Bastrop, TX City Council Meeting Agenda

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

BASTROPTX
Heart of the Lost Pines / Est. 1832

November 13, 2019 at 6:30 P.M.

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

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

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

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

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

2. PLEDGE OF ALLEGIANCE – Zonai Cook, Jacob Almendarez, Sophia Zhao, And Kaden Simpson, Student Leaders of the Mina Physical Education Possee

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

3. INVOCATION – Robert Oliver, Police Chaplain

4. PRESENTATIONS

4A. Mayor's Report

4B. Councilmembers' Report

4C. City Manager's Report

4D. Proclamation celebrating the life and contributions of Anne Beck.

5. WORK SESSION/BRIEFINGS

5A. Receive presentation and hold discussion with NewGen Strategies and Solutions regarding the City's Water and Wastewater Rate Ordinance and established rates.

6. STAFF AND BOARD REPORTS

6A. Receive presentation on the Quarterly Investment Report for the period ending September 30, 2019.

7. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the 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.

8. CONSENT AGENDA

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

8A. Consider action to approve City Council minutes from October 22, 2019, Joint Council and Planning and Zoning; October 22, 2019, Regular meeting; October 24, 2019, Board and Commission Orientation; and November 5, 2019, Joint City Council and Construction Standards Board.

8B. Consider action to approve the second reading of Ordinance No. 2019-48 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 as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

9. ITEMS FOR INDIVIDUAL CONSIDERATION

9A. Consider action to approve Resolution No. R-2019-110 of the City Council of the City of Bastrop, Texas regarding the Bastrop Central Appraisal District (CAD) election voting for the 2020-2021 Board of Directors; establishing a repealing clause; and providing an effective date.

9B. Consider action to approve Resolution No. R-2019-100 of the City Council of the City of Bastrop, Texas, adopting a wholesale wastewater agreement with West Bastrop Village Municipal Utility District of Bastrop County and West Bastrop Village, Ltd.; attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

9C. Consider action to approve Resolution No. R-2019-99 of the City Council of the City of Bastrop, Texas, adopting a wholesale water agreement with West Bastrop Village Municipal Utility District of Bastrop County and West Bastrop Village Ltd.; attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

9D. Consider action to approve Resolution No. R-2019-115 of the City Council of the City of Bastrop, Texas awarding a contract for Preliminary Engineering Design of the Gills Branch Drainage Mitigation Project to Halff Associates, Inc. in the amount of Two Hundred Ten Thousand Seven Hundred Ten Dollars and 00/100 cents ($210,710.00) as attached in Exhibit A; Authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

9E. Consider action to approve Resolution No. R-2019-112 of the City Council of the City of Bastrop, Texas awarding a contract for design of a Drainage Master Plan to Halff Associates, Inc. in the amount of Two Hundred Twenty-six Thousand Dollars and 00/100 cents ($226,000.00) as attached in Exhibit A; Authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date

9F. Consider action to approve Resolution No. R-2019-113 of the City Council of the City of Bastrop, Texas awarding a contract for the City of Bastrop Streets, Pavement and Preventative Maintenance Project to Angel Brothers Enterprises, Ltd. in the amount of One Million One Hundred Eighty-nine Thousand One Hundred Thirty-nine Dollars and Eighty Cents ($1,189,139.80) as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

9G. Consider action to approve Resolution No. R-2019-114 of the City Council of the City of Bastrop, Texas approving the Third Amendment to Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of the Colony Municipal Utility District No. 1 as attached in Exhibit A; Authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

9H. Consider action to approve the first reading of Ordinance No. 2019-58 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances, Article 13.02 "Water and Wastewater Rates and Charges", Sections 13.02.002 Wastewater Service Charge, 13.02.004 Water Service Charges, and 13.02.008 Billing, Discontinuance of Service; Amending Appendix A, Fee Schedule, Article A13.02 "Water and Wastewater Rates and Charges", Sections A13.02.002 Wastewater Service Charge, and A13.02.004 Water Service Charge, as attached in Exhibit A; providing for: findings of fact, enactment, repealer, severability, providing for an effective date, codification, proper notice and meeting, and move to include on the November 26, 2019 agenda for a second reading.

9I. Consider action to approve the first reading of Ordinance No. 2019-44 of the City Council of the City of Bastrop, Texas amending the Bastrop City Code of Ordinances, Chapter 1,

titled "General Provisions", Article 1.02, titled "Administration," Section 1.02.002, Article 1.04, titled "Boards, Committees and Commissions," Sections 1.04.001,1.04.002, and adding 1.04.003; Article 1.05, titled "Housing Authority," Section 1.05.002, Article 1.10, titled "Parks," Section 1.10.001, Article 1.12, titled "Libraries," Division 2, titled "Library Board," Section 1.12.062, Article 1.15, titled "Code of Ethics," Division 3, titled "Implementation," Section 1.15.013, Article 1.16, titled "Art in Public Places," Section 1.16.002 and 1.16.003, Article 1.17, titled "Main Street Advisory Board", Section 1.17.001; Chapter 3, titled "Building Regulations," Article 3.02, titled "Construction Standards Board of Adjustments and Appeals," Sections 3.02.001, 3.02.002, and 3.02.003; Chapter 15, titled "Cemeteries," Article 15.01, titled, "Fairview Cemetery," Section. 15.01.002; unifying appointments, terms, number of members, residency requirements, and the filling of vacancies for city boards and commissions attached as Exhibit A; providing for findings of fact; enactment; dissolution; repealer; severability; providing an effective date, proper notice and meeting; and move to include on the November 26, 2019 agenda for a second reading.

9J. Consider action to approve Resolution No. R-2019-111 of the City Council of the City of Bastrop, Texas, authorizing proceeding with issuance of Certificates of Obligation and further directing the publication of notice of intention to issue City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2020.

9K. Consider action to approve Resolution No. R-2020-116 of the City Council of the City of Bastrop, Texas approving the Bastrop Public Library to accept up to Ten Thousand Three and 20/100 Dollars ($10,003.20) in rebates from the Universal Services Administrative Co. for internet service provided by FiberLight to the Bastrop Public Library from July 1, 2019, through June 30, 2020.

9L. Consider action to approve the first reading of Ordinance No. 2019-56 of the City Council of the City of Bastrop, Texas repealing and replacing Chapter Six, Health and Sanitation, as attached in Exhibit A; and repealing and replacing Chapter Eight Offenses and Nuisances, as attached in Exhibit B; and providing for findings of fact, adoption, repealer, severability, and enforcement; establishing an effective date; and proper notice and meeting, and move to include on the November 26, 2019 agenda for a second reading.

9M. Consider action to approve the first reading of Ordinance No. 2019-61 of the City Council of the City of Bastrop, Texas adopting the International Building Code (2018), amending Chapter 3, "Building Regulations", Section 3.04.001, Building Code Adopted; adopting the National Electric Code (2017), amending Section 3.05.031, Electrical Code Adopted; adopting International Plumbing Code (2018), amending Section 3.06.031, Plumbing Code Adopted; adopting International Mechanical Code (2018), amending Section 3.07.001, Mechanical Code Adopted; adopting International Fuel Gas Code (2018), amending Section 3.08.001, Fuel Gas Code; adopting International Residential Code (2018), amending Section 3.09.001, Residential Code; adopting International Energy Conservation Code (2018), amending Section 3.10.001, Energy Conservation Code; adopting International Green Construction Code (2018), amending Section 3.14.001, International Green Construction Code; adopting the International Swimming Pool and Spa Code (2018), amending Section 3.15.001, Swimming Pool Code Adopted; repealing Section 3.15.002, Screening and fencing, adopting International Existing Building Code (2018), amending Section 3.13.001, Existing Building Code Adopted; and adopting the International Fire Code (2018), amending Chapter 5, "Fire Prevention and Protection", Section 5.02.001, Fire Code Adopted, repealing Article 5.03, Life Safety Code, repealing Article 5.04-5.06 Reserved, repealing Article 5.07 Fire Lanes, repealing Article 5.08 Reserved, as attached in Exhibit A; and providing for findings of fact, adoption and

amendment, repealer, severability, and enforcement; establishing an effective date; and proper notice and meeting, and move to include on the November 26, 2019 agenda for a second reading.

9N. Conduct a public hearing and consider action to approve the first reading of Ordinance 2019-59 of the City Council of the City of Bastrop, Texas, Rezoning 65.926 acres out of the Nancy Blakey Survey, Abstract 98, from GR, General Retail to Bastrop Grove Planned Development District with a base residential use, located south of Agnes Street and east of State Highway 304, within the City Limits of Bastrop, Texas; as shown in Exhibits A, B, & C; including a severability clause; and establishing and effective date, and move to include on the November 26, 2019 Consent Agenda.

9O. Consider action to approve the second reading of Ordinance No. 2019-50 of the City Council of the City of Bastrop, Texas amending the 2036 Comprehensive Plan by amending Chapter 5, of the Transportation Master Plan, as attached in Exhibit A; and providing for findings of fact, adoption, enforcement, a repealer and severability; establishing an effective date; proper notice and meeting.

9P. Consider action to approve the second reading of Ordinance No. 2019-51 of the City Council of the City of Bastrop, Texas adopting the Bastrop Building Block (B3) Code, as attached in Exhibit A; providing for findings of fact, adoption, repealer, severability, and enforcement; establishing an effective date; proper notice and meeting.

9Q. Consider action to approve the second reading of Ordinance No. 2019-52 of the City Council of the City of Bastrop, Texas adopting the Authentic Bastrop Pattern Book, as attached in Exhibit A; providing for findings of fact, adoption and amendments, a repealer, severability, and enforcement; establishing an effective date; proper notice and meeting.

9R. Consider action to approve the second reading of Ordinance No. 2019-53 of the City Council of the City of Bastrop, Texas adopting the Bastrop Building Block Technical Manual("B3TM"), as attached in Exhibit A; providing for findings of fact, adoption and amendments, a repealer, severability, and enforcement; establishing an effective date.

9S. Consider action to approve the second reading of Ordinance No. 2019-54 of the City Council of the City of Bastrop, Texas adopting a development manual in compliance with Bastrop Building Block (B3) Code – enacting purpose, authority and jurisdiction, as attached in Exhibit A; establishing a repealing clause; providing severability; providing an effective date.

9T. Consider action to approve the second reading of Ordinance No. 2019-55 of the City Council of the City of Bastrop, Texas adopting the 2036 Comprehensive Plan as attached in Exhibit A; providing for findings of fact, adoption, enforcement, a repealer and severability; establishing an effective date; proper notice and meeting.

9U. Consider action to approve the second reading of Ordinance 2019-57 of the City Council of the City of Bastrop, Texas adopting Schedules of Uniform Submittal Dates for 2019/2020 for Neighborhood Regulating Plans as shown as Exhibit A, in order to comply with Texas Local Government Code Chapter 212, which requires Neighborhood Regulating Plans to be reviewed within thirty (30) days of submittal or deemed approved; and providing for findings of fact, enactment, enforcement, a repealer, and severability; establishing an effective date; and proper notice and meeting.

9V. Consider action to approve the second reading of Ordinance No. 2019-49 of the City Council of the City of Bastrop, Texas amending Construction Standards Technical Manual dated January 2012, amending Chapter 1 – Section II References, Abbreviations and Definitions and adding Street Typical Street Cross-Sections, as attached in Exhibit A; providing for findings of fact, adoption, enforcement, a repealer and severability; establishing an effective date; proper notice and meeting.

9W. Consider action to approve Ordinance No. 2019-62 of the City Council of the City of Bastrop, Texas amending the Bastrop City Code of Ordinances, Chapter 4, "Business Regulations," adding Article 4.13 "Mobile Food Trucks," and providing for findings of fact, enactment, enforcement, a repealer, and severability; establishing an effective date; and proper notice and meeting, and place on the November 24, 2019 agenda for a second reading.

9X. Consider action to approve the first reading of Ordinance No. 2019-60 of the City Council of the City of Bastrop, Texas amending the Bastrop City Code of Ordinances, Chapter 13, "Utilities," adding Article 13.12 "Impact Fees," and providing for findings of fact, enactment, enforcement, a repealer, and severability; establishing an effective date; and proper notice and meeting.

9Y. Consider action to approve Ordinance 2019-62 of the City Council of the City of Bastrop, Texas abandoning, vacating, and closing a 0.211 acre portion of Adams Street roadway being out of Building Block 12 (west of water street) in the City of Bastrop, Bastrop County, Texas, and which is more particularly described and depicted in Exhibit A, which is attached hereto and incorporated herein for all purposes; authorizing the City Manager to execute a deed to convey said right-of-way to adjacent owners; and providing for findings of fact, repealer, and severability; establishing an effective date; and proper notice and meeting.

9Z. Consider action to approved Resolution No. R-2019-118 of the City Council of the City of Bastrop authorizing a contract to purchase of 0.211 acres, a portion of Building Block 12, West of Water Street, in the amount of One and 00/100 Dollar ($1.00) from the Bastrop Christian Church, attached as Exhibit A, and approving a License Agreement for Parking during Special Events with Bastrop Christian Church, as attached as Exhibit B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date

9AA. Consider action to approve Resolution No. R-2019-117 of the City Council of the City of Bastrop, Texas authorizing a contract with SevenArrows Land Staff, LLC for land acquisition services and approving Task Order #1 in the amount of Forty-Six Thousand and 00/100 Dollars ($46,000.00); as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

9BB. Consider action to approve Resolution No. R-2019-119 of the City Council of the City of Bastrop, Texas authorizing a contract with SimpleCity Design for on-call consulting services, as attached in Exhibit A; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.

10. EXECUTIVE SESSION

10A. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate the acquisition of property located on MLK Drive.

10B. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to confer with City Attorney regarding fire inspections of childcare facilities and schools.

10C. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate the acquisition of outstanding easements on Main Street.

10D. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate the acquisition of property and easements associated with the construction of Wastewater Treatment Plant #3

10E. City Council shall convene into closed executive session pursuant to Section 551.086 of the Texas Government Code to discuss competitive matters related to Bastrop Power & Light (BP&L).

10F. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to discuss with City Attorney pending litigation styled as Carolyn Smith, The Village at Hunters Crossing LLC and Lirtex Properties, LLC v. the City of Bastrop, et. al.

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

12. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Friday, November 8, 2019 at 6:00 p.m. and remained posted for at least two hours after said meeting was convened.

Ann Franklin, City Secretary

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 4A

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
November 12, 2019

BASTROPTX
Heart of the Lost Pines / Est. 1832

Latest Activities

October 9 - 30

Events in 2019: 261



Texas Downtown Association
Best New Construction
Best Promotional Event



Early Voting for Nov 5th Election





Bastiano's 5 Years!
Chris & Jessica Linford



Chamber Open House





Family Crisis Center Luncheon







TML Conference

BASTROPTX
Heart of the Lost Pines / Est. 1832

Planned Events

November 1 - 12

- November 1
  - Career Day at Emile
  - Stem and Stone Ribbon Cutting
  - “Shane” Viewing (BCHS & Bastrop Opera House)
- November 2 –
  - Arbor Day Event (Fisherman’s Park)
  - Community Conversation (Lost Pines Art Center)
  - Marine Corps Dinner (Convention Center)
- November 4 – Library Board Meeting
- November 5 – Joint City Council and Construction Standards Board
- November 6 – Chamber Luncheon
- November 6 thru 8 – APA Conference (Waco)
- November 9
  - Veteran’s Car Show
  - Red, White and Blue Veteran’s Day Banquet
- November 12 –
  - Seton Grand Opening
  - City Council Meeting

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Upcoming Events & City Meetings

- November 14
  - YMCA – Youth and Government
  - Chamber of Commerce – Alive After Five
  - Board and Commission Appreciation Banquet
- November 15 – Feed the Need Gobble Kit Event
- November 18 - BEDC Board Meeting
- November 19 – CRCA Interview
- November 26 – City Council Meeting
- November 30 – Lighting of the Tree in Fisherman's Park

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STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 4B

TITLE:
Councilmembers' Report

STAFF REPRESENTATIVE:
Lynda Humble, City Manager

POLICY EXPLANATION:

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

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

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

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

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 4C

TITLE:
City Manager's Report

STAFF REPRESENTATIVE:
Lynda Humble, City Manager

POLICY EXPLANATION:

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

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

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

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

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 4D

TITLE:
Proclamation celebrating the life and contributions of Anne Beck.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager

PROCLAMATION

BASTROPTX
Heart of the Lost Pines / Est. 1832

CELEBRATING THE LIFE AND CONTRIBUTIONS OF MRS. ANNE BECK

WHEREAS, the City of Bastrop mourns the passing, yet celebrates the life and contributions of Mrs. Anne Beck, one of the City's most engaged volunteers, who was called from labor to reward on October 31st in the Lord's year of 2019; and

WHEREAS, Anne had a passion for the arts, parks, history, libraries, and politics, and actively shared her passions with others through the gift of her time and talents; and

WHEREAS, Anne was one of the stauchest supporters of Bastrop's Small Business Revolution. She took pictures where ever she went with the Revolution cut-out frame, learned to upload those photos to Facebook at the young age of 80, and even learned how to use the hashtag symbol with "#MyBastrop" to ensure the City got full credit on social media; and

WHEREAS, Anne was an active member of the Bastrop Arts in Public Places for many years, and coordinated the annual 2-D art program ensuring that the public could enjoy creative and expressive art in all of the City's buildings; and

WHEREAS, Anne's devotion to her husband, Marvin, was a shining example of true love. Anne's unwavering advocacy ensured Marvin received the best care and rehabilitation because they still had places to go and people to see; and

WHEREAS, Anne had an amazing gift of holding those in her life accountable for their actions, but did so with genuine passion and concern for the community, without personalizing issues or belittling others; and

WHEREAS, Anne knew no strangers: her warmth, her graciousness, her kindness and her interest in all things and her abundant compassion marked every interaction. She embraced the community—in part and in whole—and the community hugged back; and

WHEREAS, Anne was an extraordinary person whose example inspires us all, the example she provided as a loving spouse, wonderful mother and grandmother, and the example she provided as a pillar of community engagement in all its forms; and

WHEREAS, the City of Bastrop—the governmental entity—and the City of Bastrop—the place—owe her an immense debt of gratitude, and will carry her memory with love and respect and will continue to be instructed by her example; and

WHEREAS, Anne lived her values and gave selflessly of herself to make the world a better place. Without a doubt, the Bastrop community will miss Anne's remarkable spirit and dedication to helping others.

NOW, THEREFORE, BE IT RESOLVED, that I, Connie Schroeder, Mayor, and the entire City Council of the City of Bastrop, offer our sincere condolences to Marvin and the entire Beck family. May the cherished memories of Anne bring you comfort, and may God bless the Beck family in their time of sorrow**.**

Connie B. Schroeder, Mayor



STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 5A

TITLE:
Receive presentation and hold discussion with NewGen Strategies and Solutions regarding the City's Water and Wastewater Rate Ordinance and established rates.

STAFF REPRESENTATIVE:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
The City Manager engaged NewGen Strategies and Solutions in May 2018 to perform a Water and Wastewater Rate Study. This study was to evaluate revenue requirements forecasted out over five (5) years and review current water and wastewater rate ordinance along with billing methodology. The consultant provided city staff with a rate model tool to be used to forecast rate scenarios based on actual and projected revenue and expense assumptions.

The City Council held a special meeting on November 15, 2018 to receive a presentation from NewGen Strategies and Solutions regarding the Water and Wastewater Rate Study. Some of the recommendations that were made through this study were as follows:

- Reducing the amount of rate tiers from five to three for water and wastewater rates.
- Standardize outside city limits rates (1.5 times the inside city limits rate).
- Phase-in plan for the demand charge by meter size for water meters that will reflect the American Waterworks Associations industry standards.
- Change the water method of billing for Multi-Family and Multi-Unit to include a minimum charge times the number of units. (this was already being done for wastewater)
- Change in Multi-Family method of billing to include a minimum usage for each unit in the first volumetric rate tier.
- Eliminate winter average for Commercial customers.

All of these recommendations would become effective January 1, 2020 excluding the elimination of winter average for commercial customers, which was adopted by Council on March 26, 2019.

This presentation is to review these recommendations with Council and address any questions or concerns prior to the first reading of the ordinance.

POLICY EXPLANATION:
N/A

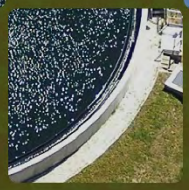
FUNDING SOURCE:
NA

ATTACHMENTS:
- Presentation









November 12, 2019

City of Bastrop, Texas
Water and Wastewater Rate Study

NewGen Strategies & Solutions

ECONOMICS STRATEGY STAKEHOLDERS SUSTAINABILITY

www.newgenstrategies.net







Water Rate Structure Changes

Initial Water Rate Structure Adjustment Recommendations

- **Maintain existing rates for Residential customers at this time**
- Reduce number of Volumetric Rate Blocks
- Phase-in plan for water meter charges to meet AWWA meter equivalency standards by FY 2024
- Establish a new Multi-Unit customer class and charge a minimum bill for each unit (impacts fixed and variable charges)
- Standardize Outside City Rates (1.5 x Inside City Rates)
- Initial Rate Structure Action effective January 1, 2020

#1 – Reduction of Rate Blocks

- WHAT: Reduce the number of volumetric rate blocks and align existing rates to new blocks.
- WHY: Eases the administrative burden and simplifies the rate structure for customers. Aligns rate design between utilities.
- Estimated Financial Impact[1]: ($33,000)
- Customer Impact: Initially, customer bills will likely decrease as more volumes will be captured in the first volumetric rate tier.

#1 – Current vs. Proposed Water Rate Blocks

Current Blocks	Current Rates		Proposed Blocks	Proposed Rates
0 - 3,000	$ 2.85		0 - 10,000	$ 2.85
3,001 - 5,000	3.04		10,001 - 30,000	3.42
5,001 - 10,000	3.22		30,000+	3.87
10,001 - 20,000	3.42			
20,001 - 50,000	3.69			
50,001+	3.87			

#2 – Demand Charge by Meter Size

- WHAT: Increase the demand charge based on meter size for all water customers. Phase-in through FY 2024.
- WHY: The City must make capital investment in the system to meet the instantaneous demand of a meter. The larger the meter, the greater the instantaneous demand. Charging by meter size reflects industry standards published by the American Waterworks Association (AWWA) and is a reflection of the capital needed to stand ready to serve customers.
- Estimated Financial Impact[1]: $14,000 increase in revenue
  - Current demand charges for each meter size were increased annually by an equal amount to meet AWWA meter equivalency standards by FY 2024.
- Customer Impact: Customer bills will increase for all water meters greater than ¾".

Notes:
1) Calculated revenue using current number of units (not accounts)

#2 – Proposed Demand Charge by Meter Size[1,2]

Meter Size	# of Units	% of Units	Current Rates	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
3/4" or less	3,518	91.2%	$ 27.72	$ 27.72	$ 27.72	$ 27.72	$ 27.72	$ 27.72
1"	149	3.9%	47.13	47.13	47.13	47.13	47.13	47.13
1.5"	73	1.9%	79.47	82.06	84.65	87.24	89.83	92.42
2"	97	2.5%	118.28	124.19	130.10	136.01	141.92	147.83
3"	14	0.4%	221.78	232.86	243.94	255.02	266.10	277.18
4"	4	0.1%	255.07	296.46	337.85	379.24	420.63	462.02
6"	2	0.1%	661.68	714.14	766.60	819.06	871.52	923.98
Total	3,857	100.0%						

Example Calculation	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
6” Meter Rate	$661.68	$714.14	$766.60	$819.06	$871.52	$923.98
Year over Year Change ($)		*52.46*	*52.46*	*52.46*	*52.46*	*52.46*

Notes:
1 – Rates reflected in the table are for customers Inside the City.
2 – Rates are increased annually by an equal amount so by FY 2024 rates are meeting AWWA meter equivalency standards. 1” meter rates are held constant as they are currently greater than AWWA meter equivalency standards.

#3 – Commercial Multi-Family Units (Fixed Charge)

- WHAT: Bill Multi-Family Customers a per unit charge for water service.
- WHY: Reflects Texas Commission on Environmental Quality ("TCEQ") design standards and aligns rate design between utilities[1].
- Estimated Financial Impact: $126,000
- Customer Impact: Multi-Family customer bills will likely increase as each customer bill will include a minimum charge, but the net effect, when combined with the change to the volumes discussed on the next slide, may result in a lower customer bill.

Notes:

1 – The TCEQ defines each apartment unit as a connection on the system. The design standards for a system are based on the number of connections and define required water supply capacity, pumping, and storage needed for the water system.

#4 – Commercial Multi-Family Volumes (Volumetric Charge)

- WHAT: Include the minimum usage for each unit in the first volumetric tier (# of units * 10,000 gallons)
- WHY: Aligns rate design between the fixed and volumetric components and between water and wastewater
- Estimated Financial Impact: ($1,000)
- Customer Impact: Multi-Family customer bills will likely decrease due to more volumes being billed in the first rate block.

Notes:
1 – Assumes the first tier rate is equal to the current tier 1 rate, and additional tier rates are equal to current rates for blocks 4 and 6.

#4 – Commercial Multi-Family Volumes (Volumetric Charge Example)

Example: Three (3) apartment units consume 60,000 gallons

Rate Blocks	Calculation of Volumes in Blocks (gallons)
0 - 10,000	3 units x 10,000 gallons = 30,000
10,001 - 30,000	20,000
30,000+	10,000
Total	60,000

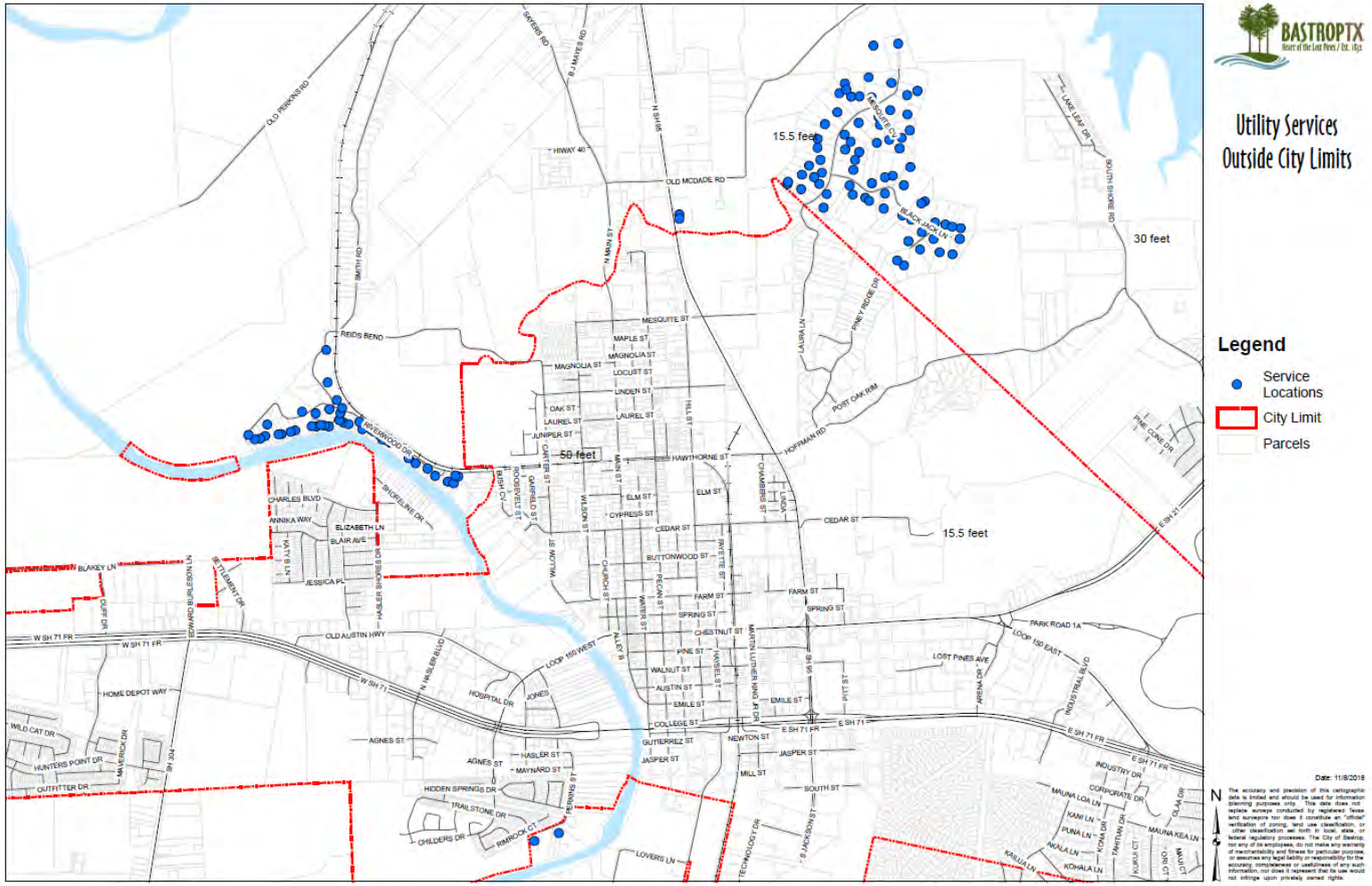
Commercial Multi-Family Net Impact (#3 & #4)

- WHAT:
  - Bill Multi-Family Customers a per unit charge for water service.
  - Include the minimum usage for each unit in the first volumetric tier (# of units * 10,000 gallons)
- Estimated Net Financial Impact: $125,000
- Customer Impact: The customer bill may increase or decrease depending on customer usage.

#5 – Outside City Customer Rates

- WHAT: Begin charging Outside City customers 1.5x Inside City rates
- WHY: Captures increased cost of serving customers outside the City limits and better aligns with overall industry practice.
- Estimated Financial Impact: $1,200
- Customer Impact: Outside City Residential customer bills will likely increase due to an increase in volumetric rates. However, the Outside City minimum charge is already 1.5x Inside City rates for ¾" meters, so there will be no increase to the fixed charge component of the rates for these meters.

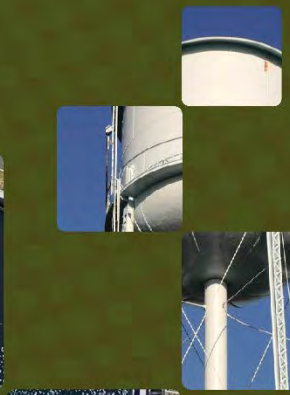
Map of Outside City Customers













Sewer Rate Structure Changes

Initial Wastewater Rate Structure Adjustment Recommendations

- **<u>Maintain existing rates for Residential customers at this time</u>**
- Reduce number of Volumetric Rate Blocks
  - Three volumetric blocks for Residential
  - Flat Volumetric Rate for Commercial
- Residential class charged pure winter average
- Charge Commercial class for all water usage beginning January 2019
- All Other Rate Structure Action effective January 1, 2020

#6 – Reduction of Rate Blocks

- WHAT: Reduce the number of volumetric rate blocks for all Residential Sewer customers and align existing rates to new blocks.
- WHY: Eases the administrative burden and simplifies the rate structure for customers. Aligns rate design between utilities.
- Estimated Financial Impact[1]: ($6,000)
- Customer Impact: Initially, customer bills will likely decrease as more volumes will be captured in the first volumetric rate tier.

#6 – Current vs. Proposed Sewer Rate Blocks

Current Blocks	Current Rates		Proposed Blocks	Proposed Rates
0 - 5,000	$ 2.45		0 - 10,000	$ 2.45
5,001 - 10,000	2.77		10,001 - 30,000	2.95
10,001 - 20,000	2.95		30,000+	3.47
20,001 - 50,000	3.18			
50,001+	3.47			

#7 –Commercial Flat Volumetric Rate

- WHAT: Charge all Commercial flow a flat volumetric rate.
- WHY: The cost of collecting and treating sewage is driven by overall flow and the strength of the waste stream. As such, an inclining block sewer charge is not necessarily reflective of how cost is incurred. Because of this, a common industry practice is to charge a flat, volumetric sewer rate.
- Estimated Financial Impact[1]: $127,000
- Customer Impact: Customer bills will increase as the rate would be higher than current rates.

Notes:
1 – Assumes the Commercial flat rate is equal to the current Metered-Sewer flat volumetric rate of $3.91.

#8 –Residential Customers - All Winter Average Usage

- WHAT: Begin charging Residential customers for all water winter average usage as opposed to the lower of actual water usage or winter average water usage.
- WHY: Better aligns with overall industry practice.
- Estimated Financial Impact: $0
- Customer Impact: Residential customer bills will likely remain the same as most customers historically haven't experienced water usage lower than their winter average.

Financial Impact Summary

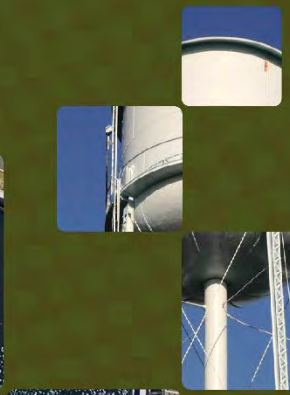
	Water	Sewer	Total
Stand-Alone Financial Impact[1]			
1 & 6 – Reduction in Rate Blocks	($ 33,000)	($ 6,000)	($ 39,000)
2 – Demand Charge by Meter Size	14,000	0	14,000
3 – Commercial Multi-Unit Units	126,000	0	126,000
4 – Commercial Multi-Unit Volumes	(1,000)	0	(1,000)
5 – Outside City Rates	1,200	0	1,200
7 – Commercial Flat Volumetric Rate	0	127,000	127,000
8 – Residential (Winter Average)	0	0	0
Cumulative Financial Impact[2]	$ 132,000	$ 121,000	$ 253,000

Notes:
1) Calculates each rate structure change independently of the other changes.
2) The net effect of all of the changes combined which results in an increase in revenue.





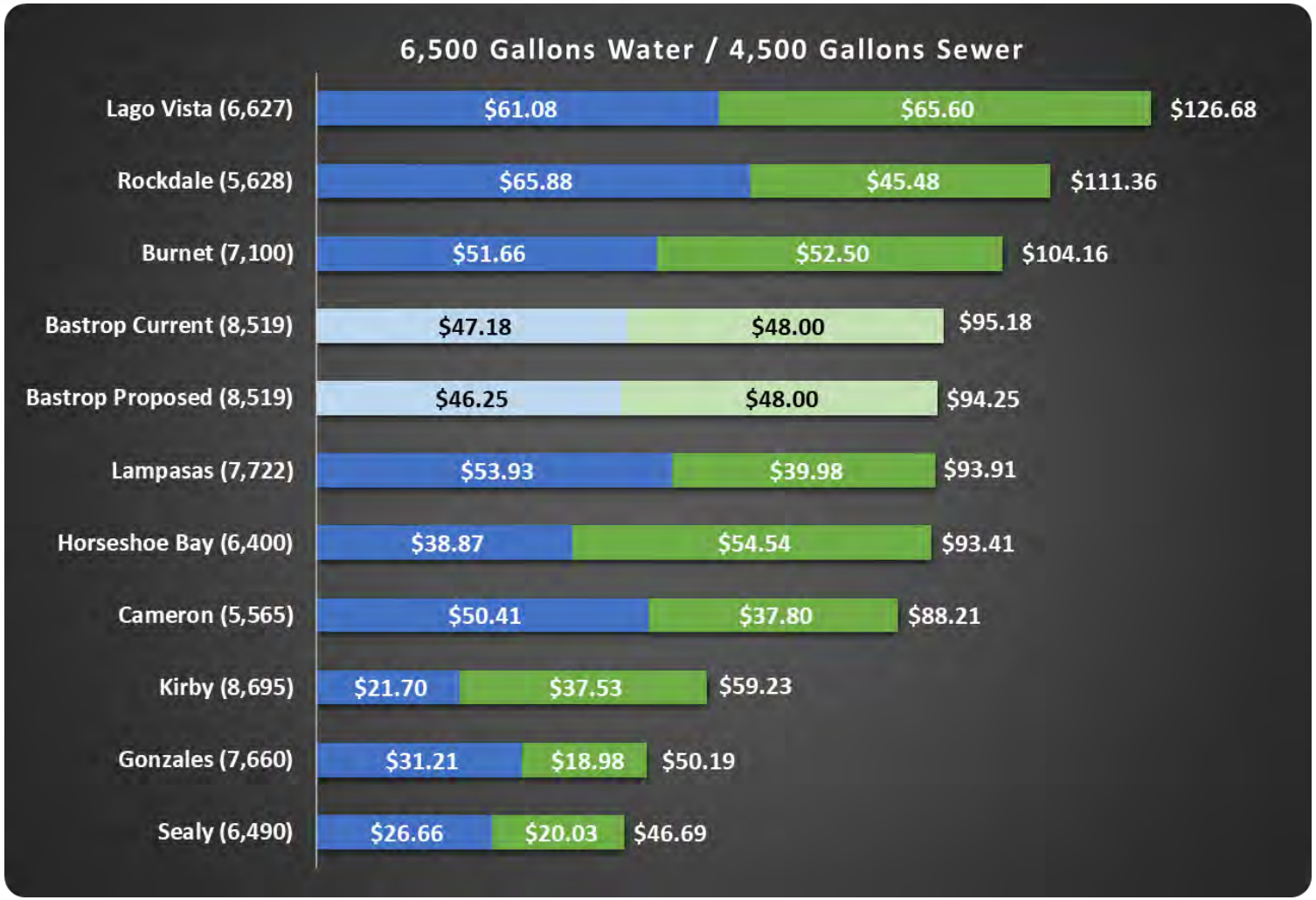






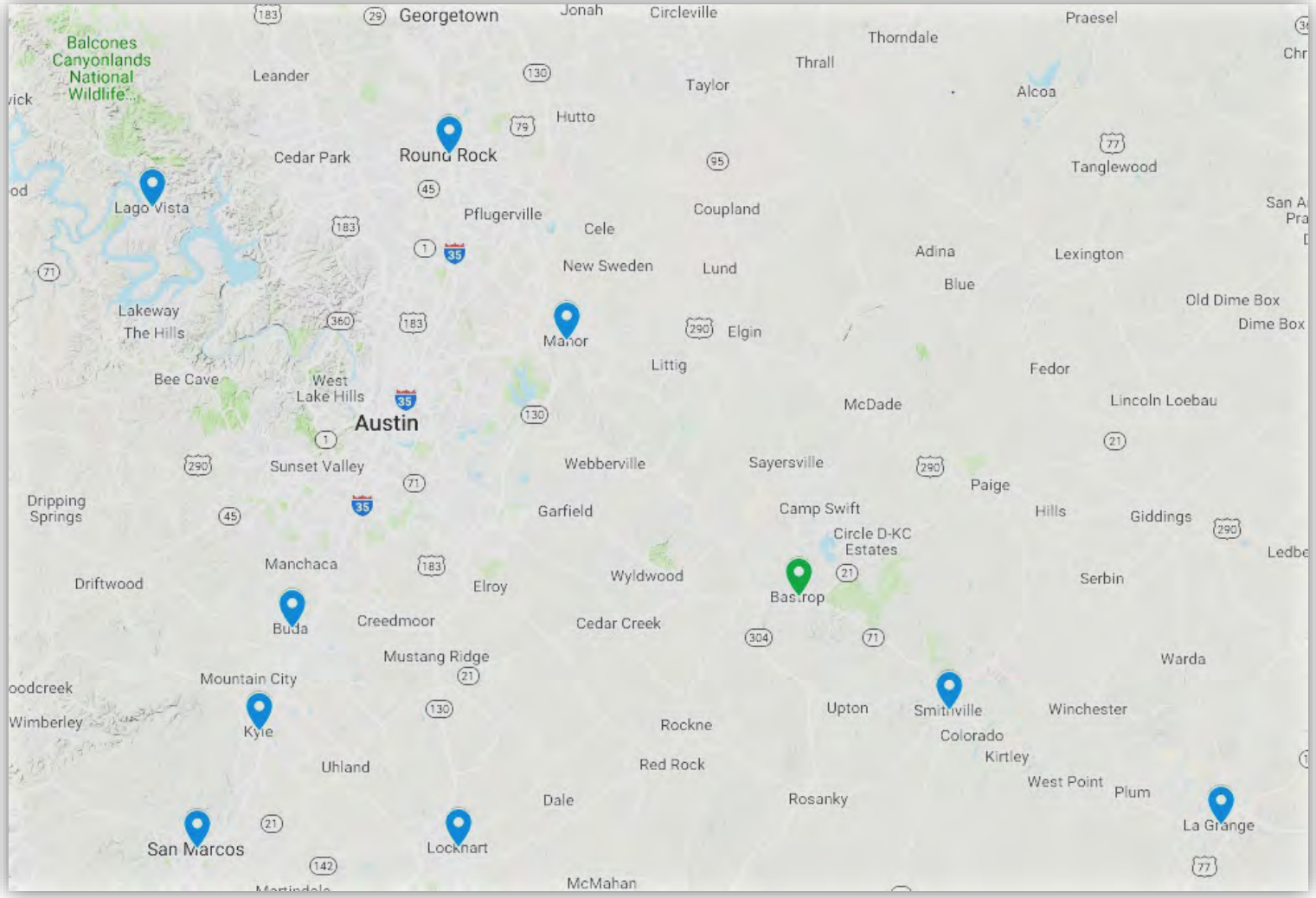
Regional Bill Comparisons

Regional Comparison by Size – Average Residential ¾" Customer Bill

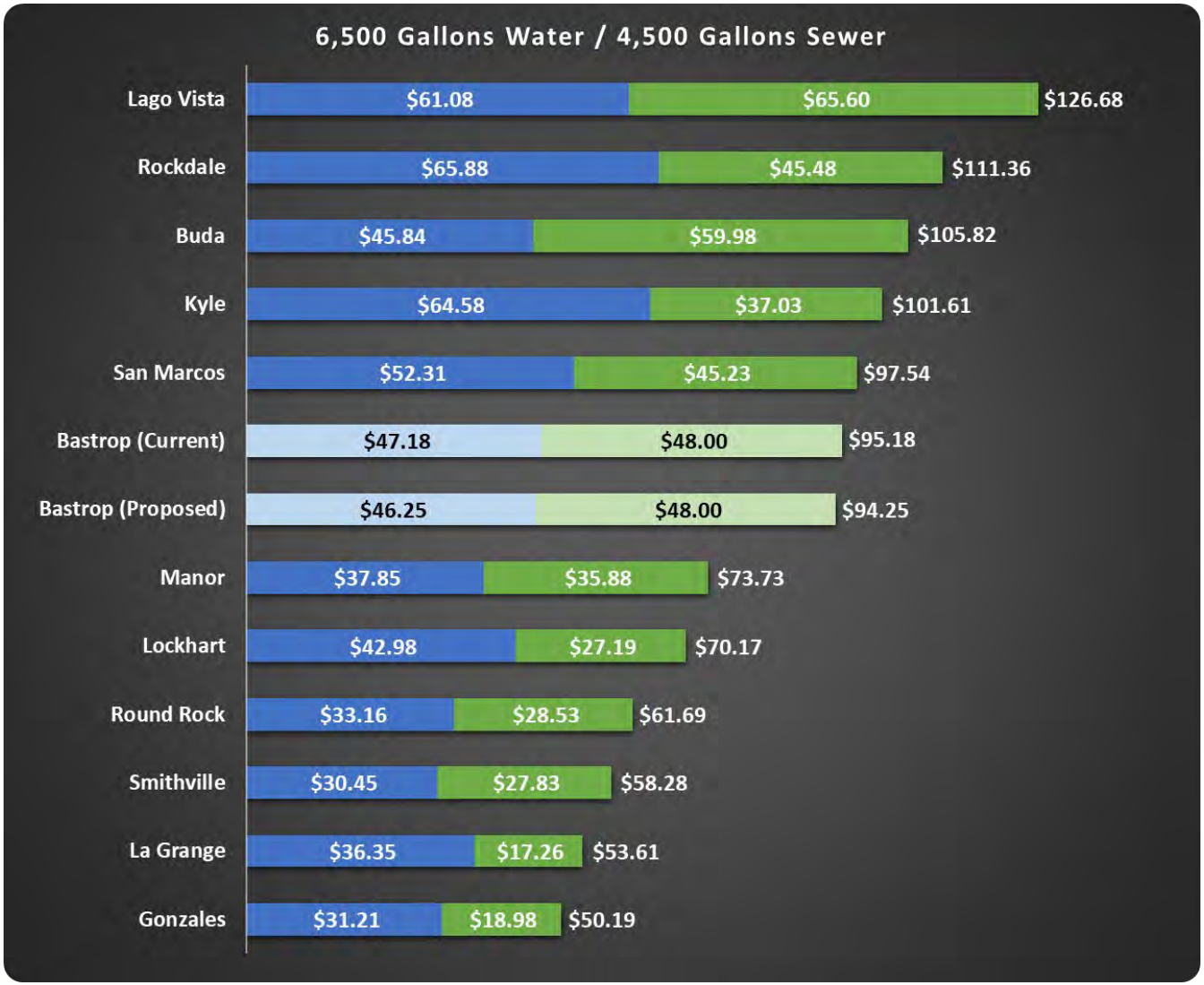


Note: Population is denoted in parenthesis next to each comparison City.

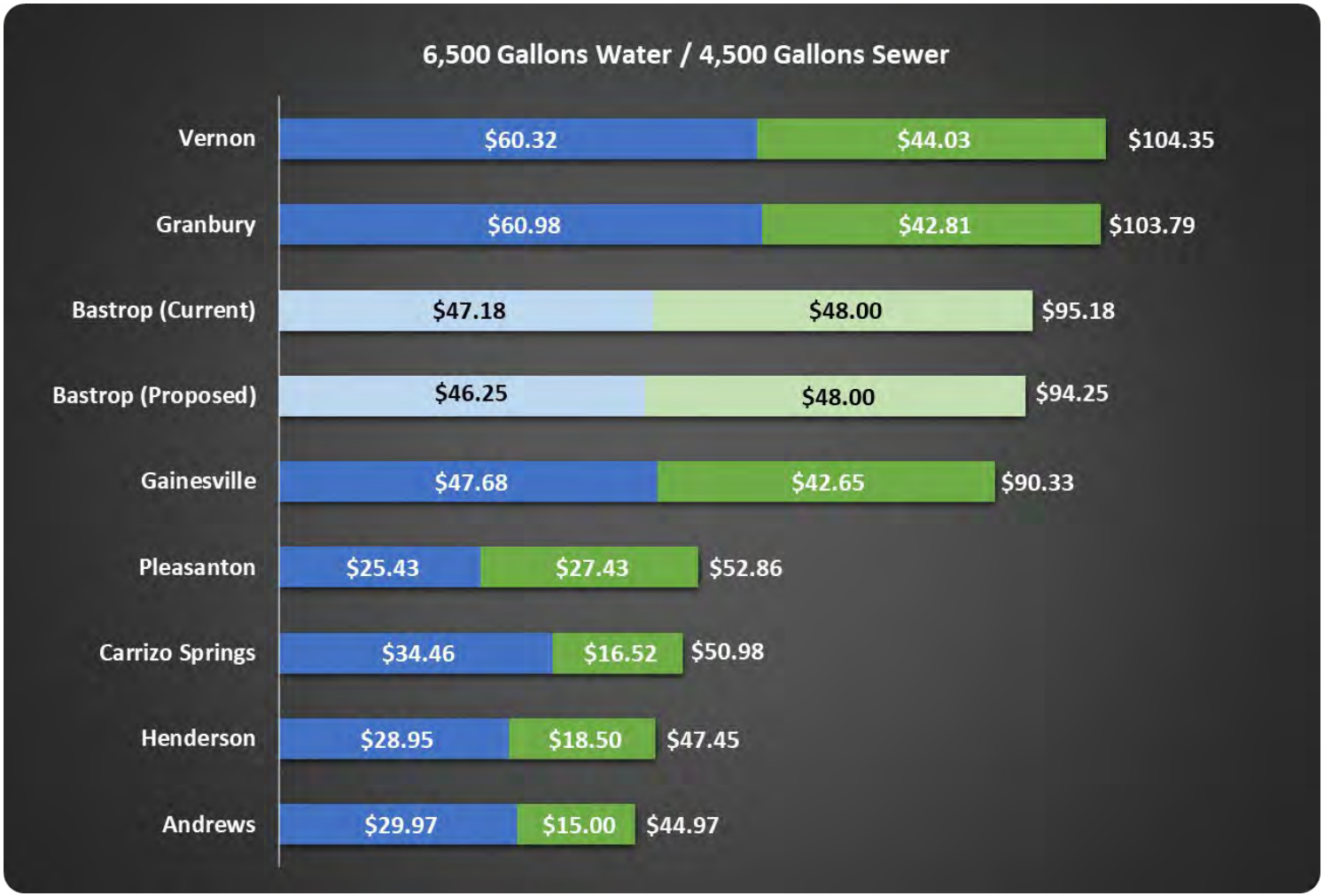
Regional Comparison by Geography – Map of Comparison Cities



Regional Comparison by Geography – Average Residential ¾" Customer Bill



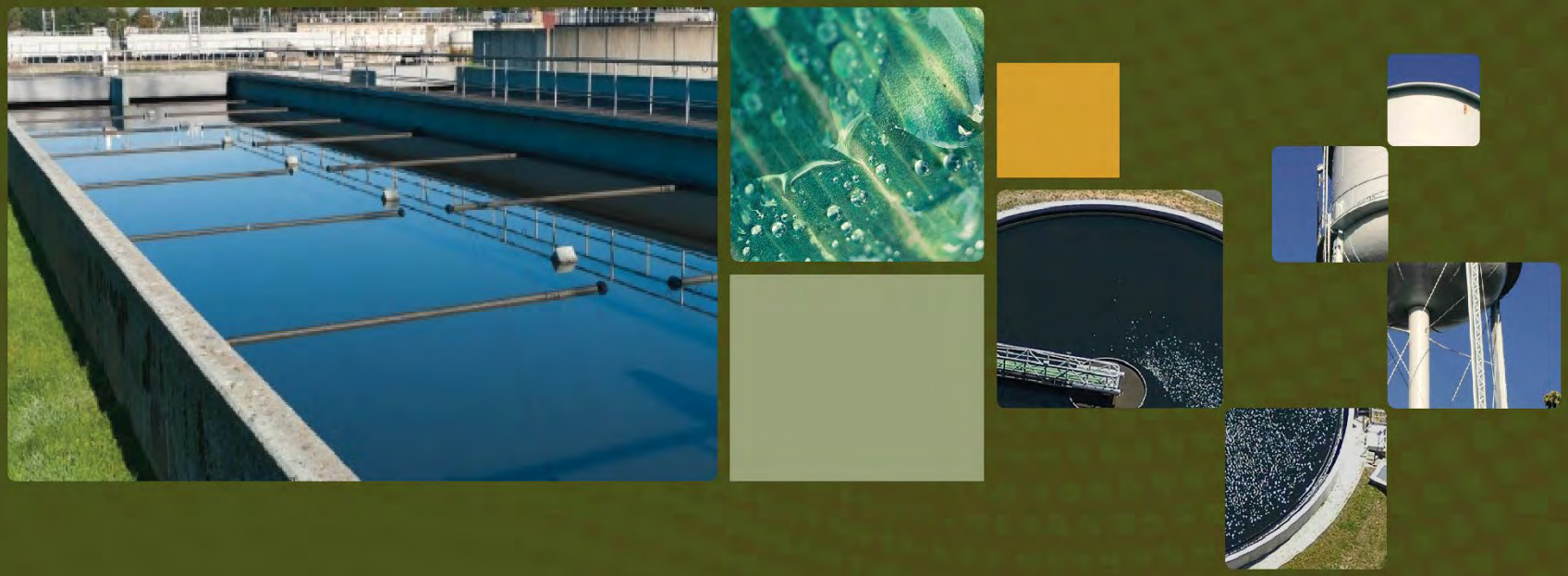
Regional Comparison by Service - Average Residential ¾" or less Customer Bill



Note: All comparison cities have an activated sludge WWTP and produce groundwater.

Path Forward

- Consider Implementing Rate Structure changes
- Monitor Consumption / Revenue Performance on Annual Basis - Adjust rates as necessary based on funding needs
  - Critically important to support planned capital program



Questions and Discussion

Chris Ekrut, Director
NewGen Strategies & Solutions
275 W. Campbell Road, Suite 440
Richardson, Texas 75080
972.232.2234
cekrut@newgenstrategies.net

NewGen Strategies & Solutions

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 6A

TITLE:
Receive presentation on the Quarterly Investment Report for the period ending September 30, 2019.

STAFF REPRESENTATIVE:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
The Chief Financial Officer is designated as investment officer for the City and is responsible for investment decisions and activities. The primary objective of the City's investment activity is the preservation of capital in the overall portfolio. The goal is to diversify the funds available for investment to increase the rate of return while safekeeping our principle. The city has been able to benefit from this diversity and increase rate increases over the last several years. Total interest earned for the last three years is reflected below:

FY2017	$255,749
FY2018	$385,472
FY2019	$700,338

The decrease in the book value of the portfolio from last year to September 30, 2019 is due to bond payments processed in August and drawdown of bond funds for ongoing capital projects.

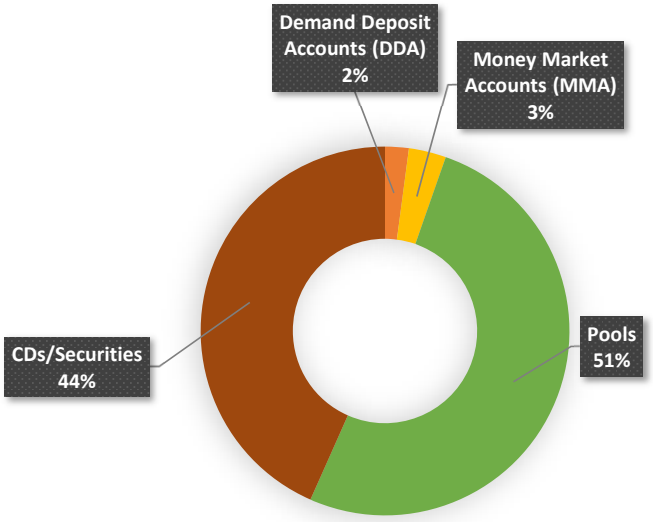
POLICY EXPLANATION:
This reporting requirement is set forth by the Public Funds Investment Act, Texas Government Code, Chapter 2256 and is also a requirement of the City of Bastrop Financial Management Policies, Chapter VIII. ASSET MANAGEMENT, Section C. INVESTMENT PERFORMANCE, as adopted by Resolution R-2019-90 on October 22, 2019.

FUNDING SOURCE:
NA

ATTACHMENTS:
- Quarterly Investment Report for the period ending September 30, 2019.

City of Bastrop
Quarterly Investment Report
Portfolio Summary
period ending September 30, 2019

Investments Description	September 30, 2019 Book Value	September 30, 2019 Market Value	June 30, 2019 Book Value	June 30, 2019 Market Value	QTD Interest Earned	YTD Interest Earned	Weighted Average Maturity
Demand Deposit Accounts (DDA)	$ 543,869	$ 687,173	$ 686,330	$ 687,173	$ 5,483	$ 22,503	0.02
Money Market Accounts (MMA)	$ 1,715,541	$ 1,715,541	$ 1,085,075	$ 1,085,075	$ 3,158	$ 7,602	0.03
Pools	$ 12,650,147	$ 12,650,148	$ 16,990,122	$ 16,990,122	$ 77,957	$ 352,806	0.51
CDs/Securities	$ 13,827,355	$ 11,889,334	$ 14,379,265	$ 14,409,409	$ 75,309	$ 317,427	2.00
Total Investments	**$ 28,736,911**	**$ 26,942,196**	**$ 33,140,791**	**$ 33,171,779**	**$ 161,907**	**$ 700,338**	**2.56**



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, 2019

Type	BANK/ BROKER	CUSIP #/ Account #	YIELD	MATURITY DATE	June 30, 2019 Book Value	Purchase/ Adjustments	Sales/Adjust/ Call/Maturity	September 30, 2019 Book Value	September 30, 2019 Market Value
DDA	FNB-Pooled Cash				$ 686,330			$ 543,869	$ 687,173
MMA	FNB-Escrow Acct				$ 250,661			$ 250,876	$ 250,876
MMA	FNC-Dreyfus				$ 819,969			$ 424,572	$ 424,572
MMA	MBS-MM Acct				$ 14,445			$ 1,040,093	$ 1,040,093
Pools	Texpool				$ 3,570,802			$ 560,801	$ 560,801
Pools	Texas Class				$ 6,804,416			$ 5,939,568	$ 5,939,568
Pools	Texas Term				$ 6,614,904			$ 6,149,778	$ 6,149,778
Security	FHLMC	3134GALS1	1.51%	9/12/2019	$ 498,122		$ 500,000	$ -	$ -
Security	FHLMC	3134GATH7	1.43%	4/28/2020	$ 499,486			$ 499,486	$ 499,730
Security	FHLMC	3130ACHA5	1.75%	9/28/2020	$ 499,625			$ 499,625	$ 500,505
Security	FHLMC	3134GBG55	1.93%	9/29/2020	$ 248,980			$ 248,980	$ 250,008
Security	Intern Bk	45905UQ23	2.00%	10/30/2020	$ 520,488			$ 520,488	$ 520,021
Security	FHLMC	3134GSGA7	2.58%	2/24/2021	$ -		$ 510,000	$ -	$ -
Security	FFCD	3133EKLH7	2.44%	5/14/2021	$ 502,099			$ 502,099	$ 500,055
Security	FHLN	313OAG2H7	2.65%	12/18/2020	$ 502,488		$ 500,000		
Security	FHLN	313OAGEC5	2.50%	2/24/2021	$ 525,525			$ 525,525	$ 525,620
CD	Frontier	501272	0.95%	5/25/2020	$ 252,452			$ 253,152	$ 253,152
CD	FNC	06740KKN6	1.65%	7/26/2019	$ 56,000		$ 56,000	$ -	$ -
CD	FNC	066438CN0	2.20%	8/9/2019	$ 245,000		$ 245,000	$ -	$ -
CD	FNC	06740KKW6	1.70%	9/27/2019	$ 191,000		$ 191,000	$ -	$ -
CD	FNC	55266CWX0	1.70%	9/27/2019	$ 59,000		$ 59,000	$ -	$ -
CD	FNC	14042RKA8	1.75%	11/8/2019	$ 247,000			$ 247,000	$ 246,956
CD	FNC	95536KAC2	2.35%	11/8/2019	$ 245,000			$ 245,000	$ 245,113
CD	FNC	90421MCB7	2.35%	11/12/2019	$ 245,000			$ 245,000	$ 245,127
CD	FNC	90352RAA3	1.80%	11/18/2019	$ 247,000			$ 247,000	$ 246,960
CD	MBS	474067AG0	1.90%	11/22/2019	$ 247,000			$ 247,000	$ 246,990
CD	FNC	61747MG47	2.20%	1/21/2020	$ 247,000			$ 247,000	$ 247,245
CD	FNC	27002YDN3	2.40%	3/16/2020	$ 245,000			$ 245,000	$ 245,622
CD	FNC	38148PZR1	2.50%	3/23/2020	$ 245,000			$ 245,000	$ 245,777
CD	FNC	32021SEU6	2.40%	3/23/2020	$ 245,000			$ 245,000	$ 245,657
CD	FNC	101120DX8	2.40%	3/23/2020	$ 151,000			$ 151,000	$ 151,403
CD	FNC	92937CGZ5	2.40%	3/23/2020	$ 245,000			$ 245,000	$ 245,657
CD	FNC	947547JX4	2.45%	3/30/2020	$ 245,000		$ 245,000	$ -	$ -
CD	FNC	066851WA0	2.50%	3/30/2020	$ 190,000			$ 190,000	$ 190,087
CD	FNC	465076KG1	2.70%	5/4/2020	$ 246,000			$ 246,000	$ 247,272
CD	FNC	PER200EA3	2.70%	5/4/2020	$ 200,000			$ 200,000	$ 200,000
CD	FNC	23204HFR4	2.40%	11/25/2019	$ 245,000			$ 245,000	$ 245,181
CD	FNC	149159MP7	2.40%	9/5/2019	$ 249,000		$ 249,000	$ -	$ -
CD	FNC	61760ALP2	2.75%	6/1/2020	$ 246,000			$ 246,000	$ 247,530
CD	FNC	46176PHV0	2.75%	6/1/2020	$ 246,000			$ 246,000	$ 247,530
CD	FNC	87165FVG6	2.65%	5/4/2020	$ 246,000			$ 246,000	$ 247,198
CD	FNC	033537AK7	2.60%	5/8/2020	$ 213,000			$ 213,000	$ 213,997
CD	FNC	91435LAN7	2.85%	6/19/2020	$ 249,000			$ 249,000	$ 250,858
CD	MBS	02007GDZ3	2.70%	7/27/2020	$ 130,000			$ 130,000	$ 130,957
CD	FNC	00832KAE9	2.70%	8/16/2019	$ 243,000		$ 243,000	$ -	$ -
CD	FNC	72247PAC0	2.80%	8/31/2020	$ 249,000			$ 249,000	$ 251,268
CD	FNC	286283AA4	2.80%	9/19/2020	$ 249,000			$ 249,000	$ 251,390
CD	FNC	02007GFL2	2.90%	10/13/2020	$ 88,000			$ 88,000	$ 88,989
CD	FNC	20451PWF9	3.10%	12/4/2020	$ 246,000			$ 246,000	$ 249,715
CD	FNC	59013J5Q8	3.10%	12/7/2020	$ 249,000			$ 249,000	$ 252,795
CD	MBS	17294XMS2	2.85%	1/19/2021	$ 245,000			$ 245,000	$ 245,659
CD	FNC	49254FAC0	3.10%	12/21/2020	$ 249,000			$ 249,000	$ 252,919
CD	MBS	02007GHL0	2.60%	2/16/2021	$ 67,000			$ 67,000	$ 67,730
CD	FNC	21050BAE0	2.85%	2/22/2021	$ 249,000			$ 249,000	$ 252,598
CD	FNC	903572DJ1	2.40%	7/20/2020	$ 110,000			$ 110,000	$ 110,527
CD	FNC	723605AT8	2.40%	10/19/2020	$ 249,000			$ 249,000	$ 250,556
CD	FNC	7954502G9	2.45%	4/19/2021	$ 247,000			$ 247,000	$ 249,448
CD	FNC	17294XRM0	2.45%	4/15/2021	$ 247,000			$ 247,000	$ 247,810
CD	FNC	33847E2G1	2.45%	5/24/2021	$ 246,000			$ 246,000	$ 248,590
CD	FNC	12547CAF5	2.50%	11/23/2020	$ 246,000			$ 246,000	$ 247,948
CD	FNC	649447SR1	2.45%	5/22/2020	$ 244,000			$ 244,000	$ 244,971

City of Bastrop
Detail of Investment Holdings
period ending September 30, 2019

Type	BANK/ BROKER	CUSIP #/ Account #	YIELD	MATURITY DATE	June 30, 2019 Book Value	Purchase/ Adjustments	Sales/Adjust/ Call/Maturity	September 30, 2019 Book Value	September 30, 2019 Market Value
CD	FNC	29367SJH8	2.45%	11/27/2020	$ 249,000			$ 249,000	$ 249,207
CD	FNC	59101LGM3	2.45%	5/28/2021	$ 249,000		$ 249,000	$ -	$ -
CD	FNC	3495FTCJ6	2.45%	5/29/2020	$ 244,000			$ 244,000	$ 245,008
CD	FNC	06251AW89	2.10%	7/19/2021	$ -	$ 247,000		$ 247,000	$ 248,309
CD	FNC	35471TFF4	2.10%	7/23/2021	$ -	$ 249,000		$ 249,000	$ 249,027
CD	FNC	98138MAD2	2.20%	7/23/2021	$ -	$ 249,000		$ 249,000	$ 250,775
CD	FNC	48128H5S3	1.95%	8/20/2021	$ -	$ 248,000		$ 248,000	$ 248,102
CD	FNC	32023QAL2	1.90%	2/23/2021	$ -	$ 249,000		$ 249,000	$ 248,990
CD	FNC	227563AV5	1.85%	9/27/2021	$ -	$ 247,000		$ 247,000	$ 247,242
CD	FNC	149159PC3	1.80%	9/27/2021	$ -	$ 247,000		$ 247,000	$ 247,000
CD	FNC	150517FP0	1.80%	9/30/2021	$ -	$ 249,000		$ 249,000	$ 248,960
		TOTAL			$ 33,140,791	$ 1,985,000	$ 3,047,000	$ 28,736,911	$ 28,930,602

DATES: 7/01/2019- 9/30/2019

		BEGINNING BALANCE	TOTAL DEBITS	TOTAL CREDITS	ENDING BALANCE	AVERAGE DAILY BALANCE
WATER/WASTEWATER FUND						
202-00-00-1010	XS RANCH WELL MI	250,660.94	214.81	0.00	250,875.75	250,740.39
	FUND 202 TOTAL	250,660.94	214.81	0.00	250,875.75	250,740.39
2019 REVENUE BOND						
261-00-00-1000	CLAIM ON CASH 20	0.00	854,814.73	854,814.73CR	0.00	6,762.18
261-00-00-1100	TEX TERM	1,808,780.19	7,494.14	854,814.73CR	961,459.60	1,380,651.51
	FUND 261 TOTAL	1,808,780.19	862,308.87	1,709,629.46CR	961,459.60	1,387,413.69
FAIRVIEW CEMETERY-PERMAN						
526-00-00-1142	CERT OF DEPOSIT-	252,451.85	699.95	0.00	253,151.80	252,680.09
526-00-00-1148	CD - FNB	0.00	0.00	0.00	0.00	0.00
526-00-00-1149	CERT OF DEPOSIT-	130,000.00	0.00	0.00	130,000.00	130,000.00
	FUND 526 TOTAL	382,451.85	699.95	0.00	383,151.80	382,680.09
2013 COMB REV/TAX BOND						
724-00-00-1100	TEXAS TERM	1,296,570.47	7,296.56	53,951.89CR	1,249,915.14	1,263,356.92
	FUND 724 TOTAL	1,296,570.47	7,296.56	53,951.89CR	1,249,915.14	1,263,356.92
CO 2014 SERIES						
725-00-00-1100	TEXAS TERM	32,895.06	175.40	32,919.75CR	150.71	32,600.51
	FUND 725 TOTAL	32,895.06	175.40	32,919.75CR	150.71	32,600.51
CO 2018 SERIES						
726-00-00-1100	TEXAS TERM CO 20	3,476,658.49	20,113.49	189.00CR	3,496,582.98	3,483,807.69
	FUND 726 TOTAL	3,476,658.49	20,113.49	189.00CR	3,496,582.98	3,483,807.69
2019 LIMITED TAX NOTE						
727-00-00-1000	CLAIM ON CASH	0.00	0.00	0.00	0.00	0.00
727-00-00-1100	TEXAS TERM	0.00	441,670.00	0.00	441,670.00	24,003.80
	FUND 727 TOTAL	0.00	441,670.00	0.00	441,670.00	24,003.80

		BEGINNING BALANCE	TOTAL DEBITS	TOTAL CREDITS	ENDING BALANCE	AVERAGE DAILY BALANCE
POOLED CASH FUND						
991-00-00-1000	POOLED CASH ACCO	686,329.89	10,544,042.79	10,686,504.14CR	543,868.54	779,866.74
991-00-00-1100	TEX POOL	3,570,801.63	7,908.31	3,017,908.84CR	560,801.10	1,390,689.89
991-00-00-1105	TEXAS CLASS	6,804,416.09	85,288.65	950,136.75CR	5,939,567.99	6,027,115.70
991-00-00-1135	DREYFUS MM ACCT	819,968.60	1,101,603.55	1,497,000.00CR	424,572.15	465,131.70
991-00-00-1136	MULTI-BANK SECUR	14,444.67	1,025,648.23	0.00	1,040,092.90	160,829.37
991-00-00-1140	CERTIFICATE OF D	0.00	0.00	0.00	0.00	0.00
991-00-00-1141	CERTIFICATE OF D	9,641,000.00	1,985,000.00	1,537,000.00CR	10,089,000.00	10,011,804.35
991-00-00-1146	CERTIFICATES OF	559,000.00	0.00	0.00	559,000.00	559,000.00
991-00-00-1147	U.S. AGENCY	3,796,813.52	0.00	1,000,610.14CR	2,796,203.38	3,655,422.96
	FUND 991 TOTAL	25,892,774.40	14,749,491.53	18,689,159.87CR	21,953,106.06	23,049,860.71
	REPORT TOTALS	33,140,791.40	16,081,970.61	20,485,849.97CR	28,736,912.04	29,874,463.80

SELECTION CRITERIA

PRINT CURRENT

FUND: Include: 202, 526, 991, 724, 725, 726, 261, 727

ACCOUNT TYPE: CASH ACCOUNTS

TRANSACTION DATES: 7/01/2019 THRU 9/30/2019

PERIOD 13: EXCLUDE

PRINT OPTIONS

REPORT TYPE: SUMMARY

RECAP ONLY: YES

DESCRIPTIONS: NO

*** END OF REPORT ***

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 7

TITLE:

CITIZEN COMMENTS

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

To address the Council concerning any item on the agenda, please submit a fully completed request card to the City Secretary prior to the 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: November 12, 2019 **AGENDA ITEM**: 8A

TITLE:
Consider action to approve City Council minutes from October 22, 2019, Joint Council and Planning and Zoning; October 22, 2019, Regular meeting; October 24, 2019, Board and Commission Orientation; and November 5, 2019, Joint City Council and Construction Standards Board.

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 October 22, 2019, Joint Council and Planning and Zoning; October 22, 2019, Regular meeting; October 24, 2019, Board and Commission Orientation; and November 5, 2019, Joint City Council and Construction Standards Board.

ATTACHMENTS:

- October 22, 2019, DRAFT Joint Council and Planning and Zoning Minutes
- October 22, 2019, DRAFT Regular Meeting Minutes
- October 24, 2019, DRAFT Board and Commission Orientation Minutes
- November 5, 2019, DRAFT Joint Council and Construction Standards Board Minutes

MINUTES OF JOINT WORKSHOP WITH BASTROP COUNCIL AND PLANNING AND ZONING COMMISSION

October 22, 2019

The Bastrop City Council and Planning and Zoning Commission met in a Joint Workshop Meeting on Tuesday, October 22, 2019, at 5:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present for the Bastrop City Council were: Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Jackson, Ennis, Rogers and Peterson. Officers present were: City Manager, Lynda Humble, City Secretary, Ann Franklin and City Attorney, Alan Bojorquez. Members present for the Planning and Zoning Commission were: Debbie Moore, Cheryl Lee, Cynthia Meyer, Matt Lassen, Greg Sherry, Glenn Johnson, Ishmael Harris and Pablo Serna. Staff Liaison, Planning and Zoning Director, Matt Jones.

CALL TO ORDER

a. Mayor Schroeder called the meeting of the Bastrop City Council to order with a quorum being present at 5:30 p.m.

b. Planning and Zoning–Chair, Debbie Moore called the meeting of the Planning and Zoning Commission to order with a quorum being present at 5:30 p.m.

WORKSHOP SESSION

2A. Receive update and discuss changes to Bastrop Building Block Codes after Planning and Zoning Commission's Code Recommendations were submitted to Council.
Presentation was made by Director of Planning and Zoning, Matt Jones.

ADJOURNMENT

a. Mayor Schroeder adjourned the Bastrop City Council meeting at 6:25 p.m. without objection.

b. Chair, Debbie Moore adjourned the Planning and Zoning Commission meeting at 6:25 p.m. without objection.

APPROVED: ATTEST:

_____ _____

Mayor Connie B. Schroeder City Secretary Ann Franklin

The Minutes were approved on November 12, 2019, by Council Member _____'s motion, Council Member _____'s second. The motion was approved on a _-_ vote.

BASTROP CITY COUNCIL
October 22, 2019

The Bastrop City Council met in a Regular Meeting on Tuesday, October 22, 2019, at 6:36 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 Jackson, Ennis, Rogers and Peterson. Officers present were City Manager Lynda Humble, City Secretary Ann Franklin and City Attorney Alan Bojorquez.

CALL TO ORDER
At 6:36 p.m. Mayor Schroeder called the meeting to order with a quorum being present.

INDIVIDUAL CONSIDERATION

9N. Consider action to approve the first reading of Ordinance No. 2019-56 of the City Council of the City of Bastrop, Texas repealing and replacing Chapter Six, Health and Sanitation, as attached in Exhibit A; and repealing and replacing Chapter Eight Offenses and Nuisances, as attached in Exhibit B; and providing for findings of fact, adoption, repealer, severability, and enforcement; establishing an effective date; and proper notice and meeting, and move to include on the November 12, 2019 agenda for a second reading.
This item was pulled from the agenda.

PLEDGE OF ALLEGIANCE
Samir Younes and Sarah Lyonns, Bear Tecs led the pledges

INVOCATION
Pastor Willis, New Covenant Church gave the invocation.

PRESENTATIONS

4D. Receive a presentation from the Youth Advisory Council regarding the communication plan related to the Hands Free Ordinance.
Presentation was given by members of the Youth Advisory Council.

EXECUTIVE SESSION

The City Council met at 6:48 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 for an update from the City Attorney pursuant to Texas Government Code Section 551.071, regarding Settlement Agreement with Bastrop Estates Mobile Home Park at 2505 Main Street.

10B. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to confer with City Attorney regarding status of Building Bastrop Codes.

The Bastrop City Council reconvened at 7:35 p.m. into open (public) session.

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

10A. City Council shall convene into closed executive session for an update from the City Attorney pursuant to Texas Government Code Section 551.071, regarding Settlement Agreement with Bastrop Estates Mobile Home Park at 2505 Main Street.
A motion was made by Mayor Pro Tem Nelson to authorize the City Attorney to take such action as to enforce the settlement agreement with Bastrop Estates Mobile Home Park at 2505 Main Street, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

INDIVIDUAL CONSIDERATION

9C. Hold public hearing and consider action to approve the first reading of Ordinance No. 2019-51 of the City Council of the City of Bastrop, Texas adopting the Bastrop Building Block (B3) Code, as attached in Exhibit A; providing for findings of fact, adoption, repealer, severability, and enforcement; establishing an effective date; proper notice and meeting; and move to include on the November 12, 2019 agenda for a second reading.
Public hearing was opened.

SPEAKERS

Frank Wise
1410 Willow St.
Bastrop, TX 78602
512.581.2883

Andrea Haschke
502 Buttonwood St.
Bastrop, TX 78602
512.545.6312

Judith Hoover
1316 Wilson St.
Bastrop, TX 78602
512.304.5678

Sandra Van Wyk
1305 Wilson St.
Bastrop, TX 78602
956.371.2824

Joe Grady Tuck
1503 Wilson Street
Bastrop, TX 78602
512.925.2702

Steven Ceresia
1502 Wilson Street
Bastrop, TX 78602
512.423.5148

Karol Rice
1406 Wilson
Bastrop, TX 78602
512.565.6912

Public hearing was closed.

Presentation was made by City Manager, Lynda Humble and Director of Planning and Zoning, Matt Jones.

A motion was made by Council Member Ennis to approve the first reading of Ordinance No. 2019-51 with the following conditions and to include on the November 12, 2019 agenda for a second reading, seconded by Mayor Pro Tem Nelson, motion was approved on a 5-0 vote.

The conditions were an additional overlay on the LCRA property, providing for building height limitations of 2.5 stories with a maximum of 35 feet and prohibiting apartments.

9B. Hold public hearing and consider action to approve the first reading of Ordinance No. 2019-50 of the City Council of the City of Bastrop, Texas amending the 2036 Comprehensive Plan by amending Chapter 5, of the Transportation Master Plan, as attached in Exhibit A; and providing for findings of fact, adoption, enforcement, a repealer and severability; establishing an effective date; proper notice and meeting and move to include on the November 12, 2019 agenda for a second reading.
Public hearing was opened.

Public hearing was closed.

A motion was made by Council Member Rogers to approve the first reading of Ordinance No. 2019-50 and to include on the November 12, 2019 agenda for a second reading, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

9D. Hold public hearing and consider action to approve the first reading of Ordinance No. 2019-52 of the City Council of the City of Bastrop, Texas adopting the Authentic Bastrop Pattern Book, as attached in Exhibit A; providing for findings of fact, adoption and amendments, a repealer, severability, and enforcement; establishing an effective date; proper notice and meeting; and move to include on the November 12, 2019 agenda for a second reading.
Public hearing was opened.

Public hearing was closed.

A motion was made by Council Member Ennis to approve the first reading of Ordinance No. 2019-52 and to include on the November 12, 2019 agenda for a second reading, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

9E. Hold public hearing and consider action to approve the first reading of Ordinance No. 2019-53 of the City Council of the City of Bastrop, Texas adopting the Bastrop Building Block Technical Manual("B3TM"), as attached in Exhibit A; providing for findings of fact, adoption and amendments, a repealer, severability, and enforcement; establishing an effective date; and move to include on the November 12, 2019 agenda for a second reading.
Public hearing was opened.

Public hearing was closed.

A motion was made by Council Member Rogers to approve the first reading of Ordinance No. 2019-53 and to include on the November 12, 2019 agenda for a second reading, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

9F. Hold public hearing and consider action to approve the first reading of Ordinance No. 2019-54 of the City Council of the City of Bastrop, Texas adopting a development manual in compliance with Bastrop Building Block (B3) Code – enacting purpose, authority and jurisdiction, as attached in Exhibit A; establishing a repealing clause; providing severability; providing an effective date; and move to include on the November 12, 2019 agenda for a second reading.
Public hearing was opened.

Public hearing was closed.

A motion was made by Council Member Jackson to approve the first reading of Ordinance No. 2019-54 and to include on the November 12, 2019 agenda for a second reading, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

9G. Hold public hearing and consider action to approve the first reading of Ordinance No. 2019-55 of the City Council of the City of Bastrop, Texas adopting the 2036 Comprehensive Plan as attached in Exhibit A; providing for findings of fact, adoption, enforcement, a repealer and severability; establishing an effective date; proper notice and meeting; and move to include on the November 12, 2019 agenda for a second reading.
Public hearing was opened.

Public hearing was closed.

A motion was made by Council Member Rogers to approve the first reading of Ordinance No. 2019-55 and include on the November 12, 2019 agenda for a second reading, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

9H. Consider action to approve the first reading of Ordinance 2019-57 of the City Council of the City of Bastrop, Texas adopting Schedules of Uniform Submittal Dates for 2019/2020 for Neighborhood Regulating Plans as shown as Exhibit A, in order to comply with Texas Local Government Code Chapter 212, which requires Neighborhood Regulating Plans to be reviewed within thirty (30) days of submittal or deemed approved; and providing for findings of fact, enactment, enforcement, a repealer, and severability; establishing an effective date; and proper notice and meeting; and move to include on the November 12, 2019 agenda for a second reading.

A motion was made by Council Member Jackson to approve the first reading of Ordinance No. 2019-57 and include on the November 12, 2019 agenda for a second reading, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

9O. Consider action to approve Resolution No. R-2019-104 of the City Council of the City of Bastrop, Texas, authorizing the assignment of the Amended and Restated Development Agreement and the Amended and Restated Consent Agreement for Creation of, and Inclusion of Land in, Conservation and Reclamation Districts between the City of Bastrop, Texas and XS Ranch Fund VI, LP to Pacific Ventures Development Management, LLC upon the completion of the sale of said property; authorizing the City Manager to execute all necessary documentation; providing for a repealing clause, and establishing an effective date.

Presentation was made by City Manager, Lynda Humble.

A motion was made by Mayor Pro Tem Nelson to approve Resolution No. R-2019-104 with the following amendments, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

Amendments:

1. **The City of Bastrop will assign the development and consent agreements over to Pacific Ventures Development Management, LLC upon completion of the sale of XS Ranch.**
2. **The City of Bastrop acknowledges December 12, 2014, as the effective date.**
3. **Rather than just stating "The Pacific Ventures Development Management" the City will add the words "or their wholly or substantially owned successors and assigned".**

PRESENTATIONS CONTINUED

4F. A proclamation of the City Council of the City of Bastrop, Texas proclaiming the 4th – 8th of November 2019 as Municipal Court Week.

The proclamation was read into record by Mayor Schroeder and received by Kim Walters, Court Administrator; Myra Espinoza, Trial Court Coordinator; and Patsy Paranich, Juvenile Case Manager.

STAFF AND BOARD REPORTS

6B. Receive Quarterly Presentation from the Bastrop YMCA.

Presentation was made by Terry Moore, YMCA Executive Director.

6C. Receive Presentation and Update from the Bastrop Opera House.
Presentation was made by Lisa Holcomb, Executive Director, Bastrop Opera House.

6D. Receive Presentation and Update from the Bastrop County Historical Society.
Presentation was made by Kay Sapikas, Director, Bastrop County Historical Society.

6E. Receive Quarterly Report on the Bastrop Convention & Exhibit Center.
Presentation was made by Assistant City Manager of Public Safety & Community Support, James Altgelt.

6A. Receive Monthly Development Update.
Presentation was made by Planning and Zoning Director, Matt Jones.

PRESENTATIONS CONTINUED

4A. Mayor's Report

4B. Councilmembers' Report

4C. City Manager's Report

4E. A proclamation of the City Council of the City of Bastrop, Texas, recognizing November 1, 2019 as City of Bastrop Arbor Day.

CITIZEN COMMENTS - NONE

CONSENT AGENDA

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

8A. Consider action to approve City Council minutes from October 8, 2019, Regular meeting.

8B. Consider action to approve the second reading of Ordinance No. 2019-47 of the City Council of the City of Bastrop, Texas, granting a Conditional Use Permit for the expansion of a church use for Friendship Bible Baptist Church in Friendship Bible Subdivision, located at 1903 Pecan Street, within the city limits of Bastrop, Texas, as attached in Exhibit A and Exhibit B; setting out conditions, including a severability clause; and establishing an effective date.

8C. Consider action to approve the second reading of Ordinance No. 2019-46 of the City Council of the City of Bastrop, Texas amending the Bastrop City Code Of Ordinances, Chapter 3, Article 3.01 – "General Provisions," Section 3.01.002 "Bond And Insurance

Requirements"; and providing for findings of fact, enactment, enforcement, a repealer, and severability; establishing an effective date; and proper notice and meeting.

8D. Consider action to approve Resolution No. R-2019-90 of the City Council of the City of Bastrop, Texas, approving the Financial Management Policy, which is attached as Exhibit A; providing for a repealing clause and establishing an effective date.

INDIVIDUAL CONSIDERATION CONTINUED

9A. Consider action to approve Resolution No. R-2019-107 of the City Council of the City of Bastrop, Texas confirming board appointments of the Mayor, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date.
A motion was made by Council Member Ennis to approve Resolution No. R-2019-107, seconded by Council Member Jackson, motion was approved on a 5-0 vote.

9I. Consider action to approve Resolution No. R-2019-106 of the City Council of the City of Bastrop, Texas authorizing the City Manager to execute a Special Warrant Deed transferring 2.07 acres of land in Lake Bastrop acres to Bastrop County for use as park land in consideration of Ten Dollars and 00/100 cents ($10.00), as attached in Exhibit A; providing for a repealing clause; and establishing an effective date.
A motion was made by Mayor Pro Tem Nelson to approve Resolution No. R-2019-106, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

9J. Consider action to approve the first reading of Ordinance No. 2019-48 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 as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date, and move to include on the November 12, 2019 City Council agenda for a second reading.
Presentation was made by Chief Financial Officer, Tracy Waldron.

A motion was made by Council Member Rogers to approve the first reading of Ordinance No. 2019-48 and move to include on the November 12, 2019 agenda for a second reading, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

9K. Consider action to approve the first reading of Ordinance No. 2019-49 of the City Council of the City of Bastrop, Texas amending Construction Standards Technical Manual dated January 2012, amending Chapter 1 – Section II References, Abbreviations and Definitions and adding Street Typical Street Cross-Sections, as attached in Exhibit A; providing for findings of fact, adoption, enforcement, a repealer and severability; establishing an effective date; proper notice and meeting and move to include on the November 12, 2019 agenda for a second reading.
A motion was made by Council Member Rogers to approve the first reading of Ordinance No. 2019-49 and move to include on the November 12, 2019 agenda for a second reading, seconded by Council Member Jackson, motion was approved on a 5-0 vote.

9L. Consider action to approve Resolution No. R-2019-108 of the City Council of the City of Bastrop, Texas, authorizing the City Manager to return the Capital Area Metropolitan Planning Organization (CAMPO) Surface Transportation Program grant intended to fund the construction of the State Park Trail project; providing for a repealing clause and establishing an effective date.
A motion was made by Mayor Pro Tem Nelson to approve Resolution No. R-2019-108, seconded by Council Member Jackson, motion was approved on a 5-0 vote.

9M. Consider action to approve Resolution No. R-2019-109 of the City Council of the City of Bastrop, Texas, approving an Interlocal agreement with Tarrant County allowing the City of Bastrop to participate in the Tarrant County Cooperative Purchasing Program, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing for an effective date.
A motion was made by Council Member Peterson to approve Resolution No. R-2019-109, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

WORK SESSION/BRIEFINGS

5A. Receive a presentation on the City of Bastrop 2020 and 2021 Election Calendars.
Presentation was made by City Secretary, Ann Franklin.

5B. Receive update on a funding request being made to the Bastrop Economic Development Corporation for various park projects.
Presentation was made by Chief Financial Officer, Tracy Waldron.

ADJOURNMENT

Adjourned at 9:50 p.m. without objection.

APPROVED: ATTEST:

_____ _____

Mayor Connie B. Schroeder City Secretary Ann Franklin

The Minutes were approved on November 12, 2019, by Council Member motion, Council Member second. The motion was approved on a vote.

BOARD AND COMMISSION ORIENTATION
October 24, 2019

The Bastrop City Council; Bastrop Art in Public Places; Cemetery Advisory Board; Construction Standards Board; Bastrop Economic Development Board; Ethics Commission; Historic Landmark Commission; Bastrop Housing Authority; Hunters Crossing Local Government Corporation; Library Board; Main Street Advisory Board; Bastrop Parks Board/Tree Board; Planning & Zoning Commission; and Zoning Board of Adjustment attended the Board and Commission Orientation on Thursday, October 24, 2019, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas.

Members present for the Bastrop City Council were: Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Jackson, Rogers and Peterson. Officers present were City Manager, Lynda Humble; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

Members present for the Bastrop Art in Public Places were: Daniel Bailey and Billy Moore.

Members present for the Bastrop Economic Development Corporation were: Mayor Schroeder and Sam Kier,

Members present for the Bastrop Housing Authority were: NONE

Members present for the Cemetery Advisory Board were: Ann Beck and Terry Sanders.

Members present for the Construction Standards Board were: NONE

Members present for the Ethics Commission were: NONE

Members present for the Historic Landmark Commission were: NONE

Members present for the Hunters Crossing Local Government Corporation were: Lynda Humble, Council Member Drusilla Rogers, Mayor Pro Tem Lyle Nelson and CFO Tracy Waldron.

Members present for the Library Board were: Barbara Clemons

Members present for the Parks Board were: Betty Rucker, Dorothy Skarnulis, Kelly Dawson, Barbara Wolanski, Margaret Robinson and Jamie Creacy.

Members present for the Main Street Advisory Board were: Steph Lewis, Terry Moore, Nancy Wood, Jennifer Long, Rhonda Potter, and Ed Skarnulis.

Members present for the Planning and Zoning Commission were: Ishmael Harris and Glenn Johnson.

Members present for the Zoning Board of Adjustments were: NONE

Members present for the Youth Advisory Council were: Jessica Tran and Ambrose Kopetanrs

ORIENTATION – CALL TO ORDER

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

BOARDS AND COMMISSIONS CALL TO ORDER

Bastrop Art in Public Places – No quorum present.
Bastrop Economic Development Corporation – No quorum present.

Bastrop Housing Authority – No quorum present.
Cemetery Advisory Board – No quorum present.
Ethics Commission – No quorum present.
Construction Standards Board – No quorum present.
Historic Landmark Commission – No quorum present.
Hunters Crossing LGC – Meeting was called to order with a quorum being present.
Library Board – No quorum present.
Main Street Advisory Board – Meeting was called to order with a quorum being present.
Parks Board – Meeting was called to order with a quorum being present.
Planning & Zoning Commission – No quorum present.
Zoning Board of Adjustments – No quorum present.

WELCOME AND PURPOSE OF ORIENTATION
Mayor Schroeder gave the welcome and purpose of the orientation.

OVERVIEW OF OPEN MEETINGS ACT
Presented by City Attorney, Alan Bojorquez.

ETHICS ORDINANCE AND YOUR RESPONSIBILITIES AS A BOARD MEMBER
Presented by City Attorney, Alan Bojorquez.

GENERAL PROTOCOL FOR BEING A GOOD BOARD MEMBER
Presented by City Attorney, Alan Bojorquez.

LEGISLATIVE IMPACT ON LOCAL CONTROL
Presented by Mayor Schroeder.

ADJOURNMENT

At 8:48 p.m., Mayor Schroeder adjourned all boards without objections.

APPROVED: ATTEST:

_____ _____
Mayor Connie B. Schroeder City Secretary Ann Franklin

The Minutes were approved on November 12, 2019, by Council Member _____'s motion, Council Member _____'s second. The motion was approved on a _-_ vote.

MINUTES OF JOINT WORKSHOP WITH BASTROP CITY COUNCIL AND CONSTRUCITON STANDARDS BOARD

November 5, 2019

The Bastrop City Council and Construction Standards Board met in a Joint Workshop Meeting on Tuesday, November 5, 2019, at 6:30 p.m. at the Bastrop City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas. Members present for the Bastrop City Council were: Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Jackson and Rogers. Officers present were: City Manager, Lynda Humble, Deputy City Secretary, Traci Chavez, and Assistant City Manager, James Altgelt. Members present for the Construction Standards Board were: Chair, Michael Osborn, Members Chase McDonald and David McKenzie.

CALL TO ORDER

a. Mayor Schroeder called the meeting of the Bastrop City Council to order with a quorum being present at 6:32 p.m. Council Members Bill Peterson and Bill Ennis were absent.
b. Chair, Michael Osborn called the meeting of the Construction Standards Board to order with a quorum being present at 6:32 p.m. Board Members Joel Bauman and Cliff Copeland were absent.

WORK SESSION

3A. Receive and discuss the Construction Standards Board's recommendations regarding the adoption of the ICC Codes with the amendments from the Building Official, Bastrop Fire Department, Bastrop Power and Light, and their recommendation for not adopting the International Property Maintenance Code or International Wildland-Urban Interface Code at this time.
Chief Rosales presented a Power Point to discuss proposed changes.

ADJOURNMEMNT

Mayor Schroeder adjourned the Bastrop City Council meeting at 7:21 p.m. without objection.

Chair Michael Osborn adjourned the Construction Standards Board at 7:21 p.m. without objection.

APPROVED: ATTEST:

Mayor Connie B. Schroeder Deputy City Secretary Traci Chavez

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 8B

TITLE:
Consider action to approve the second reading of Ordinance No. 2019-48 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 as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

STAFF REPRESENTATIVE:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
The FY2019 budget was approved by City Council on September 25, 2018. Since that approval, the City has spent more than it anticipated. The budget amendment explanations are as follows:

Budget Amendment #1: General Fund-Legal Services

Legal Services in the General Fund were originally budgeted at $200,000. The total expense is anticipated to be closer to $400,000 as stated in the City Manager's FY 2020 Budget Memo. Staff has been monitoring this account since April and started identifying available funds within the General Fund to help cover this difference of $200,000. The detail provided in Exhibit A to the Ordinance identifies the accounts that will make up this difference from the original budget to the actual expense.

Budget Amendment #2: General Fund-Legal Settlement

The Vandiver Settlement was a known liability by City Staff but the timing of when this settlement would need to be paid out was unknown. This settlement was resolved during FY 2019 and the City paid this $100,000 liability. Once staff became aware of this expenditure, the funds to cover this were identified. The Innovation Fund was created with excess available fund balance over the 25% reserve requirement from the General Fund. The Innovation Fund is used to fund one-time projects. This money can be transferred back to the General Fund to cover one-time expenditures if needed. The detail provided in Exhibit A to the Ordinance identifies the details of this transfer from Innovation Fund to General Fund.

Budget Amendment #3: Cemetery Fund

The Cemetery Fund amendment is to use available fund balance to cover the approved purchase of real property adjacent to the Fairview Cemetery. This was not in the budget for FY 2019. This approval to purchase the real property was made during the June 25, 2019 Council Meeting. The sale of this property did not close until August 15, 2019 and totaled $117,900.

City Council approved this item on first reading at the meeting held October 22, 2019.

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

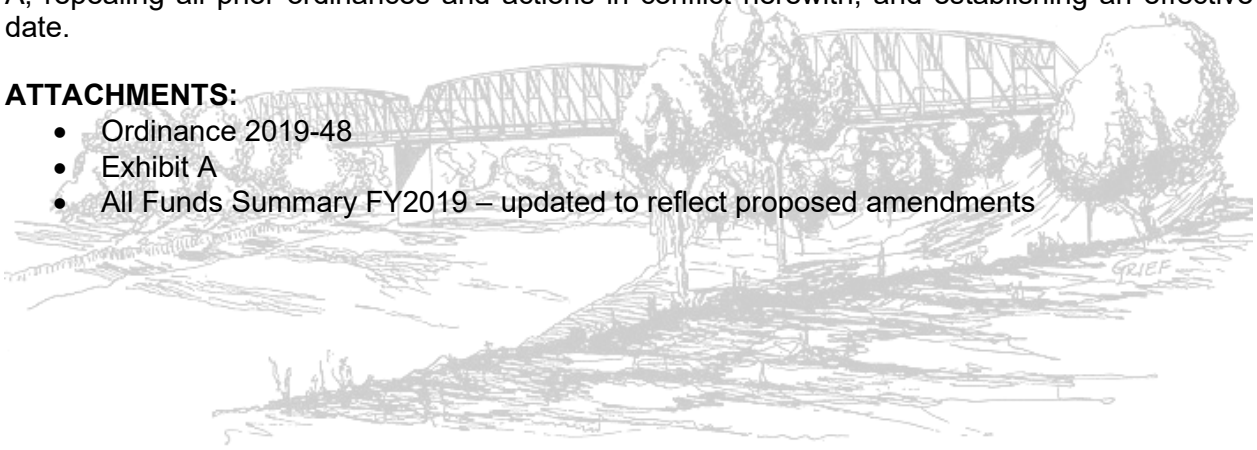
The City Charter requires that when the budget is amended, that the amendment be made by Ordinance.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve the second reading of Ordinance No. 2019-48 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 as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

ATTACHMENTS:

- Ordinance 2019-48
- Exhibit A
- All Funds Summary FY2019 – updated to reflect proposed amendments



ORDINANCE NO. 2019-48

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, AS ATTACHED IN EXHIBIT A; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop, Texas has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 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 amendment(s) for the Fiscal Year 2019, as submitted to the City Council by the City Manager and which budget amendment(s) are attached hereto as Exhibit A, are hereby adopted and approved as the amended budget of said city for Fiscal Year 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 22nd day of October 2019.

READ and ADOPTED on Second Reading on the 12th day of November 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

FY 2019 Budget Book (Page 126)
Organizational – Contractual Services

Original Budget	$437,957
Expected Expenditure	$737,957
Difference	**$300,000**

This difference will be handled through two amendments as follows:

Budget Amendment #1: General Fund-Legal Services

The legal services were originally budgeted at $200,000. This year we have had additional legal expenses outside the normal general business of the City. This additional work was highlighted in the FY 2020 City Managers budget memo: (Budget Book Page 18-19)

- In FY 2019, there was $315,000 in unbudgeted expenses that have been covered by additional salary savings and unspent expenditures. Staff anticipated in the April/May timeframe that these expenditures could occur. An operational plan was established to monitor monthly. There is $100,000 in litigation expenses that paid for the Vandiver settlement, which was not budgeted due to the unknown timing of payments per the agreement. City Attorney legal fees are projected to be $415,000, which is $215,000 more than budgeted due to the significant amount of work accomplished in FY2019 associated with ***Building Bastrop codes, the moratorium, the 1445 Ordinance, the Grandfathering Ordinance, the Storm Drainage Ordinance, and contract reviews for all new engineering contracts and CIP projects, just to name a few.*** The increase in attorney fees are due to one-time projects and not anticipated to be a reoccurring expense in FY 2020 at the FY 2019 level. A budget amendment will be required in September to cover these expenses, once we have a better grasp of final numbers.

The difference needs to be applied to the following accounts:

Legal Services (101-02-00-5525) **$200,000**

The difference will be addressed through the following:

Salary Savings from following departments due to vacancies:		
City Manager	101-03-00-5101	$25,000
Finance	101-05-00-5101	$30,000
Information Technology	101-07-00-5101	$6,000
Police-Administration	101-09-10-5101	$20,000
Police-Code/Animal Control	101-09-12-5101	$3,000
Fire	101-11-00-5101	$10,000
Development Services-Planning	101-15-00-5101	$14,000

Public Works	101-18-15-5101	$23,000
Parks	101-18-19-5101	$13,000
Library	101-21-00-5101	$23,000
	Total Salary Savings	***$167,000***
Other accounts in the General Fund with available funds:		
Information Technology-Travel & Training	101-07-00-5605	$6,000
Police-Admin-Prisoner Housing	101-09-10-5663	$6,000
Police (Code/Animal Control)-Contractual Services	101-09-12-5561	$4,000
Public Works (Admin)-Contractual Services	101-18-10-5530	$7,000
Development Services (Engineering)-Contractual Services	101-15-16-5505	$10,000
	Total Other Savings	***$33,000***
	TOTAL AVAILABLE FUNDS	***$200,000***

This amendment is only a transfer between departments and has no effect on the General Funds fund balance.

Budget Amendment #2: General Fund-Legal Settlement

The settlement fees for the Vandiver lawsuit was not originally budgeted in FY2019. This settlement resulted in two payments of $50,000 for a total of $100,000 difference.

The difference needs to be applied to the following accounts:

Legal Services-Settlement (101-02-00-5527) **$100,000**

The difference will be addressed through the following:

Transfer in from the Innovation fund **$100,000**

As stated in the staff report, staff had identified the source of funding to cover this settlement liability. After the FY 2019 budget was approved the Fire Department re-evaluated several item requests that had been included in the Innovation Fund (see pages 222 & 223 of the FY 2020 Budget Book). The SCBA refurbished packs and bottles totaling ($16,400 + $71,000=$**87,400**) would only extend the life for an additional two years. It was determined that purchasing new packs and bottles for a life of 15-20 years (which has now been included in the FY 2020 Certificate of Obligation for fire equipment) is the more responsible option. The additional $**12,600** needed, is coming from the Chicken Capture-relocate line item that was not needed due to staff performing this function versus paying an outside party. These two items equal the **$100,000** amount needed to cover the settlement liability.

This amendment is only a transfer between departments and has no effect on the General Funds fund balance.

Budget Amendment #3: Cemetery Fund

During the month of June, the City was approached regarding property that was for sale adjacent to the front of Fairview Cemetery. The City had attempted to purchase this same piece of property several years prior, but the sale fell through. City Council approved the purchase of this property at the June 25, 2019 Council Meeting. The sale was completed in August 2019.

FY 2019 Budget Book (Page 293)

Original Budget – Total Expenditures	$92,780
Actual Expense	$210,680
Difference	**$117,900**

The difference needs to be applied to the following accounts:

Capital Outlay-Real Property (525-00-00-6060) **$117,900**

The difference will be addressed through the following:

Reduction in Fund Balance within the Cemetery Fund **$117,900**

City of Bastrop

All Funds Summary FY2019

	GENERAL FUND	STREET MAINTENANCE FUND	DEBT SERVICE FUNDS	HOTEL TAX FUND	SPECIAL REVENUE FUNDS	WATER/ WASTEWATER FUNDS	BP&L FUND	CAPITAL IMPROVEMENT FUNDS	INTERNAL SERVICE FUND	TOTAL ALL FUNDS
BEGINNING FUND BALANCES	$ 2,566,858	$ -	$ 306,992	$ 3,425,181	$ 2,440,787	$ 5,824,328	$ 4,072,418	$ 8,260,931	$ 1,866,409	$ 28,763,904
REVENUES:										
AD VALOREM TAXES	3,533,514		1,863,009		-	-	-	-		5,396,523
SALES TAXES	4,864,390				-	-	-	-		4,864,390
FRANCHISE & OTHER TAXES	517,966			2,736,000	23,000	-	-	-		3,276,966
LICENSES & PERMITS	699,500			2,000	-	-	-	-		701,500
SERVICE FEES	543,936			283,350	1,166,548	5,667,190	7,648,040	-	311,563	15,620,627
FINES & FORFEITURES	334,000				14,500	-	-	-		348,500
INTEREST	50,000	6,000	10,850	44,500	35,850	88,386	56,000	85,500	15,500	392,586
INTERGOVERNMENTAL	72,878			62,312	1,644,576	-	-	-		1,779,766
OTHER	84,768		247,619	-	30,700	8,000	17,000	102,291	30,000	520,378
TOTAL REVENUES	10,700,952	6,000	2,121,478	3,128,162	2,915,174	5,763,576	7,721,040	187,791	357,063	32,901,236
OTHER SOURCES										
Other Financing Sources								465,000		465,000
Interfund Transfers	909,750	1,100,000	516,185	486,084	4,700	2,334,257	-	453,825	254,500	6,059,301
TOTAL REVENUE & OTHER SOURCES	11,610,702	1,106,000	2,637,663	3,614,246	2,919,874	8,097,833	7,721,040	1,106,616	611,563	39,425,537
TOTAL AVAILABLE RESOURCES	$ 14,177,560	$ 1,106,000	$ 2,944,655	$ 7,039,427	$ 5,360,661	$ 13,922,161	$ 11,793,458	$ 9,367,547	$ 2,477,972	$ 68,189,441
EXPENDITURES:										
GENERAL GOVERNMENT	4,318,584	566,797			1,416,576	-	-	707,807		7,009,764
PUBLIC SAFETY	4,288,702				466,950	-	133,800	228,000		5,117,452
DEVELOPMENT SERVICES	1,057,874				-	-	-	514,325		1,572,199
COMMUNITY SERVICES	1,589,458			346,994	322,175	-	160,493	533,854		2,952,974
UTILITIES					18,500	3,938,419	6,123,910	-		10,080,829
DEBT SERVICE			2,716,641		-	1,425,805	-	-		4,142,446
ECONOMIC DEVELOPMENT				3,108,866	-	-	-	-		3,108,866
CAPITAL OUTLAY					732,355	2,857,105	585,000	4,559,109	423,764	9,157,333
TOTAL EXPENDITURES	11,254,618	566,797	2,716,641	3,455,860	2,956,556	8,221,329	7,003,203	6,543,095	423,764	43,141,863
OTHER USES										
Interfund Transfers	266,084		-	516,186	575,392	1,883,565	1,341,575	1,476,500	-	6,059,301
TOTAL EXPENDITURE & OTHER USES	11,520,702	566,797	2,716,641	3,972,046	3,531,948	10,104,894	8,344,778	8,019,595	423,764	49,201,164
ENDING FUND BALANCES	$ 2,656,858	$ 539,203	$ 228,014	$ 3,067,381	$ 1,828,713	$ 3,817,267	$ 3,448,680	$ 1,347,952	$ 2,054,208	$ 18,988,277
% of Expenditures	26.4%	95.1%	8.4%	88.8%	52%	71.2%	53.7%	20.6%	484.8%	55.9%

City Council Amendment October 22, 2019

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 9A

TITLE:
Consider action to approve Resolution No. R-2019-110 of the City Council of the City of Bastrop, Texas regarding the Bastrop Central Appraisal District (CAD) election voting for the 2020-2021 Board of Directors; establishing a repealing clause; and providing an effective date.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager

BACKGROUND:
There are five (5) board of directors on the ballot for re-election. Each will be elected if they receive at least one vote. The City of Bastrop receives 210 votes based on the proportion of the 2018 levy.

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-110 of the City Council of the City of Bastrop, Texas regarding the Bastrop Central Appraisal District (CAD) election voting for the 2020-2021 Board of Directors; establishing a repealing clause; and providing an effective date.

ATTACHMENT:
- Resolution
- Election of Board of Directors Letter

RESOLUTION R-2019-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, REGARDING THE BASTROP CENTRAL APPRAISAL DISTRICT ELECTION VOTING FOR THE 2020-2021 BOARD OF DIRECTORS; ESTABLISHING A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of Bastrop participates in the Bastrop Central Appraisal District; and

WHEREAS, Chapter 6 of the Property Tax Code allows each tax unit to cast votes for the Board of Directors of the Bastrop Central Appraisal District in proportion to their tax levy; and

WHEREAS, the City of Bastrop is allocated 210 votes based on their 2018 Levy; and

WHEREAS, the City of Bastrop met in open session to consider the casting of the votes to which they are entitled; and

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

The City of Bastrop does hereby cast votes for the following person or persons to the Board of Directors of the Bastrop Central Appraisal District for a two-year term to begin January 1, 2020.

Nominee	**Votes Cast For:**
Emanuel, Roderick	_____
Glass, David	_____
Hector, Bill	_____
Redd, David	_____
Snyder, Dennis	_____

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of November, 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney



BASTROP CENTRAL APPRAISAL DISTRICT

P.O. DRAWER 578 • BASTROP, TEXAS 78602-0578
PHONE (512) 303-1930 • FAX (512) 303-4805

BOARD OF DIRECTORS

DAVID REDD
Chairman

BRYAN BRACEWELL
Secretary

RODERICK EMANUEL
BILL HECTOR
DENNIS SNYDER
LINDA HARMON

October 28, 2019

The Hon. Connie Schroeder, Mayor
City of Bastrop
P. O. Box 427
Bastrop TX 78602

Re: Election of Board of Directors
Bastrop Central Appraisal District

Dear Mayor Schroeder:

Enclosed is the resolution to provide to your governing body which may be used to vote for members of the Board of Directors of the Bastrop Central Appraisal District. The term begins January 1, 2020 and ends December 31, 2021.

Each voting unit must cast its vote by written resolution and submit it to the Chief Appraiser before **December 15, 2019**. The **City of Bastrop** has **210** votes out of a total of 5000 to cast for the candidate(s) of its choice.

The resolution should be placed on an agenda of your governing body, and when approved, be sent back to me as election administrator. You may send it to P. O. Box 578, Bastrop, TX 78602, fax it to 512-303-4805, or attach it to an e-mail addressed to faun@bastropcad.org.

As always, if you have questions, please call me.

Sincerely yours,

Faun Cullens

Faun Cullens, RPA
Chief Appraiser

Enclosure

cc: Ms. Lynda Humble, City Manager
Tracy Waldron, Chief Financial Officer

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 9B

TITLE:
Consider action to approve Resolution No. R-2019-100 of the City Council of the City of Bastrop, Texas, adopting a wholesale wastewater agreement with West Bastrop Village Municipal Utility District of Bastrop County and West Bastrop Village, Ltd.; attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager
Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:
The City of Bastrop hired NewGen Services to assist with the development of a wholesale wastewater rate that will allow the City of Bastrop to manage the imminent growth while remaining fiscally sustainable. As Austin continues to grow and be consistently named one of the most desirable places to live, growth will continue to move east toward Bastrop. It is vital that the City of Bastrop be poised and ready to handle development. The current City Council has made a commitment to be prepared for the expected growth. The daunting task of managing a Certificate of Convenience and Necessity (CCN) that is three times larger than the present city limits is important to future growth and fiscal sustainability.

A standardized draft wholesale wastewater agreement was approved by Council in April of 2019 by Resolution R-2019-32. Since that time, the City of Bastrop has acquired a wholesale customer and has had the opportunity to better vet the standardized agreement. The attached agreement reflects the following changes:

- Better defining the “Connecting Facilities” and associated cost.
- Providing the current impact fees for water & wastewater.
- Simplifying the impact fee calculations and the cost of reserving capacity in the wastewater treatment plant (WWTP).
- Meter specifications and ownership of the meters.
- Current and future WWTP capacity and the ability of the developer to assign to another project.
- Term of the agreements. (50 yrs.)
- Inflow & infiltration testing requirements and limits.
- Sewer strength surcharge fees.

This resolution will repeal R-2019-32 and replace the standardized wholesale wastewater agreement with this document, which will now serve as the standardized wholesale wastewater agreement template.

POLICY EXPLANATION:
The City Charter grants the City Council the authority in Section 3.01 Powers and Duties (13) provide for a sanitary sewer and water system and require property owners to connect with such sewer system and provide for penalties for failure to make sanitary sewer connections. The City's Code of Ordinance further established areas of service and utility rates.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-100 of the City Council of the City of Bastrop, Texas, adopting a wholesale wastewater agreement with West Bastrop Village Municipal Utility District of Bastrop County and West Bastrop Village, Ltd.; attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:
- Resolution
- Wholesale Wastewater Agreement



RESOLUTION NO. R-2019-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ADOPTING A WHOLESALE WASTEWATER AGREEMENT WITH WEST BASTROP VILLAGE MUNICIPAL UTILITY DISTRICT OF BASTROP COUNTY AND WEST BASTROP VILLAGE, LTD.; ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, City Council understands the importance of fiscal sustainability; and

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

WHEREAS, the City of Bastrop understands the importance of focusing on the standardization of wastewater wholesales and providing fairness and consistency; and

WHEREAS, the City of Bastrop adopted a standardized wholesale wastewater agreement on April 23, 2019 by Resolution R-2019-32; and

WHEREAS, the City of Bastrop choses to approve the attached wholesale wastewater agreement shown as exhibit A; and

WHEREAS this Resolution R-2019-100 expressly repeals and replaces Resolution R-2019-32; and

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

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

Section 1. The City Manager is hereby authorized to execute a contract between the City of Bastrop and West Bastrop Village Municipal Utility District of Bastrop County and West Bastrop Village Ltd. (attached as Exhibit A) as well as all other necessary documents.

Section 2. The City Council adopts a standardized wholesale wastewater agreement, as attached in Exhibit A, for use with future wholesale customers.

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. 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, Texas this 12th day of November 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Style Definition: ARTICLE I.

WHOLESALE WASTEWATER AGREEMENT BETWEEN THE CITY OF BASTROP, WEST BASTROP VILLAGE MUNICIPAL UTILITY DISTRICT OF BASTROP COUNTY AND WEST BASTROP VILLAGE, LTD.

This WHOLESALE WASTEWATER AGREEMENT ("**Agreement**") is made and entered into by and between the CITY OF BASTROP, a home rule city located in Bastrop County ("**Bastrop**" or "**City**") and the West Bastrop Village Municipal Utility District of Bastrop County, a political subdivision of the state operating under Chapters 49 and 54, Texas Water Code ("**District**"), and West Bastrop Village, LTD., a Texas limited partnership ("**Developer**") (collectively referred to herein as the **"Parties"**). The Parties hereby mutually agree as follows:

RECITALS

WHEREAS, the City and the Developer entered into a Planned Development Agreement, to be known in this Agreement as "the PDA" on August 11, 2006, requiring a wholesale utility agreement; and

WHEREAS, by Resolution R-2006-24, on September 13, 2006, the City granted consent for creation of West Bastrop Village Municipal Utility District; and

WHEREAS, by Order signed on April 24, 2007, the Texas Commission on Environmental Quality granted the Petition for Creation of West Bastrop Village Municipal Utility District; and

WHEREAS, by Resolution R-2007-12 the City confirmed its consent for creation of the West Bastrop Village Municipal Utility District, on June 26, 2007; and

WHEREAS, the District encompasses approximately 347.9 acres of land within the extraterritorial jurisdiction ("ETJ") of the City (the "Tract"). The Tract is more particularly described in Exhibit "A"; and

WHEREAS, Developer intends to develop the Tract as a master-planned, mixed-use community, initially to be referred to as "West Bastrop Village" projected to consist primarily of residential uses, expected at the time of execution of this Agreement to include approximately 1,500 homes, and also will include other limited nonresidential uses (the "Development"); and

WHEREAS, the Tract is within Bastrop's sewer CCN (20466) (Exhibit "B"), from which the City will provide wastewater services to the District; and

WHEREAS, Bastrop, District and Developer wish to enter into this Agreement, to provide the terms of wholesale wastewater service for the benefit of the present and future residents of the City and the District; and

NOW, THEREFORE, for and in consideration of the agreements set forth below, the City, District and Developer agree as follows:

ARTICLE I. DEFINITIONS

Section 1.01 Definitions of Terms.

In addition to the terms otherwise defined in the above recitals; in the City's ordinances; or the provisions of this Agreement, the terms used in this Agreement will have the meanings set forth below.

Agreement: means this Wholesale Wastewater Agreement by and among the City of Bastrop, Texas, District, and Developer.

***Bastrop System*:** means all of the Wastewater equipment, lines, components and facilities of Bastrop that are used for the collection, transportation, treatment, monitoring, regulation and disposal of Wastewater received from the District, including the Existing Wastewater Treatment Plant, and WWTP#3.

Billing Period: means the monthly billing period established by Bastrop in its sole discretion, which may be a calendar month, or other monthly period as established by Bastrop.

CCN: means a certificate of convenience and necessity or similar permit authorizing a specified entity to be the retail water or sewer service provider in a specified area.

City: means The City of Bastrop, Texas, a home rule municipality, organized and operating pursuant to the applicable laws of the State of Texas

City Manager: means the City of Bastrop's City Manager

Commission or TCEQ: means the Texas Commission on Environmental Quality or its successor agency.

Connecting Facilities: means District-owned infrastructure and facilities utilized to connect any Internal Facilities to a Point of Entry, including but not limited to a lift station, meter vault, check valves, air release valves or a manhole.

Costs of the System: means all of Bastrop's costs of acquiring, constructing, developing, permitting, implementing, expanding, improving, enlarging, bettering, extending, replacing, repairing, maintaining, and operating the Bastrop System, including, without limiting the generality of the foregoing, the costs of property, interests in property, capitalized interest, land, easements and rights-of-way, damages to land and property, leases, facilities, equipment, machinery, pumps, pipes, tanks, valves, fittings, mechanical devices, office equipment, assets, contract rights, wages and salaries, employee benefits, chemicals, stores, material, supplies, power, supervision, engineering, testing, auditing, franchises, charges, assessments, claims, insurance, engineering, financing, consultants, administrative expenses, auditing expenses, legal expenses and other similar or dissimilar expenses and costs required for the Bastrop System in accordance with policies of Bastrop's City Council.

Daily BOD loading*:* means the daily biochemical oxygen demand loading as measured based on the arithmetic average of all samples, grab or composite, within a calendar month, consisting of at least four separate representative samples taken in accordance with the Permit.

Developer: means West Bastrop Village, LTD., a Texas limited partnership, its successors or assigns.

Development: means the mixed-use development of the Tract, including residential and non-residential land uses, together with parkland, open space, recreational amenities and related facilities, intended to produce developed lots.

District: means the municipal utility district organized and operating in accordance with Section 54.016, Texas Water Code and Section 42.042, Texas Local Government Code, encompassing the Tract, known as West Bastrop Village Municipal Utility District.

District System: means the Wastewater facilities of the District for collection and transportation of Wastewater from its retail customers to the Points of Entry into the Bastrop System.

District Service Area: means the retail wastewater service territory of the West Bastrop Municipal Utility District, which shall be the boundaries of the West Bastrop Municipal Utility District.

Effective Date: means the last date of execution by all of the Parties.

ETJ: means extraterritorial jurisdiction.

Emergency: means a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or a relatively permanent condition or insufficiency of service or of facilities resulting from causes outside of the reasonable control of Bastrop. The term includes Force Majeure and acts of third parties that cause the Bastrop System to be unable to provide the Wholesale Wastewater Services agreed to be provided herein.

EPA: means the United States Environmental Protection Agency.

Existing Wastewater Treatment Plant: means the City-owned 1.4 MGD wastewater treatment plant operating pursuant to TPDES Permit No. WQ001107600, a copy of which is attached as Exhibit "C".

Force Majeure: means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity other than Bastrop or any civil or military authority, acts, orders or delays of any regulatory authorities with jurisdiction over the parties, insurrections, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of a party.

Governmental Authority: means and includes any federal, state, local or other governmental body, any governmental or quasi-governmental, regulatory or administrative agency, commission, body, or other authority exercising or entitled to exercise any administrative, executive, judicial,

legislative, policy, regulatory or taxing authority or power; or any court or other governmental tribunal.

Infiltration: means water that enters Bastrop's System through defects in the District's System such as cracks or breaks in the piping, manholes or other appurtenances.

Inflow: means water that enters the Bastrop System through direct sources in the District's System such as drain spouts, manholes, clean-outs, or other appurtenances.

***Initial Wastewater Impact Fee*:** means the Wastewater Impact Fee paid to the City within one hundred twenty (120) days of the Effective Date to reserve wastewater capacity equivalent to 53 Wastewater SUEs for the District, as further described in Section 5.05 of this Agreement.

Initial Wholesale Wastewater Service: means the reception, transportation, treatment, and disposal of no more than 24,000 GPD Wastewater to be provided by Bastrop to District, during the period before WWTP#3 is capable of providing service to the District.

Interceptors: means any wastewater mains, including, Trunk Main West, or other wastewater facilities constructed by or on behalf of Bastrop after the Effective Date of this Agreement that connect the City's Existing Wastewater Treatment Plant or WWTP#3 to a Point of Entry.

Internal Facilities: means the internal Wastewater collection and lift station facilities and related equipment, facilities, and appurtenances within the boundaries of the District to be constructed by or on behalf of District for the District's System to the Point of Entry.

Metering Facility: means the Wastewater flow meter, meter vault, and all metering and telemetering equipment, if any, to be installed as, when mutually agreed upon by the parties, but in no event sooner than the time 500 homes are constructed in the District and to be located at a Point of Entry to measure infiltration and inflow from District.

***Monthly Fixed Charge*:** means the City's wastewater Monthly Fixed Charge to be paid by District for wholesale wastewater service, per Water Meter, as adopted in Bastrop Code of Ordinances Section A13.02.002(c) as amended, currently $2.23 per Water Meter.

Parties: means the City, the District, and the Developer.

Planned Development Agreement or PDA: means the agreement entered into by the City and the Developer on August 11, 2006.

Planned Outage: means a shut-down by Bastrop in the operation of all or a portion of Bastrop's System, such that no wastewater service is provided to District (i) which shut-down is scheduled by Bastrop in order to carry out foreseeable preventive, corrective, and other maintenance activities on such System or which may be required by any Governmental Authority; (ii) for which Bastrop has notified District; (iii) which occurs no more than two (2) times in one (1) calendar year; and (iv) lasts for no more than three (3) Days unless another time period is mutually agreed-to in writing by both Parties.

Points of Entry: means the locations, to be approved by Bastrop, District and Developer, in Bastrop's System at which all Wastewater will pass from District's Connecting Facilities to Bastrop's System generally shown on Exhibit "D". Future Points of Entry, if any, shall be agreed upon by Bastrop and District in connection with the acquisition or construction and commencement of operation of new Connecting Facilities, after the Effective Date, that connect to Bastrop's System.

Prohibited Waste: means those substances and wastes prohibited from being discharged into Bastrop's System as identified in Bastrop's Code of Ordinances.

SUE: means Service Unit Equivalent which is currently equivalent to 250 gallons per day of wastewater.

Subsequent Wastewater Impact Fee: means any Wastewater Impact Fee paid after the Initial Wastewater Impact Fees is paid to City, as further described in Section 5.05 of this Agreement.

Tract: means the approximately 347.9 acres of land within the District's boundaries.

Trunk Main West: means the wastewater interceptor that will connect the District to the City's Existing Wastewater Treatment Plant and WWTP#3, as further described in Section 3.07, and shown generally on Exhibit "E".

Waste or Wastewater: means liquid or water borne waste, including without limitation, sewage.

Wastewater Impact Fee: means the City's wastewater Impact Fee in the amount of $5,020 per SUE, as adopted in Bastrop Code of Ordinances Section 10.02.093 as amended.

Wastewater Meter or Wastewater Flow Meter means the meter that may be installed and operated in accordance with Sections 4.01 - 4.03 for the purpose of measuring Inflow/Infiltration into the Bastrop System

Water Meter: means the water meter(s) installed to monitor the flow of wholesale water delivered to the District by the City pursuant to the Wholesale Water Agreement between the District and City entered into as of the same date of this Agreement.

Wholesale Wastewater Service: means the treatment by Bastrop of Wastewater in accordance with the terms and conditions of this Agreement

Wholesale Wastewater Service Area: means the entire Tract.

WWTP#3: The planned wastewater treatment plant to be built by the City in which the District's ultimate capacity needs will be reserved. Its planned location is shown on Exhibit "D".

Section 1.02 Captions.

The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement.

ARTICLE II. PROVISION OF WHOLESALE WASTEWATER SERVICE

Section 2.01 Wholesale Wastewater Service Commitment.

a. Subject to the terms and conditions of this Agreement and the requirements of applicable law, Bastrop agrees to provide Wholesale Wastewater Service to District for the Wholesale Wastewater Service Area in a quantity not to exceed 375,000 GPD in phases as set-forth in Section 2.02 of this Agreement. The City's obligation set-forth in this Section 2.01(a) shall hereinafter be referred to as the "Wholesale Wastewater Service Commitment." The amount of the Wholesale Wastewater Service Commitment, up to 375,000 GPD, is based on a quantity of gallons and is not limited to a number of SUEs. Initially, with SUEs calculated at a flow rate of 250 GPD per connection, 375,000 GPD is sufficient to provide service to approximately 1,500 SUEs. However, in the event (i) the City determines that SUEs in Bastrop's System should be based on less than 250 GPD or (ii) the District determines, based on actual flows, that the connections in the District that are sending wastewater to the Bastrop System are using less than 250 GPD, City, at City's sole discretion may determine that a figure lower than 250 GPD may be used to calculate the number of SUEs that may receive wastewater service pursuant to this Agreement. Any such additional SUEs that receive wastewater service pursuant to this Agreement will require payment of Subsequent Wastewater Impact Fees in accordance with Section 5.05 of this Agreement. The payment of additional Impact Fees shall not apply to capacity paid for, or that is being paid for in installments, prior to the date the flow factor is decreased by the City.

b. The Wholesale Wastewater Service Commitment may be reduced in accordance with Section 5.05 of this Agreement.

c. District or Developer may request that Bastrop increase the Wholesale Wastewater Service Area and/or the Wholesale Wastewater Service Commitment. In such event, Bastrop, District and Developer will enter into good faith negotiations to amend this Agreement to increase the Wholesale Wastewater Service Commitment and/or the Wholesale Wastewater Service Area, as appropriate. Provided, however, to allow flexibility to respond to market conditions, subject to prior written notice by the District or Developer to the City, the Wholesale Wastewater Service Commitment can be increased without the need for amending this Agreement so long as the Bastrop System has capacity available and such increase does not exceed the Wholesale Wastewater Service Commitment set forth herein by more than 25%. In such event, Bastrop City Manager shall provide a letter to the District and Developer, within sixty (60) days of receipt of notice from the District and/or Developer requesting such increase in Wholesale Wastewater Service Commitment, approving the increased Wholesale Wastewater Service Commitment. Impact Fees for additional SUEs that receive service pursuant to this Agreement as a result from such increase in Wholesale Wastewater Service Commitment shall be paid for in accordance with Section 5.05(b) of this Agreement.

Section 2.02 Phasing of Wholesale Wastewater Service.

Subject to the provisions of the foregoing paragraph 2.01, Bastrop shall make Wholesale Wastewater Service available within the Wholesale Wastewater Service Area on a phased basis as follows:

a. Phase 1: Initial Wholesale Wastewater Service in the amount of up to 24,000 GPD shall be made available from the City's Existing Wastewater Treatment Plant to the Wholesale Wastewater Service Area upon acceptance by the City of Connecting Facilities to a Point of Entry.

b. Phase 1A: The Parties recognize and acknowledge that the City, by agreement, has access to 24,000 GPD of committed but unutilized capacity from the Existing Wastewater Treatment Plant to serve the District until such time as WWTP #3 is operational. Notwithstanding, the City is diligently pursuing the permitting, design, construction and operation of WWTP#3 and at the time WWTP#3 is operational, the City's Wholesale Wastewater Service Commitment under this Agreement will be provided through WWTP#3. Although the City may physically provide additional Wholesale Wastewater Service to the Development prior to the operation of WWTP#3, the City's existing wastewater capacity has already been fully committed to others. Therefore, in exchange for the City's Wholesale Wastewater Service Commitment, the Parties agree that if the District or the Developer desire more than 24,000 GPD prior to the time that WWTP#3 is operational, the City may provide additional unutilized capacity if such is available, or the District may temporarily pump and haul wastewater and, if determined necessary by the District, construct and operate at its own expense temporary pump and haul facilities subject to the following conditions, as applicable:

Commented [A1]: Verify that this is the simplified language agreed upon

(1) District will bear all the costs of the design, construction, maintenance and operation of any pump and haul facilities;

(2) District is responsible for obtaining any necessary approvals for the pump and haul facilities and for compliance with any applicable laws or regulations.

(3) All parties agree that pump and haul treatment is not preferred and that no more than 250 SUEs will utilize pump and haul for wastewater service, unless determined necessary by the District in the event City is unable to provide sufficient Wholesale Wastewater Service or WWTP#3 is not completed at such time the District needs additional capacity from WWTP#3;

(4) District is responsible for monitoring any pump and haul facilities to ensure there are no overflows of Wastewater. A TCEQ licensed wastewater disposal company will conduct pump and haul operations. District will provide the City a copy of monthly invoices for pump and haul operations. This should include verification of proper disposal and the total volume of wastewater pumped each month via disposal manifests or similar;

(5) Upon receiving notice from the City that WWTP#3 is operational, District will cease operation of any pump and haul facilities and will be responsible for all costs associated with removing pump and haul facilities;

(6) Prior to constructing any pump and haul facilities, detailed plans, signed and sealed by a Texas Licensed Professional Engineer, must be submitted and approved by the City. Plans shall include, if determined necessary by the District's engineer, all weather access road to collection site and calculations of projected flow;

(7) Any storage tanks for the pump and haul facilities must have constant storage tank level monitoring with auto-dialer capabilities;

(8) District shall provide the storage deemed reasonably sufficient by the District engineer, and approved by the City; and

(9) District understands and agrees that it will not likely recoup the costs of pump and haul from users of any pump & haul facilities, and that District or Developer is responsible for any deficiency in its operation. Neither the District nor the Developer will receive any impact fee credit or reimbursement from the City for the pump & haul facilities or for the removal of any pump & haul facilities unless City fails to provide sufficient Wholesale Wastewater Service in accordance with this Agreement. Provided, however, District shall not be responsible for paying the City any rates, charges or fees attributable to the quantity of wastewater pumped or hauled by District.

c. Phase 2: Up to 375,000 GPD of Wholesale Wastewater Service shall be made available from WWTP #3 to the Wholesale Wastewater Service Area upon acceptance of Connecting Facilities to a Point of Entry.

Section 2.03 Wastewater Strength Limitations.

The Wholesale Wastewater Service Commitment shall be subject to the following additional limitations:

The daily BOD Loading, as measured based on the arithmetic average of all samples, grab or composite, within a calendar month, consisting of at least four (4) separate representative samples taken in accordance with the Permit shall not exceed an average of 0.425 pounds (BOD-5) per SUE allocated to a Phase. The daily BOD Loading for Phase l shall not exceed 76.5 pounds (BOD-5). The daily BOD loading for all subsequent phases shall be calculated in accordance with this subsection.

Daily BOD Loading (BOD-5) = (0.425 pounds) x (number of SUEs requested per phase).

The Parties agree that any increase in the agreed daily BOD of Wholesale Wastewater Service that Bastrop provides to District under this Agreement will require a written amendment of this Agreement duly authorized by the governing bodies of the Parties. Provided, however, City agrees,

if requested by the District, to amend this Agreement to reflect increases to the daily BOD limits, if such rate or limit (i) is inconsistent with industry standards or (ii) should be increased to reflect changes in rules, regulations or technologies, as agreed upon by the City and the District.

Section 2.04 Sole Provider; Waste Disposal Permit Application.

a. For so long as Bastrop meets its obligations under this Agreement, Bastrop will be the sole source of Wholesale Wastewater Service to District for the Wholesale Wastewater Service Area unless: i) Bastrop consents in writing to District's conversion to another wholesale provider; or, ii) Bastrop refuses or fails to provide Wholesale Wastewater Service in accordance with the terms of this Agreement, in which event District shall be free to find an alternative Wholesale Wastewater Service provider or build a wastewater treatment plant to serve the District.

b. Under the terms and conditions set forth herein, Bastrop shall be entitled to provide Wholesale Wastewater Service to District for the Wholesale Wastewater Service Area from any source of treatment capacity available to Bastrop.

Section 2.05 Transferability of Wholesale Service Commitment.

a. Bastrop's commitment to provide Wholesale Wastewater Service under this Agreement is solely to District and solely for the Wholesale Wastewater Service Area. District may not assign or transfer in whole or in part Bastrop's service commitment to any person or entity without Bastrop's approval, which consent shall not be unreasonably withheld, and any assignment will be subject to the terms and conditions of this Agreement.

b. Bastrop may not assign or transfer in whole or in part its obligations under this Agreement to any other person or entity, without District's prior written consent, which consent shall not be unreasonably withheld.

Section 2.06 District Responsible for Retail Connections.

District will be solely responsible for ensuring compliance by its retail customers with the applicable terms of this Agreement and for the proper and lawful application of District's policies and regulations governing connection to the District System.

Section 2.07 Retail Billing and Collection.

District agrees that it will be solely responsible for retail billings to and collections from its customers within the Wholesale Wastewater Service Area.

Section 2.08 Curtailment of Service.

The Parties agree that if Wastewater Service is curtailed by Bastrop to customers of the Bastrop System due to a Planned Outage or Emergency, Bastrop may impose a like curtailment, with notice to District, on Wholesale Wastewater Service provided to District under this Agreement. Bastrop will impose such curtailments in a nondiscriminatory fashion. The curtailment Bastrop imposes on District shall be equal in duration to the curtailment imposed on Bastrop's retail members.

For Planned Outages, Bastrop shall provide notice to District of the date and duration of any Planned Outages to be conducted by Bastrop that may affect wastewater service to the District at least thirty (30) days prior to the Planned Outage. To the extent reasonably possible, Bastrop shall coordinate the timing of any Planned Outage with District and shall cooperate with District to minimize the impact of any Planned Outage on the operation and maintenance of District System.

When an Emergency occurs curtailing wastewater service to District, Bastrop shall notify District of the existence, nature, and expected duration of the Emergency as soon as reasonably practical. Bastrop shall use its best efforts to ensure that any interruption in the provision of wastewater service due to an Emergency shall continue only for so long as reasonably necessary. Bastrop shall immediately inform District of any changes in the nature and expected duration of such Emergency.

Section 2.09 Cooperation during Maintenance or Emergency.

District will reasonably cooperate with Bastrop during periods of Emergency or required maintenance of the Bastrop System. If necessary, upon prior notice, District will operate and maintain the District System in a manner reasonably necessary for the safe and efficient completion of repairs or the replacement of facilities, the restoration of service, and the protection of the public health, safety, and welfare.

Section 2.10 Retail Service and CCN.

The Parties acknowledge and agree that District shall be the retail provider of sewer service to lands within the Wholesale Wastewater Service Area. Bastrop agrees that it will not oppose or protest an application by District to obtain a sewer CCN for the Wholesale Wastewater Service Area within the District boundaries. Bastrop will not provide retail sewer service within the Wholesale Wastewater Service Area and shall amend any agreements providing for Bastrop to provide retail wastewater service within the Wholesale Wastewater Service Area to be consistent with the retail sewer service area boundaries and the agreements regarding inspection of Internal Facilities set forth in this Agreement. The District shall not provide retail wastewater service outside of the District Service Area, without the prior written approval of the City.

ARTICLE III. DESIGN AND CONSTRUCTION OF FACILITIES

Section 3.01 Design and Construction of the Internal Facilities.

a. District will be responsible for design and construction of, or for causing one or more third parties to design and construct, the Internal Facilities within the District System.

b. District agrees to be responsible for and pay for all costs of rights-of-way, easements, design, engineering, contracting, construction and inspection of the Internal Facilities; provided that District may require Developer to be responsible and pay for all or a portion of the costs of rights-of-way, easements, design, engineering, contracting, construction, and inspection of the Internal Facilities. Notwithstanding the foregoing, in the event any Internal Facilities will serve an area outside the District, the City agrees to pay or cause the user(s) of such Internal Facilities to pay its proportionate share of such facilities based on allocated capacity in such facility.

c. The Internal Facilities will be designed and constructed in accordance with applicable regulations and specifications of Bastrop in effect as of the Effective Date, the State of Texas and United States, and with the terms and conditions of this Agreement.

Section 3.02 Design and Construction of the Connecting Facilities.

a. District shall be responsible for design and construction of, or for causing one or more third parties to design and construct, any Connecting Facilities, or modification to the existing Connecting Facilities, required for the transmission of Wastewater to the Bastrop System.

b. Subject to the terms and conditions of this Agreement, District agrees to engage or cause to be engaged the services of a professional engineer registered in Texas to produce the engineering design, including detailed plans and specifications for Connecting Facilities in conformance with Bastrop's design criteria and construction standards in effect as of the Effective Date, and any approved variances. Notwithstanding the foregoing, at the option of the District or Developer, District or Developer may avail itself of any change to laws, rules, regulations or ordinances affecting the Tract. The plans and specifications will address the sizing, routing, material selection, service method, cost estimates, proposed construction schedule, easements, and such other requirements and information required in Bastrop's Construction Standards Manual, Ordinance or other City regulation related to the design and construction of public improvements that are reasonably necessary or advisable for proper review and assessment of the plans and specifications. The design for the Connecting Facilities shall be procured at District's sole expense; provided that District may cause Developer to be responsible for designing the Connecting Facilities, and the cost thereof. The plans and specifications for the Connecting Facilities will be submitted to Bastrop for review and comment before District approves said plans and specifications. Bastrop shall approve the plans and specifications or provide written comments in accordance with any applicable state-mandated timeframes and applicable City policies and processes. District shall cause any comments provided by Bastrop that comply with the applicable design criteria and construction standards to be addressed.

c. District solely shall be responsible for the construction of the Connecting Facilities, or for causing Developer to be responsible for the construction of the Connecting Facilities. District solely shall be responsible for funding construction, and all costs related thereto, of the Connecting Facilities, or for causing one or more third party developers or owners of land within the Wholesale Wastewater Service Area to be responsible for funding construction, and all costs related thereto, of the Connecting Facilities.

d. District agrees to be responsible for, and pay for all costs of rights-of-way, easements, design, engineering, contracting, construction and inspection of the Connecting Facilities required to be constructed for the connection to the Bastrop System, or for causing Developer to be responsible for and to pay all costs of rights-of-way, easements, design, engineering, contracting, construction and inspection of the Connecting Facilities required to be constructed for the connection to the Bastrop System. Provided, however, if any such facilities are oversized to serve land outside the District, the City shall pay or cause to be paid the costs related to such oversizing.

e. The parties will cooperate in good faith to determine the location of Connecting Facilities that are located in Bastrop's ETJ and within the District boundaries. Bastrop agrees to cause the dedication of easements or rights-of-way that may be necessary for the location and installation of Connecting Facilities within the ETJ of Bastrop. Pursuant to separate written instruments, Bastrop will further allow District to access and use rights-of-way and easements owned or controlled by City for the purpose of installing, constructing, repairing, replacing, maintaining, and operating or causing to be installed, constructed, repaired, replaced, maintained and operated, Connecting Facilities.

Section 3.03 Notification of Commencement of Construction on Connecting Facilities.

After all required approvals for construction of the Connecting Facilities are obtained but prior to commencement of construction, District will provide, or cause to be provided, written notice to Bastrop of the date on which construction of the Connecting Facilities is scheduled to commence. Bastrop must receive this written notice at least five (5) days before the scheduled construction date.

Section 3.04 Inspection and Acceptance of a Portion or All of the Connecting Facilities.

The Parties agree that Bastrop has the right to make periodic inspections during the construction phase of the Connecting Facilities. Acceptance of the Connecting Facilities by District is subject to final inspection by Bastrop.

Section 3.05 Agreement to Submit As-Built or Record Drawings and Final Plats.

District agrees to provide, or cause to be provided, to Bastrop: a) as-built or record drawings of all Internal Facilities and Connecting Facilities that contribute directly to the Bastrop System; and b) final plats for property located within the Wholesale Wastewater Service Area; within thirty (30) days of District receiving them, not to exceed sixty (60) days following completion and acceptance of the construction of such facilities or recording of the final plat, as appropriate.

Section 3.06 Ownership and Operation of Connecting Facilities.

Except as set forth below or otherwise agreed, District shall own and operate all Connecting Facilities located on its side of a Point of Entry after completion of construction by District or the Developer, and acceptance of the Connecting Facilities by Bastrop.

Section 3.07 Design and Construction of Interceptors.

a. The District at District's cost, which may be paid by Developer, (including easement acquisition for the easement shown on Exhibit "F", which easement has been acquired) will design and construct Trunk Main West in a size sufficient to provide capacity to serve the District, as determined by the District's engineer. City retains the right to inspect all construction to confirm compliance with applicable City ordinances and plumbing codes. Upon completion of construction, District will dedicate and convey Trunk Main West to the City. The City will own, operate and maintain Trunk Main West upon its completion, acceptance and conveyance by the District to the City. The District shall have the right to utilize the percentage of the Trunk Main West line's capacity necessary to transport sewage

at a flow rate of 375,000 GPD, which amount will be increased to the amount equal to the Wholesale Wastewater Service Commitment in the event the Wholesale Wastewater Service Commitment is increased as provided in this Agreement, to serve the District at full buildout.

b. City may participate in the upsizing of Trunk Main West. In such event, the City agrees to pay the District, prior to construction of Trunk Main West, for the increased material costs for the difference between the line necessary to serve the District's planned 12" line and the City's proposed 24" line plus the additional design and construction costs associated with upsizing ("City's Oversize Costs"). Subject to the conditions of a Development Agreement regarding oversizing of Trunk Main West, if such agreement is completed within ninety (90) days of the Effective Date of this Agreement, or, if not completed within ninety (90) days of the Effective Date of this Agreement, then without such Development Agreement, ~~T~~the District, at its option, may proceed with construction of Trunk Main West prior to receiving payment from the City for City Oversize Costs. In such event, the City's Oversize Costs shall be paid by the City to the District upon completion of construction of the Trunk Main West or may be applied as a credit towards the amounts owed for Wastewater Impact Fees under this Agreement, as determined by the District. The Parties agree to coordinate, in the future, cost sharing for any additional facilities that are oversized or serving land outside the District.

Commented [A2]: New sentence added that says subject to conditions of development agreement… I added language to the sentence that we can move forward with Trunk Main West without a development agreement if the agreement is not completed within ninety days.

c. Except as described in Subsection 3.07(a) and (b) or as otherwise agreed by the Parties, Bastrop shall be responsible for design and construction of the Interceptors, including the acquisition of all easements required for the construction, ownership and operation of the Interceptors.

d. Bastrop agrees that the Interceptors shall be designed and constructed with sufficient capacity to make wholesale service available to District in an amount not less than required for Bastrop to fulfill its obligations under this Agreement.

e. Under no circumstances shall District construct any Interceptors that would connect to or contribute Wastewater into the Bastrop System without Bastrop's prior written approval.

Section 3.08 Design and Construction of Improvements to the Bastrop System and WWTP#3

a. Bastrop shall be responsible for the design and construction of WWTP#3 (Permit No. WQ0011076002) and the portions of the Bastrop System that serve the Wholesale Wastewater Service Area.

b. For the term of this Agreement, Bastrop agrees that it will provide Wholesale Wastewater Service to District up to the Wholesale Wastewater Commitment under the terms and conditions of this Agreement and payment of the Wastewater Impact Fees, as further described in Section 5.05, shall guarantee capacity in the WWTP#3 and the Bastrop System for the number of SUE's for which the Wastewater Impact Fee is paid, or a portion of which is paid pursuant to 5.05(c)(2).

ARTICLE IV. WASTEWATER METER

Section 4.01 Wastewater Meter.

The District, at District or Developer expense, shall install a Wastewater Meter, the type, specifications and location of which shall be agreed upon by the Parties, for the purpose of measuring Inflow/Infiltration into the Bastrop System. Such metering device shall be installed when determined reasonably necessary by the Parties, provided, however, such metering device shall not be required to be installed prior to the completion of 500 homes in the District. Upon completion of installation, the wastewater meter(s) shall be dedicated to Bastrop.

Section 4.02 Wastewater Flow Meter Calibration and Testing.

a. Bastrop agrees to calibrate and routinely service the Wastewater flow meter no less than once during each twelve (12) month period as a Cost of the System. Calibration will be accomplished according to Bastrop's standard methods.

b. Bastrop will notify District in writing of proposed calibrations in advance of such occurrences so that District may observe if desired.

c. It will be the duty of the Parties to this Agreement to notify the other Party in the event any Party becomes aware that a Wastewater flow meter is registering inaccurately or malfunctioning. Any Party will have the right to test a flow meter at any time. Notification of a proposed test will be provided at least forty (48) hours before conducting the test except in the case of emergencies. Any Party will have the right to witness Wastewater flow meter tests. Payment for meter calibration and testing under this Section 4.02(c) will be the responsibility of the Party requesting the meter calibration and testing.

Section 4.03 Ownership, Operating and Maintenance of the Wastewater Flow Meters.

Following completion of the wastewater meter by District, and acceptance by Bastrop, Bastrop will own, operate and maintain the wastewater meter.

Section 4.04 Billing Adjustments.

If measured flows from the Wastewater Meter and/or alternate data available from the District that measures wastewater flows ("Alternate Data"), calculated on a per SUE basis (measured flows divided by the number of then existing SUEs), are more than 10 percent over the monthly winter average of water consumption, as described in Section 5.03, per SUE, indicating potential inflow and infiltration from the District such that additional flows are being sent to the Bastrop System from the District, District shall pay for ~~the~~ such additional flows that are in excess of 10 percent over the monthly winter average of water consumption, per SUE, as measured by the Wastewater Meter or Alternate Data. The calculation described above to determine the potential inflow and infiltration is based on a per connection (SUE) basis rather than on the gross usage.

Commented [A3]: Language added to clarify that this is calculated on a per unit basis rather than gross—because we will be adding additional connections throughout development, usage and flows will always increase based on the continual increase in the number of connections.

Needs to be average per unit, because number of connection will increase throughout year

If, for any reason, the Water Meter is out of service or inoperative, or if, upon any test, a Water Meter(s) is found to be inaccurate (variance of five percent (5%) or more), Bastrop will calibrate the meter to measure within five percent (5%) accuracy, Bastrop will adjust billings by an amount

that corresponds to the percentage that the meter varies from accurate measurement for one-half of the months since the most recent calibration of the same meter but not to exceed six (6) months. If adjustment results in credit to District, Bastrop may provide such credit against future billings to District. If adjustment results in additional amounts due to Bastrop, District will pay such amounts to Bastrop in accordance with the billing terms provided in this Agreement.

Section 4.05 Wastewater Flow Monitoring.

If Bastrop discovers a wastewater flow problem, as determined in its reasonable discretion, associated with a Point of Entry, Bastrop may, at any time with notice to District, conduct smoke testing, television of lines, or other methods to determine the cause of the problem. The Parties agree to fully cooperate in this investigation. If the cause of the problem is determined to be solely in Bastrop's System, then Bastrop will solely pay for all investigation costs. If the cause of the problem is determined to be solely in District's System, then District will solely pay for al1 investigation costs. If the cause of the problem is determined to be in both District and Bastrop Systems, then investigation costs wil1 be proportionally distributed based on the relative cost to investigate each part of the District and Bastrop Systems, as mutually agreed upon by the District and the City. District agrees to reimburse Bastrop for District's portion of this investigation costs within forty-five (45) days of receipt of invoice, which invoice shall include supporting data in reasonable detail. District agrees to correct any problems in the District's System identified in the investigation, and agreed upon by District, with reasonable promptness, depending on the nature of the problem.

ARTICLE V. WASTEWATER RATES AND CHARGES

Section 5.01 Wholesale Wastewater Rate Fees and Charges.

a. In accordance with the terms and conditions of this Agreement, Bastrop, through City Council, will establish and District (as set forth below) will pay Bastrop rates, charges and fees for the Wholesale Wastewater Service provided under this Agreement. The rates, charges and fees for Wholesale Wastewater Service shall consist of:

   (1) the Wholesale Wastewater Rate, which shall consist of a Volume Charge, and Monthly Fixed Charge, as set forth in Section 5.03; and

   (2) Wastewater Impact Fee.

b. Bastrop specifically agrees that the Volume Charge will be calculated so that all Costs of the System on which the charges are based are properly allocated between District, any other wholesale customers of the System, and Bastrop's retail customers in a just, reasonable and nondiscriminatory manner and in accordance with this Agreement.

c. Any subsequent changes in rates shall be shall be set in accordance with the following principles:

   (1) The Wholesale Wastewater Rate shall be calculated in accordance with industry standards;

(2) Rates shall be just, reasonable, and non-discriminatory, and shall be based on Costs of the System related to the provision of Wholesale Wastewater Service under this Agreement;

(3) The Wholesale Wastewater Rate shall not include any capital costs recovered through the Wastewater Impact Fee for infrastructure and facilities, or portions thereof constructed to serve the District;

(4) Costs attributable to Bastrop's retail customers only will be identified and not included in the rates charged for Wholesale Wastewater Service under this Agreement; and

(5) The Wholesale Wastewater Rate shall be calculated based on cash basis.

d. Bastrop agrees that it will review the Costs of the System that form the basis for the Wholesale Wastewater Rate not less than once every three (3) years; provided, however, that Bastrop shall not be required to employ persons other than Bastrop employees for purposes of doing so unless Bastrop wishes to increase the Wholesale Wastewater Rate, or unless the Bastrop employee is not qualified to conduct a wastewater rate study.

Section 5.02 Notice to and Review by District.

a. Bastrop will provide District with at least thirty (30) days prior written notice of any changes to the Wholesale Wastewater Rate. Written notice shall include the proposed new rates and/or fees, and an updated cost of service study with reasonable detail that allows District to identify the methodology used to revise the rates (including enough detail to allow District to evaluate the exclusion of retail-only service costs from the Wholesale Wastewater Rate), the Costs of the System that necessitate the change, along with the allocation of Costs of the System between District, and all other customers of the Bastrop System (wholesale and retail).

b. District will have the right to inspect and copy, at its expense, Bastrop's books and records to verify any statement, billing, charge, computation or demand made to District by Bastrop. Bastrop agrees to make all such information available to District for inspection and copying with reasonable promptness during normal business hours.

Section 5.03 Volumetric Charges and Monthly Fixed Charges.

a. Bastrop will charge a monthly Volumetric Charge as reflected in Bastrop Code of Ordinances Section A13.02.002(c), as may be amended, currently in the amount of $3.83 per 1,000 gallons, based on the "winter average" of the water consumption for the months of December, January and February as such winter average is calculated in accordance with the rules of the City. Bastrop shall provide District written notice thirty (30) days prior to revision of the monthly Volumetric Charge.

b. Bastrop will bill District as provided in Article VI of this Agreement for the Volumetric Charge based on the "winter average" of the water consumption measured at the Water Meter for the months of December, January and February. Provided, however, prior to

provision of service to any commercial users within the District, the Parties agree to evaluate whether winter averaging shall apply for commercial users and agree to amend this Agreement related to billing methodology for commercial users if, in the City's reasonable opinion, a different billing methodology should be utilized for commercial users.

c. Bastrop will charge a Monthly Fixed Charge consisting of a customer charge per Water Meter at the rate adopted in Bastrop Code of Ordinances Section A13.02.002(c), as may be amended, currently $2.23. Bastrop shall provide District written notice thirty (30) days prior to revision of the Monthly Fixed Charge.

Section 5.04 Wholesale Wastewater Rates.

The City shall invoice the District for wholesale wastewater delivery and treatment service at the same rate that the City charges its other wholesale customers per GPD of use. The District shall pay the City monthly, one month in arrears, as more fully described in Article 6 of this Agreement.

Section 5.05 Wastewater Impact Fees.

a. *Initial Wastewater Impact Fee.* The District, or the Developer if the District does not have sufficient funds, will pay to the City the Wastewater Impact Fee within one hundred twenty (120) days of the Effective Date to reserve wastewater capacity equivalent to 53 Wastewater SUEs for the District. The Wastewater Impact Fees specified by this Section 5.05(a) shall hereinafter be referred to as the Initial Wastewater Impact Fees.

(1) If the District or Developer fails to pay to the City the Initial Wastewater Impact Fees within one hundred twenty (120) days of the Effective Date to reserve wastewater capacity equivalent to 53 Wastewater SUEs for the District, this Agreement terminates immediately, the Agreement becomes null and void, and the City is released from any and all obligations imposed by this Agreement, including, without limitation, the Wholesale Wastewater Service Commitment.

b. *Subsequent Wastewater Impact Fees.* Within one hundred twenty (120) days of receiving written notice from the City that WWTP#3 is capable of providing service to the District, the District shall pay, or cause to be paid, to Bastrop to guarantee capacity in the Bastrop System, the Wastewater Impact Fee for the remaining SUEs that have been platted in the Wholesale Wastewater Service Area. For lots that have not been platted at the time WWTP#3 is completed, the District shall pay, or cause to be paid, to Bastrop, the Wastewater Impact Fee for the SUEs included in a final plat approved by the City within 120 days of such approval, in accordance with one of the payment methods authorized by Section 5.05(c). The Wastewater Impact Fees specified by this Section 5.05(b) shall hereinafter be referred to as the Subsequent Wastewater Impact Fees. Subsequent Wastewater Impact Fees may be paid in accordance with any method authorized by Section 5.05(c) below. Payment of the Subsequent Wastewater Impact Fee in accordance with any method authorized by Section 5.05(c) below will secure the right to capacity in the Bastrop

System only for the number of SUEs for which fees are paid or are being paid pursuant to 5.05(c)(2).

(1) If, after one hundred twenty (120) days of receiving written notice from the City that WWTP#3 is capable of providing service to the District, payment is not made to the City for the SUEs that have been platted, prior to completion of WWTP #3, in the Wholesale Wastewater Service Area, in accordance with Section 5.05(c) below, the City's Wholesale Wastewater Service Commitment is reduced by the amount for which payment is not made until such time payment is made.

c. Payment Options for Subsequent Wastewater Impact Fees:

(1) Lump Sum based on one hundred percent of the Wastewater Impact Fee Per SUE to be reserved, or

(2) Monthly installments paid on the first day of every month as follows: (i) for lots that have been platted at the time of completion of WWTP#3, monthly installments shall be paid beginning with the month immediately after notice is received by the District and the first installment is paid in accordance with Section 5.05(b) and (ii) for SUEs that are platted subsequent to completion of WWTP#3, monthly installments shall be paid beginning with the month immediately after a final plat is approved by the City and the first installment is paid in accordance with Section 5.05(b). The monthly installments shall be paid over time (36-60 months) based on the following formula: I = WIF x S x (WAC + 2.5%) / M

A. "I" means the Installment Fee Amount;

B. "WIF" means the Wastewater Impact Fee reflected in City Code of Ordinances Section 10.02.093, as amended;

C. "S" means the number of SUEs being reserved;

D. "WAC" means the City's weighted average cost of debt;

E. "M" means the number of months the installments are paid (the number of months may be between 36 and 60 as determined by the District);

d. District may require Developer to pay for or to reimburse District for the Wastewater Impact Fee.

e. Bastrop and District shall each keep accurate records of the Wastewater Impact Fee paid. For each payment of Wastewater Impact Fees made by District or the Developer, Bastrop shall give District a certificate stating the total Wastewater Impact Fees paid and the number of SUE's guaranteed by such payment. The parties may inspect each other's records during normal business hours.

f. Bastrop agrees to provide, annually, by September 1 of each year, a report to the District and the Developer identifying the capacity committed in the Bastrop System, including WWTP#3, remaining capacity available and anticipated expansions thereto. City further agrees to provide notice to District and Developer when the City has commenced design of any expansions to the Bastrop System.

g. On the first business day of each new quarter (January, April, July, October,) District shall deliver to Bastrop the total number of SUEs connected to the System during the previous quarter.

Section 5.06 Reasonableness of Rates and Right of Appeal.

District agrees that the Wholesale Wastewater Rates, charges and fees as defined and described in this Article V, initially charged by City and the policies defined in this Agreement are just and reasonable, and do not adversely affect the public interest. The rates charged by City are subject to modification as provided herein. District agrees that it is reasonable for City to adjust the rates periodically as provided herein and understands that any adjustments made in accordance with this Agreement are part of the consideration for this Agreement. Notwithstanding any provision to the contrary, District does not waive any right it has under Texas law to file and pursue an appeal of any increase in wholesale wastewater rates proposed or adopted by City.

Section 5.07 Other Service Fees.

District acknowledges and agrees that Bastrop, through its City Council, may adopt charges and fees for Wholesale Wastewater Service in addition to the Volume Charge and Monthly Fixed Charge. These additional charges and fees are limited to review fees and inspection fees related to review and inspection of plans for the Internal Facilities and the Connecting Facilities, and any ~~new or increased charges for any new or revised Governmental Authority restrictions, impositions, rental fees or charges~~ fines or penalties levied, assessed or imposed on Bastrop by any ~~new or amended~~ Governmental Authority ~~law or regulation~~as a result of violations caused by the District System. These charges or fees shall be just and reasonable, and nondiscriminatory and are not to exceed the actual costs imposed by the Governmental Authority or by Bastrop for ~~cost~~ review and inspection. Plan review, inspection, and similar fees or charges relating to the design and/or construction of the Internal Facilities and Connecting Facilities shall be charged to and paid by the constructing party.

Section 5.08 District Wastewater Rates and Charges.

District will determine and charge its retail Wastewater customers such rates as are determined by its governing body. During the term of this Agreement, District will fix and collect rates and charges for retail Wastewater service that are, in the opinion of its governing body, sufficient, together with any other revenues available to District, to produce the amount necessary to operate, repair, and maintain the District System, and to pay the cost of Wholesale Wastewater Service from Bastrop. District will establish retail rates consistent with industry standards. District will be solely responsible for ensuring that its retail rates and charges are determined and collected in accordance with applicable law.

Section 5.09 District Wastewater Fees.

The Parties acknowledge that District has the right to the extent allowed under applicable law to assess, charge, and collect such impact fees, capital recovery fees, connection fees, meter fees, or other service fees, rates, truces, or other charges as its governing body will deem appropriate. This Agreement will not be construed to require, limit, or restrict the governmental power of District to implement the same. District will be solely responsible for the proper exercise of its governmental power to assess and collect such fees and charges and for ensuring that all fees, rates, and charges District elects to charge are in compliance with applicable law.

Section 5.10 Verification of District Wastewater Connections.

For verification of the Wholesale Wastewater Rates and fees as described in this Article V, paid to Bastrop and for any other purpose, District will make available for inspection and copying during regular business hours, all records for retail connections to the District System. In addition, Bastrop will have the right to inspect the District System at any reasonable time, at Bastrop's sole expense, after giving District written notice of its intention to inspect and allowing the opportunity for District to be present, to verify the type and amount of retail connections made or the condition of the District System (related to contractual compliance issues) and District will provide lawful access to Bastrop for this purpose.

ARTICLE VI. WASTEWATER WHOLESALE BILLING METHODOLOGY

Section 6.01 Monthly Statement.

a. For each monthly Billing Period, Bastrop will forward to District a bill providing a statement of the total amount owed by District for Wholesale Wastewater Service provided to District during the previous monthly Billing Period. The invoice shall contain sufficient detail to allow District to verify the charges. District shall not be charged for Wholesale Wastewater Services until such services commence. District will pay Bastrop for each bill submitted by Bastrop to District by check or bank-wire on or before thirty (30) days from the date of the invoice.

b. Payments by District shall be mailed to the address indicated on the invoice or can be hand-delivered to Bastrop's City Hall in Bastrop, Bastrop County, Texas, upon prior arrangement. If payments will be made by bank-wire, District shall verify wiring instructions with Bastrop's Finance Department. Payment must be received at Bastrop's bank by the due date in order not to be considered past due or late, unless District timely contests a bill, or a portion thereof, in accordance with Section 6.04. In the event District fails to make payment of an uncontested bill within said thirty (30) day period, District shall pay a one-time late payment charge of five percent (5%) of the unpaid balance of the invoice. In addition, District shall pay interest on the unpaid uncontested balance at a rate equal to one and one-half percent (l.5%) per month.

Section 6.02 Monthly Billing Calculations.

a. Bastrop will compute the Volume Charge included in the monthly billing for Wholesale Wastewater Service on the basis of "winter average" of the water consumption measured

at the Water Meter(s) for the months of December, January and February. The winter average amount multiplied by the Wholesale Wastewater rate, set from time to time by the Bastrop City Council, will be used to compute the monthly bill for the Volume Charge.

b. The District shall provide, annually, the projected number of SUEs for which wastewater service is expected to be provided for the future twelve Billing Periods.

Section 6.03 Infiltration and Inflow.

District acknowledges that water entering the Bastrop System from the District System emanating from any source whatsoever must be given treatment and handling whether or not its source is revenue producing for District. Therefore, subject to the conditions of Section 4.04, ~~including any penalty assessed,~~ the District agrees to pay, as part of the Volume Charge, for Infiltration and Inflow originating within the District S~~s~~ystem without abatement in the same manner and cost as other Wastewater entering Bastrop's System from the District System.

Section 6.04 Effect of Nonpayment.

With respect to monthly billings, including billings for the Wholesale Wastewater Rate and any other fees or charges applicable under this Agreement, if Bastrop has not received payment from District by the due date, the bill will be considered delinquent, unless contested in good faith. In such event, Bastrop will notify District in accordance with this Agreement, of such delinquency in writing. If District fails to make payment of the delinquent billing within thirty (30) calendar days from the date of transmittal of such written notice of delinquency from Bastrop, then Bastrop may, at its discretion, suspend or reduce the level of Wastewater service to District until payment is made. District may exercise its right to dispute its obligation to pay all or a portion of a bill during the cure period following the procedure set forth in Section 6.05.

Section 6.05 Billing Disputes.

Should District dispute its obligation to pay all or any part of the amount stated in any statement or notice, District may pay such amount along with a written notice of protest, in which event such amount shall be deposited by Bastrop in a separate interest-bearing account mutually acceptable to both Bastrop and District pending final resolution of such dispute in accordance with this Agreement. Bastrop may not terminate this contract or deny Wastewater service that is otherwise in accordance with this Agreement for failure to pay the amount stated in any statement or notice if District pays such amount under protest.

ARTICLE VII. WASTEWATER QUALITY

Section 7.01 Condition of Wastewater Delivered.

a. District shall have the right to discharge Wastewater into the Bastrop System meeting the requirements of quality as set forth in this Section and not containing Prohibited Wastes identified in Bastrop's Code of Ordinances.

b. Discharges into the Bastrop System shall consist only of domestic Wastewater and Wastewater that the Bastrop System is capable of handling:

(1) So that the effluent and sludge from the Bastrop System meets the current legal standards of the EPA, the TCEQ, or any governmental body having legal authority to set standards for such effluent;

(2) Without causing damage or corrosion to the Bastrop System that would result in increased maintenance costs;

(3) Without causing excessive treatment costs; and

(4) That meets any applicable requirements of the EPA Pretreatment Regulations, 40 CFR Part 403.

c. EPA and TCEQ periodically modify standards on prohibited discharges. It is the intention of the Parties, therefore, that the Prohibited Wastes be reviewed periodically by Bastrop and that they are revised by Bastrop in accordance with the latest standards of EPA, TCEQ or any federal or state agency having regulatory authority over discharges made to the Bastrop System. Any required revisions shall be made by Bastrop and upon the effective date, District shall be responsible for integrating such changes into its regulations and notifying all affected users of the change.

Section 7.02 Remedies for Delivery of Prohibited Wastes or Exceedances of Wastewater Quality.

a. In the event Wastewater delivered from the District System to the Bastrop System fails to meet the standards specified in this Agreement, and Bastrop reasonably determines that the addition of oxidizing chemicals or another acceptable method of pretreatment of Wastewater or operation of the District System is necessary in order for Wastewater delivered from the District System to the Bastrop System to be non-corrosive and non-injurious to the Bastrop System, District agrees to, ~~install such facilities~~ within forty-eight (48) hours of receiving notice from Bastrop ~~or immediately,~~ implement such methods of operation and maintenance, at its sole expense, as are reasonably deemed by Bastrop to be necessary, and agreed upon by the District, for the Wastewater delivered by District to meet the requirements of this Article.

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b. In the event Wastewater delivered from the District System to the Bastrop System fails to meet the standards specified in this Agreement, District shall pay to Bastrop, in the same manner provided in this Agreement for the payment of the Volume Charges, a surcharge calculated in accordance with and subject to the requirements of this section (the "Treatment Surcharge") rounded to the nearest pound.

(1) The Treatment Surcharge shall be based on the following formula:

S = V x 8.34 (A [BOD -200] + B [TSS -200]), where:

A. "S" means the surcharge that will appear on District's monthly bill;

B. "V" means volume of wastewater actually billed in millions of gallons during the Billing Period;

C. 8.34 = pounds per gallon of water;

D. "A" means the unit charge in dollars per pound of BOD which unit charge shall be based on the unit charge adopted by the Bastrop City Council for wastewater service from the Bastrop System, as amended from time to time, which unit charge is $0.441603 per pound as of the Effective Date; provided that increases in such charge shall not be effective as to District until notice of the increase has been given to District;

E. "BOD" means biological oxygen demand measured in milligrams per liter by weight; "200" means 200 mg/l;

F. "B" means the unit charge in dollars per pound of total suspended solids. which unit charge shall be based on the unit charge adopted by the Bastrop City Council for wastewater service from the Bastrop System, as amended from time to time, which unit charge is $0.441603 per pound as of the Effective Date; provided that increases in such charge shall not be effective as to District until notice of the increase has been given to District; and,

G. "TSS" means total suspended solids measured in milligrams per liter by weight.

(2) The Treatment Surcharge shall be charged for each month following sampling completed in accordance with this Agreement that measures BOD in excess of 200 mg/I or TSS in excess of 200 mg/I until subsequent sampling measures both BOD and TSS below those levels. In the event any Treatment Surcharge is based on sampling performed by Bastrop, Bastrop will provide written notice of the sampling results prior to charging the Treatment Surcharge to District and shall give District an opportunity to be present during the testing.

c. In the event District delivers Wastewater to Bastrop that fails to meet the standards specified in this Agreement, District agrees to pay Bastrop for all damages and costs of repair to the Bastrop System and/or regulatory fines reasonably incurred by Bastrop that were caused by District's delivery of Wastewater that fails to meet the standards specified in this Agreement. Unless such damages, repairs, costs or fines are disputed by the District, Bastrop may require payment of the cost of repair of damaged facilities and/or regulatory fines as a condition to the further provision of Wholesale Wastewater Service, restrict District's flows to the extent necessary to protect Bastrop's System, file suit to recover for any and all damages to the Bastrop System caused by such failure on the part of District, or seek such other and further relief, at law or in equity, as Bastrop will deem advisable.

Section 7.03 Sampling and Testing.

a. District will perform sampling of Wastewater at the Point(s) of Entry and provide an analysis to Bastrop due every June 1, (year) and September 1, (year) after the Connecting Facilities are completed.

(1) AU samples will be Composite Samples, that is, a series of at least twelve (12) samples taken from a waste stream without regard to the flow in the waste stream and over a period of time not less than twenty-four (24) hours at intervals of not less than one (1) hour, which samples shall be averaged in accordance with standard industry practice.

(2) The analysis of the sample shall be performed by a National Environmental Laboratory Accreditation Conference (NELAC) approved laboratory. District will require a copy of the report to include at a minimum, levels of pH, BOD-5, COD TSS and oil and grease. The report also must contain the chain of custody for the sample and the Quality Assurance/Quality Control (QA-QC) report.

(3) District will be responsible for the cost of sampling and analysis.

(4) District will provide written notice to Bastrop or Bastrop's current plant operator at least five (5) business days prior to conducting Wastewater sampling and shall allow Bastrop or Bastrop's current plant operator representatives to observe the sampling.

(5) In the event District fails to perform sampling by the deadlines provided in this section, after notice and an opportunity to cure within thirty (30) days, District shall pay to Bastrop a sampling surcharge calculated in accordance with Subsection 7.02(b). In addition, if the District does not perform the sampling within the cure period, the District will pay Bastrop for Bastrop's actual costs to perform the sampling if Bastrop does so during the next thirty (30) days after the expiration of the cure period.

b. District agrees that Bastrop or Bastrop's current operator will have the right, at its option and expense, to sample Wastewater discharges within the District System at:

(1) the site of discharge;

(2) Points of Entry to the Bastrop System; and

(3) other locations as required for the purpose of determining the source, type, and strength of discharge.

c. District will use reasonable efforts to make necessary arrangements for and provide assistance to Bastrop in obtaining lawful access to sampling points within areas served by District. Bastrop will provide written notice to District at least five (5) business days prior to conducting Wastewater sampling and shall allow one or more District representatives to observe the sampling.

d. District agrees that to the extent authorized by applicable laws, any of its individual customers found in violation of allowable discharges or any of its individual customers who refuse access for the purpose of sampling may be disconnected from District and Bastrop's Wastewater System in accordance with applicable regulations of District or Bastrop and federal law.

e. Notwithstanding any other provision in this Agreement to the contrary, the Parties agree as follows:

(1) no Party shall be obligated to perform any sampling of Wastewater except at Points of Entry constructed with sampling ports; and

(2) all future sampling ports at Points of Entry shall be identified on plans and specifications for Connecting Facilities to be approved by Bastrop.

ARTICLE VIII. STANDARDS FOR WASTEWATER CONNECTIONS TO DISTRICT SYSTEM

Section 8.01 District Prevention of Infiltration and Inflow.

It will be District's responsibility to undertake such measures as are reasonably necessary or prudent to minimize Infiltration and Inflow to District's System. District will prohibit the discharge of drainage water and storm water run-off into the District System.

Section 8.02 Construction and Testing Criteria for District Sewer Connections.

a. All tests required by the design criteria and specifications of the State of Texas for connections to the District System within the Wholesale Wastewater Area will be at District's or its customer's expense.

b. District agrees that the physical connection of each service line to the local Wastewater facility within the Wholesale Wastewater Area will be the responsibility of District and will not be left to the discretion of the plumber or contractor unless said plumber or contractor is under the direct supervision of or whose work is inspected by District's authorized representative.

c. Connections made to the District System after the date of execution of this Agreement will be made using only materials permitted by applicable codes and development criteria manuals of the State of Texas. District will inspect all connections to the District System in accordance with its own rules and regulations in order to insure compliance with it.

d. A failure on the part of District to provide and enforce such regulations governing connections to the District System will, at the option of Bastrop after: (i) notice to District in writing of the specific violation, and (ii) failure within thirty (30) days to correct said violation or, if the violation is of a nature that it cannot be corrected within thirty (30) days, to begin to correct such violation and to diligently pursue such curative action in accordance with a plan to be reasonably agreed upon by the City and the District, constitutes sufficient grounds for Bastrop to restrict or limit Wastewater flows, to such extent Bastrop deems reasonably necessary in order to protect the Bastrop System from

damage or excessive flows, until such time as the District complies with this provision~~complies with this provision has completed all necessary corrective action~~. In the event the District determines a violation is of a nature that cannot be corrected within thirty (30) days, the District will submit in writing to the City a plan to correct such violation, which shall be reasonably agreed upon by the City and the District.

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ARTICLE IX. LIABILITY FOR DAMAGES AND RESPONSIBILITY FOR TREATMENT AND DISPOSAL OF WASTEWATER

Section 9.01 Liability of District.

As between the Parties and except as otherwise provided herein, District shall bear responsibility for damages, if any, claimed by third persons arising from the reception, transportation, delivery, and disposal of all Wastewater discharged while it remains within the District System, and District, to the extent authorized by law, holds Bastrop harmless therefrom. Notwithstanding the foregoing, Bastrop shall bear responsibility for damages, if any, claimed by third persons because Bastrop does not accept Wastewater at a Point of Entry in a quantity that it is contractually obligated to accept under this Agreement, and Bastrop, to the extent authorized by law, agrees to hold District harmless therefrom.

Section 9.02 Liability of Bastrop.

Bastrop will bear the responsibility as between the Parties for the proper reception, transportation, treatment, and disposal of Wastewater received by it at Points of Entry in accordance with the Agreement. However, the Parties agree that they will not construe this Agreement to cause Bastrop to bear responsibility for damages to the Bastrop System or to third persons arising from the delivery by District of Prohibited Wastes or Wastewater that is in violation of this Agreement and corrosive or otherwise damaging to the Bastrop System or to persons or property.

ARTICLE X. REGULATORY COMPLIANCE

Section 10.01 Agreement Subject to Applicable Law.

The Agreement will be subject to all valid rules, regulations, and applicable laws of the United States of America, the State of Texas and/or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

Section 10.02 Cooperation to Assure Regulatory Compliance.

Since the Parties must comply with all federal, state, and local requirements to obtain permits, grants, and assistance for system construction, studies, etc., each Party will cooperate in good faith with the other Party at all times to assure compliance with any such governmental requirements where noncompliance or non-cooperation may subject the Parties to penalties, loss of grants or other funds, or other adverse regulatory action in the performance of this Agreement.

ARTICLE XI. TERM, TERMINATION, DEFAULT, REMEDIES

Section 11.01 Term and Termination.

a. This Agreement shall become effective upon the Effective Date and shall extend until _____, 2069 unless terminated earlier as provided herein. Provided, however, unless the District provides at least six (6) months' written notice to the City prior to the end of the first fifty-year term, the Agreement shall be renewed for one additional term of fifty (50) years.

b. District may terminate this Agreement by providing not less than sixty (60) days written notice of termination to Bastrop.

Section 11.02 Default.

a. Except as otherwise provided herein, in the event District shall default in the payment of any amounts due to Bastrop under this Agreement, or in the performance of any material obligation to be performed by District under this Agreement, then Bastrop shall give District at least thirty (30) days' written notice of such default and the opportunity to cure same. Thereafter, Bastrop shall have the right to pursue any remedy available at law or in equity, pending cure of such default by District.

b. In the event Bastrop shall default in the performance of any material obligation to be performed by Bastrop under this Agreement, then District shall give Bastrop at least thirty (30) days' written notice of such default and the opportunity to cure same. Thereafter, in the event such default remains uncured, the District shall have the right to pursue any remedy available at law or in equity, pending cure of such default by Bastrop.

Section 11.03 Additional Remedies upon Default.

It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by any party and shall be cumulative of the remedies provided. Recognizing however, that Bastrop's undertaking to provide Wholesale Wastewater Service to the District System is an obligation, failure in the performance of which cannot be adequately compensated in money damages alone, Bastrop agrees, in the event of any default on its part, that District shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) that may also be available. In recognition that failure in the performance of District's obligations could not be adequately compensated in money damages alone, District agrees in the event of any default on its part that Bastrop shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) that may also be available to Bastrop including the right to obtain a writ of mandamus or an injunction against District requiring the District to collect rates and charges sufficient to pay the amounts owed to Bastrop by District under this Agreement. If either party institutes legal proceedings to seek adjudication of an alleged default under this Agreement, the prevailing party in the adjudication shall be entitled to its reasonable and necessary attorneys' fees. THE PARTIES

ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS SUBJECT TO SUBCHAPTER I, CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE.

ARTICLE XII. GENERAL PROVISIONS

Section 12.01 Assignability.

Assignment of this Agreement is prohibited without the prior written consent of the other parties, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything herein to the contrary, the rights and obligations of the Developer, in whole or in part, may be sold or assigned by Developer to a subsequent owner or developer of all or a portion of the Tract or another person or entity in the City's sewer CCN.

Section 12.02 Amendment.

This Agreement may be amended or modified only by written agreement duly authorized by the respective governing bodies of District and Bastrop and executed by duly authorized representatives of each.

Section 12.03 Necessary Documents and Actions.

Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

Section 12.04 Entire Agreement.

This Agreement constitutes the entire agreement of the Parties and this Agreement supersedes any prior or contemporaneous oral or written understandings or representations of the Parties regarding Wholesale Water Service by Bastrop to District for the District Service Area.

Section 12.05 Applicable Law.

This Agreement will be construed under and in accordance with the laws of the State of Texas.

Section 12.06 Venue.

All obligations of the Parties created in the Agreement are performable in Bastrop County, Texas, and venue for any action arising under this Agreement will be in Bastrop County, Texas.

Section 12.07 Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than to the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

Section 12.08 Duplicate Originals.

This Agreement may be executed in duplicate originals each of equal dignity.

Section 12.09 Notices.

Any notice required under this Agreement may be given to the respective Parties by deposit in regular first-class mail or by hand-delivery to the address of the other party shown below:

DISTRICT:	West Bastrop Village Municipal Utility District Allen Boone Humphries Robinson, LLP 1108 Lavaca, Suite 510 Austin, TX 78701 Attn: D. Ryan Harper
DEVELOPER:	West Bastrop Village, Ltd. 610 West 5th St., Ste. 601 Austin, TX 78701 Attn: David C. Mahn
CITY OF BASTROP:	City of Bastrop P. O. Box 427 Bastrop, TX 78602 Attn: City Manager
WITH REQUIRED COPY TO:	Alan Bojorquez Bojorquez Law Firm, PC 12325 Hymeadow Drive, Suite 2-100 Austin, Texas 78750

Notices shall be deemed received on the date of hand delivery or within three (3) days of deposit in first-class mail.

Section 12.10 Consents and Approvals.

Wherever this Agreement requires any Party, or its agents or employees to provide a consent, approval or similar action, the parties agree that such consent, approval or similar action will not be unreasonably withheld or delayed.

Section 12.11 Severability.

Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision

as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 12.12 Records.

Bastrop and District each agree to preserve, for a period of at least two (2) years from their respective dates of origin, all books, records, test data, charts and other records pertaining to this Agreement. Bastrop and District shall each, respectively, have the right during reasonable business hours to inspect such records to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to any provisions of this Agreement.

Section 12.13 State Approval; Compliance with TCEQ Rules and Applicable Federal Regulations.

Anything herein to the contrary notwithstanding, it is the intention of the parties that this Agreement fully comply with the requirements of the TCEQ and EPA applicable to domestic wastewater systems, effluent limitations and permitting requirements. The parties each agree to provide any information which may be requested by the other in order to respond to any inquiries or reports required by the TCEQ or EPA. If, at any time, it is determined that this Agreement does not comply with all applicable TCEQ or EPA requirements, the parties agree to cooperate to modify this Agreement in order to effect such compliance.

Section 12.14 Force Majeure.

If any party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, other than an obligation to pay or provide money, then such obligations of that party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the affected party, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the affected party.

Section 12.15 Good Faith.

Each party agrees that, notwithstanding any provision herein to the contrary (i) it will not unreasonably withhold or condition or unduly delay any consent, approval, decision, determination or other action which is required or permitted under the terms of this Agreement, and (ii) it will act in good faith and shall at all times deal fairly with the other party.

Section 12.16 Authority of Parties Executing Agreement, Validity.

By their execution, each of the individuals executing this Agreement on behalf of a Party represents and warrants to the other Party that he or she has the authority to execute the document in the

capacity shown on this document. Each of the Parties further represent and warrant that this Agreement constitutes a valid and binding contract, enforceable against it in accordance with its terms.

Section 12.17 Exhibits.

The following exhibits are attached to and incorporated into this Agreement for all purposes:

Exhibit A: Metes and Bounds Description of the Land
Exhibit B: Map of Bastrop's Sewer CCN No. 20466
Exhibit C: Bastrop TPDES Permit No. WQ001107600
Exhibit D: Map Showing Locations of Wastewater Delivery Points, WWTP#3
Exhibit E: Map Showing Trunk Main West
Exhibit F: Easement for Trunk Main West

Section 12.18 Effective Date and Counterparts.

This Agreement will be effective from and after the last date of due execution by all Parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

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CITY OF BASTROP, TEXAS

By: _____
Name: Lynda Humble
Title: City Manager
Date: _____

ATTEST: _____
City Secretary

WEST BASTROP VILLAGE MUNICIPAL UTILITY DISTRICT OF BASTROP COUNTY

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____, _____ of West Bastrop Village Municipal Utility District of Bastrop County, a Political Subdivision of the State of Texas, on behalf of said District.

_____

Notary Public, State of _____

WEST BASTROP VILLAGE, LTD.
A Texas limited partnership
By: WBV GP, LLC
A Texas limited liability company, general partner

By: _____
David C. Mahn
Title: Manager
Date: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by David C. Mahn, Manager of WBV GP, LLC, a Texas limited liability company, General Partner of West Bastrop Village, Ltd., a Texas limited partnership, on behalf of said limited liability company as general partner of the general partner of the limited partnership.

_____

Notary Public, State of _____

Exhibit "A"

Metes and Bounds Description of the Land

Exhibit "B"

Map of Bastrop's Sewer CCN No. 20466

Exhibit "C"

Bastrop TPDES Permit No. WQ001107600

Exhibit "D"

Map Showing Locations of Wastewater Delivery Points, WWTP #3

Exhibit "E"

Map Showing Trunk Main West

Exhibit "F"

Easement for Trunk Main West

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 9C

TITLE:
Consider action to approve Resolution No. R-2019-99 of the City Council of the City of Bastrop, Texas, adopting a wholesale water agreement with West Bastrop Village Municipal Utility District of Bastrop County and West Bastrop Village Ltd.; attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager
Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:
The City of Bastrop hired NewGen Services to assist with the development of a wholesale water rate that will allow the City of Bastrop to manage the growth while remaining fiscally sustainable. As Austin continues to grow and be consistently named one of the most desirable places to live, growth will continue to move east toward Bastrop. It is vital that the City of Bastrop be poised and ready to handle development. The current City Council has made a commitment to be prepared for the expected growth.

In addition to the development of a wholesale wastewater agreement the City of Bastrop has also entered into an agreement with Aqua Water Supply Corporation that allows the City to sell wholesale water within the City of Bastrop wastewater Certificate of Convenience and Necessity (CCN). As a result of that agreement, this draft wholesale water agreement is being brought for approval.

A standardized draft wholesale water agreement was approved by Council in April of 2019 by Resolution R-2019-33. Since that time, the City of Bastrop has acquired a wholesale customer and has had the opportunity to better vet the standardized agreement. The attached agreement reflects the following changes:
:

- Better defining the “Connecting Facilities” and associated cost.
- Providing the current impact fees for water & wastewater.
- Meter specifications and ownership of the meters.
- Defining fire flow, water quality, and pressure.
- Term of the agreements. (50 yrs.)

The proposed wholesale water agreement will allow the City to better manage the growth and provide new customers that will stabilize future water rates and allow for a one stop shop as it relates to water and wastewater utilities.

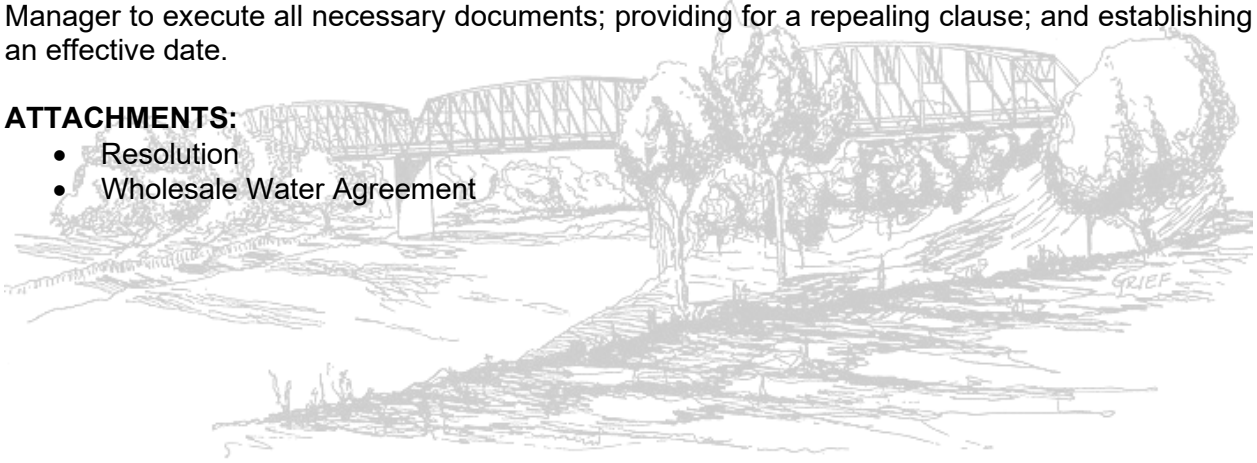
This resolution will repeal R-2019-33 and replace the standardized wholesale water agreement with this document, which will now serve as the standardized wholesale water agreement template.

POLICY EXPLANATION:
The City Charter grants the City Council the authority in Section 3.01 Powers and Duties (13) provide for a sanitary sewer and water system and require property owners to connect with such sewer system and provide for penalties for failure to make sanitary sewer connections. The City's Code of Ordinance further established areas of service and utility rates.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-99 of the City Council of the City of Bastrop, Texas, adopting a wholesale water agreement with West Bastrop Village Municipal Utility District of Bastrop County and West Bastrop Village Ltd.; attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:
- Resolution
- Wholesale Water Agreement



RESOLUTION NO. R-2019-99

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ADOPTING A WHOLESALE WATER AGREEMENT WITH WEST BASTROP VILLAGE MUNICIPAL UTILITY DISTRICT OF BASTROP COUNTY AND WEST BASTROP VILLAGE, LTD.; ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, City Council understands the importance of fiscal sustainability; and

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

WHEREAS, the City of Bastrop understands the importance of focusing on the standardization of water wholesales and providing fairness and consistency; and

WHEREAS, the City of Bastrop adopted a standardized wholesale water agreement on April 23, 2019 by Resolution R-2019-33; and

WHEREAS, the City of Bastrop chooses to approve the attached wholesale water agreement shown as exhibit A; and

WHEREAS this Resolution R-2019-99 expressly repeals and replaces Resolution R-2019-33; and

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

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

Section 1. The City Manager is hereby authorized to execute a contract between the City of Bastrop Texas and West Bastrop Village Municipal Utility District of Bastrop County and West Bastrop Village Ltd. (attached as Exhibit A) as well as all other necessary documents.

Section 2. The City Council adopts a standardized wholesale water agreement, as attached in Exhibit A, for use with future wholesale customers.

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. 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, Texas this 12th day of November 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

WHOLESALE WATER AGREEMENT
BETWEEN THE CITY OF BASTROP, WEST BASTROP VILLAGE MUNICIPAL UTILITY DISTRICT OF BASTROP COUNTY AND WEST BASTROP VILLAGE, LTD.

This WHOLESALE WATER AGREEMENT ("**Agreement**") is made and entered into by and between the CITY OF BASTROP, a home rule city located in Bastrop County ("**Bastrop**" or "**City**") and the West Bastrop Village Municipal Utility District of Bastrop County, a political subdivision of the state operating under Chapters 49 and 54, Texas Water Code ("**District**"), and West Bastrop Village, LTD., a Texas limited partnership ("**Develope**r") (collectively referred to herein as the **"Parties"**). The Parties hereby mutually agree as follows:

RECITALS

WHEREAS, the City and the Developer entered into a Planned Development Agreement, to be known in this Agreement as "the PDA" on August 11, 2006, requiring a wholesale water agreement; and

WHEREAS, by Resolution R-2006-24, on September 13, 2006, the City granted consent for creation of West Bastrop Village Municipal Utility District; and

WHEREAS, by Order signed on April 24, 2007, the Texas Commission on Environmental Quality granted the Petition for Creation of West Bastrop Village Municipal Utility District; and

WHEREAS, by Resolution R-2007-12 the City confirmed its consent for creation of the West Bastrop Village Municipal Utility District, on June 26, 2007; and

WHEREAS, the District encompasses approximately 347.9 acres of land within the extraterritorial jurisdiction ("ETJ") of the City (the "Tract"). The Tract is more particularly described in Exhibit "A"; and

WHEREAS, Developer intends to develop the Tract as a master-planned, mixed-use community, initially to be referred to as "West Bastrop Village" projected to consist primarily of residential uses, expected at the time of execution of this Agreement to include approximately 1,500 homes, and also will include other limited nonresidential uses (the "Development"); and

WHEREAS, the Tract is within the water CCN of Aqua Water Supply Corporation (10294), from which the City intends to purchase potable water at wholesale rates pursuant to the Bastrop Aqua Agreement (as defined herein), and intends to sell potable water at wholesale rates to the District; and

WHEREAS, Bastrop will have adequate water supply and distribution infrastructure to provide up to a peak hourly flow rate of 200,000 gallons per hour and a maximum daily

flow of 2,785,000 gallons per day to District at the time of final buildout by Developer; and

WHEREAS, City, District and Developer wish to enter into this Agreement, to provide the terms of wholesale water service for the benefit of the present and future residents of City and the District.

NOW, THEREFORE, for and in consideration of the agreements set forth below, the City, District and Developer agree as follows:

ARTICLE I. DEFINITIONS

Section 1.01 Definitions of Terms.

In addition to the terms otherwise defined in the above recitals; in the City's ordinances; or the provisions of this Agreement, the terms used in this Agreement will have the meanings set forth below.

Agreement: means this Wholesale Water Agreement by and among the City of Bastrop, Texas, West Bastrop Village Municipal Utility District, and West Bastrop Village, LTD.

AWWA: means the American Water Works Association.

Bastrop Aqua Agreement: means the Wholesale Water Service Agreement between the City of Bastrop and Aqua Water Supply Corporation ("Aqua"), effective November 28, 2018, a copy of which is attached hereto as Exhibit "B", pursuant to which Aqua will sell potable water at wholesale to the City.

Bastrop's System Agreement: means any agreements necessary to provide wholesale water service to District, including but not limited to the Bastrop Aqua Agreement.

Bastrop System*:* means the facilities, including water production wells, pumps, lines, meters, components, and equipment owned and operated by Bastrop, together with all extensions, expansions, improvements, enlargements, betterments and replacements to monitor, convey, supply, deliver and distribute potable water or Wholesale Water Services to Bastrop's customers, including water storage necessary for peaking and firefighting purposes, including Water Storage West. The Bastrop System does not include any improvements on District's side of the Delivery Point or any facilities on any other wholesale customer's side of its delivery point.

Bastrop Water Conservation and Drought Contingency Plan: means, collectively, the Bastrop Water Conservation Plan and the Bastrop Drought Contingency Plan, as may be amended by the Bastrop City Council from time to time. A copy of the Bastrop Water Conservation and Drought Contingency Plan in effect as of the Effective Date is attached hereto as Exhibit "C".

CCN*:* means a certificate of convenience and necessity or similar permit authorizing a specified entity to be the retail water or sewer service provider in a specified area.

City: means The City of Bastrop, Texas, a home rule municipality, organized and operating pursuant to the applicable laws of the State of Texas

City Manager: means the City of Bastrop's City Manager.

Commission or TCEQ: means the Texas Commission on Environmental Quality or its successor agency.

Connecting Facilities: means District-owned infrastructure and facilities including, but not limited to valves, vault, backflow preventer, meter, and pressure reduction valve if required, utilized to connect any Internal Facilities to a Delivery Point.

County: means Bastrop County, Texas.

Delivery Point: means the point at which Bastrop will deliver treated water to District under this Agreement, which point shall be at the Master Meter to be installed as depicted on Exhibit "D". Future Delivery Point(s), if any, shall be agreed upon by Bastrop, District and Developer.

Developer: means West Bastrop Village, LTD., a Texas limited partnership, its successors or assigns.

Development: means the mixed-use development of the Tract, including residential and non-residential land uses, together with parkland, open space, recreational amenities and related facilities, intended to produce developed lots.

District: means the municipal utility district organized and operating in accordance with Section 54.016, Texas Water Code and Section 42.042, Texas Local Government Code, encompassing the Tract, known as West Bastrop Village Municipal Utility District.

District System: means District's water transmission, distribution and delivery systems that provide service to District's retail customers through the Wholesale Water Services provided under this Agreement. The District System shall be owned, operated and maintained by West Bastrop Village Municipal Utility District and shall not include the Master Meter or any facilities on Bastrop's side of the Delivery Point.

District Service Area: means the retail water service territory of West Bastrop Village Municipal Utility District of Bastrop County, which shall be the boundaries of the West Bastrop Village Municipal Utility District of Bastrop County.

Effective Date: means the last date of execution by all of the Parties.

ETJ: means extraterritorial jurisdiction.

Emergency: means a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or a relatively permanent condition or insufficiency of service or of

facilities resulting from causes outside of the reasonable control of Bastrop. The term includes Force Majeure and acts of third parties that cause the Bastrop System to be unable to provide the Wholesale Water Services agreed to be provided herein.

EPA: means the United States Environmental Protection Agency.

Force Majeure: means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity other than Bastrop or any civil or military authority, acts, orders or delays of any regulatory authorities with jurisdiction over the parties, insurrections, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of a party.

Governmental Authority: means and includes any federal, state, local or other governmental body, including but not limited to the Lost Pines Groundwater Conservation District, the Gonzales County Underground Water Conservation District, the Fayette County Underground Water Conservation District, any governmental or quasi-governmental, regulatory or administrative agency, commission, body, or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or other governmental tribunal.

Internal Facilities: means the internal Water distribution facilities and related equipment, facilities, and appurtenances within the boundaries of the District to be constructed by or on behalf of District for the District System.

Master Meter: means the water flow meter, meter vault, and all metering and telemetering equipment located at a Delivery Point to measure Wholesale Water Service to District. The Bastrop System shall include the Master Meter.

Parties: means the City, the District, and the Developer.

Planned Development Agreement or PDA: means the agreement that was entered into by the City and the Developer on August 11, 2006.

Planned Outage: means a shut-down by Bastrop in the operation of all or a portion of Bastrop's System or by Aqua for all or part of Aqua's system, such that no water service is provided to District (i) which shut-down is scheduled by Bastrop in order to carry out foreseeable preventive, corrective, and other maintenance activities on such System or which may be required by any Governmental Authority; (ii) for which Bastrop has notified District; (iii) which occurs no more than two (2) times in one (1) calendar year; and (iv) lasts for no more than three (3) Days unless another time period is mutually agreed-to in writing by both Parties.

Subscribed Capacity: means, for purposes of calculating the monthly fixed charge described in Section 6.02, the amount of water that passes through the Master Meter based on monthly readings of the Master Meter.

SUE: means service unit equivalent which is the basis for establishing equivalency among and within various customer classes, based upon the relationship of the continuous duty flow rate in gallons per minute for a water meter of a given size and type compared to the continuous duty maximum flow rate in gallons per minute for a 5/8 " diameter simple water meter, using American Water Works Association C700-C703 standards. For purposes of this Agreement and as reflected in Bastrop Code of Ordinances Section 10.02.004, 5/8 " water meters are considered to equal one SUE; except that for multi-family development, each living unit is equivalent to 0.5 SUE.

Tract: means the approximately 347.9 acres of land within the District's boundaries.

Water Storage West: means the 250,000 gallon-elevated storage tank and 250,000 gallon-ground storage tank to be built by the City in which the District's peaking, storage and fire flow needs will be met once it is connected to the District System. Such facilities may be expanded by the City in the future as needed to meet the needs of the City and District. The City has or will acquire necessary easements and complete construction of Water Storage West on a schedule that serves and protects the property owners and their structures in the District, but in no event later than May 31, 2020. The Water Storage West facilities are shown generally on Exhibit "E."

Wholesale Water Services: means the diversion or the production of water, the transmission thereof to a place or places of treatment, the treatment of the water into potable form, and the transmission of the potable water to the Delivery Point in a quantity not to exceed 2,785,000 gallons per day, unless increased as provided herein.

Section 1.02 Captions.

The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement.

ARTICLE II. DESIGN AND CONSTRUCTION OF FACILITIES

Section 2.01 Design and Construction of the Internal Facilities.

a. District will be responsible for design and construction of, or for causing one or more third parties to design and construct, the Internal Facilities within the District System.

b. District agrees to be responsible for and pay for all costs of rights-of-way, easements, design, engineering, contracting, construction and inspection of the Internal Facilities; provided that District may require Developer to be responsible and pay for all or a portion of the costs of rights-of-way, easements, design, engineering, contracting, construction, and inspection of the Internal Facilities.

c. The Internal Facilities will be designed and constructed in accordance with applicable regulations and specifications of Bastrop, the State of Texas and United States, and with the terms and conditions of this Agreement.

Section 2.02 Design and Construction of the Connecting Facilities.

a. District shall be responsible for design and construction of, or for causing one or more third parties to design and construct, any Connecting Facilities, or modification to the existing Connecting Facilities, required for the transmission of water from the Bastrop System.

b. Subject to the terms and conditions of this Agreement, District agrees to engage or cause to be engaged the services of a professional engineer registered in Texas to produce the engineering design, including detailed plans and specifications for Connecting Facilities in conformance with Bastrop's design criteria and construction standards in effect as of the Effective Date, and any approved variances. Notwithstanding the foregoing, at the option of the District or Developer, District or Developer may avail itself of any change to laws, rules, regulations or ordinances affecting design and/or construction of facilities for the Tract. The plans and specifications will address the sizing, routing, material selection, service method, cost estimates, proposed construction schedule, easements, and such other requirements and information required in Bastrop's Construction Standards Manual, Ordinance or other City regulation related to the design and construction of public improvements that are reasonably necessary or advisable for proper review and assessment of the plans and specifications. The design for the Connecting Facilities shall be procured at District's sole expense; provided that District may cause Developer to be responsible for designing the Connecting Facilities, and the cost thereof. The plans and specifications for the Connecting Facilities will be submitted to Bastrop for review and comment before District approves said plans and specifications. Review of plans and specifications are subject to applicable City review fees. Bastrop shall approve the plans and specifications or provide written comments in accordance with any applicable state-mandated timeframes and applicable City policies and processes. District shall cause any comments provided by Bastrop that comply with the applicable design criteria and construction standards to be addressed.

c. District solely shall be responsible for funding construction, and all costs related thereto, of the Connecting Facilities, or for causing one or more third party developers or owners of land within the District Service Area to be responsible for funding construction, and all costs related thereto, of the Connecting Facilities.

d. District agrees to be responsible for, and pay for all costs of rights-of-way, easements, design, engineering, contracting, construction and inspection of the Connecting Facilities required to be constructed for the connection to the Bastrop System, or for causing Developer to be responsible for and to pay all costs of rights-of-way, easements, design, engineering, contracting, construction and inspection of the Connecting Facilities required to be constructed for the connection to the Bastrop System.

e. The parties will cooperate in good faith to determine the location of Connecting Facilities that are located in Bastrop's ETJ and within the District boundaries. Bastrop agrees to cause the dedication of easements or rights-of-way that may be necessary for the location and installation of Connecting Facilities within the ETJ of Bastrop. Pursuant to separate written instruments, Bastrop will further allow District to access and use rights-of-way and easements owned or controlled by City for the purpose of installing, constructing, repairing, replacing, maintaining, and operating or causing to be installed, constructed, repaired, replaced, maintained and operated, Connecting Facilities.

Section 2.03 Notification of Commencement of Construction on Connecting Facilities.

After all required approvals for construction of the Connecting Facilities are obtained, but prior to commencement of construction, District will provide, or cause to be provided, written notice to Bastrop of the date on which construction of the Connecting Facilities is scheduled to commence. Bastrop must receive this written notice at least five (5) days before the scheduled construction date.

Section 2.04 Inspection and Acceptance of a Portion or All of the Connecting Facilities.

The Parties agree that Bastrop has the right to make periodic inspections during the construction phase of the Connecting Facilities. Acceptance of the Connecting Facilities constructed by District is subject to final inspection by Bastrop.

Section 2.05 Agreement to Submit As-Built or Record Drawings and Final Plats.

District agrees to provide, or cause to be provided to Bastrop:

a. as-built or record drawings of all Internal Facilities and Connecting Facilities that contribute directly to the Bastrop System; and

b. final plats for property located within the District Service Area; within thirty (30) days of District receiving them, not to exceed sixty (60) days following completion and acceptance of the construction of such facilities or recording of the final plat, as appropriate.

Section 2.06 Ownership and Operation of Connecting Facilities.

Except as set forth below or otherwise agreed, District shall own and operate all Connecting Facilities located on its side of a Delivery Point after completion of construction by District or the Developer, and acceptance of the Connecting Facilities by Bastrop.

ARTICLE III. PROVISION OF WHOLESALE WATER SERVICES

Section 3.01 Wholesale Water Services.

a. Bastrop agrees to provide Wholesale Water Services to District in amount not to exceed 2,785,000 gallons per day (which includes peaking use, storage, and fire flow) and in accordance with the flow limitations and other provisions of this Agreement, all as

hereafter specified. Provided, however, to allow flexibility to respond to market conditions, subject to prior written notice by the District or Developer and approval by the City, the wholesale water service commitment, currently 2,785,000 gallons per day can be increased without the need for amending this Agreement so long as such increase does not exceed the wholesale water service commitment set forth herein by more than 25%. In such event, Bastrop City Manager shall provide a letter to the District and Developer, within sixty (60) days of receipt of notice from the District and/or Developer requesting such increase in wholesale water service commitment, approving the increased wholesale water service commitment.

b. The wholesale water service commitment, initially 2,785,000 GPD, is based on a quantity of gallons per day to be provided to the District and is not limited to a specific number of SUEs. Although such amount is initially calculated at an amount sufficient to provide wholesale water service to at least 1,500 SUEs, the actual number of SUEs that may ultimately be served pursuant to this Agreement may increase if City determines, at any time, that the actual daily water use per connection is less than current use assumptions.

Section 3.02 District Responsible for Retail Connections.

District will be solely responsible for providing retail water service within the District Service Area. District will be solely responsible for the proper and lawful application of District's policies and regulations governing connection to the District System.

Section 3.03 Source.

a. Bastrop, by entering into this Agreement with District and Developer, confers upon District, the right to purchase on a wholesale basis water in amount not to exceed 2,785,000 gallons per day from the water secured by Bastrop from Aqua Water Supply Corporation.

b. In the event that the amount of water supplied by Aqua to Bastrop pursuant to the Bastrop Aqua Agreement is reduced, the amount of water supply available to the District pursuant to this Agreement shall be reduced on a pro rata basis among all City water users. Provided, however, upon completion of the City's water plant, which is anticipated to be completed by 2022, the City will provide sufficient water to the District, subject to the conditions in Section 3.12, such that the water supplied to the District pursuant to this Agreement is not reduced due to any reduction of water by Aqua to Bastrop pursuant to the Bastrop Aqua Agreement.

Section 3.04 Title to and Responsibility for Water; Delivery Point(s).

a. Title to the water diverted, treated and transported to District by Bastrop under this Agreement shall remain with Bastrop at all times until it reaches the Delivery Point. At the Delivery Point, title, control and dominion of the water shall pass to District.

b. District shall be solely responsible for conveying water from the Delivery Point to the District's intended places of use. At its cost and expense, District may change the Delivery

Point from time to time following prior written notice to and written approval by Bastrop, which approval shall not be unreasonably withheld, denied or delayed.

Section 3.05 Quantity and Pressure.

Subject to the terms of this Agreement, Bastrop agrees to deliver to District all potable water needed and requested by District for the District Service Area, up to, but not in excess of: (i) a minimum of 1,855 GPD per SUE (ii) a maximum hourly delivery of 200,000 gallons per hour; (iii) a maximum daily delivery of 2,785,000 gallons per day; (iii) a maximum yearly delivery of 383,250,000 per year; and (iv) a maximum flow rate of 1.5 gallons per minute per connection at a delivery pressure of 35 psi as measured at the Delivery Point. The service provided by Bastrop shall provide for peaking, storage and fire flows, including standards found in 30 Texas Administrative Code, Chapter 290, Subchapter F (the "TCEQ Requirements").

Section 3.06 Quality of Water Delivered to District.

The water delivered by Bastrop at the Delivery Point shall be potable water of a quality conforming to the requirements of any applicable federal or state laws, rules, regulations or orders, including requirements of the TCEQ applicable to water provided for human consumption and other domestic use, specifically to satisfy the TCEQ Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements for Public Water Systems, 30 Tex. Admin. Code Chapter 290, Subchapter F, as currently in effect or as may be amended from time to time. The water that Bastrop delivers to the District shall be of the same quality of water that Bastrop delivers to its retail members. Each party agrees to provide to the other party, in a timely manner, any information or data regarding this Agreement or the quality of treated water provided through this Agreement as required for reporting to the TCEQ or other state and federal regulatory agencies.

Section 3.07 Maintenance and Operation; Future Construction.

a. Bastrop shall be responsible for operating, maintaining, repairing, replacing, extending, improving and enlarging the Bastrop System, including the Master Meter, in good working condition and shall promptly repair any leaks or breaks in the Bastrop System. Bastrop commits to completing construction, by May 31, 2020, of additional water storage known as Water Storage West to consist of one elevated 250,000-gallon storage tank and one 250,000-gallon ground storage tank in which the District's peaking, storage and fire flow needs will be met once it is connected to the District System. Such facilities may be expanded by the City in the future as needed to meet the needs of the City and the District. The City has or will acquire necessary easements and complete construction of Water Storage West on a schedule that serves and protects the property owners and their structures in the District, but in no event later than May 31, 2020.

b. District shall be responsible for operating, maintaining, repairing, replacing, extending, improving and enlarging the District System in good working condition and shall promptly repair any leaks or breaks in the District System.

Section 3.08 Rights and Responsibilities in Event of Leaks or Breaks.

District shall be responsible for paying for all water delivered to it under this Agreement at the Delivery Point even if such water passed through the Delivery Point as a result of leaks or breaks in the District System.

Section 3.09 Commencement of Wholesale Water Service.

Bastrop will commence the provision of Wholesale Water Service to District upon final inspection and approval of Connecting Facilities to the District.

Section 3.10 Wholesale Service Commitment Not Transferable.

Bastrop's commitment to provide Wholesale Water Services pursuant to this Agreement is solely to District. District may not assign or transfer in whole or in part it's right to receive Wholesale Water Services without Bastrop's prior written approval.

Section 3.11 Conservation and Drought Planning.

Within ninety (90) days of the date the District begins operation of the District Water System, the District shall adopt a water conservation plan consistent with and no less stringent than the City's drought contingency plan then in effect and in compliance with TCEQ Rules, 30 Texas Administrative Code, Chapter 288. A copy of the City's current drought contingency plan is attached as Exhibit "C" to this Agreement.

Section 3.12 Curtailment of Service.

The Parties agree that if Water Service is curtailed by Bastrop due to a Planned Outage or Emergency, Bastrop may impose a like curtailment, with notice to District, on Wholesale Water Service delivered to District under this Agreement. Bastrop will impose such curtailments in a nondiscriminatory fashion. The curtailment Bastrop imposes on District shall be equal in duration to the curtailment imposed on Bastrop's retail members.

For Planned Outages, Bastrop shall provide notice to District of the date and duration of any Planned Outages to be conducted by Bastrop that may affect water service to the District at least thirty (30) days prior to the Planned Outage. To the extent reasonably possible, Bastrop shall coordinate the timing of any Planned Outage with District and shall cooperate with District to minimize the impact of any Planned Outage on the operation and maintenance of District System.

When an Emergency occurs curtailing water service to District, Bastrop shall notify District of the existence, nature, and expected duration of the Emergency as soon as reasonably practical. Bastrop shall use its best efforts to ensure that any interruption in the delivery of water service due to an Emergency shall continue only for so long as reasonably necessary. Bastrop shall immediately inform District of any changes in the nature and expected duration of such Emergency.

Section 3.13 Cooperation during Maintenance or Emergency.

District will reasonably cooperate with Bastrop during periods of Emergency or required maintenance of the Bastrop System. If necessary, upon prior notice, District will operate and maintain the District System in a manner reasonably necessary for the safe and efficient completion of repairs or the replacement of facilities, the restoration of service, and the protection of the public health, safety, and welfare.

Section 3.14 Re-sale of Water Prohibited.

District is prohibited from selling any water sold to District hereunder to any person or entity, except to its retail water customers served within its boundaries.

Section 3.15 CCN Amendment.

Following execution of this Agreement, and prior to provision of Wholesale Water Service by Bastrop, Developer, at its expense, will prepare, file and pursue decertification of the Tract from Aqua's CCN and City agrees to cooperate with Developer in connection with same.

ARTICLE IV. WATER METERING PROVISIONS

Section 4.01 Meter Specifications.

All meters shall be as specified in Exhibit "F" and installed as specified in Exhibit "G".

Section 4.02 Master Meter Accuracy.

Meters shall meet accuracy standards required by the AWWA with calibration maintained as described in Section 4.03.

Section 4.03 Meter Calibration.

a. The Master Meter(s) shall be calibrated each calendar year by City at City's sole cost and expense. District shall be provided 30 days prior notice of each such calibration, and a representative of District may be present to observe each calibration.

b. In the event any question arises at any time as to the accuracy of the Master Meter, but not more than a frequency of once per consecutive twelve (12) month period without mutual consent of both Parties, then the Master Meter shall be tested by Bastrop promptly upon demand of District. The expense of such test shall be borne by District, unless such meter is found to be registering inaccurately. The District shall have the right to test the meter at any time at its cost and expense.

c. If, as a result of any test, the Master Meter is found to be registering inaccurately (in excess of AWWA and manufacturer's standards for the type and size of meter), the readings of the Master Meter shall be corrected at the rate of their inaccuracy for any period which is definitely known or agreed upon, if no such period is known or agreed upon, the shorter of:

1. a period extending back either sixty (60) days from the date of demand for the test or, if no demand for the test was made, sixty (60) days from the date of the test; or

2. a period extending back one-half of the time elapsed since the last previous test; and the records of the readings, and all payments which have been made on the basis of such readings, shall be adjusted accordingly.

ARTICLE V. FIRE FLOW

Section 5.01. Fire flow Availability.

Sixty days from the preconstruction meeting for the initial public improvements, City will provide water to the District for up to fifty-three (53) connections without fire flow.

City is under contract to construct Water Storage West, a 250,000-gallon elevated storage tank and 250,000-gallon ground storage tank, with an anticipated completion date of May 31, 2020, subject to change based on weather and other factors. Fire flow will be available to the District within thirty (30) days of completion of Water Storage West and connection of the water line to the District. In the event such facilities have not been constructed by the City by May 31, 2020.

Section 5.02 Hydrants.

Fire hydrants shall be painted as specified in 2009 NFPA 291 Chapter 5, Appendix B.

Section 5.03 Measurement of Water Used for Fire Flow.

The measurement of water used for fire flow shall be based on reports provided to Bastrop by the responding fire department documenting the number of gallons pumped over the duration of the response.

ARTICLE VI. WATER RATES AND CHARGES

Section 6.01 Wholesale Water Rates, Fees and Charges.

District will pay Bastrop for the Wholesale Water Service provided under this Agreement based on a monthly fixed charge plus the volumetric charge. Except as provided in this Agreement, no other rates, fees or charges shall be owed by the District to Bastrop for Wholesale Water Service.

Section 6.02 Monthly Fixed Charge.

District will pay Bastrop the monthly fixed charge comprised of the Source Cost per MGD of Ssubscribed Ceapacity, plus the Transmission Cost per MGD of Ssubscribed Ceapacity, plus a Customer Charge per wholesale meter as adopted in Bastrop Code of Ordinances Section A13.02.004(b). Such fee shall be subject to change from time to time when Bastrop wholesale rates are reviewed. The initial monthly fixed charge is as follows:

Commented [A1]: **Lynda will visit with consultant and Aqua – not pay more than what City has to pay

Source Cost	$45,000 per MGD of Ssubscribed Ceapacity
Transmission Cost	$4,243.70 per MGD of Ssubscribed Ceapacity
Customer Charge	$2.23 per wholesale meter

Section 6.03 Volumetric Charge.

a. Bastrop will measure water flows monthly based on monthly readings of the Master Meter. The total of this amount multiplied by the volumetric rate will be used by Bastrop to compute the volume charge as provided in Section 6.03(b) below.

b. The volumetric rate shall be Bastrop's Wholesale Volumetric Water Rate as adopted in Bastrop Code of Ordinances Section A13.02.004(b), which rate is initially $1.97 per 1,000 gallons of actual consumption. Such fee shall be subject to change from time to time when Bastrop retail rates are reviewed.

c. Bastrop may amend the volumetric rate from time to time when Bastrop retail rates are reviewed.

Section 6.04 Changes to Rates and Fees.

Bastrop shall provide written notice to District of any rate adjustments not later than thirty (30) days prior to the effective date thereof. The City agrees that a change in the monthly fixed charge or volumetric charge will not become effective against the District until thirty (30) days after effective written notice to the District if a change is provided by the City.

Section 6.05 District Water Rates and Charges.

District will determine and charge its retail water customers such rates as are determined by its governing body. During the term of this Agreement, District will fix and collect rates and charges for retail water service that are, in the opinion of its governing body, sufficient, together with any other revenues available to District, to produce the amount necessary to operate, repair, and maintain the District System, and to pay the cost of Wholesale Water Service from Bastrop. District will be solely responsible for ensuring that its retail rates and charges are determined and collected in accordance with applicable law.

Section 6.06 District and Developer to Pay All Costs for Connection to the City.

The District, or Developer if the District does not have sufficient funds, will pay the entire cost of connection to the City's Water System.

Section 6.07 Wholesale Water Rates.

The City shall invoice the District for wholesale water delivery and treatment service at the same rate that the City charges its other wholesale customers for fixed and volumetric charges. The

District shall pay the City monthly, one month in arrears, as more fully described in Article VII of this Agreement.

Section 6.08 District Payment for Wholesale Service.

Billing for wholesale service will commence after the first date water service is provided to the District. The City will send one bill to the District on or after the first day of each month after the date water service has commenced.

ARTICLE VII. WHOLESALE WATER BILLING METHODOLOGIES; REPORTS AND OTHER RELATED MATTERS

Section 7.01 Monthly Statement.

For each monthly billing period, Bastrop will forward to District a bill providing a statement of the Fixed Charge and the total Volume Charge owed by District for Wholesale Water Service provided to District during the previous monthly billing period. A sample billing statement is attached as Exhibit "H." District will pay Bastrop for each bill submitted by Bastrop to District by check or bank-wire on or before thirty (30) days from the date of receipt of the invoice. Payments shall be mailed to the address indicated on the invoice or can be hand-delivered to Bastrop's headquarters in Bastrop County, Texas. If payments will be made by bank-wire, District shall verify wiring instructions. Payment must be received at Bastrop's headquarters or bank by the due date in order not to be considered past due or late. In the event District fails to make payment of an uncontested bill within said thirty (30) day period, District shall pay a one-time late payment charge of five percent (5%) of the unpaid balance of the invoice. In addition, District shall pay interest on the unpaid uncontested balance at a rate equal to one and one-half percent (l.5%) per month.

Section 7.02 Monthly Billing Calculations.

Bastrop will compute the sum of the fixed charge and the volume charge for Wholesale Water Service on the basis of monthly readings of the Master Meter and will bill District such sum on a monthly basis.

Section 7.03 Effect of Nonpayment.

With respect to monthly billings, if Bastrop has not received payment from District by the due date, the bill will be considered delinquent, unless contested in good faith. In such event, Bastrop will notify District of such delinquency in writing, and if District fails to make payment of the delinquent billing within thirty (30) calendar days from the date of transmittal of such written notice of delinquency from Bastrop, then Bastrop may, at its discretion, terminate or reduce the level of Wholesale Water Service to District until payment of all sums owed, including applicable disconnection and reconnection fees is made.

Section7.04 Protests, Disputes or Appeals.

Nothing in this Agreement is intended to limit, impair or prevent any right of District to protest, dispute or appeal with respect to rate making, the establishment of fees and charges or any other related legal or administrative proceedings affecting services or charges to District under this Agreement.

Section7.05 Records and Reports.

The District shall promptly provide to the City upon written request, copies of any District records or documents relating to the construction, operation, maintenance, or repair of the District System.

ARTICLE VIII. REGULATORY COMPLIANCE

Section 8.01 Agreement Subject to Applicable Law.

The Agreement will be subject to all valid rules, regulations, and applicable laws of the United States of America, the State of Texas and/or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

Section 8.02 Cooperation to Assure Regulatory Compliance.

Each Party will cooperate in good faith with the other Party at all times to assure compliance with any applicable governmental requirements where noncompliance or non-cooperation may subject the Parties to penalties, loss of grants or other funds, or other adverse regulatory action in the performance of this Agreement.

ARTICLE IX. TERM, TERMINATION, DEFAULT, REMEDIES

Section 9.01 Term and Termination.

a. This Agreement shall become effective upon the Effective Date and shall extend until _____, 2069 unless terminated earlier as provided herein. Provided, however, unless the District provides at least six (6) months' written notice to the City prior to the end of the first fifty-year term, the Agreement shall be renewed for one additional term of fifty (50) years.

b. District may terminate this Agreement by providing not less than sixty (60) days written notice of termination to Bastrop.

c. In the event that the Bastrop Aqua Agreement is terminated or expires, this Agreement shall be terminated and be of no further force or effect. The City shall give six (6) months prior written notice of an anticipated termination or expiration of the Bastrop Aqua Agreement. In the event this Agreement is terminated in accordance with this provision, Bastrop agrees to enter into a wholesale water service agreement, in substantially similar terms, with the District to provide water service sufficient to meet the District's needs at full build-out.

Section 9.02 Default.

a. In the event District shall default in the payment of any amounts due to Bastrop under this Agreement, or in the performance of any material obligation to be performed by District under this Agreement, then Bastrop shall give District at least thirty (30) days' written notice of such default and the opportunity to cure same. Thereafter, Bastrop shall have the right to pursue any remedy available at law or in equity (other than termination of this Agreement), pending cure of such default by District.

b. In the event Bastrop shall default in the performance of any material obligation to be performed by Bastrop under this Agreement, then District shall give Bastrop at least thirty (30) days' written notice of such default and the opportunity to cure same. Thereafter, in the event such default remains uncured, the District shall have the right to pursue any remedy available at law or in equity, pending cure of such default by Bastrop.

Section 9.03 Additional Remedies upon Default.

It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by any party and shall be cumulative of the remedies provided. Recognizing however, that Bastrop's undertaking to provide Wholesale Water Service to the District System is an obligation, failure in the performance of which cannot be adequately compensated in money damages alone, Bastrop agrees, in the event of any default on its part, that District shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) that may also be available. In recognition that failure in the performance of District's obligations could not be adequately compensated in money damages alone, District agrees in the event of any default on its part that Bastrop shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) that may also be available to Bastrop including the right to obtain a writ of mandamus or an injunction against District requiring the District to collect rates and charges sufficient to pay the amounts owed to Bastrop by District under this Agreement. If either party institutes legal proceedings to seek adjudication of an alleged default under this Agreement, the prevailing party in the adjudication shall be entitled to its reasonable and necessary attorneys' fees. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS SUBJECT TO SUBCHAPTER I, CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE.

ARTICLE X. GENERAL PROVISIONS

Section 10.01 Assignability.

Assignment of this Agreement is prohibited without the prior written consent of the Parties, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything herein to the contrary, the rights and obligations of the Developer, in whole or in part, may be assigned by Developer to a subsequent owner or developer of all or a portion of the Tract.

Section 10.02 Amendment.

This Agreement may be amended or modified only by written agreement duly authorized by the respective governing bodies of District and Bastrop and executed by duly authorized representatives of each.

Section 10.03 Necessary Documents and Actions.

Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

Section 10.04 Entire Agreement.

This Agreement constitutes the entire agreement of the Parties and this Agreement supersedes any prior or contemporaneous oral or written understandings or representations of the Parties regarding Wholesale Water Service by Bastrop to District for the District Service Area.

Section 10.05 Applicable Law.

This Agreement will be construed under and in accordance with the laws of the State of Texas.

Section 10.06 Venue.

All obligations of the Parties created in this Agreement are performable in Bastrop County, Texas, and venue for any action arising under this Agreement will be in Bastrop County, Texas.

Section 10.07 Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than to the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

Section 10.08 Duplicate Originals.

This Agreement may be executed in duplicate originals each of equal dignity.

Section 10.09 Notices.

Any notice required under this Agreement may be given to the respective Parties by deposit in regular first-class mail or by hand-delivery to the address of the other party shown below:

DISTRICT: West Bastrop Village Municipal Utility District
Allen Boone Humphries Robinson, LLP
1108 Lavaca, Suite 510
Austin, TX 78701
Attn: D. Ryan Harper

DEVELOPER: West Bastrop Village, Ltd.

610 West 5th St., Ste. 601
Austin, TX 78701
Attn: David C. Mahn

CITY OF BASTROP: City of Bastrop
P. O. Box 427
Bastrop, TX 78602
Attn: City Manager

WITH REQUIRED COPY TO: Alan Bojorquez
Bojorquez Law Firm, PC
12325 Hymeadow Drive, Suite 2-100
Austin, Texas 78750

Notices shall be deemed received on the date of hand delivery or within three (3) days of deposit in first-class mail.

Section 10.10 Consents and Approvals.

Wherever this Agreement requires any Party, or its agents or employees to provide a consent, approval or similar action, the parties agree that such consent, approval or similar action will not be unreasonably withheld or delayed.

Section 10.11 Severability.

Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 10.12 Records.

Bastrop and District each agree to preserve, for a period of at least two (2) years from their respective dates of origin, all books, records, test data, charts and other records pertaining to this Agreement. Bastrop and District shall each, respectively, have the right during reasonable business hours to inspect such records to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to any provisions of this Agreement.

Section 10.13 State Approval; Compliance with TCEQ Rules.

Anything herein to the contrary notwithstanding, it is the intention of the parties that this Agreement fully comply with the requirements of the TCEQ applicable to public drinking water systems which receive water through a sole-source water supply contract, including the requirements of 30 Texas Administrative Code, Section 290.45(f). The parties each agree to provide any information which may be requested by the other in order to respond to any inquiries or reports required by the TCEQ. If, at any time, it is determined that this Agreement does not comply with all applicable TCEQ requirements, the parties agree to cooperate to modify this Agreement in order to effect such compliance.

Section 10.14 Force Majeure.

If any party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, other than an obligation to pay or provide money, then such obligations of that party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the affected party, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the affected party.

Section 10.15 Good Faith.

Each party agrees that, notwithstanding any provision herein to the contrary (i) it will not unreasonably withhold or condition or unduly delay any consent, approval, decision, determination or other action which is required or permitted under the terms of this Agreement, and (ii) it will act in good faith and shall at all times deal fairly with the other party.

Section 10.16 Authority of Parties Executing Agreement, Validity.

By their execution, each of the individuals executing this Agreement on behalf of a Party represents and warrants to the other Party that he or she has the authority to execute the document in the capacity shown on this document. Each of the Parties further represent and warrant that this Agreement constitutes a valid and binding contract, enforceable against it in accordance with its terms.

Section 10.17 Exhibits.

The following exhibits are attached to and incorporated into this Agreement for all purposes:

Exhibit A: Metes and Bounds Description of the Land
Exhibit B: Bastrop Aqua Agreement
Exhibit C: Bastrop Water Conservation and Drought Contingency Plans

Exhibit D: Map Showing Locations of Water Delivery Points, Connecting Facilities
Exhibit E: Location of Water Storage West Facilities
Exhibit F: Meter Specifications
Exhibit G: Meter Installation Specifications
Exhibit H: Sample Billing Statement

Section 10.18 Effective Date and Counterparts.

This Agreement will be effective from and after the last date of due execution by all Parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

Remainder of Page Intentionally Left Blank

CITY OF BASTROP, TEXAS

By: _____
Name: Lynda Humble
Title: City Manager
Date: _____

ATTEST: _____
City Secretary

WEST BASTROP VILLAGE MUNICIPAL UTILITY DISTRICT OF BASTROP COUNTY

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____, _____ of West Bastrop Village Municipal Utility District of Bastrop County, a Political Subdivision of the State of Texas, on behalf of said District.

_____

Notary Public, State of _____

WEST BASTROP VILLAGE, LTD.
A Texas limited partnership
By: WBV GP, LLC
A Texas limited liability company, general partner

By: _____
David C. Mahn
Title: Manager
Date: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by David C. Mahn, Manager of WBV GP, LLC, a Texas limited liability company, General Partner of West Bastrop Village, Ltd., a Texas limited partnership, on behalf of said limited liability company as general partner of the general partner of the limited partnership.

_____

Notary Public, State of _____

Exhibit "A"

Metes and Bounds Description of the Land

Exhibit "B"

Bastrop-Aqua Agreement

Exhibit "C"

Bastrop Water Conservation and Drought Contingency Plans

Exhibit "D"

Map Showing Location of Water Delivery Point(s), Connecting Facilities

Exhibit "E"

Location of Water Storage West Facilities

Exhibit "F"

Meter Specifications

Exhibit "G"

Meter Installation Specifications

Exhibit "H"

Sample Billing Statement

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 9D

TITLE:
Consider action to approve Resolution No. R-2019-115 of the City Council of the City of Bastrop, Texas awarding a contract for Preliminary Engineering Design of the Gills Branch Drainage Mitigation Project to Halff Associates, Inc. in the amount of Two Hundred Ten Thousand Seven Hundred Ten Dollars and 00/100 cents ($210,710.00) as attached in Exhibit A; Authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:

The City Council of Bastrop, Texas is committed to improving drainage citywide after several devastating flood events. To that end, the City of Bastrop participated in the Bastrop County Flood Protection Planning study to analyze Gills Branch. The Gills Branch watershed study was conducted by Halff Associates, Inc. (Halff) which included hydrologic and 1-dimensional (1D) hydraulic analysis. The hydraulic analysis of Gills Branch extended from Highway 95 at the upper end to its confluence at the Colorado River.

As a result of the detailed watershed analysis of Gills Branch, it was determined that a significant amount of creek flow leaves the western channel bank and flows in a westward direction through the streets and neighborhood towards the railroad during the 1% annual chance exceedance (ACE) (100-year storm event). During the 2015 Memorial Day flood event, the City experienced this westward overflow that overtopped the railroad and continued to the Colorado River. The 1D hydraulic model indicates the overflow but does not indicate the complex drainage flow through the streets and neighborhood. Sao, in 2018, the City contracted with Halff to develop a 2-dimensional (2D) model to better understand the Gills Branch overflow and determine flow mitigation solutions in a watershed in an all-inclusive fashion that included channel and roadway crossing improvements.

Now that the study has been completed this preliminary engineering design phase will include preliminary design, supplemental ground survey, subsurface utility engineering, hydrology and hydraulic analysis refinement, desktop environmental assessment, probably construction cost estimate, attendance of public workshops, and preparation of Preliminary Engineering Report.

POLICY EXPLANATION:
City Council has taken the position that drainage is a priority. Evidence of this statement can be found in the actions taken over the previous year. The City Council issued a temporary moratorium, that required drainage to be reviewed upfront and often. Council later supported that action by passing a new Stormwater Drainage Design Manual and lifting the moratorium.

FUNDING SOURCE:
Project funding is provided from a short term issuance in 2019 as part of the FY 20 budget.

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-115 of the City Council of the City of Bastrop, Texas awarding a contract for Preliminary Engineering Design of the Gills Branch Drainage Mitigation Project to Halff Associates, Inc. in the amount of Two Hundred Ten Thousand Seven Hundred Ten Dollars and 00/100 cents ($210,710.00) as attached in Exhibit A; Authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Agreement for Professional Engineering Services on a Defined Scope of Services Basis

RESOLUTION NO. R-2019-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDING A CONTRACT FOR PRELIMINARY ENGINEERING DESIGN OF THE GILLS BRANCH DRAINAGE MITIGATION PROJECT TO HALFF ASSOCIATES, INC IN THE AMOUNT OF TWO HUNDRED TEN THOUSAND SEVEN HUNDRED TEN DOLLARS AND 00/100 CENTS ($210,710.00) AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Bastrop, Texas 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 of the City of Bastrop, Texas is committed to improving drainage around the City following several overwhelming flood events; and

WHEREAS, The City of Bastrop, Texas contracted with Halff Associates in 2018 to develop a 2-dimensional (2D) model to better understand overflow in Gills Branch and determine flow mitigation solutions; and

WHEREAS, The City of Bastrop, Texas participated in the Bastrop County Flood Protection Planning grant in 2017; and

WHEREAS, The City Council of the City of Bastrop, Texas believes it is necessary to develop an accurate and current understanding of the drainage infrastructure.

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 an Agreement for Professional Engineering Services with Halff Associates, Inc., in the amount of Two Hundred Thirty-nine Thousand Three Hundred Thirty Dollars ($239,330.00).

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of November, 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the **City of Bastrop** a **municipal corporation** of the State of **Texas**, hereinafter referred to as "Client", duly authorized to act by the **City Council** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the "Parties".

W I T N E S S E T H:

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

I. Term of Agreement. This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

II. Services to be Performed by Engineer. Engineer shall provide to the Client basic engineering services as described in the scope of services attachment and fully incorporated herein as "**Exhibit A"** which services may include, but will not be limited to, those services normally rendered by an engineer to a municipal corporation. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. Compensation - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

IV. Client's Obligations. The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) Client agrees to provide site access, and to provide those services described in the attached Scope of Services assist Engineer in obtaining access to property necessary for performance of Engineer's work for the Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

V. Termination of Work - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

VI. Ownership of Documents - Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

_____/_____
Client Initial / Date

VII. Notices. Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

VII. Sole Parties and Entire Agreement. This Agreement shall not create any rights or benefits to anyone except the Client and Engineer, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

IX. Insurance. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be $1,000,000 per claim and in the aggregate. Engineer shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

X. Prompt Performance by Engineer. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Texas applicable to such engineering services contemplated by this Agreement.

XI. Client Objection to Personnel. If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

XII. Assignment and Delegation. Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

XIII. Jurisdiction and Venue - This Agreement shall be administered under the substantive laws of the State of **Texas** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in ***Bastrop County*** **County, Texas.**

XIV. Integration, Merger and Severability – This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. Exclusivity of Remedies – The Parties acknowledge and agree that the remedies set forth in this Agreement, including those set forth in Article XIX. Agreed Remedies are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVI. Timeliness of Performance - Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVII. Dispute Resolution. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

XVIII. Signatories. The Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

_____/_____
Client Initial / Date

XIX. PROJECT ENHANCEMENT - IF DUE TO ANY ALLEGED OR ACTUAL BREACH OF CONTRACT, NEGLIGENCE, ERROR, OR DEFICIENCY IN THE SERVICES OF ENGINEER OR ANY OF ITS CONSULTANTS, ANY ITEM, COMPONENT, OR CONDITION OF THE SERVICES IS INACCURATE OR OMITTED FROM ANY OF THE DESIGN DOCUMENTS PRODUCED THROUGH ENGINEER'S SERVICES, ENGINEER'S AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE DIFFERENCE BETWEEN: I) THE COST OF ADDING, CORRECTING OR REPLACING THE ITEM AT THE TIME THE ERROR IS DISCOVERED, AND II) THE COST HAD THE ITEM OR COMPONENT BEEN INCLUDED OR CORRECT IN THE DESIGN DOCUMENTS PROVIDED PRIOR TO THE TIME CONSTRUCTION BEGAN. HOWEVER, IF THE CORRECTION TO THE DESIGN PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT TO THE PROJECT OF CLIENT/OWNER, THE AMOUNT OF DAMAGES, IF ANY, SHALL BE ADJUSTED DOWN BASED ON SUCH ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. CLIENT/OWNER SHALL BE RESPONSIBLE FOR ANY COST OR EXPENSE ASSOCIATED WITH THE CORRECTION THAT PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. IN NO EVENT AND REGARDLESS OF THE LEGAL THEORY OR FACTUAL BASIS OF ANY CLAIM, SHALL ENGINEER'S OR ITS CONSULTANT'S LIABILITY INCLUDE ANY COST OR EXPENSE THAT PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. IN ADDITION, IF ANY SUCH ITEM, COMPONENT, OR CONDITION HAS AN IDENTIFIABLE USEFUL LIKE THAT IS LESS THAN THE BUILDING ITSELF, THE DAMAGES OF THE CLIENT/OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

XX. AGREED REMEDIES

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT. FOR PROJECTS/SERVICES PERFORMED IN FLORIDA OR PURSUANT TO FLORIDA LAW, FLORIDA STATUTE 558.0035 STATES THAT, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE ENGINEER OR THE ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE ENGINEER'S FEE FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR $50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO THE CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) 3 YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS ($10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.

XXI. WAIVER - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

[SIGNATURE PAGE TO FOLLOW]

_____/_____
Client Initial / Date

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the _____ day of _____, 20___.

HALFF ASSOCIATES, INC.

By: Michael A Maya
Signature

Michael A. Maya
Printed Name

Sr. Vice President
Title

10/2/2019
Date

CLIENT: CITY OF BASTROP, TEXAS

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

_____/_____
Client Initial / Date

ATTACHMENT A

PROPOSED STATEMENT OF WORK

City of Bastrop
Gills Branch Flood Mitigation Improvements
Preliminary Engineering Design

Revised 11/4/19

PROJECT DESCRIPTION:

The City of Bastrop participated in the Bastrop County Flood Protection Planning study to analyze Gills Branch. The Gills Branch watershed study was conducted by Halff Associates, Inc. (Halff) which included hydrologic and 1-dimensional (1D) hydraulic analysis. The hydraulic analysis of Gills Branch extended from Highway 95 at the upper end to its confluence at the Colorado River. As a result of the detailed watershed analysis of Gills Branch, it was determined that a significant amount of creek flow leaves the western channel bank and flows in a westward direction through the streets and neighborhood towards the railroad during the 1% annual chance exceedance (ACE) (100-year storm event). During the 2015 Memorial Day flood event, the City experienced this westward overflow that overtopped the railroad and continued to Colorado River. The 1D hydraulic model indicates the overflow but does not indicated the complex drainage flow through the streets and neighborhood. In 2018, the City contract with Halff to develop a 2-dimensional (2D) model to better understand the Gills Branch overflow and determine flood mitigation solutions in a watershed holistic fashion that included channel and roadway crossing improvements.

The following scope of work outlines the task efforts to prepare a preliminary engineering design level of the proposed flood mitigation solution from the previous work effort. This preliminary engineering design phase will include preliminary design, supplemental ground survey, subsurface utility engineering, hydrology and hydraulic analysis refinement, desktop environmental assessment, probable construction cost estimate, attendance of public workshops, and preparation of Preliminary Engineering Report (PER).

The following is a list of general project assumptions used in preparing this scope of work.

- Existing topographic LiDAR data for Bastrop County will be used to the extent possible.
- Lot boundaries will be based on the parcel data obtained from the Bastrop County Central Appraisal District. A proper boundary survey is not included in this effort and is anticipated once the extents of the improvements are determined in the PER.
- Geotechnical investigation and recommendations will be conducted in the next phase of the project.
- FEMA map revision coordination is not anticipated for this phase of the project.
- Environmental permitting coordination with Federal, State, or local agencies are not considered in this scope and is anticipated to be conducted in the next phase of the project.
- If any permitting submittal requires any permitting and filing fees, Halff will invoice the necessary fees as a pass-through charge.
- Property acquisitions or negotiations are not considered in this scope.
- Bidding and construction phase services are not included in this scope.

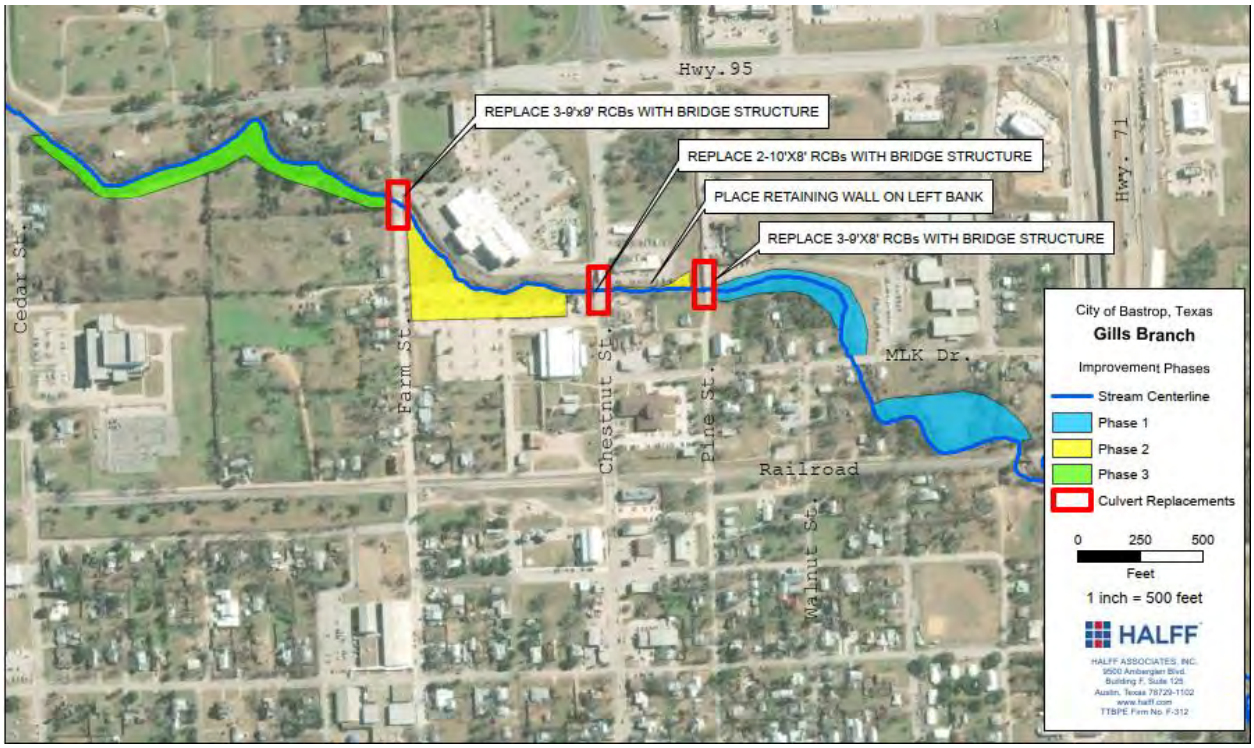
PROJECT OBJECTIVES:

1. Prepare preliminary level design for channel and road crossing improvements. Preliminary design Phases 1 and 2 will be based on ground survey. Phase 3 Preliminary Design will be based on LiDAR terrain data.

2. Identify constraints and obtain additional data for channel and road crossing improvements in this preliminary design phase.

3. Refine 2D modeling analysis for schematic level design to ensure project does not cause adverse impacts to adjacent properties.

PROJECT AREA:



SCOPE OF WORK:

Task 1: Project Management

This task consists of planning the project, executing the plan and making necessary adjustments or changes when needed, as well as closing out the project when work has been successfully completed. The project manager shall be the single point of contact for all correspondences.

- Project kickoff meeting to define project, resources, submittal procedures, schedules, deliverables, and goals
- Attend two (2) public meetings with City of Bastrop staff to present preliminary design concept

- Attendance/presentation of one (1) City Council or other public meeting to answer questions regarding preliminary design concept
- Monthly progress reporting and invoicing for project

Task 2: Data Collection

The purpose of this task is to acquire field data required for preliminary design of the channel and road crossing improvements and will identify additional data needs for the Final Design Phase such as geotechnical investigations.

- Conduct up to four (4) field reconnaissance site visits

- Conduct subsurface utility engineering (SUE) investigation at a Quality Level D/C (utility records research) utilizing available utility records provided by others, survey visible utilities, and field visit.
    - Conduct field visit to identify visible utilities, request utility records, and compile utility information into a CAD base file.

- Conduct design level ground survey of the anticipated proposed project area along Gills Branch for Phases 1 and 2. Design level survey for Phase 3 is not included in this scope and is anticipated to be conducted during final design. This effort does not include property boundary survey.
    - Obtain Right-of-entry (ROE) from landowners to allow survey crews to conduct ground survey of their property.
    - Prepare and abstract map of properties along the proposed corridor showing record deed lines for Phases 1 and 2. A comprehensive boundary survey is not included in this effort.
    - All field survey data submitted to the TPWD shall be based on the North American Datum of 1983 (NAD83) horizontal coordinate system in the State Plane Central Texas Zone 3 (FIPS 4203). All vertical coordinates and surveyed elevations shall be based on the North American Vertical Datum of 1988 (NAVD88). All field survey data shall be measured in US survey feet.
    - Perform topographic field survey sufficient for 1-ft. contour intervals, located all visible improvements, above ground utilities and features (power poles, valves, etc.), storm drain and wastewater line rim and flowline elevations, edge of pavement and concrete structures, etc.
    - Perform survey of road crossings at MLK Dr., Pine St., Chestnut St.
    - Farm St. and Hwy. 95.
    - Locate and tag existing 8-inch caliper trees and greater showing critical root zone (tree circles).
    - Extract and prepare triangulated irregular network into DTM and prepare 1-foot contours.

- Conduct a desktop level environmental assessment to determine potential environmental permitting needs and constraints that will include Federal, State, and local agencies. This effort does not include coordination or application submittal with Federal, State, and local agencies.
    - Potential permitting requirements may include USACE Nationwide Permit, USFWS Threatened and Endangered Species, and THC Cultural Resources.

- A brief field investigation will be conducted to take photographs and estimate ordinary high water mark (OHWM) width of the stream channel from public right-of-way locations.

Task 3: Hydraulic Analysis Design Refinement

Refine two dimensional (2D) hydraulic analysis utilizing the model developed as part of the flood mitigation analysis.

- Utilize the Gills Branch preferred channel and roadway improvements determined during the previous analysis phase analyzed for fully developed watershed conditions
- Update the 2D hydraulic model with updated ground survey and preliminary design elements
- Evaluate frequency design storm for 2-, 5-, 10-, 25-, 50-, and 100-year storm events utilizing NOAA Atlas 14 rainfall data

Task 4: Preliminary Engineering Design

A preliminary engineering design will develop up to two (2) design options to refine the channel and roadway improvements design concept prepared by Halff in March 2019. The City also requested recommendations to stabilize eroding channel banks south of Hwy. 71. Halff will focus on erosion areas that threaten existing infrastructure which may include the transition from concrete channel to natural channel near Gutierrez St. and Jefferson St., channel bend near Lovers Ln., and the channel bend near the wastewater treatment plant. LiDAR terrain will be used for this reach south of Highway 71 for the preliminary engineering design.

Design workshops will be conducted to discuss and gain approval and direction for the flood mitigation design from City staff for preparation of preliminary design plans. A preliminary probable cost estimate will be prepared for each of the options.

- Conduct two (2) design workshops to discuss design constraints and parameters with City staff
- Prepare up to four (4) illustrative concept renderings to visually illustrate engineered improvements and potential trail and park opportunities
    - Attend one (1) design workshop to discuss potential resilience flood mitigation and open space opportunities
    - This effort does not include preparation of cost estimates for potential trail and park opportunities
- Prepare 11”x17” preliminary plan and profile design sheets of the channel and roadway improvements (assume up to 13 sheets)
- Prepare preliminary typical details of the proposed improvements (assume up to 3 sheets)
- Prepare probable construction cost estimate for up to two (2) options

Task 5: Preliminary Engineering Report

Prepare a Preliminary Engineering Report (PER) to fully discuss the design constraints and parameters for the development of up to two (2) flood mitigation options. The PER will discuss data acquisition, environmental permitting needs and the potential effects on the schedule, hydrologic and hydraulic analysis refinement results, design constraints and parameters, opportunities for trail and park, design schedule, and probable cost estimate.

- Prepare Preliminary Engineering Report documenting methods and assumptions of the preliminary design
- Include Preliminary Engineering Design plans
- Identify additional data needs required for the final design phase
- Recommendation of a preferred flood mitigation solution

PROJECT DELIVERABLES:

- Draft Preliminary Engineering Report and Design Sheets for City review

- Final Preliminary Engineering Report and Design Sheets

FEE ESTIMATE:

The fees for Task 1 through 5, established above, shall be considered **lump sum** fees unless otherwise noted. Our services will be invoiced monthly based on the percentage of work completed. Costs incurred will be carefully monitored during the progress of this project and the fees will not be exceeded without prior approval from the City.

City of Bastrop - Gills Branch Flood Mitigation PER Design		
		Total
TASK 1: PROJECT MANAGEMENT	$	14,480.00
TASK 2: DATA COLLECTION	$	83,750.00
TASK 3: HYDRUALIC ANALYSIS DESIGN REFINEMENT	$	11,825.00
TASK 4: PRELIMINARY ENGINEERING DESIGN	$	73,475.00
TASK 5: PRELIMINARY ENGINEERING REPORT	$	27,180.00
TOTAL	$	210,710.00

ANTICIPATED SCHEDULE:

Halff can commence work on this project within two (2) weeks after notice-to-proceed is received from the City of Bastrop. Halff anticipates completion of all effort and submittal of deliverables within eleven (11) months of the notice to proceed. An anticipated design schedule is attached.

City of Bastrop - Gills Branch Flood Mitigation PER Design
Anticipated Schedule

	MONTH 1				MONTH 2				MONTH 3				MONTH 4				MONTH 5				MONTH 6				MONTH 7				MONTH 8				MONTH 9				MONTH 10				MONTH 11			
	WK1	WK2	WK3	WK4	WK1	WK2	WK3	WK4	WK1	WK2	WK3	WK4	WK1	WK2	WK3	WK4	WK1	WK2	WK3	WK4	WK1	WK2	WK3	WK4	WK1	WK2	WK3	WK4	WK1	WK2	WK3	WK4	WK1	WK2	WK3	WK4	WK1	WK2	WK3	WK4	WK1	WK2	WK3	WK4
TASK 1: PROJECT MANAGEMENT																																											
Kick off meeting																																											
Public meeting (assume 2)																																											
City council meeting (assume 1)																																											
Project status and billing (11 mo.)																																											
TASK 2: DATA COLLECTION																																											
Field visits (assume 4)																																											
SUE investigation level D/C																																											
Design Survey																																											
Environmental desktop assessment																																											
TASK 3: HYDRUALIC ANALYSIS DESIGN REFINEMENT																																											
Refinement of 2D hydraulic model																																											
Evaluate deisgn storm events																																											
Model QA/QC																																											
TASK 4: PRELIMINARY ENGINEERING DESIGN																																											
Design workshops (assume 2)																																											
Illustrative renderings (assume 4)																																											
Prepare plan sheets (assume 10 shts)																																											
Prepare typical details (assume 3 shts)																																											
Design QA/QC																																											
TASK 5: PRELIMINARY ENGINEERING REPORT																																											
Draft PER report																																											
Respond to City comments																																											
Final PER report																																											
Report QA/QC																																											

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 9E

TITLE:
Consider action to approve Resolution No. R-2019-112 of the City Council of the City of Bastrop, Texas awarding a contract for design of a Drainage Master Plan to Halff Associates, Inc. in the amount of Two Hundred Twenty-six Thousand Dollars and 00/100 cents ($226,000.00) as attached in Exhibit A; Authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:

Over the past decade, the City of Bastrop has seen a steady increase in population, and the commercial and industrial sectors have increased as well. Increased development may lead to greater volumes of stormwater in streams causing high water surface elevations and greater flood risk to land and structures. Additionally, increased development may increase velocity in the creeks leaving channels more susceptible to erosion. Ultimately, flooding impacts from the City's streams and other local sources may result in greater public risk and impede the ability for property owners to continually develop or redevelop property. Flooding within the City has been a continued concern as shown by the proactive activities of City Council and City Staff. Just a few of those steps include: updating its drainage criteria manual, better defining drainage plan submittal requirements, and understanding the talking about drainage upfront and often during the development process.

In 2015 the City experienced significant flooding in the Gills Branch watershed which resulted in an overflow situation that overtopped the railroad and flowed westward to the Colorado River, flooding structures and roadways. As a result, the City of Bastrop has participated in multiple studies and is now ready to lay the foundation for the City of Bastrop by developing a Master Drainage Plan that will more effectively plan drainage improvements aimed at minimizing local flooding concerns, and proactively preparing for development within Bastrop County beyond City limits.

The Project deliverables include:

• Drainage Master Plan report to include key flood problem areas and flood mitigation solutions, probable cost estimate, prioritized CIP drainage projects
• Project summary sheet for each drainage CIP projects identified
• Provide recommendations to develop the foundation to start a Drainage Utility.
• Drainage Master Plan digital data that will include models and supporting project information.

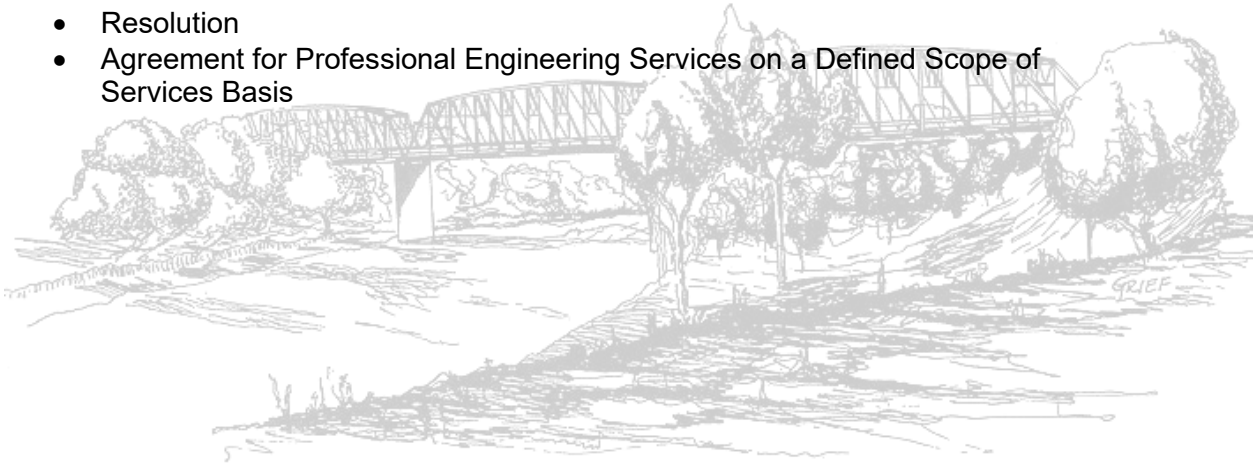
POLICY EXPLANATION:
City Council has taken the position that drainage is a priority. Evidence of this statement can be found in the actions taken over the previous year. The City Council issued a temporary moratorium, that required drainage to be reviewed upfront and often. Council later supported that action by passing a new Stormwater Drainage Design Manual and lifting the moratorium.

FUNDING SOURCE:
This project will be funded from short term issuance from 2019 as part of the FY 20 budget.

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-112 of the City Council of the City of Bastrop, Texas awarding a contract for design of a Drainage Master Plan to Halff Associates, Inc. in the amount of Two Hundred Twenty-six Thousand Dollars and 00/100 cents ($226,000.00) as attached in Exhibit A; Authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Agreement for Professional Engineering Services on a Defined Scope of Services Basis



RESOLUTION NO. R-2019-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDING A CONTRACT FOR DESIGN OF A DRAINAGE MASTER PLAN TO HALFF ASSOCIATES, INC IN THE AMOUNT OF TWO HUNDRED TWENTY-SIX THOUSAND DOLLARS AND 00/100 CENTS ($226,000.00) AS ATTACHED IN EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Bastrop, Texas 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 of the City of Bastrop, Texas is committed to improving drainage around the City following several distressing flood events; and

WHEREAS, The City Council of the City of Bastrop, Texas recognizes that increased development may lead to greater volumes of stormwater in streams causing greater flood risk to land and structures; and

WHEREAS, The City of Bastrop, Texas participated in the Bastrop County Flood Protection Planning grant in 2017; and

WHEREAS, The City Council of the City of Bastrop, Texas believes it is necessary to develop an accurate and current understanding of the drainage infrastructure.

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 an Agreement for Professional Engineering Services with Halff Associates, Inc., in the amount of Two Hundred Twenty-six Thousand Dollars ($226,000.00).

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of November, 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the **City of Bastrop** a **municpal corporation** of the State of **Texas**, hereinafter referred to as "Client", duly authorized to act by the **City Council** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the "Parties".

W I T N E S S E T H:

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

I. Term of Agreement. This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

II. Services to be Performed by Engineer. Engineer shall provide to the Client basic engineering services as described in the scope of services attachment and fully incorporated herein as "**Exhibit A"** which services may include, but will not be limited to, those services normally rendered by an engineer to a municpal corporation. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. Compensation - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

IV. Client's Obligations. The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) Client agrees to provide site access, and to provide those services described in the attached Scope of Services assist Engineer in obtaining access to property necessary for performance of Engineer's work for the Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

V. Termination of Work - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

VI. Ownership of Documents - Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees

that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

VII. Notices. Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

VII. Sole Parties and Entire Agreement. This Agreement shall not create any rights or benefits to anyone except the Client and Engineer, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

IX. Insurance. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be $1,000,000 per claim and in the aggregate. Engineer shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

X. Prompt Performance by Engineer. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Texas applicable to such engineering services contemplated by this Agreement.

XI. Client Objection to Personnel. If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

XII. Assignment and Delegation. Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

XIII. Jurisdiction and Venue - This Agreement shall be administered under the substantive laws of the State of **Texas** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in ***Bastrop* County, Texas.**

XIV. Integration, Merger and Severability – This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

_____/_____
Client Initial / Date

XV. Exclusivity of Remedies – The Parties acknowledge and agree that the remedies set forth in this Agreement, including those set forth in Article XIX. Agreed Remedies are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVI. Timeliness of Performance - Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVII. Dispute Resolution. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

XVIII. Signatories. The Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

XIX. PROJECT ENHANCEMENT - IF DUE TO ANY ALLEGED OR ACTUAL BREACH OF CONTRACT, NEGLIGENCE, ERROR, OR DEFICIENCY IN THE SERVICES OF ENGINEER OR ANY OF ITS CONSULTANTS, ANY ITEM, COMPONENT, OR CONDITION OF THE SERVICES IS INACCURATE OR OMITTED FROM ANY OF THE DESIGN DOCUMENTS PRODUCED THROUGH ENGINEER'S SERVICES, ENGINEER'S AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE DIFFERENCE BETWEEN: I) THE COST OF ADDING, CORRECTING OR REPLACING THE ITEM AT THE TIME THE ERROR IS DISCOVERED, AND II) THE COST HAD THE ITEM OR COMPONENT BEEN INCLUDED OR CORRECT IN THE DESIGN DOCUMENTS PROVIDED PRIOR TO THE TIME CONSTRUCTION BEGAN. HOWEVER, IF THE CORRECTION TO THE DESIGN PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT TO THE PROJECT OF CLIENT/OWNER, THE AMOUNT OF DAMAGES, IF ANY, SHALL BE ADJUSTED DOWN BASED ON SUCH ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. CLIENT/OWNER SHALL BE RESPONSIBLE FOR ANY COST OR EXPENSE ASSOCIATED WITH THE CORRECTION THAT PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. IN NO EVENT AND REGARDLESS OF THE LEGAL THEORY OR FACTUAL BASIS OF ANY CLAIM, SHALL ENGINEER'S OR ITS CONSULTANT'S LIABILITY INCLUDE ANY COST OR EXPENSE THAT PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. IN ADDITION, IF ANY SUCH ITEM, COMPONENT, OR CONDITION HAS AN IDENTIFIABLE USEFUL LIKE THAT IS LESS THAN THE BUILDING ITSELF, THE DAMAGES OF THE CLIENT/OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

XX. AGREED REMEDIES

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT.

FOR PROJECTS/SERVICES PERFORMED IN FLORIDA OR PURSUANT TO FLORIDA LAW, FLORIDA STATUTE 558.0035 STATES THAT, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE

_____/_____
Client Initial / Date

EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE ENGINEER OR THE ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE ENGINEER'S FEE FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR $50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO THE CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) 3 YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS ($10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.

XXI. WAIVER - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the _____ day of _____, 20___.

	HALFF ASSOCIATES, INC.	**CLIENT: CITY OF BASTROP, TEXAS**
By:	Cindy Engelhardt	_____
	Signature	Signature
	Cindy Engelhardt	_____
	Printed Name	Printed Name
	Water Resource Team Lead	_____
	Title	Title
	8/13/2019	_____
	Date	Date

_____/_____
Client Initial / Date

EXHIBIT A

CITY OF BASTROP
DRAINAGE MASTER PLAN
SCOPE OF WORK
August 22, 2019
Revised November 1, 2019

Project Introduction

Over the past decade, the City of Bastrop has seen a steady increase in population, and the commercial and industrial sectors have increased as well. Increased development may lead to greater volumes of stormwater in streams causing higher water surface elevations and greater flood risk to land and structures. Increased development may increase velocity in the creeks leaving channels more susceptible to erosion. Ultimately, flooding impacts from the City's streams and other local sources may result in greater public risk and impede City growth. Flooding within the City has continued to become a concern and the City has been proactive by updating its drainage criteria manual and defining drainage plan submittal requirements. During the 2015 Memorial Day flood event, the City experienced significant flooding in the Gills Branch watershed which resulted in an overflow situation that overtopped the rail road and flowed westward to the Colorado River, flooding structures and roadways. As a result, the City of Bastrop participated in the Bastrop County Flood Protection Planning grant in 2017, conducting a floodplain study on both Piney Creek and Gills Branch.

To more effectively plan drainage improvements aimed at minimizing local flooding concerns, the City is taking a proactive approach. As such, the City has asked Halff Associates, Inc. (Halff) to prepare a Drainage Master Plan that will extend to the City Limits plus the statutory area designated by the 1445 interlocal agreement with Bastrop County as the area one-mile beyond City limits shown in Figure 1 below. The services and products resulting from the study shall be referred to as the ***City of Bastrop Drainage Master Plan (DMP)***.

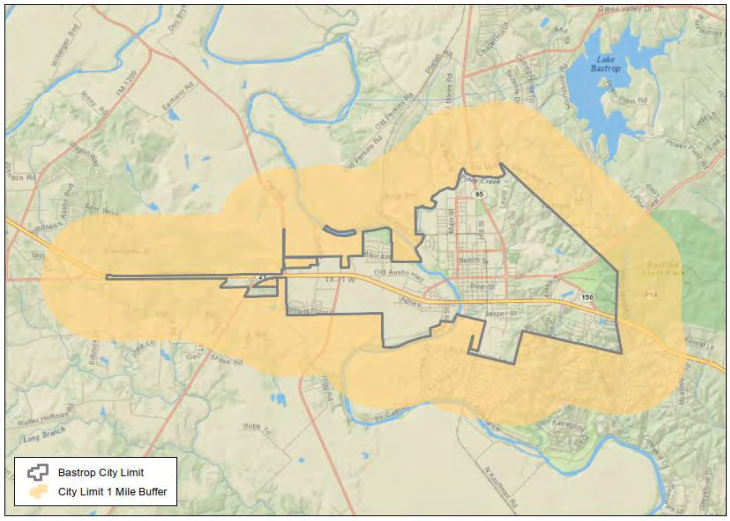


Figure 1: City Limits plus 1-mile Buffer

Project Purpose

The purpose and goal of the DMP is to develop a comprehensive evaluation of the existing drainage conditions throughout the City by developing an accurate and current understanding of the drainage infrastructure. This understanding will include a comprehensive inventory of existing data, accurate simulation using best available data, flooding problem area identification, and conceptual flood mitigation solutions. Riverine analysis will include Piney Creek, Gills Branch, Copperas Creek, Hunter's Creek, and Pine Forest Creek. Flood from the Colorado River will be based on the effective FEMA flood maps. Local flood problems will be the primary focus of this Drainage Master Plan to ensure riverine as well as local flood problem areas are addressed such as the North Bastrop area. The flood problem areas will be identified using City staff and community input. Flood mitigation solutions will be developed to create a drainage Capital Improvement Project (CIP) plan that will be prioritized using a scoring matrix. Using the drainage CIP projects, Halff will conduct a drainage utility rate study for the City to implement a Storm Water Utility Fee to help fund drainage CIP projects and maintenance.

A detailed scope for the DMP with specific tasks and associated deliverables is provided in the following scope of services.

Project Scope

Task 1: Project Management and Coordination

Halff project management activities shall include task leadership and direction, telephone and written communication, project status reports, project progress meetings, project invoicing, and personnel and data management among other general project management activities. Specific meetings beyond staff management coordination and regular communication include the following:

a. Project Meetings

i. Attend one (1) project kickoff meeting with staff from the City. The meeting will be coordinated by the Halff Project Manager and is intended to discuss key items such as project schedule, budget, and any specific directives. Halff will provide a preliminary schedule of tasks.
ii. Attend up to five (5) progress meetings every two months, over the course of the project schedule, to discuss specific tasks such as data collection and inventory, model evaluation, field verification, ranking criteria, etc.
iii. Attend two (2) public meetings or City Council meetings for the City to gather input from the community and discuss process, findings, and recommendations.
iv. Meeting minutes shall be submitted to the City Project Manager within five (5) working days after each meeting.

b. Administration

i. Monthly project status reports shall be provided to the City with the monthly invoice. Progress shall include notes regarding work completed in the preceding billing cycle, work expected to be completed in the next cycle, and any outstanding questions or issues for discussion.

Task 2: Obtain and Review Local Data

Data collection and model inventory tasks will generally include gathering, organizing, and reviewing of all data provided, both hard copy and digital format. Data shall be provided by the City, as well as from other sources such as Bastrop County, FEMA, and other consultants, if necessary. Data review tasks will generally include comprehensive analysis of all models, reports, record drawings, and GIS information to determine the accuracy and validity of each. Halff will also review the current drainage criteria and work with the City to recommend any potential changes or clarifications that may be needed. Specific tasks relating to data collection include the following:

a. GIS Data

i. Data requests will be directed to the City with additional requests made to outside entities, if necessary.
ii. Halff will collect and catalogue relevant GIS data including, but not limited to, storm drain network, terrain (LiDAR) data, land use/zoning, FEMA (both mapping and loss data), planimetrics, political boundaries, development and subdivisions, detention pond locations, utility information, parcel information, etc.
iii. All GIS data gathered will be organized in Geodatabase format for use during the DMP process and will be provided to the City.

b. Hydrologic and Hydraulic Models

i. Hydrologic and hydraulic (H&H) models prepared as part of the Bastrop County Flood Protection Planning (FPP) study, prepared by Halff in 2018, will be utilized. These hydraulic models will be leveraged and utilized to ensure riverine flood mitigation solutions within the DMP area do not adversely impact adjacent properties.
ii. Additional local models developed within the project boundary will also be requested by Halff. These may include models developed for regional detention pond projects, channel improvement projects, large scale developments, etc. A cursory review of the models will be performed to determine relevance and can be considered the best available data.
iii. Halff will consider the drainage patterns and determine if the modeling tools utilized are appropriate or if other tools, including Unsteady 1D or 2D hydraulic modeling are recommended for complex local drainage problem areas.

c. Local Drainage Reports and Record Drawings

i. Drainage reports developed for major development projects or capital projects, including detention, channel improvement, and storm sewer improvement, will be requested from the City.
ii. Record or “As-Built” drawings will be requested from the City for improvements including, but not limited to, creek improvements, detention ponds, storm drainage networks, major developments, and subdivisions.
iii. Conduct a comprehensive evaluation of the LOMRs, CLOMRs, and drainage reports for regional detention, channel improvements or major developments. A cursory review of other

drainage reports will be conducted to determine if the information provided affects the larger study.

d. Master Plan and CIP Plan Review

i. Review the current City master plans including:
   a. Comprehensive Plan
   b. Transportation Master Plan
   c. Parks and Recreation Master Plan
   d. Drainage Criteria Guidance Manual

ii. Records of local drainage complaints received by City staff.

e. Field Reconnaissance

i. Halff will conduct local site visits of identified areas where access is available from public right-of-way (ROW) and of selected road crossings, storm sewer outfalls, regional detention ponds, and sections of identified streams. Site visits will be conducted by two (2) person teams. During the site visits, Halff will geo-locate all features, photograph the feature, and include notes regarding dimensions, conditions, etc. This scope assumes two (2) days of site visits.

ii. Limited field survey will be conducted in select areas, and as required, to verify existing local conditions. This scope assumes five (5) days of ground survey for a 2-man survey crew.

iii. Once the field verification process is complete, the GIS data developed will be evaluated for completeness and correctness and finalized.

Task 3: Drainage Problem Identification

Halff will compile a list of drainage problem area "hot spots" identified based on the data collected in the previous task and City staff input. Flood and drainage issues will be identified using the best available existing information, local and riverine drainage complaints, and City known areas of flooding. A field reconnaissance will be conducted to verify drainage problem areas. The following sub-tasks to be conducted for this task include the following.

a. Prepare Hydrologic and Hydraulic Models

i. Utilize the Bastrop Co. FPP study riverine H&H models for the 2-, 10-, 25-, 50-, 100-, and 500-year storm events. Streams analysis in this study include Piney Creek and Gills Branch. Piney Creek will be extended to include the 1-mile ETJ. Gills Branch is not anticipated to be extended. This analysis of the stream within the city limits will be used as inflows for the 2D hydraulic analysis.

ii. Utilize H&H models developed from other studies in the area Copperas Creek and Pine Forest Creek. These H&H models will need to be extended to the 1-mile ETJ. Hunter's Creek H&H model will need to be developed.

iii. Perform high level 2D hydraulic analysis rapid assessment to determine local "hot spot" locations in the urban core of the city based on the 25- and 100-year return events with a 24-hour storm. This analysis will focus on overland flow and will not include detailed modeling of initial conditions or peak water surface elevations. The rapid assessment to identify local flooding areas will not include storm drain pipes, culverts, or other drainage infrastructure

and is intended primarily to identify low lying areas with a probability of flooding based on existing watershed conditions.

iv. Utilize best available studies and modify hydrologic and hydraulic parameters as necessary to assess drainage issues.

b. Identify Drainage Problems

Halff will identify local (2D rapid assessment) and riverine (H&H models) drainage problems by reviewing the rapid assessment and H&H models and information based on City and community input. The identified drainage problems may include:

i. Local flooding
   a. Street flooding
   b. Subdivision (lot) flooding

ii. Riverine flooding
   a. Road overtopping
   b. Building flooding

iii. Stream erosion
   a. Roads threatened
   b. Buildings threatened
   c. Utility infrastructure threatened

Task 4: Develop Drainage Solutions

a. Flood Mitigation Solutions

Halff will conduct an H&H analysis of the identified drainage problem areas using updated field and survey data collected. Halff will utilize the models to develop proposed riverine flood mitigation solutions. To develop local flood mitigation solutions, Halff will utilize standard rational method to determine flows and manning's equations to determine pipe and ditch conveyance. If necessary, updates may include the use of more advanced modeling techniques such as Unsteady 1D and 2D modeling for complex drainage areas. Drainage mitigation solutions will be limited to 30 identified drainage problem areas. Flood protection measures may include the following structural and non-structural measures as independent or combination solutions:

i. Structural Alternatives:
   c. Storm drain system improvements
   d. Road crossing improvements
   e. Channel improvements
   f. Detention and Retention Ponds

ii. Non-Structural Alternatives:
   a. Identify flood areas and depths
   b. Require new buildings to be elevated
   c. Buy-out of buildings most prone to flooding
   d. Hazard classification for low water crossings

b. Ranking and Categorizing Projects

Using a systematic process, Halff will rank and categorize each evaluated drainage project. The projects may be classified as Large CIP (regional), Small CIP (local), and O&M (small projects) which will be defined with City staff input. When scoring is complete, Halff will provide a draft drainage matrix for solutions developed for City review. The draft solutions will include a one-page project summary that will include the project description, conceptual flood mitigation solution, and probable cost estimate. Benefit-Cost Analysis (BCA) will not be included since City does not anticipate Federal funding for project implementation.

c. CIP Prioritization

Halff will meet with City staff to review the project classifications and confirm objectives and assumptions for the CIP prioritization. The prioritization of the drainage CIP projects will likely be evaluated based on criteria that may include Public Safety, Structures Benefited, Economic Impact, Environmental Impact, and Project Timing among others. Each of the criteria developed will have a description and scoring values.

Task 5: Drainage Utility Rate Study

Halff will conduct a rate study for the potential of a drainage utility fee which funds drainage and maintenance projects. As part of this proposal, Halff will coordinate to determine what anticipated crews, equipment, and staff that will maintain and manage stormwater infrastructure for the City. The rate study will also include the need for funding of maintenance and drainage CIP projects. The evaluation of the fee analysis will be based on the drainage CIP projects developed in Task 4 of this proposal. The utility rate study does not include drainage utility fee implementation or outreach. This task will include the following effort:

i. Conduct meeting with City staff to establish goals of the rate study.
ii. Obtain and review GIS data available for rate study.
iii. Utilize drainage CIP projects and drainage maintenance needs developed in previous tasks.
iv. Develop and assemble cost of service budget model.

Task 6: Prepare Drainage Master Plan

The DMP submittal will include the project deliverables; a detailed narrative discussing the data collection and inventory process, compilation of all the data collected and evaluated, updated digital information, including GIS, H&H models, photos, conceptual solutions, schematic renderings, and a prioritized drainage CIP plan associated probable cost estimates, and drainage utility rate study results. Specific tasks relating to the submittal preparation include the following:

a. Report Deliverable

i. Prepare a detailed DMP report, including a narrative discussing the procedures and findings of each task, relevant figures and tables, a log of project decisions, conceptual drainage project solutions, probable cost estimate, prioritized drainage CIP plan, and drainage utility rate study. Copies of the digital information will be included on thumb drive with the report.

b. Digital Data Deliverable

i. Prepare DMP digital database for submittal. The digital data will include the data used to support and develop the DMP deliverables such as a model inventory, report/plan inventory, field data collected (notes and photos), H&H models, basin delineations, land use, soils, hydraulic centerlines, cross-sections, stream floodplains (existing condition 25-yr and 100-year), and other relevant digital data.

Task 7: Quality Assurance/Quality Control

Each task will be subjected to internal QA/QC by an independent water resources engineer at Halff (typically by another office or team). Associated QC documentation will be provided upon request. Specific tasks relating to the QA/QC process include the following:

a. QA/QC Procedures

i. The QA/QC program will include a multi-level approach to ensure that senior members review, comment, and approve the completed work. Quality control checklists shall be created for the data collection, model development, and final report elements of the work. Each checklist will include milestone reviews that describe the items to be reviewed and include documentation of the comments by the reviewer and responses from the design engineer. Deliverables to the City will be accompanied by a certification that they have been reviewed for quality.

ii. The ENGINEER shall retain all work products generated and information gathered and used during the project including, but not limited to, base data and intermediate work products.

Deliverables

- Drainage Master Plan report to include key flood problem areas and flood mitigation solutions, probable cost estimate, prioritized CIP drainage projects
- Project summary sheet for each drainage CIP projects identified
- Provide recommendations of a drainage utility rate study
- Drainage Master Plan digital data that will include models and supporting project information

Proposed Fee Schedule

The fees for Task 1 through 7, established above, shall be considered **lump sum** fees unless otherwise noted. Our services will be invoiced monthly based on the percentage of work completed. Costs incurred will be carefully monitored during the progress of this project and the fees will not be exceeded without prior approval from the City.

Task 1: Project Management and Coordination	$ 19,500
Task 2: Obtain and Review Local Data	$ 33,000
Task 3: Drainage Problem Identification	$ 54,000
Task 4: Develop Drainage Solutions	$ 63,000
Task 5: Drainage Utility Rate Study	$ 22,500
Task 6: Prepare Drainage Master Plan	$ 21,000
Task 7: Quality Assurance / Quality Control	$ 13,000

TOTAL ENGINEERING SERVICES **$ 226,000**

Proposed Project Schedule

Halff can commence work on this project within 2 weeks after notice-to-proceed (NTP) is received from the City of Bastrop. Halff will complete the effort and submittal of deliverables within 12 months of NTP. A detailed project schedule outlining task effort and milestones will be developed when the project begins.

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 9F

TITLE:
Consider action to approve Resolution No. R-2019-113 of the City Council of the City of Bastrop, Texas awarding a contract for the City of Bastrop Streets, Pavement and Preventative Maintenance Project to highest ranked offeror in the amount not to exceed One Million One Hundred Eighty-nine Thousand One Hundred Thirty-nine Dollars and Eighty Cents ($1,189,139.80) as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:

The City of Bastrop, in connection with carrying out the duties of its various ordinances and duties to provide maintenance on the current and future infrastructure has made street maintenance a priority.

In August of 2019, the City of Bastrop City Council received an update on street maintenance from Walker Partners. Jed Walker from Walker Partners explained the current market conditions associated with street maintenance and how market saturation has impacted overall cost for maintenance at least 25%. With that in mind, a plan was developed that extends the time line of the maintenance contract allowing the contractors to work during off peak season when conditions are right for other various maintenance techniques.

The bid rankings before you tonight are a result of extending the contract time, and the number of contractors working in the region. The selection of the bidding the project as a competitive sealed proposal allows the city to select the highest ranking offeror.

On October 24, 2019, three proposals were received for the City of Bastrop Streets, Pavement and Preventative Maintenance Project. Walker Partners reviewed and ranked the proposals and recommends that Council allow the City Manager and Staff to enter into negotiations with the highest ranking offeror for the project as the best value for the City of Bastrop.

POLICY EXPLANATION:
The City is required to maintain its infrastructure for all utilities and is given authority to do so in the Local Government Code.

FUNDING SOURCE:
This project was budgeted as “Street Maintenance” in FY19.

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-113 of the City Council of the City of Bastrop, Texas awarding a contract for the City of Bastrop Streets, Pavement and Preventative Maintenance Project to highest ranked offeror in the amount not to exceed One Million One Hundred Eighty-nine Thousand One Hundred Thirty-nine Dollars and Eighty Cents ($1,189,139.80) as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Walker Partners Recommendation Letter
- Proposal Tabulation

RESOLUTION NO. R-2018-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONTRACT FOR THE CITY OF BASTROP STREETS, PAVEMENT AND PREVENTATIVE MAINTENANCE PROJECT TO HIGHEST RANKED OFFEROR IN THE AMOUNT NOT TO EXCEED ONE MILLION ONE HUNDRED EIGHTY-NINE THOUSAND ONE HUNDRED THIRTY-NINE DOLLARS AND EIGHTY CENTS ($1,189,139.80) AS ATTACHED IN EXHIBIT A; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop City Council understands the importance of public safety provided by performing construction management infrastructure improvements; and

WHEREAS, the City of Bastrop City Council understands providing maintenance on current City Infrastructure should be cost effective; and

WHEREAS, the City of Bastrop understands the importance of focusing on infrastructure improvements in the area of street maintenance; and

WHEREAS, the City of Bastrop has chosen Walker Partners from a list of qualified consulting firms identified by the City of Bastrop City Council on July 10, 2018; and

WHEREAS, Walker Partners has conducted a Request for Proposals for the City of Bastrop Streets, Pavement and Preventative Maintenance project; and

WHEREAS, On October 24, 2019, three proposals were received for the City of Bastrop Streets, Pavement and Preventative Maintenance Project. Walker Partners reviewed and ranked the proposals and recommends that Council allow the City Manager and Staff to enter into negotiations with the highest ranking offeror for the project as the best value for the City of Bastrop.

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 has found Walker Partners to be a subject matter expert in the fields of water/wastewater, streets/drainage, and land survey and accepts Walker Partner's recommendation that Council allow the City Manager and Staff to enter into negotiations with the highest ranking offeror for the City of Bastrop Streets, Pavement and Preventative Maintenance Project.

Section 2. The City Manager is hereby authorized to draft and execute a contract with the highest ranking offeror in an amount not to exceed $1,189,139.80 as attached in Exhibit A, as well as all other necessary documents.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of November, 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Walker Partners
engineers ★ surveyors

2700 Earl Rudder Frwy, Suite 1600
College Station, Texas 77845

October 28, 2019

City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602

Attn: Mr. Trey Job, CPM

Re: City of Bastrop Streets, Pavement and Preventative Maintenance
City of Bastrop Proposal No.: 20-001
Walker Partners Project No.: 4-01126

Dear Mr. Job:

On October 24, 2019, three proposals were received for the City of Bastrop Streets, Pavement and Preventative Maintenance Project. The proposals were ranked on the following selection criteria and weighting as provided in the Instructions to Offerors:

1. Proposed Price (50%)
2. Experience and Past Performance of Offeror with Similar Projects (20%)
3. Ability to Meet Budget and Time for Construction (20%)
4. Experience/Qualification of Key Personnel (5%)
5. Other Factors (5%)

The highest ranked proposal representing the best value to the City was received from Angel Brothers Enterprises, Ltd. Their proposed price was also the lowest base bid received at $1,189,139.80 (which includes $45,000 of Contingency Cost) and a total 87 criteria points of a possible 100.

Walker Partners recommends that Council moves to select Angel Brothers as the offeror that has submitted the proposal providing the best value for the City and that the Council further directs the City Manager to attempt to negotiate a contract with the selected offeror and discuss options for scope and/or time modification and any price changes associated with those modifications not to exceed an amount of $1,189,139.80.

Please contact me if you have any questions or require additional information.

Sincerely,

R. Alan Munger, P.E.

R. Alan Munger, P.E.
Manager

RAM:ram

Attachment

Requirement No.	Requirement Description	Level of Importance	Respondents: Angel Brothers	Respondents: Texas Materials	Respondents: Lone Star Paving
1	**Proposal Pricing**				
	A. Proposal Price	50	37	27	20
	Subtotal Proposal Process and Pricing	**50**	**37**	**27**	**20**
2	**Experience and References**				
	A. Listing provided for all sub-contractors and statement of qualifications. Grade sub-contractors overall.	4	4	4	4
	B. Contractor Qualifications - Overall	5	5	5	5
	C. Area of geographical coverage of related project and service activities.	5	5	5	5
	D. References of Asphalt Maintenance and Preventative Projects.	4	4	4	4
	E. List of three (3) similar projects that include the complexity and magnitude of work to be completed in this project (within last 60 months).	~~2~~	2	2	2
	Subtotal Experience and References	**20**	**20**	**20**	**20**
3	**Ability to Meet Budget and Time for Construction**				
	A. Ability to meet project completion date.	5	5	5	0
	B. Respondent has equipment and operators (or subcontractors) necessary for all phases of work.	5	5	5	5
	C. Schedule demonstrates ability to meet milestone dates	5	5	0	0
	D. Respondent has resource capacity to dedicate to project to meet schedule requirements.	5	5	5	5
	Subtotal Project Approach	**20**	**20**	**15**	**10**
4	**Experience/Qualification of Key Personnel and Other Factors**				
	A. Experience of persons assigned to project - grade according to statement	3	3	3	3
	B. Respondent's personnel have experience with Crack Seal, Flexible Pavement Repair, Seal Coat, Scrub Seal, Fog Seal, and Thin Overlay Hot Mix.	2	2	2	2
	C. Demonstrated Quality of Work on Completed Projects	5	5	5	5
	Subtotal Technical Support and Other Factors	**10**	**10**	**10**	**10**
	TOTAL SCORE	**100**	**87**	**72**	**60**

Walker Partners, LLC
Proposal Tabulation

City of Bastrop
Streets, Pavement, and Preventative Maintenance
Project No.: 4-01126
October 24, 2019 / 2:00 p.m.

Proposers

Item No.	Proposal Item Description	Estimated Quantities	Measure	Angel Brothers Unit Price	Angel Brothers Unit Amount	Texas Materials Group Unit Price	Texas Materials Group Unit Amount	Lone Star Paving Unit Price	Lone Star Paving Unit Amount
	Base Proposal								
1.00	**General Conditions**								
1.01	MOBILIZATION & PROJECT INCIDENTALS	1	LS	110,000.00	110,000.00	112,000.00	112,000.00	45,500.00	45,500.00
1.02	PROJECT SIGNS	4	EA	1,000.00	4,000.00	1,500.00	6,000.00	1,300.00	5,200.00
1.03	TRAFFIC CONTROL PLAN	1	LS	2,000.00	2,000.00	44,000.00	44,000.00	6,500.00	6,500.00
1.04	TRAFFIC CONTROL PLAN - IMPLEMENTATION	1	LS	20,000.00	20,000.00	44,000.00	44,000.00	130,000.00	130,000.00
1.05	CONTINGENCY ALLOWANCE	1	LS	45,000.00	45,000.00	45,000.00	45,000.00	45,000.00	45,000.00
1.06	MANHOLE GRADE ADJUSTMENT	7	EA	1,500.00	10,500.00	2,250.00	15,750.00	650.00	4,550.00
	Subtotal General Conditions				**191,500.00**		**266,750.00**		**236,750.00**
2.00	**Street Maintenance**								
	Maintenance Treatments								
2.01	5" FLEXIBLE PAVEMENT REPAIR WITH TYPE B HMAC (PG 64-22)	7,908	SY	63.00	498,204.00	67.55	534,185.40	59.00	466,572.00
2.02	JT / CRCK SEAL (RUBBER - ASPHALT)	36	L-MI	1,200.00	43,200.00	1,500.00	54,000.00	11,000.00	396,000.00
	Preventative Maintenance Surface Treatment								
2.03	FOG SEAL (CMS-1PF)(0.09 gal/SY)	26,604	SY	2.20	58,528.80	2.20	58,528.80	3.00	79,812.00
2.04	SEAL COAT TREATMENT (AC20-5TR W/ GR 4 PB TRAP ROCK)(0.40 GAL/SY and 1 CY/110 SY)	41,728	SY	4.10	171,084.80	7.75	323,392.00	4.75	198,208.00
2.05	SCRUB SEAL TREATMENT (CMS-2P with GR 4 TRAP ROCK)(0.48 GAL/SY and 1 CY/110 SY)	17,590	SY	6.10	107,299.00	6.30	110,817.00	7.25	[1] 127,527.50
2.06	FRICTIONAL ASPHALTIC SURFACE PRESERVATION TREATMENT	24,859	SY	4.80	119,323.20	5.00	124,295.00	6.25	155,368.75
	Subtotal Street Maintenance				**997,639.80**		**1,205,218.20**		**1,423,488.25**
	Total Base Proposal				**$1,189,139.80**		[1] **$1,471,968.20**		[2] **$1,660,238.25**
	Alternate Bid Item #1								
2.04 A	THIN OVERLAY MIXTURE (PG 70-22)(1" THICKNESS) in Lieu of SEAL COAT TREATMENT	41,728	SY	7.40	308,787.20	11.25	469,440.00	11.00	459,008.00
	Subtotal Alternate Bid Item #1				308,787.20		469,440.00		459,008.00
	Total Proposal with Alternative Bid Item				**$1,326,842.20**		[2] **$1,618,016.20**		[3] **$1,921,038.25**

Texas Materials Group
[1] Proposal Amount = $1,674,658.20
[2] Proposal Amount = $1,941,408.20

Lone Star Paving
[1] Proposal Amount = $127,525.50
[2] Proposal Amount = $1,882,496.25
[3] Proposal Amount = $2,119,246.25

CITY OF BASTROP

STREETS, PAVEMENT, AND PREVENTATIVE MAINTENANCE

PROJECT MANUAL

OCTOBER 2019

RFP NO. 20-001

PROJECT NUMBER 4-01126

Walker Partners
engineers ★ surveyors

T.B.P.E. Registration No. 8053

DOCUMENT 00 01 10

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01 32 16	Construction Progress Schedule	4
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01 50 00	Temporary Facilities and Controls	9
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DIVISION 33 – UTILITIES

33 01 31 Manhole Grade Adjustment 4

CITY OF AUSTIN – STANDARD SPECIFICATIONS

Item 802S – Project Signs

TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) STANDARD SPECIFICATIONS

The Texas Department of Transportation "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges," 2014 Edition, is incorporated herein by reference for all intents and purposes. If a standard specified in that document conflicts with a standard included within a bid specifications document, the standard in the bid specifications document controls. If the standard is still unclear, the Engineer will determine which standard controls and his determination shall be final.

TxDOT Special Specifications

3005 – Scrub Seal Treatment
3028 – Frictional Asphaltic Surface Preservation Treatment

Attachments

1. Special Provisions
2. General Notes
3. Program Maintenance Maps
    - A: Overview
    - A1
    - A2
    - A3
4. Program Maintenance Basis of Estimate
5. Program Preventative Maintenance Maps
    - B: Overview
    - B1
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    - B3
6. Program Preventative Maintenance Basis of Estimate
7. Details Sheets

END OF TABLE OF CONTENTS

SECTION 00 11 12

INVITATION TO SUBMIT PROPOSALS

City of Bastrop (Owner) is requesting Competitive Sealed Proposals for the Streets, Pavement, and Preventative Maintenance project, from qualified contractors, to be received until 2:00 PM, on October 24, 2019, in its offices located at 1311 Chestnut Street, Bastrop, TX, 78602. Sealed competitive proposals will be publicly opened and read aloud at shortly thereafter at same location. Proposals are invited for furnishing all labor, equipment, and materials necessary for construction of the following:

RFP No. 20-001 – City of Bastrop - Streets, Pavement, and Preventative Maintenance

Streets, Pavement, and Preventative Maintenance consists of crack seal, flexible pavement repair, fog seal, scrub seal, seal coat, and add alternate thin overlay mix. Project will be awarded on a number of factors including cost, experience of contractor, schedule, and prior work experience.

Proposals must be submitted on forms provided in Proposal Documents and accompanied by a Proposal Security in the penal sum of not less than five percent (5%) of base proposal amount, payable without recourse to Owner. Proposal Security may be in either form of a cashier's check or Offeror's Bond from a security company approved to conduct business in State of Texas as a guarantee that offeror will enter into a contract and execute a 100% payment bond within fifteen (15) days after issuance of a notice of award to that Offeror. Proposals not accompanied by such Security or received after designated proposal time will not be considered. Refer to other proposal requirements described in Document 00 21 13 – Instructions to Offerors.

Copies of Proposal Documents (Project Manual and Drawings) may be obtained electronically online from CivCast (www.civcastusa.com). For more information, contact Rachel Murphy at rmurphy@walkerpartners.com or (254) 714-1402.

Owner reserves the right to reject any or all Proposals and to waive informalities and irregularities.

END OF SECTION

SECTION 00 21 13

INSTRUCTIONS TO OFFERORS

COMPETITIVE SEALED PROPOSALS

1. Overview of Request for Proposal Process.
   1.1 Objective of Request for Proposal (RFP) process is to competitively procure services with a qualified contractor whose Proposal provides best value for the City of Bastrop Streets, Pavement, and Preventative Maintenance project. Proposals will be received, publicly opened, and names and monetary Proposals of each Offeror read aloud. Subsequently, Proposals will be ranked according to criteria described in this RFP Document. Both cost and non-cost factors will be evaluated and scored. One or more Offerors may be invited back for discussions or to present their Proposal to Owner before final rankings are made. Owner may enter into contract negotiations with highest ranked firm for completion of Work. If negotiations with highest ranked firm are unsuccessful, Owner will formally close negotiations with this firm and initiate contract negotiations with next highest ranked firm. Upon agreement between both parties, a Contractor-executed Contract may be recommended for approval by Owner's governing body. Upon approval, Contract will be executed by Owner.

2. Defined Terms.
   2.1. Definitions for the following terms used in these Instructions do not replace definitions for similar terms that may be contained within other sections of Contract Documents.
   2.2. Certain additional terms used in these Instructions to Offerors have meanings indicated below and are applicable to both singular and plural thereof.
      2.2.1. Addendum or Addenda- Additions, deletions, and/or changes to any part of RFP issued in writing by Owner prior to Proposal due date and time.
      2.2.2. Apparent Best Value Offeror-Offering Firm whose Proposal for completion of Work provides best value for Owner as defined by ranking criteria detailed in Article 11 of Instructions to Offerors.
      2.2.3. City Council – Governing body of Owner.
      2.2.4. Contract Negotiations- Discussions which take place between Owner and Apparent Best Value Offeror in an effort to reach agreement on contract scope of work, cost, and other contractual requirements.
      2.2.5. Contractor – Successful Offeror to this RFP who enters into a contractual relationship with Owner for completion of Work.
      2.2.6. Engineer - Walker Partners, LLC
      2.2.7. Issuing Office - Location from which RFP Documents are issued. For this project issuing office is Walker Partners, 804 Las Cimas Parkway, Suite 150, Austin, TX 78746.
      2.2.8. Offeror, Offering Firm- Firm which responds to an RFP by submitting a Proposal directly to Owner. Offeror and Offering Firm shall have same meaning in the Instructions to Offerors.
      2.2.9. Owner – City of Bastrop.
      2.2.10. Proposal- Offeror's submittal which conforms to requirements set forth in this RFP.
      2.2.11. Proposal Form- As detailed in requirements of this RFP, contains unit pricing for all parts of Work and their aggregate as detailed and affirmed on Proposal Form and may include additional forms supplied by Offeror and or Owner that relate to Offeror's proposed cost for completing Work.
      2.2.12. RFP Document- abbreviation of Request for Proposals Document, document used to request Competitive Sealed Proposals for procurement of goods and services as authorized under Government Code Chapter 2269, Subchapter D.
      2.2.13. Statement of Qualifications, (SOQ) - Offeror submitted documents which describe Offering Firm's qualifications for performing Work and contain no pricing or cost data. Requirements for the Statement of Qualifications (SOQ) are set forth in Article 8 and Article 10 of Instructions to Offerors (this RFP).

2.2.14. Subcontractor - Any contractor or Supplier hired by Contractor to furnish materials and services specified in this RFP.
2.2.15. Successful Offeror - Firm who has completed negotiations with Owner and may enter into a Contract with Owner to complete Work.
2.2.16. Supplier- Same as Contractor

3. Schedule.
3.1 Advertisements: September 26, October 3, 2019, and October 10, 2019
Last Addenda/Addendum Issued: October 22, 2019 at 5:00 PM
Proposal Submission Deadline: October 24, 2019 at 2:00 PM
Anticipated Construction Start: December 2, 2019

4. Request for Proposal Documents/Copies.
4.1. This Request for Competitive Sealed Proposals (RFP) consists of the following documents:
4.1.1. Invitation to Submit Proposals (00 11 12);
4.1.2. Instructions to Offerers (00 21 13);
4.1.3. Statement of Qualifications (00 21 14);
4.1.4. Proposal Form (00 41 00);
4.1.5. All Contract Documents referenced in this RFP;
4.1.6. Addenda to this RFP issued by Engineer;
4.1.7. Any attached forms; and
4.1.8. Proposal Security (00 43 13 - Offeror's Bond)
4.2. Complete set of RFP Documents may be accessed at online at CivCast (www.civcastusa.com).
4.3. Complete sets of RFP Documents must be used in preparing Proposals; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from use of incomplete sets of RFP Documents.
4.4. Owner and Engineer, in making copies of RFP Documents available on above noted terms, do so only for purpose of obtaining Proposals for Work and do not confer a license or grant for any other use.

5. Competitive Sealed Proposal Process\Contract Documents.
5.1. All questions about Competitive Sealed Proposal Process or meaning or intent of Contract Documents are to be directed to Engineer.
Contact: Alan Munger, PE
Walker Partners
804 Las Cimas Parkway, Suite 150
Austin, TX 78746
(512) 382-0021
5.2. Any questions submitted to Walker Partners.
5.3. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda. Oral interpretations or clarifications are not binding.

6. Pre- Submittal Conference.
6.1. None

7. Estimated Budget.
7.1. Engineer's Opinion of Probable Construction Cost (project cost estimate) has been generated by Engineer. If an award is made, actual contract amount may vary.
7.2. Engineer's Opinion of Probable Construction Cost for this project is $826,000.00.

8. Basis for Ranking of Proposals.
8.1 Owner will consider qualifications (Statement of Qualifications) of each Offeror and their respective proposed Contract Price (Proposal Form) when evaluating Proposals to determine which Offeror, in sole opinion of Owner, will provide best value to Owner. All procurements shall conform to Chapter 2269 of State of Texas Government Code. Proposals will be evaluated using the following criteria and weighting:

8.1.1. Proposed Project Cost: Offeror's Proposed Cost of Performing Work shall be indicated in Section 00 41 00 – Proposal Form.

8.1.2. Experience/Past Performance of Offeror: Provide general information about Organization and a Statement of Qualifications. Include information on similar Projects on which Offeror has had significant involvement in the last five (5) years, or that demonstrate experience with similar Projects. This list is to include name and a current telephone number of references for each of these Project assignments. Offerors are to include a list of current Project assignments for each of individuals proposed, anticipated completion date for this assignment and percentage of time they will have available to devote to this Project.

8.1.3 Ability to Meet Proposed Time for Construction: Provide information to demonstrate

8.1.4. Experience/Qualifications of Superintendent: Provide information on Superintendent's qualifications including information on similar Projects on which Superintendent has been in charge of in the last five (5) years, or that demonstrate experience with similar Projects. This list is to include name and a current telephone number of references for each of these assignments. Superintendent must be dedicated to this Project full time for duration of Project and may not be changed without written approval by Engineer. ability of Organization to complete Projects within budget and on time.

8.1.5. Other Factors: Owner will consider other factors in evaluating Proposals, including the following:

8.1.5.1. Quality of Work: Demonstrated quality of Work on completed Projects as determined by site visits or discussions with references for Projects. Quality considerations may include appearance of completed Work, amount of warranty or rework required, durability and maintainability of completed Project, and quality of documentation provided.

8.1.5.2. Safety: Demonstrated success in implementation of a site safety program.

8.1.5.3. Claims Experience and Litigation History: Provide a list all claims or litigation involving construction Projects that have been filed by Offeror or Owner within last five (5) years, or that are currently outstanding.

8.2. Table of criteria and weighting for the ranking of Offeror's Proposals.

Category	Description	Weighting Points
1	Proposed Project Cost	55
2	Experience/Past Performance of Offeror with Similar Projects	20
3	Ability to Meet Proposed Budget and Time for Construction	20
4	Experience/Qualifications of Proposed Key Personnel	5
5	Financial Management (Stability)	Pass/Fail
	Total	100

9. Proposal Form.

9.1. Proposal Form (00 41 00) is included with RFP Documents.

9.2. All blanks on Proposal Form must be completed in ink, by hand, or electronically printed.

9.3. Proposal price shall include such amount as Offeror deems proper for overhead and profit.

10. Offering Firm's Statement of Qualifications (SOQ).

10.1. Provide information required on form Section 00 21 14 - Statement of Qualifications.

11. Ranking of Offeror's Proposals.

11.1. Owner will consider qualifications (Statement of Qualifications) of Offerors and Offeror's subcontractors and consultants, in addition to proposed cost(s) (Proposal Form) when evaluating Proposals to determine which Proposal offers best value to Owner. Owner will rank each of Offeror's Proposals based on criteria and criteria weighting described in Article 8, Basis for Ranking of Proposals.

11.2. Evaluation and ranking of Proposals will be completed no later than 6th calendar day from date of Proposal opening. Offerors are requested not to withdraw their Proposals within 60 calendar days from date on which Proposals are opened. Proposal Security of highest ranking firms will be held by Owner until contract negotiations are finalized.

11.3. In evaluating Proposals, Owner will consider selection criteria set forth in Article 8 of these Instructions to Offerors and whether or not Proposals comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested by Owner.

11.4. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of Work, as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in General Conditions. Owner may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in Work when such data is required to be submitted prior to recommendation of award.

11.5. Owner may conduct such investigations as Owner deems necessary to assist in evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Offerors, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish Work in accordance with Contract Documents to Owner's satisfaction within prescribed time.

11.6. Owner, at its discretion, may also choose to conduct interviews with to ranking Offerors to provide Offerors a better opportunity to demonstrate they can provide best value to Owner for this Project. Should Owner choose to conduct interviews with top ranking Offerors, they will be notified of:

11.6.1. Time and place for interview.

11.6.2. Interview format and agenda.

11.6.3. Questions to prepare for interview.

11.6.4. Individuals that are expected to participate in the interview. Failure to participate in interview may result in disqualification from consideration for project.

12. Award of Contract.

12.1. It is intent of Owner to award this contract to Offering Firm whose Proposal for completion of Work provides best value for Owner after consideration of relative importance of costs and other evaluation factors described in Basis for Ranking Offerors set forth in Article 8 of these Instructions to Offerors.

12.2. Owner reserves right to adopt most advantageous interpretation of Proposals submitted in case of ambiguity or lack of clearness in stating Proposal Prices, to reject any or all Proposals, and/or waive informalities.

12.3. Owner reserves right to reject any or all Proposals, including without limitation rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Proposals and to reject the Proposal of any Offeror if Owner believes that it would not be in best interest of Project to make an award to that Offeror, whether because Proposal is not responsive or Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner.

12.4. Owner also reserves the right to waive all informalities not involving price, time or changes in Work and to negotiate contract terms with Apparent Best Value Offeror. Discrepancies between multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between indicated sum of any column of figures and correct sum thereof will be resolved in favor of correct sum. Discrepancies between words and figures will be resolved in favor of words.

12.5. Qualifications of a firm shall not deprive Owner of right to accept a Proposal, which in its judgment offers best value to Owner. In addition, Owner reserves the right to reject any Proposal where circumstances and developments have, in opinion of Owner, changed qualifications or responsibility of firm.

12.6. Material misstatements in material submitted for evaluation may be ground for rejection of Offeror’s Proposal on this project. Any such misstatement, if discovered after award of contract to such firm, may be grounds for immediate termination of contract. Additionally, Offeror will be liable to Owner for any additional costs or damages to Owner resulting from such misstatements, including costs and attorney’s fees for collecting such costs and damages.

12.7. If Contract is to be awarded, it will be awarded to Apparent Best Value Offeror following successful Contract Negotiations.

12.8. If Contract Negotiations with Apparent Best Value Offeror are unsuccessful, Owner will formally close Contract Negotiations with this Firm and attempt to open Contract Negotiations with next highest-ranked firm according to selection criteria set forth in Article 8 of these Instructions to Offerors.

12.9. If Contract is to be awarded, Owner will notify Successful Offeror of intent to submit contract for approval by Owner within sixty (60) days after day of Proposal opening. Following approval Owner shall execute contract.

12.10. Offeror may submit exceptions or alternatives not in accordance with terms and conditions of Contract Documents, or for Work that is not in strict compliance with Contract Documents. Describe intent and substance of changes in Proposal in adequate detail so they are clearly understood. Alternates will not be considered in ranking and evaluation of Proposals. Upon selection of Proposal that offers the best value to Owner, Owner and Engineer may consider proposed alternates in negotiating a final Contract scope, schedule and price.

12.11. Addenda may be issued to clarify, correct, or change Contract Documents, Addenda or related supplemental data as deemed advisable by Owner or Engineer.

13. Interpretation, Addenda, and Alternate Proposals.

13.1. All questions about meaning or intent of Request for Proposal and Contract Documents are to be directed to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by written Addenda.

13.2. To properly qualify his Proposal, each Offeror shall, prior to submitting his Proposal, check receipt of all Addenda and acknowledge such receipt on Proposal Form and on the acknowledgement line of Addendum Cover page. Proposals submitted without such acknowledgment of all issued Addenda and letters of clarification may cause Proposal to be considered non-responsive. Such Addenda and letters of clarification shall become a part of the executed contract and modify contract documents accordingly.

13.3. Questions received after deadline for Questions and Inquiries may not be answered.

13.4. Only questions answered by formal written Addenda issued by Owner will be binding. Oral and other interpretations or clarifications will be without legal effect.

13.5. Addenda may also be issued to modify RFP Documents as deemed advisable by Owner or Engineer.

13.6. Owner or Engineer will not be held liable for any failure by Engineer for notification to reach Offeror. Offerors are encouraged to contact Engineer after legal limit for filing addenda (48 hours prior to Proposal due date and time) has passed to ensure receipt of all addenda.

14. Confidentiality of Proposal Information.

14.1 All materials submitted to Owner will become public property and are subject to Texas Public Information Act, Government Code Chapter 552. If an Offeror does not desire proprietary Information in SOQ to be disclosed, each page must be identified and marked proprietary at time of submittal. Owner will, to extent provided by law, endeavor to protect such information from disclosure. Final decision as to what information must be disclosed, however, lies with Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request. Proposers shall not be permitted to mark entire Proposal as proprietary.

15. Examination of Contract Documents and Site.

15.1. It is the sole responsibility of each Offeror before submitting a Proposal:

15.1.1. To examine thoroughly Contract Documents and other related data identified in RFP Documents (including "technical data" referred to below):

15.1.2. To visit Site to become familiar with and satisfy Offeror as to general, local and Site conditions that may affect cost, progress, performance or furnishing of Work;

15.1.3. To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of Work;

15.1.4. To study and carefully correlate Offeror's knowledge and observations with Contract Documents and such other related data; and

15.1.5. To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Offeror has discovered in or between Contract Documents and such other related documents.

15.2. Information and data shown or indicated in Contract Documents with respect to existing Underground Facilities at or contiguous to Site are based upon information and data furnished to Owner and Engineer by Owners of such Underground Facilities or others, and Owner and Engineer do not assume responsibility for accuracy or completeness thereof or for Offeror's interpretation of such information and data. Contractor is advised to coordinate closely with Owner, Engineer and Utility Operator(s) prior to the commencement of any underground construction activities.

15.3. Provisions concerning responsibilities for adequacy of data furnished to prospective Offerors with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in Contract Documents due to differing or unanticipated conditions appear in Article 6 of Agreement and Article 4 of General Conditions.

15.4. Before submitting a Proposal, each Offeror will be responsible for obtaining such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to site or otherwise, which may affect cost, progress, performance or furnishing of Work, or which relate to any aspect of means, methods, techniques, sequences or procedures of construction to be employed by Offeror and safety precautions and programs incident thereto or which Offeror deems necessary to determine its Proposal for performing and furnishing Work in accordance with time, price and other terms and conditions of Contract Documents.

15.5. On request, Owner will provide each Offeror access to site to conduct such examinations, investigations, explorations, tests and studies, as each Offeror deems necessary for submission of a Proposal. Offeror must fill any resultant holes and clean up and restore Site to its former condition upon completion of such explorations, investigations, tests, and studies.

15.6. Reference is made to Specification Section 01 10 00 - Summary of Work for the identification of general nature of Work that is to be performed at Site by Owner or others (such as utilities and other prime Contractors) that relates to Work for which a Proposal is to be submitted. On request, Owner may provide to each Offeror for examination access to or copies of Contract Documents (other than portions thereof related to price) for such Work.

15.7. Submission of a Proposal will constitute an incontrovertible representation by Offeror that Offeror has complied with every requirement of this Article 15, that without exception Proposal is premised upon performing and furnishing Work required by Contract Documents and applying specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by Contract Documents, that Offeror has given Owner or Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Offeror has discovered in Contract Documents and written resolutions thereof by Engineer is acceptable to Offeror, and that Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing Work.

15.8. Provisions of 15.1 through 15.8, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste or Radioactive Material covered by Article 4.06 of General Conditions.

15.9. Addenda may also be issued to modify RFP Documents as deemed advisable by Owner or Engineer.

16. Proposal Security.

16.1. Each Proposal must be accompanied by Proposal Security made payable to Owner in the amount not less than five percent (5%) of total Proposal Amount, including any Cash Allowances and Alternates, and shall be in form of a cashier's check or Offeror’s Bond.

16.2. Offeror’s Bond must be on the form provided within Contract Documents (RFP) and must bear impressed seal of Surety, and be signed by Offeror and an authorized individual of Surety. Bonds will only be accepted from Sureties authorized to execute a bond order and in accordance with state law.

16.3. Proposal Security of Successful Offeror will be retained until such Offeror has executed Agreement, furnished required contract securities and met other conditions contained in

Specification Section 00 41 00 – Proposal Form, whereupon Proposal Security will be returned. If Offeror fails to execute and deliver Agreement and furnish required contract security within thirty (30) days after contract award notification, Owner may annul its award and Proposal Security of that Offeror will be forfeited. Proposal Security of other Offerors whom Owner believes to have a reasonable chance of receiving award may be retained by Owner until the earlier of seventh day after Effective Date of Agreement or ninety-first day after Proposal opening, whereupon Proposal Security furnished by such Offerors will be returned. Proposal Security submitted in form of a cashier's check with Proposals which are not competitive will be returned.

17. Contract Times.
    17.1 Number of days (calendar days) within which, or dates by which, Work is to achieve Substantial and Final Completion are set forth in Section 00 52 00 – Agreement between Owner and Contractor.

18. Substitutes and "Or-Equal" Items.
    18.1 Contract, if awarded, will be on basis of materials and equipment described in Drawings or specified in Specifications with consideration for possible substitute or "or equivalent" items. Whenever it is indicated in Drawings or specified in Specifications that a Substitute or "or-equal"/"or equivalent" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer and Owner, application for such acceptance may be prior to Contract award in accordance with Texas Government Code 2269.155.

19. Subcontractors, Suppliers and Others.
    19.1. If Owner requests the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Apparent Best Value Offeror, and any other Offerors so requested, shall within five (5) days from request submit to Owner a list of all such Subcontractors, Suppliers or other persons or organizations proposed for those portions of Work for which such identification is requested. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, Owner may, before giving notice of its intent to recommend Award, request that Apparent Best Value Offeror submit an acceptable substitute without an increase in price. If Apparent Best Value Offeror declines to make any such substitution, Owner may formally close contract negotiations with Offeror and enter into contract negotiations with next most highly-ranked Offeror that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing Proposal Security of any Offeror. Any Subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to giving notice of its intent to recommend Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after Effective Date of Agreement as provided in Article 6.06 of General Conditions.
    19.2. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

20. Preparation and of Proposals.
    20.1. Prepare one (1) unbound original of complete Proposal Package, including completed Proposal Form 00 41 00.
    20.2. Original Proposal is Proposal containing Original Signature of a person authorized to sign on behalf of Offering Firm.
    20.3. Proposals shall be enclosed in an opaque sealed Envelope (or Package), marked with RFP name in addition to name and address of Offering Firm.
    20.4. Each Original Proposal submitted by an Offeror shall contain the following:
        20.4.1. Offerors Statement of Qualifications (Form Section 00 21 14 - Statement of Qualifications

20.4.2. Completed Proposal (Form Section 00 41 00 - Proposal)
20.4.3. Proposal Security (Form Section 00 43 13 - Offeror's Bond)
20.4.4. Any other Documentation required by terms of this Request for Proposal.

20.5. Proposals submitted by corporations must be executed in corporate name by president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and corporate seal must be affixed and attested by the secretary or an assistant secretary. Corporate address and state of incorporation must be shown below signature.

20.6. Submitted Proposals by partnerships must be executed in partnership name and signed by a partner, whose title must appear under signature and official address of partnership must be shown below signature.

20.7. All names must be typed or printed in ink below signature.

20.8. Proposal shall contain an acknowledgment of receipt of all Addenda (numbers of which must be filled in on Proposal Form).

20.9. Address and telephone number for communications regarding Proposal must be shown.

20.10. Evidence of authority to conduct business in the State of Texas shall be provided in accordance with 00 41 00 – Proposal Form.

21. Submission of Proposals.

21.1. Proposals shall be submitted at time and place indicated in Invitation to Submit Proposals (00 11 12) and shall be enclosed in an opaque sealed envelope with name and address of Offering Firm and accompanied by Proposal Security and other required documents.

21.2. If Proposal is sent through mail or other delivery system sealed envelope shall be enclosed in a separate envelope with notation "SEALED PROPOSAL ENCLOSED" on face of it. Proposals not received by time or at location specified will be returned unopened to Offeror.

21.3. Clock used by Owner at place used for receiving Proposals shall conclusively determine time that Proposals are received.

21.4. Proposals sent by facsimile or electronic mail or delivered to any other location other than address provided in Invitation to Offerors will NOT be accepted.

22. Modification and Withdrawal of Proposals.

22.1. Proposals may be modified or withdrawn by a document duly executed (in same manner that a Proposal must be executed) and delivered to place where Proposals are to be submitted prior to date and time for opening of Proposals.

22.2. If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed written notice with Owner and promptly thereafter demonstrates to reasonable satisfaction of Owner that there was a material or substantial mistake in preparation of its Proposal, that Offeror may withdraw its Proposal. Proposal Security may be retained by Owner if Offeror cannot clearly demonstrate to Owner evidence of a material or substantial mistake in its Proposal. Thereafter, that Offeror may be disqualified from responding to a reissued RFP for Work to be furnished under these Contract Documents.

23. Opening of Proposals.

23.1 Proposals will be opened and (unless obviously non-responsive) names and Monetary Proposals of Offering Firms read aloud at a public opening. An abstract of Proposals will be made available no later than seventh day after Contract is awarded.

24. Proposals to Remain Subject to Acceptance.

24.1 All Proposals will remain subject to acceptance for ninety days (90) after date of opening, but Owner may, in its sole discretion, release any Proposal and return Proposal Security prior to that date.

25. Prevailing Wage Rates.

25.1 Contractors for this Project must pay no less than prevailing wage rates for area.

26. Liquidated Damages.

26.1 Provisions for liquidated damages are set forth in specification section 00 52 00 – Agreement between Owner and Contractor and specification section 00 72 15 - General Conditions of the Contract.

27. Contract Security and Insurance.

27.1 Article 5 of General Conditions sets forth Owner's requirements as to insurance(s) and Performance and Payment Bonds. When Successful Offeror delivers executed Agreement to Owner, it must be accompanied by required insurances, Performance and Payment Bonds. Insurances shall include all required certificates and/or endorsements.

28. Conflict of Interest.

28.1 Chapter 176 of Texas Local Government Code mandates public disclosure of certain information concerning persons doing business or seeking to do business with Owner, including affiliations and business and financial relationships such persons may have with Owner. An explanation of requirements of Chapter 176, applicable forms and a complete text of this law are available at: http://www.ethics.state.tx.us/forms/CIQ.pdf. BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH OWNER, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF REQUIREMENTS OF CHAPTER 176 OF TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

29. Taxes.

29.1 Owner is exempt from payment of sales and compensating use taxes of State of Texas and of cities and counties thereof on all materials to be incorporated into Work. Owner will furnish required certificates of tax exemption to Contractor for use in purchase of supplies and materials to be incorporated into Work.

29.2. Owner’s exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into Work.

29.3. Sales and Use Tax: Owner is exempt from Texas state sales and use taxes on materials and equipment to be incorporated into Work. Said taxes shall not be included in Proposal.

30. Signing of Agreement.

30.1 Owner will transmit to Successful Offeror required number of unsigned counterparts of Agreement with all other written Contract Documents attached. Contractor shall sign and deliver required number of counterparts of Agreement and written Contract Documents to Owner thirty (30) days.

END OF SECTION

SECTION 00 21 14

STATEMENT OF QUALIFICATIONS

TABLE 1 – GENERAL INFORMATION				
A. COMPANY DATA				
Organization Doing Business:				
Business Address:				
Telephone Number:				
Fax Number:				
Form of Business:	Corporation	Partnership	Individual	Joint Venture
IF A CORPORATION				
Date of Incorporation:				
State Incorporated:				
President's Name:				
Vice President's Name:				
IF A PARTNERSHIP				
Date of Organization:				
Type	General		Limited	
IF AN INDIVIDUAL				
Name:				
Business Address:				
IF A JOINT VENTURE				
Name of Manager:				
Name of Firm:				
Name of Individual Companies:				
B. BUSINESS INFORMATION				
Current Number of Full Time Employees:		Past Year's Revenues:		
Average Number of Projects Annually:		Average Construction Cost of Project:		
C. DIVISION OF WORK BETWEEN CONTRACTOR AND SUBCONTRACTORS				
1. List work that will be provided by Offeror (Prime Contractor) using its own resources.				
2. List work that will be provided by Subcontractors on this project.				

TABLE 2 – CONSTRUCTION EXPERIENCE			
1. Years of experience on asphalt full depth reclamation (FDR) projects:			
As a General Contractor:		Number of Total Projects:	
2. Number of asphalt FDR projects completed in State of Texas in the past five (5) years?			
3. Has this or a predecessor company ever defaulted on a project or failed to complete work award to it?			
4. Has this or a predecessor company ever been released from a bid or proposal in the past ten (10) years?			
5. Has this or a predecessor company ever been disqualified as a bidder or offeror on any project within the last five (5) years?			
6. Is offering company currently involved in any litigation or contemplating any litigation?			
7. Has this or a predecessor company ever refused to construct of refused to provide materials defined in Contract Documents on a project?			
8. Are there any liens currently filed against the offeror by either subcontractor or material suppliers on previous projects?			

TABLE 3 – PROPOSED KEY PERSONNEL	
PROJECT MANAGER	
Name of Project Manager	
Years of Experience as PM	
Number of Similar Projects as PM with this company	
Number of Similar Projects with other companies (PM)	
Current Assignments	
% of time dedicated to this project	
Reference Project	
Project Name:	Reference Name:
Title:	Organization:
Telephone Number:	Email:
PROJECT SUPERINTENDENT	
Name of Superintendent	
Years of Experience as Superintendent	
Number of Similar Projects as Super with this company	
Number of Similar Project with other companies (Super)	
Current Assignments	
% of time dedicated to this project	
Reference Project	
Project Name:	Reference Name:
Title:	Organization:
Telephone Number:	Email:

TABLE 4 – SIMILAR PROJECTS COMPLETED WITHIN LAST 5 YEARS				
REFERENCE PROJECT 1				
Project Description				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
REFERENCE PROJECT 2				
Project Description				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
REFERENCE PROJECT 3				
Project Description				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail

TABLE 5 – SUBCONTRACTORS AND SUPPLIERS		
PROJECT SPECIFIC SUBCONTRACTORS (greater than 10% of work)		
Name	Work to be Provided	% of Contract

Provide a list of major equipment or material suppliers for use on project.	
Supplier Name	Material or Equipment Supplied

AFFIDAVIT

State _____

County of _____

_____, being duly sworn deposes and attests that he/she is
(name)
_____ and is a duly authorized representative of the Offeror
(title)

submitting the foregoing Section 00 21 14 – Statement of Qualifications and related information, that he/she has read such documents, that he/she is authorized to submit such information on behalf of the Offeror, and that such documents are true and correct and contain no factual errors or material misrepresentations.

_____
Signature

Signed and sworn to me before this _____ day of _____, 20____ .

_____
Notary Public

My Commission expires: _____

SECTION 00 41 00

PROPOSAL FORM

To: City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602

Project: City of Bastrop – Streets, Pavement, and Preventative Maintenance

RFP No.: 20-001

Offerer:_____
(Print or type full name of proprietorship, partnership, corporation, or joint venture)

1.0 OFFER

A. Total Proposal Price: Undersigned Offerer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with Owner on form included in Contract Documents to perform all Work as specified or indicated in Contract Documents for Contract Price indicated in this Proposal or as modified by written Amendment.

B. Proposal Security: Included with the Proposal is a Proposal Security in amount of 5% of Total Proposal Price subject to terms described in Document 00 21 13 – Instructions to Offerers.

C. Period for Proposal Acceptance: Offerer accepts all of terms and conditions of Request for Proposals and Instructions to Offerers, including without limitation those dealing with disposition of required Bonds. This offer shall remain open to acceptance and is irrevocable for 90 days from Proposal Date (opening). That period may be extended by mutual written agreement of Owner and Offerer.

D. Liquidated Damages: Offerer accepts the provisions of Agreement as to liquidated damages in the event of its failure to complete Work in accordance with schedule as set forth in Agreement.

E. Addenda: Offerer hereby acknowledges it has received, examined and carefully studied all Addenda and modifications to Proposal Documents have been considered and all related costs are included in Total Proposal Price. Offerer hereby acknowledges receipt of the following Addenda:

F. Proposal Supplements: The following documents shall be provided with proposal:

☐ Offerer's Statement of Qualifications (SOQ).

☐ Completed Certification of Proposal

☐ Proposal Security

☐ Non-Collusion Affidavit

2.0 CONTRACT TIME

A. If offer is accepted, Contractor shall achieve Date of Substantial Completion and Date of Final Completion within Contract Times prescribed in Article 3 of Section 00 52 00 - Agreement Between Owner and Contractor, subject to adjustments of Contract Time as provided in Contract.

3.0 OFFERER REPRESENTATIONS

A. Offerer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of Goods and Special Services.

B. Offerer has visited Site and become familiar with and is satisfied as to general, local and Site conditions that may affect cost, progress, and performance of Work.

C. Offerer has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to Site (except Underground Facilities) and (2) Hazardous Environmental Conditions identified in reports and drawings provided to Offerer or available for Offerer review. Offerer understands that neither Owner nor Engineer is responsible for the accuracy of these documents and that they are not part of Contract Documents.

D. Offerer has obtained and carefully studied all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions including surface, subsurface and Underground Facilities at or contiguous to Site which may affect cost, progress, or performance of Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Offerer, including applying specific means, methods, techniques, sequences, and procedures of construction expressly required by Contract Documents to be employed by Offerer, and safety precautions and programs incident thereto and accepts all consequences for not doing so.

E. Offerer does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Proposal for performance of Work at the Contract Price proposed, within Contract Times proposed and in accordance with terms and conditions of Contract Documents.

F. Offerer is aware of general nature of work to be performed by Owner and others at Site that relates to Work as indicated in the Contract Documents.

G. Offerer has correlated information known to Offerer, information and observations obtained from visits to Site, reports and drawings identified in Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with Contract Documents.

H. Offerer has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Offerer has discovered in Contract Documents, and written resolution thereof by Owner or Engineer is acceptable to Offerer.

I. Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of Work for which this Proposal is submitted.

J. Laws to be Observed: In execution of Contract, Contractor must comply with all applicable Federal, State, and Local laws, including, but not limited to laws concerned with labor, safety, minimum wages, and environment. Contractor will make himself familiar with and shall at all times observe and comply with all Federal, State, and Local laws, ordinances and regulations which in any manner affect the conduct of the work, and shall indemnify and save harmless the Owner and its representatives against any claim arising from violation of any such law, ordinance or regulation by himself or by his subcontractor or by his employees.

K. Review by Owner: Owner and authorized representatives and agents of owner shall at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract.

L. Offerer will submit written evidence of its authority to do business in State of Texas.

M. Offerer further represents that this Proposal is genuine and not made in interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Offerer has not directly or indirectly induced or solicited any other Offerer to submit a false or sham Proposal; Offerer has not solicited or induced any individual or

entity to refrain from making an offer; and Offerer has not sought by collusion to obtain for itself any advantage over any other Offerer or over Owner.

4.0 DEFINED TERMS:

A. Defined terms used in this Proposal, if any, shall be for purposes of this Proposal and shall not change any meanings indicated in General Conditions. Significance of terms with initial capital letters is defined in General Conditions.

5.0 TOTAL PROPOSAL PRICE HAS BEEN CALCULATED BY OFFERER, USING THE FOLLOWING COMPONENT PRICES AND PROCESS (PRINT OR TYPE NUMERICAL AMOUNTS):

CITY OF BASTROP
STREETS, PAVEMENT, AND PREVENTATIVE MAINTENANCE
PROPOSAL TABULATION

Item	Description	Quantity	Unit	Unit Price	Total Amount
1.00	**General Conditions**				
1.01	MOBILIZATION & PROJECT INCIDENTALS - Section 01 21 00	1	LS		
1.02	PROJECT SIGNS	4	EA		
1.03	TRAFFIC CONTROL PLAN - PROJECT NOTES	1	LS		
1.04	TRAFFIC CONTROL PLAN - IMPLEMENTATION	1	LS		
1.05	CONTINGENCY ALLOWANCE	1	LS		
1.06	MANHOLE GRADE ADJUSTMENT	7	EA	$40,000.00	$40,000.00
	Subtotal General Conditions				**$**
2.00	**Street Maintenance**				
	Maintenance Treatments				
2.01	5" FLEXIBLE PAVEMENT REPAIR WITH TYPE B HMAC	7,908	SY		
2.02	JT / CRCK SEAL (RUBBER - ASPHALT)	36.00	L-MI		
	Preventative Maintenance Surface Treatments				
2.03	FOG SEAL (CMS-1PF)(0.09 gal/SY)	26,604	SY		
2.04	SEAL COAT TREATMENT (AC20-5TR W/ GR 4 PB TRAP ROCK)(0.40 GAL/SY and 1 CY/110 SY)	41,728	SY		
2.05	SCRUB SEAL TREATMENT (CMS-2P with GR 4 TRAP ROCK)(0.48 GAL/SY and 1 CY/110 SY)	17,590	SY		
2.06	FRICTIONAL ASPHALTIC SURFACE PRESERVATION TREATMENT	24,859	SY		
Alternate Bid Item #1					
2.07	THIN OVERLAY MIXTURE (1" THICKNESS) in Lieu of SEAL COAT TREATMENT	41,728	SY		
	Subtotal Street Maintenance				**$**

Total Bid Price **$** _____

6.0 ADDENDA

Following Addenda have been received by Offerer. Modifications to Proposal Documents noted below have been considered and all costs are included in Proposal Price.

Addendum # ..... Dated .....

Addendum # ..... Dated .....

Addendum # ..... Dated .....

Addendum # ..... Dated .....

Addendum # ..... Dated .....

Addendum # ..... Dated .....

7.0 PROPOSAL FORM SIGNATURES*

This Proposal is submitted by:

_____
(Offerer - print the full name of firm submitting Proposal)**

was hereunto affixed in the presence of:

Name and Title (printed or typed):_____

By:_____
(Authorized signing officer signature)

(Seal)

Person with Offerer authorized to discuss contents of Proposal and Qualifications:

_____

Phone Number: _____

* If Proposal is a joint venture, add additional Proposal Form signature sheets for each member of joint venture.

** Offerer certifies that only person or parties interested in this offer as principals are those named above. Offerer has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive Proposing.

Note: This document constitutes a government record, as defined by § 37.01 of Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of Texas Penal Code.

END OF SECTION

SECTION 00 43 13

OFFERER'S BOND

THAT WE, _____, as Principal, ("Offerer"), and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to City of Bastrop, ("Owner") a political sub-division of the State of Texas, in the sum of _____ Dollars ($_____) an amount equal to five (5) percent of the Total Bid Price, including Cash Allowances and Alternates, if any, for payment of which sum, well and truly to be made to Owner and its successors, Offerer and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

CONDITIONS OF THIS OBLIGATION ARE SUCH THAT: WHEREAS, Offerer has submitted on or about this day a proposal offering to perform the following:

RFP No. 20-001 City of Bastrop – Streets, Pavement, and Preventative Maintenance in accordance with Drawings, Specifications, and terms and conditions related thereto to which reference is hereby made.

NOW, THEREFORE, if Offerer's offer as stated in Document 00 41 00 – Proposal Form is accepted by Owner, and Offerer executes and returns to Owner executed Section 00 52 00 – Agreement on forms provided in Proposal Documents, for Work and also executes and returns same number of Performance, Payment, and Maintenance Bonds (such bonds to be executed by a Corporate Surety authorized by State Board of Insurance to conduct insurance business in the State of Texas, and having an underwriting limitation in at least the amount of bond) and other submittals as required, in connection with Work, within allotted Contract Time, then this obligation shall become null and void; otherwise it is to remain in full force and effect.

If Offerer is unable to or fails to perform its obligations undertaken herein, the undersigned Offerer and Surety shall be liable to Owner for full amount of this obligation which is hereby acknowledged as amount of damages which will be suffered by Owner on account of failure of such Offerer to perform such obligations, the actual amount of such damages being difficult to ascertain. Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to respective other Party at address prescribed in Contract Documents, or at such other address as receiving Party may hereafter prescribe by written notice to sending Party.

IN WITNESS THEREOF, both Offerer and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)

OFFERER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature and Title	Signature and Title (Attach Power of Attorney)
Attest: _____	Attest: _____
Signature and Title	Signature and Title

END OF SECTION

Notice of Award

Dated _____

Project: Streets, Pavement, and Preventative Maintenance	Owner: City of Bastrop	Owner's Contract No.:
Contract: City of Bastrop – Streets, Pavement, and Preventative Maintenance		Engineer's Project No.: 4-01126

Bidder:

Bidder's Address: (send Certified Mail, Return Receipt Requested)

You are notified that your Bid dated for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

_____

(Indicate total Work, alternates or sections or Work awarded.)

The Contract Price of your Contract is _____ Dollars ($_____).

_____ copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [_____] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01).
3. Other conditions precedent:

_____

_____

_____

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Bastrop
Owner

By: _____
Authorized Signature

_____
Title

Copy to Engineer

DRAFT

Notice to Proceed

Dated _____

Project: Streets, Pavement, and Preventative Maintenance	Owner: City of Bastrop	Owner's Contract No.:
Contract: City of Bastrop –Streets, Pavement, and Preventative Maintenance		Engineer's Project No.: 4-01126

Contractor:

Contractor's Address: [send Certified Mail, Return Receipt Requested]

You are notified that the Contract Times under the above contract will commence to run on_____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the number of days to achieve Substantial Completion is 210, and the number of days to achieve readiness for final payment is 240.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

1.0 The contractor shall call the Texas One-Call System @ 1-800-344-8377 at least 48 hours prior to digging.

2.0 Prepare a Traffic Control Plan. Prepare and submit to Project Manager for approval as prescribed in the Technical Specifications.

	City of Bastrop
Contractor	Owner
Received by:	Given by:
Authorized Signature	Authorized Signature
Title	Title
Date	Date

Copy to Engineer

DRAFT

SECTION 00 52 00

AGREEMENT

THIS AGREEMENT is dated as of by and between City of Bastrop (hereinafter called "OWNER") and _____ (hereinafter called "CONTRACTOR"). OWNER and CONTRACTOR, in consideration of covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in Contract Documents. Work is generally described as follows:

RFP No. 20-001 City of Bastrop – Streets, Pavement, and Preventative Maintenance in accordance with Drawings, Specifications, and terms and conditions related thereto to which reference is hereby made.

ARTICLE 2. ENGINEER AND OWNER'S REPRESENTATIVE. Project has been designed by Walker Partners, 804 Las Cimas Parkway, Suite 150, Austin, TX 78746 who is hereinafter called "ENGINEER" and who assumes all duties and responsibilities and has rights and authority assigned to ENGINEER in Contract Documents in connection with completion of Work in accordance with Contract Documents. Owner's Representative for Project shall be Walker Partners, LLC.

ARTICLE 3. CONTRACT TIMES. Work will be Substantially Completed within 80 calendar days after date when Contract Time Requirements commence to run as provided in Article 2.03 of General Conditions, and CONTRACTOR shall achieve Final Completion within 10 calendar days of date required for Substantial Completion. OWNER and CONTRACTOR recognize that time is of essence of this Agreement and that OWNER will suffer financial loss including, but not limited to, loss of revenue, additional professional fees, fines, labor costs, insurance premiums, etc. if the Work is not completed within times specified in above paragraph, plus any extensions thereof allowed in accordance with Article 12 of General Conditions. They also recognize delays, expense and difficulties involved in proving actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) and, as a reasonable estimate of such damages, CONTRACTOR shall pay OWNER Five Hundred Dollars ($500.00) for each and every day of delay in CONTRACTOR achieving Substantial Completion of Work and readiness for final payment beyond times specified in above paragraph. OWNER shall have option of deducting the amount of any liquidated damages from any monies that may be owed to CONTRACTOR or to recover such amount from CONTRACTOR or its sureties, at CONTRACTOR'S expense.

ARTICLE 4. CONTRACT AMOUNT. OWNER shall pay CONTRACTOR for completion of Work in accordance with Contract Documents an amount in current funds equal to sum of amounts determined pursuant to Proposal and any subsequent Change Orders and Change Directives thereto in the amount of _____ ($_____).

ARTICLE 5. PAYMENT PROCEDURES. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of General Conditions. Applications for Payment will be processed by

ENGINEER and as provided in General Conditions and Supplemental Conditions. OWNER shall make progress payments on account of Contract Amount on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER and in conformance with the procedures described in General Conditions. All such payments will be measured by schedule of values established in Article 2.05 of General Conditions (and on number of units of each Unit Price item completed, if unit price contract). Upon final completion and acceptance of Work in accordance with Article 14 of General Conditions, OWNER shall pay the remainder of Contract Amount as recommended by Owner's Representative as provided in said Article 14. In accordance with Texas Water Code Section 49.276 – PAYMENT FOR CONSTRUCTION WORK, Subsection (d), in making progress payments, 5% of estimated amount shall be retained until final completion and acceptance of contract work.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS. In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- CONTRACTOR has examined and carefully studied Contract Documents (including Addenda listed in Article 7) and other related data identified in Proposal Documents.
- CONTRACTOR has visited site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, performance, or furnishing of Work.
- CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Legal Requirements that may affect cost, progress, performance, and furnishing of Work.
- CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to Site.
- CONTRACTOR acknowledges that such reports and drawings are not Contract Documents, are not warranted or represented in any manner by Owner to accurately show the conditions at Site, and may not be complete for CONTRACTOR'S purposes.
- CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for accuracy or completeness of information and data shown or indicated in Contract Documents with respect to subsurface conditions or Underground Facilities at or contiguous to Site or CONTRACTOR'S interpretation of such information and data.
- CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary research, examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto.
- CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of Work at Contract Amount, within Contract Time Requirements and in accordance with other terms and conditions of Contract Documents.
- CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at Site that relates to Work as indicated in Contract Documents.

- CONTRACTOR has correlated information known to CONTRACTOR, information and observations obtained from visits to Site, reports, and Drawings identified in Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with Contract Documents.
- CONTRACTOR has provided ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of Work.

ARTICLE 7. CONTRACT DOCUMENTS. Contract Documents are comprised of the following:

1. This Agreement.
2. Exhibits to this Agreement:
   a. Document Title Date Page(s) - N/A
3. Performance and Payment Bonds.
4. General Conditions of Contract.
5. Supplemental Conditions, if any.
6. Specifications, prepared by Walker Partners, dated October 2019.
7. Drawings.
8. Addenda: Addendum No. ___ through Addendum No. ____
9. CONTRACTOR'S Proposal Form pursuant to Request for Proposal.
10. Prevailing Wage Rates.
11. Following which may be delivered or issued after Effective Date of Agreement and are not attached thereto: All written Change Orders or Work Orders pursuant to Article 3.04 of General Conditions. There are no Contract Documents other than those listed in this Article. Contract Documents may only be amended, modified, or supplemented as provided in Article 3.04 of General Conditions.

ARTICLE 8. INDEMNITY PROVISIONS. GENERAL, SPECIAL, AND SUPPLEMENTAL CONDITIONS, IF ANY, INCORPORATED INTO THIS AGREEMENT CONTAIN PROVISIONS THAT MAY RELIEVE ONE PARTY FOR RESPONSIBILITY IT WOULD OTHERWISE HAVE UNDER LAW FOR DAMAGES OR OTHER LIABILITY ARISING OUT OF WORK. EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS AGREEMENT, GENERAL, SPECIAL, AND SUPPLEMENTAL CONDITIONS, IF ANY, AND ALL OTHER CONTRACT DOCUMENTS AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF TERMS OF THIS AGREEMENT AND ALL CONTRACT DOCUMENTS; THAT IT HAS IN FACT READ THIS AGREEMENT AND ALL CONTRACT DOCUMENTS AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT; THAT IT HAS HAD OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE PRECEDING ITS EXECUTION OF THIS AGREEMENT AND HAS RECEIVED OR VOLUNTARILY CHOSEN NOT TO RECEIVE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS AGREEMENT; AND THAT IT RECOGNIZES THAT CERTAIN TERMS OF THIS AGREEMENT AND CONTRACT DOCUMENTS RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF TRANSACTION AND RELIEVING OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH

PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST VALIDITY OR ENFORCEMENT OF ANY EXCULPATORY PROVISION OF THIS AGREEMENT ON BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS".

ARTICLE 9. MISCELLANEOUS. Terms used in this Agreement which are defined in Article 1 of General Conditions will have the meanings indicated in General Conditions. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing Contract. For purposes of this Article 9:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in proposal process or in Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made
   (a) to influence proposal process or execution of Contract to detriment of OWNER,
   (b) to establish Proposal or Contract prices at artificial noncompetitive levels, or
   (c) to deprive OWNER of benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without knowledge of OWNER, a purpose of which is to establish Proposal prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect execution of Contract.

No assignment by a party hereto of any rights or interests in Contract will be binding on another party hereto without written consent of party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that effect of this restriction may be limited by law), and unless specifically stated to contrary in any written consent to an assignment no assignment will release or discharge assignor from any duty or responsibility under Contract.

OWNER and CONTRACTOR each binds itself, its officers, directors, shareholders, partners, members, successors, assigns, and legal representatives to other party hereto, its officers, directors, shareholders, partners, members, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in Contract Documents. Any provision or part thereof of Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions or parts thereof shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing intention of the stricken provision or part thereof.

IN WITNESS WHEREOF, OWNER, and CONTRACTOR have signed this Agreement in duplicate. One counterpart has been delivered to OWNER, one counterpart has been delivered to CONTRACTOR and one counterpart has been delivered to ENGINEER. All portions of Contract Documents have been signed, initialed, or otherwise clearly identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, (which is effective date of Agreement).

OWNER: City of Bastrop_____

By:_____

Attest:_____

Address for giving notices:
_____

_____

_____

CONTRACTOR:_____

By:_____

(CORPORATE SEAL)

Attest:_____

Address for giving notices:
_____

_____

_____

END OF SECTION

SECTION 00 61 13

PAYMENT BOND

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____(Contractor) of City of _____, County of _____, and State of Texas, as Principal, and_____ authorized under the Laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Bastrop (Owner), in the penal sum of _____ Dollars ($_____) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, Principal has entered into a certain written contract with Owner, dated the ____ day of _____ _____, 20__, for construction of RFP No. 20-001 City of Bastrop – Streets, Pavement, and Preventative Maintenance in accordance with Drawings, Specifications, and terms and conditions related thereto to which Contract is hereby referred to and make a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if said Principal shall pay all claimants supplying labor and material to him or a Sub-Contractor in prosecution of work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Statute to the same extent as if it were copied at length herein. Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of contract, or to work performed thereunder, or Specifications, or Drawings, accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to terms of contract, or work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the _____ day of _____, 20__.

Contractor:	Surety:
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:	

ATTEST/SURETY WITNESS:

Full Name of Surety:_____

(SEAL)

Address of Surety for Notice

_____

_____

Telephone Number of Surety:_____

By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title: Attorney-in-Fact
Date_____	Date:_____

END OF SECTION

SECTION 00 61 14

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____(Contractor) of City of _____, County of _____, and State of Texas, as Principal, and _____ authorized under Laws of State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Bastrop (Owner), in the penal sum of _____ Dollars ($_____) for the payment whereof, said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, Principal has entered into a certain written contract with Owner, dated _____ day of _____, 20____, for construction of RFP No. 20-001 City of Bastrop – Streets, Pavement, and Preventative Maintenance in accordance with Drawings, Specifications, and terms and conditions related thereto to which Contract is hereby referred to and make a part hereof as fully and to same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions an agreements in and by said contract agreed and covenanted by Principal to be observed and performed, and according to the true intent and meaning of said Contract and Drawings and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to provisions of Chapter 2253 of Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Statute to same extent as if it were copied at length herein. Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of contract, or to work performed thereunder, or drawings, Specifications, or Drawings, accompanying same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to terms of contract, or work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on _____ day of _____, 20__.

Contractor:	Surety:
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:	

ATTEST/SURETY WITNESS:

Full Name of Surety:_____

(SEAL)

Address of Surety for Notice

_____

_____

Telephone Number of Surety:_____

By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title: Attorney-in-Fact
Date_____	Date:_____

END OF SECTION

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. *Intent of Certain Terms or Adjectives*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review**:**

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order .

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified , and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued . No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor’s compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor’s primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor’s obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:* Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment , a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A.Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation , overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times , or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect:

SC-4.02 Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:

A. No Geotechnical Report is known to Owner or Engineer.

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.

B. Left Blank Intentionally.

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

CONTRACTOR'S Insurance. Before commencing the work, and as a condition of payment, the CONTRACTOR shall purchase and maintain insurance that will protect it from the claims arising out of its operations under this Agreement, whether the operations are by the CONTRACTOR, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

C. Minimum Limits of Liability. The CONTRACTOR shall maintain insurance with limits of liability equal to the limits of liability as set forth below.

1. Workers Compensation

   A. Statutory Workers Compensation Benefits
   B. Employer Liability:
      Bodily Injury by Accident - $1,000,000 Each Accident
      Bodily Injury by Disease - $1,000,000 Policy Limit
      Bodily Injury by Disease - $1,000,000 Each Employee

2. Commercial General Liability

   $1,000,000 Combined Single Limit of Bodily Injury
   Liability and Property Damage Liability Per Occurrence

   $2,000,000 General Aggregate Limit
   $2,000,000 Products & Completed Operations Aggregate Limit
   $1,000,000 Personal and Advertising Injury Limit

   Products and Completed Operations Coverage must be maintained for not less than two full years after final payment.

3. Business Auto Liability

A. $1,000,000 Combined Single Limit of Bodily Injury Liability and Property Damage Liability

4. Excess Liability

A. $2,000,000 Each Occurrence Limit
$2,000,000 Aggregate Limit

D. Number of Policies. Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

E. Additional Insured. The CONTRACTOR shall endorse all policies identified in Subparagraph 5.04(C) (with the exception of Workers Compensation) to name Owner as an Additional Insured. On the Commercial General Liability Policy, the Owner shall be given Additional Insured status for BOTH the ongoing operations of the CONTRACTOR and the completed operations of the CONTRACTOR. Also, the coverage provided to the Owner as an Additional Insured shall be written on a Primary Basis.

F. Waiver of Subrogation Endorsements. The CONTRACTOR shall endorse all policies identified in Subparagraph 5.04(C) with a Waiver of Subrogation in favor of the Owner. The CONTRACTOR shall also require similar waivers from its subcontractors in favor of the CONTRACTOR and Owner.

G. Acceptable Insurance Companies. The CONTRACTOR shall maintain in effect all insurance coverages under this Agreement at the CONTRACTOR'S sole expense and with insurance companies acceptable to the Owner and which have an A. M. Best Company rating of A- VII or better.

H. Notice of Cancellation or Non-Renewal. The CONTRACTOR'S insurance policies identified in Subparagraph 5.04(C) shall contain a provision that coverage will not be cancelled or non-renewed until at least thirty (30) days' prior written notice has been given to the Owner.

I. Certificates of Insurance. Certificates of insurance showing required coverage to be in force pursuant to Subparagraph 5.04(C) shall be filed with the Owner prior to commencement of the CONTRACTOR'S work. In the event the CONTRACTOR fails to obtain or maintain any insurance coverage required under this Agreement, the Owner may purchase such coverage as desired for Owner's benefit and charge the expense to the CONTRACTOR, or terminate this Agreement.

J. Continuation of Coverage. The CONTRACTOR shall continue to carry Completed Operations Liability Insurance for at least two years after either ninety (90) days following substantial completion of the work or final payment to the CONTRACTOR, whichever is earlier. The CONTRACTOR shall furnish the Owner evidence of such insurance at final payment and one year from final payment.

SC-5.06.A. Delete Paragraph 5.06.A in its entirety and insert the following in its place:

A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof.

1. This insurance shall:

a. include the interests of Owner, Contractor, Subcontractors, Engineer and any other individuals or entities identified herein, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

b. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

c. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

d. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

e. allow for partial utilization of the Work by Owner;

f. include testing and startup; and

g. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

2. Contractor shall be responsible for any deductible or self-insured retention.

3. The policies of insurance required to be purchased and maintained by Contractor in accordance with this Paragraph SC-5.06.A shall comply with the requirements of paragraph 5.06.C of the General Conditions.

SC-5.06.E. Delete Paragraph GC-5.06.E in its entirety.

SC-6.02 Add a new sentence immediately after Paragraph 6.02A:

A1. The scope of Contractor's work does not require a need for line and grade staking. The Engineer will provide direction for locations of work, one time, on behalf of the Owner, and at no expense to the Contractor, if required.

SC-6.10 Add a new paragraph immediately after Paragraph 6.10.A:

B. Owner is exempt from payment of sales and compensating use taxes of the Texas and of cities and counties thereof on all materials to be incorporated into the public streets, drainage, and sanitary sewer portions of the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

SC-7.04 Claims Between Contractors

A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.

B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, Engineer's Consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.

C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive

remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.

ADDENDUM NO.

OWNER

PROJECT NAME

PROJECT NO.:

DATE OF ADDENDUM:

BID OPENING DATE:

This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated _____. Acknowledge receipt of this addendum in space provided on Bid Form. Failure to do so may subject bidder to disqualification.

1)

2)

3)

Approved by:

_____

Engineer

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
§
COUNTY OF §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

SUBSCRIBED and sworn to before me the undersigned authority by _____ the _____ of, _____on behalf of said bidder.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

SAMPLE FORMS

Work Change Directive

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

You are directed to proceed promptly with the following change(s):

Item No.	Description

Attachments (list documents supporting change):

_____

_____

Purpose for Work Change Directive:

☐ Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

☐ Nonagreement on pricing of proposed change.

☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price $ _____ (increase/decrease) Contract Time _____ (increase/decrease)
days

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Accepted for Contractor by:	Date
Approved by Funding Agency (if applicable):	Date:

Field Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

Attention:
You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.05A., for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: _____ _____
(Specification Section(s)) (Drawing(s) / Detail(s))

Description: _____

Attachments: _____

	Engineer:

Receipt Acknowledged by (Contractor):	Date:

Copy to Owner

Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

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

Description:

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$_____

[Increase] [Decrease] from previously approved Change Orders No._____ to No._____:

$_____

Contract Price prior to this Change Order:

$_____

[Increase] [Decrease] of this Change Order:

$_____

Contract Price incorporating this Change Order:

$_____

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No._____ to No._____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable): _____ Date: _____

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Contractor's Application For Payment No. _____

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer)
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	$	
2. Net change by Change Orders	$	
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	$	
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	$	
5. RETAINAGE:		
a. _____ % x $_____ Work Completed	$	
b. _____ % x $_____ Stored Material	$	
c. Total Retainage (Line 5a + Line 5b)	$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$	
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	
8. AMOUNT DUE THIS APPLICATION	$	
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	$	

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:

Payment of: $_____
(Line 8 or other - attach explanation of other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $_____
(Line 8 or other - attach explanation of other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding Agency (if applicable) (Date)

Progress Estimate

Contractor's Application

For (contract):	Application Number:
Application Period:	Application Date:

A		B	Work Completed		E	F		G
Item			C	D		Total Completed and Stored to Date (C + D + E)	% (F) B	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value	From Previous Application (C + D)	This Period	Materials Presently Stored (not in C or D)			
	Totals							

Progress Estimate

Contractor's Application

For (contract):	Application Number:
Application Period:	Application Date:

A				B	C	D	E	F		G
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description									
	Totals									

Stored Material Summary

Contractor's Application

For (contract):					Application Number:				
Application Period:					Application Date:				
A	B	C	D		E		F		G
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)
			Date (Month/Year)	Amount ($)	Amount ($)	Subtotal	Date (Month/Year)	Amount ($)	
		Totals							

Certificate of Substantial Completion

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☐ The following specified portions:

_____

_____

_____

_____

_____
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

_____

_____

_____

Contractor's Amended Responsibilities:

_____

_____

_____

The following documents are attached to and made part of this Certificate:

_____

_____

_____

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

_____ _____
Executed by Engineer Date

_____ _____
Accepted by Contractor Date

_____ _____
Accepted by Owner Date

TECHNICAL SPECIFICATIONS

DIVISION 1 – GENERAL REQUIREMENTS

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Section Title

DIVISION 1 – GENERAL REQUIREMENTS

01 10 00 Summary
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END OF SECTION

SECTION 01 10 00 - SUMMARY

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Contract description.
2. Work by Owner or other Work at the Site.
3. Owner-furnished products.
4. Contractor's use of Site and premises.
5. Future work.
6. Work sequence.
7. Owner occupancy.
8. Permits.
9. Specification conventions.
10. Reference specifications and standards.

1.2 CONTRACT DESCRIPTION

A. Work of the Project includes construction of streets pavement maintenance and streets pavement preventative maintenance.

B. Construct the Work in accordance with the Bid Items listed on the Bid Form and as generally described below:
1. Mobilization/Demobilization.
2. Flexible Pavement Repair
3. Chip Seal
4. Fog Seal
5. Scrub Seal
6. Frictional Asphaltic Surface Preservation Treatment
7. All other Work.
    a. Install all other project Work as presented in the Project Manual.

1.3 WORK BY OWNER OR OTHERS

A. If Owner-awarded contracts interfere with each other due to work being performed at the same time or at the same Site, Owner will determine the sequence of work under all contracts according to "Work Sequence" and "Contractor's Use of Site and Premises" Articles in this Section.

B. Coordinate Work with utilities of Owner and public or private agencies.

1.4 OWNER-FURNISHED PRODUCTS

A. Owner's Responsibilities:
1. Arrange for and deliver Owner-reviewed Shop Drawings, Product Data, and Samples to Contractor.
2. Upon delivery, inspect products jointly with Contractor.

3. Submit claims for transportation damage and replace damaged, defective, or deficient items.
4. Arrange for manufacturers' warranties, inspections, and service.

B. Contractor's Responsibilities:
1. Review Owner-reviewed Shop Drawings, Product Data, and Samples.
2. Receive and unload products at Site; inspect for completeness or damage jointly with Owner.
3. Handle, store, install, and finish products.
4. Repair or replace items damaged after receipt.

1.5 CONTRACTOR'S USE OF SITE AND PREMISES

A. Limit use of Site and premises to allow:
1. Owner occupancy.
2. Use of Site by the public.

B. Construction Operations: **Limited to areas indicated on Drawings**.
1. Noisy and Disruptive Operations (such as Use of Jack Hammers and Other Noisy Equipment): Not allowed in close proximity to existing building during regular hours of operation. Coordinate and schedule such operations with Owner to minimize disruptions.

C. Time Restrictions for Performing Work: as shown in Special Provision 5.

D. Construction Plan: Before start of construction, submit a construction plan regarding access to Work and use of Site for acceptance by Owner. After acceptance of plan, construction operations shall comply with accepted plan unless deviations are accepted by Owner in writing.

1.6 WORK SEQUENCE

A. Sequencing of Construction Plan: Before start of construction, submit one copy of construction plan regarding phasing of construction and new Work for acceptance by Owner. After acceptance of plan, construction sequencing shall comply with accepted plan unless deviations are accepted by Owner in writing.

1.7 OWNER OCCUPANCY

A. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

B. Schedule the Work to accommodate Owner occupancy.

1.8 PERMITS

A. Furnish all necessary permits for construction of Work including the following:
1. TxDOT.
2. Stormwater permit.

1.9 SPECIFICATION CONVENTIONS

A. These Specifications are written in imperative mood and streamlined form. This imperative language is directed to Contractor unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

1.10 REFERENCE SPECIFICATIONS AND STANDARDS

A. Materials which are specified by reference to Federal Specifications; ASTM, ASME, ANSI or AWWA specifications; Federal Standards; or other standard specifications must comply with latest editions, revisions, amendments or supplements in effect on date bids are received. Requirements in reference specifications and standards are considered minimum acceptable quality for all equipment, material and work. In instances where capacities, size or other feature of equipment, devices or materials exceed these minimums, meet listed or shown capacities.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Contingency allowances.

B. Testing and inspection allowances.

C. Schedule of Values.

D. Application for Payment.

E. Change procedures.

F. Defect assessment.

G. Unit prices.

H. Alternates.

1.2 CONTINGENCY ALLOWANCES

A. Include in Contract a stipulated sum/price of $40,000.00 for use upon Owner's instruction as a contingency allowance.

B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead, and profit will be included in Change Orders authorizing expenditure of funds from this contingency allowance.

C. Funds will be drawn from contingency allowance only by Change Order.

D. At closeout of Contract, funds remaining in contingency allowance will be credited to Owner by Change Order.

1.3 SCHEDULE OF VALUES

A. Submit printed schedule on either EJCDC Form C-620 or on a Contractor’s standard form as approved by the Engineer.

B. Submit Schedule of Values in duplicate within 15 days after date established in Notice to Proceed.

C. Format: Use Table of Contents of this Project Manual. Identify each line item with number and title of major Specification Section.

D. Include within each line item, direct proportional amount of Contractor's overhead and profit.

E. Revise schedule to list approved Change Orders with each Application for Payment.

1.4 APPLICATION FOR PAYMENT

A. Submit three copies of each Application for Payment on EJCDC C-620 - Contractor's Application for Payment or a Contractor's electronic media driven form as approved by the Engineer.

B. Content and Format: Use Schedule of Values for listing items in Application for Payment.

C. Submit updated construction schedule with each Application for Payment.

D. Payment Period: Submit at intervals stipulated in the Agreement.

E. Submit submittals with transmittal letter as specified in Section 01 33 00 - Submittal Procedures.

F. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
   1. Partial release of liens from major Subcontractors and vendors.
   2. Record Documents as specified in Section 01 70 00 - Execution and Closeout Requirements, for review by Owner, which will be returned to Contractor.
   3. Affidavits attesting to off-Site stored products.
   4. Construction Progress Schedule, revised and current as specified in Section 01 32 16 – Construction Project Schedule.

1.5 CHANGE PROCEDURES

A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.

B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Architect/Engineer of any error, inconsistency, omission, or apparent discrepancy.

C. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on EJCDC C-942.

D. Engineer may issue Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change and with the period of time during which the requested price will be considered valid. Contractor will prepare and submit estimate within 10 calendar days.

E. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on the Work by separate or other Contractors. Document requested substitutions according to Section 01 60 00 – Product Requirements.

F. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for Change Order as recommended by Engineer and approved by Owner.

G. Unit Price Change Order: For Contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of that which are not predetermined, execute Work under Work Directive Change. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.

H. Work Directive Change: Engineer may issue directive, on EJCDC C-940 - Work Change Directive signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.

I. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.

J. Change Order Forms: EJCDC C-941 - Change Order or as approved by Engineer.

K. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.

L. Correlation of Contractor Submittals:
   1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
   2. Promptly revise Progress Schedules to reflect change in Contract Time, revise subschedules to adjust times for other items of Work affected by the change, and resubmit.
   3. Promptly enter changes in Record Documents.

1.6 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct appropriate remedy or adjust payment.

C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Engineer and Owner.

D. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.

E. Authority of Engineer and Owner to assess defects and identify payment adjustments is final.

F. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
   1. Products wasted or disposed of in a manner that is not acceptable.
   2. Products determined as unacceptable before or after placement.

3. Products not completely unloaded from transporting vehicle.
4. Products placed beyond lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling, and disposing of rejected products.

1.7 UNIT PRICES

A. Authority: Measurement methods are delineated in individual Specification Sections.

B. Measurement methods delineated in individual Specification Sections complement criteria of this Section. In event of conflict, requirements of individual Specification Section govern.

C. Take measurements and compute quantities. Engineer will verify measurements and quantities.

D. Unit Quantities: Quantities and measurements indicated on Bid Form are for Contract purposes only. Actual quantities provided shall determine payment.
   1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at contracted unit sum/prices.
   2. When actual Work requires 25 percent or greater change in quantity than those quantities indicated, Owner or Contractor may claim a Contract Price adjustment.

E. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.

F. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Architect/Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.

G. Measurement of Quantities:
   1. Measurement by Volume: Measured by cubic dimension using mean length, width, and height or thickness.
   2. Measurement by Area: Measured horizontally by square dimension using mean length and width or radius.
   3. Linear Measurement: Measured horizontally by linear dimension, at item centerline or mean chord.
   4. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

1.8 ALTERNATES

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement.

1.9 MOBILIZATION, TRAFFIC HANDLING, AND INCIDENTALS

A. As specified in Section 01 21 00.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 21 00 – MOBILIZATION, TRAFFIC HANDLING, AND INCIDENTALS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Project Mobilization and Demobilization.
   2. Traffic Handling.
   3. All project costs (incidentals) not included in the contract bid items.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Basis of Measurement: By the Lump Sum as the work progresses.

B. Basis of Payment: This item will be paid for at the contract unit price bid for "Mobilization, Traffic Handling, and Project Incidentals," which price shall be full compensation for mobilization and demobilization of all contractor personnel, facilities, equipment, and supplies, for all equipment, labor, and material associated with traffic handling, and all other project costs not specifically covered in the contract bid items.

C. Partial payments for this item will be administered as follows. The adjusted contract amount for construction items as used below is defined as the total contract amount less the lump sum bid for mobilization.
   1. When 1% of the adjusted contract amount for construction items is earned, 50% of the mobilization lump sum bid will be paid.
   2. When 5% of the adjusted contract amount for construction items is earned, 75% of the mobilization lump sum bid will be paid.
   3. When 10% of the adjusted contract amount for construction items is earned, 90% of the mobilization lump sum bid will be paid.
   4. Upon completion of all work items, payment for the remainder of the mobilization lump sum bid will be made.

D. The lump sum bid for mobilization shall not exceed 10% of the total contract.

1.3 REFERENCES – Not used.

1.4 QUALITY ASSURANCE – Not used.

PART 2 PRODUCTS – Not used.

PART 3 EXECUTION – Not used.

END OF SECTION

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Quality assurance.

B. Product options.

C. Product substitution procedures.

1.2 QUALITY ASSURANCE

A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions.

B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.

C. Substitution Proposals: Permitted for specified products except where specified otherwise. Do not substitute products unless substitution has been accepted and approved in writing by Owner.

1.3 PRODUCT OPTIONS

A. See Section 01 60 00 - Product Requirements

1.4 PRODUCT SUBSTITUTION PROCEDURES

A. Engineer will consider requests for substitutions only within 15 days after date of Owner-Contractor Agreement.

B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.

C. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
   1. Manufacturer's name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
   2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
   3. Reference to Article and Paragraph numbers in Specification Section.
   4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.
   5. Changes required in other Work.
   6. Availability of maintenance service and source of replacement parts as applicable.
   7. Certified test data to show compliance with performance characteristics specified.
   8. Samples when applicable or requested.
   9. Other information as necessary to assist Architect/Engineer's evaluation.

D. A request constitutes a representation that Contractor:
   1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
   2. Will provide same warranty for substitution as for specified product.
   3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
   4. Waives claims for additional costs or time extension that may subsequently become apparent.
   5. Will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
   6. Will reimburse Owner for review or redesign services associated with reapproval by authorities having jurisdiction.

E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals without separate written request or when acceptance will require revision to Contract Documents.

F. Substitution Submittal Procedure:

   1. Submit requests for substitutions in writing.
   2. Submit electronic files of Request for Substitution for consideration. Limit each request to one proposed substitution.
   3. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
   4. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

1.5 INSTALLER SUBSTITUTION PROCEDURES

A. Engineer will consider requests for substitutions only within 15 days after date of Owner-Contractor Agreement.

B. Document each request with:
   1. Installer's qualifications.
   2. Installer's experience in work similar to that specified.
   3. Other information as necessary to assist Architect/Engineer's evaluation.

C. Substitution Submittal Procedure:
   1. Submit electronic files of Request for Substitution for consideration. Limit each request to one proposed substitution.
   2. Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Coordination and Project conditions.

B. Preconstruction meeting.

C. Site mobilization meeting.

D. Progress meetings.

E. Preinstallation meetings.

F. Closeout meeting.

G. Alteration procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

A. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. Verify that utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing operating equipment in service.

C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practical; place runs parallel with lines of building. Use spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

D. Coordinate interruptions of all utilities and services. All work shall be in accordance with the requirements of the applicable utility company or agency involved.

E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.

F. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.

G. After Owner's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING

A. Engineer will schedule and preside over meeting after the Agreement has been executed and all bonds and insurance are in affect for the project.

B. Attendance Required: Engineer, Owner, Inspector, and Contractor.

C. Minimum Agenda:
1. Execution of Owner-Contractor Agreement.
2. Submission of executed bonds and insurance certificates.
3. Distribution of Contract Documents.
4. Submission of list of Subcontractors, list of products, schedule of values, and Progress Schedule.
5. Security and housekeeping procedures.
6. Application for payment procedures.
7. Designation of personnel representing parties in Contract and Engineer.
8. Procedures and processing of requests for interpretations, field decisions, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
9. Scheduling.
10. Scheduling activities of Contractor. Procedures of testing.
11. Procedures for maintaining record documents.
12. Inspection and acceptance of work during construction period.

1.4 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at monthly intervals.

B. Engineer will make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.

C. Attendance Required: Job superintendent, major Subcontractors and suppliers, and Engineer, as appropriate to agenda topics for each meeting.

D. Minimum Agenda:
1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems impeding planned progress.
5. Review of submittal schedule and status of submittals.
6. Maintenance of Progress Schedule.
7. Corrective measures to regain projected schedules.
8. Planned progress during succeeding work period.
9. Coordination of projected progress.
10. Maintenance of quality and work standards.
11. Effect of proposed changes on Progress Schedule and coordination.
12. Other business relating to Work.

1.5 PREINSTALLATION MEETINGS

A. When required in individual Specification Sections, convene preinstallation meetings at Project Site before starting Work of specific Section.

B. Require attendance of parties directly affecting, or affected by, Work of specific Section.

C. Notify Engineer four days in advance of meeting date.

D. Prepare agenda and preside over meeting:
   1. Review conditions of installation, preparation, and installation procedures.
   2. Review coordination with related Work.

1.6 CLOSEOUT MEETING

A. Schedule Project closeout meeting with sufficient time to prepare for requesting Substantial Completion. Preside over meeting and be responsible for minutes.

B. Attendance Required: Contractor, Engineer, Owner, and others appropriate to agenda.

C. Notify Engineer ten days in advance of meeting date.

D. Minimum Agenda:
   1. Contractor's inspection of Work.
   2. Contractor's preparation of an initial "punch list."
   3. Procedure to request Engineer inspection to determine date of Substantial Completion.
   4. Completion time for correcting deficiencies.
   5. Inspections by authorities having jurisdiction.
   6. Certificate of Occupancy and transfer of insurance responsibilities.
   7. Partial release of retainage.
   8. Final cleaning.
   9. Preparation for final inspection.
   10. Closeout Submittals:
      a. Project record documents.
      b. Operating and maintenance documents.
      c. Operating and maintenance materials.
      d. Affidavits.
   11. Final Application for Payment.
   12. Contractor's demobilization of Site.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 ALTERATION PROCEDURES

A. Designated areas of existing facilities will be occupied for normal operations during progress of construction. Cooperate with Owner in scheduling operations to minimize conflict and to permit continuous usage.

1. Perform Work not to interfere with operations of occupied areas.
2. Keep utility and service outages to a minimum and perform only after written approval of Owner.
3. Clean Owner-occupied areas daily. Clean spillage, overspray, and heavy collection of dust in Owner-occupied areas immediately.

B. Materials: As specified in product Sections; match existing products with new products for patching and extending Work.

C. Employ original and/or skilled and experienced installer to perform alteration and renovation Work.

D. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion. Comply with Section 01 70 00 - Execution and Closeout Requirements

E. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.

F. Remove debris and abandoned items from area and from concealed spaces.

G. Prepare surface and remove surface finishes to permit installation of new Work and finishes.

H. Close openings in exterior surfaces to protect existing Work from weather and extremes of temperature and humidity.

I. Remove, cut, and patch Work to minimize damage and to permit restoring products and finishes to original or specified condition.

J. Refinish existing visible surfaces to remain in renovated rooms and spaces, to specified condition for each material, with neat transition to adjacent finishes.

K. Where new Work abuts or aligns with existing Work, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.

L. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Engineer for review.

M. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing smooth transition to Engineer for review.

N. Patch or replace portions of existing surfaces that are damaged, lifted, discolored, or showing other imperfections.

O. Finish surfaces as specified in individual product Sections.

END OF SECTION

SECTION 01 32 16 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittals.

B. Quality assurance.

C. Format for network analysis schedules.

D. Network analysis schedules.

E. Bar chart schedules.

F. Review and evaluation.

G. Updating schedules.

H. Distribution.

1.2 SUBMITTALS

A. Within 10 days after date of Owner-Contractor Agreement, submit proposed preliminary network diagram defining planned operations for first 60 days of Work, with general outline for remainder of Work.

B. Participate in review of preliminary and complete network diagrams jointly with Engineer.

C. Within 20 days after joint review of proposed preliminary network diagram, submit draft of proposed complete network diagram for review. Include written certification that major Subcontractors have reviewed and accepted proposed schedule.

D. Within 10 days after joint review, submit complete network analysis consisting of network diagrams and mathematical analyses.

E. Submit updated network schedules with each Application for Payment.

F. Submit one opaque reproduction.

G. Post as electronic file to Project website.

H. Submit network schedules under transmittal letter form specified in Section 01 33 00 - Submittal Procedures.

I. Schedule Updates:
   1. Overall percent complete, projected and actual.

2. Completion progress by listed activity and subactivity, to within five working days prior to submittal.
3. Changes in Work scope and activities modified since submittal.
4. Delays in submittals or resubmittals, deliveries, or Work.
5. Adjusted or modified sequences of Work.
6. Other identifiable changes.
7. Revised projections of progress and completion.

J. Narrative Progress Report:
1. Submit with each monthly submission of Progress Schedule.
2. Summary of Work completed during the past period between reports.
3. Work planned during the next period.
4. Explanation of differences between summary of Work completed and Work planned in previously submitted report.
5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
6. Corrective action taken or proposed.

1.3 QUALITY ASSURANCE

A. Scheduler: Contractor's personnel specializing in CPM scheduling with two years' minimum experience in scheduling construction work of complexity comparable to the Project, and having use of computer facilities capable of delivering detailed graphic printout within 48 hours of request.

B. Contractor's Administrative Personnel: two years' minimum experience in using and monitoring CPM schedules on comparable Projects.

1.4 FORMAT FOR NETWORK ANALYSIS SCHEDULE

A. Listings: Reading from left to right, in ascending order for each activity. Identify each activity with applicable Specification Section number.

B. Diagram Sheet Size: 22 inches high x 34 inches wide.

C. Scale and Spacing: To allow for notations and revisions.

1.5 NETWORK ANALYSIS SCHEDULES

A. Prepare network analysis diagrams and supporting mathematical analyses using critical path method.

B. Illustrate order and interdependence of activities and sequence of Work; how start of given activity depends on completion of preceding activities, and how completion of activity may restrain start of subsequent activities.

C. Illustrate complete sequence of construction by activity, identifying Work of separate stages. Indicate dates for submittals, including dates for Owner-furnished items, and return of submittals; dates for procurement and delivery of critical products; and dates for installation and provision for testing. Include legend for symbols and abbreviations used.

D. Mathematical Analysis: Tabulate each activity of detailed network diagrams using calendar dates, and identify for each activity:
   1. Preceding and following event numbers.
   2. Activity description.
   3. Estimated duration of activity, in maximum 30-day intervals. Status of critical activities.
   4. Earliest start date.
   5. Earliest finish date.
   6. Actual start date.
   7. Actual finish date.
   8. Latest start date.
   9. Latest finish date.
   10. Total and free float; accrue float time to Owner and to Owner's benefit.
   11. Monetary value of activity, keyed to Schedule of Values.
   12. Percentage of activity completed.
   13. Responsibility.

E. Analysis Program: Capable of compiling monetary value of completed and partially completed activities, of accepting revised completion dates, and of recomputing of scheduled dates and float.

F. Required Sorts: List activities in sorts or groups:
   1. By preceding Work item or event number from lowest to highest.
   2. By longest float, then in order of early start.
   3. By responsibility in order of earliest possible start date.
   4. In order of latest allowable start dates.
   5. In order of latest allowable finish dates.
   6. Contractor's periodic payment request sorted by Schedule of Values list.
   7. List of basic input data-generating report.
   8. List of activities on critical path.

G. Prepare subschedules for each stage of Work identified in Section 01 10 00 - Summary.

H. Coordinate contents with Schedule of Values in Section 01 33 00 - Submittal Procedures.

1.6 BAR CHART SCHEDULES

A. Format: Bar chart Schedule, to include at least:
   1. Identification and listing in chronological order of those activities reasonably required to complete the Work, including:
      a. Subcontract Work.
      b. Major equipment design, fabrication, factory testing, and delivery dates including required lead times.
      c. Move-in and other preliminary activities.
      d. Equipment and equipment system test and startup activities.
      e. Project closeout and cleanup.
      f. Work sequences, constraints, and milestones.
   2. Listings identified by Specification Section number.
   3. Identification of the following:
      a. Horizontal time frame by year, month, and week.
      b. Duration, early start, and completion for each activity and subactivity.

c. Critical activities and Project float.
d. Subschedules to further define critical portions of Work.

1.7 REVIEW AND EVALUATION

A. Participate in joint review and evaluation of schedules with Engineer at each submittal.

B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.

C. After review, revise schedules incorporating results of review, and resubmit within 10 days.

1.8 UPDATING SCHEDULES

A. Maintain schedules to record actual start and finish dates of completed activities.

B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update schedules to depict current status of Work.

C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.

D. Upon approval of a Change Order, include the change in the next schedule submittal.

E. Indicate changes required to maintain Date of Substantial Completion.

F. Submit sorts as required to support recommended changes.

G. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and its effect including effects of changes on schedules of separate Contractors.

1.9 DISTRIBUTION

A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, to Subcontractors, suppliers, Engineer, Owner, and other concerned parties.

B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittal procedures.
B. Construction progress schedules.
C. Proposed product list.
D. Product data.
E. Samples.
F. Design data.
G. Test reports.
H. Certificates.
I. Manufacturer's instructions.
J. Manufacturer's field reports.
K. Contractor review.
L. Engineer review.

1.2 SUBMITTAL PROCEDURES

A. Submittals shall be directly from the Contractor. Submittals from others (i.e., suppliers or subcontractors) shall not be accepted.

B. Transmit each submittal on an Engineer accepted form.

C. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.

D. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.

E. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.

F. Schedule submittals to expedite Project, and deliver to Engineer at business address. Coordinate submission of related items.

G. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.

H. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.

I. Allow space on submittals for Contractor and Engineer review stamps.

J. When revised for resubmission, identify changes made since previous submission.

K. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.

L. Submittals not requested will not be recognized or processed.

M. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Engineer.

1.3 CONSTRUCTION PROGRESS SCHEDULES

A. Comply with Section 01 32 16 - Construction Progress Schedule (when required)

1.4 PROPOSED PRODUCT LIST

A. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

1.5 PRODUCT DATA

A. Product Data: Action Submittal: Submit to Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.

B. Submit electronic submittals via email as PDF electronic files.

C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.6 ELECTRONIC CAD FILES OF PROJECT DRAWINGS

A. Electronic CAD Files of Project Drawings: May only be used to expedite production of Shop Drawings for the Project. Use for other Projects or purposes is not allowed.

B. Electronic CAD Files of Project Drawings: Distributed only under the following conditions:
   1. Use of files is solely at receiver's risk. Engineer does not warrant accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify Engineer of discrepancy and use information in hard-copy Drawings and Specifications.
   2. CAD files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.
   3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with

information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.

4. Receiver shall not hold Engineer responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.
5. Receiver shall understand that even though Engineer has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
6. Receiver shall not hold Engineer responsible for such viruses or their consequences, and shall hold Engineer harmless against costs, losses, or damage caused by presence of computer virus in files or media.

1.7 SHOP DRAWINGS

A. Shop Drawings: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.

B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.
   1. Include signed and sealed calculations to support design.
   2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
   3. Make revisions and provide additional information when required by authorities having jurisdiction.

D. Submit number of opaque reproductions Contractor requires, plus two copies Engineer will retain.

E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.8 SAMPLES

A. Samples: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.

B. Samples for Selection as Specified in Product Sections:
   1. Submit to Engineer for aesthetic, color, and finish selection.
   2. Submit Samples of finishes, textures, and patterns for Engineer selection.

C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.

D. Include identification on each Sample, with full Project information.

E. Submit number of Samples specified in individual Specification Sections; Engineer will retain one Sample.

F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.

G. Samples will not be used for testing purposes unless specifically stated in Specification Section.

H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.9 TEST REPORTS

A. Submit test reports to the Engineer for assessing conformance and compliance to the Contract Documents.

1.10 DESIGN DATA

A. Submit for Engineer's knowledge as contract administrator or for Owner.

B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.11 TEST REPORTS

A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.

B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.12 CERTIFICATES

A. Informational Submittal: When specified in Technical Specifications, submit certification by manufacturer, installation/application Subcontractor, or Contractor to Engineer, in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.

1.13 MANUFACTURER'S INSTRUCTIONS

A. Informational Submittal: When specified in Technical Specifications, submit manufacturer's installation instructions for Engineer's knowledge as Contract administrator or for Owner.

B. Submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, to Engineer for delivery to Owner in quantities specified for Product Data.

C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.14 MANUFACTURER'S FIELD REPORTS

A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.

B. Submit report in duplicate within three days of observation to Engineer for information.

C. Submit reports for information for limited purposes of assessing conformance with information given and design concept expressed in Contract Documents.

1.15 ERECTION DRAWINGS

A. Informational Submittal: Submit Drawings for Engineer's benefit as Contract administrator or for Owner.

B. Submit Drawings for information assessing conformance with information given and design concept expressed in Contract Documents.

C. Data indicating inappropriate or unacceptable Work may be subject to action by Engineer or Owner.

1.16 CONTRACTOR REVIEW

A. Review for compliance with Contract Documents and approve submittals before transmitting to Engineer.

B. Contractor: Responsible for:
1. Determination and verification of materials including manufacturer's catalog numbers.
2. Determination and verification of field measurements and field construction criteria.
3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
4. Determination of accuracy and completeness of dimensions and quantities.
5. Confirmation and coordination of dimensions and field conditions at Site.
6. Construction means, techniques, sequences, and procedures.
7. Safety precautions.
8. Coordination and performance of Work of all trades.

C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.

D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Engineer.

1.17 ENGINEER REVIEW

A. Do not make "mass submittals" to Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 15 or more submittals or items in one week. If "mass submittals" are received, Engineer's review time stated above will be extended as necessary to perform proper review. Engineer will review "mass submittals" based on priority determined by Engineer after consultation with Owner.

B. Informational submittals and other similar data are for Engineer's information, do not require Engineer's responsive action, and will not be reviewed or returned with comment.

C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.

D. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order, Field Order, or Work Change Directive.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Quality control.

B. Tolerances.

C. References.

D. Labeling.

E. Testing and inspection services.

F. Manufacturers' field services.

1.2 QUALITY CONTROL

A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. When manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

D. Products, materials, and equipment may be subject to inspection by Engineer and Owner at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.

E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

1.3 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current as of date for receiving Bids except where specific date is established by code.

C. Obtain copies of standards and maintain on Site when required by product Specification Sections.

D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.

E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference in reference documents.

1.5 LABELING

A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.

B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
   1. Model number.
   2. Serial number.
   3. Performance characteristics.

C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

1.6 TESTING AND INSPECTION SERVICES

A. Owner will employ and pay for specified services of an independent firm to perform testing and inspection.

B. Independent testing firm will perform tests, inspections, and other services specified in individual Specification Sections and as required by Engineer. In the event of a conflict in the Contract Documents concerning sampling and testing frequency, the more stringent standard shall be enforced, unless otherwise approved by the Engineer.
   1. Laboratory: Authorized to operate in State of Texas.
   2. Laboratory Staff: Maintain full-time Professional Engineer on staff to review services.
   3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.

C. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-Site testing as required by Engineer or Owner.

D. Cooperate with independent testing firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
   1. Notify Engineer and independent testing firm 48 hours before expected time for operations requiring services.
   2. Make arrangements with independent testing firm and pay for additional Samples and tests required for Contractor's use.

E. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.

F. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent testing firm on instructions from Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.

G. Independent Testing Firm Responsibilities:
   1. Test Samples of mixes submitted by Contractor.
   2. Provide qualified personnel at Site. Cooperate with Engineer and Contractor in performance of services.
   3. Perform indicated sampling and testing of products according to specified standards.
   4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
   5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
   6. Perform additional tests required by Engineer.
   7. Attend preconstruction meetings and progress meetings.

H. Material Testing Reports: After each test, Independent Testing Firm shall promptly submit two copies of testing reports to Engineer, Contractor, and other entities as directed, indicating observations and results of tests and compliance or noncompliance with Contract Documents. At a minimum, include the following information in testing reports:
   1. Date issued.
   2. Project title and number.
   3. Name of inspector/testing technician.
   4. Date and time of sampling or inspection.
   5. Identification of product and Specification Section.
   6. Location in Project.
   7. Type of inspection or test.
   8. Date of test.
   9. Results of tests.
   10. Compliance or noncompliance with Contract Documents.
   11. Special observations, if any.

   Submit final report indicating correction of Work previously reported as noncompliant. Log all test results in an electronic spreadsheet for each test procedure and provide updated versions to Engineer at agreed upon time interval.

I. Limits on Independent Testing Firm:
   1. Independent Testing Firm may not release, revoke, alter, or enlarge on requirements of Contract Documents.
   2. Independent Testing Firm may not approve or accept any portion of the Work.

3. Independent Testing Firm may not assume duties of Contractor.
4. Independent Testing Firm has no authority to stop the Work.

1.7 MANUFACTURER'S FIELD SERVICES

A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe Site conditions, conditions of surfaces and installation, quality of workmanship, startup of equipment, testing, adjusting, and balancing of equipment as applicable, and to initiate instructions when necessary.

B. Submit qualifications of observer to Engineer 30 days in advance of required observations. Observer is subject to approval of Engineer.

C. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.

D. Refer to Section 01 33 00 - Submittal Procedures, "Manufacturer's Field Reports" Article.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Temporary Utilities:
   1. Temporary electricity.
   2. Temporary lighting for construction purposes.
   3. Temporary ventilation.
   4. Temporary water service.
   5. Temporary sanitary facilities.

B. Construction Facilities:
   1. Field offices and sheds.
   2. Vehicular access.
   3. Parking.
   4. Progress cleaning and waste removal.
   5. Project identification.
   6. Traffic regulation.
   7. Fire-prevention facilities.

C. Temporary Controls:
   1. Barriers.
   2. Enclosures and fencing.
   3. Security.
   4. Water control.
   5. Dust control.
   6. Erosion and sediment control.
   7. Noise control.
   8. Pest and rodent control.
   9. Pollution control.

D. Removal of utilities, facilities, and controls.

1.2 REFERENCES

A. ASTM International:
   1. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
   2. ASTM E 90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
   3. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

1.3 TEMPORARY ELECTRICITY

A. Provide and pay for power service required from utility source as needed for construction operation.

B. Provide temporary electric feeder from electrical service at location as directed by Engineer. Do not disrupt Owner's use of service.

C. Complement existing power service capacity and characteristics as required for construction operations.

D. Provide power outlets with branch wiring and distribution boxes located as required for construction operations. Provide suitable, flexible power cords as required for portable construction tools and equipment.

E. Provide main service disconnect and overcurrent protection at feeder switch at source distribution equipment.

F. Permanent convenience receptacles may be used during construction.

G. Provide distribution equipment, wiring, and outlets for single-phase branch circuits for power and lighting.
   1. Provide 20-ampere duplex outlets, single-phase circuits for power.
   2. Provide 20-ampere, single-phase branch circuits for lighting.

1.4 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain lighting for construction operations.

B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, lamps, and the like, for specified lighting levels.

C. Maintain lighting and provide routine repairs.

D. Permanent lighting may be used during construction.

1.5 TEMPORARY WATER SERVICE

A. Owner will pay cost of temporary water. Exercise measures to conserve energy. Use Owner's existing water system, extended and supplemented with temporary devices as needed to maintain specified conditions for construction operations.

B. Extend branch piping with outlets located so that water is available by hoses with threaded connections. Provide temporary pipe insulation and heat tape to prevent freezing.

1.6 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of Project mobilization.

B. At end of construction, return existing facilities used for construction operations to same or better condition as original condition.

1.7 FIELD OFFICES AND SHEDS

A. Field Office: Weathertight, with lighting, electrical outlets, heating, cooling and ventilating equipment, and equipped with sturdy furniture including drawing display table.

B. Provide space for Project meetings, with table and chairs to accommodate six persons.

C. Locate field offices and sheds a minimum distance of 30 feet from existing and new structures.

D. Do not use permanent facilities for field offices or for storage.

E. Construction: Portable or mobile buildings, or buildings constructed with floors raised aboveground, securely fixed to foundations with steps and landings at entrance doors.
   1. Construction: Structurally sound, secure, weathertight enclosures for office and storage spaces. Maintain during progress of Work; remove enclosures when no longer needed.
   2. Thermal Resistance of Floors, Walls, and Ceilings: Compatible with occupancy and storage requirements.
   3. Exterior Materials: Weather-resistant, finished in one color acceptable to Engineer.
   4. Interior Materials in Field Offices: Sheet-type materials for walls and ceilings, prefinished or painted; resilient floors and bases.
   5. Interior Materials in Storage Sheds: As required to provide specified conditions for storage of products.

F. Environmental Control:
   1. Heating, Cooling, and Ventilating for Offices: Automatic equipment to maintain comfort conditions.
   2. Storage Spaces: Heating and ventilating as needed to maintain products according to Contract Documents; lighting for maintenance and inspection of products.

G. Storage Areas and Sheds: Size to storage requirements for products of individual Sections, allowing for access and orderly provision for maintenance and inspection of products to suit requirements in Section 01 60 00 - Product Requirements.

H. Preparation: Fill and grade Sites for temporary structures sloped for drainage away from buildings.

I. Installation:
   1. Install field office spaces ready for occupancy 15 days after date established by Owner-Contractor Agreement.
   2. Employee Residential Occupancy: Not allowed on Owner's property.

J. Maintenance and Cleaning:
   1. Weekly janitorial services for field offices; periodic cleaning and maintenance for sheds and storage areas.
   2. Maintain walks free of mud, water, snow, and the like.

K. Removal: At completion of Work remove buildings, foundations, utility services, and debris. Restore areas to same or better condition as original condition.

1.8 VEHICULAR ACCESS

A. Construct temporary all-weather access roads from public thoroughfares to serve construction area, of width and load-bearing capacity to accommodate unimpeded traffic for construction purposes.

B. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.

C. Extend and relocate vehicular access as Work progress requires and provide detours as necessary for unimpeded traffic flow.

D. Location as approved by Engineer.

E. Provide unimpeded access for emergency vehicles. Maintain 20 foot-wide driveways with turning space between and around combustible materials.

F. Provide and maintain access to fire hydrants and control valves free of obstructions.

G. Provide means of removing mud from vehicle wheels before entering streets.

H. Use designated existing on-Site roads for construction traffic.

1.9 PARKING

A. Construct temporary gravel surface parking areas to accommodate construction personnel.

B. Location as approved by Engineer.

C. If Site space is not adequate, provide additional off-Site parking.

D. Use of existing on-Site streets and driveways used for construction traffic is not permitted. Tracked vehicles are not allowed on paved areas.

E. Use of designated areas of existing parking facilities used by construction personnel is not permitted.

F. Do not allow heavy vehicles or construction equipment in parking areas.

G. Do not allow vehicle parking on existing pavement.

H. Designate one parking space for Engineer and Owner.

I. Permanent Pavements and Parking Facilities:
   1. Before Substantial Completion, bases for permanent roads and parking areas may be used for construction traffic.
   2. Avoid traffic loading beyond paving design capacity. Tracked vehicles are not allowed.
   3. Use of permanent parking structures is not permitted.

J. Maintenance:

1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, ice, and the like.
2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original condition.

K. Removal, Repair:
1. Remove temporary materials and construction before Substantial Completion.
2. Remove underground Work and compacted materials to depth of 2 feet; fill and grade Site as indicated.
3. Repair existing facilities damaged by use, to original condition.

L. Mud from Site vehicles: Provide means of removing mud from vehicle wheels before entering streets.

1.10 PROGRESS CLEANING AND WASTE REMOVAL

A. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, before enclosing spaces.

C. Broom and vacuum clean interior areas before starting surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and rubbish from Site periodically and dispose of off-Site.

E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

F. Comply with all applicable local, state, and federal requirements regarding excess and waste material, including methods of handling and disposal.

1.11 PROJECT IDENTIFICATION

A. Project Identification Sign:
1. One painted sign, 32-sq ft area, bottom 4 feet aboveground.
2. Content:
   a. Project number, title, logo, and name of Owner.
   b. Names and titles of authorities.
   c. Names and titles of Engineer and Consultants.
   d. Name of Prime Contractor.
3. Graphic Design, Colors, and Style of Lettering: Designated by Engineer.

B. Project Informational Signs:
1. Painted informational signs of same colors and lettering as Project identification sign or standard products; size lettering for legibility at 100-foot distance.

2. Provide sign at each field office and storage shed, and provide directional signs to direct traffic into and within Site. Relocate as Work progress requires.
3. No other signs are allowed without Owner's permission except those required by law.

C. Design sign and structure to withstand 70-mph wind velocity.

D. Sign Painter: Experienced as professional sign painter for minimum of three years.

E. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.

F. Show content, layout, lettering, color, foundation, structure, sizes, and grades of members.

G. Sign Materials:
1. Structure and Framing: New wood, structurally adequate.
2. Sign Surfaces: Exterior grade plywood with medium-density overlay, minimum of 3/4 inches thick, standard large sizes to minimize joints.
3. Rough Hardware: Galvanized.
4. Paint and Primers: Exterior quality, two coats; sign background of color as selected.
5. Lettering: Exterior quality paint, contrasting colors as selected.

H. Installation:
1. Install Project identification sign within 15 days after date established by Notice to Proceed.
2. Erect at designated location.
3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
4. Install sign surface plumb and level, with butt joints. Anchor securely.
5. Paint exposed surfaces of sign, supports, and framing.

I. Maintenance: Maintain clean signs and supports; repair deterioration and damage.

J. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.

1.12 TRAFFIC REGULATION

A. Signs, Signals, and Devices:
1. Post-Mounted and Wall-Mounted Traffic Control and Informational Signs: As approved by authorities having jurisdiction.
2. Traffic Control Signals: As approved by local jurisdictions.
3. Traffic Cones, Drums, Flares, and Lights: As approved by authorities having jurisdiction.
4. Flag Person Equipment: As required by authorities having jurisdiction.

B. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

C. Flares and Lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

D. Haul Routes:
   1. Consult with authorities having jurisdiction and establish public thoroughfares to be used for haul routes and Site access.
   2. Confine construction traffic to designated haul routes.
   3. Provide traffic control at critical areas of haul routes to regulate traffic and to minimize interference with public traffic.

E. Traffic Signs and Signals:
   1. Provide signs at approaches to Site and on Site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
   2. Provide, operate, and maintain traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control and areas affected by Contractor's operations.
   3. Relocate signs and signals as Work progresses, to maintain effective traffic control.

F. Removal:
   1. Remove equipment and devices when no longer required.
   2. Repair damage caused by installation.
   3. Remove post settings to depth of 2 feet.

1.13 FIRE-PREVENTION FACILITIES

A. Prohibit smoking within buildings under construction and demolition. Designate area on Site where smoking is permitted. Provide approved ashtrays in designated smoking areas.

B. Establish fire watch for cutting, welding, and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.

C. Portable Fire Extinguishers: NFPA 10; 10-pound capacity, 4A-60B: C UL rating.
   1. Provide one fire extinguisher at each facility.
   2. Provide minimum of one fire extinguisher in every construction trailer and storage shed.
   3. Provide minimum of one fire extinguisher on roof during roofing operations using heat-producing equipment.

1.14 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's use of Site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

B. Provide barricades and covered walkways required by authorities having jurisdiction for public rights-of-way.

C. Tree and Plant Protection: Preserve and protect existing trees and plants designated to remain.
   1. Protect areas within drip lines from traffic, parking, storage, dumping, chemically injurious materials and liquids, ponding, and continuous running water.
   2. Provide 4-foot-high barriers around drip line, with access for maintenance.
   3. Replace trees and plants damaged by construction operations.

D. Protect non-owned vehicular traffic, stored materials, Site, and structures from damage.

1.15 ENCLOSURES AND FENCING

A. Construction: Commercial-grade chain-link fence or orange plastic construction netting.

B. Provide 6-foot-high fence around construction Site; equip with vehicular and pedestrian gates with locks.

C. Provide orange plastic construction netting around open excavations.

D. Exterior Enclosures:
1. Provide temporary weathertight closure of exterior openings to accommodate acceptable working conditions and protection for products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual Specification Sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.16 WATER CONTROL

A. Grade Site to drain. Maintain excavations free of water. Provide, operate, and maintain necessary pumping equipment.

B. Protect Site from puddles or running water. Provide water barriers as required to protect Site from soil erosion.

1.17 DUST CONTROL

A. Execute Work by methods that minimize raising dust from construction operations.

B. Provide positive means to prevent airborne dust from dispersing into atmosphere.

1.18 EROSION AND SEDIMENT CONTROL

A. Plan and execute construction by methods to control surface drainage from cuts and fills from borrow and waste disposal areas. Prevent erosion and sedimentation.

B. Minimize surface area of bare soil exposed at one time.

C. Provide temporary measures including berms, dikes, drains, and other devices to prevent water flow.

D. Construct fill and waste areas by selective placement to avoid erosive surface silts and clays.

E. Periodically inspect earthwork to detect evidence of erosion and sedimentation. Promptly apply corrective measures.

1.19 NOISE CONTROL

A. Provide methods, means, and facilities to minimize noise produced by construction operations.

1.20 POLLUTION CONTROL

A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.

B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

C. Control dust caused by the work and comply with pollution control regulations of governing authorities. Sprinkling or similar methods will be permitted to control dust. Use of petroleum products or chlorides is prohibited. Sprinkling must be repeated as needed to keep the disturbed area damp. Dust control shall be performed as the work proceeds whenever a potential for dust nuisance or hazard occurs.

D. Burning is not allowed on this project.

E. Blasting is not allowed on this project.

1.21 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, and materials before Final Application for Payment inspection.

B. Remove underground installations to minimum depth of 2 feet. Grade Site as indicated on Drawings.

C. Clean and repair damage caused by installation or use of temporary Work.

D. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Products.

B. Product delivery requirements.

C. Product storage and handling requirements.

D. Product options.

E. Equipment electrical characteristics and components.

F. Product substitutions and procedures.

1.2 PRODUCTS

A. Specified products define standard of quality, type, function, dimension, appearance, and performance required.

B. Furnish products of qualified manufacturers that are suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm that manufacturer's production capacity can provide sufficient product, on time, to meet Project requirements.

C. Domestic Products: Except where specified otherwise, domestic products are required and interpreted to mean products mined, manufactured, fabricated, or produced in United States or its territories.

D. Do not use materials and equipment removed from existing premises except as specifically permitted by Contract Documents.

E. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

A. Transport and handle products according to manufacturer's instructions.

B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.

C. Provide equipment and personnel to handle products; use methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

A. Store and protect products according to manufacturer's instructions.

B. Store products with seals and labels intact and legible.

C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.

D. For exterior storage of fabricated products, place products on sloped supports aboveground.

E. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

F. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.

G. Provide equipment and personnel to store products; use methods to prevent soiling, disfigurement, or damage.

H. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Products complying with specified reference standards or description.

B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and complying with Specifications; no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit Request for Substitution for any manufacturer not named, according to Section 01 25 00 - Substitution Procedures.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Field engineering.

B. Closeout procedures.

C. Project record documents.

D. Product warranties and product bonds.

E. Examination.

F. Preparation.

G. Execution.

H. Cutting and patching.

I. Protecting installed construction.

J. Final cleaning.

1.2 FIELD ENGINEERING

A. Owner will locate and Contractor shall protect survey control and reference points. Promptly notify Engineer of discrepancies discovered.

B. Control datum for survey is established by Owner-provided survey indicated on Drawings.

C. Contractor shall verify setbacks and easements; confirm Drawing dimensions and elevations.

D. Protect survey control points prior to starting Site Work; preserve permanent reference points during construction.

E. Promptly report to Engineer loss or destruction of reference point or relocation required because of changes in grades or other reasons.

F. Contractor shall retain Engineer to replace dislocated survey control points based on original survey control.

1.3 CLOSEOUT PROCEDURES

A. Prerequisites to Substantial Completion: Complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:
   1. Submit maintenance manuals, Project record documents, digital images of construction photographs, and other similar final record data in compliance with this Section.

2. Complete facility startup, testing, adjusting, balancing of systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified in compliance with this Section.
3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
4. Obtain and submit releases enabling Owner's full, unrestricted use of Project and access to services and utilities. Include certificate of occupancy, operating certificates, and similar releases from authorities having jurisdiction and utility companies.
5. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.
6. Make final change-over of locks and transmit keys directly to Owner. Advise Owner's personnel of change-over in security provisions.
7. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
8. Perform final cleaning according to this Section.

B. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment.
   1. When Contractor considers Work to be complete, submit written certification that:
      a. Contract Documents have been reviewed.
      b. Work has been examined for compliance with Contract Documents.
      c. Work has been completed according to Contract Documents.
      d. Work is completed and ready for final inspection.
   2. Submittals: Submit following:
      a. Final punch list indicating all items have been completed or corrected.
      b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
      c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
      d. Accounting statement for final changes to Contract Sum.
      e. Contractor's affidavit of payment of debts and claims on Contractor's Affidavit of Payment of Debts and Claims.
      f. Contractor affidavit of release of liens on Contractor's Affidavit of Release of Liens.
      g. Consent of surety to final payment on Consent of Surety to Final Payment Form.
   3. Perform final cleaning for Contractor-soiled areas according to this Section.

1.4 PROJECT RECORD DOCUMENTS

A. Maintain on Site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Reviewed Shop Drawings, product data, and Samples.
   6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress, not less than weekly.

E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including the following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates used.
   3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction as follows:
   1. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in the Work, and change orders.
   2. Include locations of concealed elements of the Work.
   3. Identify depth of buried utility lines and provide dimensions showing distances from permanent facility components that are parallel to utilities.
   4. Dimension ends, corners, and junctions of buried utilities to permanent facility components using triangulation.
   5. Identify and locate existing buried or concealed items encountered during Project.
   6. Measured depths of foundations in relation to vertical datum.
   7. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
   8. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
   9. Field changes of dimension and detail.
   10. Details not on original Drawings.

G. Submit marked-up paper copy documents to Engineer with claim for final Application for Payment.

H. Submit PDF electronic files of marked-up documents to Engineer with claim for final Application for Payment.

1.5 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Obtain warranties and bonds executed in duplicate by responsible Subcontractors, suppliers, and manufacturers within ten days after completion of applicable item of Work.

B. Execute and assemble transferable warranty documents and bonds from Subcontractors, suppliers, and manufacturers.

C. Verify documents are in proper form, contain full information, and are notarized.

D. Co-execute submittals when required.

E. Include table of contents and assemble in three D side ring binder with durable plastic cover.

F. Submit prior to final Application for Payment.

G. Time of Submittals:
   1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
   2. Make other submittals within ten days after date of Substantial Completion, prior to final Application for Payment.
   3. For items of Work for which acceptance is delayed beyond Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that existing Site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.

C. Examine and verify specific conditions described in individual Specification Sections.

D. Verify that utility services are available with correct characteristics and in correct locations.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance according to manufacturer's instructions.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer-required or -recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

3.3 EXECUTION

A. Comply with manufacturer's installation instructions, performing each step in sequence. Maintain one set of manufacturer's installation instructions at Project Site during installation and until completion of construction.

B. When manufacturer's installation instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

C. Verify that field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.

D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
   1. Secure Work true to line and level and within specified tolerances, or if not specified, industry-recognized tolerances.
   2. Physically separate products in place, provide electrical insulation, or provide protective coatings to prevent galvanic action or corrosion between dissimilar metals.
   3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual-effect choices to Engineer for final decision.

E. Allow for expansion of materials and building movement.

F. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.
   1. Isolate each unit of Work from incompatible Work as necessary to prevent deterioration.
   2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.

G. Mounting Heights: Where not indicated, mount individual units of Work at industry recognized standard mounting heights for particular application indicated.
   1. Refer questionable mounting heights choices to Engineer for final decision.
   2. Elements Identified as Accessible to Handicapped: Comply with applicable codes and regulations.

H. Adjust operating products and equipment to ensure smooth and unhindered operation.

I. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction period. Lubricate operable components as recommended by manufacturer.

3.4 CUTTING AND PATCHING

A. Employ skilled and experienced installers to perform cutting and patching.

B. Submit written request in advance of cutting or altering elements affecting:
   1. Structural integrity of element.
   2. Integrity of weather-exposed or moisture-resistant elements.
   3. Efficiency, maintenance, or safety of element.
   4. Visual qualities of sight-exposed elements.
   5. Work of Owner or separate contractor.

C. Execute cutting, fitting, and patching including excavation and fill to complete Work and to:
   1. Fit the several parts together, to integrate with other Work.
   2. Uncover Work to install or correct ill-timed Work.
   3. Remove and replace defective and nonconforming Work.
   4. Remove samples of installed Work for testing.
   5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

D. Execute Work by methods to avoid damage to other Work and to provide proper surfaces to receive patching and finishing.

E. Cut masonry and concrete materials using masonry saw or core drill.

F. Restore Work with new products according to requirements of Contract Documents.

G. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.

H. Identify hazardous substances or conditions exposed during the Work to Engineer for decision or remedy.

3.5 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified in individual Specification Sections.

B. Provide temporary and removable protection for installed products. Control activity in immediate Work area to prevent damage.

C. Prohibit traffic from landscaped areas.

3.6 FINAL CLEANING

A. Execute final cleaning prior to final Project assessment.

B. Clean debris from drainage systems.

C. Clean Site; sweep paved areas, rake clean landscaped surfaces.

D. Remove waste and surplus materials, rubbish, and construction facilities from Site.

END OF SECTION

SECTION 33 01 31 - MANHOLE GRADE ADJUSTMENT

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Raising manhole frames and covers.
   2. Replacing manhole frames and covers.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Raising Manhole Frames and Covers:
   1. Basis of Measurement: By each.
   2. Basis of Payment: Includes removal and reinstalling manhole frame and cover, manhole rings and joint sealant.

B. Repairing Manhole Frames and Covers:
   1. Basis of Measurement: By each.
   2. Basis of Payment: Includes removal of old frame and cover, installing new frame and cover, and joint sealant.

1.3 REFERENCES

A. ASTM International:
   1. ASTM A48/A48M - Standard Specification for Gray Iron Castings.
   2. ASTM C32 - Standard Specification for Sewer and Manhole Brick (Made from Clay or Shale).
   3. ASTM C531 - Standard Test Method for Linear Shrinkage and Coefficient Mortars, Grouts, Monolithic Surfacings, and Polymer Concretes.
   4. ASTM C642 - Standard Test Method for Density, Absorption, and Voids in Hardened Concrete.
   5. ASTM C672 - Standard Test Method for Scaling Resistance of Concrete Surfaces Exposed to Deicing Chemicals.
   6. ASTM C990 - Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.
   7. ASTM D395 - Standard Test Method for Rubber Property - Compression Set.
   8. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension.
   9. ASTM D573 - Standard Test Method for Rubber-Deterioration in an Air Oven.
   10. ASTM D575 - Standard Test Methods for Rubber Properties in Compression.
   11. ASTM D2240 - Standard Test Method for Rubber Property-Durometer Hardness.
   12. ASTM F593 - Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.
   13. ASTM F1554 - Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength.

1.4 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

1.5 CLOSEOUT SUBMITTALS

A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.

B. Project Record Documents: Record actual grade adjustment elevation of manhole.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this section.

B. Installer: Company specializing in performing work of this section.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Accept materials on site in undamaged, unopened container, bearing manufacturer's original labels. Inspect for damage.

B. Protect materials from damage by storage in secure location.

1.8 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

PART 2 PRODUCTS

2.1 MANHOLE FRAMES, GRATES, RINGS AND COVERS

A. Manufacturers:
   1. East Jordan Iron Works (EJ Group. Inc.)
   2. Neenah Foundry (Neenah Enterprises, Inc.)

2.2 RISER RINGS

A. Rubber Adjustment Riser Rings:
   1. Flat or tapered.
   2. Physical properties as follows:

Physical Properties	Test Results	Test Method
Density	□±1.098 g/cm^3	ASTM C642
Durometer Hardness		Based on ASTM D2240
Molded Surface	75A ±10 points	
Interior Surface	73A ±10 points	

Tensile Strength	232 psi (not less than 145 psi)	ASTM D412
Compression Deformation	under 145 psi	Based on ASTM D575
Initial Compression Deformation	6 ±4 percent	
Final Compression Deformation	6 ±4 percent	
Compression Set	0.4 percent (no more than 4 percent) under 145 psi	Based on ASTM D395
Freeze and Thaw When Exposed to Deicing Chemicals	No loss after 50 cycles	ASTM C672
Coefficient of Thermal Expansion	$6x10^{-5}$in/in/degree F	ASTM C531
Weathering	(70 hours at 158 degree F)	ASTM D573
Hardness Retained	100 percent ±5 percent	
Compressive Strength Retained	100 percent ±5 percent	
Tensile Strength Retained	100 percent ±5 percent	
Elongation Retained	100 rcent ±5 percent	

B. Nuts and Bolts:
   1. Hot-dipped galvanized ASTM F1554 – Standard Specification for Anchor Bolts, Steel, 36, 55 and 105-ksi Yield Strength.

C. Accessories:
   1. Joint Sealant: ASTM C990 – Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.
   2. Riser Rings.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.

B. Verify and locate manholes requiring grade adjustment.

3.2 CONSTRUCTION METHODS

A. Frames, grates, rings and covers shall be constructed of the materials as specified and shall be placed carefully to the lines or grades as directed by the City.

B. All welding shall conform to the requirements of the AWS-D-1-72 – Structural Welding Code. Welded frames, grates, rings and covers shall be hot-dipped galvanized (ASTM F1554 – Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength).

C. Painting of gray iron castings will not be required, except when used in conjunction with structural steel shapes.

3.3 EXISTING WORK

A. Saw cut existing paving, excavate, clean manholes, remove existing manhole frames and covers, and repair waterproofing.

3.4 ADJUSTING MANHOLE FRAMES AND COVERS

A. Locate and raise manholes to grade.

B. Use flat or tapered rubber manhole rings to achieve elevation indicated for frame and cover.

C. Do not adjust elevation more than 6 inches with rubber manhole rings.

D. Seal joints between manhole top, rubber rings, and frame with sealant.

E. Reinstall removed manhole frame and cover.

3.5 REPLACING MANHOLE FRAMES AND COVERS

A. Remove existing manhole frames and covers to enable reuse.

B. Deliver removed manhole frames and covers to Owner as maintenance materials in accordance with Section 01 70 00 - Execution and Closeout Requirements.

C. Install new frames and covers for manholes as indicated on Drawings. Adjust to match finished grade as indicated on Drawings. Seal joints between manholes and manhole frames.

3.6 PAVING RESTORATION

A. Restore bituminous paving areas in accordance with TxDOT Item 351.

END OF SECTION

ITEM NO. 802S - PROJECT SIGNS (Revised 9-12-19)

802S.1 - Description

This item shall govern furnishing, fabricating, erecting, maintaining and removing Project Signs on Capital Improvement Projects (C.I.P.) and for project identification at other construction sites, when required on the Drawings. The C.I.P. signs shall be constructed as indicated on the Drawings.

This specification is applicable for projects or work involving either inch-pound or SI units. Within the text, the inch-pound units are given preference followed by SI units shown within parentheses.

802S.2 - Materials

A. Sign Face

Sign face shall be manufactured on standard exterior waterproof plywood sheets or other suitable material approved by the Engineer or designated representative. Unless indicated otherwise on the Standard Details or Drawings, the thickness of the plywood sheet shall be a minimum of ¾ inches (19 mm).

B. Posts

Lumber posts, of the size indicated on the Standard Details or on the Drawings, shall be pressure treated with pentachlorophenol.

C. Paint

Exterior oil base paint, colors as indicated on the Standard Details or on the Drawings.

D. Decals for Capital Improvement Projects and Bond Program Projects

City seal shall be in color using a 3 color process. Electronic images are available from the City of Bastrop.

802S.3 - Installation

The signs shall be erected at a major entrance to the project for maximum public identification and exposure. At locations where construction is confined to a specific area, the installed sign size shall be 4 foot x 8 foot.

The signs shall be posted on portable wood frames or stanchions and will be located in the proximity of the work area as construction progresses. All lumber shall be painted with two coats of paint as indicated herein, in the Drawings.

In special cases the size of the sign may be changed to meet special requirements, but general proportions shall be maintained.

It shall be the responsibility of the contractor to maintain and relocate signs, if necessary during the progression of the project. Care shall be exercised to assure that placement of the signs does not interfere with or cause sight obstruction to vehicular and pedestrian traffic.

For projects located on a street with curb and gutter, signs shall be installed no closer than 2 feet (0.6 meter) from the face of curb on the street.

For projects located on a street without curb and gutter, signs shall be installed no closer than 6 feet (1.8 meters) from the edge of street pavement.

The contractor may install, at the Contractor's own expense, company signs to identify the contractor, architectural firm, etc. Signs are to be securely attached to the posts at locations indicated on the drawings and shall not be larger than 18 x 36 inches (0.45 x 0.90 meter).

802S.4 - Measurement

In the CIP contract, signs shall be measured by either lump sum or per each.

802S.5 - Payment

The work performed and the materials furnished as prescribed by this item shall be paid for by lump sum or per each price bid only. The "lump sum" bid or "per each" price bid shall include full compensation for all work performed and all materials furnished in constructing, transporting, maintaining and removing the signs as specified on the Drawings and as directed by the Engineer or designated representative.

Payment will be made under one of the following:

Pay Item No. 802S-AC.I.P.:	C.I.P.Project Signs	Lump Sum.
Pay Item No. 802S-BC.I.P.:	C.I.P. Project Sign	Per Each.
Pay Item No. 802S-ABOND:	Bond Project Signs	Lump Sum.
Pay Item No. 802S-BBOND:	Bond Project Sign	Per Each.

End

SPECIFIC CROSS REFERENCE MATERIALS	
Specification Item No. 802S, "Project Signs"	
City of Austin Standard Details	
Designation	Description
Item No. 802S-1	2.4 m × 1.2 m (8′ × 4′) C.I.P. Building Project Sign
Item No. 802S-1A	2.4 m × 1.2 m (8′ × 4′) Bond Program Building Project Sign
Item No. 802S-2	600 mm × 900 mm (24″ × 36″) C.I.P. Movable Sign Type II

Item No. 802S-2A	600 mm × 900 mm (24” × 36”) Joint C.I.P. Movable Sign Type II
Item No. 802S-2B	900 mm . 1.2 m (36” × 48”) Bond Program Project Movable Sign Type II
Item No. 804S-5	Typical CMTA/C.I.P. Sign Locations

Technical Specifications for TxDOT

The Texas Department of Transportation "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges," 2014 Edition, is incorporated herein by reference for all intents and purposes. If a standard specified in that document conflicts with a standard included withing a bid specifications document, the standard in the bid specifications document controls. If the standard is still unclear, the Engineer will determine which standard controls and his determination shall be final.

Special Specification 3005
Scrub Seal Treatment

1. DESCRIPTION

Construct a surface treatment consisting of 1 or more applications of a single layer of asphalt emulsion that is scrubbed with a broom and covered with a single layer of aggregate.

2. MATERIALS

Furnish materials of the type and grade shown on the plans in accordance with the following:

- Polymer modified emulsion that meets the requirements of Item 300, "Asphalts, Oils, and Emulsions" Table 10 CMS-2P.
- Item 302, "Aggregates for Surface Treatments." Furnish aggregate of the type and grade shown on the plans and listed in Table 1. Ensure the aggregate gradation meets the requirements in Table 2 for the specified grade when tested in accordance with Tex-200-F, Part I. Furnish aggregates that meet the quality requirements shown in Table 3, unless otherwise shown on the plans.

  For final surfaces, unless otherwise shown on the plans, furnish aggregate with a surface aggregate classification of "B" or better. Provide aggregates from sources listed in the Department's Bituminous Rated Source Quality Catalog (BRSQC). Use material not listed or not meeting the requirements of the BRSQC only when tested by the Engineer and approved before use. Allow 30 calendar days for testing of material from such sources.

3. EQUIPMENT

3.1. **Distributor.** Furnish a distributor that will apply the emulsion uniformly at the specified rate or as directed.

3.1.1. **Calibration.** Furnish a volumetric calibration and strap stick for the distributor tank in accordance with Tex-922-K, Part I. Provide documentation of distributor calibration performed not more than 5 yr. before the date first used on the project. The Engineer may verify calibration accuracy in accordance with Tex-922-K, Part II.

3.1.2. **Computerized Distributor.** When paying for emulsion by weight, the Engineer may allow use of the computerized distributor display to verify application rates. Verify application rate accuracy at a frequency acceptable to the Engineer.

3.2. **Aggregate Spreader.** Use a continuous-feed, self-propelled spreader to apply aggregate uniformly at the specified rate or as directed.

3.3. **Rollers.** Unless otherwise shown on the plans, furnish light pneumatic tire rollers in accordance with Item 210, "Rolling."

3.4. **Scrub Broom.** Furnish a scrub broom assembly of similar design to Exhibit A or B, as approved by the engineer, and having the following characteristics:

- Rigid frame construction,
- Attached to, and pulled by, the distributor,
- Of such weight that it does not squeegee the emulsion off the roadway surface,
- Leading and trailing broom heads angled at 10 to 15 degrees off the centerline of the supporting member,
- Stiff bristles with a minimum height of five inches, and
- Hinged wing assemblies or other means of adjusting the broom width.

Provide a means of raising the broom from the road surface at desired points, and for towing the broom in elevated position when moving between shots.

3.5. Power Broom. Furnish a rotary, self-propelled broom for initial sweeping and final surface sweeping.

3.6. Emulsion Storage and Handling Equipment. When the plans or the Engineer allows storage tanks, furnish a thermometer in each tank to indicate the emulsion temperature continuously. Keep equipment clean and free of leaks. Keep emulsion free of contamination.

3.7. Aggregate Haul Trucks. Unless otherwise authorized, use trucks of uniform capacity to deliver the aggregate. Provide documentation showing measurements and calculation in cubic yards. Clearly mark the calibrated level. Truck size may be limited when shown on the plans.

3.8. Digital Measuring Instrument. Furnish a vehicle with a calibrated digital-measuring instrument accurate to ±6 ft. per mile.

4. CONSTRUCTION

4.1. General. Application season will be as shown on the plans. Emulsion and aggregate rates shown on the plans are for estimating purposes only. The Engineer will adjust the rates for the existing conditions.

4.2. Temporary Aggregate Stockpiles. The Engineer will approve the location of temporary aggregate stockpiles on the right of way before delivery. Place stockpiles in a manner that will not:

- obstruct traffic or sight distance,
- interfere with the access from abutting property, or
- interfere with roadway drainage.

Locate stockpiles a minimum of 30 ft. from roadway when possible. Sign and barricade as shown on the plans.

4.3. Aggregate Furnished by the Department. When shown on the plans, the Department will furnish aggregate to the Contractor without cost. Stockpile locations are shown on the plans.

4.4. Adverse Weather Conditions. Do not place surface treatments when, in the Engineer's opinion, general weather conditions are unsuitable. Meet the requirements for air and surface temperature shown below.

4.4.1. Standard Temperature Limitations. Apply scrub seal when air temperature is above 50°F and rising. Do not apply surface treatment when air temperature is 60°F and falling. In all cases, do not apply surface treatment when surface temperature is below 60°F.

4.4.2. Cool Weather Night Air Temperature. The Engineer reserves the right to review the National Oceanic and Atmospheric Administration (NOAA) weather forecast and determine if the nightly air temperature is suitable for placement to prevent aggregate loss.

4.4.3. Cold Weather Application. When application is allowed outside of the above temperature restrictions, the Engineer will approve the emulsion grade and the air and surface temperatures for application. Apply scrub seal at air and surface temperatures as directed.

4.5. Surface Preparation. Remove existing raised pavement markers. Repair any damage incurred by removal as directed. Remove dirt, dust, or other harmful material before sealing. Cracks in the pavement must be cleaned of debris using compressed air. When shown on the plans, remove vegetation and blade pavement edges.

4.6. Rock Land and Shot.

4.6.1. Definitions.

- A “rock land” is the area covered at the aggregate rate directed with 1 truckload of aggregate.
- A “shot” is the area covered by 1 distributor load of emulsion.

4.6.2 Setting Lengths. Calculate the lengths of both rock land and shot. Adjust shot length to be an even multiple of the rock land. Verify that the distributor has enough emulsion to complete the entire shot length. Mark shot length before applying emulsion. When directed, mark length of each rock land to verify the aggregate rate.

4.7. Emulsion Placement.

4.7.1. General. Adjust the shot width so operations do not encroach on traffic or interfere with the traffic control plan, as directed. Use paper or other approved material at the beginning and end of each shot to construct a straight transverse joint and to prevent overlapping of the emulsion. Unless otherwise approved, match longitudinal joints with the lane lines. The Engineer may require a string line if necessary to keep joints straight with no overlapping. Use sufficient pressure to flare the nozzles fully. Select an application temperature, as approved, in accordance with Item 300. Uniformly apply the emulsion at the rate directed, within 15°F of the approved temperature, and not above the maximum allowable temperature.

4.7.2. Scrubbing. Mechanically scrub the freshly applied emulsion by dragging the scrub broom behind the distributor, so that the emulsion is evenly spread over the road surface and fills existing surface cracks.

4.7.3. Limitations. Do not apply emulsion to the roadway until:

- traffic control methods and devices are in place as shown on the plans or as directed,
- the loaded aggregate spreader is in position and ready to begin,
- haul trucks are loaded with enough aggregate to cover the shot area, and
- haul trucks are in place behind the spreader box.

4.7.4. Non-uniform Application. Stop application if it is not uniform due to streaking, ridging, puddling, flowing off the roadway surface, or not filling the cracks. Verify equipment condition, operating procedures, application temperature, and material properties. Determine and correct the cause of non-uniform application. If the cause is high or low emulsion viscosity, replace emulsion with material that corrects the problem.

4.7.5. Test Strips. The Engineer may stop application and require construction of test strips at the Contractor’s expense if any of the following occurs:

- non-uniformity of application continues after corrective action;
- on 3 consecutive shots, application rate differs by more than 0.03 gal. per square yard from the rate directed; or
- any shot differs by more than 0.05 gal. per square yard from the rate directed.

The Engineer will approve the test strip location. The Engineer may require additional test strips until surface treatment application meets specification requirements.

4.8. Aggregate Placement. As soon as possible, apply aggregate uniformly at the rate directed without causing the rock to roll over.

4.9. Rolling. Start rolling operation on each shot as soon as aggregate applied. Use sufficient rollers to cover the entire mat width in 1 pass, i.e., 1 direction. Roll in a staggered pattern. Unless otherwise shown on the plans, make a minimum of 3 passes. If rollers are unable to keep up with the spreader box, stop application until rollers have caught up, or furnish additional rollers. Keep roller tires asphalt-free.

4.10. Patching. Before rolling, repair spots where coverage is incomplete. Repair can be made by hand spotting or other approved method. When necessary, apply additional emulsion to embed aggregate.

4.11. Finishing Broom. After rolling, sweep as soon as aggregate has sufficiently bonded to remove excess.

4.12. Final Acceptance. Maintain surface treatment until the Engineer accepts the work. Repair any surface failures. Before final project acceptance, remove all temporary stockpiles and restore the area to the original contour and grade.

5. MEASUREMENT

5.1. Emulsion. Unless otherwise shown on the plans, emulsion will be measured by one of the following methods:

5.1.1. Volume. Emulsion will be measured at the applied temperature by strapping the tank before and after road application and determining the net volume in gallons from the distributor's calibrated strap stick. The quantity to be measured for payment will be the number of gallons used, as directed, in the accepted surface treatment.

5.1.2. Weight. Emulsion will be measured in tons using certified scales meeting the requirements of Item 520, "Weighing and Measuring Equipment," unless otherwise approved. The transporting truck must have a seal attached to the draining device and other openings. The Engineer may require random checking on public scales at the Contractor's expense to verify weight accuracy. Upon work completion or temporary suspension, any remaining emulsion will be weighed by a certified public weigher, or measured by volume in a calibrated distributor or tank and the quantity converted to tons at the measured temperature. The quantity to be measured will be the number of tons received minus the number of tons remaining after all directed work is complete and minus the amount used for other items.

5.2. Aggregate. Aggregate will be measured by the cubic yard in the trucks as applied on the road. The Engineer may require loaded aggregate to be struck off for accurate measurement.

5.3. Loading, Hauling, and Distributing Aggregate. When the Department furnishes the aggregate, the loading, hauling, and distributing will be measured by the cubic yard in the trucks as applied on the road.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit prices bid for "Emulsion," "Aggregate," and "Loading, Hauling, and Distributing Aggregate" of the types–grades specified. These prices are full compensation for surface preparation; furnishing, preparing, hauling, and placing materials; removing existing pavement markers and excess aggregate; rolling; cleaning up stockpiles; and equipment, labor, tools, and incidentals.

Exhibit A

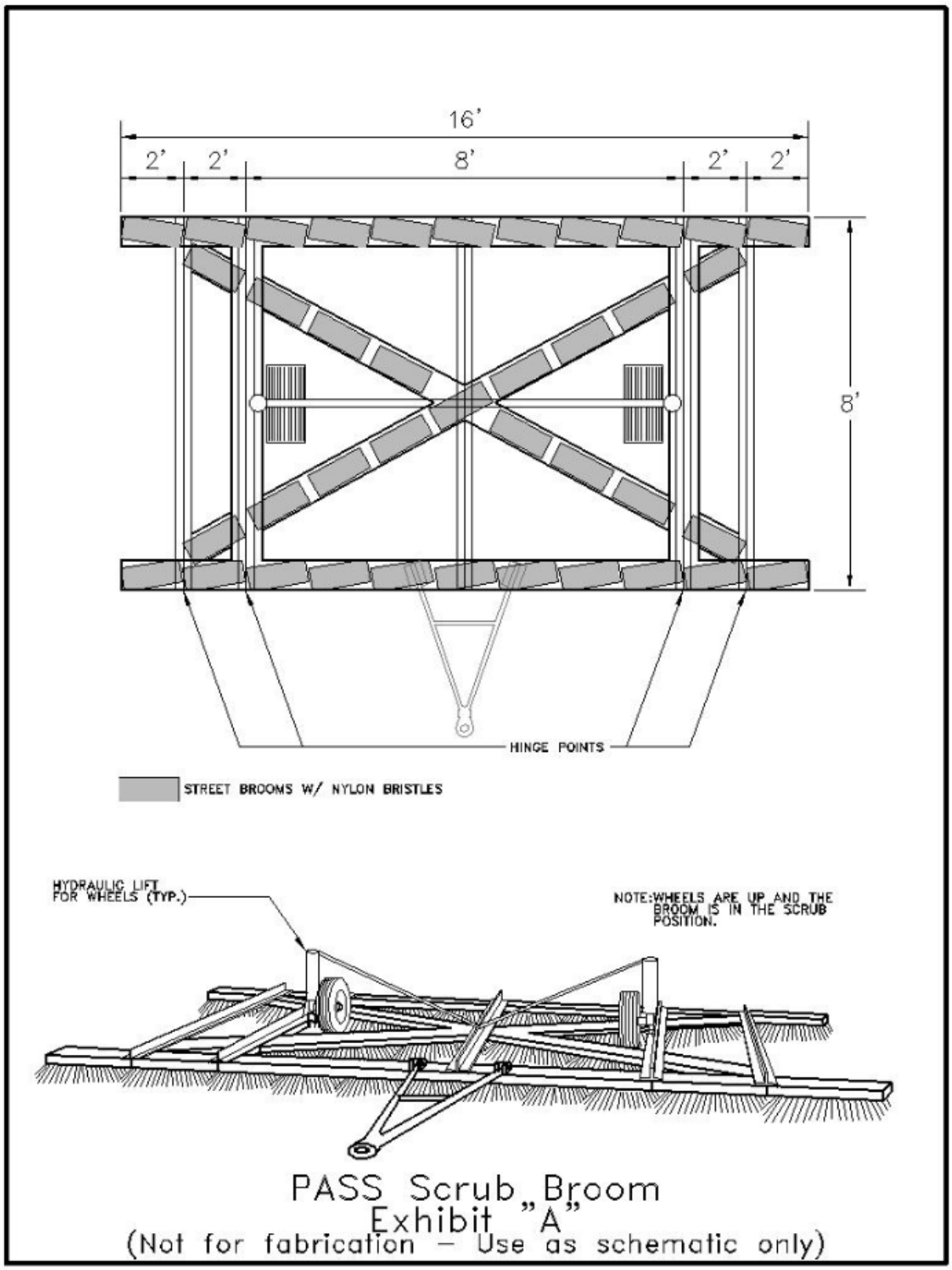
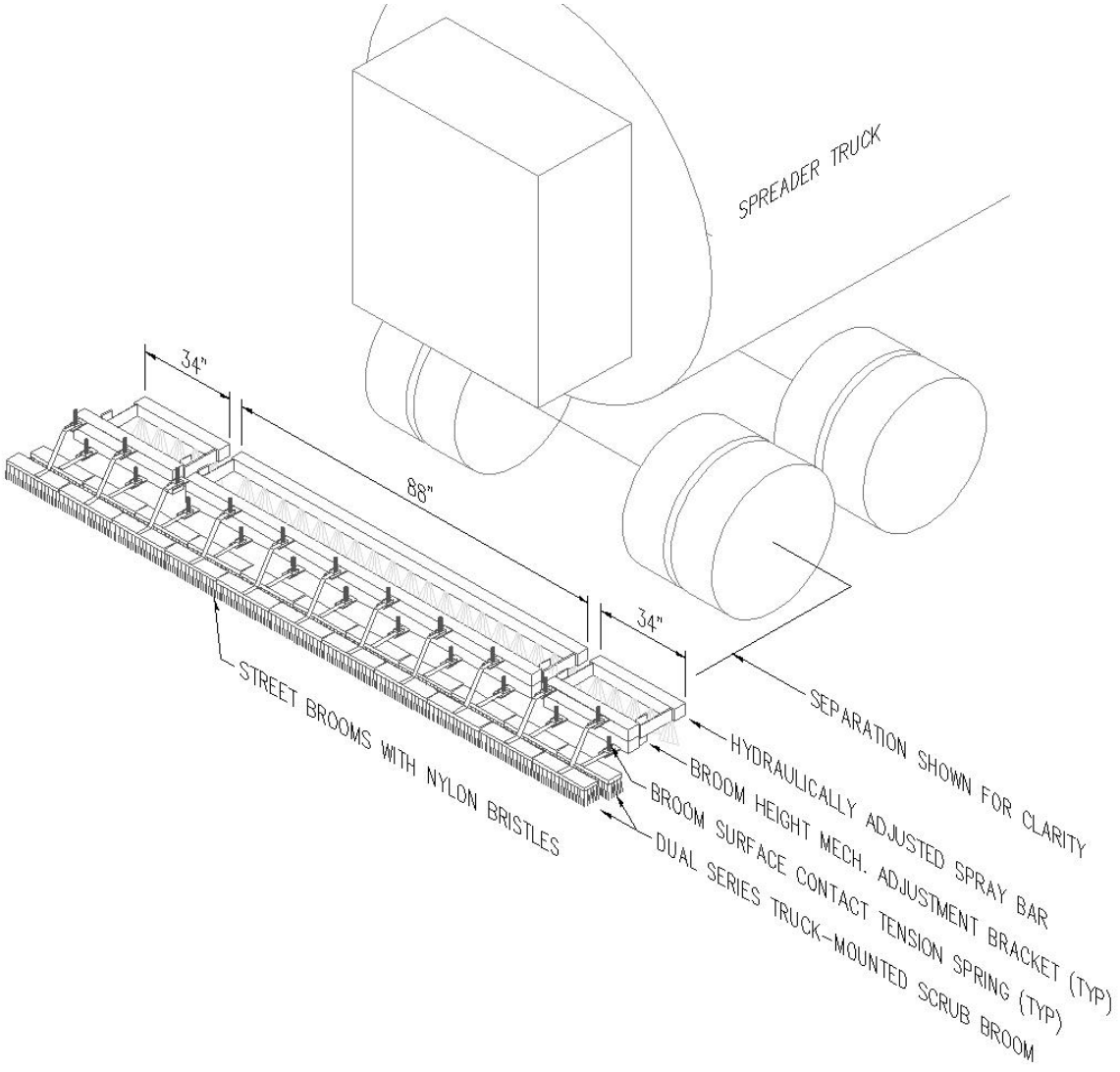

16'
2'
2'
8'
2'
2'
8'
HINGE POINTS
STREET BROOMS W/ NYLON BRISTLES
HYDRAULIC LIFT FOR WHEELS (TYP.)
NOTE:WHEELS ARE UP AND THE BROOM IS IN THE SCRUB POSITION.
PASS Scrub „Broom
Exhibit "A"
(Not for fabrication – Use as schematic only)

Exhibit B



Truck Mounted Scrub Broom

Special Specification 3028
Frictional Asphaltic Surface Preservation Treatment

1. DESCRIPTION

Apply a surface preservation treatment consisting of one or more applications of a single layer of asphaltic and aggregate material.

2. MATERIALS

Furnish materials in accordance with the following:

2.1. **Asphalt.**

Furnish an emulsified asphalt in accordance with Table 1. Provide water in accordance with Article 204.2., "Materials."

Table 1. Emulsified Asphalt

Property	Test Procedure	Min	Max
Viscosity	T 59	20	100
Particle Charge Test	T 59	Positive	
Sieve, %	T 59	0	0.1
Residue by Distillation, percent	T 59	60	-
Penetration at 77°F, 100 g, 5 sec.	T 49	40	150

Use a quantity of emulsified asphalt in the mixture, expressed as a percentage of total weight, the percentage shown on the plans, or as directed.

2.2 **Aggregate.** Furnish aggregate meeting Item 302, "Aggregates for Surface Treatments," of the grade shown in Table 2.

Table 2. Aggregates

Physical Properties[1]			
Property	Test Procedure	Min.	Max.
Water Absorption, %	T 84	-	4
Micro-Deval, %	D 7428[2]	-	20
Gradation[3]			
Sieve	Standard	Master Grading Band Limits Percent Passing	Target Tolerance
No. 8	C 136	100	
No. 16	C 136	85-100	
No. 30	C 136	75-100	± 5
No. 60	C 136	10-40	± 5
No. 100	C 136	0-10	± 5
No. 200	C 117	0-5	± 1

1. Perform physical property tests on aggregates that are received before blending into sealer.
2. Micro-Deval on aggregate larger than No. 60 sieve U.S.

2.3 **Additives.** Add clay, polymers, water, and other additives as required. Use a minimum of 4% polymer by weight. Furnish water free of industrial wastes and other objectionable matter.

or:

Other Additives. Use approved additives as recommended by the Frictional Asphaltic Surface Preservation Treatment manufacturer when necessary to adjust mix time in the field.

3. MIX DESIGN

3.1 Furnish a laboratory mix design meeting the requirements shown in Table 3:

Table 3. Laboratory Mix Design

Test	Test Procedure	Min	Max
Wet-Track Abrasion Loss, 3 day soak, g/m^2	D 3910[1]	--	80
Asphalt Content by Ignition Method, %	T 308	30	--
Dynamic Friction Test Number, 20 kph	E 1911[2]	0.90	--

1. Use the modified method to account for realistic application depth and fine emulsion mixture.
2. Establish base friction value using prepared laboratory compacted slab of approved mix as surface to be tested. The Dynamic Friction Test (DFT) number ratio should indicate that after application of the mastic seal, the surface retains required minimum percentage DFT number of the original pavement surface.

3.2 Furnish a production or field sample meeting the requirements shown in Table 4:

Table 4. Production or Field Sample

Test	Test Procedure	Min	Max
Solids Content by Evaporation, %	T 59[1]	48	--
Asphalt Content by Ignition Method, %	T 308[3]	30	--
Rotational Viscosity, 20 rpm, RV spindle, 25°C, cP	D 2196[2]	800	4000
Temperature for storage and application, °F	--	60	130

1. Dry specimens to a state where measurements taken 20 minutes apart do not change.
2. Test samples within 7 days.
3. Reduce sample size to achieve asphalt quantity. It is very important that this test be performed on a completely dry sample.

4. EQUIPMENT

4.1 Mixing Plant. Provide a stationary pugmill, weigh-batch, or continuous mixing plant as approved. Equip plants with digital proportioning and metering devices that produce a uniform mixture of asphalt, aggregate and additives in the specified proportions.

4.2 Distributor. Provide applicable equipment in accordance with Article 316.3., "Equipment." Furnish the necessary facilities and equipment for determining the temperature of the mixture, regulating the application rate, and securing uniformity at the junction of 2 distributor loads. Furnish a distributor capable of keeping the Frictional Asphaltic Surface Preservation Treatment in uniform suspension and adequately mixing the asphalt, aggregate and additives.

4.3 Asphalt Storage and Handling Equipment. When using storage tanks, furnish a thermometer in each tank to continuously indicate the asphalt temperature. Keep equipment clean and free of leaks. Keep asphalt material free of contamination. Furnish storage tanks capable of keeping the Frictional Asphaltic Surface Preservation Treatment in uniform suspension and adequately mixing the asphalt, aggregate and additives.

5. CONSTRUCTION

5.1 Adverse Weather Conditions. Do not place mixture when, in the Engineer's opinion, general weather conditions are unsuitable. Meet the requirements for air and surface temperature shown below.

5.1.1 Standard Temperature Limitations. Apply mixture when air temperature is above 50°F and rising. Do not apply mixture when air temperature is 60°F and falling. In all cases, do not apply mixture when surface temperature is below 60°F.

5.1.2. Cool Weather Night Air Temperature. The Engineer reserves the right to review the National Oceanic and Atmospheric Administration (NOAA) weather forecast and determine if the nightly air temperature is suitable for mixture placement.

5.1.3. Cold Weather Application. When mixture application is allowed outside of the above temperature restrictions, the Engineer will approve the mixture and the air and surface temperatures for application. Apply mixture at air and surface temperatures as directed.

5.2. Surface Preparation. Remove existing raised pavement markers. Repair any damage incurred by removal as directed. Remove dirt, dust, or other harmful material before applying. When shown on the plans, remove vegetation and blade pavement edges.

5.3. Application. Apply the mixture when the air temperature is at or above 60°F, or above 50°F and rising. Measure the air temperature in the shade away from artificial heat. The Engineer will determine when weather conditions are suitable for application.

Distribute material at the following rates or as directed:

- First application: 1.0 to 1.5 lbs per SY.
- Second application: 1.0 to 1.5 lbs per SY.
- Total application after the second application: 2.5 lbs per SY minimum.

5.4. Edges. Adjust the shot width so operations do not encroach on traffic or interfere with the traffic control plan, as directed. Use paper or other approved material at the beginning and end of each shot to construct a straight traverse joint. Unless otherwise approved, match longitudinal joints with the lane lines. The Engineer may require a string line if necessary to keep the edge straight. Use sufficient pressure to flare the nozzles fully.

5.5. Workmanship. Immediately take corrective action if treatment material is exhibiting evidence of poor workmanship, delayed opening to traffic, or surface irregularities, including streaks, uncoated, and blotchy areas. The Engineer may allow placement to continue for no more than one day of production while taking appropriate action. Suspend application if the problem still exists after one day until the problem is corrected to the satisfaction of the Engineer.

5.6. Opening to Traffic. Open the treated surface to traffic when directed. Furnish and uniformly distribute clean, fine sand on the surface to blot the excess when an excessive quantity of mixture is applied. Maintain ingress and egress as directed by applying sand to freshly treated areas.

6. MEASUREMENT

Frictional Asphaltic Surface Preservation Treatment will be measured by the ton or by the square yard of the composite Frictional Asphaltic Surface Preservation Treatment mixture, which includes asphalt emulsion, aggregate, and additives. At the completion of the project, any unused Frictional Asphaltic Surface Preservation Treatment will be weighed back and deducted from the accepted Frictional Asphaltic Surface Preservation Treatment quantity delivered.

7. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit bid price per ton or square yard for "Frictional Asphaltic Surface Preservation Treatment." This price is full compensation for preparing the existing surface (including removing existing raised pavement markers); furnishing, hauling, preparing, and placing materials; and equipment, labor, tools, and incidentals.

ATTACHMENTS

SPECIAL PROVISIONS

TABLE OF CONTENTS

SECTION NUMBER	DESCRIPTION
SP1	CITY PROJECT MANAGER
SP2	CONSTRUCTION PHASING/TRAFFIC CONTROL
SP3	RESIDENTIAL NOTIFICATION
SP4	SOLID WASTE COORDINATION
SP5	SCHEDULE
SP6	CLEANUP OF LOOSE ROCK
SP7	ROCK RATE

SPECIAL PROVISIONS

SP1 **CITY PROJECT MANAGER:** The City of Bastrop's official representative shall be Curtis Hancock. He may be reached at 1311 Chestnut St., Bastrop, TX 78602, 512-332-8960.

SP2 **CONSTRUCTION PHASING/TRAFFIC CONTROL:** Contractor shall provide and adhere to an approved traffic control plan based on the Texas Manual on Uniform Traffic Control Devices (TMUTCD). The contractor is solely responsible for traffic control including all signs, barricades, markings, flagmen, pilot cars, patrol officers, and/or any other traffic control devices that will be appropriate for the construction or maintenance of the roadway or other associated work. The contractor's traffic control plan shall be completed for review during the pre-construction meeting. Contractor will be required to provide and maintain detours for street segments that are closed for construction. Any closures or detour routes **MUST BE PRE-APPROVED** by the Project Manager and/or his designee. The contractor shall update the traffic control plan as required during construction. All traffic control shall comply with the TMUTCD. The contractor's plan must be approved by the City Project Manager prior to beginning work.

SP3 **RESIDENTIAL NOTIFICATION: Prior to beginning construction, the residents and business owners within the affected work zone shall be notified by the Contractor at least 72 hours in advance. Notification shall be written and hand delivered to each residence or business.** Notices are not to be placed in mailboxes. All written notices shall be approved by the City prior to distribution. Residents shall be similarly notified if access to their drives will be blocked for any period of time. The Contractor shall accommodate Special Needs that residents may have such as access for handicap, etc.

SP4 **SOLID WASTE COORDINATION:** Construction is not to impede weekly waste collection. Residential waste and brush & bulky service occur once per week. The schedules are available at the City of Bastrop website: https://www.cityofbastrop.org/upload/page/0128/docs/BastropServiceMap4.pdf

The contractor is to work with the City of Bastrop Solid Waste Division to make certain the impact to citizens is minimized. The contractor is to work with the City as need including scheduling, assisting in relocation of garbage cans, etc. Whenever city garbage collection trucks are denied vehicular access to residential curbside pickup, the contractor must collect the filled cans from each property and locate them in an area accessible to the collection truck prior to the scheduled pickup. The contractor must also return the empty cans that same day. The contractor may note on the door hanger notifications that residential waste pickup

will occur on regularly scheduled days but that pick-up will occur as early as 7:00 am during this time to facilitate construction.

SP5 **SCHEDULE:** The City of Bastrop would like this contract to be complete on or before July 31, 2020. Seal coat work shall not commence complete prior to May 1, 2020. Scrub seal work shall not commence before May 1, 2019. Crack seal work shall commence as soon as possible and be complete before March 1, 2020. There are no restrictions on 5" Flexible Pavement Repair work provided that Weather Conditions as shown in Item 340.4.6.1 are met, but Pavement Repairs should be completed on an individual street prior to commencement of Crack Seal Work on the same individual street. Normal construction hours will be conducted Monday through Friday between the hours of 8:00 am and 5:30 pm. Work occurring around schools shall be scheduled so that work does not interfere with school zone traffic during drop-off and pick-up schedule times. Work may be allowed on Saturdays with Project Manager approval. There will be no work allowed on Sundays.

SP6 **SWEEPING AND PICKUP OF LOOSE ROCK:** All streets shall be fully/completely swept and all loose rock picked up within 24 hours of Seal Coat and Scrub Seal operations. Contractor shall provide a second sweep and loose rock pickup to all treated roadways fourteen (14) days after the first sweep. Loose rock shall be picked up and discarded properly from grass, medians, curbs, gutters, driveways, adjacent roadways, intersections, etc. at the 24 hour and 14-day intervals. This will not constitute the only sweeping and pickup of loose rock. Additional sweeping and loose rock pickup may be required at additional times (i.e. punch list and/or staff or resident concerns).

SP7 **ROCK RATE:** The rock rate for Seal Coat and Scrub Seal operations is 1 CY/110 SY. This is the maximum allowable amount of rock allowed on the roadway. Contractor may, with City of Bastrop approval, adjust the rock rate lower but must still provide the maximum coverage for the surface treatment operation to prevent an abundance of loose rock.

GENERAL NOTES

1. GENERAL

1.1 All work shall be done in accordance with plans, drawings, and specifications and in the best and most workmanlike manner by qualified, careful and efficient workers, in strict conformity with the best accepted practices of each craft concerned, and at all times workmanship shall be subject to inspection and approval of the City through the Project Manager.

1.2 Right of Way – Facility and Utility Protection – The Contractor shall be responsible for adequately protecting all facilities (mailboxes, fences, trees, bushes, sidewalks, curb and gutter, driveways, etc.) not designated for removal during construction. Any damage to existing facilities incurred as a result of construction operations shall be immediately repaired by the Contractor to existing or better condition. All repairs shall be approved by the City through the Project Manager. The cost of the restoration shall be borne by the Contractor.

1.3 The Contractor shall maintain access to existing driveways at all times.

1.4 All adjoining pavement sections (including driveways) shall be protected during construction. Any damages incurred due to the Contractors operation, shall be repaired and/or replaced to match or exceed existing conditions at the Contractor's expense.

1.5 Where existing pavement (including driveways) adjoins new pavement, the existing pavement shall be sawed to a neat transverse and/or longitudinal line to permit proper joining. This work is considered subsidiary to the various bid items.

1.6 The Contractor shall use rubber-tired equipment for moving materials along or across paved surfaces and shall protect the pavement from all damage when moving equipment that is not licensed for operation on City streets.

1.7 Mixing of materials, storing of materials, storing of equipment, or repairing of equipment on top of pavement will not be permitted unless specifically authorized by the City through the Project Manager. Permission may be granted to store materials on surfaces, if in the opinion of the Project Manager, no damage or discoloration will result.

1.8 The Contractor shall provide continuous supervision of construction and a superintendent shall be on the project site at all times during working hours.

1.9 Quantities are estimated. It is the Contractor's responsibility to check quantities which will be approved by the Engineer. Quantities will be verified by Contractor before work begins. Square yards will include radius and cul-de-sacs.

1.10 The Contractor will get prior approval for all stockpile sites for construction in writing from the Project Manager's approval prior to stock piling materials.

1.11 The Contractor will furnish all labor, material and equipment to complete the work.

1.12 No excavations for flexible pavement repair shall remain open overnight. Work must be prosecuted in a manner which all excavations are fully repaired and open to traffic by the end of each working day.

2. TRAFFIC CONTROL PLAN/TRAFFIC CONTROL IMPLEMENTATION

2.1 Traffic Control Plan:
2.1.1 Basis of Measurement: Lump Sum
2.1.2 Basis of Payment: Payment for Traffic Control Plan shall be made at the lump sum bid for "Traffic Control Plan". Payment for all work prescribed under this item shall be full compensation for the Traffic Control Plan including all preparation, submittals, updates and revisions.

2.2 Traffic Control Implementation:
2.2.1 Basis of Measurement: Lump Sum
2.2.2 Basis of Payment: Includes all aspects of implementing the Plan throughout the Project.

2.3 The Contractor will be responsible for erecting and maintaining all barricades, flaggers, signs and other devices necessary to protect the public and maintain traffic flow when he is working in or adjacent to the public right-of-way.

2.4 The Contractor shall regulate all construction activities and equipment so as to cause a minimum of inconvenience to the traveling public. At points where it is necessary for trucks to stop, load, or unload, provide warning signs and flaggers to protect the traveling public.

2.5 All flagmen shall be equipped with communications devices (i.e., 2-way radios).

2.6 TCP must be developed to address the specific conditions of the planned construction work location. The roadway may not be closed to local traffic except for very short duration(s). i.e. during crack seal operations, seal coat operations, scrub seal operations, fog seal operations or final surface HMAC operations.

2.7 Roadways at intersections may not be closed to thru traffic except for short duration(s). i.e. during crack seal operations, seal coat operations, scrub seal operations, fog seal operations or final surface HMAC operations.

2.8 Traffic control shall conform to applicable requirements of the Texas Manual of Uniform Traffic Control Devices (TMUTCD)(latest edition). Adequate signs,

barricades, flag personnel, etc. shall be erected and maintained in full compliance with the TMUTCD.

2.9 TCP's may utilize TMUTCD typical applications such as TA-8 (for intersections), TA-18 or TA-20.

3. SEAL COAT

3.1 Asphalt Oils and Emulsions shown on bid tabs will be used unless otherwise approved in writing by the Engineer. Coverstone will be as shown on bid unless otherwise approved by the Engineer in writing. All aggregates are to be SAC-B.

3.2 Open Season for application of asphalt oils and emulsions is from May 1 through October 1. No seal coat surface treatment shall be placed between October 1 and May 1.

3.3 The Contractor shall furnish samples of materials to the City for testing prior to application to the roadway. The City shall, at any time during construction, perform random testing throughout the construction period.

3.4 The Contractor shall have access to a minimum of four (4) 10-yard dump trucks, or six (6) 5-yard dump trucks.

3.5 The Contractor shall have a distributor with the capability of applying 22' maximum width.

3.6 Overweight trucks will NOT be permitted to supply the chip spreader.

3.7 All excess/unused material shall be removed from all work site areas within thirty (30) days or it will become property of City of Bastrop.

3.8 The Contractor shall have a minimum of (12) "Loose Gravel" signs available for posting during construction.

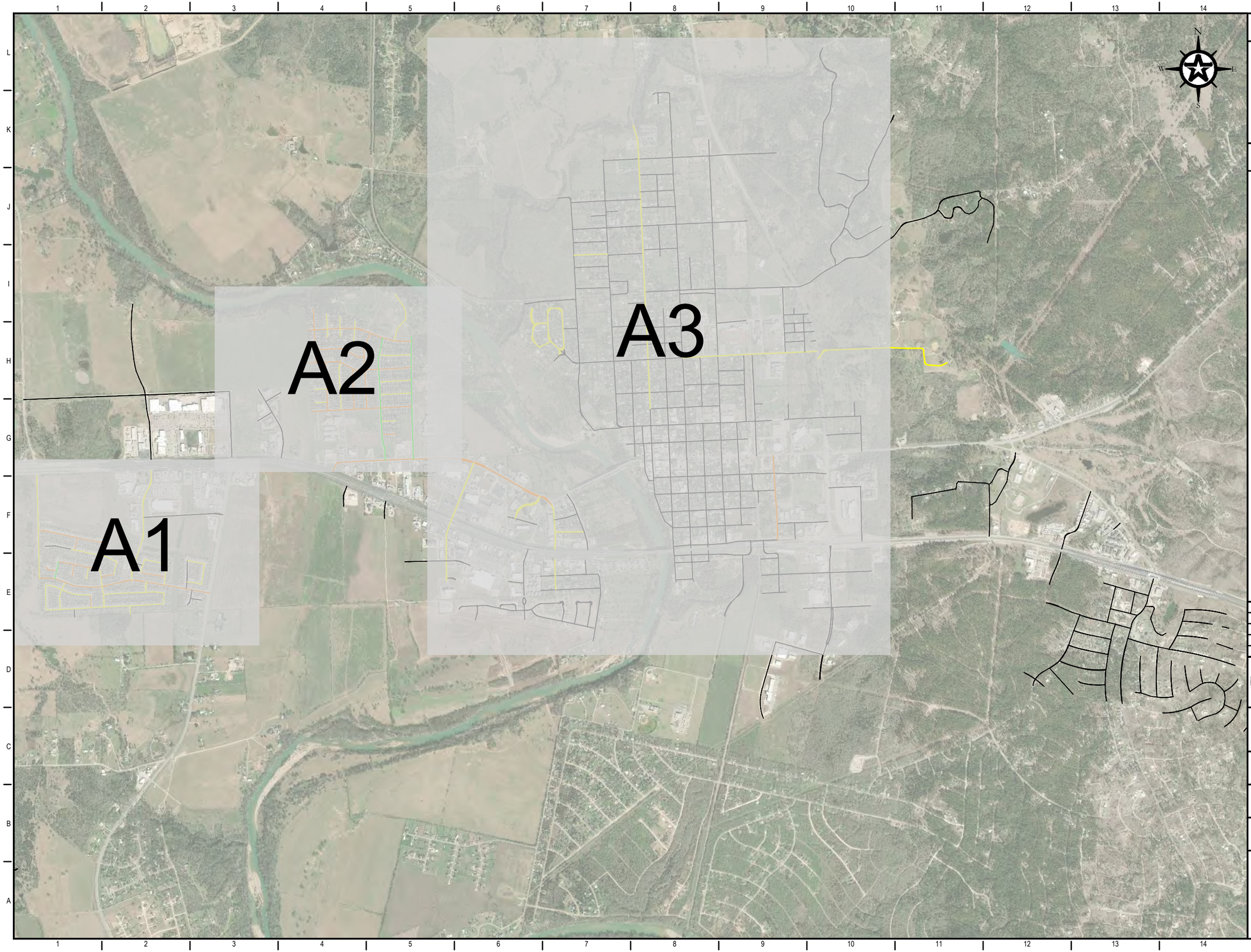
3.9 The Contractor shall set his own shots and station numbers as needed throughout each section of the project. Asphalt and aggregate rates shall be conveyed and agreed upon by Project Manager prior to shots beginning. Asphalt rates and aggregate rates shown in bid documents are to be considered average rates.

3.10 Contractor shall protect adjacent sections at beginning and ending shots with paper. Additionally, all manhole covers, valve covers, etc. shall be protected from asphalt during surface treatment operations.

3.11 Protect all existing curbs, concrete valley gutters, and other exposed concrete surfaces within the limits of the projects as much as practical from asphalt materials by any method that is acceptable to the Project Manager. Contractor shall be

required to remove any excess asphalt materials deposited on these surfaces in a manner approved by the Project Manager at the Contractor's expense.

3.12 Wind velocities in excess of 20 mph shall be considered as inclement weather and work will be suspended. Wind velocities will be determined at the nearest airport to the work area.



LEGEND

- CRACK SEAL ONLY (TxDOT 712)
- 4" FLEXIBLE PAVEMENT REPAIR ONLY (TxDOT 351)
- 4" FLEXIBLE PAVEMENT REPAIR AND CRACK SEAL (TxDOT 351 & TxDOT 712)

GENERAL NOTES

1. CRACK SEAL WORK WILL BE SUBSEQUENT TO FLEXIBLE PAVEMENT REPAIR WHEN BOTH ACTIVITIES REQUIRED ON SAME STREET.

REV.	DESCRIPTION	DATE

Walker Partners
engineers ★ surveyors
T.B.P.E. Registration No. 8053

CITY OF BASTROP

2019 MAINTENANCE PROGRAM

STREETS MAINTENANCE OVERVIEW

09/12/19
DATE

R. Alan Munger, PE
R. ALAN MUNGER

STATE OF TEXAS
R. ALAN MUNGER
65341
REGISTERED
ENGINEER

PM	RAM
DESIGNED	RAM
DRAFTED	KPD/MPP
CHECKED	RAM
PROJECT NO.	4-01126

DRAWING NO.
A

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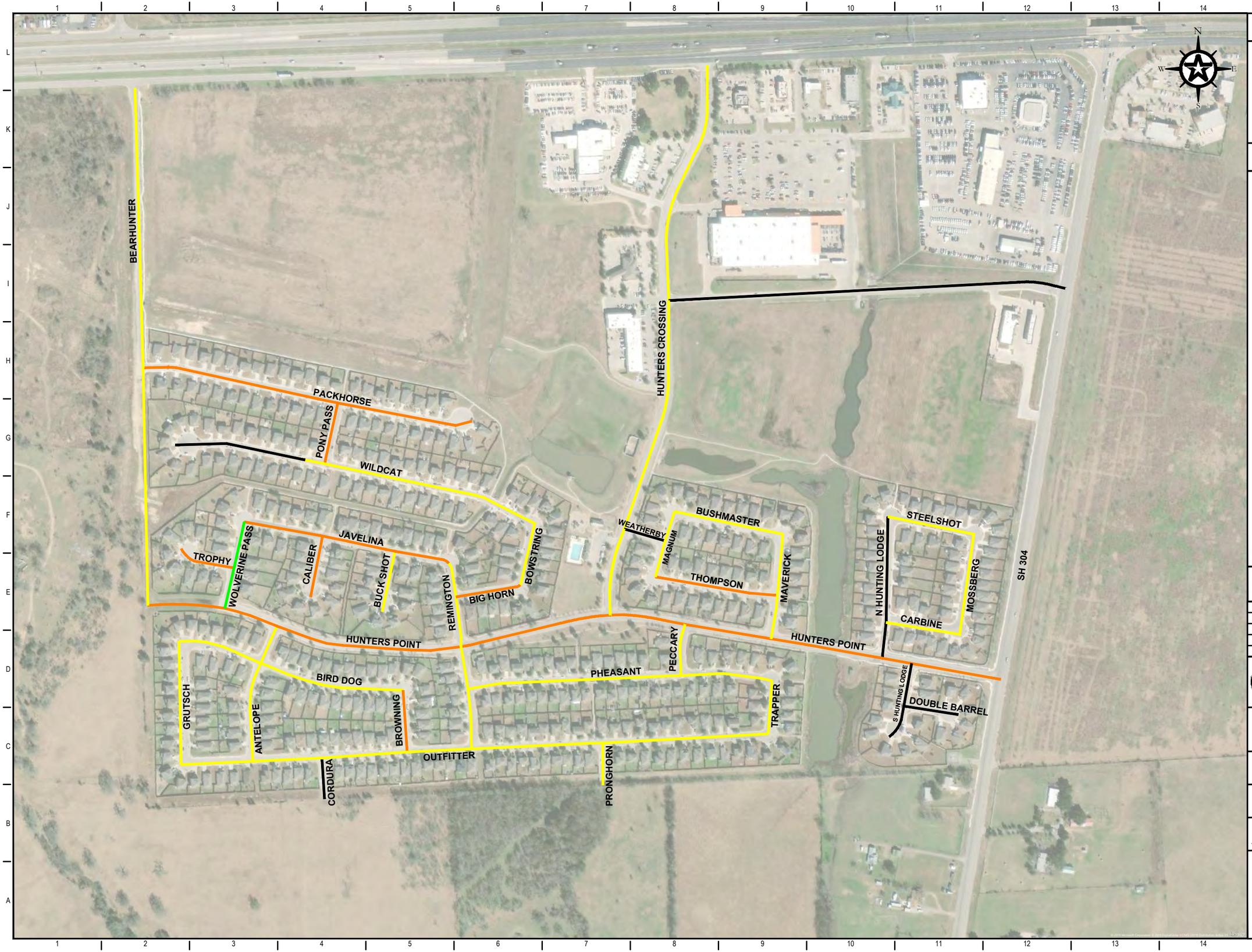

LEGEND

- CRACK SEAL ONLY (TxDOT 712)
- 4" FLEXIBLE PAVEMENT REPAIR ONLY (TxDOT 351)
- 4" FLEXIBLE PAVEMENT REPAIR AND CRACK SEAL (TxDOT 351 & TxDOT 712)

GENERAL NOTES

1. CRACK SEAL WORK WILL BE SUBSEQUENT TO FLEXIBLE PAVEMENT REPAIR WHEN BOTH ACTIVITIES REQUIRED ON SAME STREET.

0 100 200 400
GRAPHIC SCALE (FEET)

REV.	DESCRIPTION	DATE

Walker Partners engineers ★ surveyors
T.B.P.E. Registration No. 8053

CITY OF BASTROP

2019 MAINTENANCE PROGRAM

STREETS MAINTENANCE MAP A1

09/12/19
DATE

R. Alan Munger, PE
R. ALAN MUNGER

STATE OF TEXAS
R. ALAN MUNGER
65341
REGISTERED
PROFESSIONAL ENGINEER

PM	RAM
DESIGNED	RAM
DRAFTED	KPD/MPP
CHECKED	RAM
PROJECT NO.	4-01126

DRAWING NO.
A1

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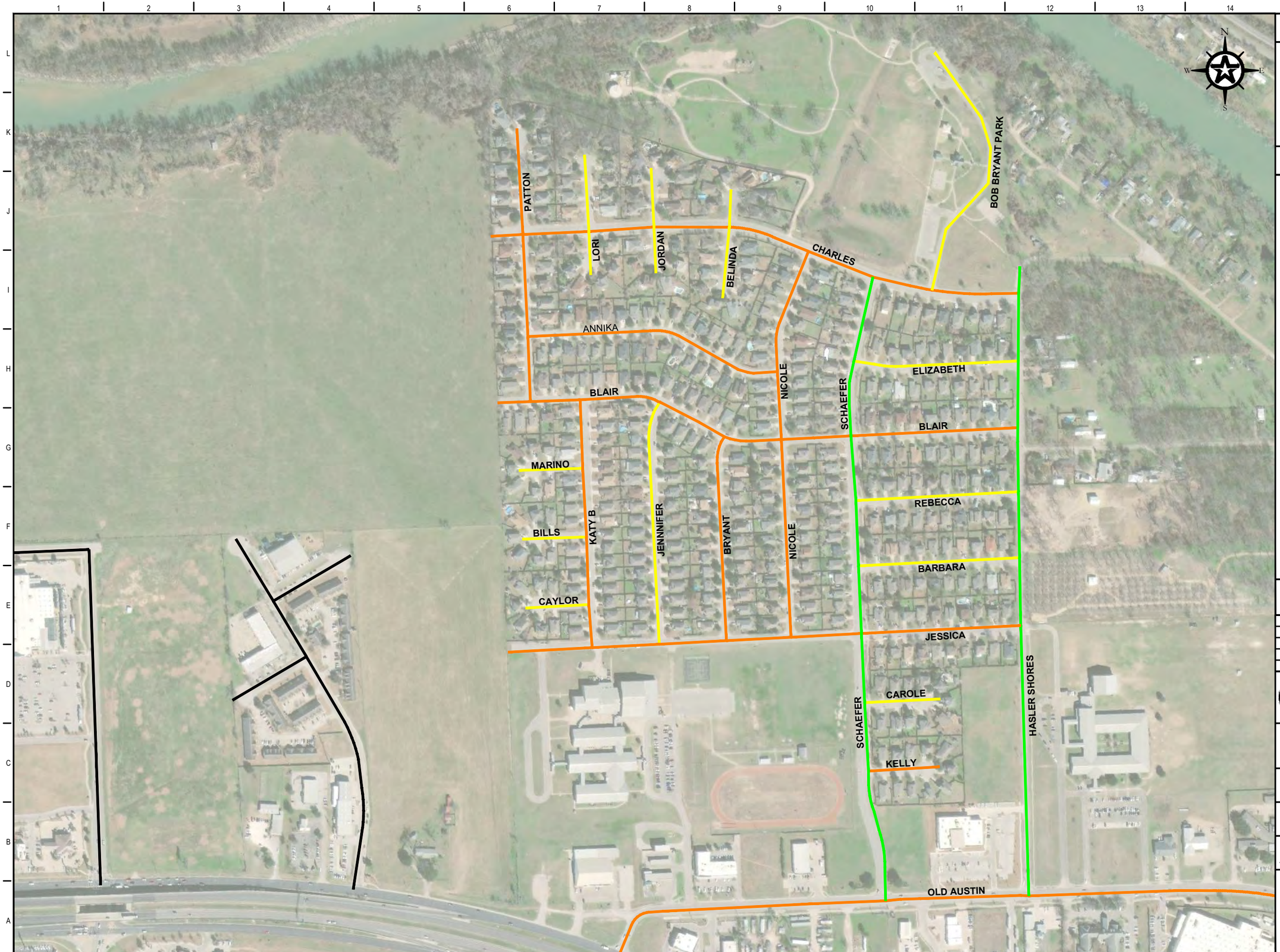

LEGEND

- CRACK SEAL ONLY (TxDOT 712)
- 4" FLEXIBLE PAVEMENT REPAIR ONLY (TxDOT 351)
- 4" FLEXIBLE PAVEMENT REPAIR AND CRACK SEAL (TxDOT 351 & TxDOT 712)

GENERAL NOTES

1. CRACK SEAL WORK WILL BE SUBSEQUENT TO FLEXIBLE PAVEMENT REPAIR WHEN BOTH ACTIVITIES REQUIRED ON SAME STREET.

0 100 200 400

GRAPHIC SCALE (FEET)

REV.	DESCRIPTION	DATE

Walker Partners
engineers ★ surveyors
T.B.P.E. Registration No. 8053

CITY OF BASTROP

2019 MAINTENANCE PROGRAM

STREETS MAINTENANCE
MAP A2

09/12/19
DATE

R. Alan Munger, PE
R. ALAN MUNGER

STATE OF TEXAS
R. ALAN MUNGER
65341
REGISTERED
PROFESSIONAL ENGINEER

PM	RAM
DESIGNED	RAM
DRAFTED	KPD/MPP
CHECKED	RAM
PROJECT NO.	4-01126

DRAWING NO.
A2

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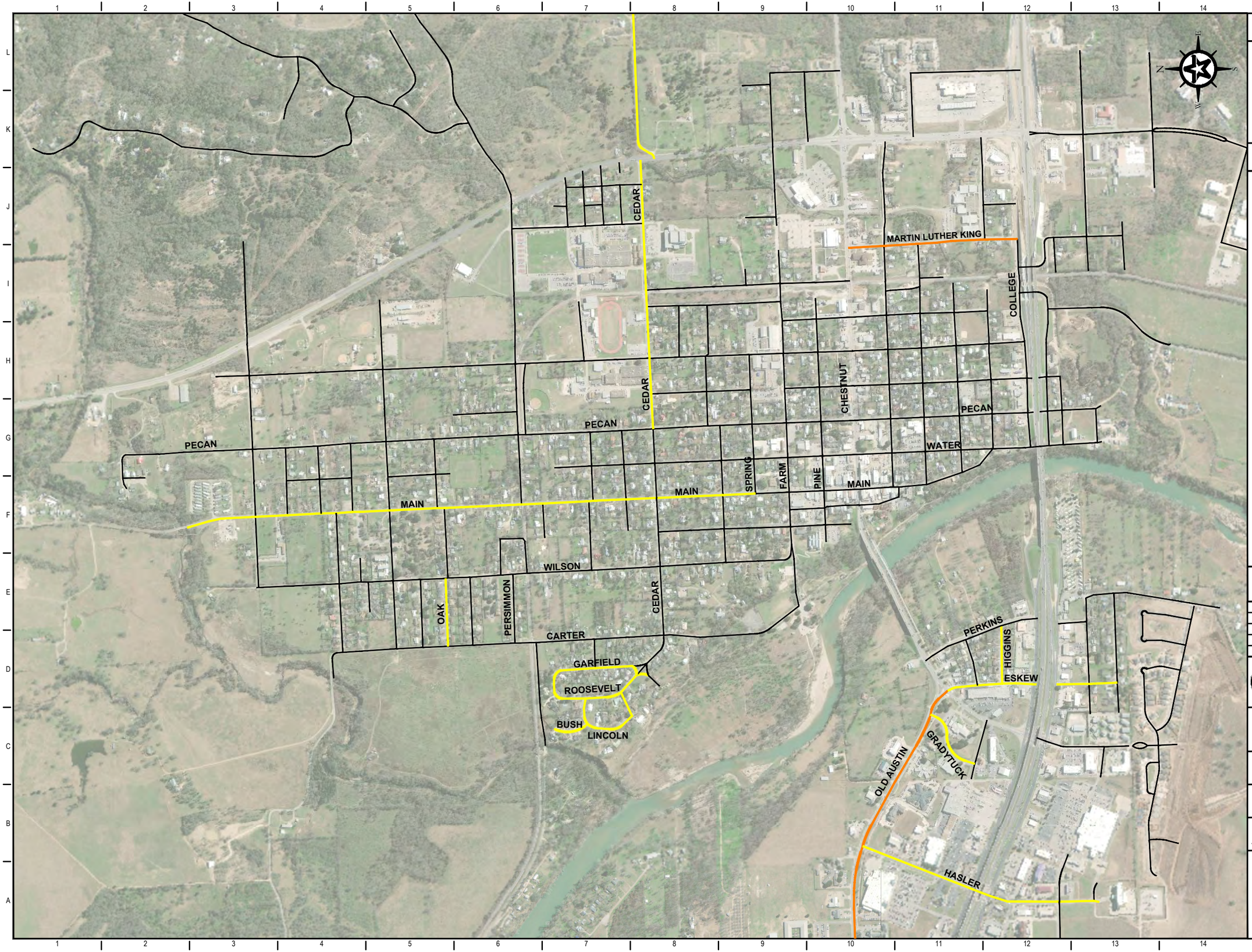

LEGEND

- CRACK SEAL ONLY (TxDOT 712)
- 4" FLEXIBLE PAVEMENT REPAIR ONLY (TxDOT 351)
- 4" FLEXIBLE PAVEMENT REPAIR AND CRACK SEAL (TxDOT 351 & TxDOT 712)

GENERAL NOTES

1. CRACK SEAL WORK WILL BE SUBSEQUENT TO FLEXIBLE PAVEMENT REPAIR WHEN BOTH ACTIVITIES REQUIRED ON SAME STREET.

0 250 500 1000

GRAPHIC SCALE (FEET)

REV.	DESCRIPTION	DATE

Walker Partners
engineers ★ surveyors
T.B.P.E. Registration No. 8053

CITY OF BASTROP

2019 MAINTENANCE PROGRAM

STREETS MAINTENANCE MAP A3

09/12/19
DATE

R. Alan Munger, PE
R. ALAN MUNGER

STATE OF TEXAS
R. ALAN MUNGER
65341
REGISTERED
ENGINEER

PIC	RAM
DESIGNED	RAM
DRAFTED	KPD/MPP
CHECKED	RAM
PROJECT NO.	4-01126

DRAWING NO.
A3

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STREETS MAINTENANCE - CRACK SEAL AND FLEXIBLE PAVEMENT REPAIR

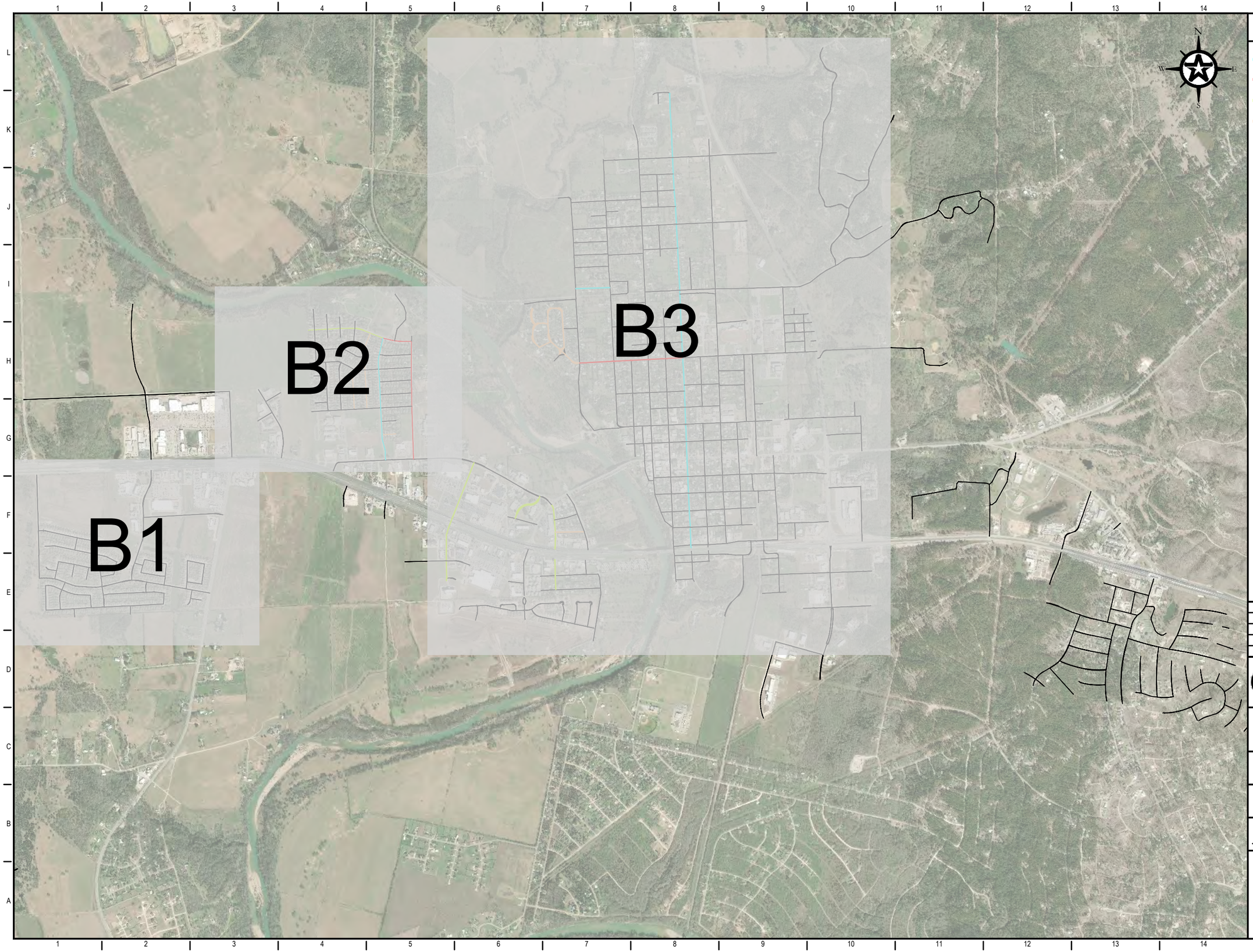
ROAD NAME	FROM	TO	LENGTH OF PAY - CRACK SEAL (L-MI)	FLEXIBLE PAVEMENT REPAIR (5 INCH DEPTH) (SY)
Map A1				
ANTELOPE	HUNTERS POINT	OUTFITTER	0.22	None
BEARHUNTER	SH 71	END	1.06	None
BIG HORN	BOWSTRING	REMINGTON	0.19	13
BIRD DOG	GRUTSCH	BROWNING	0.18	None
BOWSTRING	WILDCAT	REMINGTON	0.18	None
BROWNING	BIRD DOG	OUTFITTER	0.10	57
BUCK SHOT	END	JAVELINA	1.12	None
BUSHMASTER	MAGNUM	MAVERICK	0.20	None
CALIBER	END	JAVELINA	0.13	453
CARBINE	N HUNTING LODGE	MOSSBERG	0.13	None
CORDURA	END	OUTFITTER	None	None
DOUBLEBARREL	END	S HUNTING LODGE	None	None
GRUTSCH	BIRD DOG	OUTFITTER	0.13	None
HUNTERS CROSSING	SH 71	HUNTERS POINT	2.09	None
HUNTERS POINT	BEARHUNTER	SH 304	1.26	810
JAVELINA	WOLVERINE	REMINGTON	0.16	974
MAGNUM	BUSHMASTER	THOMPSON	0.19	None
MAVERICK	BUSHMASTER	HUNTERS POINT	0.50	None
MOSSBERG	STEELSHOT	CARBINE	0.13	None
N HUNTING LODGE	STEELSHOT	HUNTERS POINT	None	None
OUTFITTER	GRUTSCH	TRAPPER	0.83	None
PACKHORSE	BEARHUNTER	END	0.13	40
PECCARY	HUNTERS POINT	PHEASANT	0.11	None
PHEASANT	REMINGTON	TRAPPER	0.79	None
PONY PASS	PACKHORSE	WILDCAT	0.10	10
PRONGHORN	END	OUTFITTER	0.08	None
REMINGTON	JAVELINA	OUTFITTER	0.30	None
S HUNTING LODGE	HUNTERS POINT	END	None	None
STEELSHOT	N HUNTING LODGE	MOSSBERG	0.13	None
THOMPSON	MAGNUM	MAVERICK	0.31	27
TRAPPER	PHEASANT	OUTFITTER	0.19	None
TROPHY	END	WOLVERINE	0.30	353
WEATHERBY	HUNTERS CROSSING	MAGNUM	None	None
WILDCAT	END	BOWSTRING	0.40	None
WOLVERINE PASS	JAVELINA	HUNTERS POINT	None	1654
Sub Total Sheet A1			11.64	4391

STREETS MAINTENANCE - CRACK SEAL AND FLEXIBLE PAVEMENT REPAIR

ROAD NAME	FROM	TO	LENGTH OF PAY - CRACK SEAL (L-MI)	FLEXIBLE PAVEMENT REPAIR (5 INCH DEPTH) (SY)
Map A2				
ANNIKA	PATTON	NICOLE	0.59	8
BARBARA	SCHAEFFER	HASLER SHORES	0.36	NONE
BELINDA	END	END	0.07	NONE
BILLS	END	KATY B	0.02	NONE
BLAIR	END	HASLER SHORES	1.20	32
BOB BRYANT PARK	END	CHARLES	0.21	NONE
BRYANT	BLAIR	JESSICA	0.46	150
CAROLE	SCHAEFFER	END	0.15	NONE
CAYLOR	END	KATY B	0.13	NONE
CHARLES	END	HASLER SHORES	1.94	641
ELIZABETH	SCHAEFFER	HASLER SHORES	0.37	NONE
HASLER SHORES	END	OLD AUSTIN	NONE	364
JENNIFER	BLAIR	JESSICA	0.52	NONE
JESSICA	END	HASLER SHORES	1.49	224
JORDAN	END	END	0.20	NONE
KATY B	BLAIR	JESSICA	0.23	4
KELLY	SCHAEFFER	END	0.18	8
LORI	END	END	0.08	NONE
MARINO	END	KATY B	0.14	NONE
NICOLE	CHARLES	JESSICA	0.89	703
OLD AUSTIN HIGHWAY	SH 71	LP 150	4.24	648
PATTON	END	BLAIR	0.08	46
REBECCA	SCHAEFFER	HASLER SHORES	0.37	NONE
SCHAEFFER	CHARLES	OLD AUSTIN	NONE	245
Sub Total Sheet A2			13.92	3073

STREETS MAINTENANCE - CRACK SEAL AND FLEXIBLE PAVEMENT REPAIR

ROAD NAME	FROM	TO	LENGTH OF PAY - CRACK SEAL (L-MI)	FLEXIBLE PAVEMENT REPAIR (5 INCH DEPTH) (SY)
Map A3				
BUSH	END	LINCOLN	0.20	NONE
CEDAR	PECAN	RR	0.58	NONE
CEDAR	RR	SH 95	0.60	NONE
CEDAR	SH 95	HOUSTON	0.49	NONE
ESKEW	LP 150	SH 71	0.43	NONE
ESKEW	SH 71	MAYNARD	0.25	NONE
GRADYTUCK	OLD AUSTIN	HOSPITAL	0.52	NONE
HASLER	OLD AUSTIN	SH 71	1.00	NONE
HASLER	SH 71	END	0.97	NONE
HIGGINS	ESKEW	PERKINS	0.21	NONE
LINCOLN	ROOSEVELT	ROOSEVELT	0.53	NONE
MAIN	BRIDGE	RR	1.38	NONE
MAIN	RR	SPRING	1.28	NONE
MARTIN LUTHER KING	CHESTNUT	COLLEGE	0.70	444
OAK	CARTER	WILSON	0.36	NONE
ROOSEVELT - GARFIELD	CEDAR	CEDAR	0.94	NONE
Sub Total Sheet A3			10.44	444
TOTAL			36.00	7908.00



LEGEND

- SEAL COAT (TxDOT 316)
- SCRUB SEAL (TxDOT 3005)
- FOG SEAL (TxDOT 315)
- FRICTIONAL ASPHALTIC SURFACE PRESERVATION TREATMENT (TxDOT 3028)

REV.	DESCRIPTION	DATE

Walker Partners
engineers ★ surveyors
T.B.P.E. Registration No. 8053

CITY OF BASTROP

2019 MAINTENANCE PROGRAM

PREVENTATIVE MAINTENANCE OVERVIEW

09/12/19
DATE

R. Alan Munger, PE
R. ALAN MUNGER

STATE OF TEXAS
R. ALAN MUNGER
65341
REGISTERED
ENGINEER

PM	RAM
DESIGNED	RAM
DRAFTED	KPD/MPP
CHECKED	RAM
PROJECT NO.	4-01126

DRAWING NO.
B

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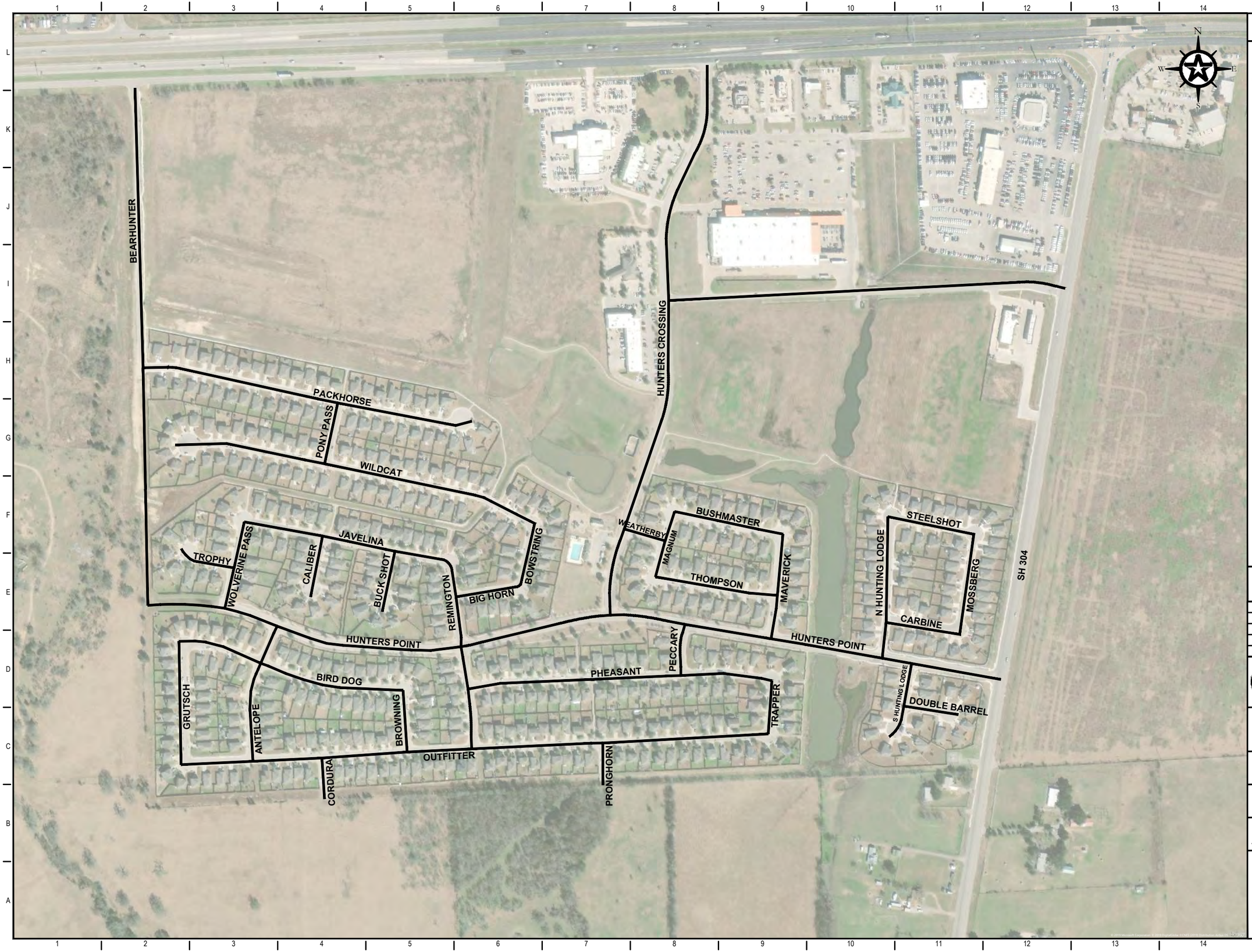

LEGEND

- SEAL COAT (TxDOT 316)
- SCRUB SEAL (TxDOT 3005)
- FOG SEAL (TxDOT 315)
- FRICTIONAL ASPHALTIC SURFACE PRESERVATION TREATMENT (TxDOT 3028)

0 100 200 400

GRAPHIC SCALE (FEET)

REV.	DESCRIPTION	DATE

Walker Partners
engineers ★ surveyors
T.B.P.E. Registration No. 8053

CITY OF BASTROP

2019 MAINTENANCE PROGRAM

PREVENTATIVE MAINTENANCE MAP B1

09/12/19
DATE

R. Alan Munger, PE
R. ALAN MUNGER

STATE OF TEXAS
R. ALAN MUNGER
65341
REGISTERED
PROFESSIONAL ENGINEER

PM	RAM
DESIGNED	RAM
DRAFTED	KPD/MPP
CHECKED	RAM
PROJECT NO	4-01126

DRAWING NO.
B1

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LEGEND

- SEAL COAT (TxDOT 316)
- SCRUB SEAL (TxDOT 3005)
- FOG SEAL (TxDOT 315)
- FRICTIONAL ASPHALTIC SURFACE PRESERVATION TREATMENT (TxDOT 3028)

GENERAL NOTES

1. FOG SEAL (CSS-1) SHALL BE PLACED AT ALL FLEXIBLE PAVEMENT REPAIRS PRIOR TO PLACEMENT OF SCRUB SEAL.

0 100 200 400

GRAPHIC SCALE (FEET)

REV.	DESCRIPTION	DATE

Walker Partners
engineers ★ surveyors
T.B.P.E. Registration No. 8053

CITY OF BASTROP

2019 MAINTENANCE PROGRAM

PREVENTATIVE MAINTENANCE MAP B2

09/12/19
DATE

R. Alan Munger, PE
R. ALAN MUNGER

STATE OF TEXAS
R. ALAN MUNGER
65341
REGISTERED
PROFESSIONAL ENGINEER

PM	RAM
DESIGNED	RAM
DRAFTED	KPD/MPP
CHECKED	RAM
PROJECT NO.	4-01126

DRAWING NO.
B2

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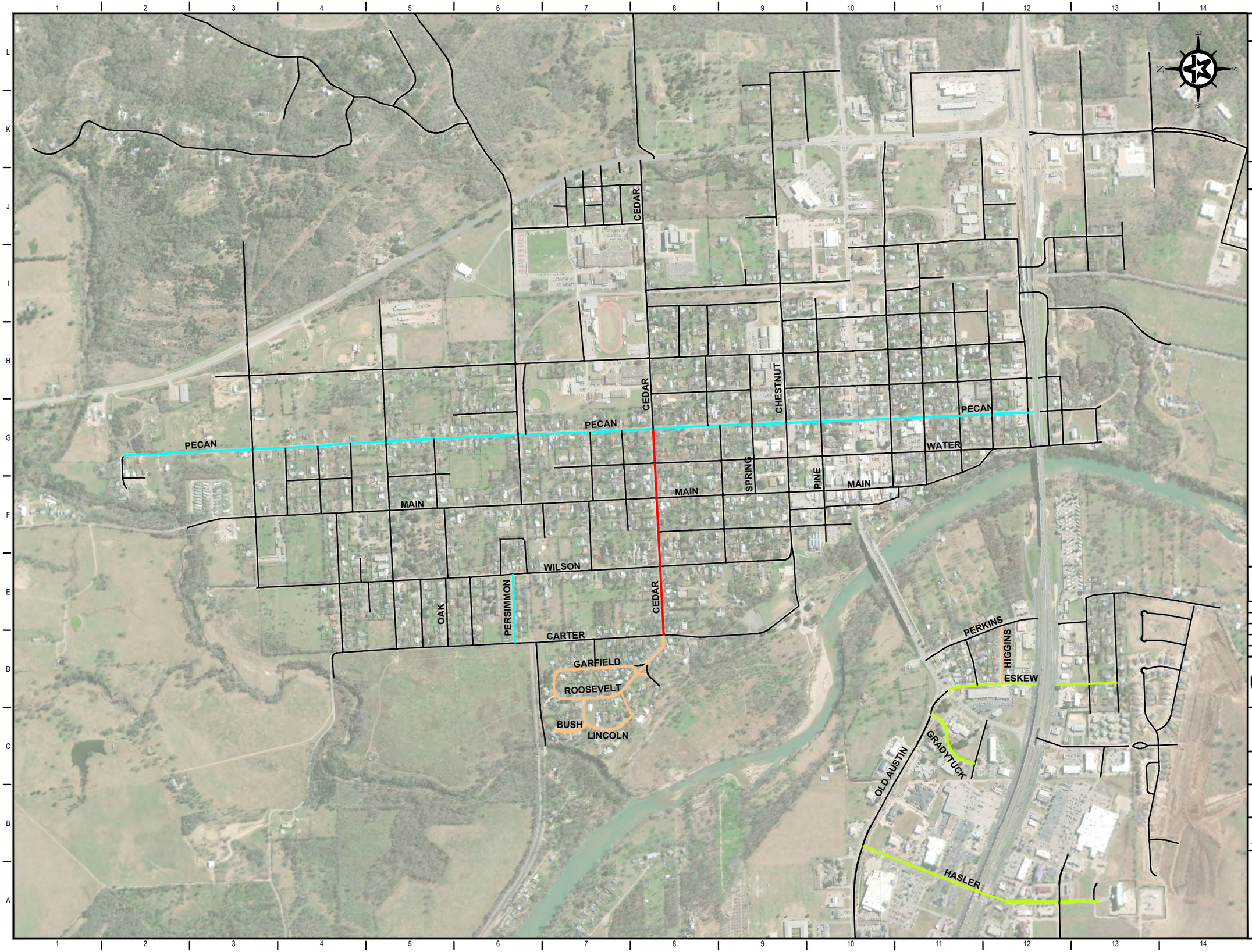

LEGEND

- SEAL COAT (TxDOT 316)
- SCRUB SEAL (TxDOT 3005)
- FOG SEAL (TxDOT 315)
- FRICTIONAL ASPHALTIC SURFACE PRESERVATION TREATMENT (TxDOT 3028)

GENERAL NOTES

1. FOG SEAL (CSS-1) SHALL BE PLACED AT ALL FLEXIBLE PAVEMENT REPAIRS PRIOR TO PLACEMENT OF SCRUB SEAL.

0 250 500 1000

GRAPHIC SCALE (FEET)

REV.	DESCRIPTION	DATE

Walker Partners
engineers ★ surveyors
T.B.P.E. Registration No. 8053

CITY OF BASTROP

2019 MAINTENANCE PROGRAM

PREVENTATIVE MAINTENANCE MAP B3

09/12/19
DATE

R. Alan Munger, PE
R. ALAN MUNGER

STATE OF TEXAS
R. ALAN MUNGER
65341
REGISTERED
PROFESSIONAL ENGINEER

PM	RAM
DESIGNED	RAM
DRAFTED	KPD/MPP
CHECKED	RAM
PROJECT NO.	4-01126

DRAWING NO.
B3

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PREVENTATIVE MAINTENANCE - SEAL COAT TREATMENT (AC-20 TR with TY PB GRADE 4 TRAP ROCK)

ROAD NAME	FROM	TO	LENGTH (FT)	WIDTH (FT)	AREA (SY)
Map B1					
NONE	NONE	NONE			0
Map B2					
SCHAEFFER	CHARLES	OLD AUSTIN	2731	41.5	12592.94
Map B3					
PECAN	MESQUITE	RR	3009	24	8024
PECAN	RR	CHESTNUT	3770	27	11310
PECAN	CHESTNUT	SH 71 WBFR	1925	35	7486.111
PERSIMMON	WILSON	CARTER	744	28	2314.667
Sub Total SEAL COAT					41727.72

PREVENTATIVE MAINTENANCE - SCRUB SEAL TREATMENT (CMS-2P with TY B GR 4 TRAP ROCK AGGR)

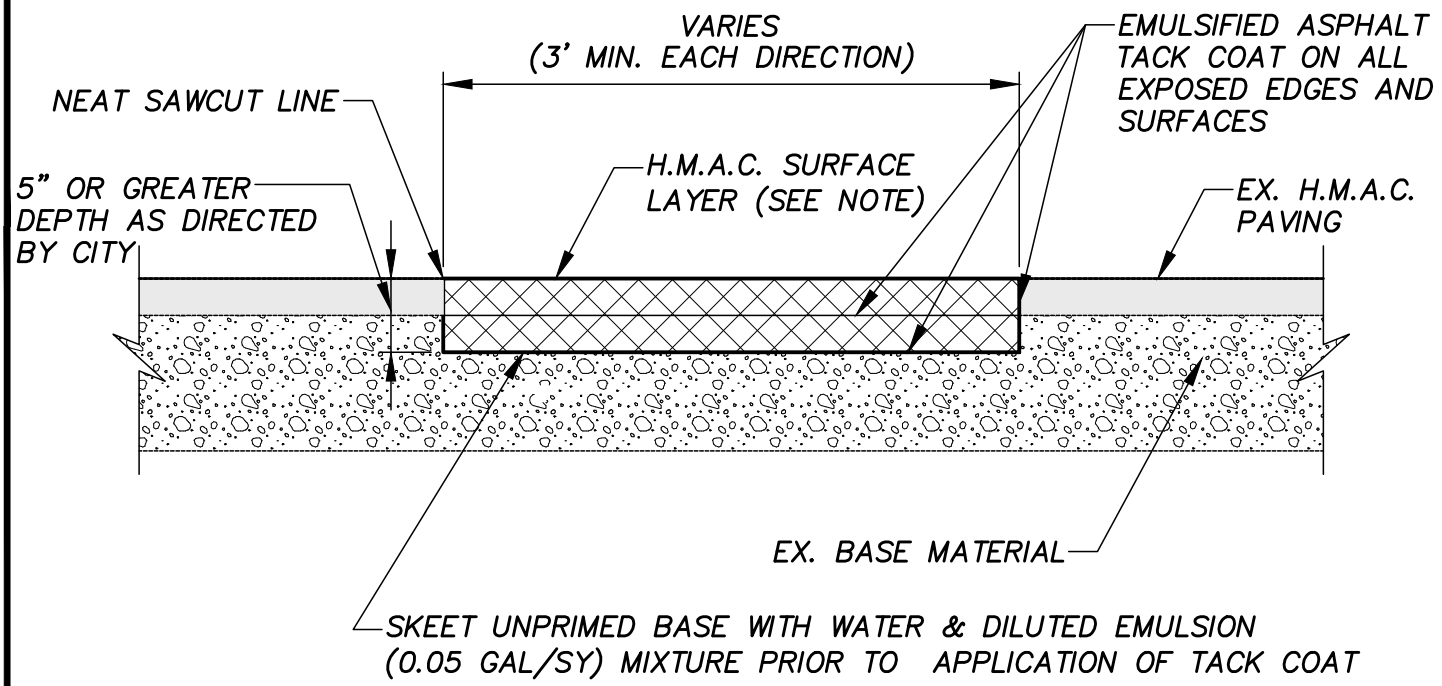
ROAD NAME	FROM	TO	LENGTH (FT)	WIDTH (FT)	AREA (SY)
Map B1					
NONE	NONE	NONE	0	0	0
Map B2					
CHARLES	SCHAEFFER	HASLER SHORES	670	47	3498.889
HASLER SHORES	CHARLES	OLD AUSTIN	2656	23	6787.556
Map B3					
CEDAR	CARTER	PECAN	2347	28	7301.778
Sub Total SCRUB SEAL					17588.22

PREVENTATIVE MAINTENANCE - FRICTIONAL ASPHALTIC SURFACE PRESERVATION TREATMENT

ROAD NAME	FROM	TO	LENGTH (FT)	WIDTH (FT)	AREA (SY)
Map B1					
NONE	NONE	NONE	0	0	0
Map B2					
BRYANT	BLAIR	JESSICA	868	28	2700.444
KELLY	SCHAEFFER	END	220	27	1185
NICOLE	CHARLES	JESSICA	1695	28	5273.333
Map B3					
BUSH	END	LINCOLN	317	28	1264.222
CEDAR	GARFIELD	CARTER	371	28	1154.222
HIGGINS	ESKEW	PERKINS	631	28	1963.111
LINCOLN	ROOSEVELT	ROOSEVELT	1158	28	3602.667
ROOSEVELT - GARFIELD	CEDAR	CEDAR	2480	28	7715.556
Sub Total (FASPT)					24858.56

PREVENTATIVE MAINTENANCE - FOG SEAL (CMS-1PF)

ROAD NAME	FROM	TO	LENGTH (FT)	WIDTH (FT)	AREA (SY)
Map B1					
NONE	NONE	NONE	0	0	0
Map B2					
CHARLES	END	SCHAEFFER	1714	47	8950.889
Map B3					
ESKEW	LP 150	SH 71	925	28	2877.778
ESKEW	SH 71	MAYNARD	664	19	1401.778
GRADYTUCK	OLD AUSTIN	HOSPITAL	794	34	2999.556
HASLER	OLD AUSTIN	SH 71	1112	36	5482
HASLER	SH 71	END	1223	36	4892
Sub Total (FOG SEAL CMS-1PF)					26604



NOTE

1. REPLACEMENT H.M.A.C. SURFACE LAYER SHALL BE OF TYPE AND THICKNESS BASED ON DEPTH OF REPAIR.

   - REPAIRS OF 5" DEPTH OR LESS MAY CONSIST OF A SINGLE COMPACTED LIFT OF TYPE B ASPHALT (TxDOT ITEM 340).

   - REPAIRS OF GREATER THAN 5" DEPTH SHALL CONSIST OF TWO COMPACTED LIFTS. SURFACE COURSE MAY CONSIST OF 2" MIN. DEPTH OF TYPE D OR TYPE C ASPHALT (TxDOT ITEM 340).



R. Alan Munger, PE

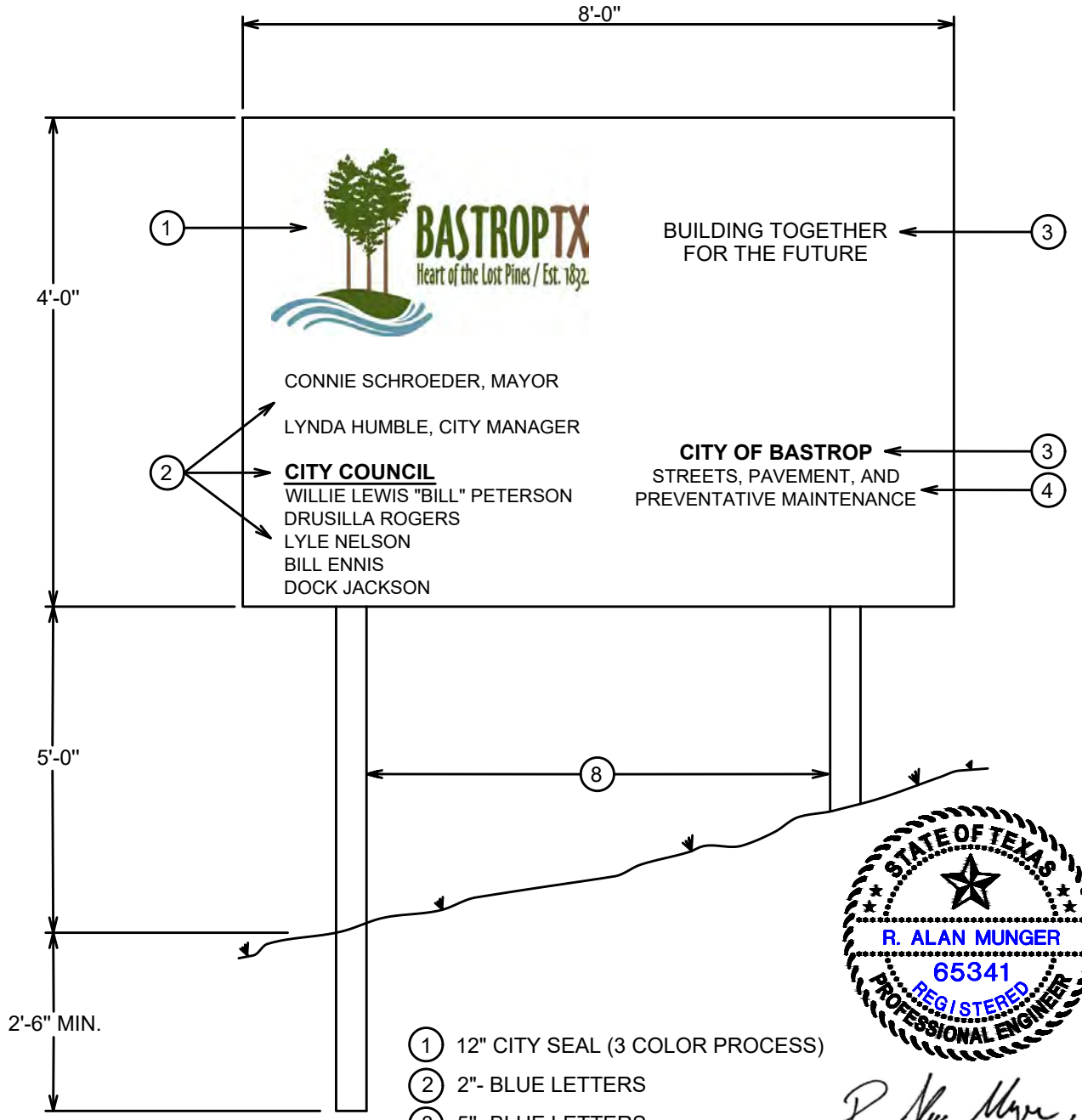
FLEXIBLE PAVEMENT REPAIR DETAIL

SCALE: N.T.S.

Walker Partners
engineers ★ surveyors
T.B.P.E. Registration No. 8053

CLIENT NAME: CITY OF BASTROP
PROJECT NAME: STREETS MAINTENANCE
PROJECT NUMBER: 4-01126
DATE: 09/12/19
REVISION: NA

C001



STATE OF TEXAS
R. ALAN MUNGER
65341
REGISTERED
PROFESSIONAL ENGINEER

R. Alan Munger, PE

1. 12" CITY SEAL (3 COLOR PROCESS)
2. 2"- BLUE LETTERS
3. 5"- BLUE LETTERS
4. 3"- BLUE LETTERS
5. WHITE BACKGROUND ON PLYWOOD, NON-REFLECTIVE. PAINT REQUIREMENTS FOR BACKGROUND AND POST, BLUE TONED WHITE 93-21667 CROSS ALLEN OR EQUAL.
6. 4"X4" CLASS 6 WOOD POST PAINTED WHITE

NOTES:
1. ALL MATERIALS SHALL BE FURNISHED BY THE CONTRACTOR.
2. IF SIGN IS USED IN PHASED CONSTRUCTION, POSTS SHALL BE MOUNTED ON SKIDS. SEE STANDARD 804S-5, SHEET 5 OF 13.
3. SIGN MUST BE IN COLOR.

8'X4' C.I.P. BUILDING PROJECT SIGN

SCALE: N.T.S.

Walker Partners
engineers ★ surveyors
T.B.P.E. Registration No. 8053

CLIENT NAME: CITY OF BASTROP
PROJECT NAME: STREETS MAINTENANCE
PROJECT NUMBER: 4-01126
DATE: 09/12/19
REVISION: NA

C002

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 9G

TITLE:
Consider action to approve Resolution No. R-2019-114 of the City Council of the City of Bastrop, Texas approving the Third Amendment to Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of the Colony Municipal Utility District No. 1 as attached in Exhibit A; Authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:
The City of Bastrop previously entered into a "Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be created by the Division of the Colony Municipal Utility District No. 1" on February 23, 2004, which provided for the creation of the Original District, the division of the Original District into Successor Districts, and a regulatory process for the development of ±1491.04 acres of land within the City's extraterritorial jurisdiction.

The City of Bastrop subsequently entered into a "First Amendment to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be created by the Division of the Colony Municipal Utility District No. 1" on June 14, 2016, and a "Second Amendment" on November 7, 2017.

At the time that the Original Consent Agreement was entered into, the Parties anticipated that the Project would develop relatively quickly and, therefore, the Original Consent Agreement provided that the Project would generally "vest" on a phase by phase basis. Due to significant economic downturn in the mid to late 2000s to the early 2010s, changes in market conditions, and other factors, development of the Project proceeded more slowly that originally contemplated. It is now projected that it will be many years before the Project is fully developed.

The Parties now recognize and acknowledge that the development history of and full build-out horizon for the Project are such that the Project would benefit from the certainty and predictability of stable development of the Project to full build-out over a several-year period and, thus, desire to amend the Consent Agreement from 2,300 service equivalent units (S.U.E. 's) to 4,300 S.U.E.'s.

POLICY EXPLANATION:
The Local Government Code allow municipalities to authorize Municipal Utility Districts with in the extraterritorial jurisdictions

FUNDING SOURCE:
N/A.

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-114 of the City Council of the City of Bastrop, Texas approving the Third Amendment to Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of the Colony Municipal Utility District No. 1 as attached in Exhibit A; Authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Third Amendment to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of the Colony Municipal Utility District No. 1
- 2019-08 Consent Master Plan for 3rd Amendment

RESOLUTION NO. R-2019-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE THIRD AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRCIT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISON OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDNG FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop previously entered into a "Consent for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of the Colony Municipal Utility District No. 1: on February 23, 2004; and

WHEREAS, the City of Bastrop City entered into a "First Amendment to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of the Colony Municipal District No. 1" on June 14, 2016; and

WHEREAS, the City of Bastrop entered into a "Second Amendment to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of the Colony Municipal District No. 1" on November 7, 2017; and

WHEREAS, development of the Project has proceeded more slowly than originally contemplated; and

WHEREAS, the Parties now recognize and acknowledge that the development history of and full build-out horizon for the Project are such that the Project would benefit from the certainty and predictability of stable development of the Project to full build-out over a several year period and, thus, desire to amend the Consent Agreement accordingly.

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 approves the Third Amendment to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of the Colony Municipal Utility District No.1, as attached in Exhibit A.

Section 2. The City Manager is hereby authorized to execute the Third Amendment to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of the Colony Municipal Utility District No.1.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of November, 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

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

This **THIRD AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1** (this "*Amendment*") is entered into effective as of _____, 2019 among the **CITY OF BASTROP, TEXAS**, a Texas municipal corporation located in Bastrop County (the "*City*"); **HUNT COMMUNITIES BASTROP, LLC**, a Delaware limited liability company ("*Hunt*" or the "*Developer*"); and **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1A** ("*District 1A*"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1B** ("*District 1B*"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1C** ("*District 1C*"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1D** ("*District 1D*"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1E** ("*District 1E*"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1F** ("*District 1F*"), and **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1G** ("*District 1G*"), each of which is a political subdivision of the State of Texas created by division of The Colony Municipal Utility District No. 1 (the "*Original District*") and operating under the provisions of Chapters 49 and 54, Texas Water Code. In this Agreement, District 1A, District 1B, District 1C, District 1D, District 1E, District 1F, and District 1G are sometimes referred to individually as a "*Successor District*" and all of the Successor Districts are sometimes referred to collectively as the "*Successor Districts*". The City, the Developer, and the Successor Districts are sometimes referred to herein collectively as the "*Parties*" and individually as a "*Party*".

RECITALS

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

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

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

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

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

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

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

WHEREAS, the City, Hunt, and the Successor Districts later entered into a Second Amendment to Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of the Colony Municipal Utility District No. 1 dated effective as of November 7, 2017 (the "*Second Amendment*") to further amend the Original Consent Agreement to (i) modify the lot standards approved in the First Amendment in order to incorporate a new category for single family attached product; (ii) establish certain minimum building standards for the single-family residential uses within the Project; (iii) ratify the City's prior consent to the annexation of the so-called Isbell and Archer tracts into District 1A; and (iv) establish a procedure for administrative approval by City staff of future amendments that are minor in nature (the Original Consent Agreement as amended by the First Amendment and the Second Amendment being referred to herein collectively as the "*Consent Agreement*");

WHEREAS, at the time that the Original Consent Agreement was entered into, the Parties anticipated that the Project would develop relatively quickly and, therefore, the Original Consent Agreement provided that the Project would generally "vest" on a phase by phase basis;

WHEREAS, due to a significant economic down-turn in the mid to late 2000s to the early 2010s, changes in market conditions, and other factors, development of the Project proceeded more slowly than originally contemplated;

WHEREAS, although the Developer is now actively developing additional phases of the Project and has prepared a revised development plan for the remaining undeveloped portions of the Project that, among other things, contemplates a variety of home products and emphasizes connectivity and the natural beauty of the land, it is nevertheless projected that it will be many years before the Project is fully developed; and

WHEREAS, Parties now recognize and acknowledge that the development history of and full build-out horizon for the Project are such that the Project would benefit from the certainty and predictability of stable development standards that will facilitate and promote the uniform planning and development of the Project to full build-out over a several-year period and, thus, desire to amend the Consent Agreement accordingly;

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

AGREEMENT

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

2. Vesting for Remainder of Project. The City and the Developer agree that the Project will be developed generally in accordance with the master development plan and road network plan attached as **Exhibit "A"** (the "*Project Master Plan*"), and that the Developer has vested authority to develop the Project under Chapter 245 of the Texas Local Government Code as provided herein. Notwithstanding anything in the Consent Agreement to the contrary, the Vesting Date for all Phases of the Project that have not been final platted as of the effective date of this Amendment (the "*Undeveloped Phases*") will be July 1, 2019, and the Applicable Rules for all Undeveloped Phases will be the City Rules in effect in the City's extraterritorial jurisdiction on July 1, 2019, as modified by any approvals, variances, waivers, and exceptions to such rules approved by the City. The Vesting Date and Applicable Rules for all Phases final platted prior to the effective date of this Amendment, will continue to be determined as originally provided under Section 2.01 of the Consent Agreement. To the extent that any current or future City Rules conflict with the Consent Agreement, as amended hereby, the terms of the Consent Agreement, as amended by this Amendment, will control.

3. Maximum Density. Notwithstanding anything in the Consent Agreement to the contrary, the maximum number of living unit equivalents within the Project will not exceed 4,300 without the City's prior approval.

4. No City Services. The Parties acknowledge that, unless specifically agreed otherwise, the City will not provide any municipal-type services (*e.g.*, utility service, streets, solid waste collection, etc.) to the Project. The streets within the Project will be dedicated to Bastrop County or a property association ("*POA*") for operation and maintenance, and local streets off main collector roadways may be gated. Additionally, Sam Houston Drive and Eight Oaks Drive may be gated in the locations generally depicted on the Project Master Plan in order to restrict access to existing gated communities. Water, wastewater, and drainage utilities and services to the Project will be provided by the Successor Districts. Parks and recreational facilities will be operated and maintained by the Successor Districts or a POA, and there will be no parkland dedication requirements for the Project.

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

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

* * *

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

[counterpart signature pages follow]

COUNTERPART SIGNATURE PAGE TO:

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

CITY:

CITY OF BASTROP, TEXAS

By:_____
Lynda K. Humble, City Manager

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

This instrument was acknowledged before me on the _____ day of _____, 2019, by Lynda K. Humble, City Manager of the City of Bastrop, a Texas municipal corporation, on behalf of said city.

_____
NOTARY PUBLIC, State of Texas

COUNTERPART SIGNATURE PAGE TO:

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

DEVELOPER:

HUNT COMMUNITIES BASTROP, LLC, a Delaware limited liability company

By: Hunt Communities Development Co., LLC, a Texas limited liability company, its Sole Member

By:_____
Rick Neff, Senior Vice President

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by Rick Neff, Senior Vice President of Hunt Communities Development Co., LLC, a Texas limited liability company, Sole Member of Hunt Communities Bastrop, LLC, a Delaware limited liability company, on behalf of said limited liability companies.

_____
NOTARY PUBLIC, State of Texas

COUNTERPART SIGNATURE PAGE TO:

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

DISTRICT 1A:

THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1A

By:_____
William T. Higgins IV, President
Board of Directors

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

This instrument was acknowledged before me on the ___ day of _____, 2019, by William T. Higgins IV, President of the Board of Directors of The Colony Municipal Utility District No. 1A, a political subdivision of the State of Texas, on behalf of said district.

_____
NOTARY PUBLIC, State of Texas

COUNTERPART SIGNATURE PAGE TO:

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

DISTRICT 1B:

THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1B

By:_____
Susan Weems Wendel, President
Board of Directors

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

This instrument was acknowledged before me on the ____ day of _____, 2019, by Susan Weems Wendel, President of the Board of Directors of The Colony Municipal Utility District No. 1B, a political subdivision of the State of Texas, on behalf of said district.

_____
NOTARY PUBLIC, State of Texas

COUNTERPART SIGNATURE PAGE TO:

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

DISTRICT 1C:

THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1C

By:_____
Rene Barrientos, President
Board of Directors

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

This instrument was acknowledged before me on the ____ day of _____, 2019, by Rene Barrientos, President of the Board of Directors of The Colony Municipal Utility District No. 1C, a political subdivision of the State of Texas, on behalf of said district.

_____
NOTARY PUBLIC, State of Texas

COUNTERPART SIGNATURE PAGE TO:

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

DISTRICT 1D:

THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1D

By:_____
Dave Griesenbeck, President
Board of Directors

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

This instrument was acknowledged before me on the ____ day of _____, 2019, by Dave Griesenbeck, President of the Board of Directors of The Colony Municipal Utility District No. 1D, a political subdivision of the State of Texas, on behalf of said district.

_____
NOTARY PUBLIC, State of Texas

COUNTERPART SIGNATURE PAGE TO:

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

DISTRICT 1E:

THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1E

By:_____
John Postle, President
Board of Directors

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

This instrument was acknowledged before me on the ____ day of _____, 2019, by John Postle, President of the Board of Directors of The Colony Municipal Utility District No. 1E, a political subdivision of the State of Texas, on behalf of said district.

_____
NOTARY PUBLIC, State of Texas

COUNTERPART SIGNATURE PAGE TO:

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

DISTRICT 1F:

THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1F

By:_____
Judith K. Hoover, President
Board of Directors

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

This instrument was acknowledged before me on the ____ day of _____, 2019, by Judith K. Hoover, President of the Board of Directors of The Colony Municipal Utility District No. 1F, a political subdivision of the State of Texas, on behalf of said district.

_____
NOTARY PUBLIC, State of Texas

COUNTERPART SIGNATURE PAGE TO:

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

DISTRICT 1G:

THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1G

By:_____
Richard T. Banks, President
Board of Directors

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

This instrument was acknowledged before me on the ____ day of _____, 2019, by Richard T. Banks, President of the Board of Directors of The Colony Municipal Utility District No. 1G, a political subdivision of the State of Texas, on behalf of said district.

_____
NOTARY PUBLIC, State of Texas

EXHIBIT "A"
PROJECT MASTER PLAN

LEGEND

- Single Family Density
- Medium Density Residential
- Mutli-Family Density
- Commercial
- School

FM 969

MultiFamily

Commercial

MultiFamily

MUD 1G FUTURE CONNECTION

Single Family Density

Single Family Density

School Site

MUD 1G FUTURE CONNECTION

Single Family Density

Single Family Density

MUD 1F-2 FUTURE CONNECTION

Gate Entrance

FUTURE CONNECTION

MUD 1F-2 FUTURE CONNECTION

Single Family Density

MUD 1D FUTURE CONNECTION

55' X 125' 40 ACRES 129 DU

80' X 125' 46 ACRES 99 DU

Single Family Density

MUD 1C FUTURE CONNECTION

FUTURE CONNECTION

125' X 200' 85 ACRES 84 DU

Gate Entrance

Single Family Density

Single Family Density

60' X 110' 7 ACRES 19 DU

MUD 1C FUTURE CONNECTION

Duplex 22 DU

50' X 125' 80 DU

45' X 125' 74 DU

MUD 1B FUTURE CONNECTION

WWTP

DUPLEX/ TOWNHOMES 88 DU

MultiFamily

Medium Density

65' X 120' 79 DU

60' X 125' 154 DU

40' X 120' 55 DU

50' X 120' 143 DU

Commercial

50' X 120' 108 DU

80' X 120' 46 DU

HWY 20 (FUTURE CONNECTION)

FUTURE CONNECTION

FM 969

FM 969

TBG

THE COLONY / **4,300 DU CONSENT AGREEMENT LAND PLAN**

Bastrop, TX 02 August 2019 HUNT

0 200' 400' 800'



TBG

THE COLONY / **ILLUSTRATIVE MASTER PLAN**

Bastrop, TX 02 August 2019 HUNT

0 200' 400' 800'

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM:** 9H

TITLE:
Consider action to approve the first reading of Ordinance No. 2019-58 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances, Article 13.02 "Water and Wastewater Rates and Charges", Sections 13.02.002 Wastewater Service Charge, 13.02.004 Water Service Charges, and 13.02.008 Billing, Discontinuance of Service; Amending Appendix A, Fee Schedule, Article A13.02 "Water and Wastewater Rates and Charges", Sections A13.02.002 Wastewater Service Charge, and A13.02.004 Water Service Charge, as attached in Exhibit A; providing for: findings of fact, enactment, repealer, severability, providing for an effective date, codification, proper notice and meeting, and move to include on the November 26, 2019 agenda for a second reading.

STAFF REPRESENTATIVE:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
The City Manager engaged NewGen Strategies and Solutions in May 2018 to perform a Water and Wastewater Rate Study. This study was to evaluate revenue requirements forecasted out over five (5) years and review current water and wastewater rate ordinance along with billing methodology. The consultant provided city staff with a rate model tool to be used to forecast rate scenarios based on actual and projected revenue and expense assumptions.

The City Council held a special meeting on November 15, 2018 to receive a presentation from NewGen Strategies and Solutions regarding the Water and Wastewater Rate Study. Some of the recommendations that were made through this study were as follows:

- Reducing the amount of rate tiers from five to three for water and wastewater rates.
- Standardize outside city limits rates (1.5 times the inside city limits rate).
- Phase-in plan for the demand charge by meter size for water meters that will reflect the American Waterworks Associations industry standards.
- Change the water method of billing for Multi-Family and Multi-Unit to include a minimum charge times the number of units. (this was already being done for wastewater)
- Change in Multi-Family method of billing to include a minimum usage for each unit in the first volumetric rate tier.
- Eliminate winter average for Commercial customers.

All of these recommendations would become effective January 1, 2020 excluding the elimination of winter average for commercial customers, which was adopted by council on March 26, 2019.

This amendment includes the five ($5) increase to the wastewater base charge which was communicated during the budget process. This is required to continue to meet the debt service requirements associated with several major projects including the new wastewater plant and the new water plant.

POLICY EXPLANATION:
Article III, Section 3.01(13) states the City Council has the power and duty to provide for a sanitary sewer and water system. Section 3.14 (9) states that action requiring an ordinance includes the amending or repealing of a previously adopted ordinance.

FUNDING SOURCE:
NA

RECOMMENDATION:
Consider action to approve the first reading of Ordinance No. 2019-58 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances, Article 13.02 "Water and Wastewater Rates and Charges", Sections 13.02.002 Wastewater Service Charge, 13.02.004 Water Service Charges, and 13.02.008 Billing, Discontinuance of Service; Amending Appendix A, Fee Schedule, Article A13.02 “Water and Wastewater Rates and Charges", Sections A13.02.002 Wastewater Service Charge, and A13.02.004 Water Service Charge, as attached in Exhibit A; providing for: findings of fact, enactment, repealer, severability, providing for an effective date, codification, proper notice and meeting, and move to include on the November 26, 2019 agenda for a second reading.

ATTACHMENTS:
- Ordinance 2019-58 (including Exhibit A)

ORDINANCE NO. 2019-58

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CITY CODE OF ORDINANCES, ARTICLE 13.02 "WATER AND WASTEWATER RATES AND CHARGES", SECTIONS 13.02.002 WASTEWATER SERVICE CHARGE, 13.02.004 WATER SERVICE CHARGES, AND 13.02.008 BILLING, DISCONTUANCE OF SERVICE; AMENDING APPENDIX A, FEE SCHEDULE, ARTICLE A13.02 "WATER AND WASTEWATER RATES AND CHARGES", SECTIONS A13.02.002 WASTEWATER SERVICE CHARGE, AND A13.02.004 WATER SERVICE CHARGE, AS ATTACHED IN EXHIBIT A; PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, CODIFICATION, AND PROPER NOTICE AND MEETING

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt ordinances or regulations that are for the good government, peace, or order of the City and that are necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council of the City of Bastrop, Texas conducted a special workshop on water and wastewater on November 15, 2018 to review the findings of a Water and Wastewater Rate Study conducted by NewGen Strategies and Solutions; and

WHEREAS, the rate study recommended changes to the volumetric rate blocks for water and wastewater, going from 5 tiers down to three; and

WHEREAS, the rate study recommended changes to the method of billing for multi-family and multi-unit accounts to include a minimum base charge per number of units equivalent to the lowest minimum adopted charge and a minimum usage for each unit in the first volumetric rate tier for multi-family; and

WHEREAS, the rate study recommended changes to standardize outside city rates for water customers; and

WHEREAS the rate study recommended a phase-in plan for the demand charge by meter size for water meters that reflects the American Waterworks Associations industry standards; and

WHEREAS, the City Council of the City of Bastrop, Texas has determined that in order to properly bill water and wastewater charges to the customers, it is necessary to amend the City Code of Ordinances Article 13.02 Water and Wastewater Rates and Charges; and Appendix A: Fee Schedule Article A13.02 Water and Wastewater Rates and Charges, as attached in Exhibit A.

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

SECTION 1: FINDINGS OF FACT The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. ENACTMENT Article 13.02 Water and Wastewater Rates and Charges, Sections 13.02.002 Wastewater Service Charges, 13.02.004 Water Service Charges and 13.02.008 Billing; Discontinuance of Service, and Appendix A, Article A13.02 Water and Wastewater Rates and Charges, Sections A13.02.002 Wastewater service charge and A13.02.004 Water service charge are hereby amended to read in accordance with Exhibit A which is attached hereto and incorporated into this Ordinance for all intents and purposes. Underlined language shall be added. Stricken language shall be deleted.

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

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

SECTION 5. EFFECTIVE DATE This Ordinance shall be effective January 1, 2020.

SECTION 6. PROPER NOTICE & MEETING It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ & APPROVED on First Reading on the 12th day of November 2019.

READ & ADOPTED on the Second Reading on the 26th day of November 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Exhibit "A"

Article 13.02
Water and Wastewater Rates and Charges

Sec. 13.02.002 - Wastewater service charge.

(a) *Applicability.* The rates as provided for in the fee schedule found in appendix A of this Code are applicable to residential, multifamily and commercial retail wastewater customers within the corporate limits of the city. These rates are not applicable to customers who receive water from the city but have septic system(s), other on-site wastewater/sewer systems, or irrigation system(s) and are not connected to the city's wastewater system. These rates also do not apply to irrigation-only water meters, which are not connected to the city's wastewater system.

(b) *Customer charge.* Each active wastewater customer of the city shall have a monthly wastewater customer charge regardless of whether water is received during any specific billing cycle.

(c) *Method of computing average monthly water use.*

(1) Residential and Multi-Family (those with two (2) or more residential dwelling units served by a single water meter)

(A) Wastewater bills for residential ~~and commercial~~ and multi-family residential wastewater customers shall be computed on the basis of the average monthly water usage ("winter water average" December, January and February) for the bills due and payable in January, February and March of each year. ~~In the event that the monthly water usage for any month during the period of March through November, inclusively, is less than the computed "winter water average," the lesser of the two shall be used as the basis for calculation of the wastewater bill.~~ The winter water average shall be recomputed following the March billing of each year to reestablish the winter water average; this will be the basis for calculation of water use for the wastewater bill for the next twelve-month period.

~~(B) Wastewater bills for commercial wastewater customers shall be computed on the basis of (i) 100% of the metered water consumption; (ii) projected water usage, if the customer has no water usage history; (iii) the minimum usage charge with no gallonage charge if the customer has applied for service and the service is available, but the customer has not physically connected to the system; or (iv) the annual average water use of the residential customer class if the customer is not connected to the water system.~~

(~~C~~B) If a Residential or Multi-Family customer can show that an anomalous condition beyond the control of the customer results in the current annual average consumption being at least fifty thousand (50,000) gallons per year greater than the average of the year immediately preceding, the City Manager or designee is authorized to adjust the monthly charge to a fair and equitable amount.

(C) When residential or Multi-Family accounts do not have an established history of winter water use, charges shall be billed on the current month's water usage or the annual average water use of the residential customer class, established in March of each year, whichever is less, until such time as a complete three-month history of winter water use is established, at which time the customer will be charged as set forth in subsection (c)(1)(A), above.

(D) Wastewater bills for multi-family customers (those with two (2) or more residential dwelling units served by a single water meter) will be computed on the basis of a monthly minimum wastewater charge per unit, plus the consumption charge for the "winter water average" for all usage for the meter (as stated in A above).

~~(3) Charges based on average monthly use will be billed each month throughout the year at the then-current rate.~~

~~(4) When residential accounts do not have an established history of winter water use, charges shall be billed on the current month's water usage or seven thousand (7,000) gallons per month, whichever is less, until such time as a complete three-month history of winter water use is established, at which time the customer will be charged as set forth in subsection (c)(1), above.~~

(d) Wastewater bills for commercial wastewater customers shall be computed on the basis of (i) 100% of the metered water consumption; or (ii) the minimum usage charge with no gallonage charge if the customer has applied for service and the service is available, but the customer has not physically connected to the system.

(~~d~~e) *Industrial service.* Industrial wastewater services shall be subject to the provisions of the city industrial waste regulations as contained in article 13.03 of this chapter, and any conflict between this article and the industrial waste regulations shall be resolved in favor of the industrial waste regulations.

Sec. 13.02.004 - Water service charges.

(a) *Inside city limits.* The rates as provided for in the fee schedule found in appendix A of this Code will be applicable to all sales or service of water within the corporate limits of the city.

(b) *Outside city limits.* The rates as provided for in the fee schedule found in appendix A of this Code will be applicable to all sales or service of water outside the corporate limits of the city.

(c) *Customer charge.* Each active water customer of the city shall be charged a monthly water customer charge, regardless of whether water is received during any specific billing cycle.

(d) *Multifamily residential charges.* Water bills for multifamily customers (those with two (2) or more ~~than two (2)~~ residential dwelling units served by a single water meter) will be computed on the basis of a monthly minimum ¾" meter water charge per unit, plus the consumption charge for all water usage for the meter. The consumption charge will include volumes in the first rate block equivalent to the number of units times the tier-one volumes (10,000 gallons).

(e) *Multi-unit commercial charges.* Water bills for multi-unit commercial customers (those with two (2) or more commercial units served by a single water meter) will be computed on the basis of a monthly minimum customer charge per unit, plus the consumption charge for all water usage for the meter. The consumption charge will include volumes in the first rate block equivalent to the number of units times the tier-one volumes (10,000 gallons).

Sec. 13.02.008 - Billing; discontinuance of service.

(a) All charges provided for in the above schedules shall be due and payable within ten (10) days from date of bill. After providing notice to the customer and an opportunity to make payment, service to any customer may be discontinued and a penalty of ten (10) percent assessed to the amount of the bill for failure to pay within ten (10) days. A service charge fee is to be added for reconnection. Any customer who reconnects his own meter after services have been discontinued for nonpayment will have his meter removed by the city. A reset fee, as provided for in section A13.02.008 of the fee schedule in appendix A to this code, in addition to the charges set forth above, must be paid before service will be resumed.

(b) Commercial Multi-Unit and Residential Multi-Family property owners are responsible for the water and/or sewer service to all units within the property. The utility accounts for these services will only be set in the name of the property owner or management company. All customer fees and usage/consumption will be billed to the property owner/management company account.

(~~b~~c) Average monthly payment plan.

(1) A customer may apply to participate in the average monthly payment plan, an optional billing plan designed to make monthly bills more uniform throughout the year. Under this plan, the customer will be charged each month for actual consumption, including any adjustments, but the average monthly payment amount due will be computed based on the average of bills for the most recent twelve (12) months (to include the current month bill) on a continuing basis. It is not intended to be used to defer payment of delinquent bills.

(2) Eligibility.

A. An applicant for the average monthly payment plan must meet certain qualifications to be eligible for the program. All applications are subject to city approval. The average monthly payment plan will be available only to residential customers. Customers with only one (1) type of service, such as just electric or just water, will also be eligible to participate. If a customer receives all available utilities, then the plan must apply to each and all services.

B. Customers must have a minimum of twelve (12) months of continuous service with the city utilities to be eligible. This may have been attained at one (1) or more addresses within the city's service area and applies only to the customer's primary residence. A customer transferring from one (1) address to another may continue to participate.

C. Customers must not have been disconnected for non-payment during the preceding twelve (12) months. Applicants must have a good utility payment history with no more than two (2) penalties, no returned checks or bank drafts in the previous twelve (12) months and no previous balance on their account. They must also not be facing or subject to bankruptcy.

D. A customer average monthly payment plan application shall be signed and the following guidelines shall be implemented. A customer must participate in the average monthly payment plan for a period of twelve (12) months following date of registration. A customer whose service is discontinued for non-payment of bill, or who fails to make any two (2) payments by the fifteenth of the month within any twelve (12) month period, or has a non-sufficient funds returned item will be taken off the program. Any amounts due will be subject to immediate collection. Such customers may then become eligible for re-enrollment after establishing a good payment history for a minimum of twelve (12) successive months.

E. A customer who terminates service(s) entirely and reconnects at a future date is also ineligible for re-enrollment in the average monthly payment plan for a minimum of twelve (12) months.

(3) Method of billing.

A. The monthly bill will be based on the average of the most recent twelve (12) months of billing. The bill will not be a fixed amount but will be computed on a running average. The current month will be averaged with the prior eleven (11) months, and the oldest month will be dropped from the calculation. The average monthly amount will usually be either higher or lower than the actual bill. This method of billing will result in an accumulated debit or credit on the customer's account on some months.

B. No interest will be charged on any account debit balance accrued under average monthly payment, or will interest be paid on any account credit balance accrued under average monthly payment.

C. Customers who discontinue average monthly payment at any time or for any reason will have their account adjusted as described in section (3)B. above at the time average monthly payment is stopped.

D. Finalized accounts (terminating and not involving transfer of service) reflecting a credit balance will have the amount credited against the final bill. If the credit balance is larger than the final bill, a refund check will be issued to the customer for the difference. If a finalized account reflects a debit balance, this amount as well as any other charges owed by the customer will be due and payable immediately to the city.

E. Under no circumstances will any accumulated credit be used to reduce a customer's bill unless participation is discontinued.

F. The city will continue to read the meter(s) each month and will provide full information on the billing. Monthly bills will show the actual consumption, the

regular itemized charges computed on the actual consumption and the total payment due under average billing.

G. Utility rates are not changed for average monthly payment, but it allows a customer to pay approximately the same amount each month rather than more in high usage months and less in low usage months.

(4) If utility rates are changed at any time, the new rates will be factored into the billing and may cause an adjustment to the average monthly bill payment due.

(5) Enrollment period for applications to participate in the average monthly payment plan shall be October. Eligible customers will be given the opportunity to enroll only during this month. Terms of agreement and the application form will be furnished by the city. An application must be received by the city prior to the last business day of the enrollment period.

(6) If a customer who is on the average monthly payment plan experiences a rate classification change, such as from residential to commercial or industrial, they will be discontinued in the program as average monthly payment applies only to the single residential service. The account will then be adjusted as described in section (3)B. No cash refunds will be made for any credit accrued unless the customer discontinues receiving service under said account and the account is finalized.

(7) Average monthly payment accounts shall be subject to the same rules, rates, charges, fees, penalties and polices established by the city as regular utility customer accounts.

Appendix A – Fee Schedule

Sec. A13.02.002 - Wastewater service charge.

(a)

a) These rates are applicable to all residential, multifamily and commercial retail wastewater customers within the corporate limits of the city who have metered water connections and to whom city wastewater service has actually been connected, except for customers who have a city-approved, on-site sewer system, septic system or other on-site wastewater system, and have not connected to the city's wastewater system, or customers who have a water meter for irrigation use only, as long as the irrigation meter does not provide water to plumbing fixtures.

b) Residential and Multi-Family Residential Rates:

Minimum charge:	~~$36.97~~ $41.97
Plus the following charges for consumption per 1,000 gallons:	
0-10~~5~~,000 gallons	~~$2.45~~ $ 2.45
~~5~~10,001-3~~1~~0,000 gallons	~~$2.77~~ $2.95
~~10,001-20,000~~Over 30,000 gallons	~~$2.95~~ $3.47
~~20,001-50,000 gallons~~	~~$3.18~~
~~Over 50,000 gallons~~	~~$3.47~~

c) Commercial and Multi-Unit Commercial Rates:

Minimum charge:	$41.97
Plus the following charges for consumption per 1,000 gallons:	
All usage	$ 3.91

~~c)In order to meet critical needs of the city's wastewater system, it is the city's intention to increase these rates, by separate ordinances, by not less than 3.5% each year, starting in December 2012, and each succeeding December until December 2020, consistent with the recommendations of the city's staff, K* Friese and Associates and Rimrock Consulting. The intended future rate increases are as follows:~~

~~December 2013 - Minimum and volume charges not less than 6.3% higher than those shown adopted in 2012;~~

~~December 2014 - Minimum and volume charges not less than 3.5% higher than those shown adopted in 2013;~~

~~December 2015 - Minimum and volume charges not less than 3.5% higher than those shown adopted in 2014;~~

~~December 2016 - Minimum and volume charges not less than 4.5% higher than those shown adopted in 2015;~~

~~December 2017 - Minimum and volume charges not less than 4.5% higher than those shown adopted in 2016;~~

~~December 2018 - Minimum and volume charges not less than 4.0% higher than those shown adopted in 2017; and~~

~~December 2019 - Minimum and volume charges not less than 3.5% higher than those shown adopted in 2018.~~

Sec. A13.02.004 - Water service charges.

These rates will be applicable to all sales or service of water within the corporate limits of the city.

(1) Residential and Multi-Family Residential - In city limits

Meter Size	Minimum Charge
¾" (or smaller)	$27.72
1"	$47.13
1½"	~~$79.47~~ $82.06
2"	~~$118.28~~ $124.19
3"	~~$221.78~~ $232.86
4"	~~$255.07~~ $296.46
6"	~~$661.68~~ $714.14

Plus the following charges for consumption per 1,000 gallons:

0—3310,000 gallons	$ 2.85
310,001—530,000 gallons	$ 3.04 $ 3.42
Over 530,001—10,000 gallons	$ 3.22 $ 3.87
10,001—20,000 gallons	$ 3.42
20,001—50,000 gallons	$ 3.69
Over 50,000 gallons	$ 3.87

(2) Commercial and Commercial Multi-Unit - In city limits.

Meter Size	Minimum Charge
¾" (or smaller)	$27.72
1"	$47.13
1½"	$79.47$82.06
2"	$118.28$124.19
3"	$221.78$232.86
4"	$255.07$296.46
6"	$661.68$714.14

Plus the following charges for consumption per 1,000 gallons:

~~0—3,000 gallons~~	~~$2.85~~
~~3,001—5,000 gallons~~	~~$3.04~~
~~5,001—10,000 gallons~~	~~$3.22~~
~~10,001—20,000 gallons~~	~~$3.42~~
~~20,001—50,000 gallons~~	~~$3.69~~
~~Over 50,000 gallons~~	~~$3.87~~

0—10,000 gallons	$ 2.85
10,001—30,000 gallons	$ 3.42
Over 30,000 gallons	$ 3.87

(3) Residential and Commercial - Outside city limits.

Meter Size	Minimum Charge
¾" (or smaller)	$41.59
1"	$70.~~69~~70
1½"	~~$119.22~~$123.09
2"	~~$177.43~~$186.29

3"	~~$332.68~~$349.29
4"	~~$507.34~~$507.34
6"	~~$992.48~~$1,071.21

Plus the following charges for consumption per 1,000 gallons:

~~0—3,000 gallons~~	~~$4.13~~
~~,001—5,000 gallons~~	~~$4.42~~
~~5,001—10,000 gallons~~	~~$4.70~~
~~10,001—20,000 gallons~~	~~$4.98~~
~~20,001—50,000 gallons~~	~~$5.39~~
~~Over 50,000 gallons~~	~~$5.66~~

0—10,000 gallons	$ 4.28
10,001—30,000 gallons	$ 5.13
Over 30,000 gallons	$ 5.81

~~(3)In order to meet critical needs of the city's water system, it is the city's intention to~~

~~December 2014 - Minimum and volume charges not less than 3.5% higher than those shown adopted in 2013;~~

~~December 2015 - Minimum and volume charges not less than 3.5% higher than those shown adopted in 2014;~~

~~December 2016 - Minimum and volume charges not less than 4.5% higher than those shown adopted in 2015;~~

~~December 2017 - Minimum and volume charges not less than 4.5% higher than those shown adopted in 2016;~~

~~December 2018 - Minimum and volume charges not less than 4.0% higher than those shown adopted in 2017; and~~

~~December 2019 - Minimum and volume charges not less than 3.5% higher than those shown adopted in 2018.~~

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 9I

TITLE:
Consider action to approve the first reading of Ordinance No. 2019-44 of the City Council of the City of Bastrop, Texas amending the Bastrop City Code of Ordinances, Chapter 1, titled “General Provisions”, Article 1.02, titled “Administration,” Section 1.02.002, Article 1.04, titled “Boards, Committees and Commissions,” Sections 1.04.001,1.04.002, and adding 1.04.003; Article 1.05, titled “Housing Authority,” Section 1.05.002, Article 1.10, titled “Parks,” Section 1.10.001, Article 1.12, titled “Libraries,” Division 2, titled “Library Board,” Section 1.12.062, Article 1.15, titled “Code of Ethics,” Division 3, titled “Implementation,” Section 1.15.013, Article 1.16, titled “Art in Public Places,” Section 1.16.002 and 1.16.003, Article 1.17, titled "Main Street Advisory Board", Section 1.17.001; Chapter 3, titled “Building Regulations,” Article 3.02, titled “Construction Standards Board of Adjustments and Appeals,” Sections 3.02.001, 3.02.002, and 3.02.003; Chapter 15, titled “Cemeteries,” Article 15.01, titled, “Fairview Cemetery,” Section. 15.01.002; unifying appointments, terms, number of members, residency requirements, and the filling of vacancies for city boards and commissions attached as Exhibit A; providing for findings of fact; enactment; dissolution; repealer; severability; providing an effective date, proper notice and meeting; and move to include on the November 26, 2019 agenda for a second reading.

STAFF REPRESENTATIVE:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
The City Council, at a meeting held on September 26, 2017, discussed proposed changes to the Boards & Commissions Ordinance. The changes were being proposed after a review of the various board showed inconsistencies with number of members, term limits, and residency requirements. Staff originally took the recommendations discussed at this meeting and incorporated them into a draft ordinance.

After a review of the ordinances in collaboration with Bojorquez Law Firm, the decision was made to create an ordinance that amends all the sections of the Code of Ordinance with the updates recommended by City Council.

In preparation of the September 17, 2019 workshop discussion, the following was prepared in the draft ordinance:

1. Residency Requirements – the recommendation was made to allow residency in the city limits or its extraterritorial jurisdiction on each board or commission unless overwise controlled and mandated by state or federal law or exception stated in the code.
    - At the September 17th meeting the recommendation was made to allow no more than two members from the ETJ – this has been updated in the draft ordinance.

2. Number of members on each board or commission - the recommendation was made to have 7 members on each board or commission and shall be assigned a “place” unless overwise controlled and mandated by state or federal law or exception stated in the code.

3. Terms - Two consecutive terms of three (3) years with a year abstained for that same board. They would be eligible for appointment on a different board. Term limits would encourage new ideas and allow for broader citizen participation on each board over time.
    - At the September 17th meeting there was consensus by Council to provide language in the code to allow the Mayor to reappoint if needed.

4. There were two (2) boards that Mayor Schroeder did not appoint members, which included the Vision Task Force and North Area Form Based Codes. Council agreed to dissolve these two committees through the appropriate action.
    - This dissolution has been incorporated into the Ordinance as a whereas statement

5. Board and Commission appointments are being aligned with the City’s fiscal year. This ordinance is being updated to reflect the current schedule of providing notices of vacancies in July and appointments being approved in September for ratification effective October 1st of each year.

6. Attendance of Board & Commission Members should be updated monthly to the City Secretary. If attendance by a specific member becomes an issue, it will be addressed according to policy during the year with timely communication between the Staff Liaison, City Secretary, and Mayor.

The recommendations made by City Council on September 17, 2019 have been incorporated in this draft ordinance.

All of the changes referenced in the attached Ordinance related to the Historic Landmark Commission have been removed and included in Chapter 9 of the Bastrop Building Block Codes, which is also on this agenda for adoption to ensure appropriate codification into the City’s Code of Ordinances.

POLICY EXPLANATION:
The City Charter states the act of amending or repealing an existing ordinance shall be done by City Council through approval of an ordinance.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve the first reading of Ordinance No. 2019-44 of the City Council of the City of Bastrop, Texas amending the Bastrop City Code of Ordinances, Chapter 1, titled “General Provisions”, Article 1.02, titled “Administration,” Section 1.02.002, Article 1.04, titled “Boards, Committees and Commissions,” Sections 1.04.001,1.04.002, and adding 1.04.003; Article 1.05, titled “Housing Authority,” Section 1.05.002, Article 1.10, titled “Parks,” Section 1.10.001, Article 1.12, titled “Libraries,” Division 2, titled “Library Board,” Section 1.12.062, Article 1.15, titled “Code of Ethics,” Division 3, titled “Implementation,” Section 1.15.013, Article 1.16, titled “Art in Public Places,” Section 1.16.002 and 1.16.003, Article 1.17, titled "Main Street Advisory Board", Section 1.17.001; Chapter 3, titled “Building Regulations,” Article 3.02, titled “Construction Standards Board of Adjustments and Appeals,” Sections 3.02.001, 3.02.002, and 3.02.003; Chapter 15, titled “Cemeteries,” Article 15.01, titled, “Fairview Cemetery,” Section. 15.01.002; unifying

appointments, terms, number of members, residency requirements, and the filling of vacancies for city boards and commissions attached as Exhibit A; providing for findings of fact; enactment; dissolution; repealer; severability; providing an effective date, proper notice and meeting; and move to include on the November 26, 2019 agenda for a second reading.

ATTACHMENTS:

- Ordinance 2019-44

ORDINANCE NO. 2019-44

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CITY CODE OF ORDINANCES, CHAPTER 1, TITLED "GENERAL PROVISIONS," ARTICLE 1.02, TITLED "ADMINISTRATION," SECTION 1.02.002, ARTICLE 1.04, TITLED "BOARDS, COMMITTEES AND COMMISSIONS," SECTIONS 1.04.001, 1.04.002, AND ADDING 1.04.003; ARTICLE 1.05, TITLED "HOUSING AUTHORITY," SECTION 1.05.002, ARTICLE 1.10, TITLED "PARKS," SECTION 1.10.001, ARTICLE 1.12, TITLED "LIBRARIES," DIVISION 2, TITLED "LIBRARY BOARD," SECTION 1.12.062, ARTICLE 1.15, TITLED "CODE OF ETHICS," DIVISION 3, TITLED "IMPLEMENTATION," SECTION 1.15.013; ARTICLE 1.16, TITLED "BASTROP ART IN PUBLIC PLACES," SECTION 1.16.002 AND 1.16.003; ARTICLE 1.17, TITLED "MAIN STREET ADVISORY BOARD," SECTION 1.17.001; CHAPTER 3, TITLED "BUILDING REGULATIONS," ARTICLE 3.02, TITLED "CONSTRUCTION STANDARDS BOARD OF ADJUSTMENTS AND APPEALS," SECTIONS 3.02.001, 3.02.002, AND 3.02.003; ~~CHAPTER 14, TITLED "ZONING," ARTICLE 14.03, TITLED "HISTORIC LANDMARK PRESERVATION," SECTION 14.03.001;~~ CHAPTER 15, TITLED "CEMETERIES," ARTICLE 15.01, TITLED, "FAIRVIEW CEMETERY," SECTION. 15.01.002; UNIFYING APPOINTMENTS, TERMS, NUMBER OF MEMBERS, RESIDENCY REQUIREMENTS, AND THE FILLING OF VACANCIES FOR CITY BOARDS AND COMMISSIONS; PROVIDING FOR FINDINGS OF FACT, ENACTMENT, DISSOLUTION, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

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

WHEREAS, the City is authorized by Texas Local Government Code § 51.001 to adopt or amend any ordinance is for the good government, peace, or order of the municipality or for the trade and commerce of the municipality; and

WHEREAS, Article III, Section 3.01 of the Bastrop City Charter gives the City Council the authority to provide for boards and commissions, and to appoint the members of all such boards and commissions; and

WHEREAS, the City currently has several boards and commissions, with requirements for each board and commission codified in various sections of the Bastrop City Code; and

WHEREAS, the City Council has determined that unifying and simplifying the requirements for its boards and commissions is in the best interest of the City and its

citizens; and

WHEREAS, the City Council has determined that formally dissolving the Bastrop Vision Task Force and the Form Based Code North SideTask Force, which once played active roles in shaping the City of Bastrop but are no longer active, is in the best interest of the City and its citizens; and

WHEREAS, the City Council intends to amend these requirements when the Cultural Arts Master Plan is adopted.

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

SECTION 1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. ENACTMENT

Chapter 1, Article 1.02, Section 1.02.002, Article 1.04, Sections 1.04.001, 1.04.002, and 1.04.003; Article 1.05, Section 1.05.002, Article 1.10, Section 1.10.001, Article 1.12, Division 2, Section 1.12.062, Article 1.15, Division 3, Section 1.15.013, Article 1.16, Section 1.16.002 and 1.16.003; Article 1.17, Section 1.17.001; Chapter 3, Article 3.02, Sections 3.02.001, 3.02.002, and 3.02.003; ~~Chapter 14, Article 14.03, Section 14.03.001;~~ Chapter 15, Article 15.01, Section. 15.01.002 of the Code of Ordinances of the City of Bastrop are amended to read as described and attached here to as Exhibit "A."

SECTION 3. DISSOLUTION

The Bastrop Vision Task Force, which was recognized as a formal advisory body of the City of Bastrop in Resolution 2015-R-29, adopted on December 8, 2015, and the Form Based Code North Side Task Force, which was established by the Bastrop City Council on May 26, 2013, are hereby dissolved.

SECTION 4. REPEALER

In the case of any conflict between the other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 5. SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, that invalidity or the unenforceability will not affect any other

provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 6. ENFORCEMENT

The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance. Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 7. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

SECTION 8. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ & APPROVED on First Reading on the 12th day of November 2019.

READ & ADOPTED on the Second Reading on the 26th day of November 2019.

APPROVED:

by: _____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Exhibit A

City of Bastrop, TX

CODE OF ORDINANCES

Chapter 1 – General Provisions

ARTICLE 1.02- ADMINISTRATION

Sec. 1.02.002 – Form of government.

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(a) Title 28, chapters 1-10, Revised Civil Statutes of the State of Texas 1925, and amendments thereto, relating to cities and towns, are hereby adopted by the city, and the government of the city and its affairs shall hereafter be guided thereby. The City Council having determined that there exist six hundred (600) inhabitants or more within the city, and having adopted this section by a two-thirds (2/3) vote of the Council, the City Secretary is hereby directed to file notice of said adoption with the county clerk as the law provides.

(b) *Uniform advisory bodies' attendance requirements.* In order to ensure the effectiveness and proper operation of the city's appointed, advisory bodies, the City Council requires all members of city advisory bodies, to maintain a suitable attendance record for such civic service. Because regular attendance is vital to effective service, the City Council requires attendance as follows:

(1) Members of all advisory bodies are required to attend a minimum of two-thirds (66%), of the duly called regular meetings of the member's advisory body during any twelve (12) consecutive month (i.e., cumulative 'rolling') period. A member who fails to achieve this required attendance level or who misses three (3) consecutive, regularly scheduled meetings shall provide the City Manager, within two (2) weeks following the absence, a letter identifying which of the reasons noted below reflects the basis for the absence in subsections (A)—(C) or, alternatively, a written request that the Council excuse the absence pursuant to subsection (D) below:

(A) Medical circumstances involving the member, or the member's immediate family;

(B) Urgent family matters that are not medical in nature;

(C) Required attendance at events/meetings of the member's primary employment; or

(D) Any other "absence" excused by the City Council, upon the Council's receipt of a written explanation and request made by the absentee member that the Council make an exception and excuse same.

Absences caused by circumstances noted in subsections (A) through (C), or otherwise excused by the Council pursuant to subsection (D), above, shall not count toward the 66% attendance requirement set forth in subsection (1) above, unless the Council determines otherwise, on a case-by-case basis.

(2) Each advisory body chair, shall ~~with the assistance of the city staff member or department director assigned as the city's~~ staff ~~liaison to the advisory body, is responsible for taking necessary action(s) to harmonize the advisory body's existing bylaws, policies, rules and/or procedures~~follow the rules and procedures set forth by City Council in accordance with Section 3.13 of this Code and this section~~along with the terms of this section~~, and ~~ensuring~~ ensure that each advisory body member is aware of this uniform attendance requirement.

Commented [EH1]: My notes say to reference city's rules and procedures and this is the section that talks about city council's rules and procedures

(3) For purposes of calculating attendance percentages, as required herein, the term "duly called regular meetings" includes only the standard and routine meetings of the advisory bodies, and specifically does not include specially called workshops or other specially convened meetings of the advisory bodies.

(4) The city staff member or department director assigned as the ~~city's~~ staff liaison to the advisory body is responsible for accurately recording member attendance at all advisory bodies' meetings. Chairs are not responsible for recording attendance, nor shall they be responsible for and/or asked or authorized to determine whether an absence by a board member is "excused" or falls within the city's attendance requirements.

(5) The city staff member or department director assigned as the ~~city's~~ staff liaison to each advisory body shall provide the attendance records monthly for their respective advisory body ~~on or before March 31st of each calendar year,~~ to the City Secretary. The City Secretary will notify the Mayor ~~once~~if a member is out of compliance with the attendance requirements set forth in (b)(1).

Commented [EH2]: Are we sure this is supposed to be the Mayor not the City Manager? My notes say that the Mayor relies on the CM and CM relies on staff for reports. But I may have misheard this.

~~(6) Upon receipt, the City Secretary shall be responsible for providing the attendance records of all boards to the City Manager, who will in turn provide such attendance information to the City Council.~~

~~(7) It is the responsibility of the city staff member or department director assigned as the city's liaison to the advisory body to timely notify the City Manager, in writing, who will in turn inform the City Council, at any time the advisory body's attendance records demonstrate that any board member has failed to meet the required attendance level, set forth herein. Upon receipt of such information, the City~~

~~Council will evaluate the attendance record of such members and, at its sole option the City Council may replace members who fail to meet the attendance standard set forth herein. Nothing herein is meant to, nor may be interpreted to, alter or impinge upon the City Council's authority to remove, replace, or otherwise alter the service of any appointed members of any advisory body, at any time and for any reason not in conflict with law.~~

(c) *Uniform quorum determination.*

(1) The City Council does hereby establish a uniform rule for determining whether a quorum of any advisory body is present and/or had been convened.

(2) In this subsection, the following terms shall be defined as follows: Vacancy and vacancies. A vacancy exists on an advisory body when a person has not been appointed to a place or an appointed member has ceased service, and no alternate member is serving in the vacant place, and the City Council has not taken action to fill the position.

(3) Appointed members are required to comply with the city's ethics article, with regards to appearances before boards and city bodies.

(4) Except as otherwise required by state law, or in circumstances otherwise set forth herein below, a simple majority of the total membership, excluding vacancies, of each advisory body shall constitute a quorum for purposes of convening a meeting, and/or conducting the business of the advisory body.

~~(5) In the event that one or more vacancies exist on an advisory body, then any such vacant place(s) shall not be included in a count of the total membership of the advisory body. In such circumstances, the simple majority of the remaining advisory body places shall constitute a quorum of the advisory body, for purposes of convening and for conducting the business of the advisory body.~~

Commented [EH3]: This appears to be redundant of section (4) I don't think we need it.

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(d) *Uniform training.*

(1) The City Council does hereby establish uniform training requirements for advisory ~~board~~ body members, ~~which~~ said training shall be provided by the city at no cost to the members of the advisory bodies. The following types of information shall be provided to appointees to the city's advisory bodies at the training sessions:

(A) Attendance requirements for service on a city advisory body.

(B) Duties, responsibilities and roles of members on the respective city advisory bodies.

(C) Open meeting and public information laws.

(D) State and local conflicts of interest and ethics laws.

(E) City polices and regulations, as applicable.

(2) The city shall conduct the above-referenced training sessions ~~twice~~ once a year or as needed, at dates that the City Manager determines to be best for the various members of the city's ~~boards, commissions and~~ advisory bodies. Members are required to attend as quickly as possible after appointment, but in no event shall new appointment fail to attend within one year of their initial appointment. In addition, all advisory ~~board~~ body members are required to complete online open government training (open meetings and public information) within thirty (30) days of appointment. The city staff member or department director assigned as the ~~city's~~ staff liaison to each body is responsible for notifying the City Manager if any member has failed to attend the required training within a year of the member's appointment and/or to complete the state's required open government online training within thirty (30) days of appointment. The City Manager will report, periodically to the Council concerning the status of board training and attendance by members at same. Members who have failed to attend the city training or to obtain the online open government training required by state law, within the time frames set forth herein, shall be suspended from service on their appointed boards and commissions until such time as they demonstrate to the City Secretary that all required training has been successfully completed.

ARTICLE 1.04- BOARDS, COMMITTEES AND COMMISSIONS

Sec. 1.04.001 - ~~Attendance at meetings;~~ Aappointments.

~~(a) All members of the city boards, commissions or committees appointed by the City Council, or appointed by the mayor with the advice and consent of the City Council, shall strive to attend all scheduled meetings of the board, commission, or committee to which they have been appointed. Most regular appointments will be made in June of each year.~~

Commented [EH4]: We've already discussed the unform attendance requirement, why do we need these sections here? I would recommend removing and making this section just about appointments.

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~~(b) Attendance requirements and the Council's policy regarding absenteeism of members appointed to advisory boards are set forth in section 1.02.002(b), et seq.~~

(a~~c~~) Appointments to city boards shall be made pursuant to the following procedures:

(1) Annual Recruitment

a) In June of each year, the City Secretary will post notices of any advisory body position with terms expiring at the end of the current fiscal year or are currently vacant ~~vacancies~~ in established places or new places becoming available for appointment to city advisory bodies at City Hall and any other media sources selected.

b) In July of each year, the city will hold a Volunteer Fair to inform the community of opportunities to service on city ~~boards~~advisory bodies, and ~~also~~ other volunteer opportunities within the community.

c) Applications to be considered for an advisory body position with a term starting October 1st must be received no later than August 15th. Applications received after August 15th will be held by the City Secretary and considered if a position becomes available mid-term.

d) ~~In August~~By the end of August each year, ~~applications will be received, and~~ the Mayor will review the applications to serve on the city's advisory bodies received by the City Secretary. ~~and~~City Council will conduct interviews of the qualified applicants.

e) In September of each year, ~~T~~the Mayor will select his/her desired appointees ~~from those applications received~~ and ~~appoint those persons selected by him/her, and such individuals will serve on the advisory bodies.~~ subject to the concurrence of the Council, appoint those persons selected by him/her to the available advisory body seats ~~in September of each year~~, with ratification effective October 1st .

f) Unless otherwise controlled by state or local law, any appointee may be removed for cause or no cause, at the will of the Council.

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Commented [EH6]: Mayor's notes say that the Mayor does the interviews in August.

Commented [TW7]: The City Council conducts the interviews together not just the Mayor.

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~~(2) In April July of each year, the city will provide notice of openings on the city's advisory boards through local newspapers, the city website, other media sources and/or other appropriate means.~~

~~(3) The City Secretary will promulgate application forms for advisory bodies and shall provide same to persons interested in appointments to the city's advisory bodies.~~

~~(4) The City Secretary will provide the applications received by the city to the City Council, for the Councilmembers review, evaluation and consideration.~~

~~(5) The mayor will select his/her desired appointees from those applications provided by the City Secretary and appoint those persons selected by him/her, and such individuals will serve on the advisory bodies, subject to the concurrence of the Council, at the first council meeting in September of each year. Unless otherwise controlled by state or local law, any appointee may be removed for cause or no cause, at the will of the Council.~~

~~(d) The City Manager shall provide an attendance report of all boards at the first Council meeting held in April June of each year. The attendance report will detail the number of absences of each current member and status on all advisory body vacancies.~~

(2) Mid-Term Appointments

(a) If an advisory board position becomes vacant mid-term, the Mayor will review the applications on file with the City Secretary and/or may instruct the City Secretary to post notice of the vacancy and solicit applications to fill the vacancy.

(b) The mayor may conduct interviews of the applicants, if necessary, and, subject to the concurrence of the City Council, appoint individuals to fulfill the term of the vacant advisory body seat. ~~Board vacancies during the year will be appointed as needed by the Mayor from those applications provided by the City Secretary, subject to the concurrence of the City Council.~~

(c) The mayor will strive to fill all advisory body seats vacated mid-term within 90 days.

~~(a)~~

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(3) In November of each year, the City will recognize those ~~willing~~ appointed to serve on the various boards at a Volunteer Banquet.

Sec. 1.04.002 - Membership, terms ~~and filling of vacancies~~

Unless otherwise controlled and mandated by state or federal law and/or City Charter, the following overarching provisions shall apply to the city's boards, commissions, task forces, committees and advisory bodies ("board(s)," "body" or "advisory bodies"):

(1) Board members shall be appointed by the mayor and confirmed by the Council, for terms of three (3) years. No board member shall serve more than ~~three~~ two (2) consecutive terms on ~~one board~~ a particular advisory body. An individual that has previously served two consecutive terms on a particular advisory body, must wait one full year before being reappointed to the same advisory body. ~~without abstaining from that board for at least one full term year.~~ The Mayor, upon a finding of good cause, has the authority to ~~reappoint~~ waive this one-year waiting period~~as needed for additional terms~~.

(2) All city ~~boards, commissions, task forces, committees, and~~ advisory bodies shall consist of seven (7) members and ~~Each~~ each seat ~~on all city boards will~~ shall be assigned a "place."

(3) Advisory body~~Board~~ members' terms of service shall be "staggered~~,~~" three (3) year terms, so that the entire membership of the board will not be subject to replacement at any single point in time. If necessary, to establish initial staggering of the membership Place 1 and Place 2 shall initially serve a three (3) year term, Place 3 and Place 4 shall initially serve a two (2) year term, and Place 5, Place 6 and Place 7 shall initially serve one (1) year terms. ~~To the extent possible, staggering shall be done so that the board membership is divided into thirds. Initial staggering of the membership will be accomplished by having all appointees/members who are serving on a board as of the first annual meeting following approval and passage of this section (which meetings are generally held in July), "draw lots" to determine which "place" will have what number of years of service during the transition period (e.g., one third (1/3) of the places will draw for one year terms, one third (1/3) of the places will draw for two year terms, and the remaining one third (1/3) of the places will draw for three year terms.) After the first July October board meetings are held, staggering of membership, by place, will begin.~~

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

~~(5) Each advisory body chair, with the assistance of the city staff member or department director assigned as the city's liaison to the advisory body, is responsible for taking necessary action(s) to harmonize the advisory body's existing~~

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~~bylaws, policies, rules and/or procedures, with the terms of this section.~~

(~~5~~6) ~~Board~~ All advisory body members shall reside within the city limits or the City's Extraterritorial Jurisdiction (ETJ). No more than two members of a particular advisory body can be from the ETJ. Upon a showing of good cause, the Mayor may waive the residency requirement.

(7) Each ~~board~~advisory body will have a City Council Member assigned as Council Liaison. This will facilitate the transfer of information from the ~~boards~~advisory bodies to the City Council.

Sec. 1.04.003 – Procedures

(a) Each ~~board~~advisory body will follow the rules and procedures set forth by City Council in accordance with Section 3.13 of this Code, including agenda order, unless specifically addressed by this ~~ordinance~~Chapter.

~~Each board will follow the agenda order set forth in the rules and procedures set forth by City Council.~~

(b) The ~~City~~staff ~~Lliaison~~Liaison will be responsible for preparing and posting the agenda, but will provide the ~~board~~ advisory body chair an opportunity to review and comment on the agenda prior to posting.

ARTICLE 1.05- HOUSING AUTHORITY

Sec. 1.05.002 – Membership, terms and filling of vacancies.

~~(a) The city's housing authority should be governed by five (5) commissioners and, further, that one of the commissioners should be a tenant of a public housing project, in compliance with the Local Government Code, section 392.0331.~~

(a~~b~~) The city's housing authority should be governed by five (5) commissioners that serve two (2) year terms. One of the commissioners of the city's housing authority shall be a resident ("resident member") of a public housing project over which the city's housing authority has jurisdiction, in compliance with the Local Government Code, section 392.0331. Including the one resident of the public housing project over which the city's housing authority has jurisdiction, four (4) of the commissioners shall be residents of the city and one of the commissioners may reside within the city's extraterritorial jurisdiction (ETJ) (so that the total number of commissioners is five (5)), so long as the extraterritorial jurisdiction residence is also located within five (5) miles of the city's corporate limits.

(b) ~~(c)~~ Each seat on the commission will be assigned a "place." Commission members' terms of service shall be "staggered," so that the entire membership of the commission will not be subject to replacement at any single point in

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time. To the extent possible, staggering shall be done so that the commission membership is divided into halves (½s). Initial staggering of the membership will be accomplished by having all appointees/members, who are serving as of the first annual meeting following approval and passage of this section (held in July), "draw lots" to determine which "place" will have what number of service in the transition period (e.g., ½ of the places will draw for one-year terms, ½ of the places will draw for two-year terms, with the exception of the "resident member" who serves a two-year term per Local Government Code, section 392.033.) After the first July meeting, staggering of membership, by place, will begin.

(c) ~~(d)~~ The rules for filling vacancies are set forth in this chapter of the code, Section 1.04.002. ~~In the event of a vacancy on the housing authority's governing body, an individual appointed to fill the vacancy will serve only the remaining term of the individual who is being replaced by the appointee, so that the staggering of terms shall remain intact.~~

(d) ~~(e)~~ Attendance requirements for the commissioners are set forth in this code, section 1.02.002(b), et seq.

ARTICLE 1.10- PARKS

Sec. 1.10.001- Parks board.

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

(1) There is hereby created a parks board of the city ~~to be composed of eight (8) regular members and one (1) special member, for a total of nine (9) voting members~~. The rules for appointment of members, the number of members comprising the board, the length of member terms, board residency requirements, and the rules for filling board vacancies are set forth in this chapter of the City Code, Section 1.04.002. In ~~addition, in~~ their discretion, the parks board may also identity and name one minor, who resides within the BISD jurisdiction, to serve on the board as an ex officio, nonvoting youth member of the board. The youth member shall be enrolled in grades 9 -12 and serve a term in length identified by the parks board at the time of the youth member's selection~~, but not to exceed three (3) consecutive years~~. ~~The regular and special voting members of the board shall be appointed by the mayor and confirmed by the City Council and shall serve without compensation by the city for terms of three (3) years.~~ The members shall be known to be interested in public parks and public recreation and the proper use of the leisure time of the people of the city.

(2) ~~The special member position on~~ One member of the board shall be held by the superintendent of the city's state park, or his/her designee, who may reside either within the city limits or in any other area within the BISD's jurisdiction.

~~(3) A minimum of six (6) of the regular members on the board will be persons who reside within the city limits, however two (2) of the regular members may be~~

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~~a person who resides outside of the city limits but within the BISD's jurisdiction.~~

~~(b) *Terms of members.* Each seat on the board will be assigned a "place." Board members' terms of service shall be "staggered," so that the entire membership of the board will not be subject to replacement at any single point in time. To the extent possible, staggering shall be done so that the board membership is divided into thirds. Initial staggering of the membership will be accomplished by having all appointees/members who are serving as of the first annual meeting following approval and passage of this section (held in July), "draw lots" to determine which "place" will have what number of service in the transition period (e.g., one third (⅓) of the places will draw for one year terms, one third (⅓) of the places will draw for two year terms, and the remaining one third (⅓) of the places will draw for three year terms.) After the first July meeting, staggering of membership, by place, will begin.~~

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

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

ARTICLE 1.12- LIBRARIES

DIVISION 2. – LIBRARY BOARD

Sec. 1.12.062- Membership.

(a) The rules for appointment of members, the number of members comprising the board, the length of member terms, board residency requirements, and the rules for filling board vacancies are set forth in this chapter of the City Code, Section 1.04.002. ~~The board shall consist of nine (9) members, appointed by the mayor and confirmed by the City Council. Eight (8) members shall be residents of the city, and one member may be a resident of the county who resides within the city's extraterritorial jurisdiction. All members shall serve without compensation for a term of three (3) years.~~

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

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~~place, will begin.~~

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

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

(~~ec~~) ~~Library board members will recruit new and replacement members and make recommendations~~ to recommend ~~to the City Council.~~

ARTICLE 1.15- CODE OF ETHICS

DIVISION 3. – IMPLEMENTATION

Sec. 1.15.013 – Board of Ethics.

(a) *Creation.* There is hereby created a Board of Ethics for the City of Bastrop. The rules for appointment of members, ~~the number of members comprising the board~~, the length of member terms, board residency requirements, and the rules for filling board vacancies are set forth in this chapter of the City Code, Section 1.04.002.

~~(b) *Appointment.* The Board of Ethics shall be appointed by majority vote of the City Council.~~

(b) ~~(c)~~ *Number*. The Board of Ethics shall consist of five (5) regular members, and one (1) alternate member.

~~(d) *Terms.* Board of Ethics members (regular and alternates) shall be appointed for two (2) year, staggered terms. Members may be reappointed for successive terms. Appointment to fill a vacancy shall be for the remainder of the unexpired term. Members of the inaugural Board of Ethics shall draw straws to determine which two (2) members shall receive an initial term of one (1) year in order to stagger terms. In total, members may only serve three (3) consecutive terms. A member may be reappointed no sooner than one (1) year after expiration of a previous term.~~

~~(e) *Eligibility.* Membership on the Board of Ethics is limited to residents of the city and its extraterritorial jurisdiction.~~

(c) ~~(f)~~ *Ineligibility*. The following shall disqualify a person from serving on the Board of Ethics:

(1) Current service as a city official;

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(2) Separation from city service as a city official within two (2) years of the appointment;

(3) Familial relations within the third (3rd) degree of affinity (marriage) or consanguinity (blood or adoption); and/or

(4) Conviction of a felony, or crime of moral turpitude.

(~~g~~d) *Alternates*. An alternate member of the Board of Ethics shall attend meetings only upon request by the City Secretary's Office. The role of an alternate is to participate in meetings of the Board of Ethics as a replacement for a regular member who is absent or abstaining.

(~~h~~e) *Scope of authority*. The jurisdiction of the Board of ~~Ethic's jurisdiction~~ Ethics shall be limited to implementation and enforcement of this article.

(~~i~~f) *Amendments*. The Board of Ethics may recommend amendments to this article. A recommendation from the Board of Ethics is not required for the City Council to exercise its discretion in amending this article.

(~~j~~g) *Officers*. At the first meeting of each fiscal year, if a meeting is called, the Board of Ethics shall select from among its members a Chairperson and Vice-Chairperson.

~~(k) *Rules of procedure*. The Board of Ethics shall adopt rules of procedure governing how to conduct meetings and hearings. Such procedural rules are subject to confirmation or modification by the City Council.~~

(~~l~~h) *Removal*. The City Council may by a vote of two-thirds (⅔) remove a member of the Board of Ethics for cause. Justifications warranting removal for cause shall include neglect of duty, incompetence, gross ignorance, inability or unfitness for duty, or disregard of the Code of Ordinances.

ARTICLE 1.16 — BASTROP ART IN PUBLIC PLACES

Sec. 1.16.002 – Membership, appointment, vacancies and attendance.

(a) ~~The BAIPP board shall consist of a minimum of five (5), but no more than nine (9) members, appointed by the mayor and subject to confirmation by the Council. The BAIPP may have a minimum of one "nonvoting" ex officio representative from the City Council, who shall be appointed by the mayor, and who shall not count as a member of the BAIPP, for any purpose. The ex officio representative shall operate as a Council liaison with the BAIPP board. A simple majority of the board's then existing voting membership shall constitute a quorum. For purposes of the first appointed board serving after this article's adoption, the existing terms of office for the then serving 'task force~~

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members' shall carry forward to their board service. The rules for appointment of members, the number of members comprising the board, the length of member terms, board residency requirements, and the rules for filling board vacancies are set forth in this chapter of the City Code, Section 1.04.002.

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

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

(db) The members of the board shall reside within the city's extraterritorial jurisdiction and/or the city, or may, in In the sole discretion of the Mayor and confirmed by City Council, a member of the board may reside outside of the corporate limits and the extraterritorial limits so long as the appointed individual provides exceptional expertise with regard to the board's responsibilities. Board members are responsible for recruiting new and replacement members and for making recommendations to the City Council.

(ec) *Community participants*. The BAIPP shall have the responsibility for identifying and recommending to the mayor and the Council individuals who shall be appointed by the mayor, with Council confirmation, to assist the board as "nonvoting" community participants of the BAIPP, as the Council deems necessary and as requested by the board. Such nonvoting community participants of the BAIPP may include city youth and BISD students, as recommended. These community participants shall be appointed for a one-year term, with the right of reappointment for a single one-year additional term, at the discretion of the board's recommendation and the Council's approval.

(fdc) Attendance requirements for the board members are set forth in the code, section 1.02.002(b), et seq.

Sec. 1.16.003 – Purpose, powers and duties.

(a) The BAIPP shall act as an advisory board to the City Council in matters related to the city's art in public places program, with the goal of increasing awareness and appreciation of art, as well as increase civic pride, through the display of art in the

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city.

~~(b) The BAIPP's procedures, duties and powers are set forth in the board's amended bylaws, which derive from the original task force bylaws, as approved by the City Council in June 2012, as amended and updated. *Definitions.*~~

(b) ~~(c)~~ *Art selection guidelines*. The BAIPP shall assist the City Council with acquiring Works of Art by:

(1) Identifying and recommending suitable Works of Art to be displayed.

(2) Facilitating the preservation of Works of Art to be displayed.

(3) Assisting with the process and methodology for competitively selecting Works of Art for acquisition and/or display.

(c) *Procedure for initiating calls for projects of the BAIPP*.

(1) At least ninety (90) days prior to publication of any call to artists, for a BAIPP project, the BAIPP Board shall submit the proposed Call to the office of the City Manager for evaluation.

(2) Additionally, the City Manager may create an in-house team of staff advisors to assist in evaluating the specifics required for each BAIPP projects, such as site identification and preparation, material requirements specific to the project, if any, security issues, and insurance issues.

(3) The City Manager will also determine whether it is necessary to involve the City Council in any approval for the proposed project, at that time (i.e., prior to the call publication).

(4) The City Manager will notify the BAIPP of any additional information required and also will notify the BAIPP Chairperson and staff Liaison when the City Manager's office has finished its evaluation of the proposed project and it is ready for publication of the call to artists.

(d) ~~(e)~~ Funding

(1) The BAIPP shall be responsible for developing a "proposed" yearly operating budget for the acquisition and display of new Works of Art in the City of Bastrop, as well as, any ongoing maintenance and/or replacement (repair) responsibilities for those Works of Art currently under the City's possession or control. This budget shall be submitted to the City Manager on or before June 1st of each calendar year.

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ARTICLE 1.17 – MAIN STREET ADVISORY BOARD

Sec. 1.17.001 – Membership, terms and filling of vacancies.

(a) Residency requirements and vacancies are set forth in the Code, Section 1.04.002. The main street program board shall be composed of nine (9) regular voting members, whom shall be appointed by the mayor and confirmed by the City Council to serve for three-year terms. The Council may appoint additional ex-officio members and/or positions, who shall be identified to serve on the board.

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

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

(~~d~~b) The bylaws of the board shall address procedural issues, such as but not limited to quorum counts and required attendance by members, which bylaws shall conform with the Council's attendance requirements for the board members as set forth in this code, section 1.02.002(b), et seq. The bylaws shall fully outline member responsibilities and provide guidance for the participation of the ex-officio members, as well as regular members. Such by-laws are necessary to maintain the City of Bastrop Main Street Program's Accreditation as both a National Main Street and Texas Main Street member. To maintain the above accreditation, the program must maintain an active board of directors and committees with current by-laws that are to govern operational aspects of the board.

Chapter 3 – Building Regulations

ARTICLE 3.02- CONSTRUCTION STANDARDS BOARD OF ADJUSTMENTS AND APPEALS

Sec. 3.02.001 – Established; appointment of members.

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There is hereby established a board, to be called the construction standards board of adjustments and appeals, ~~which shall consist of five (5) members and two (2) alternates~~. The rules for appointment of members, the number of members comprising the board, the length of member terms, board residency requirements, and the rules for filling board vacancies are set forth in Chapter 1 of the City Code, Section 1.04.002. ~~The board shall be appointed by the mayor and confirmed by the City Council.~~

Sec. 3.02.002 – Composition.

The construction standards board of adjustments and appeals shall ~~consist of five (5) members, each serving two year terms. Such board members should~~ be composed of individuals with knowledge and experience in the technical codes, such as design professionals, ~~and~~ contractors, and/or builders., ~~and must reside within the city limits or the city's extraterritorial jurisdiction~~. At least ~~three (3)~~ five (5) members of the board shall represent the following construction trades: plumbing, electrical, mechanical, and/or general contractor. In addition ~~to the regular members~~, there should be ~~two (2) alternate members~~, one member at-large from the building industry and one member at-large from the public. A board member shall not act in a case in which he has a personal or financial interest.

Sec. 3.02.003 – ~~Term of members; vacancies; absence~~ Absence from meetings.

~~(a) Each seat on the Board will be assigned a "place." Board members' terms of service shall be "staggered," so that the entire membership of the board will not be subject to replacement at any single point in time. To the extent possible, staggering shall be done so that the board membership is divided into halves. Initial staggering of the membership will be accomplished by having all appointees/members who are serving as of the first annual meeting following approval and passage of this section (held in July), "draw lots" to determine which "place" will have what number of service in the transition period (e.g., one half (½) of the places will draw for one year terms, one half (½) of the places will draw for two year terms.) After the first July meeting, staggering of membership, by place, will begin.~~

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

~~(c) The members of the advisory board shall reside within the city's extraterritorial jurisdiction and/or the city.~~

~~(d) The two (2) alternates, if appointed, shall serve one year terms.~~

~~(c~~ b~~)~~ Attendance requirements for the board members are set forth in this code, section 1.02.002(b), et seq.

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Chapter 14 – Zoning

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ARTICLE 14.03- HISTORIC LANDMARK PRESERVATION

Sec. 14.03.001 – General.

(a) *Purpose and intent*. The City Council hereby declares that as a matter of public policy the protection, enhancement, and perpetuation of sites, landmarks or districts of historical and cultural importance and significance is necessary to promote the economic, cultural, educational, and general welfare of the public. It is recognized that the city represents the unique confluence of time and place that shaped the identity of generations of citizens, collectively and individually, and produced significant historic, architectural, and cultural resources that constitute their heritage. This article is intended to:

(1) Protect and enhance the landmarks, which represent distinctive elements of the city's historic, architectural, and cultural heritage;

(2) Foster civic pride in the accomplishments of the past;

(3) Protect and enhance the city's attractiveness to visitors, thereby supporting and stimulating the economy;

(4) Insure the harmonious, orderly, and efficient growth and development of the city;

(5) Promote economic prosperity and welfare of the community by encouraging the most appropriate use of such property within the city;

(6) Encourage stabilization, restoration, and improvements of such properties and their values.

(b) *Definitions*. The following definitions shall apply to this article.

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Alteration. Any change, demolition or modification to a structure or site designated as a historic landmark or located in a local historic district including, but not limited to, the following:

(1) Exterior changes to or modification of any buildings or structures, architectural details or visual characteristics.

(2) Construction of new structures.

(3) Disturbance, placement or removal of exterior objects that affect the exterior qualities of the property.

Architectural element. The unique details and component parts that combined, form the architectural style of a structure, building or object.

Certificate of Appropriateness. A document evidencing the approval of the Historic Landmark Commission, signed and dated by the Chairperson of the Historic Landmark Commission, for alteration, installation, relocation, excavation, restoration, modification, rehabilitation, change, demolition, construction, removal, or improvement of a historic landmark or of a building or property located within a local historic district.

Construction. The act of adding an addition to an existing building, structure or object or the erection of a new principal or accessory building, structure or object on any lot, parcel or site.

Contributing structure. A building, structure, property or object within a local historic district which has not been designated a historic landmark under this article, but which adds to the historical integrity or architectural qualities that make the local historic district significant.

Demolition. An act or process which:

(1) destroys a lot, parcel or site or building, structure or object in its entirety,

(2) destroys a part of a lot, parcel or site or building, structure or object and permanently impairs its structural, historic or architectural integrity,

(3) removes the building, structure or object or any part thereof from the original lot, parcel or site without the requisite Certificate of Appropriateness and/or moving permit, or

(4) removes architectural elements and features from the exterior of a building, structure or object.

~~*Design guidelines*. Architectural and style guidelines adopted by the city that encourage and promote the existing historical features of the city and detail those alterations, installations, relocations, excavations, restorations, modifications, rehabilitations, changes, demolition, construction, removal, or improvement of a historic landmark or of a structure or site located within a local historic district that are deemed compatible and appropriate for the area. If local design guidelines have not been adopted, The Secretary of the Interior's Standards for the Treatment of Historic Properties shall be used as the design guidelines.~~

~~*Historic district*. A geographically defined neighborhood or area that has a significant historical, architectural, or cultural significance to the overall character and identity of the city.~~

~~*Historic landmark*. A site, and/or all structure(s), located thereon, that have been designated by the city through criteria established within this article.~~

~~*Inventory*. A list of properties that have been identified and evaluated as meeting specified criteria of significance as a contributing or non-contributing historic structure or site.~~

~~*Non-contributing structure*. A structure within a designated local historic district that is not considered to be of historical significance, or which does not possess significant physical features, historical associations, or historical architectural qualities.~~

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~~*Ordinary maintenance*. This generally refers to activities relating to a property that would be considered ordinary or common for maintaining the property, such as a) repair using the same material and design as the original and does not require structural modifications; b) repainting; c) reroofing, using the same type; or d) repair of sidewalks and driveways.~~

~~*Overlay zones*. A set of zoning requirements that is described in the ordinance text, is mapped, and is imposed in addition to those of the underlying district. Development within the overlay zone must conform to the requirements of both zones or the more restrictive of the two (2).~~

~~*Preservation*. The stabilization of an historic building, its materials and features in their present condition to prevent future deterioration. Preservation focuses on the maintenance and repair of existing historic materials and retention of a property's form as it has evolved over time.~~

~~*Reconstruction*. The act or process of reassembling, reproducing or replacing by new construction, the form, detail and appearance of property and its setting as it~~

appeared at a particular period of time by means of removal of later work or by the replacement of missing earlier work or by reuse of original materials.

Rehabilitation. The act or process of returning a property to a state of utility through repair or alteration that makes possible an efficient contemporary use while preserving those portions or features of the property that are significant to its historical, architectural, and cultural values.

Removal. Permanently moving a structure or feature from its current location.

Relocation. Any change of the location of a structure in its present location to another location within the city limits.

Restoration. The act or process of accurately recovering the form and details of a building, structure or object or lot, parcel or site and its setting as it appeared at a particular period of time by means of the removal of later work or by the replacements of missing earlier work.

Sign. Any object, device, display, or structure, or part thereof, situated outdoors or indoors, which is used to advertise, identify, display, direct, or attract attention to an object, person, institution, organization, business, product, service, event, or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, illumination, or projected images. The foregoing enumeration of signs shall not be considered exclusive. The term "sign" shall include all other devices or structures as may reasonably be included under it, whether attached or unattached. The definition excludes all governmental flags and signs of governmental entities.

Significant historic landmark. A designation established under Ordinance 2007-30 for a site or structures.

Site. The location of a significant event, a prehistoric or historic occupation or activity, building or structure, whether standing, ruined, or vanished, where the location itself possesses historical, cultural, architectural or archeological value regardless of the value of any existing structure.

Structure. Something built or constructed, such as a building, bridge, monument, or statue.

(c) *Historic landmark commission created*. There is hereby created a commission to be known as the city historic landmark commission.

(1) The commission shall consist of seven (7) members, residents of the city, to be appointed by the mayor with approval by the City Council as follows; The

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rules for appointment of members, the number of members comprising the board, the length of member terms, board residency requirements, and the rules for filling board vacancies are set forth in Chapter 1 of the City Code, Section 1.04.002. every Members of the board must reside in the City Limits of Bastrop. Every effort will be made to find professionals who meet the criteria below:

(A) One (1) shall be an architect, planner, or representative of a design profession;

(B) One (1) shall be a representative elected by the county historical society;

(C) One (1) shall be a licensed real estate professional;

(D) One (1) shall be an owner of an historic commercial structure or property;

(E) One (1) shall be an owner of an historic residential structure or property;

(F) One (1) shall be a member from the city's Planning and Zoning Commission;

(G) One (1) shall be a general resident of the city.

However, if specified professionals above cannot be appointed, City Council will consider other types of professionals.

(2) All commission members, regardless of background, shall have a known and demonstrated interest, competence, or knowledge in historic preservation within the city.

(3) *Term of appointment.* Commission members shall serve for a term of three (3) years, with the exception of the The member who is serving on the commission as the Planning and Zoning Commission representative, and that member shall serve for a term that is concurrent with that member's Planning and Zoning Commission term. The length of term for the other Commission members is set forth in Chapter 1 of the City Code, Section 1.04.002.

(4) Each seat on the commission will be assigned a "place." Commission members' terms of service shall be "staggered," so that the entire

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membership of the commission will not be subject to replacement at any single point in time.

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

(64) Attendance requirements for the commission members are set forth in section 1.02.002(b).

(75) The commission shall be empowered to:

(A) Prepare rules and procedures as necessary to carry out the business of the commission, which shall be ratified by the City Council.

(BA) Approve or disapprove Certificates of Appropriateness, demolition or removal of historic structures, and economic hardship applications.

(CB) Conduct surveys and maintain an inventory of significant historic, architectural, and cultural landmarks.

(DC) Make recommendations to the City Council on the designation of historic landmarks, historic districts, contributing and non-contributing structures.

(ED) Make recommendations for properties to the National Register of Historic Places.

(FE) Increase public awareness of the value of historic, cultural, and architectural preservation by developing and participating in public education programs.

(GF) To assist the City Council in the adoption of design guidelines for the exteriors of historic landmarks, properties located inside of historic districts, and contributing and non-contributing structures, to address architectural and general design elements of structures, including acceptable materials for construction; appropriate architectural character, scale, and detail; acceptable appurtenances or additions to new or existing structures; and acceptable textures and ornamentation.

(HG) Prepare and submit annually to the City Council a report summarizing the work completed during the previous year.

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~~(IH) To perform any other functions requested by City Council.~~

~~(86) The commission shall meet at least monthly, if business is at hand. Special meetings may be called at any time by the Chair, or on the written request of any two (2) commission members.~~

~~(d) *Appointment of historic preservation officer.* The city's Planning Director or other city staff designated by the City Manager shall serve as Historic Preservation Officer. This officer shall have as a principal duty the administration of this article and the coordination of the city's various efforts and programs that further historic preservation.~~

Chapter 15 – Cemeteries

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ARTICLE 15.01- FAIRVIEW CEMETERY

Sec. 15.01.002 – City as permanent trustee for perpetual care and creation of cemetery advisory board.

(a) The city as owner and operator of Fairview Cemetery is hereby authorized to act as a permanent trustee for the perpetual care and upkeep of plots and graves in the cemetery and shall accept such trust as provided in this article.

(b) *Cemetery advisory board.*

(1) ~~The advisory board members shall be appointed by the mayor and confirmed by the council, for terms of three (3) years. Each seat on will be assigned a "place." Advisory board members' terms of service shall be "staggered," so that the entire membership of the advisory board will not be subject to replacement at any single point in time. To the extent possible, staggering shall be done so that the advisory board membership is divided into thirds. Initial staggering of the membership will be accomplished by having all appointees/members who are serving as of the first annual meeting following approval and passage of this section (held in July), "draw lots" to determine which "place" will have what number of service in the transition period (e.g., one third (1/3) of the places will draw for one year terms, one third (1/3) of the places will draw for two year terms, and the remaining one third (1/3) of the places will draw for three year terms.) After the first July meeting, staggering of membership, by place, will begin.~~ The rules for appointment of members, the number of members comprising the board, the length of member terms, board residency requirements, and the rules for filling board vacancies are set forth in Chapter 1 of the City Code, Section 1.04.002.

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Commented [TW18]: Yes, the current board has 6 but we are changing that with this standardized ordinance.

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~~(2) In the event of a vacancy, an individual appointed to fill the vacancy will serve only the remaining term of the individual who is being replaced by the appointee, so that the staggering of terms shall remain intact.~~

~~(3) The members of the advisory board shall reside within the city's extraterritorial jurisdiction and/or the city.~~

~~(4~~2) The role of the advisory board shall be to recommend rules to the City Council, as are necessary, concerning the use, care, control, management, restriction, and protection of the Fairview Cemetery. Any matter relating to the Fairview Cemetery shall be referred to the Bastrop Cemetery Advisory Board for their consideration and recommendation before the action is taken by the City Council, however, the advisory board's role shall be advisory only.

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STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 9J

TITLE:
Consider action to approve Resolution No. R-2019-111 of the City Council of the City of Bastrop, Texas, authorizing proceeding with issuance of Certificates of Obligation and further directing the publication of notice of intention to issue City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2020.

STAFF REPRESENTATIVE:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
During the budget process the need to replace fire equipment was identified including an aerial engine and a pumper engine. The fire equipment also includes Self Contained Breathing Apparatus equipment. At the September 10, 2019 City Council meeting, Council approved Resolution R-2019-82 expressing the intention to reimburse the expenditures associated with the above-mentioned fore equipment.

This Certificate of Obligation, Series 2020 is the $2.8M identified in the budget needed for the funding of this equipment.

Issuance Timeline for Competitive Sale:

Nov. 12, 2019	City Council to approve resolution directing publication of notice of intent
Week of Nov. 18th	First Notice of Intent appears in the newspaper
Week of Nov. 25th	Second Notice of Intent appears in the newspaper Specialized Public Finance makes application to S&P to obtain ratings on the CO's
Week of Dec. 16th	Rating Conference Call
Jan. 6, 2020	The Preliminary Official Statement is distributed to the bidders
Jan. 8, 2020	Rating(s) are received and published
Jan. 14, 2020	The City Council adopts an ordinance authorizing the issuance of the CO's
Feb. 6, 2020	Closing of the sale

POLICY EXPLANATION:
City Charter Sec. 7.01 – Powers to Issue
In keeping with state law, the City shall have the power to borrow money on the credit of the City for any public purpose not now or hereafter prohibited by state law.

Bond Council has advised that state law supersedes the City Charter in only requiring one reading for a Bond Ordinance.

FUNDING SOURCE:
NA

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-111 of the City Council of the City of Bastrop, Texas, authorizing proceeding with issuance of Certificates of Obligation and further directing the publication of notice of intention to issue City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2020.

ATTACHMENTS:

- Resolution R-2019-111

RESOLUTION NO. R-2019-111

RESOLUTION AUTHORIZING PROCEEDING WITH ISSUANCE OF CERTIFICATES OF OBLIGATION AND FURTHER DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF BASTROP, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2020

THE STATE OF TEXAS §
COUNTY OF BASTROP §
CITY OF BASTROP §

WHEREAS, the City Council (the "Council") of the City of Bastrop, Texas (the " City ") has determined it to be in the City 's best interest to issue certificates of obligation for paying all or a portion of the City's contractual obligations incurred or to be incurred for (i) equipping the City's public safety departments, including acquisition of fire department equipment to include a pumper truck, aerial ladder truck and self-contained breathing apparatus, and (ii) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates (collectively the "Project"); and

WHEREAS, the Council has deemed it advisable to give notice of intention to issue the Certificates in a maximum principal amount not to exceed $2,800,000 pursuant to the provisions of the Certificate of Obligation Act of 1971, Section 271.041 et seq., Local Government Code, as amended (the "Act"), for the purpose of financing the Project; and

WHEREAS, prior to the issuance of the Certificates, the Council is required under Section 271.041 et seq., Local Government Code to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City, the notice stating: (i) the time and place tentatively set for the passage of the order authorizing the issuance of the Certificates, (ii) the maximum amount and purpose of the Certificates to be authorized; and (iii) the manner in which the Certificates will be paid; and

WHEREAS, the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

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

SECTION 1: Attached hereto is a form of the Notice of Intention to Issue the Certificates, the form and substance of which is hereby adopted and approved.

SECTION 2: The City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of the City, once a week for two consecutive weeks, the date of the first publication thereof to be before the 45th day before the date tentatively set for the passage of the ordinance authorizing the issuance of the Certificates.

SECTION 3: This Resolution shall become effective immediately upon adoption. The City Secretary is hereby authorized and directed to execute the certificate to which this Resolution is attached on behalf of the City and the Mayor, City Secretary, the City Manager and Director of Finance are further authorized to do any and all things proper and necessary to carry out the intent of this Resolution including approving appropriate changes to the notice and approving the final form of any Preliminary Official Statement for distribution to the market in connection with the sale of the Certificates.

SECTION 4: The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of each series of the obligations being issued or (ii) $9,500 per series, provided that such fee shall not be less than $750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the obligations.

[Execution Page Follows]

DULY RESOLVED AND ADPOTED by the City Council of the City of Bastrop this 12th day of November 2019.

_____	_____
Ann Franklin, City Secretary City of Bastrop, Texas	Connie B. Schroeder, Mayor, City of Bastrop, Texas

[SEAL]

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

NOTICE OF INTENTION TO ISSUE
CITY OF BASTROP, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2020

NOTICE is hereby given that it is the intention of the City Council of the City of Bastrop, Texas to issue Certificates of Obligation (the "Certificates") of the City in one or more series for the purpose of providing funds for paying contractual obligations incurred or to be incurred for: (i) equipping the City's public safety departments, including acquisition of fire department equipment to include a pumper truck, aerial ladder truck and self-contained breathing apparatus, and (ii) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates. The City Council tentatively proposes to authorize the issuance of the Certificates at its regular meeting place in the City Hall, 1311 Chestnut Street, Bastrop, Texas to be commenced at 6:30 p.m., on the 14th day of January 2020. The maximum principal amount of Certificates that may be authorized for the above listed purposes is $2,800,000. The City Council presently proposes to provide for the security and payment of the Certificates by a pledge of ad valorem taxes upon all taxable property within the City within the limits allowed by law and from a limited pledge of the City's surplus water and sewer system revenues not to exceed $1,000. The following information is required pursuant to Texas Local Government Code, Section 271.049(b)(4): As of November 12, 2019, principal of all outstanding debt obligations of the City is $40,715,000. As of November 12, 2019, combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is $51,688,653. The maximum principal amount of the Certificates to be authorized is $2,800,000. The estimated combined principal and interest required to pay the Certificates to be authorized on time and in full is $3,320,036. The estimated interest rate for the Certificates to be authorized is 2.40%. Such estimate takes into account a number of factors, including the issuance schedule, maturity schedule and the expected bond ratings of the proposed bonds. Such estimated maximum interest rate is provided as a matter of information but is not a limitation on the interest rate at which the bonds, or any series thereof, may be sold. The maximum maturity date of the Certificates to be authorized is August 1, 2030.

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 9K

TITLE:
Consider action to approve Resolution No. R-2020-116 of the City Council of the City of Bastrop, Texas approving the Bastrop Public Library to accept up to Ten Thousand Three and 20/100 Dollars ($10,003.20) in rebates from the Universal Services Administrative Co. for internet service provided by FiberLight to the Bastrop Public Library from July 1, 2019, through June 30, 2020.

STAFF REPRESENTATIVE:
Becca Sexton, Library Director

BACKGROUND/HISTORY:

The E-Rate program, also known as the Schools and Libraries section of the Universal Service Fund pays discounts on Internet Access (Category 1) and equipment (Category 2) used to connect to the Internet such as routers, wireless access points, etc.

- The administrator of the Universal Service Fund is called the Universal Service Administrative Company (USAC).
- E-Rate rules are made by the FCC.
- Discount up to 90% are determined for libraries based on the poverty level of students attending the school district where a library's main branch is located.
- Although Category 2 equipment is subject to a budget based on library square footage, there is no budget that limits the funding for Category 1 Internet Access.
- Discounts are requested in advance of the start of the funding year during a filing window. The filing window is typically between January and March. Applications are reviewed and USAC is directed by the FCC to make decisions on funding for all workable applications by September 1 of the funding year.
- The Bastrop Public Library applied for E-rate discounts and was awarded an 80% discount on eligible funded Internet Access services up to a total amount of $12,504 for the period July 1, 2019, through June 30, 2020. This equates to a $10,003.20 reimbursement.
- Discounts are realized either through the Service Provider Invoice (SPI) method or Billed Entity Applicant Reimbursement (BEAR). SPI invoices are submitted to USAC by the service provider and BEARs are submitted by the applicant. In the BEAR process (used by the library in previous funding years) the applicant pays the Internet bill in full and then submits to USAC for discounts that are transferred directly to the library's bank account.

POLICY EXPLANATION:
N/A

FUNDING SOURCE:
USAC rebates have been factored into revenue calculations for the Fiscal Year 2020 budget.

RECOMMENDATION:
Consider action to approve Resolution No. R-2020-116 of the City Council of the City of Bastrop, Texas approving the Bastrop Public Library to accept up to Ten Thousand Three and 20/100 Dollars ($10,003.20) in rebates from the Universal Services Administrative Co. for internet service provided by FiberLight to the Bastrop Public Library from July 1, 2019, through June 30, 2020.

ATTACHMENTS:

- Resolution
- Funding Commitment Decision Letter

RESOLUTION NO. R-2020-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE BASTROP PUBLIC LIBRARY TO ACCEPT UP TO TEN THOUSAND THREE DOLLARS 20/100 ($10,003.20) IN REBATES FROM THE UNIVERSAL SERVICES ADMINISTRATIVE CO. FOR INTERNET SERVICE PROVIDED BY FIBERLIGHT TO THE BASTROP PUBLIC LIBRARY FROM JULY 1, 2019, THROUGH JUNE 30, 2020.

WHEREAS, the City of Bastrop finds it in the best interest of the citizens of Bastrop that the Bastrop Public Library provide fast and reliable internet access to Library patrons; and

WHEREAS, the City of Bastrop finds it in the best interest of the citizens of Bastrop that the Bastrop Public Library seek alternate funding sources to support its initiatives;

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

Section 1. The City Council of the City of Bastrop approves the Bastrop Public Library's acceptance of up to $10,003.20 in rebates from the Universal Services Administrative Co. for internet service provided by FiberLight to the Bastrop Public Library from July 1, 2019, through June 30, 2020.

Section 2. Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

Section 3: 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 severable.

Section 4: 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 12th day of November, 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Universal Service Administrative Co.

April 27, 2019

Funding Commitment Decision Letter

Funding Year 2019

Contact Information:
Bonnie Pierson
BASTROP PUBLIC LIBRARY
1100 CHURCH ST
BASTROP, TX 78602
bonnie@bastroplibrary.org

FCC Form 471: 191011272

BEN: 141689
Wave: 1
Application Nickname: Bastrop Lib 2019-C1

Totals

Total Committed	**$10,003.20**

What is in this letter?

Thank you for submitting your application for Funding Year 2019 Schools and Libraries Program (E-rate) funding. Attached to this letter, you will find the funding statuses for the FCC Form(s) 471, Services Ordered and Certification Form, that you submitted and referenced above.

The Universal Service Administrative Company (USAC) is providing this information to both the applicant(s) and the service provider(s) so that all parties are aware of the post-commitment changes related to their funding requests and can work together to complete the funding process for these requests.

Next Steps

1. Work with your service provider(s) to determine if your bills will be discounted or if you will request reimbursement from USAC after paying the full cost for the services you receive.

2. Review the Children's Internet Protection Act (CIPA) requirements and file the FCC Form 486 (Service Confirmation and CIPA Certification Form). **The deadline to submit this form is 120 days from the date of this letter or from the service start date (whichever is later).**

3. Invoice USAC
    - **If you (the applicant) are invoicing USAC:** You must pay your service provider(s) the full cost for the services you receive and file the FCC Form 472, the Billed Entity Applicant Reimbursement (BEAR) Form, to invoice USAC for reimbursement of the discounted amount.

    - **If your service provider(s) is invoicing USAC:** The service provider(s) must provide services, bill the applicant for the non-discounted share, and file the FCC Form 474, the Service Provider Invoice (SPI) form, to invoice USAC for reimbursement for the discounted portion of costs. Every funding year, service providers must file an FCC Form 473, the Service Provider Annual Certification Form, to be able to submit invoices and to receive disbursements.

    - **To receive an invoice deadline extension, the applicant or service** provider must request an extension on or before the last date to invoice. **If you anticipate, for any reason, that invoices cannot be filed on time,** USAC will grant a one-time, 120-day invoice deadline extension if timely requested.

How to Appeal or Request a Waiver of a Decision

You can appeal or request a waiver of a decision in this letter **within 60 calendar days** of the date of this letter. Failure to meet this deadline will result in an automatic dismissal of your appeal or waiver request.

Note: The Federal Communications Commission (FCC) will not accept appeals of USAC decisions that have not first been appealed to USAC. However, if you are seeking a waiver of E-rate program rules, you must submit your request to the FCC and not to USAC. USAC is not able to waive the E-rate program rules.

- **To submit your appeal to USAC,** visit the Appeals section in the E-rate Productivity Center (EPC) and provide the required information. USAC will reply to your appeal submissions to confirm receipt. Visit USAC's website for additional information on submitting an appeal to USAC, including step-by-step instructions.

- **To request a waiver of the FCC's rules,** please submit it to the FCC in proceeding number CC Docket No. 02-6 using the Electronic Comment Filing System (ECFS). Include your contact information, a statement that your filing is a waiver request, identifying information, the FCC rule(s) for which you are seeking a waiver, a full description of the relevant facts that you believe support your waiver request and any related relief, and any supporting documentation.

For appeals to USAC or to the FCC, be sure to keep a copy of your entire appeal, including any correspondence and documentation, and provide a copy to the affected service provider(s).

Obligation to Pay Non-Discount Portion

Applicants are required to pay the non-discount portion of the cost of the eligible products and/or services to their service providers. Service providers are required to bill applicants for the non-discount portion of costs for the eligible products and/or services. The FCC stated that requiring applicants to pay the non-discounted share of costs ensures efficiency and accountability in the program. If using the BEAR invoicing method, the applicant must pay the service provider in full (the non-discount plus discount portion) **before** seeking reimbursement from USAC. If using the SPI invoicing method, the service provider must first bill the applicant **before** invoicing USAC.

Notice on Rules and Funds Availability

The applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program and the FCC's rules. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake to assure that committed funds are being used in accordance with such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction of USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.

Funding Commitment Decision Overview

Funding Year 2019

Application Comments for FCC Form 471: #191011272

The applicant did not submit any RAL corrections.

Funding Commitment Decision Overview

Funding Request Number (FRN)	Service Provider Name	Amount Requested	Amount Committed	Status
1999049747	FiberLight, LLC	$10,003.20	$10,003.20	Funded

FRN	Service Type	Status
1999049747	Data Transmission and/or Internet Access	Funded

Dollars Committed			
Monthly Cost		**One-time Cost**	
Months of Service	12		
Total Eligible Recurring Charges	$12,504.00	Total Eligible One Time Charges	$0.00
Total Pre-discount Charges		$12,504.00	
Discount Rate		**80.00%**	
Committed Amount		**$10,003.20**	

Dates	
Service Start Date	**7/1/2019**
Contract Expiration Date	**6/30/2020**
Contract Award Date	
Service Delivery Deadline	6/30/2020
Expiration Date (All Extensions)	

Service Provider and Contract Information	
Service Provider	FiberLight, LLC
SPIN (498ID)	143034904
Contract Number	
Account Number	
Establishing FCC Form 470	190023988

Consultant Information	
Consultant Name	
Consultant's Employer	E-Rate Central
CRN	16060891

Funding Commitment Decision Comments

MR1: Approved as submitted.

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 9L

TITLE:
Consider action to approve the first reading of Ordinance No. 2019-56 of the City Council of the City of Bastrop, Texas repealing and replacing Chapter Six, Health and Sanitation, as attached in Exhibit A; and repealing and replacing Chapter Eight Offenses and Nuisances, as attached in Exhibit B; and providing for findings of fact, adoption, repealer, severability, and enforcement; establishing an effective date; and proper notice and meeting, and move to include on the November 26, 2019 agenda for a second reading.

STAFF REPRESENTATIVE:
Clint Nagy, Assistant Chief of Police

BACKGROUND/HISTORY:
City Staff and the City of Bastrop's Attorney's office were asked to review and consolidate current ordinances and codes relating to nuisances, nuisance enforcement, and nuisance abatement. The ultimate goal of this process was to ensure that the City of Bastrop's ordinances were current, less ambiguous, easy to locate, follow, understand, and enforceable. This review was necessary to ensure that the City could enforce Bastrop Building Block (B3) Codes effectively.

POLICY EXPLANATION:
Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that are for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve the first reading of Ordinance No. 2019-56 of the City Council of the City of Bastrop, Texas repealing and replacing Chapter Six, Health and Sanitation, as attached in Exhibit A; and repealing and replacing Chapter Eight Offenses and Nuisances, as attached in Exhibit B; and providing for findings of fact, adoption, repealer, severability, and enforcement; establishing an effective date; and proper notice and meeting, and move to include on the November 26, 2019 agenda for a second reading.

ATTACHMENTS:
- PowerPoint Presentation
- Exhibit A (Nuisance Ordinance)
- Exhibit B (Nuisance Ordinance)
- Chart of Changes

ORDINANCE 2019-56

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS REPEALING AND REPLACING CHAPTER SIX, HEALTH AND SANITATION AS ATTACHED IN EXHIBIT A; AND REPEALING AND REPLACING CHAPTER EIGHT OFFENSES AND NUISANCES AS ATTACHED IN EXHIBIT B; AND PROVIDING FOR FINDINGS OF FACT, ADOPTION, REPEALER, SEVERABILITY, AND ENFORCEMENT; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

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

WHEREAS, the Bastrop City Council ("City Council"), as a duly-elected legislative body, finds that it is facing significant historic and contemporary land use challenges that existing regulations were not designed to address; and

WHEREAS, the City Council has determined that it was necessary to update and reorganize sections of their Code of Ordinances where nuisances are identified; and

WHEREAS, the City Council has determined it should adopt this Ordinance prohibiting the growth of grass, weeds, and other vegetation in an uncultivated manner, the accumulation of rubbish, brush, or any other objectionable, unsightly, and unsanitary matter, and litter within the City, and to declare other nuisances, including but not limited to excessive noise, odor and light; and

WHEREAS, the City Council has found and determined that to properly implement portions of this Ordinance and abate violations thereof, it is necessary to investigate complaints, determine the property owner's name and address, prepare and send out appropriate notices, file certain notices and liens with the Bastrop County Clerk, and supervise conduct of the work; and

WHEREAS, Texas Local Government Code section 51.001 provides the City general authority to adopt an Ordinance or police regulations that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Chapters 341, 342, 343, 344, 361, and 365 of the Texas Health and Safety Code, as amended; and Chapter 683 of Texas Transportation Code, as amended, the City Council wishes to establish public nuisance regulations; and

WHEREAS, the City Council finds it necessary to regulate public nuisances in order to preserve health, property, good government, and order in a Home-Rule municipality as defined under Chapter 54 of Local Government Code.

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

SECTION 1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. ADOPTION

The City Council hereby adopts Chapter 6, Nuisances Ordinance, as attached in Exhibit A; and adopts Chapter 8, General Health and Sanitation Regulations, as attached in Exhibit B.

SECTION 3. REPEALER

In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 4. SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 5. ENFORCEMENT

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

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

SECTION 7. OPEN MEETINGS

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ & ACKNOWLEDGED on First Reading on the ___ day of November 2019.

READ & APPROVED on the Second Reading on the ___ day of November 2019.

APPROVED:

by _____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Attachment "A"

Bastrop Code of Ordinances

Chapter 6: Public Nuisances

ARTICLE 6.01 - AUTHORITY OF CITY

The governing body of a municipality may:

(1) Abate and remove a nuisance and punish by fine the person responsible for the nuisance;

(2) Define and declare what constitutes a nuisance and authorize and direct the summary abatement of the nuisance; and

(3) Abate in any manner the governing body considers expedient any nuisance that may injure or affect the public health or comfort.

ARTICLE 6.02 - DEFINITIONS

Abandoned motor vehicle. A motor vehicle that is inoperable, is more than five years old, and has been left unattended on public property for more than 48 hours; has remained illegally on public property for more than 48 hours; has remained on private property without the consent of the owner or person in charge of the property for more than 48 hours; has been left unattended on the right-of-way of a designated county, state, or federal highway for more than 48 hours; has been left unattended for more than 24 hours on the right-of-way of a turnpike project constructed and maintained by the Texas Turnpike Authority division of the Texas Department of Transportation or a controlled access highway; or is considered an abandoned motor vehicle under Texas Transportation section 644.153(r).

Abate. To eliminate by removal, repair, rehabilitation, or demolition.

Brush. An uncultivated growth or dense undergrowth that may create a fire or other hazard, unsanitary condition, or harborage for rodents, vermin or pests.

Building. Any structure, moveable premises, or fence built for support, shelter, or the enclosure of a person, animal, chattel, machine, or piece of equipment.

Carrion. The dead and putrefying flesh of any animal, fowl or fish.

City. The City of Bastrop, Texas. All area that has been fully annexed by the City.

Cultivate. To prepare or prepare and use for the raising of crops.

Dangerous building or structure. Any premises, building or structure that meets the definition of an improperly maintained building or substandard building.

Filth. Any matter in a putrescent state.

Garbage. Decayable waste from a public or private source, including establishments, residences, or restaurants.

Garage keeper. An owner or operator of a storage facility.

Improperly maintained building. A building, or part of a building, or the premises on which the building is located that is maintained in such a condition as to become so defective, unsightly, or in such a condition of deterioration or disrepair that the same is a nuisance causing appreciable diminution of the property values of the surrounding property or is materially detrimental to proximate properties and improvements. This includes, but is not limited to permitting or allowing or the keeping or disposing of or the scattering over the property or premises of any of the following:

(1) Lumber, junk, trash or debris.
(2) Excavation material.
(3) Graffiti on any premises which is unshielded so as to cause substantial diminution of the enjoyment, use, or property values of the adjacent properties.
(4) Buildings which are abandoned boarded up, partially destroyed, or left unreasonably in a state of partial construction.
(5) Buildings, including unpainted buildings, which cause, or in which exist dry rot, warping, rodent, and/or termite infestation.

Impure or unwholesome matter. Any putrescible or non-putrescible condition, object or matter which tends, may, or could produce injury, death, or disease to human beings.

Junk. An accumulation for a period of five (5) days or longer of rubbish, old machinery or parts of same, old iron or other metal, glass, cordage, building materials, newspapers, abandoned vehicles, bicycles, refrigerators, stoves, washing machines, dryers, furniture, tires, cans, scrap metal, or any other object that is not completely enclosed in a building or is visible from any public street or right-of-way.

Junked vehicle. A vehicle that is self-propelled, and is:

(A) wrecked, dismantled or partially dismantled, or discarded; or
(B) inoperable and has remained inoperable for more than:
    (i) 72 consecutive hours, if the vehicle is on public property; or
    (ii) 30 consecutive days, if the vehicle is on private property.
(C) This definition only includes a motor vehicle with an expired license plate or does not display a license plate, aircraft that does not have lawfully printed on the aircraft an unexpired federal aircraft identification number registered under Federal Aviation Administration aircraft registration regulations, or watercraft that does not have lawfully on board an unexpired certificate of number and is not a watercraft described by section 31.055 of Texas Parks and Wildlife Code.

Light trespass. Light that falls beyond the property it is intended to illuminate, in a motor vehicle driver's' eyes, or upwards toward the sky.

Litter. Trash, debris, refuse, junk, garbage or other rubbish in any street, thoroughfare, alley or ditch in the city.

Lumen. The unit of measurement used to quantify the amount of light produced by a bulb or emitted from a fixture (as distinct from "watt," a measure of power consumption). The lumen rating associated with a given lamp is generally indicated on its packaging or may be obtained from the manufacturer. (Abbreviated lm)

Lux. Unit of illuminance and luminous emittance, measuring luminous flux per unit area. It is equal to one lumen per square meter. In photometry, this is used as a measure of the intensity, as perceived by the human eye, of light that hits or passes through a surface.

Motor vehicle. A vehicle that is subject to registration under Texas Transportation Code, Chapter 501 and as defined in section 531.201(11).

Motor vehicle demolisher. A person in the business of:

(1) Converting motor vehicles into processed scrap or scrap metal; or
(2) Wrecking or dismantling motor vehicles.

Noxious. Harmful, poisonous, or very unpleasant.

Objectionable, unsightly or unsanitary matter. Any matter, condition, or object which could attract rodents, reptiles or insects, and which is or could be objectionable, unsightly, or unsanitary to a person of ordinary sensitivities.

Odor. A distinctive smell, especially an unpleasant one.

Outboard motor. An outboard motor subject to registration under Chapter 31 of Texas Parks and Wildlife Code.

Owner.

(a) A person having title to real property and/or the person or entity identified as the owner in the appraisal records of the county appraisal district, or, for purposes of this chapter, the individual occupying, leasing or controlling the property at issue.

(b) Any person or entity having temporary or permanent custody of, owning, keeping, sheltering, in charge of, controlling, maintaining, having property rights to, or harboring one or more animals covered by this chapter.

(c) Any person who holds the legal title to a motor vehicle or is the registered owner of a motor vehicle, any person who has the legal right of possession thereof, or any person who is the authorized representative of such person.

Person. Any individual, firm, partnership, association, business, corporation, or other entity.

Police department. The police department of the City of Bastrop.

Premises. A privately owned or controlled property, including vacant lots, buildings designed or used for residential, commercial, business, industrial or religious purposes, or otherwise. The term includes a yard, ground, walk, private alleyway, driveway, fence, porch, steps or other structural appurtenant to the premises.

Private swimming pool. A swimming pool that is privately owned, not opened to the public, and located at a private residence, condominium, or similar facility used or intended to be used, solely by the owner or occupants of such premises or the family and friends of the owner or occupants without the payment of a fee.

Refuse. A heterogeneous accumulation of worn-out, used-up, broken, rejected or worthless materials, including but not limited to garbage, rubbish, paper, or litter, and other decayable or nondecayable waste.

Rubbish. Trash, debris, rubble, stone, fragments of building materials, or other miscellaneous useless waste or rejected matter.

Rubble. Any non-decayable waste greater than fifty (50) lbs. in weight or greater than three (3) cubic feet in size.

Smoke. A visible suspension of carbon or other particles in air, typically one emitted from a burning substance**.**

Substandard building. A building, or part of a building, or the premises on which a building is located that has inadequate sanitation, structural hazards, hazardous electrical wiring, hazardous plumbing, hazardous mechanical equipment, faulty weather protection, fire hazard, faulty materials of construction, hazardous or unsanitary premises, inadequate exits, inadequate fire-protection or firefighting equipment or improper occupancy or any other condition that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof. Specific examples of a substandard building include, but are not limited to:

(a) A building which does not have an adequate mechanism for the disposal of wastewater.
(b) A building that lacks or has improper hot and cold running water to plumbing fixtures.
(c) A building that lacks or has an improper water closet, lavatory, bathroom, or shower.
(d) A building which has been constructed or which now exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure, of the building regulations of this city, or of any law or ordinance of this state or city relating to the condition, location or structure of buildings.
(e) A building used or intended to be used for dwelling purposes because of dilapidation, decay, damage, or faulty construction or arrangement, or otherwise, that is unsanitary or unfit for human habitation or is in a condition that is likely to cause sickness or is likely to work injury to the health, safety or general welfare of those living within the city when so determined by the Chief of Police, code enforcement officer, or building official.
(f) A building used or intended to be used for dwelling purposes with light, air, and/or sanitation facilities inadequate to protect the health, safety or general welfare of persons living within.
(g) A building that by reason of obsolescence, dilapidated condition, deterioration, damage, electric wiring, gas connections, heating apparatus, or other causes is in such condition as to be a fire hazard and endangers life or other buildings or property

in the vicinity or provides a ready fuel supply to augment the spread and intensity of fire arising from any cause.

(h) Any sidewalk or driveway which is debilitated, broken, damaged, or raised to such a degree as to be injurious to property or injurious to persons using said driveway or sidewalks.

(i) Any portion, part or appurtenance of a building that is likely to fall, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.

(j) A building that has become dilapidated or deteriorated to such an extent, regardless of the cause, that it has become an attractive nuisance to children who might play therein to their danger, or has become a harbor for vagrants, criminals or immoral persons, or enable persons to resort thereto for the purpose of committing nuisance or unlawful or immoral acts.

Storage facility. Includes a garage, parking lot, or establishment for the servicing, repairing, or parking of motor vehicles.

Swimming pool. A permanent swimming pool, wading or reflection pool, or hot tub or spa over eighteen (18) inches deep, located at ground level, above ground, below ground, or indoors.

Watercraft. A vessel subject to registration under Chapter 31 of Texas Parks and Wildlife Code.

Any word not defined herein shall be construed in the ordinary context used and by ordinary interpretation, not as a term of art.

Weeds. Vegetation consisting of typically short plants with long, narrow leaves, growing wild or cultivated on lawns and pasture, not to include Shrubs, bushes, and trees, cultivated flowers and cultivated wildflowers; or cultivated crops.

ARTICLE 6.03 – NUISANCE DECLARED

Whatever is dangerous to human life or health; whatever renders the ground, the water, the air or any food or drink unwholesome and a hazard to human life and health, and whatever may injure or affect the public health or comfort in any manner is declared to be a nuisance and unlawful.

ARTICLE 6.04 - SPECIFIC CONDITIONS

The things or conditions listed in this section, among others, are declared to be nuisances, but are in no way to be construed as being an exclusive enumeration. Nuisances are liable for abatement, and the persons guilty of causing, permitting, or suffering any of them upon such person's premises or in any building occupied and/or controlled by such person or on any yard or grounds surrounding such building owned and/or controlled by such person, or in or upon any street, alley, sidewalk, right-of-way, or any property, public or private, shall, be fined upon expiration of the appropriate notification for abatement, as provided in this Chapter. The City can also use abatement by City forces, whether an emergency or not as provided for in this Chapter. Nuisances are further defined as follows:

(a) The act by any person of permitting or allowing any stagnant or unwholesome water, filth, carrion, weeds, rubbish, rubble, brush, lumber, building materials, refuse, junk, machinery or garbage, or impure or unwholesome matter of any kind, or objectionable, unsightly matter of whatever nature to accumulate or remain on any real property or premises which is owned by them or in their control, unless the offending material is entirely contained within a closed receptacle or a building and is not visible from the public right-of-way;

(b) The act by any person of throwing, depositing or leaving any trash, debris, refuse, junk, garbage or other rubbish in any public street, thoroughfare, alley or ditch in the city;

(c) The act by any person of owning, leasing, or having charge or possession of any premises or building in the city to maintain or fail to maintain same so that it becomes or is allowed to remain a substandard building or improperly maintained building;

(d) The act by any person of occupying a substandard building;

(e) The act by any person in control of or owning any premises permitting or allowing the premises to exist in an unsanitary, unhealthy, or contaminated condition or maintain the premises in such a manner that it is likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests, is a possible or probable medium of disease transmission to or between humans, or is a danger to public safety, health or welfare;

(f) The act by any person owning, in control of, or operating any swimming pool, including a private swimming pool, of maintaining the swimming pool in a manner that is unsafe, unsanitary, or a danger to public safety, health or welfare;

(g) The act by any person of planting, fixing or maintaining any trees, shrubbery or other vegetation on any parking or property within the city adjacent to the intersection of any

two (2) or more streets which obstructs the driving vision of the operator of any vehicle upon any street approaching such intersection.

(h) The act by any person of grading, filling, blocking, or otherwise obstructing a drainage easement, failing to maintain a drainage easement, or maintaining a drainage easement in a manner that allows the easement to be clogged with debris, sediment, or vegetation;

(i) The act by any person of grading, filling, blocking, altering or otherwise obstructing a premises or property that is located in either a floodplain and/or a floodway, or in areas that affect drainage into such regulated areas;

(j) The act by any person of grading, filling, blocking, altering, constructing, or obstructing property so that water is discharged on to adjoining property or premises to the detriment of person or property or in a manner that causes the water to affect the safe use or stability of the adjacent property;

(k) The act by any person of conducting any activity or harboring any animals in a manner that creates or results in noxious or offensive odors that extend beyond the property line of the originating tract or is offensive to a person of ordinary sensibilities. Odors as a result of chemicals, smoke, stagnant pools, refuse, composting, dead animals or animal excrement are per se noxious and offensive.

(l) The act by any person of making, assisting in making, permitting, continuing, causing to be made or continued or permitting the continuance of any sound which either exceeds the maximum permitted sound levels specified in section 8.03.005(c) or otherwise unreasonably disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the limits of the city, this includes but is not limited to the specific conditions listed in section 8.03.005(e).

(m) The act by any person of making, assisting in making, permitting, continuing, causing to be made or continued or permitting the continuance of any light that does not comply with the lighting requirements of the Bastrop Building Code and/or the Bastrop Building Block Code Technical Manual, including but not limited to the following:

(A) Light trespass or glare that deprives an owner or occupant of usual and reasonable use and enjoyment of a property;

(B) A high frequency or duration of periods when light trespass or glare is sufficient to interrupt or interfere with usual and reasonable use and enjoyment of a property; or

(C) Light trespass or glare that causes visual discomfort or impairment of visual performance in a manner that deprives any citizen of the city from the usual and reasonable enjoyment of a property.

(D) Light trespass or glare which is sufficiently intense or contrasts excessively with surrounding illumination, regardless of the intensity of the surrounding illumination, in a manner to cause impairment of visual performance or to distract from or impair the safe operation of a vehicle; or

(E) Light trespass or glare that impairs a person's visual performance or ability to avoid obstacles in his or her path.

(n) The act by any person of bringing, depositing, or having in the city limits a carcass or other offensive or unwholesome substance or matter;

(o) The act by any person of permitting or disposing of any human waste in any manner other than in a toilet;

(p) The act by any person of discharging household, industrial or commercial waste into any watercourse, impoundment, storm sewer or public thoroughfare or permitting treated or untreated domestic wastewater or the effluent from a septic tank or domestic tank or domestic on-site sewage management system to drain directly or indirectly into a ditch or stream, or across any adjacent land owner;

(q) The act by any person of failing to connect sinks, lavatories, garbage disposals, dishwashers, clothes washing machines, shower baths, bathtubs, basins and similar plumbing fixtures or appliances to a potable water system and public sewer or to an approved domestic on-site wastewater system.

(r) The act by any person who own property abutting the streets of the city on which shade trees are growing of failing to prune such trees or remove such trees when dead.

(s) The act by any person of allowing an abandoned vehicle, including a part of an abandoned vehicle, to be visible from a public place or public right-of-way.

(t) The act by any person of allowing a junked vehicle, including a part of a junked vehicle, to be visible at any time of the year from a public place or public right-of-way.

ARTICLE 6.05 - VIOLATION DECLARED TO BE A NUISANCE PER SE; PUNISHABLE BY FINE

All violations of this chapter shall be declared to be nuisances per se. A person committing an offense of this chapter, and upon conviction thereof, shall be guilty of a misdemeanor and shall be subject to a fine, as provided for the general penalty provision found in section 1.01.009 of this code. Said fine shall be in addition to any cost or expense that is incurred by the city to remedy the nuisance should the responsible party fail to do so after notice and a demand for compliance by the city. Each and every day that a violation declared to be a nuisance continues shall constitute a separate offense of this article.

ARTICLE 6.06 - NUISANCE ABATEMENT AND NOTICE PROCEDURES

Sec. 6.06.001 – General Notice of Violation and Abatement Procedures.

(a) In the event that any person fails or refuses to take necessary action to comply with this chapter within seven (7) days after notice of a violation, in writing, by the city, a representative of the city may:

(1) Enter upon the premises upon which the violation exists without further notice and remedy the nuisance or make the improvements required; and

(2) Pay for all work necessary to remedy the nuisance or make a required improvement and charge all expenses and cost expended by the city to the owner.

(b) The notice must be given:

(1) Personally, in writing, to the owner;

(2) By letter addressed to the owner at the owner's address, as recorded in the appraisal district records of the appraisal district in which the premises is located; or

(3) If personal service cannot be obtained or the premises owner's address is unknown:

(A) By publication at least once;

(B) By posting the notice on or near the front door of each building on the premises to which the violation relates; or

(C) By posting the notice on a placard attached to a stake driven into the ground on the premises to which the violation relates, if the premises contain no buildings.

(c) If the city mails a notice to a premises' owner in accordance with subsection (b), and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered delivered.

(d) In a notice provided pursuant to the terms of this article, the city may inform the owner of the property or premises that if another violation of the same kind or nature that poses a danger to the public health and safety occurs on or before the first anniversary of the date the violation was committed, the city may without the seven-day notice period stated in article 6.06.001(a), correct the violation at the owner's expense and assess the expense against the premises.

(e) If a violation covered by a notice under this subsection occurs within the one-year period, and the city has not been informed in writing by the owner of an ownership change, then the city may, without notice, take any action permitted by this article and assess its expenses as provided for herein.

(f) Notwithstanding anything stated herein to the contrary, the city shall have the right to immediately issue a citation and/or abate a condition that is an immediate danger to the health, life, or safety of any person and to charge the owner of the premises on which the condition occurred or the person who caused the condition with all expenses and costs expended by the city in the abatement.

Sec. 6.06.002 - Authority to abate weeds without notice.

(a) The city may abate, without prior notice to a premises owner, weeds that:

(1) Have grown higher than forty-eight (48) inches; and

(2) Are an immediate danger to the health, life, or safety of any person.

(b) Not later than the tenth day after the date the City abates weeds under this section, the Code Enforcement Officer or designee, shall give notice to the property owner in the manner consistent with section 6.06.001(b).

(c) The notice shall contain:

(1) An identification of the premises, which is not required to be a legal property description;

(2) A description of the violations that occurred on the premises;

(3) A statement that the municipality abated the weeds; and

(4) An explanation of the premises owner's right to request an administrative hearing about the municipality's abatement of the weeds.

(d) The city shall conduct an administrative hearing before the Police Chief or his or her designee, on the abatement of weeds under this section if, not later than the 30th day after the date of the abatement of the weeds, the premises owner files with the city a written request for a hearing with the City Secretary.

(e) An administrative hearing conducted under this section shall be conducted not later than the 20th day after the date of a request for a hearing is filed. The owner may testify or present any witness or written information relating to the city's abatement of the weeds.

(f) After the hearing conducted in accordance with this section, the Police Chief may uphold, modify, or overturn the actions of the Code Enforcement Officer or designee.

(g) A municipality may assess expenses and create liens as set forth in section 6.06.003 of this chapter.

(h) The authority of the city under this section is in addition to any other authority granted pursuant by law.

Sec. 6.06.003 - Assessment of Expenses; Lien

(a) The city may assess expenses incurred under this article against the real estate on which the work to remedy the nuisance is done or improvements made.

(b) To obtain a lien against a premises, the mayor, municipal health authority, or municipal official designated by the mayor must file a statement of expenses with the county clerk. The lien statement must state the name of the owner of the premises or property, if known, and the legal description of the premises or property. A signature on a lien statement may be a facsimile signature as defined by section 618.002, Government Code. The lien attaches upon the filing of the lien statement with the county clerk.

(c) The lien obtained by the city is security for the expenditures made and the interest accruing at the rate of 10% on the amount due from the date of payment by the city.

(d) The lien is inferior only to:

(1) Tax liens; and

(2) Liens for street improvements.

(e) The city may bring a suit for foreclosure in the name of the city to recover the expenditures and interest due.

(f) The statement of expenses or a certified copy of the statement is prima facie proof of the expenses incurred by the city in doing the work or making the improvements.

(g) The remedy provided by this section is in addition to any other remedy allowed by law.

(h) The city may foreclose a lien on a premises and/or property under this article in a proceeding relating to the property and/or premises described in Chapter 33, Subchapter E, of the Texas Tax Code.

(i) All charges shall bear interest at the maximum legal rate per annum from the date the city incurs the expense.

(j) The owner or any other person responsible, as provided herein, shall be jointly and severally liable for the charges.

ARTICLE 6.07 – ABATEMENT OF SUBSTANDARD OR IMPROPERLY MAINTAINED BUILDINGS

Sec. 6.07.001. - Application.

This Chapter shall apply to all substandard or improperly maintained buildings and shall apply equally to new and existing conditions.

Sec. 6.07.002. - Standards for repair, vacation or demolition.

The following standards shall be followed in ordering repair, vacation and/or demolition: If the dangerous building or structure can be feasibly repaired or the condition remedied so that it will no longer exist in violation of the terms of this Article, it shall be ordered remedied or repaired.

(a) Repairs shall be deemed feasible only if less than 50 percent of the structure of the building must be repaired or replaced or the value of the structure is reduced by less than 50 percent because of the violations. Value shall be determined by comparing the most recent valuation for the building or structure by the Bastrop County Appraisal District with the valuation of the building or structure two years prior to the most recent valuation by the Bastrop County Appraisal District.

(b) If the dangerous building or structure is in such a condition as to make it hazardous to the health, safety or general welfare of its occupants or the public, it shall be ordered vacated and secured, and the order may also require the occupants to be relocated.

(c) In any case where more than 50 percent of a building or structure is damaged, decayed or deteriorated, it shall be ordered demolished or removed, unless the Construction Standards Board of Adjustments and Appeals deems that the structure can be feasibly repaired or the condition remedied. In all cases where a building cannot be repaired, it shall be ordered demolished.

(d) If a building is ordered demolished execution of the demolition order shall not commence until 30 days after the order is mailed to the owner. The Building Official shall confirm that a verified petition appealing the demolition order has not been filed in district court before executing a demolition order.

Sec. 6.07.003. - Minimum standards for continued use or occupancy.

In this Article, the minimum standards that shall determine the suitability of a building for continued use or occupancy, regardless of the date of construction, are those found in the City's adopted building code, supplemental building code, mechanical code, supplemental mechanical code, gas code, supplemental gas code, plumbing code, supplemental plumbing code, electrical code, housing code, existing buildings code, and fire prevention codes, as amended by the City from time to time.

Sec. 6.07.004. - Commencement of proceedings.

Whenever the Building Official has determined that a building or structure is a dangerous building or structure, he shall obtain a date and time for a public hearing before the Board to determine whether the building complies with the standards set out in this Chapter. The Building

Official may seek voluntary compliance with this Chapter with the owner, lienholder or mortgagee of the building or structure before seeking a hearing before the Commission. If the Building Official receives voluntary compliance from the owner, lienholder or mortgagee, the Building Official need not seek a public hearing from the Board.

Sec. 6.07.005. - Notice of hearing.

(a) Notice of the public hearing required under section 6.07.004 shall be sent to the owner of record, lienholder and mortgagee of the affected property. The notice shall be served at least ten calendar days prior to the hearing date. The notice may be served personally or by certified mail, return receipt requested. The executed return receipt shall be prima facie evidence of service. If the owner of record, lienholder or mortgagee of the building cannot be identified, the City shall make a diligent effort, use its best efforts, or make a reasonable effort to determine the identity and address of an owner, a lienholder or mortgagee. If a notice is mailed according to this subsection and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice shall be deemed to be delivered.

(b) The City must post a notice of the public hearing on the front door of each improvement situated on the affected property or as close to the front door as practicable on or before the 10th day before the date fixed for the public hearing.

(c) The City must publish a notice of the public hearing in a newspaper of general circulation in the municipality on one occasion on or before the 10th day before the date fixed for the public hearing.

(d) The City may file a notice of the hearing in the Official Public Records of Real Property for Bastrop County.

(e) The filing of the notice of hearing in the Official Public Records of Real Property for Bastrop County is binding on subsequent grantees, lienholders or other transferees of an interest in the property who acquire such interest after the filing of the notice and constitutes notice of the hearing on any subsequent recipient of any interest in the property who acquires such interest after the filing of the notice.

Sec. 6.07.006. - Contents of notice.

(a) The notice must contain:
  (1) The name and address of the owner of the affected property if that information can be determined;
  (2) A legal description of the affected property; and
  (3) A description of the hearing.

(b) A notice of a public hearing required by section 6.07.004 sent to an owner, lienholder or mortgagee:
  (1) Must include a statement that the owner, lienholder or mortgagee will be required to submit at (1) the hearing proof of the scope of any work that may be required to comply with this Chapter and the time it will reasonably take to perform the work;
  (2) May contain a description of each violation which allegedly exists, a statement that the City may perform the required work to abate the violation if the owner fails to do so, and an explanation of the owner's right to a hearing before the Commission.

Sec. 6.07.007. - Public hearing.

At the hearing the Building Official shall present evidence of the condition of the structure and may recommend a course of action. The owner, lienholder, mortgagee or any other interested party may present evidence on any relevant issues.

Sec. 6.07.008. - Construction Standards Board of Adjustments and Appeals orders.

(a) After the public hearing, if a building is found in violation of standards set out in this Chapter or any other applicable ordinances, the Board may:
    (1) Find the building or structure to be a dangerous building or structure and order that the building be vacated, secured, repaired, removed or demolished by the owner within a reasonable time. The Board may order that the owner relocate the occupants within a reasonable time; or
    (2) In the case of a single-family dwelling occupied by the owner where the health, safety and welfare of other persons will not be affected, grant an exception to any provision of this Chapter to avoid the imposition of an unreasonable hardship.
(b) The mortgagees and lienholders shall be provided an additional reasonable amount of time to comply with the ordered action in the event the owner fails to comply with the order within the time provided for action by the owner.
(c) A Board order shall require the owner, lienholder or mortgagee of the building to within 30 days:
    (1) Secure the building from unauthorized entry; or
    (2) Repair, remove or demolish the building, unless the owner or lienholder establishes at the hearing that the work cannot reasonably be performed within 30 days.
(d) If the Board allows the owner, lienholder or mortgagee more than 30 days to repair, remove or demolish the building, the Board shall set specific time schedules for the commencement and performance of the work and shall require the owner, lienholder or mortgagee to secure the property in a reasonable manner from unauthorized entry while the work is being performed, as determined by the Board.
(e) The Board may not allow the owner, lienholder or mortgagee more than 90 days to repair, remove or demolish the building or fully perform all work required to comply with the order unless the owner, lienholder or mortgagee:
    (1) Submits a detailed plan and time schedule for the work at the hearing; and
    (2) Establishes at the hearing that the work cannot reasonably be completed within 90 days because of the scope and complexity of the work.
(f) If the Board allows the owner, lienholder or mortgagee more than 90 days to complete any part of the work required to repair, remove or demolish the building, the Board will require the owner, lienholder or mortgagee to regularly submit progress reports, as defined by the Board, to the Building Official to demonstrate compliance with the time schedules established for commencement and performance of the work. The order may require that the owner, lienholder or mortgagee appear before the Board or the Building Official to demonstrate compliance with the time schedules.
(g) If the Board allows the owner, lienholder or mortgagee to repair, remove or demolish the building, the work shall be done in compliance with all permitting requirements of the

City, Bastrop County and State of Texas. Any repair work must comply with the applicable codes for the work to be completed.

(h) If the owner, lienholder or mortgagee owns property, including structures and improvements on property, within the City limits of the City with a value that exceeds $100,000.00 in total value, the Board may require the owner, lienholder or mortgagee to post a cash or surety bond in an amount adequate enough to cover the cost of repairing, removing or demolishing a building or structure. In lieu of a bond, the Board may require the owner, lienholder or mortgagee to provide a letter of credit from a financial institution or guaranty from a third-party approved by the Board. The bond must be posted, or the letter of credit or third-party guaranty provided, not later than the 30th day after the Board issues the order. Value may be determined by using the appraised value of real property and improvements as determined by the Bastrop County Appraisal District, or its successor in interest.

(i) The owner, lienholder or mortgagee has the burden of proof to demonstrate the scope of any work that may be required to comply with the applicable City ordinances and the time it will take to reasonably perform the work.

Sec. 6.07.009. - Actions subsequent to board order.

(a) Within ten days after the date the order is issued, the City shall:
  (1) File a copy of the order in the office of the City Secretary; and
  (2) Publish in a newspaper of general circulation in the municipality in which the building is located a notice containing:
    (A) The street address or legal description of the property;
    (B) The date of the hearing;
    (C) A brief statement indicating the results of the order; and
    (D) Instructions stating where a complete copy of the order may be obtained.

(b) The Building Official shall promptly mail by certified mail, return receipt requested, a copy of the order to the owner of the building and to any lienholder or mortgagee of the building. The municipality shall use its best efforts to determine the identity and address of any owner, lienholder or mortgagee of the building. If a copy of the order is mailed according to this subsection and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the mailing is not affected, and the copy of the order shall be deemed to be delivered.

Sec. 6.07.010. - Compliance with Board order.

(a) If the building is not vacated, secured, repaired, removed or demolished, or the occupants are not relocated within the allotted time, the City may vacate, secure, remove, or demolish the building or relocate the occupants at its own expense.

(b) If the City incurs expenses under subsection (a) of this section, the City may assess the expenses on, and the City has a lien against, unless it is a homestead as protected by the Texas Constitution, the property on which the building is located. The lien is extinguished if the property owner or another person having an interest in the legal title to the property reimburses the City for the expenses. The lien arises and attaches to the

property at the time the notice of the lien is recorded and indexed in the office of the County Clerk of Bastrop County. The notice must contain the name and address of the owner if that information can be determined with a reasonable effort, a legal description of the real property on which the building was located, the amount of expenses incurred by the City, and the balance due.

(c) This section does not limit the City's ability to collect on a bond or other financial guaranty that may have been required by section 6.07.008(h).

Sec. 6.07.011. - City's authority to secure a dangerous building.

(a) The City may secure a building the Building Official determines:
    (1) Violates the minimum standards; and
    (2) Is unoccupied or is occupied only by persons who do not have a right of possession to the building.

(b) Before the 11th day after the date the building is secured, the Building Official shall give notice to the owner by:
    (1) Personally serving the owner with written notice;
    (2) Depositing the notice in the United States mail addressed to the owner at the owner's post office address;
    (3) Publishing the notice in a newspaper of general circulation if personal service cannot be obtained and the owner's post office address is unknown; or
    (4) Posting the notice on or near the front door of the building if personal service cannot be obtained and the owner's post office address is unknown.

(c) The notice must contain:
    (1) An identification, which is not required to be a legal description, of the building and the property on which it is located;
    (2) A description of the violation of the municipal standards that is present at the building;
    (3) A statement that the municipality will secure or has secured, as the case may be, the building; and
    (4) An explanation of the owner's entitlement to request a hearing about any matter relating to the municipality's securing of the building.

(d) The Board shall conduct a hearing at which the owner may testify or present witnesses or written information about any manner relating to the City's securing of the building if, within 30 days after the date the City secures the building, the owner files with the Building Official a written request for the hearing. The Board shall conduct the hearing within 20 days after the date the request is filed.

(e) If the City incurs expenses under this section, the City may assess the expenses on, and the City has a lien against, unless it is a homestead as protected by the Texas Constitution, the property on which the building is located. The lien is extinguished if the property owner or another person having an interest in the legal title to the property reimburses the City for the expenses. The lien arises and attaches to the property at the time the notice of the lien is recorded and indexed in the office of the County Clerk in the county in which the property is located. The notice must contain the name and address of the owner if that information can be determined with a reasonable effort, a legal

description of the real property on which the building was located, the amount of expenses incurred by the City, and the balance due.

(f) After the hearing conducted in accordance with subsection (d) of this section, the Board may:
  (1) Uphold the City's actions; or
  (2) Order that the amount of the lien assessed under subsection (e) of this section be reduced or extinguished.

(g) The authority granted by this section is in addition to any other remedy provided in this Chapter or by state law.

Sec. 6.07.011. - Additional authority regarding substandard building.

(a) A Board order issued pursuant to section 6.07.010 may require that after the expiration of the time allotted for repair, removal or demolition of a building:
  (1) That the City repair the building or structure at the expense of the City and may place a lien on the land which the building stands or to which it is attached for the expenses of the repair; or
  (2) Assess a civil penalty against the property owner for failure to repair, remove or demolish the building and may recover the penalty by placing a lien on the property.

(b) The City may repair a building under subsection (a) of this section only to the extent necessary to bring the building into compliance with the minimum standards and only if the building is a residential building with ten or fewer dwelling units. The repairs may not improve the building to the extent that the building exceeds minimum housing standards.

(c) If the Board orders the building or structure repaired or assesses a civil penalty against the owner under section 6.07.011, the City shall impose a lien against the land on which the building stands or stood, unless it is a homestead as protected by the Texas Constitution, to secure the payment of the repair expenses or the civil penalty. Promptly after the imposition of the lien, the City must file for record, in recordable form in the office of the County Clerk of Bastrop County, a written notice of the imposition of the lien. The notice must contain a legal description of the land.

(d) Any civil penalty or other assessment imposed under this section accrues interest at the rate of ten percent from the date of the assessment until paid in full.

(e) The City's right to the assessment lien cannot be transferred to third parties.

(f) A lien acquired under this section by the City for repair expenses may not be foreclosed if the property on which the repairs were made is occupied as a residential homestead by a person 65 years of age or older.

(g) The Board may assess and the City may recover a civil penalty, if ordered, against a property owner at the time of the Board hearing on violations of this Chapter, in an amount not to exceed $1,000.00 a day for each violation or, if the owner shows that the property is the owner's lawful homestead, in an amount not to exceed $10.00 a day for each violation, if the municipality proves:
  (1) The property owner was notified of the requirements of the ordinance and the owner's need to comply with the requirements; and
  (2) After notification, the property owner committed acts in violation of the ordinance or failed to take an action necessary for compliance with the ordinance.

(h) Notice of an action taken under subsection (a) of this section shall be the same notice provided for in section 6.07.009.
(i) The authority granted by this section is in addition to any other remedy provided in this Chapter or by State law.

Sec. 6.07.011. - Diligent or best efforts by the city.

Under this Article, the City is deemed to have made a diligent effort, used its best efforts, or made a reasonable effort to determine the identity and address of an owner, a lienholder, or mortgagee if it searches the following records:
(a) County real property records of the county in which the building is located;
(b) Appraisal district records of the appraisal district in which the building is located;
(c) Records of the secretary of state;
(d) Assumed name records of the county in which the building is located;
(e) Tax records of the City; and
(f) Utility records of the City.

Sec. 6.07.012. - Inspection of buildings, schools, churches, etc.

The Building Official, or their designee, may inspect or cause to be inspected periodically all public buildings, schools, halls, churches, theaters, hotels, apartments, commercial premises or tents for the purpose of determining whether any condition exist which render any such place a dangerous building or structure. The Building Official shall also inspect buildings under the following conditions:
(a) Any premises, building, wall or structure about which complaints are filed by any person to the effect that any premises or building, wall or structure is or may be existing in violation of this Chapter;
(b) Any premises, building, wall or structure reported by the Health, Fire or Police departments of the City as possibly existing in violation of the terms of this Chapter;
(c) Any premises, building, wall or structure that the Building Official has reason to believe may be in violation of this Chapter, wherein such inspection is conducted in accordance with the law.

Sec. 6.07.013. - Responsibility for expense of repair, removal, demolition, etc.

(a) Demolition, closure, removal or repair of a structure may be accomplished by the owner in compliance with this section or by the City. The expense of demolition, closure, correction, removal or repair, when performed under contract with the City or by City forces and filed in accordance with the law, constitutes a lien against the real property on which a structure stood and the lien runs and is attached to the land.
(b) The City may use all other lawful means to collect costs from an owner.

Sec. 6.07.014. - Timely vacation of structure.

(a) Each occupant of a structure or dwelling unit that has been ordered vacated shall vacate the structure or dwelling unit within the time specified in the order. It is unlawful for any person to occupy a structure or dwelling unit that has been ordered vacated.
(b) A person who is ordered to vacate a structure shall not be considered a displaced person and shall not be eligible for relocation assistance if:
    (1) The person is ordered to vacate a structure as a consequence of his own intentional or negligent conduct;
    (2) The person began occupying the structure after the Building Official placed a red placard on the structure warning of its dangerous condition.

Sec. 6.07.015. - Reduction of occupancy load—Notice.

(a) The Building Official shall, by certified mail, return receipt requested, sent to the last known address of the owner and occupant of a structure, as shown on the tax roll of the official records of the Tax Assessor-Collector and the records of utility service for that address of the City, give notice of a hearing to consider reduction of occupancy load of a structure or portion thereof that is overcrowded. The notice shall state:

    (1) Identification of the building that is over-occupied;
    (2) A description of the violation(s) with reference to the appropriate regulations;
    (3) Required action to abate the violation;
    (4) The right to a hearing and the time, date and location of such hearing.

Sec. 6.07.016. - Reduction of occupancy load—Public hearing.

A public hearing to consider occupancy load of a structure shall be held before a hearing panel of the Board at least ten days after receipt of notice by the owner and occupants or at least five days after the mail is returned undelivered. The Building Official shall present evidence of the overcrowded or dangerous condition of the structure and the owner, lessor or occupants may present evidence on relevant issues.

Sec. 6.07.017. - Reduction of occupancy load—Criteria for determination.

(a) A structure or dwelling unit is overcrowded if the following standards are not met:
    (1) Floor Space Per Person. Each structure or dwelling unit shall contain at least 150 square feet of habitable floor space for the first occupant and at least 100 square feet of additional habitable floor space for each additional occupant;
    (2) Sleeping Space Per Person. In each structure or dwelling unit of two or more rooms, each room occupied for sleeping purposes by one occupant shall contain at least 70 square feet of floor space, and every room occupied for sleeping purposes by more than one person shall contain at least 50 square feet of floor space for each occupant;

(3) Special Provisions. Children under 12 months of age shall not be considered occupants, and children under 12 years of age shall be considered as ½ of one occupant for purposes of Subsections 1 and 2.;
(4) Ceiling Height. For purposes of Subsections 1 and 2, a room of a structure must have a ceiling height of at least seven feet to be considered habitable space.

Sec. 6.07.018. - Reduction of occupancy load—Findings of hearing panel.

The hearing panel shall order reduction of occupancy load if it finds that the structure is overcrowded. The order to reduce the occupancy load shall be given to the occupants and the order shall also be filed in the deed records of Bastrop County.

Sec. 6.07.019. - Reduction of occupancy load—Timely compliance with order.

The occupants of a structure or dwelling unit that has been ordered reduced in occupancy load shall reduce the occupancy to the number and within the time specified in the order.

Sec. 6.07.020. - Reduction of occupancy load—Violation of order unlawful.

It is unlawful for the owner of the building or structure referred to in section 6.07.008 to permit occupancy in violation of the order.

Sec. 6.07.021. - Emergency cases.

(a) In cases where it reasonably appears there is an immediate and imminent danger to the life or safety of any person unless a dangerous building as defined in this Chapter is immediately vacated, repaired, closed or demolished, the Building Official of building inspections shall cause the immediate vacation, repair, closure or demolition of such dangerous building or part thereof. The Building Inspector shall use the least intrusive means to abate the emergency.
(b) The Building Inspector shall make reasonable attempts to notify the affected persons in accordance with section 6.07.008. The costs of such emergency repair, vacation or demolition of such dangerous building shall be collected in the manner as provided for by section 6.07.013.

Sec. 6.07.022. - Disconnecting public utilities.

The Building Official of building inspections may request that public utilities be disconnected in order that demolition may be accomplished without delay when an order for demolition has been issued or when an emergency situation exists.

ARTICLE 6.08 – ABATEMENT OF ABANDONED VEHICLES

Sec. 6.08.001 –Abatement of Abandoned Vehicles, Notice, Seizure, Auction Demolition Procedures.

(a) The Police Department shall follow the procedures for taking into custody an abandoned motor vehicle, aircraft, watercraft, or outboard motor found on public or private property as provided by Texas Transportation Code, Chapter 683, Subsection B.
(b) The Police Department shall follow the procedures for taking into custody an abandoned motor vehicle in a storage facility operated for commercial purposes as provided by Texas Transportation Code, Chapter 683, Subsection C.
(c) The Police Department shall follow the procedures for selling, giving away, or disposing of an abandoned motor vehicle as provided by Texas Transportation Code, Chapter 683, Subsection D.

ARTICLE 6.09 – ABATEMENT OF JUNKED VEHICLES

Sec. 6.09.001 – Authority to Abate

(a) The city may abate and remove from private or public property or a public right-of-way a junked vehicle or part of a junked vehicle that is a public nuisance pursuant to section 6.04 in accordance with the procedures and requirements of this article.
(b) An appropriate court of the municipality or county may issue necessary orders to enforce the procedures.
(c) Procedures for abatement and removal of a public nuisance shall be administered by regularly salaried, full-time employees of the city, except that any authorized person may remove the nuisance.
(d) A person authorized by the city to administer the nuisance abatement procedures may enter private property to examine a public nuisance, to obtain information to identify the nuisance, and to remove or direct the removal of the nuisance.
(e) The relocation of a junked vehicle that is a public nuisance to another location in the city or the county after a proceeding for abatement and/or removal of the public nuisance has commenced has no effect on the proceeding if the junked vehicle constitutes a public nuisance at the new location.
(f) In addition to any other remedies specified herein and available to the city, the city may enforce this article pursuant to section 217.002 of the Texas Local Government Code.

Sec. 6.09.002 - Notice.

(a) The Chief of Police or his designee must provide not less than ten (10) days' notice of the nature of the nuisance to:
    (1) the last known registered owner of the nuisance;
    (2) each lienholder of record of the nuisance; and
    (3) the owner or occupant of
        i. the property on which the nuisance is located; or
        ii. if the nuisance is located on a public right-of-way, the property adjacent to the right-of-way.
(b) Said notice shall comply with Texas Transportation Code section 683.075

Sec. 6.09.003 - Hearing.

(a) The City Council designates the presiding judge of the Bastrop Municipal Court of Record as the official to conduct hearings under the procedures adopted under this section and in Subchapter E of Texas Transportation Code Chapter 683.

(b) On request of a person who receives notice as provided by section 6.09.002 must be set if the request is made not later than the date by which the nuisance must be abated and removed. If a hearing is requested by a person for whom notice is required under section 6.09.002(a)(3), the hearing shall be held not earlier than the 11th day after the date of the service of notice.

(c) A person for whom notice is required under section 6.09.002(a)(3) may, within ten (10) days after service of a notice to abate said nuisance, request of the clerk of the municipal court, either in person or in writing, and without the requirement of the bond, that a date and a time be set when he or she may appear before the presiding judge of the municipal court for a hearing to determine whether or not the motor vehicle is a junked motor vehicle. Notice of any hearing set under this section shall be delivered to the Chief of Police.

(d) The judge of the municipal court shall hear any case brought before such court, as set out herein, and shall determine by a preponderance of the evidence whether or not the motor vehicle is a junked motor vehicle and in violation of this article. Such hearing shall not be criminal in nature and shall be as summary as due process and orderly procedure allows. At the hearing, the junked motor vehicle is presumed, unless demonstrated otherwise by the owner, to be inoperable.

(e) Upon finding that a motor vehicle is in violation of this article, the judge of such court shall order such defendant to remove and abate such nuisance within ten (10) days. If the party fails or refuses to remove and abate the nuisance within the allotted time, the presiding judge of the municipal court may issue an order directing the Chief of Police or his designee to have the same removed from its location. If so ordered, the Chief of Police or designee shall take possession of such nuisance and remove it from its location.

(f) If the information is available at the location of the nuisance, a resolution or order requiring removal of the nuisance must include:

(1) for a motor vehicle, the vehicle's:
    (A) description;
    (B) vehicle identification number; and
    (C) license plate number;

(2) for an aircraft, the aircraft's:
    (A) description; and
    (B) federal aircraft identification number as described by Federal Aviation Administration aircraft registration regulations in 14 C.F.R. Part 47; and

(3) for a watercraft, the watercraft's:
    (A) description; and
    (B) identification number as set forth in the watercraft's certificate of number.

(g) If the court determines that the junked vehicle must be removed, the vehicle cannot be reconstructed or made operable after removal.

(h) If the court determines that the junked vehicle must be removed, notice identifying the vehicle or part of the vehicle shall be given to the Texas Department of Motor Vehicles not later than the fifth day after the date of removal.

Sec. 6.09.004 - Abatement when persons entitled to notice cannot be found.

(a) If the post office address of the last known registered owner of the nuisance is unknown, notice may be placed on the nuisance or, if the owner is located, personally delivered.
(b) If notice is returned undelivered, action to abate the nuisance shall be continued to a date not earlier than the 11th day after the date of the return.
(c) Upon a showing of compliance with the applicable notice provisions, the presiding judge of the municipal court, the abatement procedures may continue and if it is determined that the nuisance is a junked vehicle the presiding judge may issue an order that complies with this Chapter.

Sec. 6.09.005 - Exemptions.

(a) Procedures adopted under section 6.09 may not apply to a vehicle or vehicle part:
    (1) That is completely enclosed in a building in a lawful manner and is not visible from the street or other public or private property; or
    (2) That is stored or parked in a lawful manner on private property in connection with the business of a "licensed vehicle dealer" or "junkyard" as those terms are defined in the Texas Transportation Code and the rules promulgated thereunder, or that is an antique or special interest vehicle stored by a motor vehicle collector on the collector's property, if the vehicle or part and the outdoor storage area, if any, are:
        (A) Maintained in an orderly manner;
        (B) Not a health hazard; and
        (C) Screened from ordinary public view by appropriate means, including a fence, rapidly growing trees, or shrubbery.
(b) Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, unless the context of their usage clearly indicates another meaning.

Antique vehicle. A passenger car or truck that is at least thirty-five (35) years old.

Motor vehicle collector. A person who:
    (1) Owns one or more antique or special interest vehicles; and
    (2) Acquires, collects, or disposes of an antique or special interest vehicle or part of an antique or special interest vehicle for personal use to restore and preserve an antique or special interest vehicle for historic interest.

Special interest vehicle. A motor vehicle of any age that has not been changed from original manufacturer's specifications and, because of its historic interest, is being preserved by a hobbyist.

Sec. 6.09.006 – Junk Vehicle Disposal.

(a) A junked vehicle, including a part of a junked vehicle, may be removed to a scrapyard, a motor vehicle demolisher, or a suitable site operated by a municipality or county.

(b) The city may operate a disposal site if the City Council determines that commercial disposition of junked vehicles is not available or is inadequate. The city may:
  (1) Finally dispose of a junked vehicle or vehicle part; or
  (2) Transfer it to another disposal site if the disposal is scrap or salvage only.

ARTICLE 6.10 - ENFORCEMENT

The provisions of this article shall be enforced by representatives of the city. Notwithstanding any provisions of this article to the contrary, the City Manager, building official, or his or her designee, code enforcement officer, and the Chief of Police or his or her designee has authority to issue immediate citations to persons violating any provision of this article in the presence of said official. The building official, or his or her designee, code enforcement officer, or the Chief of Police, or his or her designee, upon the showing of proper identification, are authorized to enter upon any private property and/or premises to inspect for violations of this article and to insure compliance with same. It shall be unlawful for any person to interfere with the building official, or his or her designee, code enforcement officer, or the Chief of Police or his or her designee, in the exercise of their duties under this article.

Attachment "B"

CHAPTER 8: GENERAL HEALTH AND SANITATION REGULATIONS

ARTICLE 8.01 – GENERAL

Section 8.01.001 – Enforcement

(a) A person who violates a provision of this chapter, or who fails to perform an act required of them by this chapter, commits an offense.
(b) A person violating a provision of this chapter commits a separate offense for each day or part of a day during which a violation is committed, continued, or permitted.
(c) The culpable mental state required for the commission of an offense under this chapter is governed by Section 1.01.009 of this code.
(d) Unless specifically provided otherwise in this chapter, an offense under this chapter is punishable by a fine not to exceed:
    (1) $2,000 if the provision violated governs public health or sanitation;
    (2) the amount fixed by State Law if the violation is one for which the state has fixed a fine; or
    (3) $500 for all other offenses.
(e) Prosecution for an offense under Subsection (a) does not prevent the use of civil enforcement remedies or procedures applicable to the person charged with or the conduct involved in the offense.
(f) Prosecution for an offense under Subsection (a) does not prevent the use of the abatement procedures enacted in Chapter 6 and the assessment of the costs associated with abatement.
(g) In addition to imposing a criminal penalty, the city may, in accordance with Section 54.012(5) and (10) of the Texas Local Government Code, bring a civil action against a person violating a provision of this chapter. The civil action may include, but is not limited to, a suit to recover a civil penalty pursuant to Section 54.017 of the Texas Local Government Code not to exceed $1,000 for each day or portion of a day during which each violation is committed, continued, or permitted.

ARTICLE 8.02 – PUBLIC PROPERTY

Section 8.02.001 - Defacing or tearing down public notices.

A person commits an offense if they mark, alter, deface or tear down any notice of any kind posted for public inspection by order of the City Council.

Section 8.02.002 - Sale, possession and consumption of alcohol prohibited in public areas.

(a) *Prohibited areas.* It shall be unlawful for any person to knowingly or willfully sell, possess with the intent to sell, possess, consume or possess with the intent to consume any alcoholic beverage in the following areas, except as provided herein:

(1) Within any public park, playground or recreation area in the city, not including park land owned by the State.
(2) Within any area with a Civic Space designation within the city, not including park land owned by the State.
(3) Within any park, recreation area, playground, athletic field or athletic facility owned by a public school district and located within the city.
(4) Upon any public street, sidewalk, or right-of-way which is located within a public park, playground, recreation area, or area with a Civic Space designation within the city, not including land owned by the state. Streets which have been temporarily closed for the use of parties, dances or other recreational purposes shall be considered to be public recreational areas for purposes of this section.

(b) *Administrative waivers by City Manager.* Notwithstanding any provision contained herein, the City Manager shall have the authority to approve an administrative waiver for the sale, possession, and consumption of alcoholic beverages in parks and other public areas, on a case-by-case basis when, in their sole discretion, an administrative waiver is in the best interest of the applicant, the city and the citizens of Bastrop, with all pertinent factors considered, and when the request for a waiver involves the sale, possession and consumption of alcoholic beverages: (1) for a special event to be held by a non-for profit entity, pursuant to a Special Event Permit issued by the city; (2) in a City of Bastrop public park or public area or property controlled by the city; (3) the applicant for the waiver adequately demonstrates to the City Manager that the sales, possession and consumption will not negatively impact immediately surrounding property owners or the public at large, and (4) the applicant provides the City Manager with any pertinent licensing, insurance and/or other applicable business information and documentation deemed necessary by the City Manager to grant the waiver. The City Manager is authorized to require applicants for waivers to provide proof of insurance in amounts approved by the city for the event(s), on a case-by-case basis, and to establish other reasonable and necessary limits and conditions when granting such waivers, such as hiring private security personnel or posting a refundable security deposit for post-event clean-up cost and/or trash collection, or other necessary services related to the event and the sale/consumption of alcoholic beverages. All waivers will be in effect for a stated location and period of time, as determined by the City Manager, but in no event to be longer than seventy-two (72) hours.

(c) *Deferral of waivers to the City Council.* In the event that the City Manager so desires, they may defer the administrative decision on a requested waiver related to the sale, possession and consumption of alcoholic beverages in city parks and in public areas to the City Council, for its evaluation and determination. If a request for a waiver is to be deferred to the Council, the City Manager will place the request for a waiver on an upcoming council agenda. In making exemption council decision on a requested waiver, the City Council may consider all pertinent information provided, the possible impact on the immediately adjacent neighborhood, as well as any citizen input deemed relevant and presented to the Council at the meeting. Further, the City Council shall require an applicant for exemption waiver to provide proof of liability insurance in amounts that adequately protect the public and the city.

Section 8.02.003 - Reward for reporting acts of vandalism to city property or criminal mischief.

(a) A reward may be paid for information leading to arrest and conviction of vandals damaging city property, as follows:
  (1) The city may pay a reward of up to $500 to a person who furnished information to the city that leads to the arrest and conviction of any person who damages property that is owned, operated, or under the control and responsibility of the city. One and only one reward shall be paid for each separate incident of vandalism.
  (2) Law enforcement personnel, city employees, and city officials shall not be eligible for payment of any such reward.
  (3) The City Council shall make the determination of who shall receive the reward when more than one person makes a claim for the payment of the reward noted herein, pursuant to this section. The City Council shall have and reserve the right to file a petition in the nature of a bill of interpleader in any court of competent jurisdiction if more than one person claims the reward.

(b) A reward may be paid to the person or persons who furnish information to the city leading to arrest and conviction of any individual for committing the crime of criminal mischief, as that term is defined by Texas Penal Code § 28.03, and as amended hereafter, when the criminal mischief is committed within the jurisdictional limits of the city.
  (1) The Chief of Police of the city shall determine the amount of the reward, up to but not exceeding $500, if any, to be paid to the person or persons furnishing the pertinent information.
  (2) Law enforcement personnel, city employees, city agents, city officials, and other officers, employees and/or agents of the state and other political subdivisions shall not be eligible for payment of any such reward related to criminal mischief information.
  (3) The Chief of Police of the city is the sole judge of any dispute arising over the claimed reward due to any person or persons, if any, and as to the share in such reward, and the Chief of Police's decision on all matters connected with this reward shall be final, conclusive, and not otherwise appealable.

Section 8.02.004 - Visibility obstructions at intersections.

No person shall plant, fix or maintain any trees, shrubbery or other vegetation on any parking or property within the city adjacent to the intersection of any two (2) or more streets which obstructs the driving vision of the operator of any vehicle upon any street approaching such intersection. This section shall not prohibit the owner of any property from erecting or maintaining buildings or structures permitted by this code.

Section 8.02.005 -Loitering, Camping, Solicitation in Public Area.

(a) Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, unless the context of their usage clearly indicates another meaning:

Automated teller machine. A device, linked to a bank's account records, which is able to carry out banking transactions.

Automated teller facility. The area comprised of one or more automatic teller machines, and any adjacent space that is made available to banking customers.

Bank. Includes savings banks, savings and loan associations, credit unions, trust companies, or similar financial institutions.

Camping. The use of a public area for living accommodation purposes including, storing personal belongings; making a campfire; using a tent, shelter, vehicle or other structures and/or materials for a living accommodation; carrying on cooking activities; or digging or earth breaking activities.

Check cashing business. A person or entity that is in the business of cashing checks, drafts, or selling or cashing money orders for consideration.

Loitering. Sitting, lying down, sleeping or stowing personal belongings in or on a public area, without the express permission of the entity or person who owns or otherwise controls such public areas.

Public area. An area that is accessible to the public including a street, highway, park, sidewalk, parking lot, alleyway, pedestrian way, and the common areas of a school, hospital, apartment building, office building, transport facility, shop, business, bank, rights-of-way between a roadway and the abutting property line or structure, and/or upon public rights-of-way.

Harassing. Aggressively approaching or following a pedestrian or vehicle, repetitive soliciting despite refusals, the use of abusive, profane or offensive language that causes fear and intimidation, unwanted physical contact (whether intentional or recklessly made) or a threat thereof, and/or the intentional blocking of pedestrian and vehicular traffic.

Solicit. To request, by spoken, written, or printed word or by other means of communication a donation or transfer of money, food, or any other thing from another person, regardless of the solicitor's purpose or intended use of the money or other thing, and regardless of whether consideration is offered.

(b) Loitering prohibited. A person shall not loiter in a public area. A person commits an offense if the person, after being notified by a law enforcement officer or the person that owns or controls the property that a person's activities violate a city regulation, fails to vacate the property in question.

(1) Defenses. It is a defense to prosecution under subsection (a) that a person:

(A) Was sitting or lying down because of a medical emergency;

(B) As a result of a disability, used a wheelchair or similar device to move about;

(C) Participated in or viewed a parade, festival, performance, rally, demonstration, or similar event;
(D) Waited in line to purchase a ticket to or attend a performance or a public event;
(E) Sat on a chair or bench that was supplied by an agency, entity, individual or business, unless the agency, entity, individual, or business requested that the person leave the chair or bench provided; or
(F) Operated or patronized a commercial establishment that conducts business on the sidewalk, during the time business was being conducted thereon.

(c) Camping prohibited. Camping is not allowed in public areas. A person commits an offense if the person camps in a public area that is not designated as a camping area by the city and/or parks department.
(1) This section does not apply to permitted camping or cooking in a park in compliance with park regulations or if the person is engaged in a sanctioned outdoor cooking event.
(2) It is an affirmative defense to prosecution under this subsection that a person owns the property or has secured the permission of the property owner to camp in a public area, unless such activities are otherwise prohibited by state or local regulations.
(3) Harassing solicitation prohibited. A person commits an offense if the person solicits in a harassing manner in:
(A) A public area;
(B) At a transportation stop;
(C) Within twenty-five (25) feet of:
(i) An automated teller facility.
(ii) The entrance to a bank.
(iii) The entrance or exit of a check cashing business.
(D) At a marked crosswalk;
(E) On either side of the street on a block where a school attended by minors or a childcare facility has an entrance or exit;
(F) At a sidewalk eatery.

(d) Penalty for violations. A person committing an offense of this section, and upon conviction thereof, shall be guilty of a class c misdemeanor and shall be subject to a fine of not less than $50 or more than $500.

Section 8.02.006 - Leaving merchandise or other items in front of store at night.

No goods, boxes, barrels or obstructions of any kind shall be left in front of any store on any street after close of business in the central business district. Each night, or part of a night, that such article is so left shall constitute a separate offense.

Section 8.02.007 - Duty of adjacent owners and occupants to remove litter, weeds, etc.

A person owning, occupying, or controlling real property adjacent to a public sidewalk commits an offense if they allow such sidewalk, or any part thereof, to become littered or obstructed by weeds, trash, rubbish, or other items.

Section 8.02.008 - Littering.

A person commits an offense if they throw, deposit or leave any trash, debris, refuse, junk, garbage or other rubbish in any public street, thoroughfare, alley or ditch in the city.

Section 8.02.009 - Injuring trees or shrubbery.

A person commits an offense if they break, bruise or injure any shrub, bush or tree set out along the sidewalks or around or on the premises of any person.

ARTICLE 8.03 – PRIVATE PROPERTY

Section 8.03.001 - Unsanitary conditions; generally.

(a) No person in control of or owning any premises shall permit the premises to exist in an unsanitary, unhealthy, or contaminated condition or maintain the premises in such a manner that it is likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests, is a possible or probable medium of disease transmission to or between humans, or is a danger to public safety, health or welfare.
(b) Sewage, human excreta, wastewater, garbage, or other organic material may not be deposited, stored, discharged, or exposed in such a way as to be a potential instrument or medium in disease transmission to a person or between persons.
(c) The presence of bedbugs, lice, mites, or other ectoparasites suspected to be disease carriers in a place in which sleeping accommodations are offered to the public is prohibited.

Section 8.03.002 - Swimming pools.

(a) No person owning, in control of, or operating any swimming pool, including a private swimming pool, shall maintain the swimming pool in a manner that is unsafe, unsanitary, or a danger to public safety, health or welfare.
(b) Swimming pools located outside must be enclosed in an enclosure that completely surrounds the swimming pool and is at least six (6) feet in height, but which may include an adjoining fence, wall, or building.
(c) A swimming pool enclosure that is in compliance with this section shall not contain an opening large enough to permit the passage of a two (2) inch diameter sphere.
(d) Gates leading to a swimming pool yard must be designed so as not to permit access by unauthorized persons and shall have:
    (1) A self-closing and self-latching device; or
    (2) Hardware enabling the gate to be locked by a padlock or a built-in lock operated by key, card, or combination.

Section 8.03.003 – Light

(a) Definitions**.** The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, unless the context of their usage clearly indicates another meaning:

Light trespass. Light that falls beyond the property it is intended to illuminate, in a motor vehicle driver's' eyes, or upwards toward the sky.

Lumen. The unit of measurement used to quantify the amount of light produced by a bulb or emitted from a fixture (as distinct from "watt," a measure of power consumption). The lumen rating associated with a given lamp is generally indicated on its packaging or may be obtained from the manufacturer. (Abbreviated lm)

Lux. Unit of illuminance and luminous emittance, measuring luminous flux per unit area. It is equal to one lumen per square meter. In photometry, this is used as a measure of the intensity, as perceived by the human eye, of light that hits or passes through a surface.

(b) Offenses.

(1) A person commits an offense if they fail to comply with the lighting requirements of the Bastrop Building Code and/or the Bastrop Building Block Code Technical Manual, as amended.

(2) A person commits an offense if they allow any detectable measure over zero lux at all areas past three feet of the neighboring property perimeter.
(3) A person commits an offense if they allow light to emit onto the property of another that unreasonably interferes with the neighboring property owners use and enjoyment of their property.
(4) A person commits an offense if they allow any form of light trespass or glare that deprives an owner or occupant of usual and reasonable use and enjoyment of a property.

Section 8.03.004 – Conformance to all County, State, and Federal Regulations

(a) In all Place Types, any land use shall comply with all County, State, or Federal agencies' regulations. All uses shall conform in operation, location, and construction to appropriate performance standards for noise, smoke, and particulate matter, odorous matter, fire, or explosive hazard material, toxic and noxious matter, vibration, and glare.
(b) All Federal and State pollution, noise, and requirements for toxic waste disposal shall be observed.

Section 8.03.005 – Odor.

(a) A person commits an offense if they conduct any activity or harbor any animals in a manner that creates or results in noxious or offensive odors that extend beyond the property line of the originating tract or is offensive to a person of ordinary sensibilities.
(b) The following odors are per se noxious and offensive. Odors as a result of:
    (1) chemicals
    (2) smoke
    (3) stagnant pools
    (4) refuse
    (5) composting
    (6) dead animals
    (7) animal excrement

Section 8.03.006 – Noise.

(a) Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, unless the context of their usage clearly indicates another meaning:

Daytime hours. The hours between 7:00 a.m. on one day and 9:00 p.m. the same day.

Decibel/dB(A). The intensity of a sound expressed in decibels read from a calibrated sound level meter utilizing the A-level weighting scale and the slow meter response, as specified by the American National Standards Institute.

Emergency. An unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life. Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage or loss which demands immediate action.

Emergency work. Any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency, or which is otherwise necessary to restore property to a safe condition following a fire, accident or natural disaster, or which is required to protect persons or property from exposure to danger, or which is required to restore public utilities.

Nighttime hours. The hours between 9:00 p.m. on one day and 7:00 a.m. the following day.

Nonresidential property. Any real property within the limits of the city which is not included in the definition of residential property as defined in this section.

Person. Any individual, association, partnership, or corporation.

Property line. The line along the ground surface, and its vertical extension, which separates the real property owned, leased or occupied by one person from that owned, leased or occupied by another person, and the imaginary line which represents the legal limits of property of any person who owns, leases or otherwise occupies an apartment, condominium, hotel or motel room, office or any other type of occupancy.

Public right-of-way. Any street, avenue, boulevard, highway, road, thoroughfare, sidewalk, alley or other property which is owned or controlled by a governmental entity.

Residential property. Any real property developed and used for human habitation and which contains living facilities, including provisions for sleeping, eating, cooking and sanitation, unless such premises are actually occupied and used primarily for purposes other than human habitation.

Responsible person. Any owner, operator, or lessee of the property or premises from which a sound emanates, whether real property or personal property; or any other person who causes, suffers, allows or permits a sound.

Penalty. Any person who violates any provision of this article is guilty of a misdemeanor and, upon conviction, shall be subject to a fine in accordance with the general penalty provision found in section 1.01.009 of this code. Each occurrence of any violation shall constitute a separate offense. To the extent that any conduct prohibited under this article also constitutes an offense under state law, then it shall be punishable as provided by state law.

Maximum permissible sound levels. No person shall conduct, permit or allow any activity or sound source to produce a sound that is discernible beyond the property lines of the property on which the sound is being received that when measured as provided in this article exceeds the applicable dB(A) level listed below for the property on which the sound is received:

(a) Residential property: 75 dB(A) during daytime, and 70 dB(A) during nighttime hours.

(b) Nonresidential property: 85 dB(A) during daytime, and 80 dB(A) during nighttime hours.

Prima facie evidence. The dB(A) levels set forth in this section apply to the property where the sound is being received. Evidence that an activity or sound source produces a sound that exceeds the dB(A) levels specified in this section, when measured at the site where the sound is being received, if available, shall be prima facie evidence of a noise which unreasonably disturbs, injuries or endangers the comfort, repose, health, peace or safety of others within the limits of the city in violation of this article.

(b) *General prohibition*. It shall be unlawful for any person to make, assist in making, permit, continue, cause to be made or continued or permit the continuance of any sound which either exceeds the maximum permitted sound levels specified in section 8.03.006(a) or otherwise unreasonably disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the limits of the city. The acts enumerated in the following sections of this article, among others, are specifically prohibited, but such enumeration shall not be deemed to be exclusive.

(1) *Noisy vehicles*. The use of any automobile, motorcycle, or other vehicle so out of repair, so loaded, or in such a manner so as to create loud and unreasonable grating, grinding, rattling or any other loud and unreasonable sound is hereby prohibited and declared to be unlawful.

(2) *Amplified sound from motor vehicle*. It is unlawful for any person to operate a radio, tape or CD player, or other electronic or mechanical sound-making device from within a motor vehicle in the city in a manner that emits sounds that are audible on a public right-of-way, street, or highway, to the human ear of a person with average and normal hearing, at a distance of thirty-five (35) feet or more from the motor vehicle. It shall be presumed that the driver of any vehicle is the operator of the sound-making device(s).

(A) The following exceptions shall apply to the prohibitions noted in subsection (e) above:

1. The provisions of this section shall not apply to any law enforcement motor vehicle equipped with any communication device necessary in the performance of law enforcement duties or to any emergency vehicle equipped with any communication device necessary in the performance of any emergency procedures.
2. The provisions of this section do not apply to motor vehicles used for business or political purposes, which in the normal course of conducting such business use sound-making devices.
3. The provisions of this section do not apply to the noise made by a horn or other warning device required or permitted by state law.

(3) *Engine braking*. The use of engine brakes or similar mechanical/vehicular devices in such a manner or resulting in noises of a volume that a person of ordinary sensibilities is annoyed and/or otherwise disturbed by them, while operating equipment and/or vehicles within the city's municipal boundaries, is hereby prohibited.

(c) *Defenses*. The following defenses shall apply to any offense established in this article:

(1) The emission of any sound was for the purpose of alerting persons to the existence of an emergency, danger or attempted crime or an authorized test or drill for emergency, danger or attempted crime.

(2) The sound was produced by emergency or regularly scheduled work necessary to restore public utilities, or to restore property to a safe condition, or to protect persons or property from imminent danger, following a fire, accident or natural disaster, or to collect garbage, or to clean city streets with a street sweeper.

(3) The sound was generated:

(A) At a lawfully scheduled stadium event;

(B) By a parade and spectators and participants on the parade route during a permitted parade;

(C) By spectators and participants at a lawfully scheduled amphitheater event;

(D) By patrons and participants using cannons and gunfire during historical battle reenactments for which a pyrotechnic permit was obtained and the explosives were inspected by the fire marshal;

(E) By a pyrotechnic display that was inspected and approved by the fire marshal;

(F) By spectators and participants of any outdoor event, fun run, race, festival, fiesta, or concert which was sponsored, cosponsored, or permitted by the city; or

(G) By any other lawful activity which constitutes protected expression pursuant to the First Amendment of the United States Constitution.

(H) The sound was produced by the erection, excavation, construction, demolition, alteration, or repair work, or the permitting or causing thereof, of any building or other structure, or facility, or the operation or the permitting or causing the operation of any tools or equipment used in any such activity, conducted between the hours of 7:00 a.m. and 9:00 p.m. and which activity did not produce a sound exceeding 95 dB(A) when measured from the nearest residential property where the sound is being received.

(I) The sound was produced by aircraft in flight or in operation at an airport, or railroad equipment in operation on railroad rights-of-way.

(J) The sound was produced by operating or permitting the operation of any mechanically powered saw, drill, sander, router, grinder, lawn or garden tool, lawnmower, or any other similar device used between the hours of 7:00 a.m. and 9:00 p.m. and used for the maintenance or upkeep of the property on which it was used.

(K) The sound was generated as authorized under the terms of a permit issued under section 8.03.006(e) of this article.

(L) The sound was produced by the operation of any air conditioning unit which did not produce a sound exceeding 75 dB(A) on residential property or 85 dB(A) on nonresidential property, when measured at or near fifteen (15) feet from the air conditioning unit producing the sound being measured.

(M) The sound was produced by church bells or church chimes when used as part of a religious observance or service during daytime hours and which did not exceed five (5) continuous minutes in duration in any one-hour period.

(N) The sound was produced by the “noon” siren.

(O) The sound was produced by a locomotive or train horn.

(d) *Method of sound measurement*. Whenever portions of this article prohibit sound over a certain decibel limit, measurement of said sound shall be made with a calibrated sound level meter. Noise levels shall be measured in decibels. The unit of measurement shall be designated as dB(A). Meters shall be maintained in calibration and good working order. Measurements recorded shall be taken so as to provide a proper representation of the sound being measured. The microphone of said meter shall be positioned so as not to create any unnatural enhancement or diminution of the measured sound. Except as provided in sections 8.03.006(b)(2) and 8.03.006(c)(3)(L), measurements shall be taken at or near the nearest property line of the property where the sound is being received.

(e) *Permit for use of outdoor sound amplification equipment*. No person shall use or cause to be used any loudspeaker, loudspeaker system, sound amplifier or any other machine or device which produces, reproduces, or amplifies sound outside of buildings or other enclosed structures in a manner which exceeds the levels specified in section 8.03.006(b), when measured from the property where the sound is being received, without first obtaining a permit to do so. Such permit:

(1) May be obtained by making application to the director of the city department so designated by the City Manager.

(2) Is valid for one fourteen-hour period between the hours of 8:00 a.m. and 10:00 p.m., except for events in city parks, for which the permit is valid for two sixteen-hour periods ending at 12:00 midnight on Thursday and Friday and one seventeen-hour period between the hours of 8:00 a.m. on Saturday and ending at 1:00 a.m. on the next following Sunday.

(3) Shall not be issued for the same location more than twice during the thirty-day period, except for events at city parks, for which there may be three (3) permits issued during any thirty-day period.

(4) Shall not authorize, allow, or otherwise permit the production, reproduction, or amplification of sound which exceeds 85 dB(A) when measured from the nearest receiving property.

(5) The use of any loudspeaker, loudspeaker system, sound amplifier or any other similar machine or device which is permitted pursuant to this section is subject to the following regulations:

i. The only sound permitted shall be either music or human speech or both.

ii. The volume of the sound amplified pursuant to this section shall not exceed 85 dB(A) when measured from the nearest receiving property.

iii. No equipment permitted pursuant to this section shall be operated during the hours between 10:00 p.m. and 8:00 a.m.

(6) The application for the permit required to be filed pursuant to this section shall contain the following information:

i. The date of the application and the date and hours for which the permit is requested.

ii. The name and address of the applicant.

iii. The name and address of the person who will have charge of the sound amplifying equipment.

iv. The purpose for which the sound equipment will be used.

v. The address and a description of the location where the sound equipment will be used.

vi. A description of the type of sound amplifying equipment to be used.

Section 8.03.007 – Smoke and Particulate Matter

(a) No operation or use shall cause, create, or allow the emission for more than three minutes in any one hour of air contaminants which at the emission point or within the bounds of the property are:

(1) As dark or darker in shade as that designated as No. 2 on the Ringleman Chart as published by the United States Bureau of Mines Information Circular 7118.
(2) Of such opacity as to obscure an observer's view to a degree equal to or greater than does smoke or contaminants in the standard prescribed in 3-1302-1 above [sic] except that, when the presence of uncombined water is the only reason for failure to comply or when such contaminants are emitted inside a building which prevents their escape into the atmosphere, the standards specified in 3-1302-4 and -2 shall not apply.
(3) The emission of particulate matter from all sources shall not exceed 0.5 pounds per acre of property within the plant site per any one hour.
(4) Open storage and open processing operations, including on-site transportation movements which are the source of wind or air borne dust or other particulate matter; or which involves dust or other particulate air contaminants generating equipment such as used in paint spraying, grain handling, sand or gravel processing or storage or sand blasting shall be so conducted that dust and other particulate matter so generated are not transported across the boundary line of the tract on which the use is located in concentrations exceeding four grains per 1000 cubic feet of air.

Section 8.03.008 – Fire or Explosive Hazard Material

(a) No use involving the manufacture or storage of compounds or products which decompose by detonation shall be permitted except that chlorates, nitrates, perchlorates, phosphorus, and similar substances and compounds in small quantities for use by industry, school laboratories, druggists or wholesalers may be permitted when approved by the Fire Marshal of the City of Bastrop.

(b) The storage and use of all flammable liquids and materials such as pyroxylin plastics, nitrocellulose film, solvents, and petroleum products shall be permitted only when such storage or use conforms to the standards and regulations of the City of Bastrop Fire Code or are approved by the Fire Marshal.

Section 8.03.009 – Toxic and Noxious Matter

No operation or use shall emit a concentration across the bounding property line of the tract on which such operation or use is located of toxic or noxious matter which will exceed 10 percent of the concentration (exposure) considered as the threshold limit for an industrial worker as such standards are set forth by the Texas State Department of Health.

Section 8.03.010 – Vibration

No operation or use shall at any time create earth borne vibrations which when measured at the bounding property line of the source operation exceed the limits of displacement set forth in the following table in the frequency ranges specified:

Frequency Cycles Per Seconds	Displacement in Inches
0 to 10	.0010

10 to 20	.0008
20 to 30	.0005
30 to 40	.0004
40 and over	.0003

Section 8.03.011 – Drainage

(a) No person may grade, fill, block, or otherwise obstruct a drainage easement, fail to maintain a drainage easement, or maintain a drainage easement in a manner that allows the easement to be clogged with debris, sediment, or vegetation.
(b) No person shall grade, fill, block, alter or otherwise obstruct a premises or property that is located in either a floodplain and/or a floodway, or in areas that affect drainage into such regulated areas.
(c) No person shall grade, fill, block, alter, construct, or obstruct property so that water is discharged on to adjoining property or premises to the detriment of person or property or in a manner that causes the water to affect the safe use or stability of the adjacent property.
(d) Property owners are responsible for maintaining drainage easements on their property to the point that all such easements abut the adjacent street surfaces (whether gravel, dirt, or pavement, etc.) or if not abutting a street surface then at the point their property abuts the back of curb, or the public right-of-way, whichever is applicable to a particular property and owner.

Section 8.03.012 - Control of mosquitoes.

(a) Conditions under which mosquitoes are likely to breed. Collections of water in which mosquitoes breed or are likely to breed are those contained in ditches, ponds, pools, excavations, holes, depressions, open cesspools, privy vaults, fountains, cisterns, tanks, shallow wells, barrels, troughs, urns, cans, boxes, bottles, tubs, buckets, defective house roof gutters, tanks of flush closets and other water containers.
(b) Treatment required. No person shall have, keep, maintain, cause or permit within the city any collection of standing or flowing water in which mosquitoes breed or are likely to breed unless such collection of water is treated so as effectually to prevent such breeding.
(c) Evidence of breeding. The natural presence of mosquito larvae in standing or running water shall be evidence that mosquitoes are breeding therein.
(d) Methods of treatment. Collections of water in which mosquitoes breed or are likely to breed shall be treated by one or more of the following methods as shall be approved by the city's Public Works Director or their designee:
    (1) Screening with wire netting of at least sixteen (16) meshes to the inch each way, or any other materials which will effectually prevent the ingress or egress of mosquitoes.

(2) Complete emptying every seven (7) days of unscreened containers, together with their thorough drying or cleaning.
(3) Using a larvicide approved by and applied under the direction of the city's Public Works Director or their designee.
(4) Covering completely the surface of the water with kerosene, petroleum or paraffin oil once every seven (7) days.
(5) Cleaning and keeping free of vegetable growth and other obstructions, and stocking with mosquito-destroying fish.
(6) Filling and draining to the satisfaction of the city's Public Works Director or their designee.
(7) Disposal by removal or destruction of broken or empty containers likely to hold water.

Section 8.03.013 - Wastewater disposal and potable water system.

(a) No person shall permit or dispose of any human waste except in a toilet. Flush toilets must be connected to a potable water system and public sewer or an approved domestic on-site wastewater system.
(b) No household, industrial or commercial waste shall be discharged into any watercourse, impoundment, storm sewer or public thoroughfare. In no case shall treated or untreated domestic wastewater or the effluent from a septic tank or domestic tank or domestic on-site sewage management system be permitted to drain directly or indirectly into a ditch or stream, nor shall it be allowed to surface or run or drain across any adjacent land owner.
(c) All sinks, lavatories, garbage disposals, dishwashers, clothes washing machines, shower baths, bathtubs, basins and similar plumbing fixtures or appliances shall be connected to a potable water system and public sewer or to an approved domestic on-site wastewater system.

Section 8.03.014 – Pruning and removal of trees abutting streets.

All owners of property abutting the streets of the city on which shade trees are now growing shall provide for the pruning of such trees or for their removal when dead.

Section 8.03.015 – Weeds.

(a) No person shall permit rank and/or uncultivated vegetable growth or matter to:
(1) Grow to twelve (12) inches or more in height on any lot, tract or parcel of land within the corporate limits of the city that is five (5) acres or less in size;
(2) Create an unsightly or unsanitary condition that is a harborage for rodents, vermin or other disease carrying pests, regardless of the height of weeds;
(3) Grow in excess of twelve (12) inches in height on tracts of land more than five acres in size that is located within twenty-five (25) feet of a public street or right-of-way within the corporate limits of the city or within twenty-five (25) feet of any lot that is occupied by a residence or business; or
(4) Persons are responsible for removal of grass and weeds from their property, as noted above, to the back of the curb of an abutting roadway, or, in the absence of

a curb, then to the surface of an adjacent abutting roadway or abutting public right-of-way; or to the point on the property as otherwise determined by the code enforcement officer to be required for weed/grass abatement necessary to protect and maintain the public's health, welfare and safety.

(b) For purposes of this section the following shall not constitute a weed:
  (1) Shrubs, bushes, and trees;
  (2) Cultivated flowers and cultivated wild flowers; or
  (3) Cultivated crops.

ARTICLE 8.04 – FIREARMS

Section 8.04.001 – Definitions.

(a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, unless the context of their usage clearly indicates another meaning:

City building and city vehicle. Any building or portion of a building or any vehicle owned, occupied, leased, or under the authorized use or control of the city for city operations and activities. The term does not include any public or private driveway, street, sidewalk or walkway, parking lot, parking garage, or other parking area.

Gun, pistol, rifle, shotgun, and firearm. Any device designed, made, or adapted to expel a projectile through a barrel by using explosive energy generated by an explosion or burning substance, or any device readily convertible to that use, and shall include all air guns, air pistols, air rifles, and all other firearms using air pressure to propel a projectile. For purposes of this section, "taser" type weapons, crossbows, and bows and arrows are considered to be firearms.

Handgun. Any firearm that is designed, made, or adapted to be fired with one (1) hand.

Section 8.04.002 – Discharge.

(a) Prohibitions.
  (1) It shall be unlawful for any person to discharge or cause to be discharged any BB gun, pellet gun, gun, pistol, rifle, shotgun, or firearm of any kind within the city limits, except within a properly secured indoor firearms range constructed and maintained in accordance with National Rifle Association specifications and standards or upon a range owned and operated by a governmental entity.
  (2) It shall be unlawful for any person to discharge or cause to be discharged any BB gun, pellet gun, gun, pistol, rifle, shotgun, or firearm of any kind on, along, across, over, or into any portion of the Colorado River situated within the city's municipal limits.
  (3) It shall be unlawful for any person to discharge or cause to be discharged any BB gun, pellet gun, gun, pistol, rifle, shotgun, or firearm of any kind in a manner that results in any shot, projectile, slug or ammunition falling within the city's municipal limits.

(b) Exemptions. The provisions of this section do not apply to:

(1) This section shall not be construed to prohibit any peace officer of the law, or authorized animal control officer, from discharging a firearm in the performance of his or her duty, nor does this section prohibit any citizen from discharging a firearm when lawfully defending person or property.
(2) This section shall not be construed to prohibit the exhibition and sale of firearms at approved firearm trade shows in the city.
(3) Nothing contained herein shall be deemed to prohibit the use of pneumatic nail guns or similar construction tools, when used for their intended purpose.
(4) This section does not apply to members of the U.S. armed forces and members of the military forces of the state while engaged in the performance of official duties.
(5) This section does not apply to the discharge of airguns, BB guns, toy guns, or bows and arrows by citizens on their own property, provided that no projectile fired from these weapons is fired onto or into, or reaches, another person's property.

Section 8.04.003 – Carrying in city building or city vehicle.

(a) It shall be unlawful for any person, other than a peace officer, while carrying a firearm, regardless of whether or not the person is duly licensed by the state to carry a handgun, to enter into or remain on the premises of:
    (1) Any city building that is utilized by a court, while carrying a firearm, unless written authorization is first obtained from the court;
    (2) Any city building that is serving as a polling place on the day of an election or at any time while early voting is in progress in the city building; and
    (3) Any city building in which a public meeting, of the city is being held, pursuant to the Open Meetings Act requirements.
(b) The City Manager shall direct the city staff to:
    (1) Provide notice at all entries to all city buildings in the form and language prescribed by Chapter 30 of the Texas Penal Code, and as that chapter may be amended from time to time, that entry into that city building is forbidden to any person carrying a firearm in accordance with this section.
    (2) Provide a notice to anyone who is found to be carrying a firearm in accordance with this section and applicable state law, to exit the city building and/or the city vehicle.
(c) This section does not apply to a peace officer or a commissioned security officer hired by or under contract with the city and acting within the scope of that employment, or to a peace officer of another unit of government lawfully acting within the scope of the peace officer's duties.

ARTICLE 8.05 – MINORS CURFEW

Section 8.05.001 – Definitions

(a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, unless the context of their usage clearly indicates another meaning:

Curfew hours.

(1) 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday, until 5:00 a.m. of the following day; and
(2) 12:01 a.m. until 5:00 a.m. on any Friday or Saturday; and
(3) During school hours on any Monday, Tuesday, Wednesday, Thursday, or Friday when Bastrop Independent School District public schools are in session.

Custodian. A person over the age of 21 who is authorized or designated by a parent, guardian, or court of competent jurisdiction to supervise and control a minor.

Emergency. An unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life. Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage or loss which demands immediate action.

Establishment. Any privately owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

Guardian.

(1) A person who, under court order, is the guardian of the person of a minor; or
(2) A public or private agency with whom a minor has been placed by a court.

Minor. Any person:

(1) Ten years of age or older and under 17 years of age; or
(2) 17 years of age or older and under 18 years of age.

Operator. Any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

Parent. A person who is a natural parent, adoptive parent, or stepparent of the minor (excluding any person whose parental rights have been terminated in accordance with the Texas Family Code).

Public place. Any place in which the public or a substantial group of the public has access, but excluding areas where access is controlled by property owners and/or management by use of signs, policy or personnel. Public places may include but are not limited to, streets, highways, common areas beyond the exterior walls of school buildings, hospitals, apartment houses, office buildings, transport facilities, shops, and shopping centers.

Remain. To:

(1) Linger or stay; or
(2) Fail to leave premises when requested to do so by a peace officer or the owner, operator, or other person in control of the premises.

Serious bodily injury. Bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

Section 8.05.002 – Offenses.

(a) A minor commits an offense if he knowingly remains, walks, runs, stands, drives, rides, or otherwise is present in, on or upon any public place, or any private place other than his place of residence, or on the premises of any establishment within the city during curfew hours.
(b) A parent, guardian, or custodian of a minor commits an offense if he knowingly permits, or by insufficient control allows, the minor to remain, walk, run, stand, drive, ride, or otherwise be present in, on, or upon any public place or on the premises of any establishment within the city during curfew hours.
(c) The owner, operator, or any other person in control of a public place or establishment commits an offense if he or she knowingly allows or permits a minor to remain upon the premises of the public place or establishment during curfew hours.

Section 8.05.003 – Defenses.

(a) It is a defense to prosecution under section 8.05.002 that the minor was:
    (1) Accompanied by the minor's parent, guardian, or spouse, or custodian;
    (2) On an errand at the direction of the minor's parent or guardian, without any detour or stop;
    (3) In a motor vehicle involved in interstate travel with the consent of the minor's parent, guardian, or custodian;
    (4) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
    (5) Involved in an emergency;
    (6) On private property at which the minor resides or is present with consent of the parent, guardian, custodian, or spouse;
    (7) Attending an official school, religious, or other recreational activity supervised by a person over the age of 21 and sponsored by the city, a civic organization, or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by a person over the age of 21 and sponsored by the city, a civic organization, or another similar entity that takes responsibility for the minor;
    (8) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or
    (9) A minor who has had disabilities of minority removed in accordance with Texas Family Code, Ch. 31.

(b) It is a defense to prosecution under section 8.05.002(c) that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.
(c) With respect to the school hours curfew only (see section 8.05.001, definition of "curfew hours," subsection (3)), it is a defense that the school which the minor attends was not in session, that the minor is a high school graduate or has equivalent certification, that the minor is on an excused absence from his or her place of schooling, or that the minor is participating in a work-study program which requires the minor to be off campus during school hours.

Section 8.05.004 – Enforcement procedures.

All enforcement procedures adopted by the police department shall be in compliance with the provisions of the Texas Family Code.

Section 8.05.005 – Penalties.

(a) Any minor violating this division shall be guilty of a class C misdemeanor.
(b) Any other person violating this division shall be guilty of a class C misdemeanor, which shall be punishable by a fine of not less than $50 nor more than $500.
(c) When required by Texas Family Code, § 51.08, as amended, the municipal court shall waive original jurisdiction over a minor who violates section 8.05.002 of this division and shall refer the minor to juvenile court.

City of Bastrop
Chart of Changes
for
ORDINANCE 2019-56

PUBLIC NUISANCES – EXHIBIT A		
Code Reference	**Change**	**Discussion**
Article 6.01	Updated the definition for abandoned motor vehicle to match Texas Transportation Code, added definition for dangerous building or structure, and updated the definition for junked vehicle to match Texas Transportation Code.	The City can create a more inclusive definition of a junked vehicle per Tex. Trans. § 683.0711.
Article 6.02	Deleted the "health officer" in its entirety.	Staff confirmed that this position is not being utilized. We need to scrub the rest of the Code and remove references to this position throughout.
Sec. 6.06.002(d)	Changed this from being an administrative hearing conducted before the City Manager to the Police Chief.	This is a recommended change, but council can designed the hearing officer as they see fit.
Sec. 6.06.002	Changed provision regarding abating weeds without notice to those situations where weeds have (1) have grown higher than 48 inches; and (2) are an immediate danger to the health, life, or safety of any person	This previously stated "or" but Health and Safety Code Sec. 342.008 requires that both elements be satisfied.
Sec. 6.06.003	Changed "shall" to "may" Changed list of people who can file a lien to mirror state law.	Liens require a lot of paperwork. I think it makes sense for this to be discretionary depending on the amount owed.

Article 6.07	Updated abatement procedures for substandard buildings to be more specialized.	TEX. LOC. GOV'T CODE § 214 has specific requirements for abating substandard buildings through an administrative process. Additionally, Dallas v. Stewart raises concerns about demolishing buildings without a court order so these procedures take that into account and require the City to wait until all appeals have been exhausted before demolishing a nuisance building. The Construction Standards Board of Adjustments and Appeals has been designated as the body to her these appeals, but the ordinance can declare any competent body to handle these hearings.
Article 6.08	Directly references Texas Transportation Code instead of copy and pasting state law into the Code.	This reduced the chance that state law will change and conflict with the City's procedures.
Article 6.09	Confirmed that the Bastrop Code is compliant with State law (a)-(f) recite state law.	Kept the recitation of these procedures because this section of state law says, "A municipality or county may adopt procedures that conform to this subchapter." Therefore, I think it is better to clearly adopt specific procedures for junk vehicles.
Sec. 6.09.002	This section now references Texas Transportation Code instead of having the law copy and pasted.	This reduced the chance that state law will change and conflict with the City's procedures.
Sec. 6.09.003(a)	Change the language to state that the presiding judge would conduct the public hearings instead of "the court."	State law requires that the governing body or the official designated by the governing body to conduct these hearings. Therefore, I think it is important we designated the presiding judge not just "the court."
Sec. 6.09.003(g)	Clarified that "the department" is the "Texas Department of Motor Vehicles."	This is to be consistent with state law.
Sec. 6.09.004	Changed the "Abatement when persons entitled to notice cannot be found" to mirror state law.	To be consistent with state law.

GENERAL HEALTH AND SANITATION REGULATIONS – EXHIBIT B		
Chapter 8	Major reorganization. Moved offenses from Ch. 6 here, moved nuisance provisions to Ch. 8, organized regulations by those that regulate public property and those that regulate private property, then minors and firearms.	
Current Code Sec. 8.01.004	Removed section prohibiting driving across sidewalks.	Already prohibited under Texas Transportation Code Section 545.422
Current Code Sec. 8.02.001 ;002	Removed regulations for occupying, enclosing or using city land, and fencing public streets.	Penal Code 42.03 already prohibits any kind of obstruction of a public roadway.
Section 8.02.003	Revised the "rewards" sections of the previous code. Combined them into one section. Changed the language so that the rewards are discretionary and not mandatory. Changed the language of the criminal mischief reward to mirror that of the vandalism reward and not include "standing offer" language.	As written the sections limited discretion to give rewards and required budgeting for rewards, I was not sure was happening.
Sec. 8.02.004	Deleted the specific abatement and notice procedures for the "visibility obstructions at intersections."	No need to have a separate procedure to abate this process. This conduct was added to the specific conditions list in Ch. 6 and can be abated via the general abatement procedures included in Ch. 6.
Sec. 8.02.005	Reorganized and clarified language of the Loitering, Camping, Solicitation in Public Area violations.	Council may want to review this section critically. There has a been a recent surge of political activism about criminalizing homelessness.
Current Code 8.01.008	Deleted the definition for aggressive from the new Section 8.02.005 because it mimicked the definition of harassing solicitation. Reworded the definition of harassing.	Provides clarity.
Current Code 8.01.008	Removed language from the new Section 8.02.005 that stated "this section does not proscribe a demand for payment…"	It was unclear what the purpose of the language was and it did not seem necessary.
Current Code 8.01.008	Removed language from the new Section 8.02.005 prohibiting public bathing.	Already a disorderly conduct violation that could be cited under Penal Code 42.01.
Current Code	Removed section from the new Section 8.02.005 regarding	The default is that if the fine is less than $500 no

8.01.008	mental state.	culpable mental state is required. We don't need to repeat that here.
Section 8.02.009	Changed the section on "injuring trees or shrubbery" to exclude a mental state requirement.	This section may be hard to enforce as written, but removing the "willfully and wantonly" will make it easier to prosecute.
Sec. 8.02.006	Added "after close of business" because the language made it seem like stores were never able to have merchandise in front of the store. Also, removed the language regarding not being able to keep merchandise overnight on the sidewalk if obstructs traveling public.	This section calls out the "Central Business District." If there is a better name for the downtown, we should change the language to that. Obstructing sidewalks is already prohibited under Texas Penal Code 42.03.
Sec. 8.03.003	Creates criminal violations for violating the lighting regulations or creating a lighting nuisance.	
Sec. 8.03.004	Incorporated language regarding animal odor nuisances.	Animal "nuisances" are mentioned in Chapter 2 – Animal Control. But they basically restate the general sanitations, odor and noise nuisances as they relate to animals so we just include animals in the examples here.
Sec. 8.03.004	Added language to state that all land uses in all Place Types need to conform to County, State, and Federal regulations	
Sec. 8.03.005	Reworked the noise ordinance to be more enforceable. Changed the general prohibition to include any noise that "unreasonably disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the limits of the city."	Limited violations to just those that are over a certain decibel level make a lot of noise nuisances unenforceable. Think constantly crowing rooster. You will probably not get an offending decibel reading on that, but it could still be a nuisance.
Sec. 8.03.006	Creates exceptions to the noise ordinance for the noon whistle and train horns	Per Council request
Sec. 8.03.007	Added language regulating smoke and particulate matter.	
Sec. 8.03.008	Added language prohibiting storage of fire, explosives, or hazardous materials.	
Sec. 8.03.009	Added language setting regulations for toxic or noxious matter that may be exposed beyond the property line.	
Sec. 8.03.010	Added requirements for earth borne vibrations.	
Sec. 8.03.012	Changed references to "health officer" in the mosquito	Health officer position has been eliminated

	control regulations to "Public Works Director or their designee"	
Sec. 8.03.019	Removed the separate notice and abatement procedure for removal of trees and defers to the basic abatement procedures in Ch. 6.	For consistency I think we should notice and abate all violations using the procedures in Ch. 6. No need for additional notice procedures in Ch. 8.
Current Code Sec. 8.03.036	Removed section on "periodic review of regulations."	Not necessary City Council can review the regulations at any given time that it's deemed necessary.
Current Code Sec. 8.04.001	Removed section prohibiting putting up an awning over a sidewalk.	Current version is in conflict with the sign ordinance, and the intent of this section could be enforced through the sign ordinance.
Current Code Sec. 8.04.002	Removed section prohibiting one to delay, hinder or in any way inconvenience the traveling public.	This is already prohibited by Texas Penal Code § 42.03 no need to repeat.
Current Code Sec. 8.04.003	Removed section prohibiting congregation of persons if obstructs traveling public.	This is already prohibited by Texas Penal Code § 42.03 no need to repeat.
Sec. 8.04.003	Removed section that states "It shall be unlawful for any person, other than a peace officer, who is not duly licensed by the state to carry a handgun, to enter into or remain on the premises of any city building or in a city vehicle while carrying a firearm."	I'm concerned about this section. I don't think it would pass constitutional review if it trying to keep all guns out of city buildings? People take long arm guns (shotguns etc...) anywhere (except those specific places, courts, meetings etc..).
Article 8.05	Changed title from "Minors" to "Minors Curfew"	If we don't include tobacco regulations as suggested this is the only subject of that article so I changed title.
Sec. 8.05.001	Changed one-half hour before sunrise to 5:00 a.m.	This is to make enforcement easier.
Division 2 – Tobacco	Removed in its entirety.	Tobacco possession/use by a minor is already a criminal violation against state law (Health and Safety Code Sec. 161.252). I do not think we need to cut and paste those violations into City Code. But if we add back in make sure we update to be compliant with recent change in state law.

Bastrop Police Department

Assistant Chief Clint Nagy

November 12th, 2019

Purpose and Goals

Ensure that our codes are clear, concise, fair, and easily enforceable.

Accomplished the above by making definitions, due process, abatement, civil remedies and rewards well organized, easy to follow, without duplication, and easier to find.

These codes reflect the values of the City of Bastrop such as Community Values, Public Safety, and Nuisances.

Methodology

Two Chapters, Chapter 6 and 8 were revamped

CHAPTER 6	CHAPTER 8
Chapter 6 is the Public Nuisances Chapter and how we will manage violations. It includes abatement procedures and civil remedies.	Chapter 8 is the General Health and Sanitation Regulations and Violations such as light, noise and odor.

Reference	Revision
Article 6.01 -- Junked Vehicles.	Updated the definition for abandoned motor vehicle to match Texas Transportation Code, added definition for dangerous building or structure, and updated the definition for junked vehicle to match Texas Transportation Code.
Article 6.02 – Removed definition "Health Officer"	Staff confirmed that this position is not being utilized. "Public Works Director or their designee" will be utilized in Chapter 8.03.012.
Sec. 6.06.002(d) – Abatement	Changed this from being an administrative hearing conducted before the City Manager to the Police Chief.
Sec. 6.06.002 – Abatement weeds without notice	To follow state law; changed provision regarding abating weeds without notice to those situations where weeds have (1) have grown higher than 48 inches; and (2) are an immediate danger to the health, life, or safety of any person.

Reference	Revision
Article 6.07 – Abatement procedures for substandard buildings	Rely on Texas Law. TEX. LOC. GOV'T CODE § 214 has specific requirements for abating substandard buildings through an administrative process.
Article 6.08 – Abatement of abandoned vehicles	Clarified language to follow Texas Transportation Code.
Article 6.09 – Abatement of junked vehicles	Confirmed that the Bastrop Code is compliant with State law (a)-(f) recite state law.
Sec. 6.09.002, .003, .004 – Abatement of junked vehicles	Clarified and updated language to be consistent with Texas Law.

Reference	Revision
Chapter 8 – Reorganized	Moved offenses from Ch. 6 here, moved nuisance provisions to Ch. 8, organized regulations by those that regulate public property and those that regulate private property, then minors and firearms.
Current Code Sec. 8.01.004 - Removed driving on sidewalks	Covered by Transportation Code Sec 545.422
Current Code Sec. 8.02.001; .002 Removed occupying city property	Relying on Penal Code 30.05 Criminal Trespass and 42.03 Transportation Code to enforce.
Section 8.02.003 -- Rewards	Updated rewards for damage to City Property language.
Sec. 8.02.004 – Abatement of obstruction @ intersections	Abatement portion covered in Chapter 6.
Sec. 8.02.005 – Camping and loitering	Clarified and reorganized but spirit of this ordnance has not changed.

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Heart of the Lost Pines

Reference	Revision
Current Code 8.01.008 camping and loitering cont.	Clarified and reorganized but spirit of this ordnance has not changed (new code 8.02.005). We can follow Texas State Law.
Section 8.02.009 – Injuring trees	Clarified language and can use Texas State Law.
Sec. 8.02.006 – Signs at business (C.B.D.)	Updated to closing time vs. 5:00 p.m. Updated language to follow Texas State Law.
Sec. 8.03.004 – All most conform to all regulations	Added language to state that all land uses in all Place Types need to conform to County, State, and Federal regulations (E.g. Noise, Smoke, Noxious Matter).
Sec. 8.03.005 – Noise	Now more enforceable (new Dba max 75 day and 70 night in residential).
Sec. 8.03.006 – Noise, new exceptions	Noon Whistle and Trains.

Reference	Revision
Sec. 8.03.007 - Smoke and particulate matter	Regulating Smoke and Particulate Matter.
Sec. 8.03.008 – Regulating storage of fire, explosives, or hazardous materials.	Prohibiting storage of fire, explosives, or hazardous materials.
Sec. 8.03.009 - Regulations for toxic or noxious	Regulations for toxic or noxious.
Sec. 8.03.010 – Vibrations	Creates a violation for excessive vibration.
Sec. 8.03.019 – Abatement of trees	Moved to Chapter 6, abatement.
Current Code Sec. 8.03.036 – Removed mandatory review of regulations under Division 3 Curfew	Not necessary; City Council can review the regulations at any given time that it's deemed necessary.
Current Code Sec. 8.04.001 – Removed Awnings over sidewalk	Had conflicted with sign ordinance.
Current Code Sec. 8.04.002 – Removed traveling public	Rely on Texas State Law

Reference	Revision
Sec. 8.04.003 – Firearms in City Building or Vehicle	Regulates carrying a firearm in a city building or city vehicle during court, polling place, or public meeting under open meetings act.
Article 8.05 -- Changed title from “Minors” to “Minors Curfew	Changed title from “Minors” to “Minors Curfew.”
Sec. 8.05.001 – curfew hours	Changed one-half hour before sunrise to 5:00 a.m.
Division 2 – Tobacco Removed	Rely on Texas State Law.

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 9M

TITLE:
Consider action to approve the first reading of Ordinance No. 2019-61 of the City Council of the City of Bastrop, Texas adopting the International Building Code (2018), amending Chapter 3, "Building Regulations", Section 3.04.001, Building Code Adopted; adopting the National Electric Code (2017), amending Section 3.05.031, Electrical Code Adopted; adopting International Plumbing Code (2018), amending Section 3.06.031, Plumbing Code Adopted; adopting International Mechanical Code (2018), amending Section 3.07.001, Mechanical Code Adopted; adopting International Fuel Gas Code (2018), amending Section 3.08.001, Fuel Gas Code; adopting International Residential Code (2018), amending Section 3.09.001, Residential Code; adopting International Energy Conservation Code (2018), amending Section 3.10.001, Energy Conservation Code; adopting International Green Construction Code (2018), amending Section 3.14.001, International Green Construction Code; adopting the International Swimming Pool and Spa Code (2018), amending Section 3.15.001, Swimming Pool Code Adopted; repealing Section 3.15.002, Screening and fencing, adopting International Existing Building Code (2018), amending Section 3.13.001, Existing Building Code Adopted; and adopting the International Fire Code (2018), amending Chapter 5, "Fire Prevention and Protection", Section 5.02.001, Fire Code Adopted, repealing Article 5.03, Life Safety Code, repealing Article 5.04-5.06 Reserved, repealing Article 5.07 Fire Lanes, repealing Article 5.08 Reserved, as attached in Exhibit A; and providing for findings of fact, adoption and amendment, repealer, severability, and enforcement; establishing an effective date; and proper notice and meeting, and move to include on the November 26, 2019 agenda for a second reading.

STAFF REPRESENTATIVE:
Andres Rosales, Fire Chief

BACKGROUND/HISTORY:
On June 4, 2019, Staff met with the Construction Standards Board (CSB) to review and make recommendations for adoption of the 2018 International Building Codes (I-Codes) based on the Building Bastrop initiative. Building Bastrop was launched on August 15, 2018 to create a new set of tools that will support the community in a responsible manner for generations to come. When looking at the Policy Statement adopted by City Council on February 26, 2019, a key component is that the codes must be fiscally sustainable. The Building Bastrop Codes focus on the public realm (first 15' of a property), infrastructure, and life safety. The International Code Council (ICC) Building Codes (I-Codes) will regulate life safety. The I-Codes are standards used in the design, construction, and compliance process to ensure safe, sustainable, affordable, and resilient structures.

It is not uncommon for cities to update their codes every few years. Bastrop last updated these codes in 2014 when the 2009 I-Codes were adopted. There have been several updates to the I-Codes since 2009 and the latest release is the 2018 I-Codes.

The CSB has reviewed the I-Codes and is making a recommendation to City Council regarding the adoption of the 2018 I-Codes and local amendments. The CSB and Staff reviewed the 2018 I-Codes using the following purpose statement, as adopted by City Council on March 26, 2019, as the basis of our code review:

> *"Review national best practices and establish locally amended life safety expectations that protect our public and ensure the asset meets or exceeds its useful life."*

The I-Code review process provided the CSB, Staff, and the community a chance to evaluate the codes and opportunities to make local amendments. Adopting localized amendments will ensure that the I-Codes, as amended, protect life safety, are fiscally sustainable, and are authentic to Bastrop.

POLICY EXPLANATION:
The City of Bastrop is a Home-Rule City, acting under its Charter adopted by the electorate, pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code. The Texas Local Government Code, Section 51.001, provides the City general authority to adopt an Ordinance or police regulations that are for the good government, peace or order of the City, and are necessary or proper for carrying out a power granted by law to the City.

The Texas Local Government Code, Chapter 214 authorizes the municipality to adopt local amendments and procedures for the administration and enforcement of the International Code Council codes (I-Codes).

CONSTRUCTION STANDARDS BOARD'S RECOMMENDATION:
At their October 28, 2019 Meeting, the CSB (on a vote of 3-0) recommended the adoption of the ICC Codes with the amendments from the Building Official, Bastrop Fire Department, Bastrop Power and Light, and their recommendation for not adopting the International Property Maintenance Code or International Wildland-Urban Interface Code at this time.

The CSB recommended local amendments were discussed at length at the Joint City Council/CSB Joint Meeting on November 5, 2019. A summary of the local amendment recommendations is included in the attachments.

RECOMMENDATION:

Consider action to approve the first reading of Ordinance No. 2019-61 of the City Council of the City of Bastrop, Texas adopting the International Building Code (2018), amending Chapter 3, "Building Regulations", Section 3.04.001, Building Code Adopted; adopting the National Electric Code (2017), amending Section 3.05.031, Electrical Code Adopted; adopting International Plumbing Code (2018), amending Section 3.06.031, Plumbing Code Adopted; adopting International Mechanical Code (2018), amending Section 3.07.001, Mechanical Code Adopted; adopting International Fuel Gas Code (2018), amending Section 3.08.001, Fuel Gas Code; adopting International Residential Code (2018), amending Section 3.09.001, Residential Code; adopting International Energy Conservation Code (2018), amending Section 3.10.001, Energy Conservation Code; adopting International Green Construction Code (2018), amending Section 3.14.001, International Green Construction Code; adopting the International Swimming Pool and Spa Code (2018), amending Section 3.15.001, Swimming Pool Code Adopted; repealing Section 3.15.002, Screening and fencing, adopting International Existing Building Code (2018), amending Section 3.13.001, Existing Building Code Adopted; and adopting the International Fire Code

(2018), amending Chapter 5, “Fire Prevention and Protection”, Section 5.02.001, Fire Code Adopted, repealing Article 5.03, Life Safety Code, repealing Article 5.04-5.06 Reserved, repealing Article 5.07 Fire Lanes, repealing Article 5.08 Reserved, as attached in Exhibit A; and providing for findings of fact, adoption and amendment, repealer, severability, and enforcement; establishing an effective date; and proper notice and meeting, and move to include on the November 26, 2019 agenda for a second reading.

ATTACHMENT(S):

- Ordinance 2019-61
- Ordinance 2019-61 (Red-Line Version)
- Summary of CSB Recommended Local Amendments
- PowerPoint Presentation

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ORDINANCE 2019-61

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ADOPTING THE INTERNATIONAL BUILDING CODE (2018), AMENDING CHAPTER 3, "BUILDING REGULATIONS", SECTION 3.04.001, BUILDING CODE ADOPTED; ADOPTING THE NATIONAL ELECTRIC CODE (2017), AMENDING SECTION 3.05.031, ELECTRICAL CODE ADOPTED; ADOPTING INTERNATIONAL PLUMBING CODE (2018), AMENDING SECTION 3.06.031, PLUMBING CODE ADOPTED; ADOPTING INTERNATIONAL MECHANICAL CODE (2018), AMENDING SECTION 3.07.001, MECHANICAL CODE ADOPTED; ADOPTING INTERNATIONAL FUEL GAS CODE (2018), AMENDING SECTION 3.08.001, FUEL GAS CODE; ADOPTING INTERNATIONAL RESIDENTIAL CODE ~~FOR ONE-AND-TWO FAMILY DWELLINGS~~ (2018), AMENDING SECTION 3.09.001, RESIDENTIAL CODE ~~FOR ONE- AND TWO-FAMILY DWELLINGS~~; ADOPTING INTERNATIONAL ENERGY CONSERVATION CODE (2018), AMENDING SECTION 3.10.001, ENERGY CONSERVATION CODE; ~~ADOPTING INTERNATIONAL PROPERTY MAINTENANCE CODE (2018), AMENDING SECTION 3.11.001, PROPERTY MAINTENANCE CODE;~~ ADOPTING ~~INTERNATIONAL RESIDENTIAL CODE (2018) AND~~ INTERNATIONAL GREEN CONSTRUCTION CODE (2018), AMENDING SECTION 3.14.001, ~~RESIDENTIAL CODE~~INTERNATIONAL GREEN CONSTRUCTION CODE; ADOPTING THE INTERNATIONAL SWIMMING POOL AND SPA CODE (2018), AMENDING SECTION 3.15.001, SWIMMING POOL CODE ADOPTED; REPEALING SECTION 3.15.002, SCREENING AND FENCING, ADOPTING INTERNATIONAL EXISTING BUILDING CODE (2018), AMENDING SECTION 3.13.001, EXISTING BUILDING CODE ADOPTED; AND ADOPTING THE INTERNATIONAL FIRE CODE (2018), AMENDING CHAPTER 5, "FIRE PREVENTION AND PROTECTION", SECTION 5.02.001, FIRE CODE ADOPTED, REPEALING ARTICLE 5.03, LIFE SAFETY CODE, REPEALING ARTICLE 5.04-5.06 RESERVED, REPEALING ARTICLE 5.07 FIRE LANES, REPEALING ARTICLE 5.08 RESERVED, AS ATTACHED IN EXHIBIT A; AND PROVIDING FOR FINDINGS OF FACT, ADOPTION AND AMENDMENT, REPEALER, SEVERABILITY, AND ENFORCEMENT; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

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

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WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that are for the good government, peace or order of the City and are necessary or proper for carrying out a power granted by law to the City; and

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WHEREAS, the Texas Local Government Code, Chapter 214, was amended by Senate Bill No. 365, an act of the 77th Texas Legislature, by adding Subchapter G, which provided for the adoption of the International Residential Code, the National Electrical Code, International Residential Code, International Building Code, as the municipal codes in the State of Texas; and

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WHEREAS, the Texas Local Government Code, Chapter 214, authorizes a municipality to adopt local amendments to the International Residential Code, the National Electrical Code, ~~International Residential Code,~~ International Building Code; and

WHEREAS, the Texas Local Government Code, Chapter 214, authorizes a municipality to adopt procedures for the administration and enforcement of the International Residential Code, the National Electrical Code~~, International Residential Code~~, International Building Code; and

WHEREAS, the Texas Association of Builders (TAB), Texas Municipal League (TML), Texas Society of Architects, Texas Apartment Association, and the National Home Builders Association, as well as members of the Insurance Industry, are all in full support of the uniform building codes; and

WHEREAS, the International Conference of Building Officials, Southern Building Code Congress International, Inc., and Building Officials and Code Administrators International, Inc., has recommended that all municipalities in the State of Texas adopt standardize model construction codes in an effort to simplify the construction process, advance the safety of building systems, promote common code interpretation, facilitate the mobility of contractors, and reduce training and construction costs; and

WHEREAS, the City of Bastrop Building Official and Fire Chief and Construction Standards Board has reviewed the International Building Code, 2018 Edition, the National Electric Code, 2017 Edition, International Plumbing Code, 2018 Edition, International Mechanical Code, 2018 Edition, International Fuel Gas Code, 2018 Edition, International Residential Code ~~For One And Two Family Dwellings~~, 2018 Edition, International Energy Conservation Code, 2018 Edition, ~~International Property Maintenance Code, 2018 Edition, International Residential Code, 2018 Edition,~~ and International Green Construction Code, 2018 Edition, International Swimming Pool and Spa Code, 2018 Edition, International Existing Building Code, 2018 Edition, International Fire Code, 2018 Edition, and all local amendments thereto, and finds that it is in the best interest of the City of Bastrop to adopt said Codes and amendments; and

WHEREAS, the City Council has determined that the adoption of the updated International Code Council (ICC) standards is necessary to facilitate proper inspection activities by the City relating to building standards within the corporate city limits of the City of Bastrop, Texas, in the extraterritorial jurisdiction of Bastrop, and for commercial buildings served by City utilities, relating to public safety, health, and general welfare; and

WHEREAS, the City Council seeks to apply up-to-date regulatory systems to projects to the extent reasonably possible and within the confines of the law; and

WHEREAS, the Council Council does hereby find and determine that the adoption of this Ordinance is in the best interest of the public health, safety, morals and general welfare of the City to adopt the construction and related codes as set forth herein.

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

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SECTION 1. FINDINGS OF FACT

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The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. ADOPTION AND AMENDMENT

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The City Council hereby adopts International Building Code (IBC), 2018 Edition, the National Electric Code (NEC), 2017 Edition, International Plumbing Code (IPC), 2018 Edition, International Mechanical Code (IMC), 2018 Edition, International Fuel Gas Code (IFGC), 2018 Edition, International Residential Code (IRC) ~~For One And Two Family Dwellings~~, 2018 Edition, International Energy Conservation Code (IECC), 2018 Edition~~, International Property Maintenance Code (IPMC), 2018 Edition, International Residential Code (IRC), 2018 Edition~~, and International Green Construction Code, 2018 Edition, International Swimming Pool and Spa Code, 2018 Edition, International Existing Building Code, 2018 Edition, International Fire Code (IFC), 2018 Edition, and all local amendments thereto, as amended herein and by the International Code Council, as attached in Exhibit A.

SECTION 3. REPEALER

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In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 4. SEVERABILITY

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If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

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SECTION 5. ENFORCEMENT

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

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Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 6. EFFECTIVE DATE

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This Ordinance shall be effective immediately upon passage and publication.

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SECTION 7. OPEN MEETINGS

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter

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READ & ACKNOWLEDGED on First Reading on the 12th day of November 2019.

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READ & APPROVED on the Second Reading on the 26th day of November 2019.

APPROVED:

~~by~~ _____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Exhibit A

City of Bastrop

CODE OF ORDINANCES

CHAPTER 3 – BUILDING REGULATIONS

ARTICLE 3.04 – BUILDING CODE

Section 3.04.001 – Adopted.

(a) The International Building Code (IBC) 2018 edition, with all appendices ~~2009 with the deletion of appendices A, B, D and H,~~ as published by the International Code Council, Inc., is adopted by reference as though copied herein fully, except such portions as are deleted, modified or amended in this chapter.

(b) All portions of the existing code shall remain in effect unless specifically amended in this Chapter.

(c) The following amendments are being made to the International Building Code (IBC) 2018:

(1) **[Amend]** ~~IBC Table 1004.5 To allow Occupant load calculations to remain as is for Business Type occupancies.~~Table 1004.5 Maximum Floor Area Allowances Per Occupant

~~(1)~~(a) Function of Space: Business Areas, Occupant Load Factor: 100 Gross

Section 3.04.003, Board of Appeals

The International Building Code (IBC) 2018 ~~2009~~ edition shall be and is hereby replaced with article 3.02 of the code of the city relating to the construction board of adjustments and appeals.

ARTICLE 3.05 – ELECTRICITY

DIVISION 2 – ELECTRICAL CODE

Section 3.05.031 – Adopted.

(a) The National Electrical Code, (NEC) 2017 ~~2011~~ edition, as published by the National Fire Protection Agency, is adopted by reference as though copied herein fully, except such portions as are deleted, modified or amnded in this chapter.

(b) All portions of the existing code shall remain in effect unless specifically amended in this chapter.

Section 3.05.032, References to Uniform Building Code or Standard Building Code.

All references to the Uniform Building Code or Standard Building Code in the administrative provisions shall mean the International Building Code (IBC) 2018 ~~2009~~ edition, as published by the International Code Council.

ARTICLE 3.06 – PLUMBING

Division 2. – PLUMBING CODE

Section 3.06.031 – Adopted.

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(a) The International Plumbing Code, 2018 ~~2009~~ edition, with all appendices, published by the International Code Council, Inc., is adopted by reference as though copied herein fully, except such portions as are deleted, modified or amended in this chapter.
(b) All portions of the existing code shall remain in effect unless specifically amended in this chapter.
(c) The following amendments are being made to the 2018 Plumbing Code:
~~(1)~~ **[Amend]** ~~IPC~~ **308.10 ~~to read~~ Thermal expansion tanks.** A thermal expansion tank shall be supported in accordance with the manufacturer's instructions. Residential expansion tanks up to 2.4 gallons may be supported by rigid pipe.
(1)
[Amend] Table 605.4 Water Distribution Pipe. Polyvinyle chloride (PVC) allowed as an approved material in table for ¾ inch and larger ~~Instead of, expansion tanks now must be attached to the wall, not hanging off pipework.~~
(2)

ARTICLE 3.07 – MECHANICAL CODE

Section 3.07.001 – Adopted.

(a) The International Mechanical Code (IMC), 2018 ~~2009~~ edition, with all appendices, as published by the International Code Council, Inc., is adopted by reference as though copied herein fully, except such portions as are deleted, modified or amended in this chapter.
(b) All portions of the existing code shall remain in effect unless specifically amended in this chapter.

ARTICLE 3.08 – FUEL GAS CODE

Section 3.08.001 – Adopted.

(a) The International Fuel and Gas Code (IFGC), 2018 ~~2009~~ edition, with all appendices, as published by the International Code Council, Inc., is adopted by reference as though copied herein fully, except such portions as are deleted, modified or amended in this chapter.
(b) All portions of the existing code shall remain in effect unless specifically amended in this chapter.

ARTICLE 3.09 – RESIDENTIAL CODE ~~FOR ONE AND TWO FAMILY DWELLINGS~~

Section 3.09.001- Adopted.

(a) The International Residential Code ~~for One and Two Family Dwellings~~ (IRC), 2018 ~~2009~~ edition, with all appendices, ~~with appendicdes E, G, H, K,~~ as published by the International Code Council, Inc., is adopted by reference as though copied herein fully, except such portions as are deleted, modified or amended in this chapter.
(b) All portions of the existing code shall remain in effect unless specifically amended in this chapter.
(c) The following amendments are being made to the 2018 International Residential Code:
(1) **[Amend] R302.13 Fire Protection of floors.** ~~to read –~~ Crawl spaces require the underneath floor area 10 inches beyond the mechanical equipment on either side

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only to be fire assembly,5/8 gypsum or equivalent when a heating appliance is installed in the crawl space.

(A) Instead of, crawl spaces now require the underneath of the floor to be fire assembly, 5/8-inch gypsum or equivalent when a heating appliance is installed in the crawl space.

~~(d)~~(2) **[Remove] N1104.1 Lighting Equipment (Mandatory).** ~~It has raised the lighting number to 90% for efficacy lamps.~~

~~(e)~~(3) **[Amend] ~~2009 IRC P2801.5.I - To allow PVC to be listed as an approved material for ¾" and larger in Table 2009 IRC P2905.5 IPC 504~~ Table P2906.5 Water Distribution Pipe.** Polyvinyle chloride (PVC) allowed as an approved material in table for ¾ inch or larger.

ARTICLE 3.10 – ENERGY CONSERVATION CODE

Section 3.10.001 – Adopted.

(a) The International Energy Conservation Code (IECC), 2018 ~~2009~~ edition, with all appendices, as published by the International Code Council, Inc., is adopted by reference as though copied herein fully, except such portions as are deleted, modified or amended in this chapter.

(b) All portions of the existing code shall remain in effect unless specifically amended in this chapter.

~~**Section 3.11.001, Property Maintenance Code**~~

~~(a) The International Property Maintenance Code (IPMC), 2000 edition, as published by the International Code Council, Inc., is adopted by reference as though copied herein fully, except such portions as modified or amended in this chapter.~~

~~(b) All portions of the existing code shall remain in effect unless specifically amended in this chapter.~~

Article 3.13 – EXISTING BUILDING CODE

Section 3.13.001 – Adopted.

(a) The International Existing Building Code 2018 ~~2009~~ edition, with all appendices, as published by the International Code Council, is adopted by reference as though copied herein fully, except such portions as are deleted, modified or amended in this chapter.

(b) All portions of the existing code shall remain in effect unless specifically amended in this chapter.

ARTICLE 3.14 – ~~RESIDENTIAL CODE~~ INTERNATIONAL GREEN CONSTRUCTION CODE

Section 3.14.001 – Adopted.

(a) The ~~International Residential Code (IRC) and the~~ International Green Construction Code (IGCC) 2018 ~~2009~~ edition, with all appendices, as published by the International Code Council (ICC), is adopted by reference as though copied herein fully, except such portions as are deleted, modified or amended in this chapter.

(b) All portions of the existing code shall remain in effect unless specifically amended in this chapter.

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ARTICLE 3.15 – SWIMMING POOLS

Section 3.15.001 – ~~Swimming Pool Code~~ Adopted.

(a) The International Swimming Pool and Spa 2018 ~~2012~~ edition, with all appendices, as published by the International Code Council, is adopted by reference as though copied herein fully, except such portions as are deleted, modified or amended in this chapter.
(b) All portions of the existing code shall remain in effect unless specifically amended in this chapter.

Section 3.15.002 – Repealed~~Screening and fencing~~.

~~See the zoning ordinance, B3TM and/or Bastrop Building Block (B3) Code for screening and fence requirements.~~

CHAPTER 5 – FIRE PREVENTION AND PROTECTION

ARTICLE 5.02 – FIRE CODE

Section 5.02.001 – Adopted.

(a) The International Fire Code (IFC), 2018 ~~2009~~ edition, with appendices B, C, D, E, F, G, H, I, and ~~J~~ N as published by the International Code Council, is adopted by reference as though copied herein fully, except such portions as may be deleted, modified or amended in this chapter.
(b) All portions of the existing code shall remain in effect unless specifically amended in this chapter.
(c) The following amendments are being made to the 2018 International Fire Code:
    (1) **[Amend] 101.1** – These regulations shall be known as the Fire Code of the City of Bastrop, Texas, hereinafter referred to as "this code".
    (2) **[Amend] 102.6** – The provisions of this code relating to the construction, alteration, repair, enlargement, restoration, relocation or moving of buildings or structures shall not be mandatory for existing buildings or structures identified and registered by the state or local jurisdiction as historic buildings where such buildings or structures and the proposed use therein do not constitute a distinct hazard to life or property, as determined by the fire code official. Fire protection in designated historic buildings shall be provided with an *approved* fire protection plan as required in Section 1103.1.1 and in accordance with NFPA 914.
    (3) **[Amend] 103.3** – Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *fire code official* shall have the authority to appoint a deputy *fire code official,* other related technical officers, inspectors, and other employees. Where the terms "fire code official", "fire chief", "chief", "fire department", or "fire marshal" are used in the Fire Code, the provisions shall apply to any fire department employee in the execution of their assigned duties, as delegated and appointed by the fire chief.
    (4) **[Add] 104.1.1 –** Authorized Personnel. The fire chief and members of the fire department assigned to enforce the Fire Code are authorized to issue municipal citations / summons for violations of the Fire Code.
    (5) **[Amend] 104.3** - Where it is necessary to make an inspection to enforce the provisions of this code, or where the fire code official has reasonable cause to

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believe that there exists in a building or upon any premises any conditions or violations of this code which make the building or premises unsafe, dangerous or hazardous, the fire code official shall have the authority to enter the building or premises at all reasonable times to inspect or to perform the duties imposed upon the Fire Code Official by this code. If such building or premises is occupied, the Fire Code Official shall present credentials to the occupant and request entry. If such building or premises is unoccupied, the Fire Code Official shall first make a reasonable effort to locate the owner, the owner's authorized agent or other person having charge or control of the building or premises and request entry. If entry is refused, the Fire Code Official has recourse to every remedy provided by law to secure entry.

(A) No owner, occupant, or any other person having charge, care, or control of any building or premises shall fail, neglect, or refuse, after proper demand is made as herein provided, to properly permit entry therein by the Fire Chief or his authorized representative for the purpose of inspection or examination under such exigent circumstances affecting the safety of persons and/or property, or to take such prudent action to extinguish a fire or abate a fire hazard.

~~(2)~~(4) **[Add] 104.3.2 -** Photographic Documentation. Members of the Fire Department making such examinations or inspections shall have the right, with proper credentials, and be authorized to take a reasonable number of photographs or record video for evidence, as well as for records for use by the Fire Department to study hazards and scientific control for fire safety.

~~(3)~~(5) **[Amend] 105.4.4** - Approved documents. Construction documents approved by the Fire Code Official are approved with the intent that such construction documents comply in all respects with this code. The issuance or granting approval of plans and specifications or other construction documents is not an approval of any violation of this Code or of any other ordinance of the jurisdiction. An approval presuming to give authority to violate or cancel the provisions of this Code is not valid. Review and approval by the fire department shall not relieve the applicant of the responsibility of compliance with this code. The issuance of an approval based on plans, specifications and other data shall not prevent the Fire Code Official from requiring the correction of errors in the plans, specifications or other data, or from preventing processes, building operations or uses being carried on when in violation of this code or any other code of this jurisdiction.

~~(4)~~(6) **[Amend] 105.6** – Required Operational Permits. The Fire Code Official is authorized to issue operational permits for the operations set forth in Sections 105.6.1 through 105.6.51.

~~(5)~~(7) **[Add] 105.6.51** Mobile Food Establishments. An operational permit is required for the operation and maintenance of a mobile food establishment. Small, light weight vendor push carts, as determined by the Fire Code Official, are not covered under this section. For permit to operate a Mobile Food Establishment see Section 319.

~~(6)~~(8) **[Add] 105.7.9.1** Construction Documents. The construction documents for the following tanks shall be prepared by a professional engineer licensed by the State of Texas:

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(A) Above ground storage tanks (AST) of 1320 gallons (5031 L) or larger used to store flammable liquids. (Class IA, 1B, IC)

(B) All underground tanks used for the storage and dispensing of flammable or combustible liquids.

~~(7)~~(9) **[Add] 110.2.1** Removal of Occupants. A member of the Fire Department is authorized to require the removal of occupants at a location when actual occupancy exceeds the permitted or posted occupant load. A person commits an offense, as indicated in Section 109.4, if they refuse to obey an order to vacate.

~~(8)~~(10) **[Amend] 110.4** Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Code Official, or of a Permit or certificate used under the provisions of this code shall be guilty of a Class C Misdemeanor, punishable by a fine of up to $500 per infraction. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

~~(9)~~(11) **[Amend] 112.4** Failure to Comply. Any person who continues any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a Class C Misdemanor punishable by ~~liable to~~ a fine of not less than $25 dollars or more than $500 dollars.

~~(10)~~(12) **[Amend] 307.1.1** Prohibited Open Burning. It shall be unlawful for any person within the city limits, in anyway, to intentionally, knowingly or carelessly burn or cause to be burned any combustibles, including but not limited to grass, weeds, timber, rubbish, leaves, or other natural or synthetic materials, garbage, trash, rubbish, litter, solid waste, hazardous waste or any such like substances on any street, alley, lot or premises. Such prohibited fires shall include bonfires and fires used for ceremonial purposes not in compliance herewith.

Exceptions:

(A) Burning conducted for the purposes of outdoor cooking and warming in a device approved for such purpose and in compliance with this code. No burning of waste or garbage shall be permitted in such devices.

(B) Firefighter training conducted under the supervision of the Fire Code Official, or designee.

(C) On-site land clearing on lots of greater than two acres upon which the owner intends to clear the lot itself of selected trees, brush and other natural plant growth and when approved by the Fire Code Official, or designee, and the onsite land clearing is conducted in compliance with state, federal and local laws and regulations. A permit shall be required and approved safety measures shall be employed in accordance with 105.6.

(D) Prescribed burning for the purpose of reducing the impact of wildland fire when authorized by the Fire Code Official. A permit shall be required and approved safety measures shall be employed in accordance with 105.6 and 307.2.

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~~(11)~~(13) **[Amend] 307.4** Location. When authorized by permits in accordance with section 105.6 and 307.2, unless otherwise approved by the Fire Code Official, the location for burning shall not be less than 100 feet from any structure and provisions shall be made to prevent the fire from spreading to within 100 feet of any structure. Such fires shall be constantly attended by a competent person with an approved means to extinguish the fire and reliable communication capabilities.

~~(12)~~(14) **[Amend] 307.4.1** Bonfires. A bonfire shall not be conducted within 100 feet from any structure or combustible material unless the fire is contained in a barbecue pit or similarly approved container. Conditions that could cause a fire to spread within 100 feet shall be eliminated prior to ignition. A permit must be obtained to conduct a bonfire.

~~(13)~~(15) **[Add] 308.5** Fire Hazard Prohibited. A person shall not construct, erect, install, maintain or use any incinerator, barbecue pit, grill, fire pit/ring, heating device, or so bum any combustible material as to constitute or cause a fire hazard by the use or burning thereof or as to endanger the life or property of any person thereof. The use or burning of any such devices under the following conditions shall constitute a fire hazard and is strictly prohibited:

(A) Within 20 linear feet of any combustible surface or material, including but not limited to decks, porches, balconies, walls, or verandas.

(B) Beneath any balcony, porch, roof overhang, deck, or veranda.

Exception: Single Family Residences (excluding duplexes and townhomes)

~~(14)~~(16) **[Amend] 503.2.2** Authority. The Fire Code Official shall have the authority to require or permit modifications to the required access widths.

~~(15)~~(17) **[Amend] 503.2.3** Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities by either asphalt or concrete surfaces.

Drivable grass surfaces, or other alternative drivable surfaces, are permitted when approved by the Fire Code Official or his designee and in accordance with all of the following conditions:

(A) Sealed documents indicating compliance with the provisions of 503.2.3 shall be submitted by a registered design professional for review.

(B) The surface shall be capable of supporting the imposed load of fire apparatus weighing at least 84,000 pounds.

(C) Red traffic reflectors shall be provided on each side of the surface every 15 feet to clearly mark its boundaries. Vegetation on and surrounding the surface shall be maintained such that said reflectors are visible at all times.

(D) Sod is not permitted to be placed over the drivable base.

(E) If the surface proposed is to be used as the aerial apparatus access road for the facility, concrete curbing, or other approved edging, shall be installed along both sides of the portion to be used as such for enhanced lateral stability.

(F) If sand or other free-flowing fill is used as a main structural component for the surface, concrete curbing or other approved edging shall be installed along both sides of the surface for material containment.

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(G) The surface shall be maintained in proper working order at all times when utilized as a required fire lane. Should the surface become damaged or fall into disrepair, the Fire Code Official or his designee shall be authorized to require the repair and recertification of said surface at the expense of the owner or entity in charge of maintaining the surface.

~~(16)~~(18) **[Amend] 503.2.4** Turning Radius. The required turning radius of a fire apparatus access road shall not be less than 25 feet inside or 50 feet outside.
Exception: Radius less than 25 feet inside or 50 feet outside as approved by the Fire Code Official.

~~(17)~~(19) **[Add] 503.7** Fire Code Official Authority to Designate and Enforce Fire Lanes. The Fire Code Official is hereby authorized to designate fire lanes on designated premises where such areas must be free of parked vehicles and other obstructions to provide ready access to buildings therein, in case of fire or other emergencies. The Fire Code Official's designation of such fire lanes does not prohibit the owner of such property of their responsibility to maintain the area. Further, owners of the private property or their designated representative may request that additional fire lanes be designated by the Fire Code Official.

(A) **503.7.1** Summons or Citation Issued for a Fire Lane Obstruction Violation. Any police officer, Fire Code Official, or city employee charged with enforcing the Code of Ordinances of the City of Bastrop may issue a citation, summons or notice to appear to any person, or property owner in violation of this section. Said notice must specify the location of the fire lane in which such violation occurred and the date and time of such violation. For purposes of this section, a vehicle's owner includes those listed in Texas Occupation Code section 2308.002.

(B) **503.7.2** Removal of Vehicle by Fire Code Official. Any vehicle may be removed at the vehicle owners' expense upon the authorization of the Fire Code Official under the following conditions:

(i) When the vehicle violates city code of ordinances by standing or parking a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers, in a fire lane or fire zone, or

(ii) When a vehicle blocks the ingress/egress of a business, theater, night club, apartment complex, gymnasium or a place of assembly, or

(iii) When a vehicle's presence threatens the life safety of the public by impeding the ability of the fire apparatus and emergency medical equipment to respond to an emergency.

(iv) The Fire Code Official shall cause such vehicle to be removed by the towing service operating under a contract with the City of Bastrop.

(C) **503.7.3** Abandonment of Fire Lane. No owner, manager or person in charge of any premises served by a required fire lane shall abandon or close any such fire lane without the written permission of the Fire Code Official.

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~~(18)~~(20) **[Amend] 505.1** Address identification. New and existing buildings shall have approved address numbers, building and/or suite identification or be provided with approved building address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Address characters shall be not less than 8 inches high for commercial occupancies and 4 inches high for residential (Group R-3 occupancy), with a minimum stroke width of ½ inch. For buildings with individual suites, the suite numbers shall be a minimum of 4 inches high with a minimum stroke width of ½ inch. Where required by the Fire Code Official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained.

~~(19)~~(21) **[Add] 505.3** Tenant identification. Each occupied tenant space provided with a secondary exit to the exterior or exit corridor shall be provided with tenant identification by business name and address. Letters and numbers shall be posted on the corridor side of the door, plainly legible and shall contrast with their background.

~~(20)~~(22) **[Amend] 506.1 Where required.** Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life saving or firefighting purposes, the Fire Code Official is authorized to require a key box to be installed at an approved location. Additional key boxes may be required as determined by the Fire Code Official. The key box shall be manufactured by Knox Company, keyed for use by the Bastrop Fire Department, and shall contain keys necessary to gain access as required by the Fire Code Official.

~~(21)~~(23) **[Add] 506.1.1.1** Electronic gates. Electric gates across fire access roadways shall be equipped with a Knox Key Switch. The Key Switch shall be located on a keypad pedestal or as approved by the Fire Code Official.

~~(22)~~(24) **[Add] 506.1.1.2** Electrical Disconnect/Chain Access. In the event of a power failure, the gate shall open by means of an electrical power disconnect switch in a weatherproof box. The gate shall be capable of being physically disconnected from the operating mechanism from either side of the gate. Slider gate chains shall have access to cut and release the gate from the opener mechanism from either side. Swing gates shall have a pin in the swing arm mechanism secured by a Knox Padlock. The padlock shall be accessible from either side of the gate. Gates that are not in proper operating condition shall be chained and locked in an open position.

~~(23)~~(25) **[Amend] 507.4** The Fire Code Official shall be notified prior to the water supply test. Water supply tests shall be conducted by the fire department prior to final approval of the water supply system.

~~(24)~~(26) **[Amend] 507.5.1** Exception #2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, the distance shall be 500 feet.

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~~(25)~~(27) **[Amend] 507.5.1.1** Hydrant for standpipe systems and fire department connections (FDC). If a building is required to have an automatic sprinkler system installed in accordance with this code, or a standpipe system installed in accordance with Section 905, a fire hydrant shall be located within 100 feet of the Fire Department Connections as required in 912.8.

~~(26)~~(28) **[Amend] 901.5** Installation Acceptance Testing. Fire detection and alarm systems, fire extinguishing systems, fire hydrant systems, fire standpipe systems, fire pump systems, private fire service mains and all other fire protection systems and appurtenances thereto shall be subject to acceptance tests as contained in the installation standards and as approved by the Fire Code Official. The Fire Code Official shall be notified before any required acceptance testing. A representative of the Fire Department shall witness all required acceptance tests for all these systems.

~~(27)~~(29) **[Amend] 901.8 Removal of or tampering with equipmen**t. It shall be unlawful for any person to remove, tamper with or otherwise disturb any fire hydrant, fire detection and alarm system, fire suppression system or other fire appliance required by this code except for the purposes of extinguishing fire, training, recharging or making necessary repairs or where approved by the Fire Code Official. No person shall reset/restore an activated fire alarm system unless directed by the fire department.

~~(28)~~(30) **[Amend] 903.2.11.3. Buildings ~~35 feet~~3 Stories or more in height.** An automatic sprinkler system shall be installed throughout buildings ~~with an overall height of 35 feet or more~~that have 3 or more stories above the lowest level of fire department vehicle access.

~~(29)~~(31) **[Add] 907.2.6.4 Group I-4 Occupancies**. Group I-4 occupancies shall be equipped with a manual fire alarm system and automatic smoke detection system installed throughout the building.

~~(30)~~(32) **[Amend] 912.5** Signs. The fire department connection shall be indicated by an approved sign. Such sign shall be a red 12 inch by 12 inch, all weather sign with 6 inch white reflective lettering, stating "FDC". The sign shall be mounted no less than 3 feet above the FDC connection, providing an unobstructed view from the fire department access roadway, to include consideration to future vegetative growth. If needed, an arrow can be used to identify the location of the FDC. Such sign shall be subject to the approval of the Fire Code Official. The Fire Code Official is permitted to require additional signage where necessary to facilitate rapid location of the FDC.

~~(31)~~(33) **[Add] 912.8** Fire Department Connection Specifications. Sprinkler system and standpipe fire department hose connections shall be as follows:

(A) Fire Department Connections shall be a 5 inch "Storz" connection, unless the Fire Code Official determines there is a need for a different arrangement.

(B) The 5 inch "Storz" inlet shall be installed on a 30 degree elbow, angle pointing down.

(C) Located no more than 30 feet from a public street, approved fire lane, or access roadway.

(D) Within 100 feet of an approved fire hydrant measured as the hose would be laid along a fire department apparatus roadway.

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(E) Minimum 30 inches (762 mm) at lowest point above finished grade and a maximum of 4 feet above finished grade measured from the bottom of the 5 inch "Storz".

(F) The Fire Code Official shall approve the location of freestanding fire department connections (remote connections). Freestanding FDC's must be physically protected against impact per the requirements of Section 312.

(G) Fire department connections for H occupancies will be freestanding (remote connections) and located as determined by the Fire Code Official.

(H) Fire Department Connections shall be equipped with locking caps, manufactured by the Knox Company, keyed for use by the Bastrop Fire Department.

~~(32)~~(34) **[Add] 912.8.1** Fire Department Connection Signage. All FDC signage shall be made of all-weather material, red 12 inch by 12 inch, with 6 inch white reflective lettering, stating "FDC". The sign shall be mounted no less than 3 feet above the FDC connection, providing an unobstructed view from the fire department access roadway, to include consideration to future vegetative growth.

~~(33)~~(35) **[Amend] Table 1004.5 Maximum Floor Area Allowances Per Occupant**

Function of Space	Occupant Load Factor (Floor Area in Square Feet Per Occupant)
Accessory storage areas, mechanical equipment room.	300 Gross
Agricultural Building	300 Gross
Aircraft Hangars	500 Gross
Airport Terminal	
Baggage Claim	20 Gross
Baggage Handling	300 Gross
Concourse	100 Gross
Waiting Area	15 Gross
Assembly	
Gaming Floors (Keno, Slots, etc.)	11 Gross
Exhibit Gallery and Museum	30 Net
Assembly with Fixed Seats	See Section 1004.4
Assembly without Fixed Seats	
Concentrated (Chairs Only – Not Fixed)	7 Net
Standing Space	5 Net
Unconcentrated (Tables and Chairs)	15 Net

Bowling Centers, Allow 5 Persons for Each Lane including 15 Feet of Runway, and for Additional Areas	7 Net
Business Areas Concentrated Business Use Areas	100 Gross See Section 1004.8
Courtrooms – other than Fixed Seating Areas	40 Net
Day Care	35 Net
Dormitories	50 Gross
Educational Classroom Area Shops and Other Vocational Room Areas	 20 Net 50 Net
Exercise Rooms	50 Gross
Group H-5 Fabrication and Manufacturing Areas	200 Gross
Industrial Areas	100 Gross
Institutional Areas Inpatient Treatment Areas Outpatient Areas Sleeping Areas	 240 Gross 100 Gross 120 Gross
Kitchens, Commercial	200 Gross
Library Reading Rooms Stack Area	 50 Net 100 Gross
Locker Rooms	50 Gross
Mall Buildings – Covered and Open	See Section 402.8.2 of the adopted International Building Code
Mercantile Storage, Stock, Shipping Areas	60 Gross 300 Gross
Parking Garages	200 Gross
Residential	200 Gross

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Skating Rinks, Swimming Pools	
Rink and Pool	50 Gross
Decks	15 Gross
Stages and Platforms	15 Net
Warehouses	500 Gross

~~(34)~~(36) **[Amend]** Chapter 80 – Referenced Standards

(A) The National Fire Protection Association also adopts the following editions of referenced codes herein for purposes of review and inspections.

(i) 02 – 2016 Edition – Hydrogen Technologies Code
03 – 2018 Edition – Standard for Commissioning of Fire Protection and Life Safety Systems
04 – 2015 Edition – Standard for Integrated Fire Protection and Life Safety System Testing
10 – 2018 Edition – Standard for Portable Fire Extinguishers
11 – 2016 Edition – Standard for Low-, Medium-, and High-expansion Foam
12 – 2015 Edition – Standard on Carbon Dioxide Extinguishing Systems
12A – 2015 Edition – Standard on Halon 1301 Fire Extinguishing Systems
13 – 2016 Edition – Standard for the Installation of Sprinkler Systems
13D – 2016 Edition – Standard for the Installation of Sprinkler Systems in One- and Two-family Dwellings and Manufactured Homes
13R – 2016 Edition – Standard for the Installation of Sprinkler Systems in Low-rise Residential Occupancies
14 – 2016 Edition – Standard for the Installation of Standpipe and Hose Systems
15 – 2017 Edition – Standard for Water Spray Fixed Systems for Fire Protection
16 – 2015 Edition – Standard for the Installation of Foam-water Sprinkler and Foam-water Spray Systems
17 – 2017 Edition – Standard for Dry Chemical Extinguishing Systems
17A – 2017 Edition – Standard for Wet Chemical Extinguishing Systems
20 – 2016 Edition – Standard for the Installation of Stationary Pumps for Fire Protection
22 – 2018 Edition – Standard for Water Tanks for Private Fire Protection

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24 – 2016 Edition – Standard for Installation of Private Fire Service Mains and Their Appurtenances
25 – 2017 Edition – Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems
30 – 2018 Edition – Flammable and Combustible Liquids Code
30A – 2018 Edition – Code for Motor Fuel-dispensing Facilities and Repair Garages
30B – 2015 Edition – Code for the Manufacture and Storage of Aerosol Products
51B – 2014 Edition – Standard for Fire Prevention During Welding, Cutting, and Other Hot Work
54 – 2018 Edition – National Fuel Gas Code
55 – 2016 Edition – Compressed Gases and Cryogenic Fluids Code
58 – 2017 Edition – Liquefied Petroleum Gas Code
70 – 2017 Edition – National Electric Code
72 – 2016 Edition – National Fire Alarm and Signaling Code
501A – 2018 Edition – Standard for Fire Safety Criteria for Manufactured Home Installations, Sites, and Communities
914 – 2019 Edition – Code for the Protection of Historic Structures
2001 – 2015 Edition – Standard on Clean Agent Fire Extinguishing Systems
2010 – 2015 Edition – Standard for Fixed Aerosol Fire Extinguishing Systems

ARTICLE 5.03 – LIFE SAFETY CODE REPEALED

Section 5.03.001 – Repealed~~Adopted~~.

~~The Life Safety Code (NFPA 101), 2009 edition, as published by the National Fire Protection Association, is adopted by reference as though copied herein fully, except such portions as may be deleted, modified or amended in this chapter.~~

~~All portions of the existing code shall remain in effect unless specifically amended in this chapter.~~

ARTICLE 5.04 Repealed~~ESERVED~~

~~Section 5.04.001-5.04.003 Reserved~~

~~A~~ARTICLE 5.05 Repealed~~ESERVED~~

~~Section 5.05.001-5.05.008 Reserved~~

~~A~~ARTICLE 5.06 Repealed~~ESERVED~~

~~Section 5.06.001-5.06.035 Reserved~~

ARTICLE 5.07 Repealed~~FIRE LANES~~

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~~Section 5.07.001 Identified~~

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- ~~The areas identified on the fire lane map as maintained on file in the office of the City Secretary are hereby identified as fire lanes in the central business district of the city.~~
- ~~All buildings constructed within the city shall identify and establish fire lanes in compliance with the Internation Fire Code (IFC), 2009 edition, and appendices thereto (fire code), or occur, in accordance with the fire code.~~
- ~~The fire chief or his designee is authorized to establish tempory fire lanes during any fire, and to exclude all persons and vehicles other than those authorized to assist in extinguishing the fire from within such fire lanes.~~

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~~Section 5.07.002 Parking in or obstructing prohibited.~~

~~Parking of vehicles or blocking by any means in a manner that would restrict fire vehicle access is hereby prohibited in an area designated as a fire lane.~~

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~~Section 5.07.003 Removal of vehicles and other obstructions.~~

~~Vehicles or other objects/items identified to be in violation of this article will be subject to immediate removal. Fire lanes are hereby designated to be tow-away zones.~~

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~~Section 5.07.004 Penalty~~

~~The owner/operator/holder of any vehicle, object or other item found to be in violation of this article shall be subject to citation and fine amount to be determined by the municipal court judge in keeping state statues and shall also be subject to all expenses relative to the removal and storage of said vehicle, object and/or item.~~

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ARTICLE 5.08 Repealed~~ESERVED~~

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~~(i) Section 5.08.001 Reserved~~

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ORDINANCE 2019-61

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ADOPTING THE INTERNATIONAL BUILDING CODE (2018), AMENDING CHAPTER 3, "BUILDING REGULATIONS", SECTION 3.04.001, BUILDING CODE ADOPTED; ADOPTING THE NATIONAL ELECTRIC CODE (2017), AMENDING SECTION 3.05.031, ELECTRICAL CODE ADOPTED; ADOPTING INTERNATIONAL PLUMBING CODE (2018), AMENDING SECTION 3.06.031, PLUMBING CODE ADOPTED; ADOPTING INTERNATIONAL MECHANICAL CODE (2018), AMENDING SECTION 3.07.001, MECHANICAL CODE ADOPTED; ADOPTING INTERNATIONAL FUEL GAS CODE (2018), AMENDING SECTION 3.08.001, FUEL GAS CODE; ADOPTING INTERNATIONAL RESIDENTIAL CODE ~~FOR ONE AND TWO FAMILY DWELLINGS~~ (2018), AMENDING SECTION 3.09.001, RESIDENTIAL CODE ~~FOR ONE AND TWO FAMILY DWELLINGS~~; ADOPTING INTERNATIONAL ENERGY CONSERVATION CODE (2018), AMENDING SECTION 3.10.001, ENERGY CONSERVATION CODE; ~~ADOPTING INTERNATIONAL PROPERTY MAINTENANCE CODE (2018), AMENDING SECTION 3.11.001, PROPERTY MAINTENANCE CODE;~~ ADOPTING ~~INTERNATIONAL RESIDENTIAL CODE (2018) AND~~ INTERNATIONAL GREEN CONSTRUCTION CODE (2018), AMENDING SECTION 3.14.001, ~~RESIDENTIAL CODE~~INTERNATIONAL GREEN CONSTRUCTION CODE; ADOPTING THE INTERNATIONAL SWIMMING POOL AND SPA CODE (2018), AMENDING SECTION 3.15.001, SWIMMING POOL CODE ADOPTED; REPEALING SECTION 3.15.002, SCREENING AND FENCING, ADOPTING INTERNATIONAL EXISTING BUILDING CODE (2018), AMENDING SECTION 3.13.001, EXISTING BUILDING CODE ADOPTED; AND ADOPTING THE INTERNATIONAL FIRE CODE (2018), AMENDING CHAPTER 5, "FIRE PREVENTION AND PROTECTION", SECTION 5.02.001, FIRE CODE ADOPTED, REPEALING ARTICLE 5.03, LIFE SAFETY CODE, REPEALING ARTICLE 5.04-5.06 RESERVED, REPEALING ARTICLE 5.07 FIRE LANES, REPEALING ARTICLE 5.08 RESERVED, AS ATTACHED IN EXHIBIT A; ~~–~~AND PROVIDING FOR FINDINGS OF FACT, ADOPTION AND AMENDMENT, REPEALER, SEVERABILITY, AND ENFORCEMENT;

ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

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

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that are for the good government, peace or order of the City and are necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the Texas Local Government Code, Chapter 214, was amended by Senate Bill No. 365, an act of the 77th Texas Legislature, by adding Subchapter G, which provided for the adoption of the International Residential Code, the National Electrical Code, International Residential Code, International Building Code, as the municipal codes in the State of Texas; and

WHEREAS, the Texas Local Government Code, Chapter 214, authorizes a municipality to adopt local amendments to the International Residential Code, the National Electrical Code, ~~International Residential Code,~~ International Building Code; and

WHEREAS, the Texas Local Government Code, Chapter 214, authorizes a municipality to adopt procedures for the administration and enforcement of the International Residential Code, the National Electrical Code~~, International Residential Code~~, International Building Code; and

WHEREAS, the Texas Association of Builders (TAB), Texas Municipal League (TML), Texas Society of Architects, Texas Apartment Association, and the National Home Builders Association, as well as members of the Insurance Industry, are all in full support of the uniform building codes; and

WHEREAS, the International Conference of Building Officials, Southern Building Code Congress International, Inc., and Building Officials and Code Administrators International, Inc., has recommended that all municipalities in the State of Texas adopt standardize model construction codes in an effort to simplify the construction process, advance the safety of building systems, promote common code interpretation, facilitate the mobility of contractors, and reduce training and construction costs; and

WHEREAS, the City of Bastrop Building Official and Fire Chief and Construction Standards Board has reviewed the International Building Code, 2018 Edition, the National Electric Code, 2017 Edition, International Plumbing Code, 2018 Edition, International Mechanical Code, 2018 Edition, International Fuel Gas Code, 2018 Edition, International Residential Code ~~For One And Two Family Dwellings~~, 2018 Edition, International Energy Conservation Code, 2018 Edition, ~~International~~

~~Property Maintenance Code, 2018 Edition, International Residential Code, 2018 Edition,~~ and International Green Construction Code, 2018 Edition, International Swimming Pool and Spa Code, 2018 Edition, International Existing Building Code, 2018 Edition, International Fire Code, 2018 Edition, and all local amendments thereto, and finds that it is in the best interest of the City of Bastrop to adopt said Codes and amendments; and

WHEREAS, the City Council has determined that the adoption of the updated International Code Council (ICC) standards is necessary to facilitate proper inspection activities by the City relating to building standards within the corporate city limits of the City of Bastrop, Texas, in the extraterritorial jurisdiction of Bastrop, and for commercial buildings served by City utilities, relating to public safety, health, and general welfare; and

WHEREAS, the City Council seeks to apply up-to-date regulatory systems to projects to the extent reasonably possible and within the confines of the law; and

WHEREAS, the Council Council does hereby find and determine that the adoption of this Ordinance is in the best interest of the public health, safety, morals and general welfare of the City to adopt the construction and related codes as set forth herein.

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

SECTION 1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. ADOPTION AND AMENDMENT

The City Council hereby adopts International Building Code (IBC), 2018 Edition, the National Electric Code (NEC), 2017 Edition, International Plumbing Code (IPC), 2018 Edition, International Mechanical Code (IMC), 2018 Edition, International Fuel Gas Code (IFGC), 2018 Edition, International Residential Code (IRC) ~~For One And Two Family Dwellings~~, 2018 Edition, International Energy Conservation Code (IECC), 2018 Edition~~, International Property Maintenance Code (IPMC), 2018 Edition, International Residential Code (IRC), 2018 Edition~~, and International Green Construction Code, 2018 Edition, International Swimming Pool and Spa Code, 2018 Edition, International Existing Building Code, 2018 Edition, International Fire Code (IFC), 2018 Edition, and all local amendments thereto, as amended herein and by the International Code Council, as attached in Exhibit A.

SECTION 3. REPEALER

In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 4. SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

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SECTION 5. ENFORCEMENT

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

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

SECTION 7. OPEN MEETINGS

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ & ACKNOWLEDGED on First Reading on the 12th day of November 2019.

READ & APPROVED on the Second Reading on the 26th day of November 2019.

APPROVED:

by _____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Exhibit A

City of Bastrop

CODE OF ORDINANCES

CHAPTER 3 – BUILDING REGULATIONS

ARTICLE 3.04 – BUILDING CODE

Section 3.04.001 – Adopted.

(a) The International Building Code (IBC) 2018 edition, with all appendices ~~2009 with the deletion of appendices A, B, D and H~~, as published by the International Code Council, Inc., is adopted by reference as though copied herein fully, except such portions as are deleted, modified or amended in this chapter.

(b) All portions of the existing code shall remain in effect unless specifically amended in this Chapter.

(c) The following amendments are being made to the International Building Code (IBC) 2018:

(1) ~~[~~**Amend**~~]~~ ~~IBC Table 1004.5 To allow Occupant load calculations to remain as is for Business Type occupancies.~~Table 1004.5 Maximum Floor Area Allowances Per Occupant

~~(1)~~(a) Function of Space: Business Areas, Occupant Load Factor: 100 Gross

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Section 3.04.003, Board of Appeals

The International Building Code (IBC) 2018 ~~2009~~ edition shall be and is hereby replaced with article 3.02 of the code of the city relating to the construction board of adjustments and appeals.

ARTICLE 3.05 – ELECTRICITY

DIVISION 2 – ELECTRICAL CODE

Section 3.05.031 – Adopted.

(a) The National Electrical Code, (NEC) 2017 ~~2011~~, edition, as published by the National Fire Protection Agency, is adopted by reference as though copied herein fully, except such portions as are deleted, modified or amnded in this chapter.

(b) All portions of the existing code shall remain in effect unless specifically amended in this chapter.

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Section 3.05.032, References to Uniform Building Code or Standard Building Code.

All references to the Uniform Building Code or Standard Building Code in the administrative provisions shall mean the International Building Code (IBC) 2018 ~~2009~~ edition, as published by the International Code Council.

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ARTICLE 3.06 – PLUMBING

Division 2. – PLUMBING CODE

Section 3.06.031 – Adopted.

(a) The International Plumbing Code, 2018 ~~2009~~ edition, with all appendices, published by the International Code Council, Inc., is adopted by reference as though copied herein fully, except such portions as are deleted, modified or amended in this chapter.

(b) All portions of the existing code shall remain in effect unless specifically amended in this chapter.

(c) The following amendments are being made to the 2018 Plumbing Code:

~~(1)~~ **[Amend]** ~~IPC~~ **308.10** ~~**to read**~~ **Thermal expansion tanks.**~~-~~ A thermal expansion tank shall be supported in accordance with the manufacturer's instructions. Residential expansion tanks up to 2.4 gallons may be supported by rigid pipe.

(1)

[Amend] Table 605.4 Water Distribution Pipe. Polyvinyle chloride (PVC) allowed as an approved material in table for ¾ inch and larger. ~~Instead of, expansion tanks now must be attached to the wall, not hanging off pipework.~~

(2)

ARTICLE 3.07 – MECHANICAL CODE

Section 3.07.001 – Adopted.

(a) The International Mechanical Code (IMC), 2018 ~~2009~~ edition, with all appendices, as published by the International Code Council, Inc., is adopted by reference as though copied herein fully, except such portions as are deleted, modified or amended in this chapter.

(b) All portions of the existing code shall remain in effect unless specifically amended in this chapter.

ARTICLE 3.08 – FUEL GAS CODE

Section 3.08.001 – Adopted.

(a) The International Fuel and Gas Code (IFGC), 2018 ~~2009~~ edition, with all appendices, as published by the International Code Council, Inc., is adopted by reference as though copied herein fully, except such portions as are deleted, modified or amended in this chapter.

(b) All portions of the existing code shall remain in effect unless specifically amended in this chapter.

ARTICLE 3.09 – RESIDENTIAL CODE ~~**FOR ONE-AND TWO-FAMILY DWELLINGS**~~

Section 3.09.001- Adopted.

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(a) The International Residential Code ~~for One-and-Two-Family Dwellings~~ (IRC), 2018 ~~2009~~ edition, with all appendices, ~~with appendicdes E, G, H, K,~~ as published by the International Code Council, Inc., is adopted by reference as though copied herein fully, except such portions as are deleted, modified or amended in this chapter.

(b) All portions of the existing code shall remain in effect unless specifically amended in this chapter.

(c) The following amendments are being made to the 2018 International Residential Code:

(1) **[Amend] R302.13 Fire Protection of floors.**~~to read –~~ Crawl spaces require the underneath floor area 10 inches beyond the mechanical equipment on either side only to be fire assembly,5/8 gypsum or equivalent when a heating appliance is installed in the crawl space.

(A) Instead of, crawl spaces now require the underneath of the floor to be fire assembly, 5/8-inch gypsum or equivalent when a heating appliance is installed in the crawl space.

~~(d)~~(2) **[Remove] N1104.1 Lighting Equipment (Mandatory).** ~~– It has raised the lighting number to 90% for efficacy lamps.~~

~~(e)~~(3) **[Amend] ~~2009 IRC P2801.5.1 – To allow PVC to be listed as an approved material for ¾" and larger in Table 2009 IRC P2905.5 IPC 504.~~Table P2906.5 Water Distribution Pipe**. Polyvinyle chloride (PVC) allowed as an approved material in table for ¾ inch or larger.

ARTICLE 3.10 – ENERGY CONSERVATION CODE

Section 3.10.001 – Adopted.

(a) The International Energy Conservation Code (IECC), 2018 ~~2009~~ edition, with all appendices, as published by the International Code Council, Inc., is adopted by reference as though copied herein fully, except such portions as are deleted, modified or amended in this chapter.

(b) All portions of the existing code shall remain in effect unless specifically amended in this chapter.

~~**Section 3.11.001, Property Maintenance Code**~~

~~(a) The International Property Maintenance Code (IPMC), 2000 edition, as published by the International Code Council, Inc., is adopted by reference as though copied herein fully, except such portions as modified or amended in this chapter.~~

~~(b) All portions of the existing code shall remain in effect unless specifically amended in this chapter.~~

Article 3.13 – EXISTING BUILDING CODE

Section 3.13.001 – Adopted.

(a) The International Existing Building Code 2018 ~~2009~~ edition, with all appendices, as published by the International Code Council, is adopted by reference as though copied herein fully, except such portions as are deleted, modified or amended in this chapter.

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(b) All portions of the existing code shall remain in effect unless specifically amended in this chapter.

ARTICLE 3.14 – ~~RESIDENTIAL CODE~~ INTERNATIONAL GREEN CONSTRUCTION CODE

Section 3.14.001 – Adopted.

(a) The ~~International Residential Code (IRC) and the~~ International Green Construction Code (IGCC) 2018 ~~2009~~ edition, with all appendices, as published by the International Code Council (ICC), is adopted by reference as though copied herein fully, except such portions as are deleted, modified or amended in this chapter.

(b) All portions of the existing code shall remain in effect unless specifically amended in this chapter.

ARTICLE 3.15 – SWIMMING POOLS

Section 3.15.001 – ~~Swimming Pool Code~~ Adopted.

(a) The International Swimming Pool and Spa 2018 ~~2012~~ edition, with all appendices, as published by the International Code Council, is adopted by reference as though copied herein fully, except such portions as are deleted, modified or amended in this chapter.

(b) All portions of the existing code shall remain in effect unless specifically amended in this chapter.

~~**Section 3.15.002 – Screening and fencing.**~~

~~See the zoning ordinance, B3TM and/or Bastrop Building Block (B3) Code for screening and fence requirements.~~

CHAPTER 5 – FIRE PREVENTION AND PROTECTION

ARTICLE 5.02 – FIRE CODE

Section 5.02.001 – Adopted.

(a) The International Fire Code (IFC), 2018 ~~2009~~ edition, with appendices B, C, D, E, F, G, H, I, and ~~J~~ N as published by the International Code Council, is adopted by reference as though copied herein fully, except such portions as may be deleted, modified or amended in this chapter.

(b) All portions of the existing code shall remain in effect unless specifically amended in this chapter.

(c) The following amendments are being made to the 2018 International Fire Code:

(1) **[Amend] 101.1** – These regulations shall be known as the Fire Code of the City of Bastrop, Texas, hereinafter referred to as "this code".

(2) **[Amend] 102.6** – The provisions of this code relating to the construction, alteration, repair, enlargement, restoration, relocation or moving of buildings or structures shall not be mandatory for existing buildings or structures identified and registered by the state or local jurisdiction as historic buildings where such

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buildings or structures and the proposed use therein do not constitute a distinct hazard to life or property, as determined by the fire code official. Fire protection in designated historic buildings shall be provided with an *approved* fire protection plan as required in Section 1103.1.1 and in accordance with NFPA 914.

(3) **[Amend] 103.3** – Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *fire code official* shall have the authority to appoint a deputy *fire code official*, other related technical officers, inspectors, and other employees. Where the terms "fire code official", "fire chief", "chief", "fire department", or "fire marshal" are used in the Fire Code, the provisions shall apply to any fire department employee in the execution of their assigned duties, as delegated and appointed by the fire chief.

(4) **[Add] 104.1.1 –** Authorized Personnel. The fire chief and members of the fire department assigned to enforce the Fire Code are authorized to issue municipal citations / summons for violations of the Fire Code.

(5) **[Amend] 104.3** - Where it is necessary to make an inspection to enforce the provisions of this code, or where the fire code official has reasonable cause to believe that there exists in a building or upon any premises any conditions or violations of this code which make the building or premises unsafe, dangerous or hazardous, the fire code official shall have the authority to enter the building or premises at all reasonable times to inspect or to perform the duties imposed upon the Fire Code Official by this code. If such building or premises is occupied, the Fire Code Official shall present credentials to the occupant and request entry. If such building or premises is unoccupied, the Fire Code Official shall first make a reasonable effort to locate the owner, the owner's authorized agent or other person having charge or control of the building or premises and request entry. If entry is refused, the Fire Code Official has recourse to every remedy provided by law to secure entry.

(A) No owner, occupant, or any other person having charge, care, or control of any building or premises shall fail, neglect, or refuse, after proper demand is made as herein provided, to properly permit entry therein by the Fire Chief or his authorized representative for the purpose of inspection or examination under such exigent circumstances affecting the safety of persons and/or property, or to take such prudent action to extinguish a fire or abate a fire hazard.

~~(2)~~(4) **[Add] 104.3.2 -** Photographic Documentation. Members of the Fire Department making such examinations or inspections shall have the right, with proper credentials, and be authorized to take a reasonable number of photographs or record video for evidence, as well as for records for use by the Fire Department to study hazards and scientific control for fire safety.

~~(3)~~(5) **[Amend] 105.4.4** - Approved documents. Construction documents approved by the Fire Code Official are approved with the intent that such construction documents comply in all respects with this code. The issuance or granting approval of plans and specifications or other construction documents is

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not an approval of any violation of this Code or of any other ordinance of the jurisdiction. An approval presuming to give authority to violate or cancel the provisions of this Code is not valid. Review and approval by the fire department shall not relieve the applicant of the responsibility of compliance with this code. The issuance of an approval based on plans, specifications and other data shall not prevent the Fire Code Official from requiring the correction of errors in the plans, specifications or other data, or from preventing processes, building operations or uses being carried on when in violation of this code or any other code of this jurisdiction.

~~(4)~~(6) **[Amend] 105.6** – Required Operational Permits. The Fire Code Official is authorized to issue operational permits for the operations set forth in Sections 105.6.1 through 105.6.51.

~~(5)~~(7) **[Add] 105.6.51** Mobile Food Establishments. An operational permit is required for the operation and maintenance of a mobile food establishment. Small, light weight vendor push carts, as determined by the Fire Code Official, are not covered under this section. For permit to operate a Mobile Food Establishment see Section 319.

~~(6)~~(8) **[Add] 105.7.9.1** Construction Documents. The construction documents for the following tanks shall be prepared by a professional engineer licensed by the State of Texas:

(A) Above ground storage tanks (AST) of 1320 gallons (5031 L) or larger used to store flammable liquids. (Class IA, 1B, IC)

(B) All underground tanks used for the storage and dispensing of flammable or combustible liquids.

~~(7)~~(9) **[Add] 110.2.1** Removal of Occupants. A member of the Fire Department is authorized to require the removal of occupants at a location when actual occupancy exceeds the permitted or posted occupant load. A person commits an offense, as indicated in Section 109.4, if they refuse to obey an order to vacate.

~~(8)~~(10) **[Amend] 110.4** Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Code Official, or of a Permit or certificate used under the provisions of this code shall be guilty of a Class C Misdemeanor, punishable by a fine of up to $500 per infraction. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

~~(9)~~(11) **[Amend] 112.4** Failure to Comply. Any person who continues any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a Class C Misdemanor punishable by ~~liable to~~ a fine of not less than $25 dollars or more than $500 dollars.

~~(10)~~(12) **[Amend] 307.1.1** Prohibited Open Burning. It shall be unlawful for any person within the city limits, in anyway, to intentionally, knowingly or carelessly

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burn or cause to be burned any combustibles, including but not limited to grass, weeds, timber, rubbish, leaves, or other natural or synthetic materials, garbage, trash, rubbish, litter, solid waste, hazardous waste or any such like substances on any street, alley, lot or premises. Such prohibited fires shall include bonfires and fires used for ceremonial purposes not in compliance herewith.

Exceptions:

(A) Burning conducted for the purposes of outdoor cooking and warming in a device approved for such purpose and in compliance with this code. No burning of waste or garbage shall be permitted in such devices.

(B) Firefighter training conducted under the supervision of the Fire Code Official, or designee.

(C) On-site land clearing on lots of greater than two acres upon which the owner intends to clear the lot itself of selected trees, brush and other natural plant growth and when approved by the Fire Code Official, or designee, and the onsite land clearing is conducted in compliance with state, federal and local laws and regulations. A permit shall be required and approved safety measures shall be employed in accordance with 105.6.

(D) Prescribed burning for the purpose of reducing the impact of wildland fire when authorized by the Fire Code Official. A permit shall be required and approved safety measures shall be employed in accordance with 105.6 and 307.2.

~~(11)~~(13) **[Amend] 307.4** Location. When authorized by permits in accordance with section 105.6 and 307.2, unless otherwise approved by the Fire Code Official, the location for burning shall not be less than 100 feet from any structure and provisions shall be made to prevent the fire from spreading to within 100 feet of any structure. Such fires shall be constantly attended by a competent person with an approved means to extinguish the fire and reliable communication capabilities.

~~(12)~~(14) **[Amend] 307.4.1** Bonfires. A bonfire shall not be conducted within 100 feet from any structure or combustible material unless the fire is contained in a barbecue pit or similarly approved container. Conditions that could cause a fire to spread within 100 feet shall be eliminated prior to ignition. A permit must be obtained to conduct a bonfire.

~~(13)~~(15) **[Add] 308.5** Fire Hazard Prohibited. A person shall not construct, erect, install, maintain or use any incinerator, barbecue pit, grill, fire pit/ring, heating device, or so bum any combustible material as to constitute or cause a fire hazard by the use or burning thereof or as to endanger the life or property of any person thereof. The use or burning of any such devices under the following conditions shall constitute a fire hazard and is strictly prohibited:

(A) Within 20 linear feet of any combustible surface or material, including but not limited to decks, porches, balconies, walls, or verandas.

(B) Beneath any balcony, porch, roof overhang, deck, or veranda.

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Exception: Single Family Residences (excluding duplexes and townhomes)

~~(14)~~(16) **[Amend] 503.2.2** Authority. The Fire Code Official shall have the authority to require or permit modifications to the required access widths.

~~(15)~~(17) **[Amend] 503.2.3** Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities by either asphalt or concrete surfaces.

Drivable grass surfaces, or other alternative drivable surfaces, are permitted when approved by the Fire Code Official or his designee and in accordance with all of the following conditions:

(A) Sealed documents indicating compliance with the provisions of 503.2.3 shall be submitted by a registered design professional for review.
(B) The surface shall be capable of supporting the imposed load of fire apparatus weighing at least 84,000 pounds.
(C) Red traffic reflectors shall be provided on each side of the surface every 15 feet to clearly mark its boundaries. Vegetation on and surrounding the surface shall be maintained such that said reflectors are visible at all times.
(D) Sod is not permitted to be placed over the drivable base.
(E) If the surface proposed is to be used as the aerial apparatus access road for the facility, concrete curbing, or other approved edging, shall be installed along both sides of the portion to be used as such for enhanced lateral stability.
(F) If sand or other free-flowing fill is used as a main structural component for the surface, concrete curbing or other approved edging shall be installed along both sides of the surface for material containment.
(G) The surface shall be maintained in proper working order at all times when utilized as a required fire lane. Should the surface become damaged or fall into disrepair, the Fire Code Official or his designee shall be authorized to require the repair and recertification of said surface at the expense of the owner or entity in charge of maintaining the surface.

~~(16)~~(18) **[Amend] 503.2.4** Turning Radius. The required turning radius of a fire apparatus access road shall not be less than 25 feet inside or 50 feet outside.
Exception: Radius less than 25 feet inside or 50 feet outside as approved by the Fire Code Official.

~~(17)~~(19) **[Add] 503.7** Fire Code Official Authority to Designate and Enforce Fire Lanes. The Fire Code Official is hereby authorized to designate fire lanes on designated premises where such areas must be free of parked vehicles and other obstructions to provide ready access to buildings therein, in case of fire or other emergencies. The Fire Code Official's designation of such fire lanes does not prohibit the owner of such property of their responsibility to maintain the area. Further, owners of the private property or their designated representative may request that additional fire lanes be designated by the Fire Code Official.

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(A) **503.7.1** Summons or Citation Issued for a Fire Lane Obstruction Violation. Any police officer, Fire Code Official, or city employee charged with enforcing the Code of Ordinances of the City of Bastrop may issue a citation, summons or notice to appear to any person, or property owner in violation of this section. Said notice must specify the location of the fire lane in which such violation occurred and the date and time of such violation. For purposes of this section, a vehicle's owner includes those listed in Texas Occupation Code section 2308.002.

(B) **503.7.2** Removal of Vehicle by Fire Code Official. Any vehicle may be removed at the vehicle owners' expense upon the authorization of the Fire Code Official under the following conditions:

(i) When the vehicle violates city code of ordinances by standing or parking a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers, in a fire lane or fire zone, or

(ii) When a vehicle blocks the ingress/egress of a business, theater, night club, apartment complex, gymnasium or a place of assembly, or

(iii) When a vehicle's presence threatens the life safety of the public by impeding the ability of the fire apparatus and emergency medical equipment to respond to an emergency.

(iv) The Fire Code Official shall cause such vehicle to be removed by the towing service operating under a contract with the City of Bastrop.

(C) **503.7.3** Abandonment of Fire Lane. No owner, manager or person in charge of any premises served by a required fire lane shall abandon or close any such fire lane without the written permission of the Fire Code Official.

~~(18)~~(20) **[Amend] 505.1** Address identification. New and existing buildings shall have approved address numbers, building and/or suite identification or be provided with approved building address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Address characters shall be not less than 8 inches high for commercial occupancies and 4 inches high for residential (Group R-3 occupancy), with a minimum stroke width of ½ inch. For buildings with individual suites, the suite numbers shall be a minimum of 4 inches high with a minimum stroke width of ½ inch. Where required by the Fire Code Official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole

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or other sign or means shall be used to identify the structure. Address numbers shall be maintained.

~~(19)~~(21) **[Add] 505.3** Tenant identification. Each occupied tenant space provided with a secondary exit to the exterior or exit corridor shall be provided with tenant identification by business name and address. Letters and numbers shall be posted on the corridor side of the door, plainly legible and shall contrast with their background.

~~(20)~~(22) **[Amend] 506.1 Where required.** Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life saving or firefighting purposes, the Fire Code Official is authorized to require a key box to be installed at an approved location. Additional key boxes may be required as determined by the Fire Code Official. The key box shall be manufactured by Knox Company, keyed for use by the Bastrop Fire Department, and shall contain keys necessary to gain access as required by the Fire Code Official.

~~(21)~~(23) **[Add] 506.1.1.1** Electronic gates. Electric gates across fire access roadways shall be equipped with a Knox Key Switch. The Key Switch shall be located on a keypad pedestal or as approved by the Fire Code Official.

~~(22)~~(24) **[Add] 506.1.1.2** Electrical Disconnect/Chain Access. In the event of a power failure, the gate shall open by means of an electrical power disconnect switch in a weatherproof box. The gate shall be capable of being physically disconnected from the operating mechanism from either side of the gate. Slider gate chains shall have access to cut and release the gate from the opener mechanism from either side. Swing gates shall have a pin in the swing arm mechanism secured by a Knox Padlock. The padlock shall be accessible from either side of the gate. Gates that are not in proper operating condition shall be chained and locked in an open position.

~~(23)~~(25) **[Amend] 507.4** The Fire Code Official shall be notified prior to the water supply test. Water supply tests shall be conducted by the fire department prior to final approval of the water supply system.

~~(24)~~(26) **[Amend] 507.5.1** Exception #2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, the distance shall be 500 feet.

~~(25)~~(27) **[Amend] 507.5.1.1** Hydrant for standpipe systems and fire department connections (FDC). If a building is required to have an automatic sprinkler system installed in accordance with this code, or a standpipe system installed in accordance with Section 905, a fire hydrant shall be located within 100 feet of the Fire Department Connections as required in 912.8.

~~(26)~~(28) **[Amend] 901.5** Installation Acceptance Testing. Fire detection and alarm systems, fire extinguishing systems, fire hydrant systems, fire standpipe systems, fire pump systems, private fire service mains and all other fire protection systems and appurtenances thereto shall be subject to acceptance tests as contained in the installation standards and as approved by the Fire Code Official. The Fire Code

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Official shall be notified before any required acceptance testing. A representative of the Fire Department shall witness all required acceptance tests for all these systems.

~~(27)~~(29) **[Amend] 901.8 Removal of or tampering with equipmen**t. It shall be unlawful for any person to remove, tamper with or otherwise disturb any fire hydrant, fire detection and alarm system, fire suppression system or other fire appliance required by this code except for the purposes of extinguishing fire, training, recharging or making necessary repairs or where approved by the Fire Code Official. No person shall reset/restore an activated fire alarm system unless directed by the fire department.

~~(28)~~(30) **[Amend] 903.2.11.3. Buildings ~~35 feet~~3 Stories or more in height.** An automatic sprinkler system shall be installed throughout buildings ~~with an overall height of 35 feet or more~~that have 3 or more stories above the lowest level of fire department vehicle access.

~~(29)~~(31) **[Add] 907.2.6.4 Group I-4 Occupancies**. Group I-4 occupancies shall be equipped with a manual fire alarm system and automatic smoke detection system installed throughout the building.

~~(30)~~(32) **[Amend] 912.5** Signs. The fire department connection shall be indicated by an approved sign. Such sign shall be a red 12 inch by 12 inch, all weather sign with 6 inch white reflective lettering, stating "FDC". The sign shall be mounted no less than 3 feet above the FDC connection, providing an unobstructed view from the fire department access roadway, to include consideration to future vegetative growth. If needed, an arrow can be used to identify the location of the FDC. Such sign shall be subject to the approval of the Fire Code Official. The Fire Code Official is permitted to require additional signage where necessary to facilitate rapid location of the FDC.

~~(31)~~(33) **[Add] 912.8** Fire Department Connection Specifications. Sprinkler system and standpipe fire department hose connections shall be as follows:

(A) Fire Department Connections shall be a 5 inch "Storz" connection, unless the Fire Code Official determines there is a need for a different arrangement.

(B) The 5 inch "Storz" inlet shall be installed on a 30 degree elbow, angle pointing down.

(C) Located no more than 30 feet from a public street, approved fire lane, or access roadway.

(D) Within 100 feet of an approved fire hydrant measured as the hose would be laid along a fire department apparatus roadway.

(E) Minimum 30 inches (762 mm) at lowest point above finished grade and a maximum of 4 feet above finished grade measured from the bottom of the 5 inch "Storz".

(F) The Fire Code Official shall approve the location of freestanding fire department connections (remote connections). Freestanding FDC's must

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be physically protected against impact per the requirements of Section 312.

(G) Fire department connections for H occupancies will be freestanding (remote connections) and located as determined by the Fire Code Official.

(H) Fire Department Connections shall be equipped with locking caps, manufactured by the Knox Company, keyed for use by the Bastrop Fire Department.

~~(32)~~(34) **[Add] 912.8.1** Fire Department Connection Signage. All FDC signage shall be made of all-weather material, red 12 inch by 12 inch, with 6 inch white reflective lettering, stating "FDC". The sign shall be mounted no less than 3 feet above the FDC connection, providing an unobstructed view from the fire department access roadway, to include consideration to future vegetative growth.

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~~(33)~~(35) **[Amend] Table 1004.5 Maximum Floor Area Allowances Per Occupant**

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Function of Space	Occupant Load Factor (Floor Area in Square Feet Per Occupant)
Accessory storage areas, mechanical equipment room.	300 Gross
Agricultural Building	300 Gross
Aircraft Hangars	500 Gross
Airport Terminal Baggage Claim Baggage Handling Concourse Waiting Area	 20 Gross 300 Gross 100 Gross 15 Gross
Assembly Gaming Floors (Keno, Slots, etc.) Exhibit Gallery and Museum	 11 Gross 30 Net
Assembly with Fixed Seats	See Section 1004.4
Assembly without Fixed Seats Concentrated (Chairs Only – Not Fixed) Standing Space Unconcentrated (Tables and Chairs)	 7 Net 5 Net 15 Net
Bowling Centers, Allow 5 Persons for Each Lane including 15 Feet of Runway, and for Additional Areas	7 Net

Business Areas Concentrated Business Use Areas	100 Gross See Section 1004.8
Courtrooms – other than Fixed Seating Areas	40 Net
Day Care	35 Net
Dormitories	50 Gross
Educational Classroom Area Shops and Other Vocational Room Areas	 20 Net 50 Net
Exercise Rooms	50 Gross
Group H-5 Fabrication and Manufacturing Areas	200 Gross
Industrial Areas	100 Gross
Institutional Areas Inpatient Treatment Areas Outpatient Areas Sleeping Areas	 240 Gross 100 Gross 120 Gross
Kitchens, Commercial	200 Gross
Library Reading Rooms Stack Area	 50 Net 100 Gross
Locker Rooms	50 Gross
Mall Buildings – Covered and Open	See Section 402.8.2 of the adopted International Building Code
Mercantile Storage, Stock, Shipping Areas	60 Gross 300 Gross
Parking Garages	200 Gross
Residential	200 Gross
Skating Rinks, Swimming Pools Rink and Pool Decks	 50 Gross 15 Gross

Stages and Platforms	15 Net
Warehouses	500 Gross

~~(34)~~(36) **[Amend]** Chapter 80 – Referenced Standards

(A) The National Fire Protection Association also adopts the following editions of referenced codes herein for purposes of review and inspections.

(i) 02 – 2016 Edition – Hydrogen Technologies Code
03 – 2018 Edition – Standard for Commissioning of Fire Protection and Life Safety Systems
04 – 2015 Edition – Standard for Integrated Fire Protection and Life Safety System Testing
10 – 2018 Edition – Standard for Portable Fire Extinguishers
11 – 2016 Edition – Standard for Low-, Medium-, and High-expansion Foam
12 – 2015 Edition – Standard on Carbon Dioxide Extinguishing Systems
12A – 2015 Edition – Standard on Halon 1301 Fire Extinguishing Systems
13 – 2016 Edition – Standard for the Installation of Sprinkler Systems
13D – 2016 Edition – Standard for the Installation of Sprinkler Systems in One- and Two-family Dwellings and Manufactured Homes
13R – 2016 Edition – Standard for the Installation of Sprinkler Systems in Low-rise Residential Occupancies
14 – 2016 Edition – Standard for the Installation of Standpipe and Hose Systems
15 – 2017 Edition – Standard for Water Spray Fixed Systems for Fire Protection
16 – 2015 Edition – Standard for the Installation of Foam-water Sprinkler and Foam-water Spray Systems
17 – 2017 Edition – Standard for Dry Chemical Extinguishing Systems
17A – 2017 Edition – Standard for Wet Chemical Extinguishing Systems
20 – 2016 Edition – Standard for the Installation of Stationary Pumps for Fire Protection
22 – 2018 Edition – Standard for Water Tanks for Private Fire Protection
24 – 2016 Edition – Standard for Installation of Private Fire

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Service Mains and Their Appurtenances
25 – 2017 Edition – Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems
30 – 2018 Edition – Flammable and Combustible Liquids Code
30A – 2018 Edition – Code for Motor Fuel-dispensing Facilities and Repair Garages
30B – 2015 Edition – Code for the Manufacture and Storage of Aerosol Products
51B – 2014 Edition – Standard for Fire Prevention During Welding, Cutting, and Other Hot Work
54 – 2018 Edition – National Fuel Gas Code
55 – 2016 Edition – Compressed Gases and Cryogenic Fluids Code
58 – 2017 Edition – Liquefied Petroleum Gas Code
70 – 2017 Edition – National Electric Code
72 – 2016 Edition – National Fire Alarm and Signaling Code
501A – 2018 Edition – Standard for Fire Safety Criteria for Manufactured Home Installations, Sites, and Communities
914 – 2019 Edition – Code for the Protection of Historic Structures
2001 – 2015 Edition – Standard on Clean Agent Fire Extinguishing Systems
2010 – 2015 Edition – Standard for Fixed Aerosol Fire Extinguishing Systems

~~**ARTICLE 5.03 LIFE SAFETY CODE**~~

~~**Section 5.03.001 Adopted.**~~

~~(a) The Life Safety Code (NFPA 101), 2009 edition, as published by the National Fire Protection Association, is adopted by reference as though copied herein fully, except such portions as may be deleted, modified or amended in this chapter.~~

~~(b) All portions of the existing code shall remain in effect unless specifically amended in this chapter.~~

~~**ARTICLE 5.04 RESERVED**~~

~~Section 5.04.001-5.04.003 Reserved~~

~~**ARTICLE 5.05 RESERVED**~~

~~Section 5.05.001-5.05.008 Reserved~~

~~**ARTICLE 5.06 RESERVED**~~

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~~Section 5.06.001-5.06.035 Reserved~~

~~ARTICLE 5.07 FIRE LANES~~

~~Section 5.07.001 Identified~~

~~(a) The areas identified on the fire lane map as maintained on file in the office of the City Secretary are hereby identified as fire lanes in the central business district of the city.~~
~~(b) All buildings constructed within the city shall identify and establish fire lanes in compliance with the Internation Fire Code (IFC), 2009 edition, and appendices thereto (fire code), or occur, in accordance with the fire code.~~
~~(c) The fire chief or his designee is authorized to establish tempory fire lanes during any fire, and to exclude all persons and vehicles other than those authorized to assist in extinguishing the fire from within such fire lanes.~~

~~Section 5.07.002 Parking in or obstructing prohibited.~~

~~Parking of vehicles or blocking by any means in a manner that would restrict fire vehicle access is hereby prohibited in an area designated as a fire lane.~~

~~Section 5.07.003 Removal of vehicles and other obstructions.~~

~~Vehicles or other objects/items identified to be in violation of this article will be subject to immediate removal. Fire lanes are hereby designated to be tow-away zones.~~

~~Section 5.07.004 Penalty~~

~~The owner/operator/holder of any vehicle, object or other item found to be in violation of this article shall be subject to citation and fine amount to be determined by the municipal court judge in keeping state statues and shall also be subject to all expenses relative to the removal and storage of said vehicle, object and/or item.~~

~~ARTICLE 5.08 RESERVED~~

~~(i) Section 5.08.001 Reserved~~

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City of Bastrop, Texas

Amendments to 2018 International Fire Code

With Adoption of Appendices B, C, D, E, F, H, I, and N

Amendments to the 2018 International Building Codes (I-Codes)

International Fire Code

[Amend] 101.1 – These regulations shall be known as the Fire Code of the City of Bastrop, Texas, hereinafter referred to as "this code".

[Amend] 102.6 – The provisions of this code relating to the construction, alteration, repair, enlargement, restoration, relocation or moving of buildings or structures shall not be mandatory for existing buildings or structures identified and registered by the state or local jurisdiction as historic buildings where such buildings or structures and the proposed use therein do not constitute a distinct hazard to life or property, as determined by the fire code official. Fire protection in designated historic buildings shall be provided with an *approved* fire protection plan as required in Section 1103.1.1 and in accordance with NFPA 914.

[Amend] 103.3 – Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *fire code official* shall have the authority to appoint a deputy *fire code official,* other related technical officers, inspectors, and other employees. Where the terms "fire code official", "fire chief", "chief", "fire department", or "fire marshal" are used in the Fire Code, the provisions shall apply to any fire department employee in the execution of their assigned duties, as delegated and appointed by the fire chief.

[Add] 104.1.1 – Authorized Personnel. The fire chief and members of the fire department assigned to enforce the Fire Code are authorized to issue municipal citations / summons for violations of the Fire Code.

[Amend] 104.3 - Where it is necessary to make an inspection to enforce the provisions of this code, or where the fire code official has reasonable cause to believe that there exists in a building or upon any premises any conditions or violations of this code which make the building or premises unsafe, dangerous or hazardous, the fire code official shall have the authority to enter the building or premises at all reasonable times to inspect or to perform the duties imposed upon the fire code official by this code. If such building or premises is occupied, the fire code official shall present credentials to the occupant and request entry. If such building or premises is unoccupied, the fire code official shall first make a reasonable effort to locate the owner, the owner's authorized agent or other person having charge or control of the building or premises and request entry. If entry is refused, the fire code official has recourse to every remedy provided by law to secure entry.

No owner, occupant, or any other person having charge, care, or control of any building or premises shall fail, neglect, or refuse, after proper demand is made as herein provided, to properly permit entry therein by the Fire Chief or his authorized representative for the purpose of inspection or examination under such exigent circumstances affecting the safety of persons and/or property, or to take such prudent action to extinguish a fire or abate a fire hazard.

[Add] 104.3.2 - Photographic Documentation. Members of the Fire Department making such examinations or inspections shall have the right, with proper credentials, and be authorized to take a reasonable number of photographs or record video for evidence, as well as for records for use by the Fire Department to study hazards and scientific control for fire safety.

[Amend] 105.4.4 - Approved documents. Construction documents approved by the Fire Code Official are approved with the intent that such construction documents comply in all respects with this code. The issuance or granting approval of plans and specifications or other construction documents is not an approval of any violation of this Code or of any other ordinance of the jurisdiction. An approval presuming to give authority to violate or cancel the provisions of this Code is not valid. Review and approval by the fire department shall not relieve the applicant of the responsibility of compliance with this code. The issuance of an approval based on plans, specifications and other data shall not prevent the Fire Code Official from requiring the correction of errors in the plans, specifications or other data, or from preventing processes, building operations or uses being carried on when in violation of this code or any other code of this jurisdiction.

[Amend] 105.6 – Required Operational Permits. The fire code official is authorized to issue operational permits for the operations set forth in Sections 105.6.1 through 105.6.51.

[Add] 105.6.51 Mobile Food Establishments. An operational permit is required for the operation and maintenance of a mobile food establishment. Small, light weight vendor push carts, as determined by the fire code official, are not covered under this section. For permit to operate a Mobile Food Establishment see Section 319.

[Add] 105.7.9.1 Construction Documents. The construction documents for the following tanks shall be prepared by a professional engineer licensed by the State of Texas:

1. Above ground storage tanks (AST) of 1320 gallons (5031 L) or larger used to store flammable liquids. (Class IA, 1B, IC)
2. All underground tanks used for the storage and dispensing of flammable or combustible liquids.

[Add] 110.2.1 Removal of Occupants. A member of the Fire Department is authorized to require the removal of occupants at a location when actual occupancy exceeds the permitted or posted occupant load. A person commits an offense, as indicated in Section 109.4, if they refuse to obey an order to vacate.

[Amend] 110.4 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a Permit or certificate used under the provisions of this code shall be guilty of a Class C Misdemeanor, punishable by a fine of up to $500 per infraction. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

[Amend] 112.4 Failure to Comply. Any person who continues any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than $25 dollars or more than $500 dollars.

[Amend] 307.1.1 Prohibited Open Burning. It shall be unlawful for any person within the city limits, in anyway, to intentionally, knowingly or carelessly burn or cause to be burned any combustibles, including but not limited to grass, weeds, timber, rubbish, leaves, or other natural or synthetic materials, garbage, trash, rubbish, litter, solid waste, hazardous waste or any such like substances on any street, alley, lot or premises. Such prohibited fires shall include bonfires and fires used for ceremonial purposes not in compliance herewith.

Exceptions:

1. Burning conducted for the purposes of outdoor cooking and warming in a device approved for such purpose and in compliance with this code. No burning of waste or garbage shall be permitted in such devices.
2. Firefighter training conducted under the supervision of the Fire Code Official, or designee.
3. On-site land clearing on lots of greater than two acres upon which the owner intends to clear the lot itself of selected trees, brush and other natural plant growth and when approved by the Fire Code Official, or designee, and the onsite land clearing is conducted in compliance with state, federal and local laws and regulations. A permit shall be required and approved safety measures shall be employed in accordance with 105.6,
4. Prescribed burning for the purpose of reducing the impact of wildland fire when authorized by the Fire Code Official. A permit shall be required and approved safety measures shall be employed in accordance with 105.6 and 307.2.

[Amend] 307.4 Location. When authorized by permits in accordance with section 105.6 and 307.2, unless otherwise approved by the Fire Code Official, the location for burning shall not be less than 100 feet from any structure and provisions shall be made to prevent the fire from spreading to within 100 feet of any structure. Such fires shall be constantly attended by a competent person with an approved means to extinguish the fire and reliable communication capabilities.

[Amend] 307.4.1 Bonfires. A bonfire shall not be conducted within 100 feet from any structure or combustible material unless the fire is contained in a barbecue pit or similarly approved container. Conditions that could cause a fire to spread within 100 feet shall be eliminated prior to ignition. A permit must be obtained to conduct a bonfire.

[Add] 308.5 Fire Hazard Prohibited. A person shall not construct, erect, install, maintain or use any incinerator, barbecue pit, grill, fire pit/ring, heating device, or so bum any combustible material as to constitute or cause a fire hazard by the use or burning thereof or as to endanger the life or property of any person thereof. The use or burning of any such devices under the following conditions shall constitute a fire hazard and is strictly prohibited:

1. Within 20 linear feet of any combustible surface or material, including but not limited to decks, porches, balconies, walls, or verandas.
2. Beneath any balcony, porch, roof overhang, deck, or veranda.

Exception: Single Family Residences (excluding duplexes and townhomes)

[Amend] 503.2.2 Authority. The fire code official shall have the authority to require or permit modifications to the required access widths.

[Amend] 503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities by either asphalt or concrete surfaces.

Drivable grass surfaces, or other alternative drivable surfaces, are permitted when approved by the Fire Code Official or his designee and in accordance with all of the following conditions:

1. Sealed documents indicating compliance with the provisions of 503.2.3 shall be submitted by a registered design professional for review.
2. The surface shall be capable of supporting the imposed load of fire apparatus weighing at least 84,000 pounds.
3. Red traffic reflectors shall be provided on each side of the surface every 15 feet to clearly mark its boundaries. Vegetation on and surrounding the surface shall be maintained such that said reflectors are visible at all times.
4. Sod is not permitted to be placed over the drivable base.
5. If the surface proposed is to be used as the aerial apparatus access road for the facility, concrete curbing, or other approved edging, shall be installed along both sides of the portion to be used as such for enhanced lateral stability.
6. If sand or other free-flowing fill is used as a main structural component for the surface, concrete curbing or other approved edging shall be installed along both sides of the surface for material containment.
7. The surface shall be maintained in proper working order at all times when utilized as a required fire lane. Should the surface become damaged or fall into disrepair, the Fire Code Official or his designee shall be authorized to require the repair and recertification of said surface at the expense of the owner or entity in charge of maintaining the surface.

[Amend] 503.2.4 Turning Radius. The required turning radius of a fire apparatus access road shall not be less than 25 feet inside or 50 feet outside.

Exception: Radius less than 25 feet inside or 50 feet outside as approved by the fire code official.

[Add] 503.7 Fire Code Official Authority to Designate and Enforce Fire Lanes. The Fire Code Official is hereby authorized to designate fire lanes on designated premises where such areas must be free of parked vehicles and other obstructions to provide ready access to buildings therein, in case of fire or other emergencies. The Fire Code Official's designation of such fire lanes does not prohibit the owner of such property of their responsibility to maintain the area. Further, owners of the private property or their designated representative may request that additional fire lanes be designated by the Fire Code Official.

503.7.1 Summons or Citation Issued for a Fire Lane Obstruction Violation. A citation, summons or notice to appear in answer to a charge of obstructing a fire lane in violation of this section specifying the location of the fire lane in which such violation occurred and the date and time of such violation, may be issued by any police officer, fire code official, or city employee charged with enforcing the code of ordinances of the City of Bastrop.

503.7.2 Removal of Vehicle by Property Owner. Except an authorized emergency vehicle, the owner of private property, or their agent, may have any motor vehicle that is parked in a legally designated fire lane removed and stored at either their own expense or that of the vehicle operator. The owner of the premises, or their agent, who has a vehicle removed and stored, is not liable for damages incurred as a result of removal or storage, if the vehicle is removed by a vehicle wrecker service insured against liability for property damage incurred in towing vehicles and is stored by a storage company insured against liability for property damage incurred in the storage of vehicles.

503.7.3 Removal of Vehicle by Fire Code Official. Any vehicle parked in any designated fire lane may be removed at the vehicle owners' expense upon the authorization of the Fire Code Official under the following conditions:

1. When the vehicle violates city code of ordinances by standing or parking a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers, in a fire lane or fire zone, or
2. When a vehicle blocks the ingress/egress of a business, theater, night club, apartment complex, gymnasium or a place of assembly, or
3. When a vehicle's presence threatens the life safety of the public by impeding the ability of the fire apparatus and emergency medical equipment to respond to an emergency.

The Fire Code Official shall cause such vehicle to be removed by the towing service operating under a contract with the City of Bastrop.

503.7.4 Abandonment of Fire Lane. No owner, manager or person in charge of any premises served by a required fire lane shall abandon or close any such fire lane without the written permission of the Fire Code Official.

[Amend] 505.1 Address identification. New and existing buildings shall have approved address numbers**.** building and/or suite identification or be provided with approved building address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Address characters shall be not less than 8 inches high for commercial occupancies and 4 inches high for residential (Group R-3 occupancy), with a minimum stroke width of ½ inch. For buildings with individual suites, the suite numbers shall be a minimum of 4 inches high with a minimum stroke width of ½ inch. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained.

[Add] 505.3 Tenant identification. Each occupied tenant space provided with a secondary exit to the exterior or exit corridor shall be provided with tenant identification by business name and address. Letters and numbers shall be posted on the corridor side of the door, plainly legible and shall contrast with their background.

[Amend] 506.1 Where required. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life saving or firefighting purposes, the fire code official is authorized to require a key box to be installed at an approved location. Additional key boxes may be required as determined by the fire code official. The key box shall be manufactured by Knox Company, keyed for use by the Bastrop Fire Department, and shall contain keys necessary to gain access as required by the fire code official.

[Add] 506.1.1.1 Electronic gates. Electric gates across fire access roadways shall be equipped with a Knox Key Switch. The Key Switch shall be located on a keypad pedestal or as approved by the Fire Code Official.

[Add] 506.1.1.2 Electrical Disconnect/Chain Access. In the event of a power failure, the gate shall open by means of an electrical power disconnect switch in a weatherproof box. The gate shall be capable of being physically disconnected from the operating mechanism from either side of the gate. Slider gate chains shall have access to cut and release the gate from the opener mechanism from either side. Swing gates shall have a pin in the swing arm mechanism secured by a Knox Padlock. The padlock shall be accessible from either side of the gate. Gates that are not in proper operating condition shall be chained and locked in an open position.

[Amend] 507.4 The fire code official shall be notified prior to the water supply test. Water supply tests shall be conducted by the fire department prior to final approval of the water supply system.

[Amend] 507.5.1 Exception #2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, the distance shall be 500 feet.

[Amend] 507.5.1.1 Hydrant for standpipe systems and fire department connections. If a building is required to have an automatic sprinkler system installed in accordance with this code, or a standpipe system installed in accordance with Section 905, a fire hydrant shall be located within 100 feet of the Fire Department Connections as required in 912.8.

[Amend] 901.5 Installation Acceptance Testing. Fire detection and alarm systems, fire extinguishing systems, fire hydrant systems, fire standpipe systems, fire pump systems, private fire service mains and all other fire protection systems and appurtenances thereto shall be subject to acceptance tests as contained in the installation standards and as approved by the Fire Code Official. The Fire Code Official shall be notified before any required acceptance testing. A representative of the Fire Department shall witness all required acceptance tests for all these systems.

[Amend] 901.8 Removal of or tampering with equipment. It shall be unlawful for any person to remove, tamper with or otherwise disturb any fire hydrant, fire detection and alarm system, fire suppression system or other fire appliance required by this code except for the purposes of extinguishing fire, training, recharging or making necessary repairs or where approved by the fire code official. No person shall reset/restore an activated fire alarm system unless directed by the fire department.

[Amend] 903.2.11.3. Buildings 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings with an overall height of 35 feet or more above the lowest level of fire department vehicle access.

[Add] 907.2.6.4 Group I-4 Occupancies. Group I-4 occupancies shall be equipped with a manual fire alarm system and automatic smoke detection system installed throughout the building.

[Amend] 912.5 Signs. The fire department connection shall be indicated by an approved sign. Such sign shall be a red 12 inch by 12 inch, all weather sign with 6 inch white reflective lettering, stating "FDC". The sign shall be mounted no less than 3 feet above the FDC connection, providing an unobstructed view from the fire department access roadway, to include consideration to future vegetative growth. If needed, an arrow can be used to identify the location of the FDC. Such sign shall be subject to the approval of the Fire Code Official. The Fire Code Official is permitted to require additional signage where necessary to facilitate rapid location of the FDC.

[Add] 912.8 Fire Department Connection Specifications. Sprinkler system and standpipe fire department hose connections shall be as follows:

1. Fire Department Connections shall be a 5 inch "Storz" connection, unless the Fire Code Official determines there is a need for a different arrangement
2. The 5 inch "Storz" inlet shall be installed on a 30 degree elbow, angle pointing down
3. Located no more than 30 feet from a public street, approved fire lane, or access roadway
4. Within 100 feet of an approved fire hydrant measured as the hose would be laid along a fire department apparatus roadway.
5. Minimum 30 inches (762 mm) at lowest point above finished grade and a maximum of 4 feet above finished grade measured from the bottom of the 5 inch "Storz"
6. The Fire Code Official shall approve the location of freestanding fire department connections (remote connections). Freestanding FDC's must be physically protected against impact per the requirements of Section 312.
7. Fire department connections for H occupancies will be freestanding (remote connections) and located as determined by the Fire Code Official
8. Fire Department Connections shall be equipped with locking caps, manufactured by the Knox Company, keyed for use by the Bastrop Fire Department.

[Add] 912.8.1 Fire Department Connection Signage. All FDC signage shall be made of all-weather material, red 12 inch by 12 inch, with 6 inch white reflective lettering, stating "FDC". The sign shall be mounted no less than 3 feet above the FDC connection, providing an unobstructed view from the fire department access roadway, to include consideration to future vegetative growth.

[Amend] Table 1004.5 Maximum Floor Area Allowances Per Occupant

Function of Space	Occupant Load Factor (Floor Area in Square Feet Per Occupant)
Accessory storage areas, mechanical equipment room.	300 Gross
Agricultural Building	300 Gross
Aircraft Hangars	500 Gross
Airport Terminal Baggage Claim Baggage Handling Concourse Waiting Area	 20 Gross 300 Gross 100 Gross 15 Gross
Assembly Gaming Floors (Keno, Slots, etc.) Exhibit Gallery and Museum	 11 Gross 30 Net
Assembly with Fixed Seats	See Section 1004.4
Assembly without Fixed Seats Concentrated (Chairs Only – Not Fixed) Standing Space Unconcentrated (Tables and Chairs)	 7 Net 5 Net 15 Net
Bowling Centers, Allow 5 Persons for Each Lane including 15 Feet of Runway, and for Additional Areas	7 Net
Business Areas Concentrated Business Use Areas	100 Gross See Section 1004.8
Courtrooms – other than Fixed Seating Areas	40 Net
Day Care	35 Net
Dormitories	50 Gross

Educational Classroom Area Shops and Other Vocational Room Areas	 20 Net 50 Net
Exercise Rooms	50 Gross
Group H-5 Fabrication and Manufacturing Areas	200 Gross
Industrial Areas	100 Gross
Institutional Areas Inpatient Treatment Areas Outpatient Areas Sleeping Areas	 240 Gross 100 Gross 120 Gross
Kitchens, Commercial	200 Gross
Library Reading Rooms Stack Area	 50 Net 100 Gross
Locker Rooms	50 Gross
Mall Buildings – Covered and Open	See Section 402.8.2 of the International Building Code
Mercantile Storage, Stock, Shipping Areas	60 Gross 300 Gross
Parking Garages	200 Gross
Residential	200 Gross
Skating Rinks, Swimming Pools Rink and Pool Decks	 50 Gross 15 Gross
Stages and Platforms	15 Net
Warehouses	500 Gross

[Amend] Chapter 80 – Referenced Standards

NFPA

02 – 2016 Edition – Hydrogen Technologies Code
03 – 2018 Edition – Standard for Commissioning of Fire Protection and Life Safety Systems

04 – 2015 Edition – Standard for Integrated Fire Protection and Life Safety System Testing
10 – 2018 Edition – Standard for Portable Fire Extinguishers
11 – 2016 Edition – Standard for Low-, Medium-, and High-expansion Foam
12 – 2015 Edition – Standard on Carbon Dioxide Extinguishing Systems
12A – 2015 Edition – Standard on Halon 1301 Fire Extinguishing Systems
13 – 2016 Edition – Standard for the Installation of Sprinkler Systems
13D – 2016 Edition – Standard for the Installation of Sprinkler Systems in One- and Two-family Dwellings and Manufactured Homes
13R – 2016 Edition – Standard for the Installation of Sprinkler Systems in Low-rise Residential Occupancies
14 – 2016 Edition – Standard for the Installation of Standpipe and Hose Systems
15 – 2017 Edition – Standard for Water Spray Fixed Systems for Fire Protection
16 – 2015 Edition – Standard for the Installation of Foam-water Sprinkler and Foam-water Spray Systems
17 – 2017 Edition – Standard for Dry Chemical Extinguishing Systems
17A – 2017 Edition – Standard for Wet Chemical Extinguishing Systems
20 – 2016 Edition – Standard for the Installation of Stationary Pumps for Fire Protection
22 – 2018 Edition – Standard for Water Tanks for Private Fire Protection
24 – 2016 Edition – Standard for Installation of Private Fire Service Mains and Their Appurtenances
25 – 2017 Edition – Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems
30 – 2018 Edition – Flammable and Combustible Liquids Code
30A – 2018 Edition – Code for Motor Fuel-dispensing Facilities and Repair Garages
30B – 2015 Edition – Code for the Manufacture and Storage of Aerosol Products
51B – 2014 Edition – Standard for Fire Prevention During Welding, Cutting, and Other Hot Work
54 – 2018 Edition – National Fuel Gas Code
55 – 2016 Edition – Compressed Gases and Cryogenic Fluids Code
58 – 2017 Edition – Liquefied Petroleum Gas Code
70 – 2017 Edition – National Electric Code
72 – 2016 Edition – National Fire Alarm and Signaling Code
501A – 2018 Edition – Standard for Fire Safety Criteria for Manufactured Home Installations, Sites, and Communities
914 – 2019 Edition – Code for the Protection of Historic Structures
2001 – 2015 Edition – Standard on Clean Agent Fire Extinguishing Systems
2010 – 2015 Edition – Standard for Fixed Aerosol Fire Extinguishing Systems

2018 International Building Codes (I-Codes)

Amend R302.13 to read - Crawl spaces require the underneath floor area 10 inches beyond the mechanical equipment on either side only to be fire assembly,5/8 gypsum or equivalent when a heating appliance is installed in the crawl space.

Instead of, crawl spaces now require the underneath of the floor to be fire assembly, 5/8-inch gypsum or equivalent when a heating appliance is installed in the crawl space.

Reason: Furnaces are a standard 28” deep, so by adding 10” on each side beyond the mechanical equipment it will be sufficient in slowing fire and providing an adequate fire protection barrier, while also not being cost prohibitive.

Remove N1104.1 – It has raised the lighting number to 90% for efficacy lamps

Reason: Currently there are limited options in the market for a large variety of 90% efficacy lamps. The Board also felt the supply-and-demand in the market trend would ultimately take care of this problem.

Amend IPC308.10 to read - Residential expansion tanks up to 2.4 gallons may be supported by rigid pipe.
Instead of, expansion tanks now must be attached to the wall, not hanging off pipework.

Reason: It is currently an industry standard to allow the expansion tank to be supported by rigid pipe (non-bendable in movement), and the apparatus the expansion tanks are being attached to are not always located next to a wall.

Amend 2018 IRCP 2801.6.l - To allow PVC to be listed as an approved material for ¾" and larger 2018 IPC P2906.5.

PVC is currently a material that meets industry standards and is one of the most common materials used in plumbing work.

Amend IBC Table 1004.5 – To allow Occupant load calculations to remain as is for Business Type occupancies.

Reason: The Board made a local amendment to the Fire Code to compensate for not change the occupant load in Business Type occupancies.

Adoption of 2018 International Codes

- International Green Construction Code (IgCC)
- International Energy Conservation Code (IECC)
- International Existing Building Code (IEBC)
- International Plumbing Code (IPC)
- 2017 National Electric Code (NEC)
- International Building Code (IBC)
- International Mechanical Code (IMC)
- International Fire Code (IFC)
- International Swimming Pool and Spa Code (ISPSC)
- International Fuel and Gas Code (IFGC)
- International Residential Code (IRC)

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Local Amendments

- Amendments to:
  - International Residential Code
  - International Plumbing Code
  - International Building Code
  - International Fire Code

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International Residential Code (IRC)

1. Amend R302.13
   - 10 inches of 5/8 gypsum is required on each side of the furnace equipment where a heating appliance is installed.

2. Remove N1104.1
   - It has raised the lighting number to 90% for efficacy lamps.

3. Amend P2801.6.1
   - To allow PVC to be listed as an approved material for ¾” and larger drain pans in Table P2906.5.

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International Plumbing Code (IPC)

Remove IPC 308.10
Residential expansion tanks up to 2.4 gallons may be supported by rigid pipe.

Instead of expansion tanks now must be attached to the wall, not hanging off pipework.

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International Building Codes (IBC)

Amend IBC Table 1004.5
To allow occupant load calculations to remain as stated in 2009 IBC Table for Business Type occupancies.

Discussed more in Fire Code.

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International Fire Code (IFC)

Amend sections of Chapter 1 Scope and Administration to be Bastrop.

- Deputies
- Authorized Personal
- Photographic Documentation
- Violation Penalties
- Establish Fines

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2018 International Fire Code (IFC)

Amend 307.1.1 Prohibited Open Burning

No open burning inside the city limits.

Few exceptions to be allowed with permit.

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2018 International Fire Code

Amend 503.2.3 Surface

Fire apparatus access roads to be designed and maintained to support the imposed loads of fire apparatus.

Provide all-weather driving capabilities by either asphalt, concrete surfaces, other approved methods.

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2018 International Fire Code

Amend 903.2.11.3 Buildings 3 Stories or more in height.

An automatic sprinkler system shall be installed throughout buildings with 3 or more stories above the lowest level of fire department vehicle access.

Reason: This is a concession made for not changing the Business Occupancy Load calculations on Table 1004.5 of the IFC and IBC.

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2018 International Fire Code

Amend Table 1004.5

Business Areas from 150 Gross to 100 Gross

Reason: 2018 IFC requires a larger square footage per person in Business Occupancy Types then the 2009 IFC. The change to increase the square footage was due to the increase in combustibility of the materials installed in modern construction. The fire department is allowing the higher occupant code due to the amendment from previous slide (fire sprinkler systems).

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No Local Amendments, adopted as written.

- International Green Construction Code (IgCC)
- International Energy Conservation Code (IECC)
- International Existing Building Code (IEBC)
- 2017 National Electric Code (NEC)
- International Mechanical Code (IMC)
- International Swimming Pool and Spa Code (ISPSC)
- International Fuel and Gas Code (IFGC)

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 9N

TITLE:
Conduct a public hearing and consider action to approve the first reading of Ordinance 2019-59 of the City Council of the City of Bastrop, Texas, Rezoning 65.926 acres out of the Nancy Blakey Survey, Abstract 98, from GR, General Retail to Bastrop Grove Planned Development District with a base residential use, located south of Agnes Street and east of State Highway 304, within the City Limits of Bastrop, Texas; as shown in Exhibits A, B, & C; including a severability clause; and establishing and effective date, and move to include on the November 26, 2019 Consent Agenda.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager/Interim Director of Planning and Development

ITEM DETAILS:

Site Address:	South of Agnes Street and east of State Highway 304 (Exhibit A)
Total Acreage:	65.926 acres
Legal Description:	65.926 acres out of Nancy Blakey Survey, Abstract 98
Property Owner:	Holt Dunlop - Waymaker Ventures
Agent Contact:	Amy Neskar, PE, BGE, Inc.
Existing Use:	Vacant/Undeveloped
Existing Zoning:	GR – General Retail
Future Land Use:	Transitional Residential

BACKGROUND/HISTORY:
This zoning request was presented at the August 27, 2019 Planning & Zoning Commission Meeting. This request was tabled at the request of the applicant in order to address the following issues: (1) access to SH 304 at Colorado, (2) additional housing types, and (3) orienting residents to the retail areas to provide a more walkable interaction between land uses including a higher density housing type as a transition to adjacent commercial projects.

The applicant has revised their zoning request to address the above referenced the concerns, which is a Planned Development District with Single Family-7 base zoning. The request includes 337 residential and multi-family lots and eleven open space lots providing 5.36 acres of open space (Exhibit C) for the proposed development. A 100-foot LCRA easement runs across the property from east to west. A total of 3.54 acres of the proposed open space is within the LCRA easement.

The proposed single-family and multi-family lot standards for the proposed Planned Development District are as follows:

Lot Standard	Number of Lots	% of Total Lots	Minimum Dimension (feet)	Lot Size (square feet)	Dwelling Unit Ranges
35' Lot	48	14.25	35' by 110'*	3,850	1,000 – 2,500 square feet
40' Lot	254	75.37	40' by 110'*	4,400	1,000 – 3,000 square feet
50' Lot	17	5.04	50' by 110'*	5,500	1,400 – 3,300 square feet
Multi-Family	18	5.34			600 – 2,000 square feet
*15% of the lots will have a minimum lot depth of 95'.					

Future Land Use Plan

The subject property is designated as Transitional Residential on the Future Land Use Plan. The Transitional Residential character area is for lands to be developed with higher densities and a variety of housing types. The character area supports high-density single-family detached, single-family attached (duplexes, triplexes, townhouses) and multifamily (apartments), and institutional residential uses such as nursing homes and assisted living facilities. Variation in form, scale, and density is allowed but appropriate transitions must be provided between land uses. In some cases, Transitional Residential uses may be included as part of a larger planned development within areas otherwise designated as Neighborhood Residential. Likewise, Transitional Residential character areas may also include associated amenities such as parks, trails, open spaces, and public uses such as schools, fire stations, and more.

The proposed development provides three lot types for single-family detached residential and limited multi-family. The Future Land Use Plan suggests this property is appropriate for higher densities including attached single-family residential up to multifamily residential.

Streets and Connectivity

The planned development is proposing two connections to SH 304 and one connection to Agnes St. Colorado Street will be limited to right-in-right-out onto SH 304. The development includes three street types, a collector street with 60' of ROW and 40' of pavement, a residential street with 50' of ROW and 30' of pavement, and an alley loaded residential street with 50' ROW and 24' of pavement.

Utilities

The development will connect to the existing water and wastewater lines along Agnes Street. New water lines, wastewater lines, and storm water lines will be constructed to serve the property. All water lines will be required to provide adequate fire protection facilities, such as appropriate line sizes and fire hydrants. A Preliminary Utility Schematic (Attachment 7) has been provided to show how the development would be served. If approved, a full set of construction plans meeting all City of Bastrop standards would be reviewed and approved by the City prior to construction. Bluebonnet Electric will provide electric service to the property.

Drainage

The proposed development is adjacent to a drainage channel that runs along the eastern boundary of the subject property. All construction within the development will be required to mitigate any adverse impacts up or downstream, as well as convey stormwater within the residential lots to mitigate any flooding.

PUBLIC NOTIFICATION:

Notifications were mailed to 15 property owners within two hundred feet (200') of the subject property (Attachment 1) on October 15, 2019. At the time of this report, one (1) written comment has been received in favor of the request (from the mail notice for the August 27, 2019 meeting) and none (0) in opposition (Attachment 2).

POLICY EXPLANATION:

Zoning requests are reviewed by the Planning & Zoning Commission and a recommendation is provided. The zoning application and P&Z recommendations are then forwarded to City Council for final approval. Further policy explanation is included in Exhibit C.

PLANNING & ZONING RECOMMENDATION:

At the regular meeting on October 31, 2019, after holding a public hearing, the Commission recommended approval of Bastrop Grove Residential Planned Development District by a vote of 6-0.

RECOMMENDATION:

Hold public hearing and consider action to approve the first reading of Ordinance 2019-59 of the City Council of the City of Bastrop, Texas, Rezoning 65.926 acres out of the Nancy Blakey Survey, Abstract 98, from GR, General Retail to Bastrop Grove Planned Development District with a base residential use, located south of Agnes Street and east of State Highway 304, within the City Limits of Bastrop, Texas; as shown in Exhibits A, B, & C; including a severability clause; and establishing and effective date, and move to include on the November 26, 2019 Consent Agenda..

ATTACHMENTS:

- Ordinance
- Exhibit A: Location Map
- Exhibit B: Metes and Bounds Description
- Exhibit C: Bastrop Grove Residential Planned Development District
- Attachment 1: Surrounding Property Notification
- Attachment 2: Property Owner Response(s)
- Attachment 3: Preliminary Utility Plan
- PowerPoint Presentation

ORDINANCE 2019-59

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, REZONING 65.926 ACRES OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT 98, FROM GR, GENERAL RETAIL, TO BASTROP GROVE RESIDENTIAL PLANNED DEVELOPMENT DISTRICT WITH A BASE RESIDENTIAL USE, LOCATED SOUTH OF AGNES STREET AND EAST OF STATE HIGHWAY 304, WITHIN THE CITY LIMITS OF BASTROP, TEXAS; AS SHOWN IN EXHIBITS A, B & C; INCLUDING A SEVERABLILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, WayMaker Ventures (hereinafter referred to as "Applicant") submitted a request to rezone 65.926 acres out of the Nancy Blakey Survey, Abstract 98, 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 GR, General Retail; and

WHEREAS, the Applicant is seeking a Planned Development District with a base residential use for 377 residential and multi-family units, which includes three different single-family detached lot sizes and one multi-family lot size; and

WHEREAS, the Bastrop Grove Residential Planned Development District attached as Exhibit C establishes the development standards, which include street connections, lot sizes, uses and open space provisions; and

WHEREAS, the Future Land Use Designation for this Property is Transitional Residential, which allows residential uses of varying sizes and product types as well as associated amenities that are related to and support neighborhood residential land uses; and

WHEREAS, pursuant to Section 10.4 of the City's Zoning Ordinance and Texas Local Government Code Section 211, 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 October 31, 2019; and

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

WHEREAS, the City Council of the City of Bastrop held a public hearing on November 12, 2019 to consider the Applicant's 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 65.926 acres of the Nancy Blakey Survey, Abstract 98, located south of Agnes Street and east of State Highway 304, city limits of Bastrop, Texas as more particularly shown and described on attachments Exhibit A & B, shall be rezoned to Bastrop Grove Residential Planned Development District, with development standards as attached in Exhibit C.

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 12th day of November 2019.

READ and APPROVED on the Second Reading on the 26th day of November 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

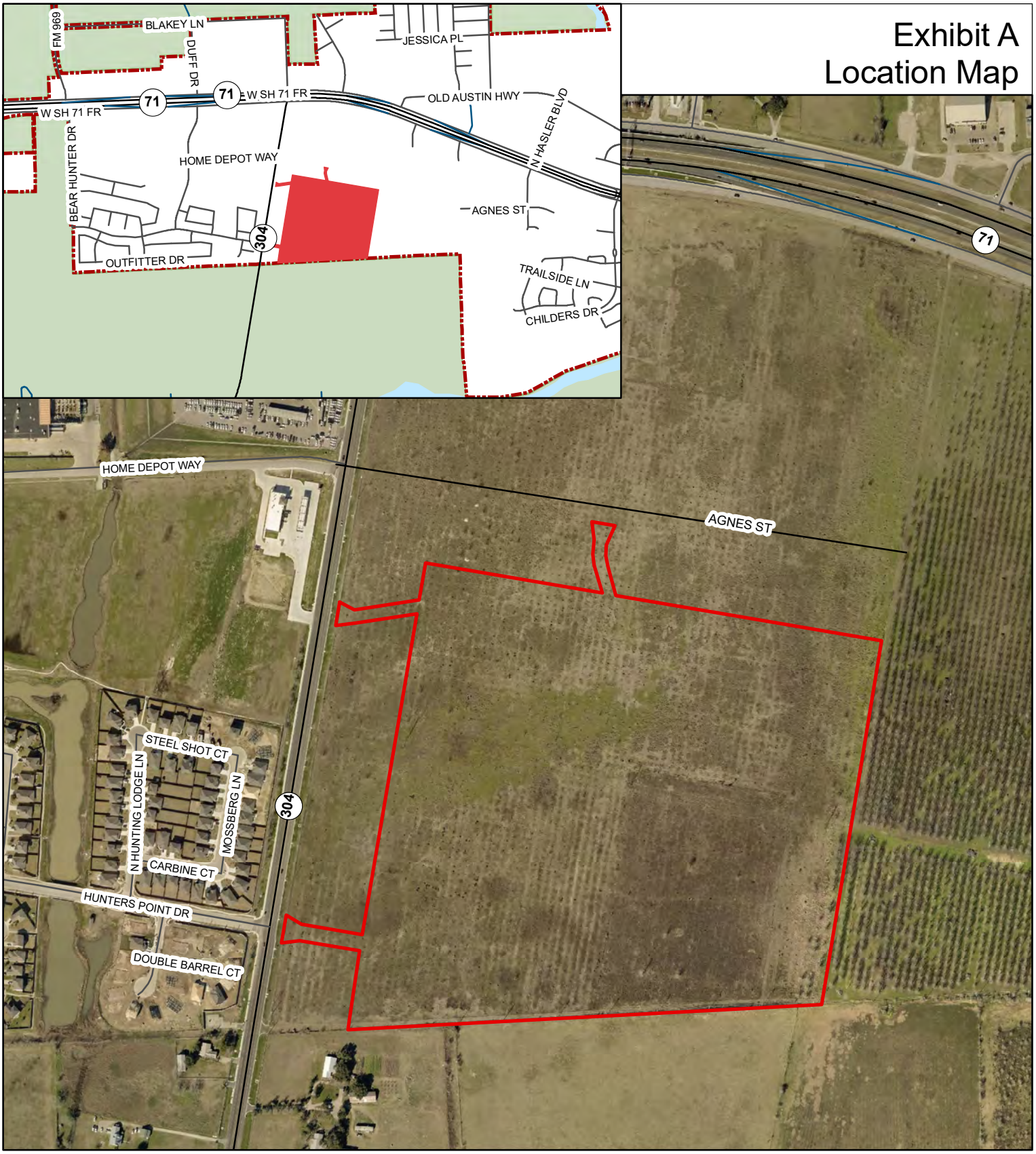
ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Exhibit A
Location Map



The Grove
Planned Development District

BASTROPTX
Heart of the Lost Pines
Est. 1832

0 145 290 580
Feet

1 inch = 500 feet

N

Date: 7/10/2019

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 liablity or responsibility for the accuracy, completeness or usefullness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

EXHIBIT ___

WAYMAKER
65.926 ACRES
JOB NO. 5980-00

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR 65.926 ACRES OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NUMBER 98, BASTROP COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 152.561 ACRE TRACT OF LAND AS DESCRIBED IN AN INSTRUMENT TO MC BASTROP 71, LP RECORDED UNDER VOLUME 2097, PAGE 241 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP TEXAS; SAID 65.926 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of said 152.561, same being the southwest corner of a called 43.112 acre tract of land described in an instrument to John Alan Nixon recorded under Volume 1908, Page 825 of the Bastrop County Deed Records, lying on the North line of the remainder of a called 115.00 acre tract described as First Tract in an instrument to Jo Ann Griesenbeck Cantrell, et ux recorded under Volume 445, Page 684 of the Bastrop County Deed Records;

THENCE, South 86°58'19" West, with the south line of said 152.561 acre tract, the north line of said 115.00 acre tract and the north line of a called 5.021 acre tract of land described in an instrument to Network Funding, L.P. recorded under Volume 1987, Page 551 of the Official Public Records of Bastrop County, Texas, a distance of 1,820.74 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the southwest corner of the herein described tract, from which a concrete nail found for the southwest corner of said 152.561 acre tract and the northwest corner of said 5.021 acre tract bears South 86°58'19" West, a distance of 307.53 feet;

THENCE, North 09°40'25" East, over and across said 152.561 acre tract, a distance of 1,816.88 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the northwest corner of the herein described tract;

THENCE, South 80°20'05" East, continuing over and across said 152.561 acre tract, a distance of 1,776.11 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the northeast corner of the herein described tract, lying on the east line of said 152.561 acre tract and the west line of said 43.112 acre tract, from which a 5/8-inch iron rod found marking the southeast corner of a called 30.970 acre tract of land described in an instrument to Seton Family of Hospitals recorded under Document Number 201716541 bears North 09°40'14" East, a distance of 318.45 feet;

THENCE, South 09°40'14" West, with the east line of said 152.561 acre tract and the west line of said 43.112 acre tract, a distance of 1,416.80 feet to the **POINT OF BEGINNING** and containing 65.926 acres of land, more or less.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on June 15, 2018 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD-83, Texas Central Zone 4203. A survey plat of even date was prepared by the undersigned in conjunction with this metes and bounds description.



6-19-18
Date

Robert A. Harper RPLS No. 6582
BGE, Inc.
7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

Date: June 19, 2018
Project No.: 5980-00

Bastrop Grove
Residential
Planned Development District

Submitted on November 7, 2019
by
WMV Bastrop 71, LLC
and
BGE, Inc.

Bastrop Grove Planned Development District

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Chapter 1 – Zoning

Section 1 – SF-7 – Single Family Residential 7 District Base Zoning

1.1 General Purpose and Description

The Bastrop Grove Residential Planned Development District is a master planned neighborhood to be comprised of a mix of lots smaller than the minimum standards currently offered in the Bastrop Code of Ordinances. The Single-Family 7 (SF-7) district will act as the base-zoning district for any standard not listed in this document.

1.2 Permitted Uses

A Single-family detached dwellings
B Two-family residence (duplex)
C Multiple-family dwelling greater than two (2) units per building

1.3 Height Regulations

A Maximum Height: Two and one-half (2 ½) stories for the main building. Overall height must be less than thirty-five (35') feet.
B One story for accessory buildings without garages

1.4 Area Regulations

A Size of Lots
  i) Minimum Lot Area – three thousand eight hundred fifty (3,850) square feet
  ii) Minimum Lot Width – Thirty-five feet (35') as measured at the building setback line
  iii) Minimum Lot Depth – One hundred ten feet (110'), with fifteen percent (15%) of lots at ninety-five (95') minimum
  iv) A minimum of five percent (5%) of the total number of residential lots will have a lot width of fifty feet (50') as measured at the building setback line
B Size of Yards (See Figure #2)
  i) Minimum Front Yard – Fifteen feet (15')
  ii) Minimum Interior Side Yard – Five feet (5')
  iii) Minimum Exterior (Corner) Side Yard – Fifteen feet (15')
  iv) Minimum Rear Yard – Fifteen feet (15'); twenty feet (20') on residential properties abutting nonresidential uses; five feet (5') on lots with alley-loaded garages
C Front yard setbacks on single-family lots wider than forty feet (40') will be required to be staggered by an additional five feet (5') every third adjoining lot on the same block
D Building Separation (Multiple-family dwelling units) – One story, fifteen feet (15'); two stories, twenty feet (20')
E Maximum Lot Coverage – Sixty percent (60%) by main buildings and accessory buildings
F Maximum Impervious Cover – Sixty percent (60%)
G Parking Regulations
  i) Single-Family Dwelling Units
    1. A minimum of two (2) uncovered spaces between the front building line and right-of-way on the same lot as the main structure.
    2. On-site parking is not allowed to be located within the right-of-way and back of curb.
  ii) Alley-Loaded Dwelling Units
    1. A minimum of two (2) covered spaces behind the rear building line on the same lot as the main structure.

iii) Multiple-Family Dwelling Units
1. A minimum of two (2) covered spaces for each unit behind the front building line on the same lot as each dwelling unit

H Dwelling Unit Ranges
i) Single-Family Dwelling Units
1. Thirty-five (35) foot lot – One thousand (1,000) to three thousand five hundred (3,500) square feet
2. Forty (40) foot lot – One thousand (1,000) to four thousand (4,000) square feet
3. Fifty (50) foot lot – One thousand four hundred (1,400) to four thousand three hundred (4,300) square feet

ii) Multiple-Family Dwelling Units – Six hundred (600) to three thousand (3,000) square feet

1.5 Parks and Open Space Requirements

Parks and open spaces within the subdivision will intend to provide walkable and bike-able routes, space for active and passive recreation, playscape items, and shade trees in accordance with the City of Bastrop's approved plant list.

A Park areas – Development to include a minimum of 1 acre of park per 100 lots.
i) Parks within the Planned Development to be maintained by the Homeowner's Association
ii) Acreage within easements will be counted at 50% credit, while unencumbered acreage will be counted at 100%
iii) Open space lots to include minimum one three-quarters (0.75) acre open space lot and one-three (3) acre contiguous open space lot
iv) Improvement within the park acreage (such as trails or dog parks) will be detailed in the preliminary plat
v) Open space lots should not exceed a maximum of 60% on-site impervious cover

B One (1) tree will be required every forty (40) linear feet of street frontage

1.6 Street Widths

Collector streets shall have a minimum dedicated right-of-way of sixty (60') feet and a minimum paving width curb to curb of thirty-eight (38') feet. Local streets shall have a minimum dedicated right-of-way of fifty (50') feet and a minimum paving width curb to curb of thirty (30') feet. See Figure #1.

A Streets abutting the parkway shall have a minimum dedicated right-of-way of fifty (50') feet and a minimum paving width curb to curb of twenty-four (24') feet.
i) Parking will not be permitted on both sides of the roadway, except for the following provision;
1. A bump out can be provided to allow sections of eight (8') feet parallel parking spaces.

1.7 Special Requirements

A Recreational Vehicles, travel trailers or mobile homes, may not be used for on-site dwelling purposes.
B Electrical fencing and barbed wire are prohibited as perimeter fencing
C Open storage is prohibited.
D Swimming pools shall be enclosed by a security fence not less than six feet (6') in height. All swimming pools security fences shall be constructed so as not to have openings, holes or gaps larger than two inches (2") in dimension, except for doors and gates. All doors and gates shall be equipped with self-closing, self-latching devices.
E All residential structures shall have roof slopes with a minimum 4:12 pitch.
F Sidewalks are required on both sides of the street.

G At least 50% of the driveways will be paired on alternate lot lines to allow for additional street parking. Each lot will include a total four (4) parking spaces, two spaces in the garage and two spaces in the driveway.

H Residential lots with 5-foot setbacks will need to comply with regulations listed in the currently adopted City of Bastrop fire code.

I All drainage easements within the subdivision will be maintained by the Property Owner's Association.

J All drainage designs and calculations shall comply with all standards and processes outlined in the City of Bastrop Drainage Manual at the time of preliminary plat submittal.

K Utility design will comply with the City of Bastrop design standards at the time of preliminary plat submittal.

L A minimum of five percent (5%) of the total number of dwelling units will consist of multiple-family dwelling units.

M The northern entrance into the property along TX-304 will be a right-in-right-out access driveway.

N Other regulations – as established in the Development Standards, Sections 1 and 2, except as stated here.

Chapter 2 – Development Standards

Section 1 – Exterior Construction Requirements

1.1 Exterior Construction Standards:

A. *Definitions:* For the purpose of this section the following definitions shall apply:

1. *Masonry exterior construction* shall include all construction of stone material (including artificial stone), brick material, concrete masonry units, or concrete panel construction, which is composed of solid, cavity, faced, or veneered-wall construction.

   The types of allowable masonry construction are listed below:

   a. *Stone Material:* Masonry construction using stone material may consist of granite, marble, limestone, slate, river rock, and other hard and durable naturally occurring all weather stone. Cut stone and dimensioned stone techniques are acceptable.

   b. B*rick Material:* Brick material used for masonry construction shall be hard fired (kiln fired) clay or slate material that meets the latest standard contained within the building code. Unfired or underfired clay, sand, or shale brick are not allowed.

   c. *Concrete Masonry Units:* Concrete masonry units used for masonry construction shall meet the latest standard contained within the building code. Concrete masonry units shall have an indented, hammered, split face finish or other similar architectural finish, and be integrally colored. Lightweight concrete block or cinder block construction is not acceptable as an exterior finish.

   d. *Concrete Panel Construction:* Concrete finish, pre-cast panel or tilt wall construction shall be painted, fluted, or exposed aggregate. Smooth or untextured concrete finishes are not acceptable unless painted.

   e. *Plaster Finishes:* Plaster (stucco) shall have a minimum overall thickness of 7/8".

2. *Siding* shall include fiber cement (e.g. Hardiplank) or wood products excluding vertical panels.

B. Masonry exteriors and siding like hardiplank are acceptable exterior construction materials.

1.2 Construction Standards:

A. *Construction standards:* The standards and criteria contained within this section are deemed to be minimum standards and shall apply to all new, altered or repaired construction occurring within the City.

1. R*esidential Zoning Districts:*

a. Concrete, excluding 'siding' as defined above, or metal exterior construction is not permitted on any structural exterior wall in any residential use zoning district

b. Exemptions:

(1) An accessory building two hundred and forty (240) square feet or less are excluded from this prohibition.

(2) On temporary construction buildings with a permit issued by the City Building Official.

c. *Residential Design Standards:*

(1) *Similarity Restrictions.* Except as provided in subsection (i) below, no new dwelling that is similar in appearance to a neighboring dwelling is permitted. The standards to determine such similarity are set forth below and shown by example in the figure contained in this section.

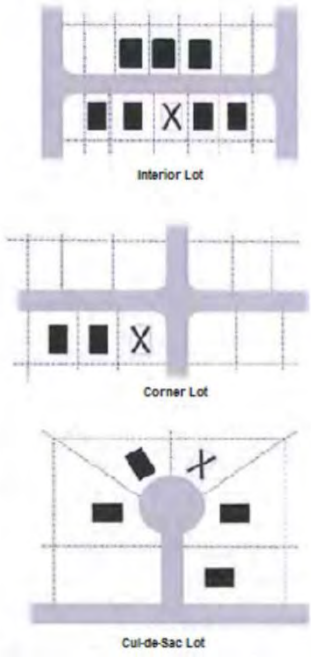
(i) *Differences in Appearance.*

(a) Differences in bulk and massing shall be reviewed for the lots on either side of the proposed dwelling on the same side of the street, as shown in the following figure.

(b) Where lots are interrupted by an intervening street, public parkland, or similar feature of at least 50 feet in width, no review shall be necessary.

(c) The proposed building shall be considered different from any vacant lot for which no Building Permit has been issued without requiring further documentation.

(d) X-Home under Construction, should be different than the ■homes.



(ii) *Differentiation.* The proposed dwelling shall differ from other applicable dwellings in at least two of the four criteria listed below (see Figures 9-12).

(a) The dwelling differs in the number of full, stories.

- Single-story; or
- Two-story

(b) The dwelling has a different type of garage.

- Front-loaded garage (one or two-car);
- Side-loaded garage; or
- Detached garage.

(c) The dwelling has a different roof type

- Gable;
- Hip;
- Gambrel;
- Mansard; or
- All of the above roof types are rotated 90 degrees.

(d) The dwelling has different variations in the front facade.

- The garage is set back a minimum of 4 feet from the front facades.
- A covered, open-walled porch at least 6 feet in depth extends a minimum of 33% of the width of the front facade; or
- Other articulation of the front facade at least 4 feet in depth extends at least 33% of the width of the front facade.

(iii) *Application Review.*

(a) Acceptable documentation may include photographs of the other structures in question (no building elevations are required).

(b) A subdivision or phase thereof may be reviewed as a whole for conformity with this requirement, provided that adequate documentation to ensure conformity is submitted with the plat. Such documentation is not required to be recorded as part of the plat.

(c) The Building Official shall review the submitted documentation and any previously approved Building Permits and make a determination. Where the Building Official finds that a dwelling for which a Building Permit is being requested is similar in appearance based on the standards above, the Building Permit shall be denied.

Section 2 – Supplemental Regulations

2.1 Setbacks

All setback measurements shall be made in accordance with Figures 4, 5, and 6.

2.2 Front Yard

A On all corner lots, the front yard setback shall be observed along the frontage of both intersecting streets, unless approved specifically otherwise on a final plat. Where single-family lots have: double frontage, extending from one street to another, or are on a corner, a required front yard shall be provided on both streets unless a side or rear yard building line has been established along one frontage on the plat, in which event only one required front yard need be observed. The side and/or rear yards in the case of single-family uses shall be identified and the front of the structure shall not face the side or rear yard (see Figure 7). For lots on a corner, the property line having the narrowest dimension shall be considered the front.

B The front yard shall be measured from the property line to the front face of the building, covered porch, covered terrace or attached accessory building. Eaves and roof extensions or a porch without posts or columns may project into the required front yard for a distance not to exceed four feet (4'), and subsurface structures, platforms or slabs may not project into the front yard to a height greater than thirty inches (30") above the average grade of the yard (see Figure 3).

C Minimum lot widths for lots with predominate frontage on the curved radius of a dedicated cul-de-sac street shall be forty feet (40’), measured at the front building line.

D Where a future right-of-way line has been established for future widening or opening of a street or thoroughfare, upon which a lot abuts, then the front, side, or rear yard shall be measured from the future right-of-way line.

E Roof overhangs up to four feet (4’) and A/C units are specifically allowed within the interior side yard.

2.3 Side Yards

A. Every part of a required side yard shall be open and unobstructed except for the ordinary projections of window sills, belt courses, cornices, and other architectural features not to exceed twelve inches (12") into the required side yard, and roof eaves projecting not to exceed thirty-six inches (36") into the required side yard. Air conditioning compressors and similar equipment are permitted in the side yard.

B. Where a future right-of-way line has been established for future widening or opening of a street or thoroughfare, upon which a lot abuts, then the front, side, or rear yard shall be measured from the future right-of-way line.

2.4 Rear Yards

A. Minor building elements – including decks, patios, and terraces – may encroach into the required rear yard setback.

2.5 Sight Visibility

Visual clearance shall be provided in all zoning districts so that no fence, wall, architectural screen, earth mounding or landscaping three feet (3') or higher above the street center line obstructs the vision of a motor vehicle driver approaching any street, alley, or driveway intersection as follows:

A. At a street intersection, clear vision must be maintained for a minimum of twenty-five feet (25') across any lot measured from the corner of the property line in both directions (see Figure 8).

B. At an intersection with an alley, this clearance must be maintained for ten feet (10') (see Figure 8).

C. Shrubs and hedges three feet (3') or less in height, as measured from the centerline of the street, may be located in the visual clearance areas of all districts.

2.6 Fencing and Screening

A. Fences that abut open space must have open, metal decorative fencing.
B. Fences for rear property lines along the right-of-way must have open, metal decorative fencing.
C. Chain link, woven wire mesh or similar materials are not considered decorative fencing.
D. If a screening wall has been constructed between nonresidential and residential uses, a fence will not be required on the residential property.
    1. If a fence is constructed for the residential use prior to the development of the nonresidential use, the fence is encouraged to be removed once the screening wall for the nonresidential use is constructed.
E. One (1) two-inch caliper tree will be required to be planted in the rear lot of any residential property abutting a nonresidential use.

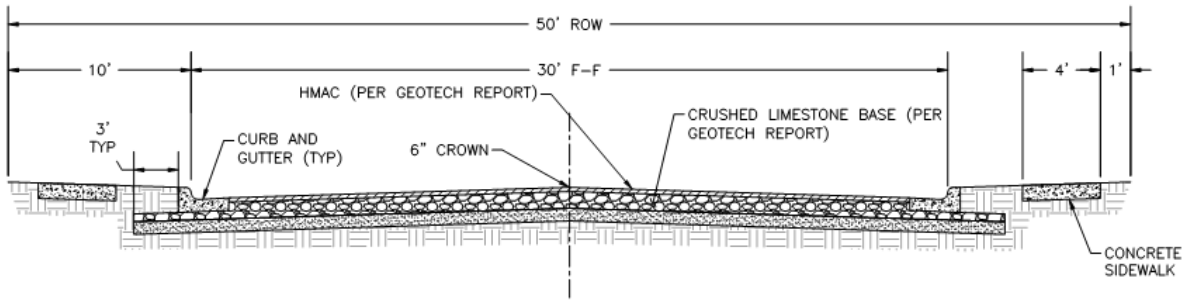
2.7 Street Lighting

The installation of street lights and associated facilities shall be coordinated with Bluebonnet Electric Cooperative. Lighting design shall comply with the City of Bastrop lighting standards at the time of preliminary plat submittal.

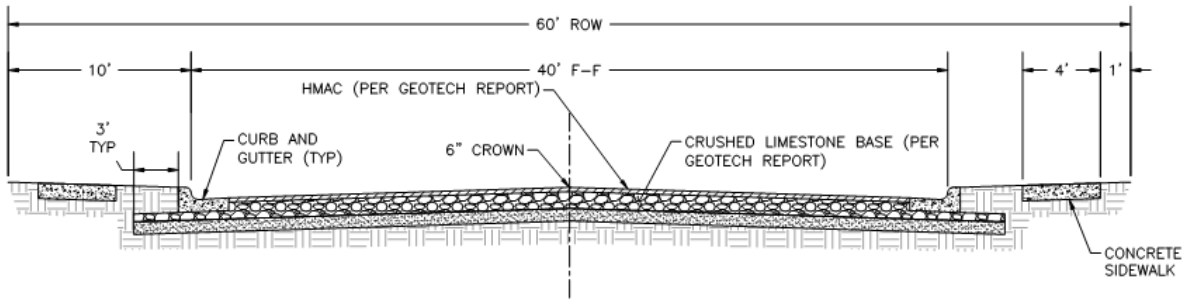
Appendix A – Figures

FIGURE #1

Typical Street Sections



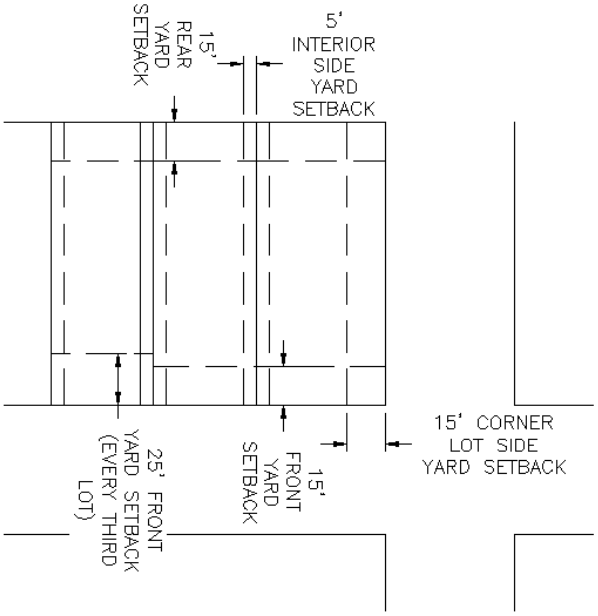
MINOR OR LOCAL STREET
TYPICAL SECTION
N.T.S.



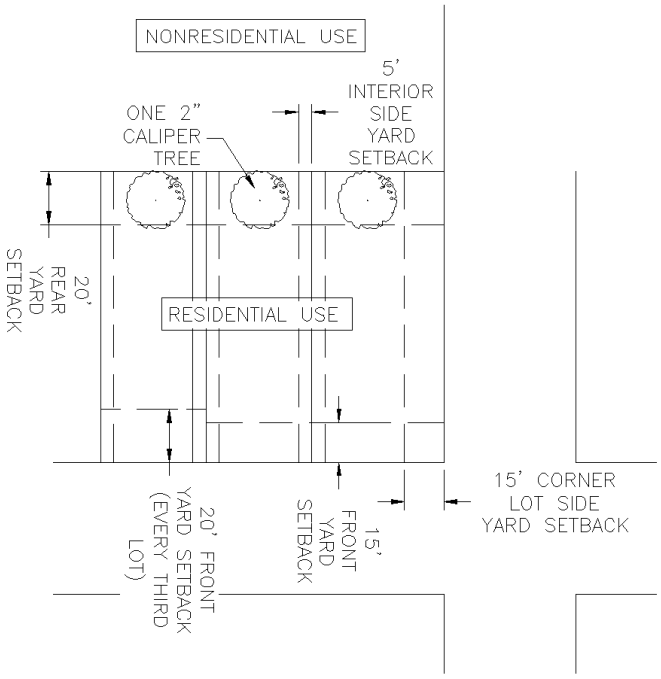
COLLECTOR TYPICAL SECTION
N.T.S.

FIGURE #2

Lot Setback Exhibits



TYPICAL YARD SETBACK EXHIBIT
(1:50 SCALE)



TYPICAL YARD SETBACK EXHIBIT
(RESIDENTIAL USE ABUTTING NONRESIDENTIAL USE)
(1:50 SCALE)

FIGURE #3

Front Yard Measurement Exhibit

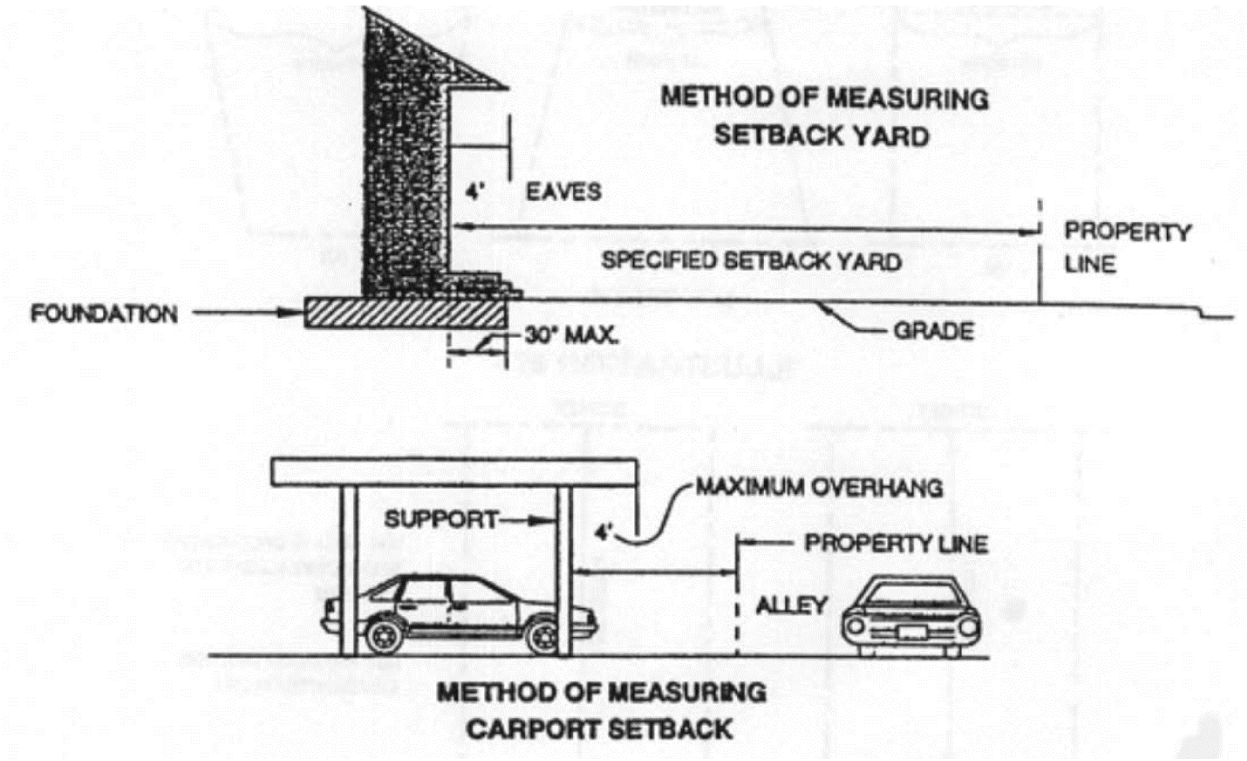


FIGURE #4

Lot Width Exhibit

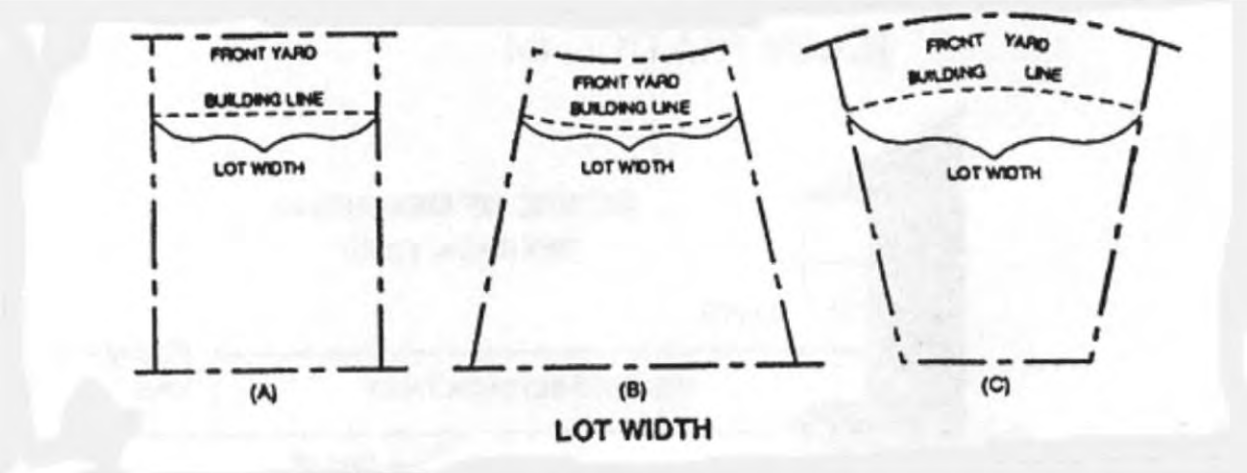


FIGURE #5

Lot Area & Depth Exhibit

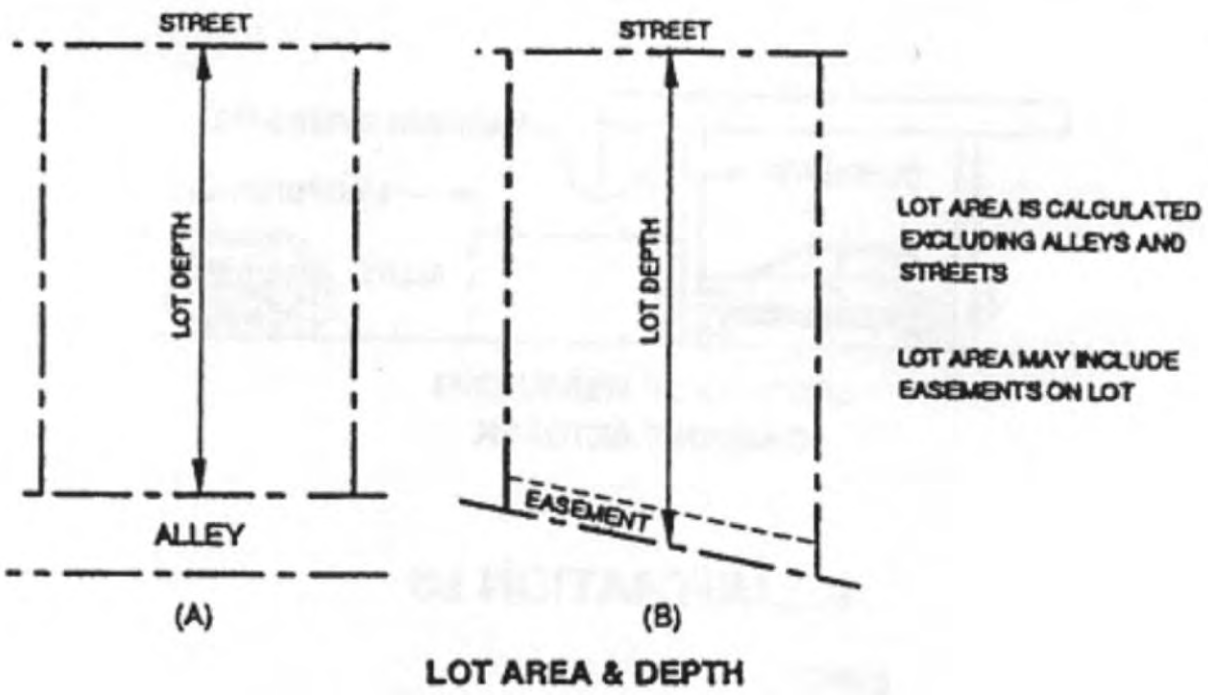


FIGURE #6

Lot Yard Exhibit

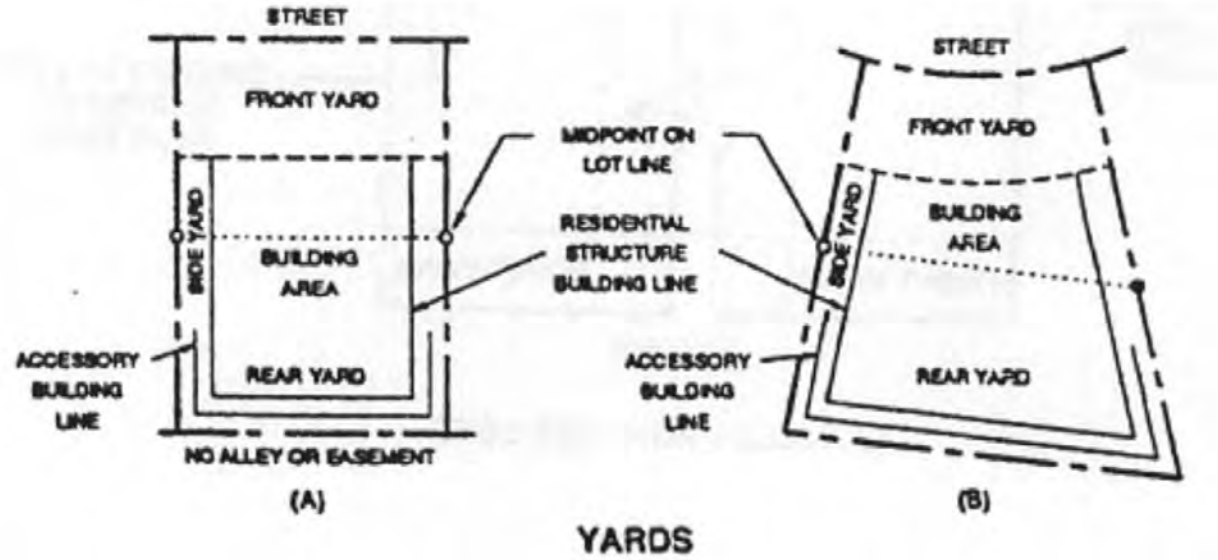


FIGURE #7

Corner Lot Exhibit

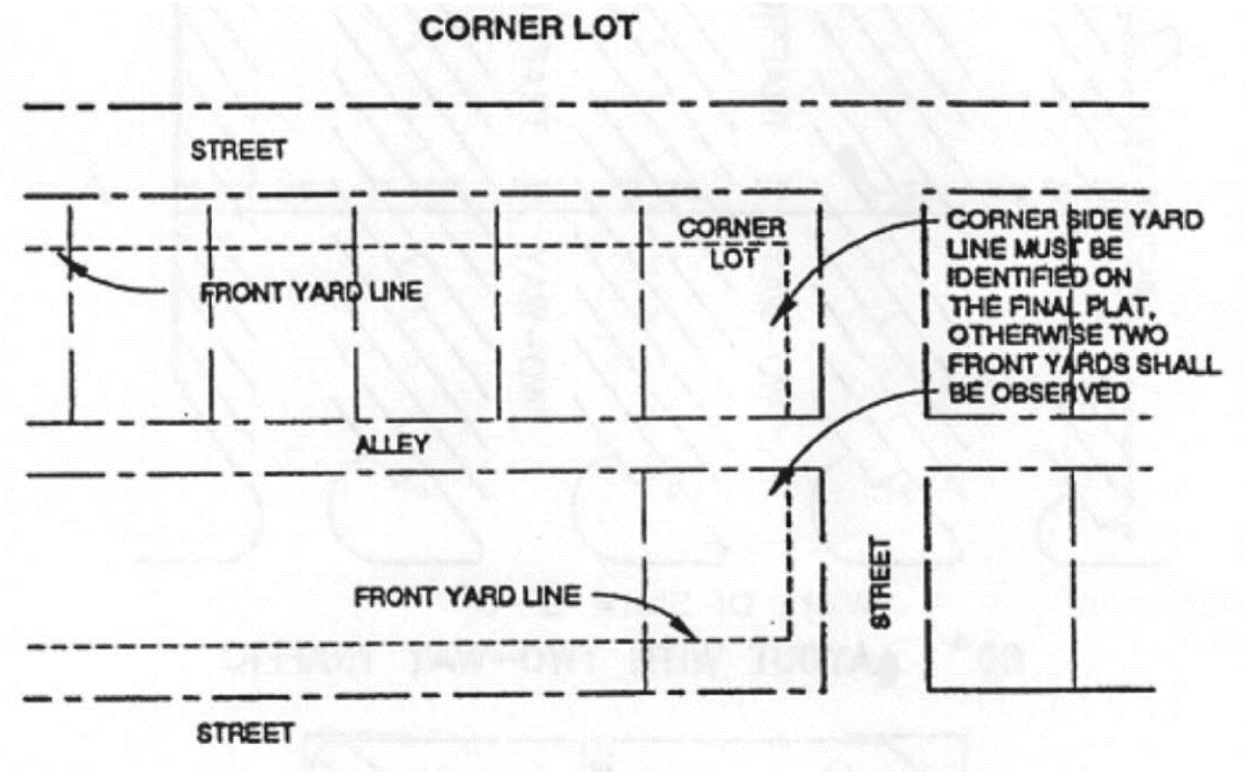


FIGURE #8

Fence & Sight Requirements for Corner Lots

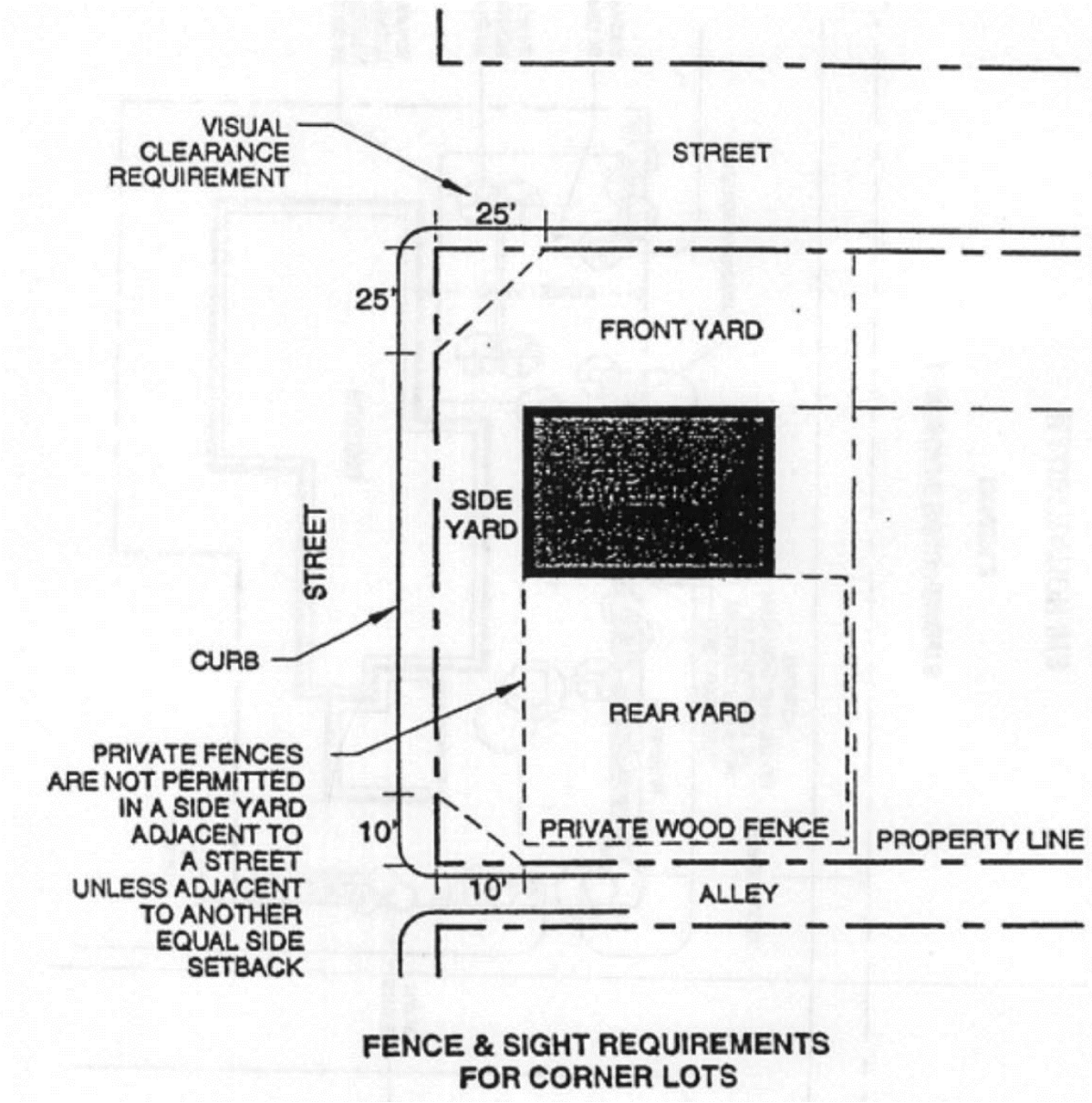


FIGURE #9

Example 40’ Lot Elevation



FRONT ELEVATION - A



FRONT ELEVATION - B

FIGURE #10

Example 40’ Lot Elevation



FRONT ELEVATION - A



FRONT ELEVATION - B

FIGURE #11

Example 40’ Lot Elevation



FRONT ELEVATION - A



FRONT ELEVATION - B

FIGURE #12

Example 40’ Lot Elevation



FRONT ELEVATION - A



FRONT ELEVATION - B

AGNES STREET (FUTURE)

EXISTING ZONING GENERAL RETAIL

EXISTING ZONING GENERAL RETAIL

EXISTING ZONING GENERAL RETAIL

EXISTING ZONING GENERAL RETAIL

PROPOSED STREET INTERSECTION (RIGHT-IN/RIGHT-OUT ACCESS)

ROADWAY STUB

STATE HIGHWAY 304 (120' ROW)

100' LCRA ELECTRIC TRANSMISSION EASEMENT VOL. C, PAGE 417 BASTROP COUNTY COURT MINUTES

COLORADO STREET (60' ROW)

BLACK BUFFALO ROAD (60' ROW)

BUFFALO ROAD (60' ROW)

FRESHWATER DRIVE (60' ROW)

BLACKTAIL DRIVE (60' ROW)

MINNOW LANE (60' ROW)

SMALLMOUTH ROAD (60' ROW)

LARGEMOUTH LANE (60' ROW)

BASS DRIVE (60' ROW)

BLUEGILL LANE (60' ROW)

BULLHEAD ROAD (60' ROW)

FLATHEAD STREET (60' ROW)

SUNFISH LANE (60' ROW)

RED SHINER ROAD (60' ROW)

CATFISH LANE (60' ROW)

HUNTERS POINT DRIVE (60' ROW)

30' PAVEMENT WIDTH

24' PAVEMENT WIDTH

40' PAVEMENT WIDTH

20' ALLEY WIDTH (TYP.)

10' PUBLIC UTILITY EASEMENT (TYP.)

PUE

GREEN SPACE/FUTURE PARK

GREEN SPACE/ FUTURE PARK

TOWER FALL ZONE AREA (TYP.)

EXISTING LCRA TRANSMISSION TOWER (TYP.)

EXISTING ZONING COMMERCIAL-1

DRAINAGE EASEMENT TO BE DEDICATED BY THE PROPERTY OWNER TO THE POA BY SEPARATE INSTRUMENT

DEDICATED R.O.W.

ROADWAY STUB

CITY OF BASTROP ETJ

CITY OF BASTROP ETJ

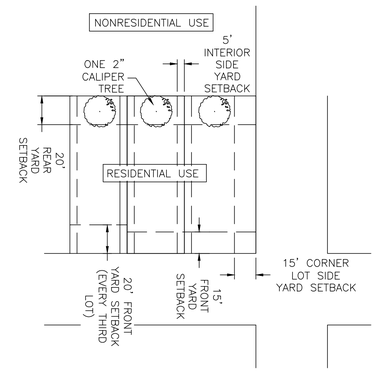
BLUEBONNET ELECTRIC COOPERATIVE VOLUME 1790, PAGE 606, O.P.R.B.C.T.

25' PUBLIC UTILITY EASEMENT VOLUME 649, PAGE 649, O.P.R.B.C.T.

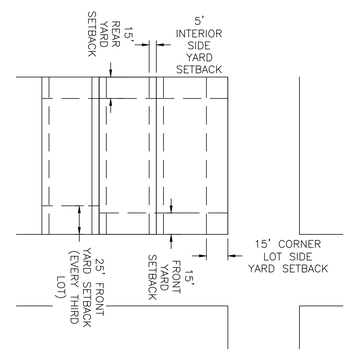
25' TEMPORARY CONSTRUCTION EASEMENT VOLUME 1961, PAGE 649, O.P.R.B.C.T.

BLUEBONNET ELECTRIC COOPERATIVE VOLUME 1790, PAGE 632, O.P.R.B.C.T.

BLUEBONNET ELECTRIC COOPERATIVE VOLUME 1790, PAGE 612, O.P.R.B.C.T.



TYPICAL YARD SETBACK EXHIBIT
(RESIDENTIAL USE ABUTTING NONRESIDENTIAL USE)
(1:50 SCALE)



TYPICAL YARD SETBACK EXHIBIT
(1:50 SCALE)

LEGEND

- SINGLE-FAMILY RESIDENTIAL
- MULTIPLE-FAMILY RESIDENTIAL
- ALLEYWAY
- OPEN SPACE
- LOCAL STREET CENTERLINE
- COLLECTOR STREET CENTERLINE
- PUE — PROPOSED PUBLIC UTILITY EASEMENT

LOT COUNT		
	NO. OF LOTS	PERCENT OF TOTAL
35' LOTS	48	14.25%
40' LOTS	254	75.37%
50' LOTS	17	5.04%
MULTIFAMILY	18	5.34%
TOTAL	337	100%

FOR REVIEW PURPOSES ONLY

N

0 50' 100' 200'
SCALE: 1" = 100'

CONCEPTUAL PLAN

BASTROP GROVE

BGE, Inc.
101 WEST LOUIS HENNA BLVD, SUITE 400
AUSTIN, TX 78728
TEL: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

G:\TXC\Projects\WayMaker\Bastrop\03_CADD\05_Exhibits\Conceptual Plan.dwg



330 LOTS = 3.30 ACRES OF PARKLAND REQUIRED

- UNENCUMBERED PARK – 1.82 ACRES
- PARK IN TRANSMISSION EASEMENT – 3.54 ACRES
- PUE PUBLIC UTILITY EASEMENT
- PROPOSED STREET LIGHTING
- PROPOSED 2" CALIPER TREE

NOTES:

1. LOCATION OF ALL TRAILS, PARK BENCHES, TREES, AND PLAYSCAPES ARE PRELIMINARY. A DETAILED PLAN WILL BE INCLUDED WITH THE LANDSCAPE PLAN SUBMITTAL.

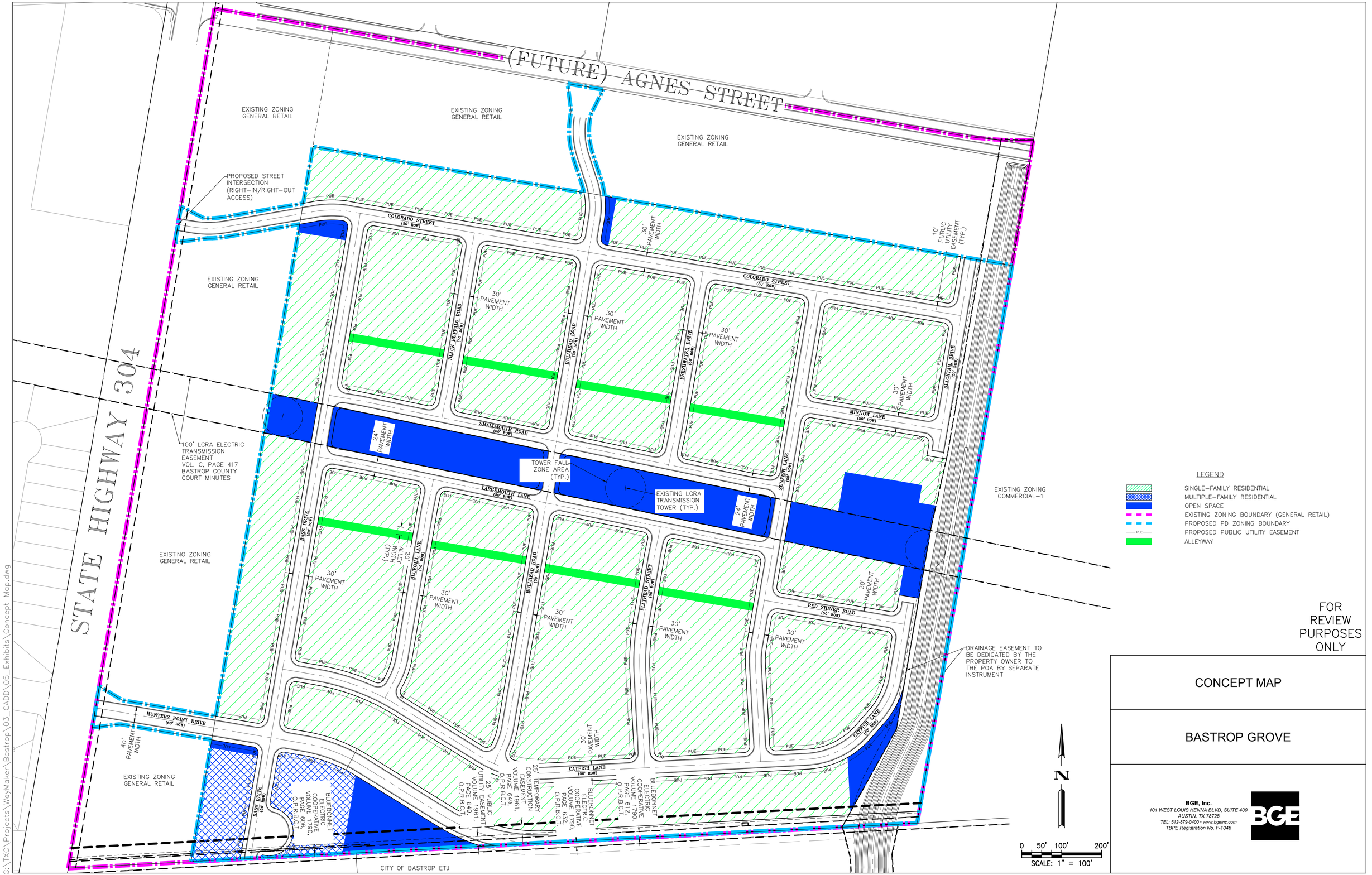
2. VERTICAL IMPROVEMENTS AND PARK IMPROVEMENTS ARE ANTICIPATED WITHIN THE UNENCUMBERED PARK AREA.

BASTROP GROVE

PARK AND OPEN SPACE EXHIBIT

BGE, Inc.
101 WEST LOUIS HENNA BLVD. SUITE 400
AUSTIN, TX 78728
TEL: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

Plotted by: Kelly Gilbert, Plotted on: 11/15/2021 10:10:59 AM
G:\2019\19-0000\19-0000 Bastrop Grove\Drawings\Exhibits\Park Exhibit\19-0000 Park Exhibit.dwg



FOR REVIEW PURPOSES ONLY

CONCEPT MAP

BASTROP GROVE

BGE, Inc.
101 WEST LOUIS HENNA BLVD, SUITE 400
AUSTIN, TX 78728
TEL: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

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

Dear Property Owner:

The **Planning & Zoning Commission** will conduct a public hearing on **Thursday, October 31, 2019 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, November 12, 2019 at 6:30 p.m.** in the **City Hall Council Chambers** located at **1311 Chestnut Street**, **Bastrop, Texas** on the request to approve or disapprove an ordinance for a Planned Development District, with a residential base use, to allow a residential development on 65.926 acres, out of the Nancy Blakey Survey, Abstract 98, located south of Agnes Street and east of State Highway 304, an area currently zoned General Retail, within the City Limits of Bastrop.

Applicant:	BGE Inc./John Kim, P.E.
Owner:	WayMaker Ventures/Holt Dunlop
Address:	South of Agnes Street and east of State Highway 304
Legal Description:	65.926 acres, out of the Nancy Blakey Survey, Abstract 98

The site location map 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.

✂----------

PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check one)

- ☐ I am in favor of the request.
- ☐ I am opposed to the request.
- ☐ I have no objection to the request.

Property Owner Name: _____
Property Address: _____
Phone (optional): _____
Mailing Address:_____
Email (optional): _____
Property Owner's Signature: _____

Comments: (Optional)

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

RE: RZNE_The Grove_10-31-2019

Re-notification of Pending Rezoning Approval
City of Bastrop
Planning & Zoning Commission MEETING TIME CHANGE
And City Council

Dear Property Owner:

The **Planning & Zoning Commission** will conduct a meeting to provide a recommendation on **Thursday, October 31, 2019 at 4:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, November 12, 2019 at 6:30 p.m.** in the **City Hall Council Chambers** located at **1311 Chestnut Street**, **Bastrop, Texas** on the request to approve or disapprove an ordinance for a Planned Development District, with a residential base use, to allow a residential development on 65.926 acres, out of the Nancy Blakey Survey, Abstract 98, located south of Agnes Street and east of State Highway 304, an area currently zoned General Retail, within the City Limits of Bastrop.

Applicant:	BGE Inc./John Kim, P.E.
Owner:	WayMaker Ventures/Holt Dunlop
Address:	South of Agnes Street and east of State Highway 304
Legal Description:	65.926 acres, out of the Nancy Blakey Survey, Abstract 98

Please note that the meeting time for the Planning & Zoning Commission meeting has change to earlier on October 31, 2019 to 4:00 p.m.

The public hearing will still be at 6:30 p.m. on November 12, 2019 at City Council.

The site location map 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 or comments 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.

✂----------

PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☐ I am in favor of the request.
- ☐ I am opposed to the request.
- ☐ I have no objection to the request.

Property Owner Name: _____

Property Address: _____

Mailing Address (if different than property address): _____

Phone (optional): _____ Email (optional): _____

Property Owner's Signature: _____

Additional Comments (Optional): _____

_____

RE: RZNE_The Grove_10-31-2019 P&Z Time Change to 4:00 pm

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

BASTROPTX
Heart of the Lost Pines
Est. 1832

Dear Property Owner:

The **Planning & Zoning Commission** will conduct a public hearing on **Thursday, July 25, 2019 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, August 13, 2019 at 6:30 p.m.** in the **City Hall Council Chambers** located at **1311 Chestnut Street, Bastrop, Texas** on the request to approve or disapprove an ordinance for a Planned Development District, with a base district of Single Family-7, to allow a residential development on 65.926 acres, out of the Nancy Blakey Survey, Abstract 98, located south of Agnes Street and east of State Highway 304, an area currently zoned General Retail, within the City Limits of Bastrop.

Applicant:	BGE Inc./Amy Neskar, P.E.
Owner:	WayMaker Ventures/Holt Dunlop
Address:	South of Agnes Street and east of State Highway 304
Legal Description:	65.926 acres, out of the Nancy Blakey Survey, Abstract 98

The site location map is attached for reference.

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

For additional information, please visit or call the Planning & Development offices.

PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check one)

- [x] I am in favor of the request.
- [ ] I am opposed to the request.
- [ ] I have no objection to the request.

Property Owner Name: MC Bastrop 71, LP
Property Address: South of Hwy 71 and east of Hwy 304
Phone (optional): _____
Mailing Address: [redacted] 8214 Westchester Dr, Ste 550, Dallas, TX 75225
Email (optional): _____
Property Owner's Signature: _____

Comments: (Optional)

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

RE: RZNE_The Grove

rcvd 7/17/19 DK



BUILDING BASTROP

HONORING OUR AUTHENTIC PAST.
PLANNING FOR OUR SUSTAINABLE FUTURE.

Bastrop Grove PDD Rezoning

BASTROPTX
Heart of the Lost Pines / Est. 1832

Bastrop Grove PDD Rezoning Details

Location: South of Agnes St and east of SH 304

- 65.926 acres

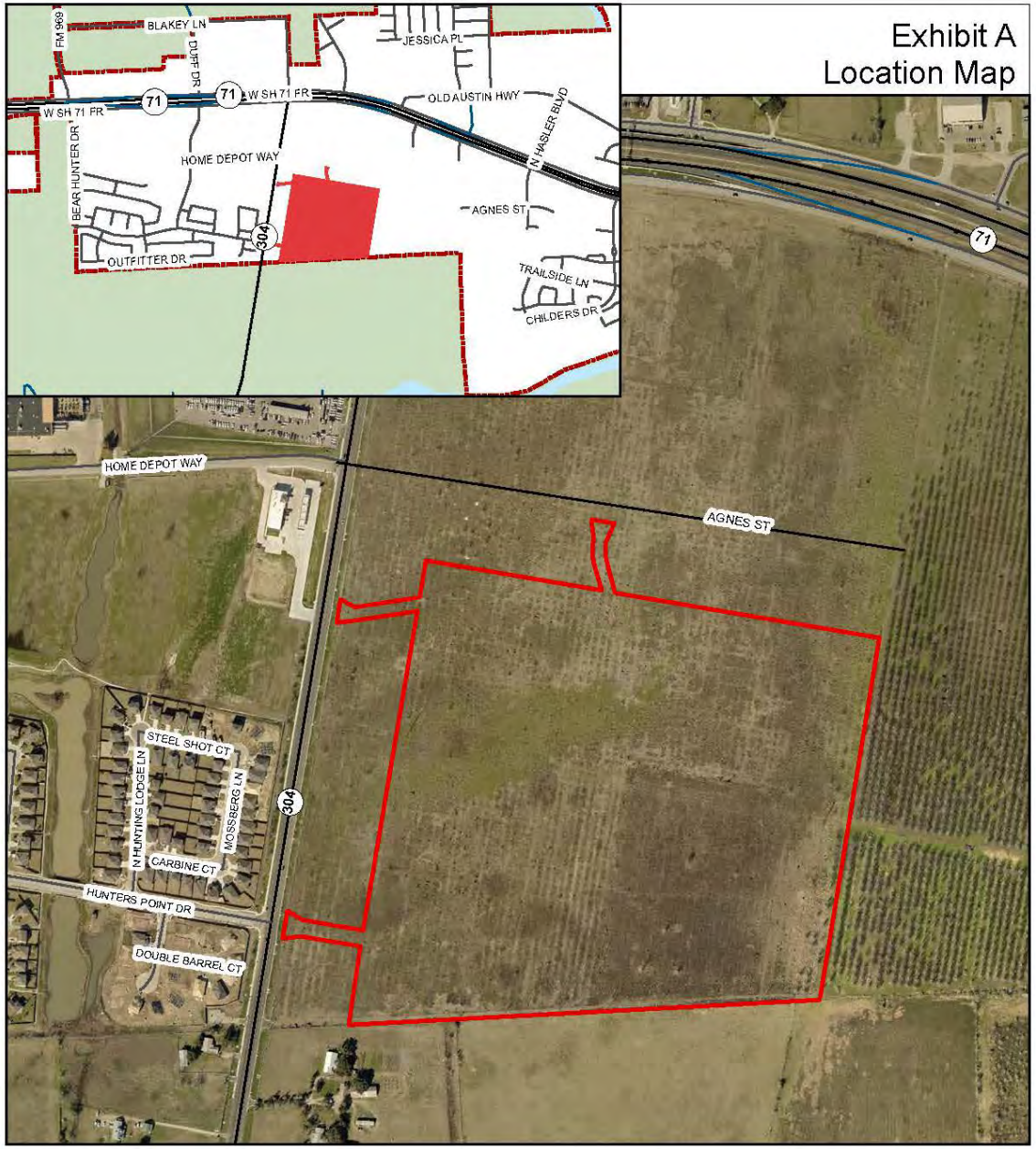
Property Owner: Holt Dunlop—Waymaker Ventures

Land Use/Zoning:

- Existing Use: Vacant/Undeveloped
- Existing Zoning: General Retail
- Future Land Use: Transitional Residential

BASTROPTX
Heart of the Lost Pines / Est. 1832

Location Map



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Heart of the Lost Pines / Est. 1832

Bastrop Grove PDD Rezoning Background

Tabled at August 27th P&Z Commission Meeting to address:

- Access to SH 304 at Colorado Street
- Additional housing types
- Residential/commercial transition

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Heart of the Lost Pines / Est. 1832

Bastrop Grove PDD Rezoning

The applicant has submitted a zoning request for a Planned Development District with Single Family-7 base zoning. The request includes 337 single-family detached and multi-family lots and eleven open space lots providing 5.36 acres of open space for the proposed development. A 100-foot LCRA easement runs across the property from east to west. A total of 3.54 acres of the proposed open space is within the LCRA easement.

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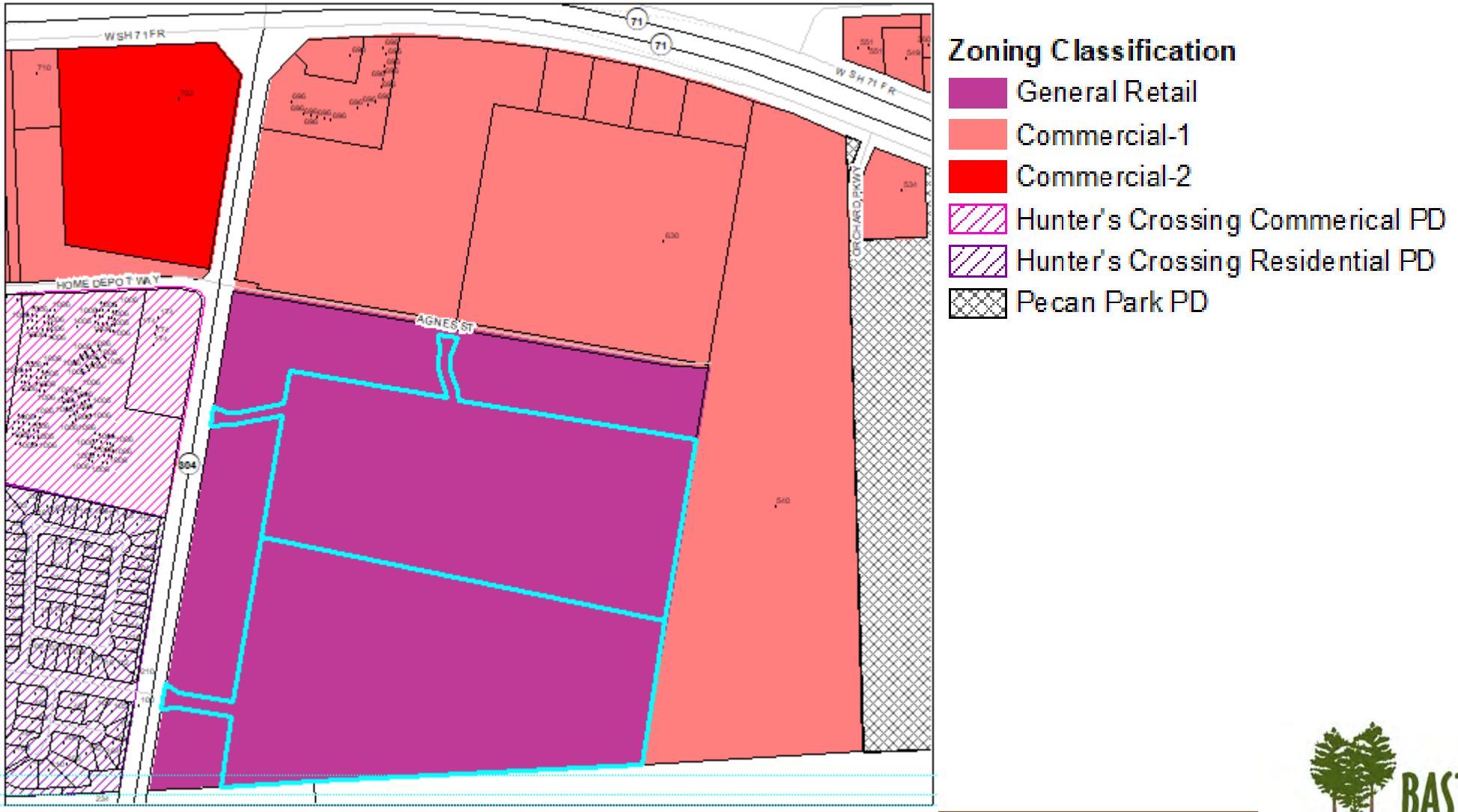
Current Zoning Map



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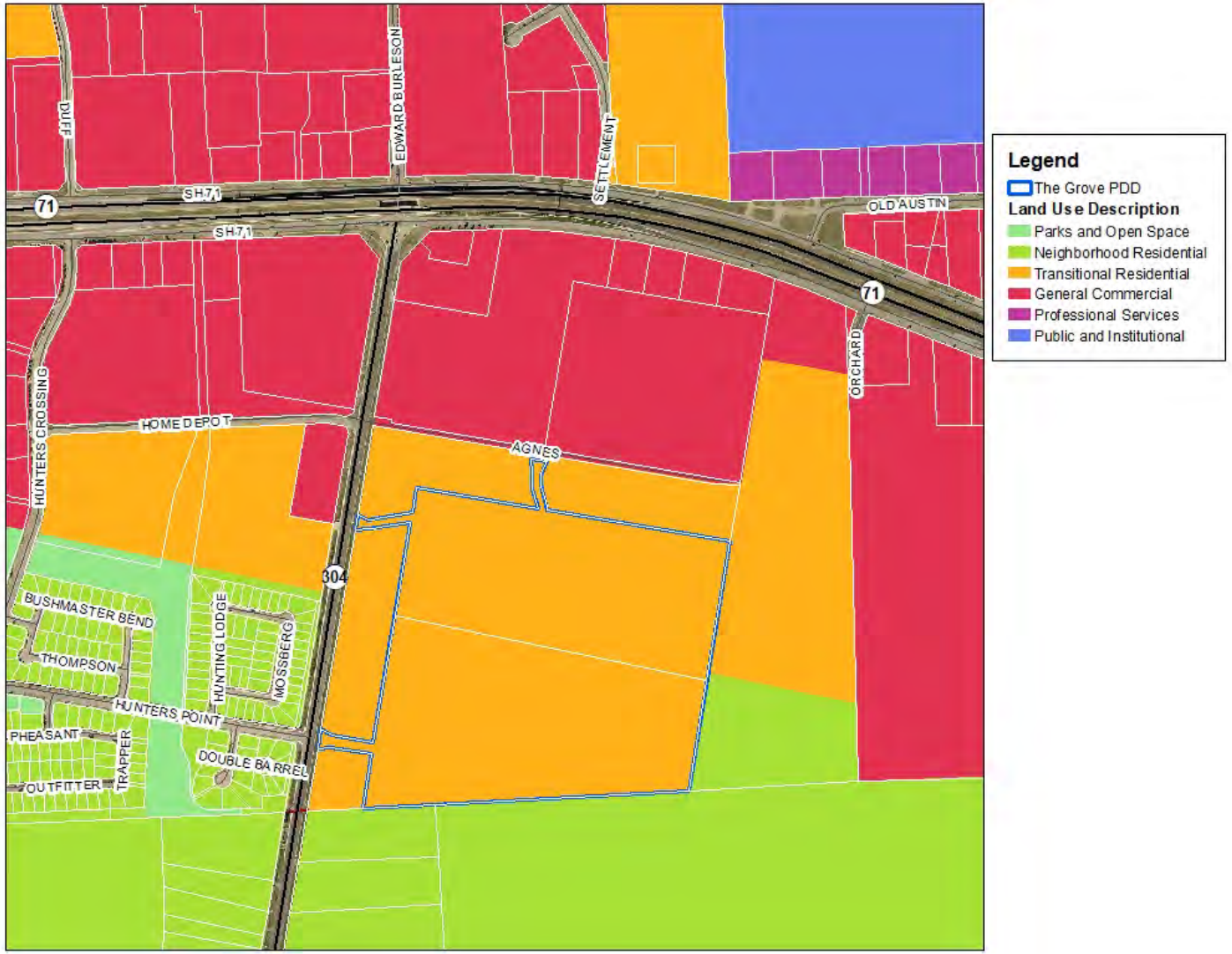
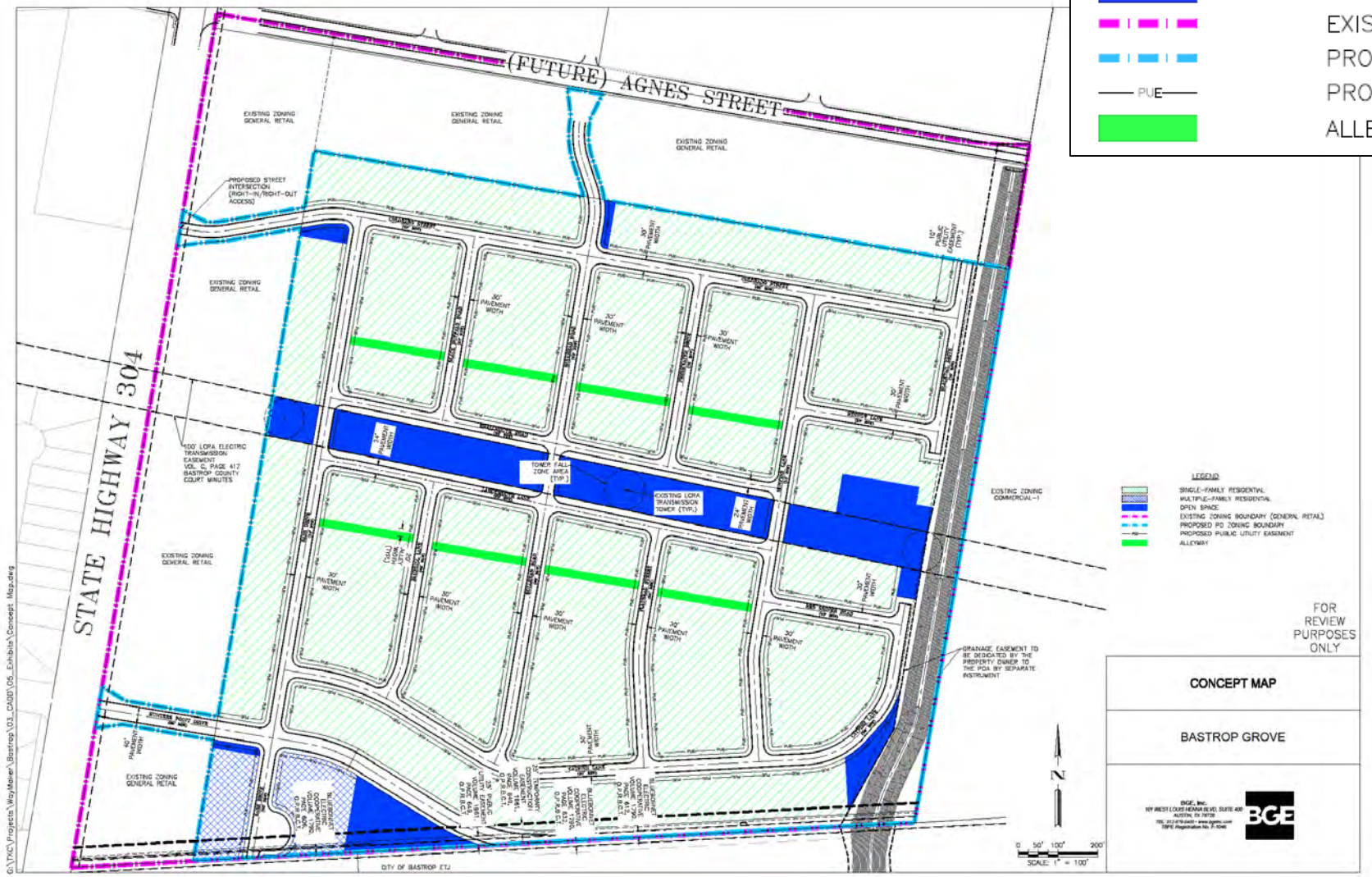
Future Land Use Map



BASTROPTX
Heart of the Lost Pines / Est. 1832

Concept Plan



LEGEND

- SINGLE–FAMILY RESIDENTIAL
- MULTIPLE–FAMILY RESIDENTIAL
- OPEN SPACE
- EXISTING ZONING BOUNDARY (GENERAL RETAIL)
- PROPOSED PD ZONING BOUNDARY
- PROPOSED PUBLIC UTILITY EASEMENT
- ALLEYWAY

BASTROPTX
Heart of the Lost Pines / Est. 1832

Housing Variety

Lot Standard	Number of Lots	% of Total Lots	Minimum Dimension (feet)	Lot Size (square feet)	Dwelling Unit Ranges
35’ Lot	48	14.25	35’ by 110’*	3,850	1,000 – 2,500 square feet
40’ Lot	254	75.37	40’ by 110’*	4,400	1,000 – 3,000 square feet
50’ Lot	17	5.04	50’ by 110’*	5,500	1,400 – 3,300 square feet
Multi-Family	18	5.34			600 – 2,000 square feet
*15% of the lots will have a minimum lot depth of 95’.					

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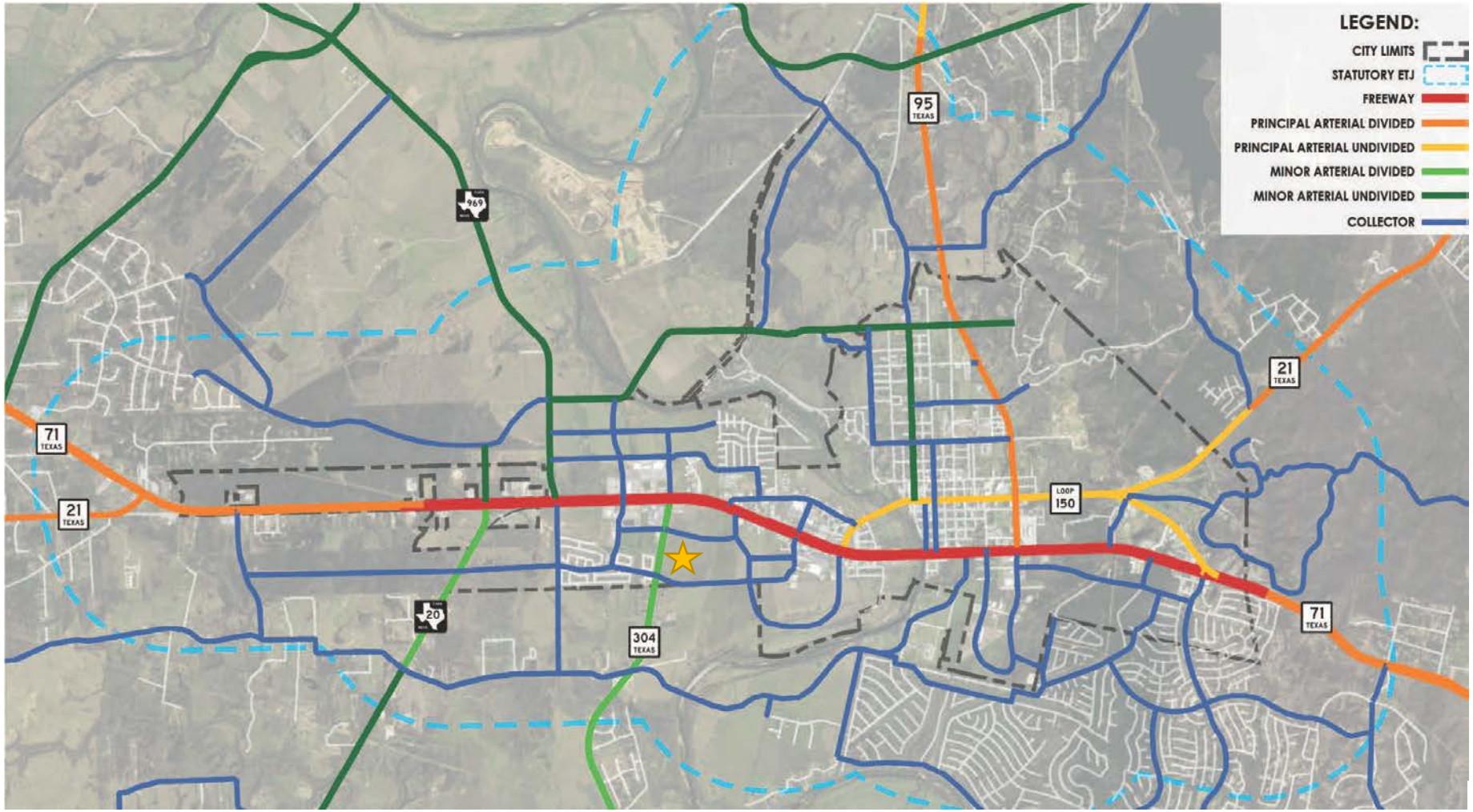
Heart of the Lost Pines / Est. 1832

Thoroughfare Map



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Heart of the Lost Pines / Est. 1832

Bastrop Grove PDD Connectivity

Two connections to SH 304:

- Right in right out at Colorado Street
- Extension of Hunters Point

Three street types:

- Collector
- Residential
- Alley

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Park & Open Space Plan



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Heart of the Lost Pines / Est. 1832

Bastrop Grove PDD Transition to Commercial Area

- Walkable interactions are encouraged.
- Fencing and screening options between residential and non-residential areas.

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Bastrop Grove PDD Planning & Zoning Commission Recommendation

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Heart of the Lost Pines / Est. 1832

Planning & Zoning Commission Recommendation

At the regular meeting on October 31, 2019, the Planning & Zoning Commission recommended by a vote of 6 to 0 to approve the rezoning to Planned Development District.

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PLANNING FOR OUR SUSTAINABLE FUTURE.

Bastrop Grove PDD
Staff Recommendation

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Heart of the Lost Pines / Est. 1832

Staff Recommendation

Hold public hearing and consider action to approve the first reading of Ordinance 2019-59 of the City Council of the City of Bastrop, Texas, Rezoning 65.926 acres out of the Nancy Blakey Survey, Abstract 98, from GR, General Retail to Bastrop Grove Planned Development District with a base residential use, located south of Agnes Street and east of State Highway 304, within the City Limits of Bastrop, Texas; as shown in Exhibits A, B, & C; including a severability clause; and establishing and effective date, and move to include on the November 26, 2019 Consent Agenda.

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Questions?

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Heart of the Lost Pines / Est. 1832

BASTROP GROVE



WAYMAKER VENTURES, LLC



BGE WAYMAKER VENTURES, LLC

BASTROP GROVE







ELEGANT ARRIVAL EXPERIENCE

RECREATIONAL OPPORTUNITIES











TRAIL SYSTEM

INTERPRETIVE TRAIL SIGNS

BGE WAYMAKER VENTURES, LLC

BASTROP GROVE



Residential fronting easement open space & trail system



Trail system utilizes powerline easement for recreational opportunities



View from townhomes looking northwest to Highway 304



Landscape buffer between commercial & residential tracts



Bird's eye view of landscape buffer between commercial & residential tracts

BASTROP GROVE

Waymaker Ventures, LLC
3310 N. Capital of Texas Highway
Suite 202
Austin, Texas 78746

Jamie Dougherty
jdougherty@waymakerventures.com
312-375-7662

Holt Dunlop
hdunlop@waymakerventures.com
512-800-5630

BGE
101 West Louis Henna Blvd,
Suite 400
Austin, Texas 78728

Seth Mearig
smearing@bgeinc.com
Main: 512-879-0400
Direct: 512-879-0477

SEC Planning, LLC
Land Planning + Landscape Architecture
CLIENT-CENTERED THINKING℠
4201 W. Parmer Lane
Building A, Suite 220
Austin, Texas 78727
www.secplanning.com

Peter Verdicchio, PLA, ASLA
peterv@secplanning.com
512-246-7003

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 9O

TITLE:
Consider action to approve the second reading of Ordinance No. 2019-50 of the City Council of the City of Bastrop, Texas amending the 2036 Comprehensive Plan by amending Chapter 5, of the Transportation Master Plan, as attached in Exhibit A; and providing for findings of fact, adoption, enforcement, a repealer and severability; establishing an effective date; proper notice and meeting.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager/Interim Director of Planning and Development

BACKGROUND/HISTORY:
Building Bastrop launched on August 15, 2018 to create a new set of tools that will support the community in a responsible manner for generations to come. Building Bastrop is all about connecting people to policy. It is about humanizing an otherwise complicated and mundane process of rewriting the City's land-use regulations. The City of Bastrop is taking a journey, weaving together its history and the philosophies that define authentic Bastrop. It is about love, community pride, and defining the City's way of life. It's about Building Bastrop together, honoring our authentic past, and planning for our sustainable future.

City Council adopted a purpose statement and policy statement for Building Bastrop Codes at their February 26, 2019 regularly scheduled meeting. The purpose statement is as follows:

> ***"Create a fiscally sustainable, community through land-use regulations that are authentic Bastrop and geographically sensitive."***

Building upon the purpose statement, the Council approved a policy statement (attached) to offer an explanation on key concepts that must be utilized for all development related codes to ensure clarity and consistency. The Building Bastrop Policy Statement provides clarity and consistency to all code revisions and rulemaking procedures that impact development in the City of Bastrop. The policy statement covers the following:

- What is Building Bastrop.
- Why Building Bastrop is important.
- Building Bastrop Purpose Statement.
- What the Purpose Statement means.
- What the elements of Fiscally Sustainable are.

Farm Lots and Building Blocks are the foundation for development in Bastrop. The 1920 Map of Bastrop Texas by George S. Iredell (Iredell Map) established the grid pattern of the streets using the Spanish measurement of varas under which the town was established. This resulted in Farm

Lot lengths of 722.22 feet (260 varas) and block lengths of 333.33 feet (120 varas). This building block pattern has become the basis of the Bastrop Building Block (B^3) Code. Following the authentic Bastrop pattern, the attached Street Grid lays out the mandatory street grid for the entire City Limits and Statutory Extraterritorial Jurisdiction, at the Farm Lot level. As new and infill development occurs, developers will be required to choose street types and arrange the Building Blocks within the parameters set by the Street Grid.

Chapter 6 of the Comprehensive Plan includes the Major Thoroughfare Plan map and references the Transportation Master Plan, which includes the details of the development of the Major Thoroughfare Plan and a description of the roadway classification system. The Street Grid map will detail the local street grid and will be added to the Comprehensive Plan in Chapter 6 – Transportation and to the Transportation Master Plan, Chapter 5 – Thoroughfare Plan.

POLICY EXPLANATION:
The Home Rule Charter, Section 12.02 states that the Planning & Zoning *"shall provide a recommendation for a comprehensive plan for the physical development of the City."* The recommendation will be forwarded to City Council for their consideration during the adoption of the plan amendments.

FUNDING SOURCE:
N/A

PLANNING AND ZONING RECOMMENDATION:
At the regular meeting on September 26, 2019, after holding a public hearing, the Commission recommended approval of the Bastrop Transportation Master Plan, Chapter 5, Thoroughfare Plan by a vote of 8-0.

RECOMMENDATION:
Consider action to approve the second reading of Ordinance No. 2019-50 of the City Council of the City of Bastrop, Texas amending the 2036 Comprehensive Plan by amending Chapter 5, of the Transportation Master Plan, as attached in Exhibit A; and providing for findings of fact, adoption, enforcement, a repealer and severability; establishing an effective date; proper notice and meeting.

ATTACHMENTS:
- Ordinance
- Transportation Master Plan Street Grid
- Transportation Master Plan, Chapter 5 - Thoroughfare Plan draft
- Typical Cross Sections
- Building Bastrop Policy Statement

ORDINANCE 2019-50

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AMENDING THE 2036 COMPREHENSIVE PLAN BY AMENDING CHAPTER FIVE OF THE TRANSPORTATION MASTER PLAN, AS ATTACHED IN EXHIBIT A; AND PROVIDING FOR FINDINGS OF FACT, ADOPTION, ENFORCEMENT, A REPEALER, AND SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

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

WHEREAS, the Bastrop City Council ("City Council"), as a duly-elected legislative body, finds that it is facing significant historic and contemporary land use challenges that existing regulations were not designed to address; and

WHEREAS, the City Charter of the City of Bastrop, Texas, states that the Comprehensive Plan will contain recommendations for the growth, development, and beautification of the City and its extraterritorial jurisdiction; and

WHEREAS, the City Council of the City of Bastrop adopted the 2036 Comprehensive Plan by Resolution No. R2016-32; and

WHEREAS, Chapter 213 of Local Government Code, Comprensive Plans, states that a Comprehensive Plan shall be adopted by Ordinance; and

WHEREAS, the Transportation Master Plan, as part of the Comprehensive Plan, guides roadway improvements, construction of new facilities, outlines and implements the City's transportation goals and serves as the basis for compliance with State and Federal transportation planning bodies' policies; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City seeks to ensure that impending and future development is conducted in a fiscally-sustainable and environmentally responsible manner that honors the City's rich heritage and unique ecological makeup; and

WHEREAS, on February 26, 2019, City Council adopted a policy statement to ensure clarity and consistency for all revisions and additions to the City's land-use regulations; and

WHEREAS, the City has hosted a Transportation and Drainage Rodeo public engagement event on April 10, 2019; and

WHEREAS, the Planning and Zoning Commission held a public hearing and recommended approval of the Transportation Master Plan amendment on September 26, 2019.

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

SECTION 1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. ADOPTION AND AMENDMENT

The City Council hereby amends the Transportation Master Plan, as attached in Exhibit A.

SECTION 3. REPEALER

In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 4. SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 5. ENFORCEMENT

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

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

SECTION 7. OPEN MEETINGS

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ & ACKNOWLEDGED on First Reading on the 22nd day of October 2019.

READ & APPROVED on the Second Reading on the 12th day of November 2019.

APPROVED:

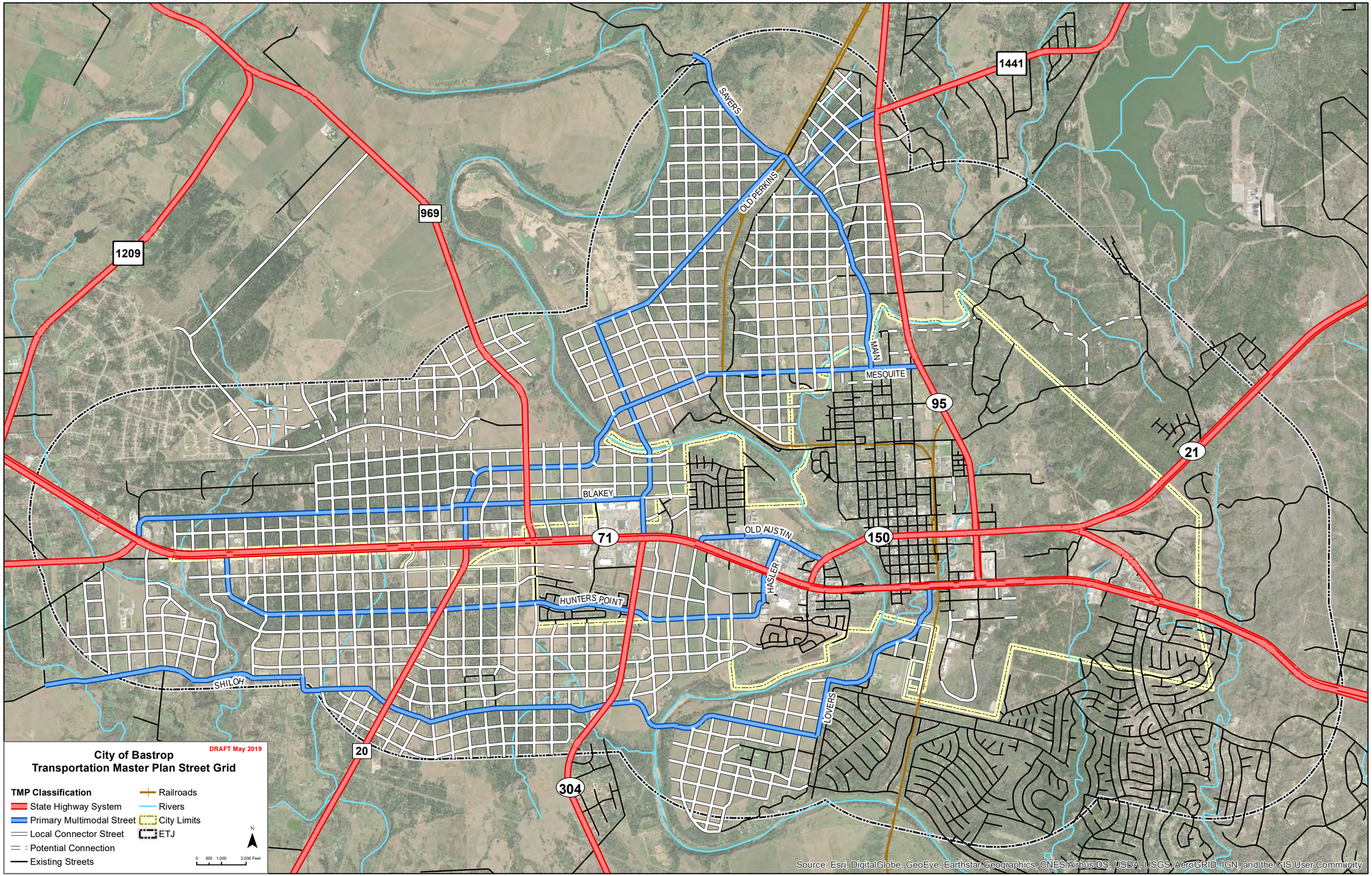
by _____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney



City of Bastrop
Transportation Master Plan Street Grid
DRAFT May 2019
TMP Classification
State Highway System
Primary Multimodal Street
Local Connector Street
Potential Connection
Existing Streets
Railroads
Rivers
City Limits
ETJ
N
0 500 1,000 2,000 Feet
1441
969
1209
SAYERS
OLD PERKINS
MAIN
MESQUITE
95
21
BLAKEY
71
OLD AUSTIN
150
HASLER
HUNTERS POINT
SHILOH
LOVERS
20
304
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



5

Thoroughfare Plan

Thoroughfare Network, Functional Classification, and Cross-Sections

STREET NETWORK PLAN

An important element of the Transportation Master Plan is a Street Network Plan that establishes a long-range vision for a highly connected, multimodal street system throughout the City of Bastrop. The plan is designed to advance the goals of the City's Comprehensive Plan, meet the future travel needs of the City, and support sustainable development pa erns by identi ying the preferred level of connectivity within the City and the ETJ. This street network plan supports a level of fl xibility in land uses and high degree of mobility and route choices.

Traditional thoroughfare planning practices in recent decades have o en resulted in communities developed around widely spaced, large arterials fed by smaller roadways that o en do not connect with each other. This type of roadway system causes vehicle traffi to be dependent on a limited number of major thoroughfares for most trips and limits opportunities for alternate routes. This causes trip lengths to be longer and indirect and is especially problematic for people who might walk, bike, or use public transportation. Well-designed, connected streets make travel more effici t by providing choice not only in modes, but also in routes.

One of the core transportation goals of the Comprehensive Plan is to enhance transportation system connectivit . Recommended objecti es to achieve this goal include enhancing east-west connectivity through Bastrop, identi ying and prioritizing gaps in the road network, prioriti ing pedestrian and bicycling connectivit , and promoting connectivity through development regulations. This Street Network Plan directly addresses this connectivity goal and provides a guide for use by City official and sta , developers, business owners, and residents to be er achieve the City's vision for its street and roadway system.

Purpose

This Street Network Plan promotes a connected network inspired by the original Iredell grid network plan of 1920 that established the development pa ern in Downtown Bastrop and surrounding areas between the Colorado River and State Highway 95. These streets, with shorter blocks and multiple route options, are a prime example of connections that support a mix of uses, activities, and trip type

This plan recommends a grid-like pa ern of primary and local streets, with major block spacing based on the traditional Bastrop farm lot (approximately 715 feet by 715 feet). This transportation planning approach not only benefits route choice, but also minimizes congested roadway corridors. A hierarchical street system typically funnels traffi onto just a few major arterial roadways for most trips, and these arterials can become overly congested during peak travel times. This connected Street Network Plan can miti ate concentrated traffi congestion by dispersing traffi and o ering travel options. This mapped grid network is considered the minimum required level of connectivity and provides a high degree of fl xibility for development types within the street pa ern. Development is encouraged to provide additional connectivity within the mandatory grid that may include additional local streets, trails, or pedestrian pathways.

Street Types and Multimodal Networks

This Thoroughfare Plan addresses both existing and proposed streets and roadways and is intended to support the connectivity of all road users. In addition to defining a thoroughfare network, a basic classifi ation system is assigned to area roadways based on intended route function. With a well-connected grid network, a complex hierarchy of arterials and collectors is not necessary. However, it is important that the Street Network Plan identi y certain routes for logical and effici t routing of cross-city travel. These routes are intended to address some of the known transportation constraints in the Bastrop area, which include limited crossing options across the Colorado River, areas with signifi ant topography or environmental constraints, and the current reliance on State Highway 71 for most east-west travel.

Map 5.1: 2040 Major Thoroughfare Map, City of Bastrop TMP

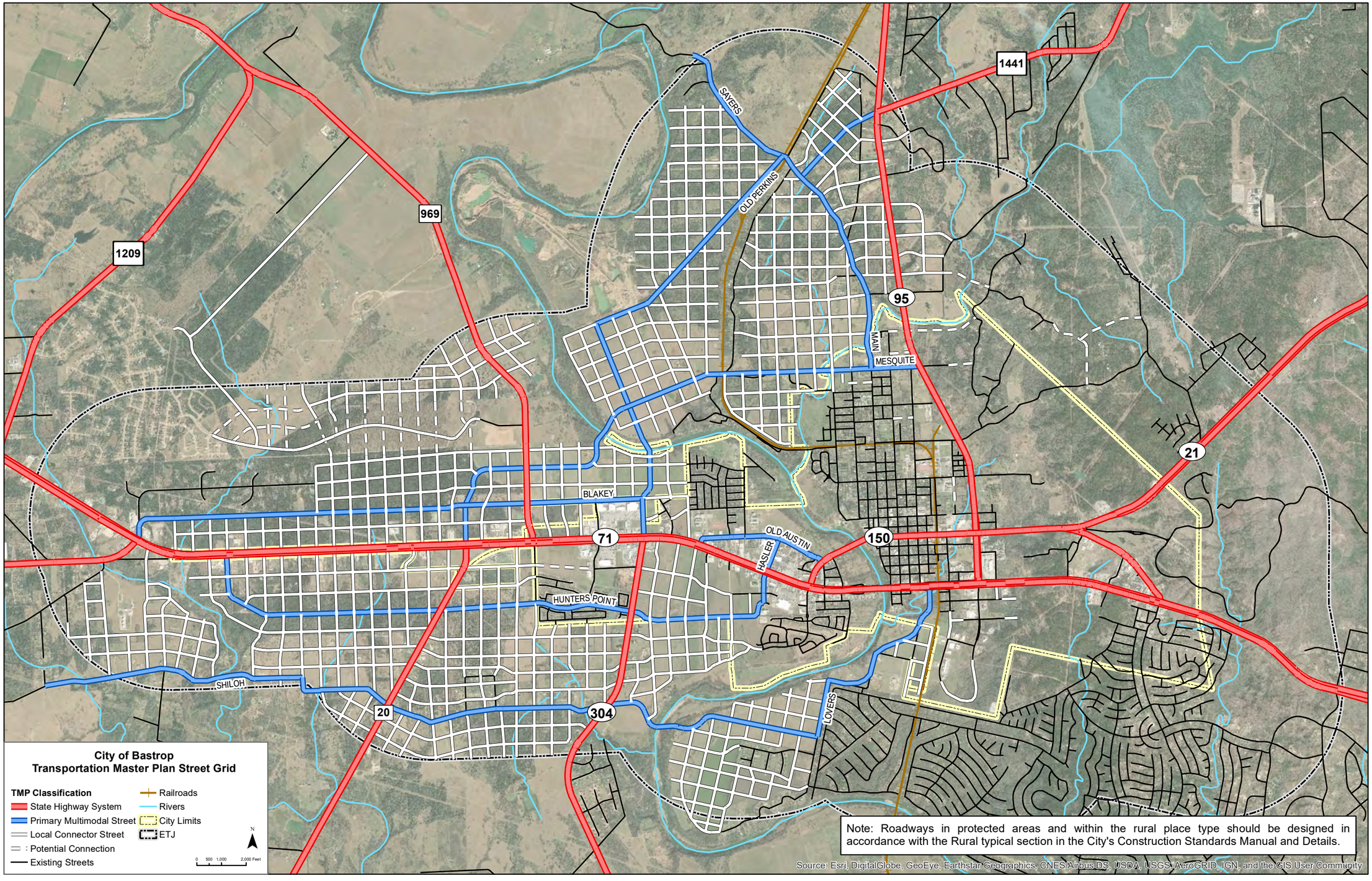


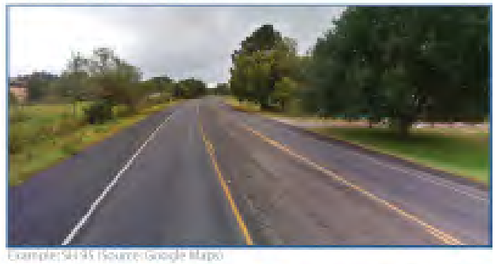
Figure 5.1: Street Network Plan

State Highway



Example: Loop 150 (Source: Google Maps)

Primary Multimodal



Example: SH 95 (Source: Google Maps)

Local Collector



Example: Pecan St. (Source: Google Maps)

Rural



Functional Classifications

The Street Network Plan uses the following classifi ations

State Highway System

The State Highway System are routes built and maintained by the Texas Department of Transportation (TxDOT) and are intended to provide regional connectivity between Bastrop and neighboring communities. Major routes within Bastrop include State Highways 71, 21, 95, and 304, as well as Farm to Market Roads 969 and 20. These routes are intended to collect local trips from the grid network and serve higher traffi volumes and longer-distance trips. Design of these roadways can range from freeways with limited access (e.g. State Highway 71) to urban arterials with direct access to cross streets and adjacent development. As improvements to this system is necessary, the City should coordinate with TxDOT to ensure that roadway design improvements include a context-sensiti e approach that takes into account the compatibility of the tho oughfare with surrounding land uses.

Primary Multimodal Streets

Primary Mul modal Streets are intended to provide a higher degree of mobility than most of the grid network by serving travel between major destin - tions or activity centers, as well as providing local cross-city route alternati es to the major highway routes. However, di erent than the State Highway System which may prioriti e capacity and fl w of motor vehicles, Primary Multimodal Streets are intended to provide a higher level of “person capacity” regardless of vehicle type. These streets should be designed as walkable, low-to-moderate speed thoroughfares that carry both through and local traffic pedestrians, and bicyclists. These streets are also important connections for primary goods movement and emergency response routes. These streets will o en require addition l right-of-way than a typical grid connector, either for additional through travel lanes or for dedicated pedestrian and bicycle facilities

Local Connector Streets

The remainder of the mandatory grid network is made up of Local Connector Streets which provide a higher degree of direct access to abuttin property. These streets should be designed as walkable, low-speed streets that connect di erent development districts and residential neighborhoods with each other. The Local Connector street network should provide continuous, connected links to distribute local travel pa erns. Due to the diversity of land uses these streets serve, a variety of street design elements and cross sections may be appropriate to serve adjacent land use contexts. This includes potential accommodations or higher pedestrian, bicyclist, or on-street parking demand.

Rural Streets

Rural Streets are intended to provide local access to protected areas and rural development types primarily characterized by large lots or open space. Due to environmental protections, rolling terrain, and low-density development context, a rural cross section and design elements are recommended. This street design typically includes two travel lanes, ribbon curbs, and pedestrian trails.

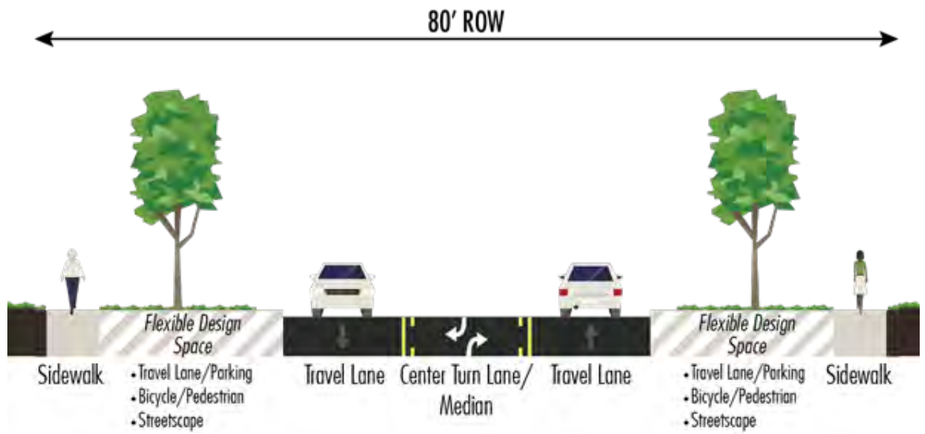
Multimodal Connections (Trails and Shared-Use Paths)

Walking is the most basic form of transportation, and long, indirect routes either discourage pedestrian trips or force pedestrians to use roads not designed for their comfort. The planned connected street grid and continuous sidewalk accommodations will signifi antly increase pedestrian connectivity and safety. However, even when roads are connected, there may still be a need for additional connections specifi ally to support the walking and bicycling networks. Where a proposed street segment is not feasible or practi al, such as in areas with topography or floodplain constraints, a shared-use pathway may be a suitable alternati e to maintain overall network connectivit . Additionall , the Street Network Plan is intended to create an interconnected, layered mobility network with the City’s planned trail system to minimize disconnected streets and dead-ends.

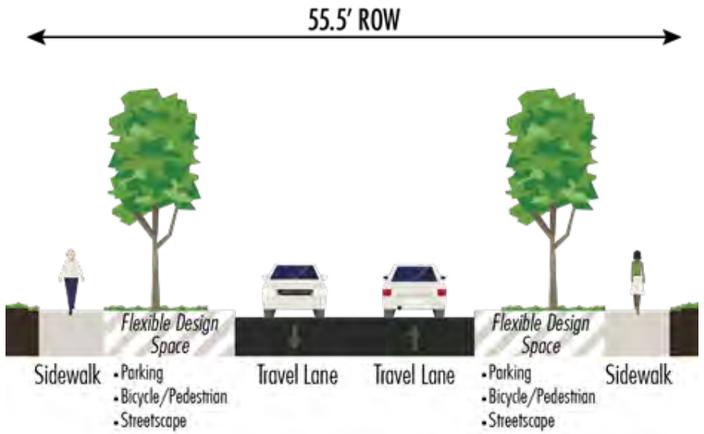
TYPICAL CROSS SECTIONS

The following typical cross sections are intended as conceptual frameworks for dedication of minimum necessary right-of-way and to facilitate the planning process of future street improvements. These typical sections are intended to support design fl xibility to meet the needs of various multimodal and context-sensiti e priorities. Specific engineering requirements and design guidelines for implementation of roadways are contained in the City's standard specifi ations and B3 echnical Manual. The engineering and design of specific acilities mu t be carried out in collaboration with and under the eview of the City Engineer.

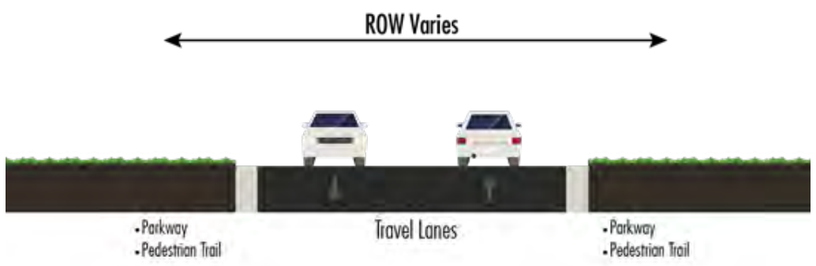
Primary Multimodal Street (80' ROW)



Local Connector Street (55.5' ROW)



Rural Street (ROW Varies)



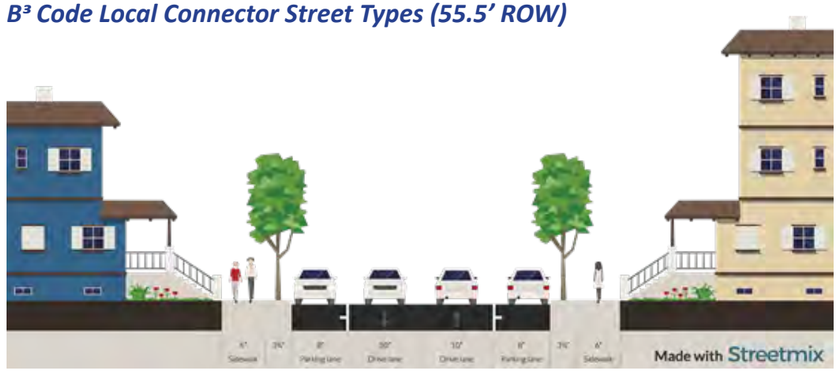
B³ Code Primary Multimodal Street Types (80’ ROW)

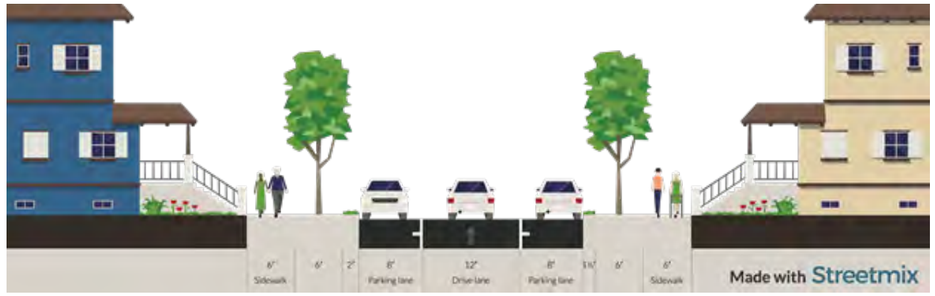


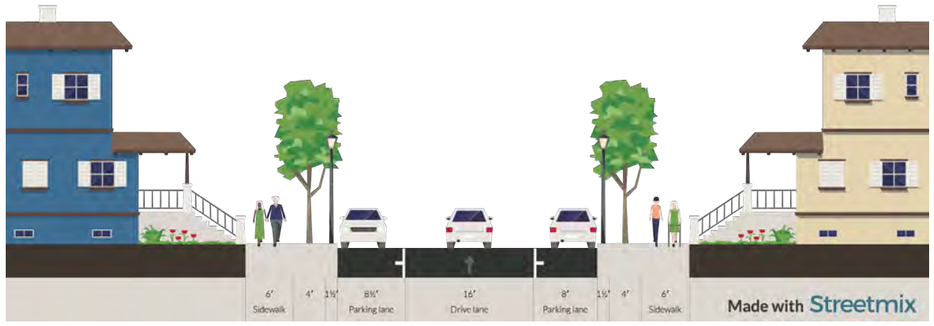


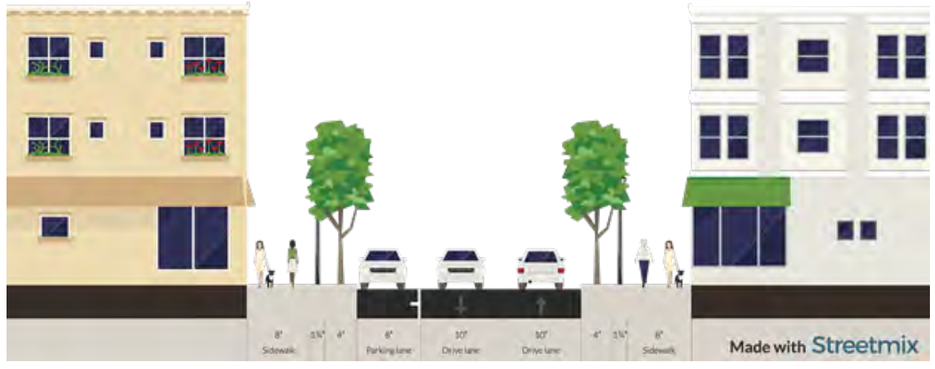


B³ Code Local Connector Street Types (55.5’ ROW)

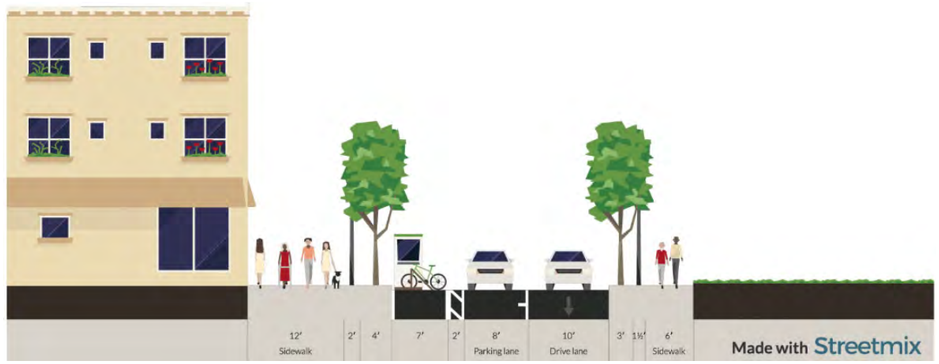






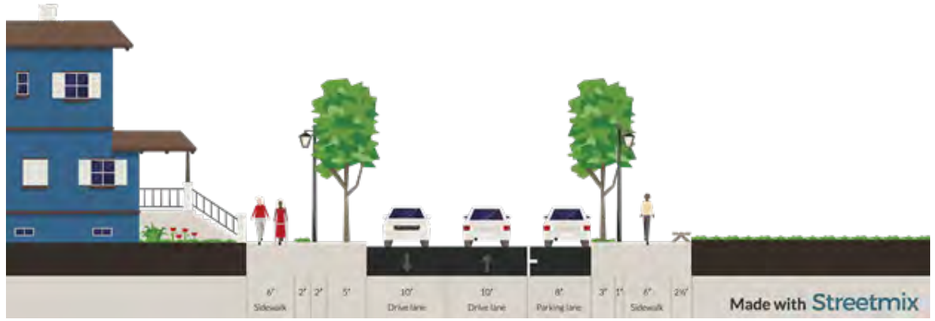


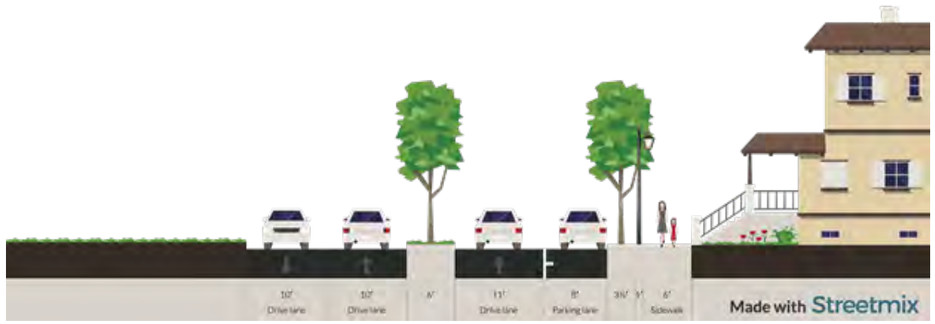
B³ Code Local Connector Street Types (55.5’ ROW) Continued











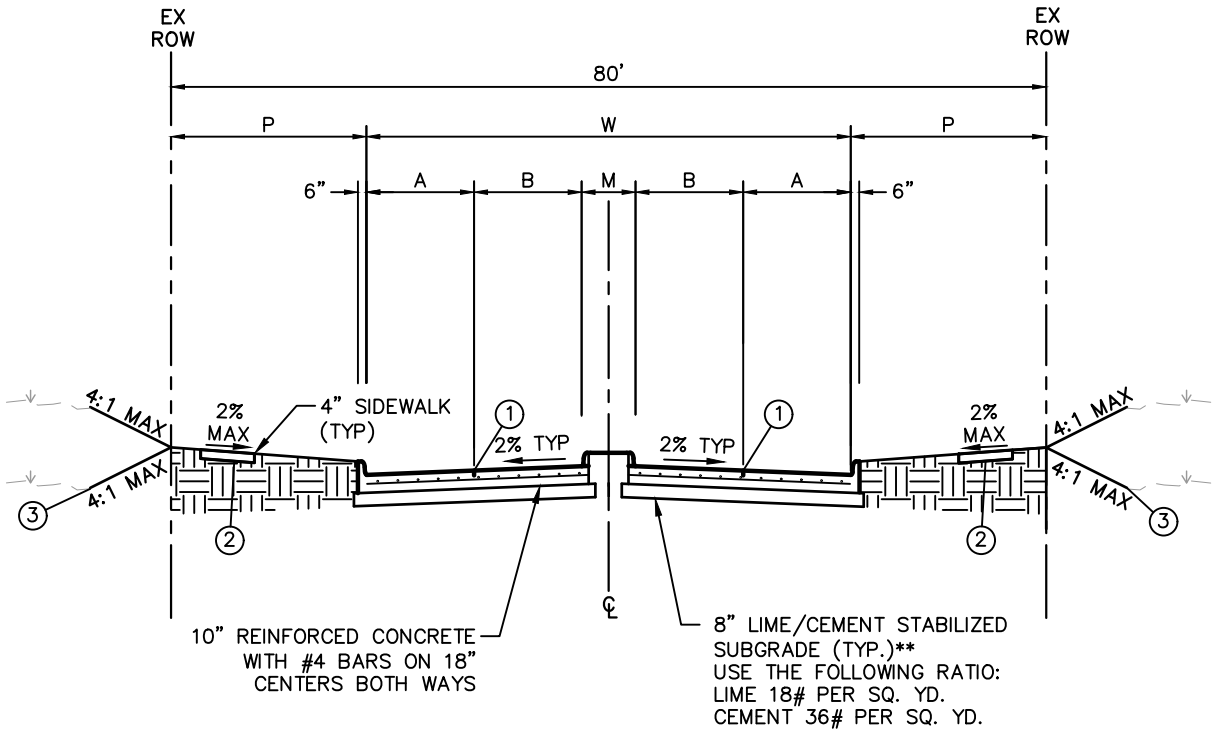
IMPLEMENTING THE STREET NETWORK

This plan serves as the primary tool to enable the City to preserve future corridors and the necessary right-of-way to establish appropriate thoroughfare corridors as development occurs and to improve the existing street system as the need arises. The Transportation Master Plan locates and classifies streets for desired connectivity and capacity for through traffic access to adjacent land uses, and compatibility with each street’s development character. This plan provides the ability to be er integrate networks of other mode choices, including walking, bicycling, and transit. The plan guides future investments and provides the public and the development community with information about the long-term plan for the road network. Simply put, the TMP is the community’s blueprint for a safe, effici t, and sustainable transportation system. It seeks to create and sustain a system that balances local and regional priorities and xisting and futu e conditions, o steer the community toward its vision for the future.

Improvements to Bastrop’s transportation system will include both the construction of new roadways to serve future development, as well as enhancement of existing facilities to further support the mobility and economic vitality of the established community. These improvements are intended to not only provide improved vehicular connectivity as the City grows, but also provide increased options for alternati e modes of transportation. Funding and implementation of the planned street network will require contributions from multiple sources for design, right-of-way acquisition, and construction of various thoroughfare projects. In many cases, new thoroughfare connections and street expansions that the plan anticip tes will require right-of-way or easements as part of the development of property. However, the City may need to address priority transportation needs through capital improvement funding or project partnership with regional transportation agencies for funds administered at the county or regional level. The City may also consider alternate funding mechanisms to fund public infrastructure necessitated by new development.

BASTROPTX

Heart of the Lost Pines / Est. 1832



1. INDICATES SAWED & SEALED LONGITUDINAL CONTRACTION OR CONSTRUCTION JOINT.
2. SIDEWALK CROSS SLOPE 2% MAX. SIDEWALK WIDTH VARIES.
3. SLOPE EXCEEDING 4:1 ONLY ALLOWED WITH STABILITY ANALYSIS
4. CURB HEIGHT AND WIDTH SHALL BE 6" OR AS SPECIFIED BY CITY.

**SUBGRADE (MIN. REQUIREMENTS – UNLESS OTHERWISE APPROVED BY CITY ENGINEER). SUBGRADE UNDER ALL PAVEMENT SHALL BE INITIALLY MIXED 8" THICK AND RE-MIXED 6" THICK AND SHALL BE STABILIZED WITH 6% MIN. BY WEIGHT OF HYDRATED LIME (GENERALLY ±40 # PER SY) AND COMPACTED TO A DENSITY NOT LESS THAN 95% STANDARD PROCTOR DENSITY. ALTERNATIVE SUBGRADES, SUPPORTED BY LABORATORY TESTS. MAY BE SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.

STREET TYPE	STREET WIDTH (W)	A	B	MEDIAN WIDTH (M)	R.O.W. WIDTH	PARKWAY WIDTH (P)	MAX PAVING THICKNESS
BOULEVARD	54'	8'	11'	24'	80'	VARIES	10"
AVENUE	60'	8'	11'	22'	80'	10'	10"
REGIONAL COMMERCIAL	36'	8'	10'	0'	80'	22'	10"

5. ALL DIMENSIONS TO BACK OF CURB AND IN FEET UNLESS OTHERWISE SHOWN.
6. REFERENCE CONSTRUCTION STANDARDS MANUAL FOR MORE DETAILS. REFERENCE B3TM FOR MORE INFORMATION ON PARKWAY AND OUTSIDE OF R.O.W.

RECORD SIGNED COPY ON FILE AT PUBLIC WORKS

APPROVED

XX-XX-XX

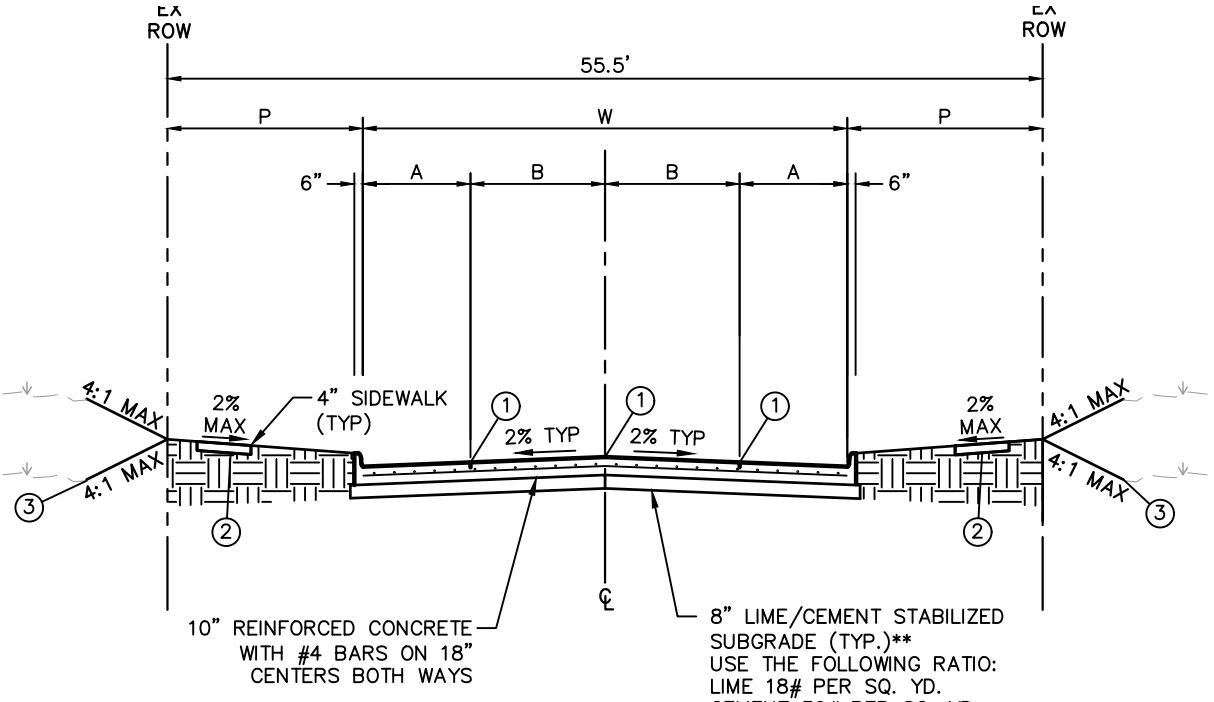
DATE

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

CITY OF BASTROP

80' RIGHT-OF-WAY TYPICAL SECTION

DRAWING NO: XX-XX



1. INDICATES SAWED & SEALED LONGITUDINAL CONTRACTION OR CONSTRUCTION JOINT.
2. SIDEWALK CROSS SLOPE 2% MAX. SIDEWALK WIDTH VARIES.
3. SLOPE EXCEEDING 4:1 ONLY ALLOWED WITH STABILITY ANALYSIS. BUILDINGS MAY BE LOCATED ON BACK OF R.O.W., IN THIS CASE TIE INTO BUILDING AS DIRECTED BY THE CITY.
4. CURB HEIGHT AND WIDTH SHALL BE 6" OR AS SPECIFIED BY CITY.

**SUBGRADE (MIN. REQUIREMENTS – UNLESS OTHERWISE APPROVED BY CITY ENGINEER). SUBGRADE UNDER ALL PAVEMENT SHALL BE INITIALLY MIXED 8" THICK AND RE-MIXED 6" THICK AND SHALL BE STABILIZED WITH 6% MIN. BY WEIGHT OF HYDRATED LIME (GENERALLY ±40 # PER SY) AND COMPACTED TO A DENSITY NOT LESS THAN 95% STANDARD PROCTOR DENSITY. ALTERNATIVE SUBGRADES, SUPPORTED BY LABORATORY TESTS. MAY BE SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.

STREET TYPE	STREET WIDTH (W)	A	B	R.O.W. WIDTH	PARKWAY WIDTH (P)	MAX PAVING THICKNESS
CONNECTOR	36'	8'	10'	55.5'	14'	10"

5. ALL DIMENSIONS TO BACK OF CURB AND IN FEET UNLESS OTHERWISE SHOWN.
6. REFERENCE CONSTRUCTION STANDARDS MANUAL FOR MORE DETAILS. REFERENCE B3TM FOR MORE INFORMATION ON PARKWAY AND OUTSIDE OF R.O.W.

RECORD SIGNED COPY ON FILE AT PUBLIC WORKS

APPROVED

XX-XX-XX

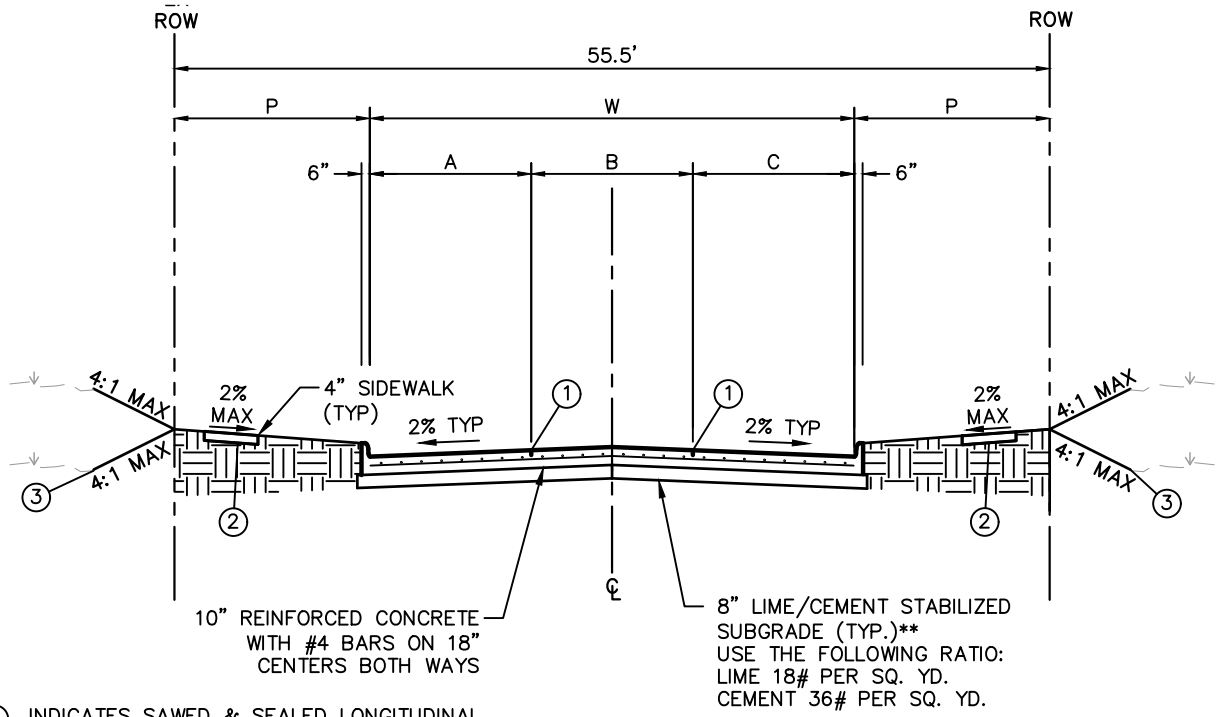
DATE

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

CITY OF BASTROP

DRAWING NO: XX-XX

55.5' RIGHT-OF-WAY 4-LANE CONCRETE PAVING SECTION



1. INDICATES SAWED & SEALED LONGITUDINAL CONTRACTION OR CONSTRUCTION JOINT.
2. SIDEWALK CROSS SLOPE 2% MAX. SIDEWALK WIDTH VARIES.
3. SLOPE EXCEEDING 4:1 ONLY ALLOWED WITH STABILITY ANALYSIS
4. CURB HEIGHT AND WIDTH SHALL BE 6" OR AS SPECIFIED BY CITY.

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STREET TYPE	STREET WIDTH (W)	A	B	C	R.O.W. WIDTH	PARKWAY WIDTH (P)	MAX PAVING THICKNESS
NEIGHBORHOOD STREET A	28'	8'	12'	8'	55.5'	VARIES	10"
NEIGHBORHOOD STREET B	32.5'	8.5'	16'	8'	55.5'	11.5'	10"
LOCAL COMMERCIAL	28'	8'	10'	10'	55.5'	13.75'	10"
COURT STREET	29'	9'	8'	12'	55.5'	VARIES	10"
SLIP STREET	19'	0'	11'	8'	55.5'	10.5'	10"
PARK DRIVE	28'	10'	10'	8'	55.5'	VARIES	10"
BOARDWALK	28'	8'	10'	10'	55.5'	VARIES	10"
PEDESTRIAN STREET	29'	12'	12'	5'	55.5'	VARIES	10"

5. ALL DIMENSIONS TO BACK OF CURB AND IN FEET UNLESS OTHERWISE SHOWN.
6. REFERENCE CONSTRUCTION STANDARDS MANUAL FOR MORE DETAILS. REFERENCE B3TM FOR MORE INFORMATION ON PARKWAY AND OUTSIDE OF R.O.W.

RECORD SIGNED COPY ON FILE AT PUBLIC WORKS

APPROVED

XX-XX-XX

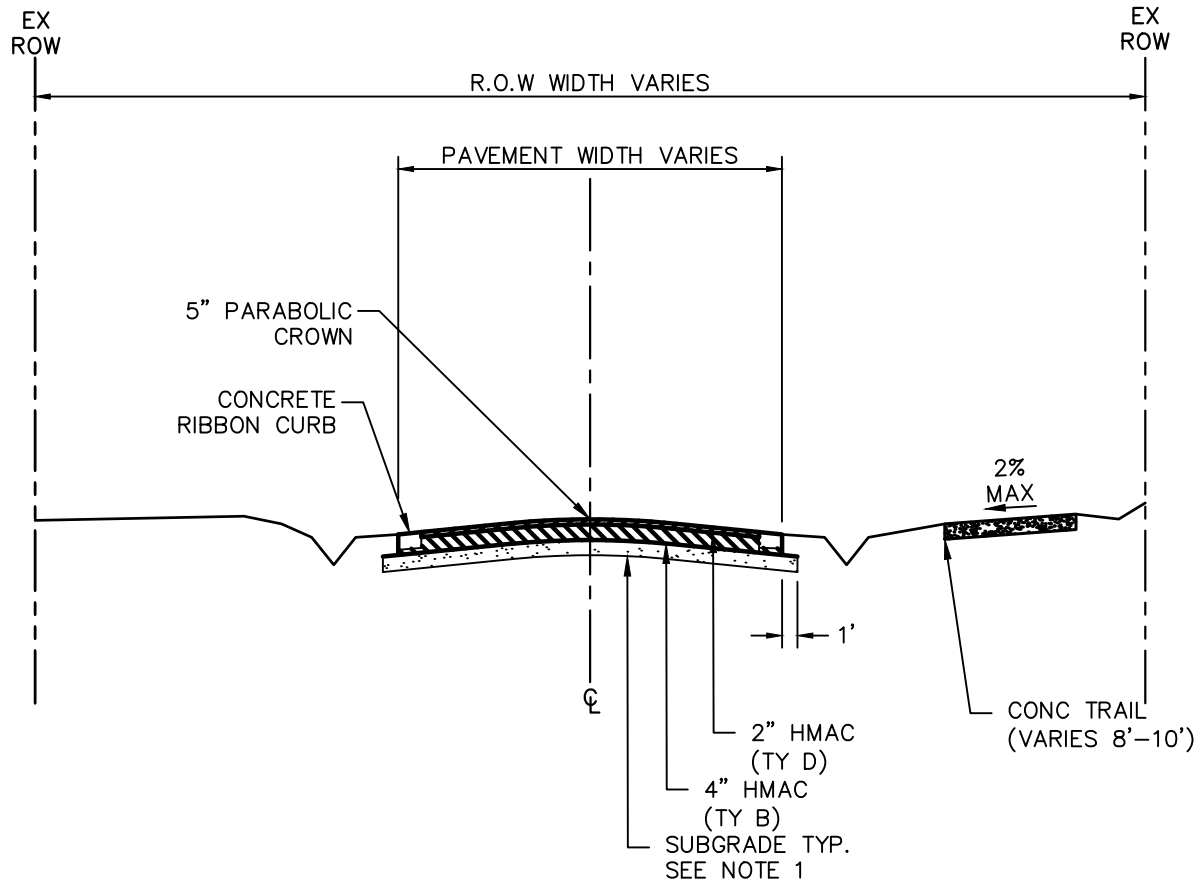
DATE

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

CITY OF BASTROP

DRAWING NO: XX-XX

55.5' RIGHT-OF-WAY 3-LANE CONCRETE PAVING SECTION



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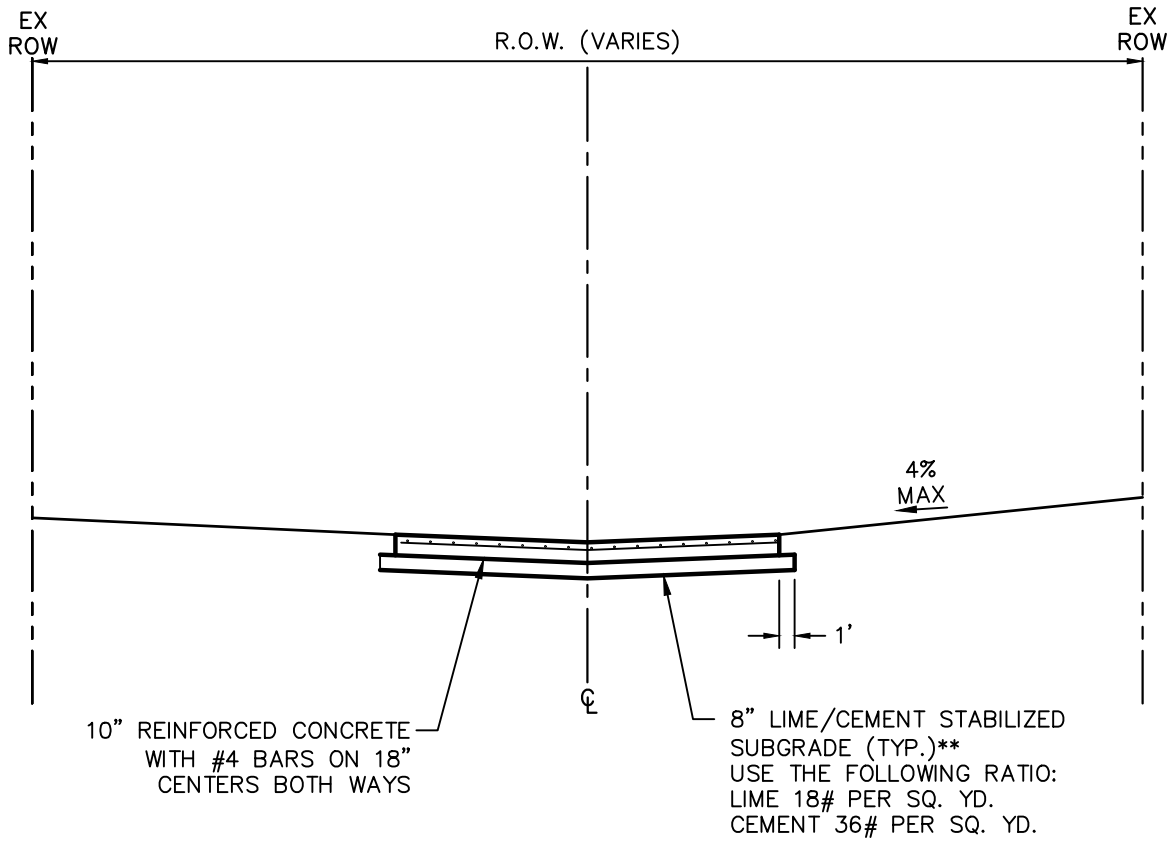
RECORD SIGNED COPY ON FILE AT PUBLIC WORKS APPROVED XX–XX–XX DATE THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL.	CITY OF BASTROP RURAL ASPHALT PAVING SECTION	DRAWING NO: XX–XX



1. MINIMUM PAVEMENT STRENGTH SHALL BE CLASS "C", OR AS SPECIFIED BY THE CITY.

**SUBGRADE (MIN. REQUIREMENTS – UNLESS OTHERWISE APPROVED BY CITY ENGINEER). SUBGRADE UNDER ALL PAVEMENT SHALL BE INITIALLY MIXED 8" THICK AND RE-MIXED 6" THICK AND SHALL BE STABILIZED WITH 6% MIN. BY WEIGHT OF HYDRATED LIME (GENERALLY ±40 # PER SY) AND COMPACTED TO A DENSITY NOT LESS THAN 95% STANDARD PROCTOR DENSITY. ALTERNATIVE SUBGRADES, SUPPORTED BY LABORATORY TESTS. MAY BE SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.

RECORD SIGNED COPY ON FILE AT PUBLIC WORKS APPROVED XX-XX-XX DATE THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL.	# CITY OF BASTROP ALEXY PAVING SECTION	DRAWING NO: XX-XX

BUILDING BASTROP

HONORING OUR AUTHENTIC PAST.
PLANNING FOR OUR SUSTAINABLE FUTURE.

Building Bastrop Policy Statement:

A Purpose Statement and Explanation for all development related code revisions and rulemaking procedures to ensure clarity and consistency.

What is Building Bastrop?

The City of Bastrop launched **Building Bastrop** on August 15, 2018 to create a new set of tools that will support the community in a responsible manner for generations to come. It is all about connecting people to policy. It is about humanizing an otherwise complicated and mundane process of rewriting the City's land-use regulations. It is about the journey that the City of Bastrop has taken to get to this point, weaving together its history and the philosophies that define authentic Bastrop. It is about love, community pride, and defining the City's way of life. It's about Building Bastrop together. Honoring our authentic past. Planning for our sustainable future.

Why is Building Bastrop Important?

Planning for the Next 100 Years: Bastrop, Texas, established on June 8, 1832 making it one of the oldest towns in Texas, will celebrate its 187th birthday in 2019. Bastrop will celebrate 200 years as a city in 2032, just 13 years in the future. The original settlers of Bastrop discovered a lush landscape where several geographies of Texas collide along the banks of the Colorado River. They set out to build a unique and lovely place for the future. Using the tools they had at the time to plan a logical path for growth going forward, they laid the foundation for a resilient community. The geography of the area, the development pattern of the land, and the organization of the buildings established a pure and authentic Texas town. How the City uses the information, gifted from the founders, to guide Bastrop's future is the journey the City must afford itself to take, today, especially since existing codes and regulations would prevent such development from occurring today.

Comprehensive Plan Goals: The City updated its Comprehensive Plan in 2016 with significant participation from the community. Known as Comprehensive Plan 2036, it provides an innovative vision for all aspects of the community including transportation and land-use. This plan also recognized the detrimental effects of sprawl development. The Comprehensive Plan 2036 defines sprawl on Page 2-7 as "a spatial development pattern or condition that occurs when large tracts of land are devoted to a single use (single-use zoning); where individual buildings take up increasingly large portions of land (low-density development); and the only way to navigate from one area to another is by automobile (auto-dependency)."

Aging Infrastructure: 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.

Significant Growth: Year after year, Central Texas continues to top the charts as one of the fastest growing regions in the nation. The ever-growing industries and influx of people moving to the area create substantial opportunities and challenges for the cities in the metro area. Austin's high housing costs, unresolvable traffic congestion, and limited room for growth, created a shortage of attainable housing in Austin proper. Furthermore, its complicated and outdated development code and process further exacerbate the problems. The development patterns in these cities are on a scale, which is out of compliance with the way cities were historically built. There are many serious challenges associated with the pattern of development, referred to as sprawl. They range from the scale, speed, and cost of the streets to the separation of land uses, housing types, and isolation of schools, businesses and civic facilities. Terms often associated with suburban sprawl are placeless places, generic neighborhoods, or anywhere America.

The Need to Get Development Right: Bastrop is facing significant growth, and like most communities, has one shot to get it right! Bastrop currently lies just east of the rapid sprawling growth. It may not be long before the massive growth pressures arrive. As the growth heads eastward, it is imperative Bastrop understand its options and defines the path for its future or it too, could be a place run over with placeless characteristics. As the City of Bastrop prepares to take an eye-opening journey of planning a resilient City for the generation of today, and ones of the future, a connection must be made to understand and respect the history that shaped its past, while planning for a sustainable future.

Building Bastrop Purpose Statement Adopted by Bastrop City Council:

Create a fiscally sustainable community through land-use regulations that are Authentic Bastrop and geographically sensitive.

What does this Purpose Statement Really Mean?

Fiscally sustainable is the ability of a government to sustain its current spending, tax, and other policies in the long-run without threatening government solvency or defaulting on some of its liabilities or promised expenditures. In recent years, local governments have come to understand that suburban sprawl will never lead to fiscal sustainability.

All infrastructure is built as a part of a new development and typically paid for by the developer. The developer pays for the installation one time. The City pays to maintain and/or replace the infrastructure in perpetuity. Yet, the revenue generated from "sprawl" development does not cover the cost of the maintenance and/or replacement of its infrastructure leaving a deficit for the community to have to cover through other sources of revenue or risk letting their infrastructure decline to the point of catastrophic failure.

The City of Bastrop cannot fix the aging infrastructure it has, much less take on any additional infrastructure. Rather than play the "blame game," City Council is playing the "responsibility game." Recognizing that you cannot solve a problem with the same level of thinking that creating it, the City Council is changing the way the City addresses development through the creation and adoption of fiscally sustainable development standards, as noted in the Comprehensive Plan 2036.

Goal 2.1.1.2 of the Comprehensive Plan states "Prepare and utilize a fiscal impact analysis tool when determining the value of annexing property, or when reviewing proposed planned developments or other development proposals". The City of Bastrop hired Verdunity, Inc. to develop a fiscal sustainability model, which will do two (2) things. First, determine how unsustainable existing development is in Bastrop. Second, provide a mechanism to ensure all development built in the future IS fiscally sustainable.

Long term, fiscally sustainable development has to be a win-win for both the City of Bastrop and the development community. The development standards must be economically viable for the developer to build, while generating sufficient revenue for the City of Bastrop to maintain and replace the required infrastructure in perpetuity.

Authentic Bastrop. Authentic means being so in fact, genuine, not fraudulent or counterfeit. In order to be authentic, every development principle, philosophy, etc. that is included in any development related code revision or rulemaking procedure must meet the Building Bastrop Purpose Statement. There cannot be a "cut, copy, and paste" mindset using another city as a model when writing regulations. Every principle, philosophy, etc. included must have a proven history of meeting the elements required in the Purpose Statement, specifically tailored to fit Bastrop.

Geographically sensitive recognizes the differences in geography that exist in Bastrop, which can affect development. For example, part of Bastrop is located on a bluff. Part of Bastrop is flat. Part of Bastrop has clay soil. Part of Bastrop has various sandy soils. There is significant floodplain in Bastrop created from the Colorado River, Gils Branch, and Piney Creek. State Highway 71, a four-lane highway running east/west through Bastrop, creates a physical barrier challenging non-automobile related transportation. Union Pacific Railroad runs through the middle of the community with twelve (12) crossings. The Lost Pines Forest is a unique 13-mile belt of loblolly pines in the City of Bastrop, its extraterritorial jurisdiction (ETJ), and the County. A portion of Bastrop is included in the Lost Pines Conservation Area for the Houston Toad, an endangered species. Therefore, all codes must acknowledge the environment rather than taking a "one-size-fits-all" approach that can lead to the creation of detrimental development.

What are the Elements of Fiscally Sustainable?

In October 2018, SimpleCity Design presented a report on Bastrop DNA Analysis, an in-depth analysis of Downtown Bastrop's anatomy and how it functions as a complete neighborhood. The analysis serves a starting point to inform the conversation as the City plans for implementing new development standards mentioned within the Comprehensive Plan, not just Downtown, but city-wide. The DNA analysis quantified various elements of the original city fabric and captured the patterns of the built environment, which will inform the future of the City through integration into new locally made development standards.

The configuration of streets, buildings, and infrastructure have served Downtown Bastrop patrons, residents, and businesses for hundreds of years, and the value of the built environment continues to rise. The day the buildings were built Downtown was the lowest value they have ever had. The flexibility in design allows market trends to shift with little to no change to the built environment or street network.

Grid. Downtown Bastrop is laid out in an almost perfect series of small gridded blocks that are 330' X 330'. The gridded network of streets is a fundamental element, which creates the most effective and efficient structure for cities to be walkable, flexible, and timeless.

The grid creates flexible blocks. A block could be used as a farm lot, a series of small houses, main street buildings, or even a skyscraper, without reconfiguring the network of streets. The blocks provide a variety of density levels, lot sizes, and organization to fit what the market supports at that time in history.

Streets are sized appropriately to the scale of the buildings and lot makeup. Infrastructure is gridded and provides a series of intersections for redundancy. A natural hierarchy of streets are

determined by building forms and land uses. Bike routes from existing infrastructure can be created based on the use and the design of existing streets. The navigable design makes it easy to move around on food, bike, skateboard or car with endless options for routes.

Diverse building types throughout Downtown Bastrop create fiscally viable options for small businesses and residents, with a variety of income levels. The integration of small buildings, located alongside larger buildings and small houses, located adjacent to larger homes, support a mix of options for people looking to move or open a business in Bastrop.

Walkable Place. Downtown Bastrop was built with clear and logical intentions, from the layout of the streets, the location along the waterfront, the orientation of the buildings, to the variety of building scales and types. The makeup of the original town functioned well for the population then and functions well for the population now. Downtown functions as a complete neighborhood, providing easy access to a wide range of services, housing types, office space, and parks and civic space with a comfortable walk, bike ride, or drive away. The arrangement of the small gridded network of streets further enhances the options provided to the people in Downtown.

It is important to note that Americans walk about a ¼ of a mile or a five (5) minute walk to services or places of interest. However, when the environment is comfortable, shaded and welcoming, they will walk about ½ of a mile. Bastrop's gridded tree-lined streets make it easy to access nature, services and restaurants all within a close proximity creating real opportunities for a walkable neighborhood.

Timeless place. The overall organization of the built environment Downtown Bastrop is timeless. It has already proven to withstand the test of time related to the introduction of cars, new market demands, new housing trends, how services are delivered, and how people choose to live in the modern world.

Key elements, which make Downtown Bastrop timeless and fiscally sustainable, include:

- the continuous rows of buildings and how they address the street;
- flexible space and building types to support a range of businesses and housing options;
- existing resources, infrastructure, and buildings are easily adaptable for modern trends;
- the blocks provide a variety of density levels, lot sizes, and organization to fit what is supported at that time in history;
- the shopfronts and ground floor characteristics at the street edge;
- upper story space to house offices, residents, or artists/creative spaces;
- awnings and street trees shading wide sidewalks;
- parks and civic spaces integrated into the built form of the City;
- human scale signs informing people what comes next;
- products spilling into the sidewalks from nearby storefronts;
- incremental development and lack of uniformity creates an inherit visual interest; and
- the people who live, work, and own shops and businesses Downtown.

Golden ratio, also known as Fibonacci sequence. Timeless, walkable places must be visually appealing, comfortable, and built to scale. The golden ratio, also known as divine proportion, appears in art, nature, and science including flower petals, pinecones, shells, trees, and storms. Utilizing the golden ratio into development standards provides a mathematical equation for creativity, when most architects and engineers of today's era have experience in "suburban sprawl" development techniques.

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 9P

TITLE:
Consider action to approve the second reading of Ordinance No. 2019-51 of the City Council of the City of Bastrop, Texas adopting the Bastrop Building Block (B3) Code, as attached in Exhibit A; providing for findings of fact, adoption, repealer, severability, and enforcement; establishing an effective date; proper notice and meeting.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager/Interim Director of Planning and Development

BACKGROUND/HISTORY:
Building Bastrop launched on August 15, 2018 to create a new set of tools that will support the community in a responsible manner for generations to come. Building Bastrop is all about connecting people to policy. It is about humanizing an otherwise complicated and mundane process of rewriting the City's land-use regulations. The City of Bastrop is taking a journey, weaving together its history and the philosophies that define authentic Bastrop. It is about love, community pride, and defining the City's way of life. It's about Building Bastrop together, honoring our authentic past, and planning for our sustainable future.

City Council adopted a purpose statement and policy statement for Building Bastrop Codes at their February 26, 2019 regularly scheduled meeting. The purpose statement is as follows:

> ***"Create a fiscally sustainable community through land-use regulations that are authentic Bastrop and geographically sensitive."***

Building upon the purpose statement, the Council approved a policy statement (attached) to offer an explanation on key concepts that must be utilized for all development related codes to ensure clarity and consistency. The Building Bastrop Policy Statement provides clarity and consistency to all code revisions and rulemaking procedures that impact development in the City of Bastrop. The policy statement covers the following:

- What is Building Bastrop.
- Why Building Bastrop is important.
- Building Bastrop Purpose Statement.
- What the Purpose Statement really means.
- What the elements of Fiscally Sustainable are.

The patterns of the built and natural environment of Bastrop, the Comprehensive Plan, the Iredell Map, and the DNA of Downtown captured in the DNA Report were used to inform and shape the standards of the B^3 Code. Public input was captured through a series of Rodeos, focusing on city design, and the B^3 Code specific standards. The Rodeos provided a fun, open platform for

participation and for real conversations to be held in many public forums. The standards that makeup the basic Building Blocks of Bastrop were formulated during the process. Code Standards are meant to be flexible and adjustable with the new ideas being produced for modern construction.

Bastrop welcomes development through:

- The B^3 Code standards;
- The B^3TM specifications; and
- The Pattern Book's guidance.

The alignment of the vision, mission, purpose statement, and the plans of the City have been brought together into a series of standards, technical specifications, and unique patterns. The use of these standards supports the creative culture and heritage that makes Bastrop authentic.
While the foundational characteristics of the City have been coded into these documents, they must be maintained to ensure they remain as best practices and relevant to the ever-changing City.

POLICY EXPLANATION:
Section 10 - Changes and Amendments to all Zoning Ordinances and Districts, and Administrative Procedures, 10.2 Authority to Amend Ordinance, states that:

"The City Council may from time to time, after receiving a final report thereon by the Planning and Zoning Commission and after public hearings required by law, amend, supplement, or change the regulations herein provided or the boundaries of the zoning districts specified on the Zoning Map. Any Ordinance regulations or Zoning District boundary amendment may be ordered for consideration by the City Council, be initiated by the Planning and Zoning Commission, or be requested by the owner of real property, or the authorized representative of an owner of real property."

FUNDING SOURCE:
N/A

PLANNING AND ZONING RECOMMENDATION:
At the regular meeting on September 26, 2019, after holding a public hearing, the Commission recommended approval of the Bastrop Building Block Codes by a vote of 6-2 with the following recommendations:

1. All properties receive "like to like" classification – no individual requests considered at this time.
2. All properties along Main St. receive "like to like" classification – no "upzoning" to P4.

B3 CODE MODIFICATION LIST:
Matt Lewis prepared a list of modifications that were made to the final draft after it was delivered to Planning & Zoning Commission and City Council on September 20, 2019. This document is attached as an exhibit to this report.

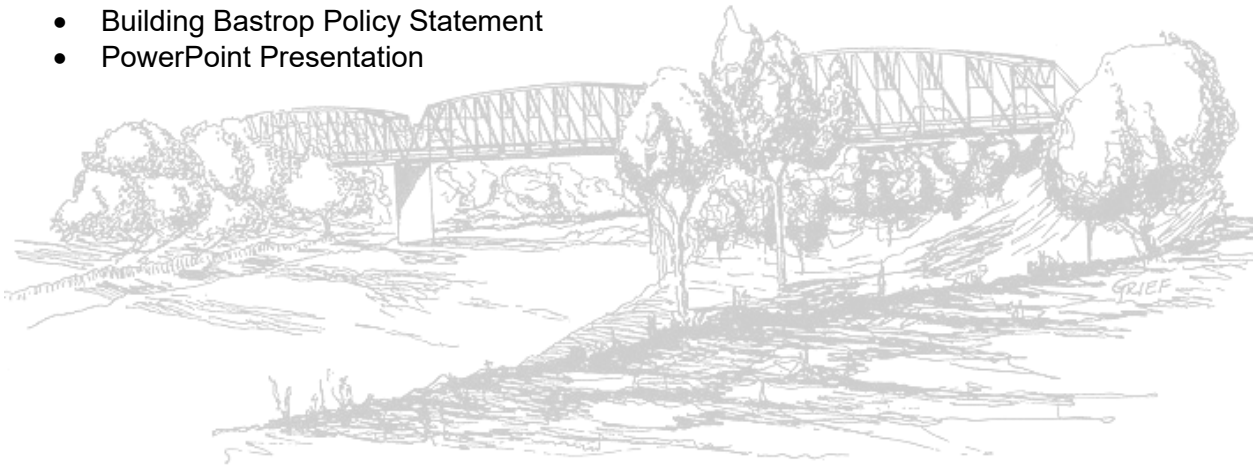
LCRA OVERLAY:
At the October 22, 2019 City Council Meeting, Council created an overlay district for the LCRA property with a base zoning of P4 that does not allow apartments and limits height of structures to 2 ½ stories or 35 feet.

On Page 71 of the B3 Codes, Section 3.1.006 – Place Type Overlays has been added. While LCRA is the only overlay, this section contemplates the addition of future overlays. The LCRA Overlay is established by reference: Resubdivision No. 2 The Compound, Lots 1, 2, 3, 4, and 5 as depicted on the included map. The LCRA Overlay restricts the height to 2.5 stories with a maximum of 35 feet and prohibits Apartment Buildings. Story and Apartment Building are defined in Chapter 10 of the Code.

RECOMMENDATION:
Consider action to approve the second reading of Ordinance No. 2019-51 of the City Council of the City of Bastrop, Texas adopting the Bastrop Building Block (B3) Code, as attached in Exhibit A; providing for findings of fact, adoption, repealer, severability, and enforcement; establishing an effective date; proper notice and meeting.

ATTACHMENTS:

- Ordinance
- B^3 Code
- B^3 Code Modification List
- Building Bastrop Policy Statement
- PowerPoint Presentation



ORDINANCE 2019-51

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ADOPTING THE BASTROP BUILDING BLOCK (B3) CODE, AS ATTACHED IN EXHIBIT A; AND PROVIDING FOR FINDINGS OF FACT, ADOPTION, REPEALER, SEVERABILITY, AND ENFORCEMENT; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

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

WHEREAS, the Bastrop City Council ("City Council"), as a duly-elected legislative body, finds that it is facing significant historic and contemporary land use challenges that existing regulations were not designed to address; and

WHEREAS, the City Council finds that the City has been actively and diligently engaged in its assessment of the City's subdivision ordinance, zoning codes, and the uniformity of its permitting process and goals for consistent and dynamic land uses; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, Texas Local Government Code Chapters 211, 213, 214 and 217 grant the City certain regulation authority concerning construction, land use, nuisances, structures, and development-related activities; and

WHEREAS, the City seeks to ensure that impending and future development is conducted in a fiscally-sustainable and environmentally responsible manner that honors the City's rich heritage and unique ecological makeup; and

WHEREAS, the City will change drastically if unlimited growth and development should occur under the City's existing Code of Ordinances, which no longer adequately address concerns about the effect of development on the City; and

WHEREAS, the City Council favors the development of construction projects in accordance with current regulations that are based on modern standards and state-of-the-art technology; and

WHEREAS, the City Council seeks to apply up-to-date regulatory systems to projects to the extent reasonably possible and within the confines of the law; and

WHEREAS, House Bill 3167 of the 86th Session of the Texas Legislature requires that a subdivision development plan, subdivision construction plan, site plan, land development application, site development plan, preliminary plat, general plan, final plat, and replat be approved, approved with conditions, or disapproved by staff and/or Planning & Zoning Commission within 30 days of submission or it is deemed approved by inaction; and

WHEREAS, on February 26, 2019, the City Council adopted a policy statement to ensure clarity and consistency for all revisions and additions to the City's land-use regulations; and

WHEREAS, on August 14, 2018, the City Council adopted a temporary moratorium on new development that would be detrimental to the citizens of the City and ETJ based on current land-use regulations; and

WHEREAS, on April 23, 2019, the City Council repealed the temporary moratorium and adopted an Enhanced Permit Review process and an updated Stormwater Drainage Design Manual to streamline new development while protecting the citizens of the City and the ETJ from detrimental development; and

WHEREAS, the City has hosted several events in the community to share future development plans and solicit community input on future development: on April 10, 2019, the City hosted a Transportation and Drainage Rodeo; on May 9, 2019, the City hosted a Code Update Rodeo to preview elements of the new draft code; on June 8, 2019, the City hosted a Pop-Up Street Project; and on June 26, 2019, the City hosted a Community Open House; and

WHEREAS, the draft Bastrop Building Block (B3) Code, the draft Bastrop Building Block Technical Manual, and the draft pattern book were released for public review and comment on May 24, 2019; and

WHEREAS, a Technical Manual Review Meeting was held on August 22, 2019, to solicit public comments on the Bastrop Building Block Technical Manual; and

WHEREAS, the Bastrop Building Block Code was approved by the Planning and Zoning Commission on September 26, 2019.

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

SECTION 1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. ADOPTION AND AMENDMENT

The City Council hereby adopts the Bastrop Building Block (B3) Code, as attached in Exhibit A.

SECTION 3. REPEALER

In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 4. SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 5. ENFORCEMENT

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

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

SECTION 7. OPEN MEETINGS

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ & ACKNOWLEDGED on First Reading on the 22nd day of October 2019.

READ & APPROVED on the Second Reading on the 12th day of November 2019.

APPROVED:

by _____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

BASTROP BUILDING BLOCK (B^3) CODE



CITY OF BASTROP, TEXAS
ADOPTION: November 2019

simplecity.design

THE CITY OF BASTROP, TEXAS

BASTROP CITY COUNCIL

Connie Schroeder, Mayor
Lyle Nelson, Mayor Pro Tem
William “Bill” Lewis Peterson
Drusilla Rogers
Bill Ennis
Dock Jackson
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Deborah Jones

BASTROP PLANNING & ZONING COMMISSION

Debbie Moore, Chair
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Tom Dawson
Cynthia Meyer
Matt Lassen
Greg Sherry
Pablo Serna
Glenn Johnson
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Past Commission Members:
Patrick Connell, Vice Chair
Richard Gartman

CITY STAFF

Lynda Humble, City Manager
James Altgelt, Assistant City Manager
Trey Job, Assistant City Manager
Alan Bojorquez, City Attorney
Matt Jones, Director of Planning & Development
Jennifer Bills, Assistant Planning Director
Andres Rosales, Fire Chief

SIMPLECITY DESIGN TEAM

Matt Lewis, CEO
Jordan Feldman, City Designer
John Foreman, Planner
Milosav Cekic, Architect
Dede Christopher, Architect & Illustrator
Contributors :
Howard Blackson
Geoff Dyer
Dan Bartman
Buie & Co.
Kimley-Horn and Associates

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EXECUTIVE SUMMARY

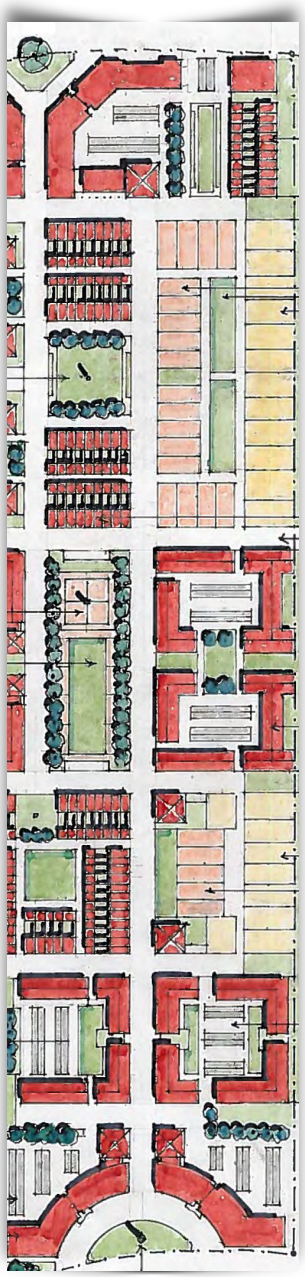
The creation of the Bastrop Building Block (B^3) Code was guided by the following City Council purpose statement:

"Create a fiscally sustainable community through land-use standards that are authentically Bastrop and geographically sensitive."

Recognizing the importance of retaining Bastrop's unique character and timeless charm, the community decided to take a journey. The journey began with a mission to repair and maintain existing Bastrop, then plan and design for the City's future and finally, turn the goals, vision, and mission of the community into the required expectations for growth. The Bastrop City Council initiated a temporary moratorium on new development to halt potential detrimental development from developing under the current outdated land-use regulations. The journey began in the summer of 2018, with an initiative called Building Bastrop. Building Bastrop became the initiative to guide responsible development that honors Bastrop's authentic past and prepares for the City's sustainable future.

To move forward with purpose and clarity, we must understand the historic development patterns Bastrop has and how they were created. Work began quickly by SimpleCity Design to extract the characteristics of the downtown, study the Standards and outcomes of current codes, and finally, create the Standards in this Code to govern the City into the future.

The patterns of the built and natural environment of Bastrop, the Comprehensive Plan, the Iredell Map, and the DNA of Downtown captured in the DNA Report were used to inform and shape the Standards of the B^3 Code. Public input was captured through a series of Rodeos, focusing on City design, and the B^3 Code specific Standards. The Rodeos provided a fun, open platform for participation and for real conversations to be held in many public forums. The Standards that makeup the basic Building Blocks of Bastrop were formulated during the process.



The Standards provide this Code with an element of flexibility and adjustability that can accommodate new ideas that come with modern Construction while maintaining the qualities that are essential to the community.

Bastrop welcomes development through:

-B³ Code Standards;

-B³ Technical Manual specifications;

-Pattern Book guidance;

-City of Bastrop Construction Manual; and

-City of Bastrop Development Manual

The alignment of the vision, mission, purpose statement, and the plans of the City have been brought together into a series of Standards, technical specifications, and unique patterns. The use of these Standards supports the creative culture and heritage that makes Bastrop authentic.

While the foundational characteristics of the City have been coded into these documents, they must be maintained to ensure they remain as best practices and relevant to the ever-changing City.

B³ CODE INTENT

The intent of the Code is to establish the Standards that enable, encourage, and ensure the community achieves:

- ✓ Fiscal Sustainability
- ✓ Geographically Sensitive Developments
- ✓ Perpetuation of Authentic Bastrop

The intent section is organized into three categories, from largest scale to smallest:

1. The City
2. The Neighborhoods
3. The Building Blocks & Buildings

THE CITY

THE CITY OF BASTROP WILL:

- Adopt Standards and processes that result in fiscally sustainable development and promote Incremental development with intentional character by focusing on the intersection of the Public and Private Realms;
- Retain its natural infrastructure and visual character derived from topography, woodlands, farmlands and waterways;
- Encourage Infill and redevelopment growth strategies along with new neighborhoods;
- Facilitate development of Infill properties contiguous to an existing built environment in the pattern of Traditional Neighborhood Development (TND) or Village Center Development (VCD) and be integrated with the existing grid pattern;
- Promote development of properties non-contiguous to an existing built environment organized in the pattern of Traditional Neighborhood Development (TND), Cluster Land Development (CLD), or Village Center Development (VCD);
- Plan and reserve Transportation Corridors in coordination with land development;
- Define and connect the built environment with trails and greenways; and
- Create a framework of transit, Pedestrian, and bicycle systems that provide alternatives to the automobile.

THE NEIGHBORHOOD

THE CODE PROMOTES:

- Complete neighborhood developments, not Residential subdivisions;
- Choosing Traditional Neighborhood Development as the preferred development pattern where the natural landscape allows;
- Developing along the frontage of the Colorado River, using the natural topography as a public amenity;
- Allowing independence to those who do not drive by having ordinary activities of daily living within walking distance of most dwellings;
- Interconnecting networks of Streets designed to disperse traffic and reduce the length of automobile trips;
- Building and maintaining a range of housing types and price levels within neighborhoods to accommodate diverse ages and incomes;
- Mixing Civic, institutional, and Commercial activities, not isolating them in remote single-use complexes;
- Enabling children to walk or bike to schools that are sized correctly and located nearby; and,
- Distributing a range of Civic Spaces including parks, squares, plazas, and playgrounds throughout the City.

THE BUILDING BLOCK AND THE BUILDING

WITHIN THE CODE:

- The Building Block scale is key to creating walkable, timeless places that can evolve with shifting trends;
- Buildings and landscaping contribute to the physical definition of Streets as Civic Spaces;
- Development adequately accommodate automobiles while respecting the Pedestrian in the Public Frontage;
- The design of Streets and buildings reinforce safe environments, but not at the expense of accessibility;
- Architecture and landscape design grow from local climate, topography, history, and building practice;
- Public gathering places provide as locations that reinforce community identity and ownership;
- Civic Buildings are distinctive and appropriate to a role more important than the other buildings that constitute the fabric of the City; and,
- The Preservation and renewal of historic buildings must be facilitated, to affirm the continuity and evolution of the City.

EXPLANATION OF THE CODE

The B³ Code is organized in a hierarchal structure from the highest scale, Citywide planning, to the smallest scale, the Lot and Building. This Code builds neighborhoods inclusive of all Place Types necessary to live in close proximity to services, a variety of housing types, and close access to nature. The location of a Place Type is handled by geographically determined Standards. The Place Types, align with the Street Types, the Frontage types, and Building Types to ensure all the components of the neighborhood work together in harmony. Each section of the Code provides Standards that guide development to be holistic to each Building, Street, Block, and neighborhood.

B³ DEVELOPMENT TABLES

The following B³ Development Tables contain the details necessary to develop using the Code. The text of the Code explains the Standards and how they are applied. They work together to create complete neighborhoods in a variety of forms and patterns.

	P1	P2	P3	P4	P5	EC
BLOCKS - *SEC. 7.4.002*						
BLOCK LENGTH MAX.	UNLIMITED	720 FT	330 FT	330 FT	330 FT	720 FT
BLOCK PERIMETER MAX.	UNLIMITED	2,880 FT	1,320 FT	1,320 FT	1,320 FT	2,880 FT
STREETS - *ARTICLE 7.2*						
BOULEVARD	NP	NP	NP	P	P	P
AVENUE	NP	NP	P	P	P	P
CONNECTOR	NP	P	P	P	P	P
NEIGHBORHOOD STREET I	NP	P	P	P	NP	NP

BLANK= BY WARRANT P = PERMITTED NP = NOT PERMITTED

	P1	P2	P3	P4	P5	EC
NEIGHBORHOOD STREET II	NP	P	P	P	NP	NP
COMMERCIAL STREET I	NP	NP	NP	NP	P	P
COMMERCIAL STREET II	NP	NP	NP	NP	P	P
COURT STREET	NP	NP	P	P	P	P
SLIP STREET	NP	NP	P	P	P	P
PARK DRIVE	P	P	P	P	P	NP
BOARDWALK	NP	NP	NP	NP	P	P
PEDESTRIAN STREET	NP	NP	P	P	P	NP
PEDESTRIAN SHEDS						
PLACE TYPE ALLOCATION PER PED SHED*	Varies	Varies	10-35%	25-75%	5-20%	

* Place Type allocation for Traditional Neighborhood Development.

CIVIC SPACE - *ARTICLE 7.5*						
PARK	P	P	P	NP	NP	NP
GREEN	NP	NP	P	P	P	P
SQUARE	NP	NP	NP	P	P	P
PLAZA	NP	NP	NP	NP	P	P
PLAYGROUND	P	P	P	P	P	P
COMMERCIAL PLACE	NP	NP	NP	P	P	P
POCKET PARK	NP	NP	P	P	P	P

BLANK= BY WARRANT P = PERMITTED NP = NOT PERMITTED

	P1	P2	P3	P4	P5	EC
COURT	NP	NP	P	P	P	P
CLOSE	NP	NP	P	P	P	P
BUILDING TYPES - *ARTICLE 6.5*						
REARYARD						
COMMERCIAL	NP	NP	NP	NP	P	P
APARTMENT	NP	NP	NP	P**	P	P
ROWHOUSE	NP	NP	NP	P	P	P
SIDEYARD						
SIDEYARD	NP	NP	NP	P	P	P
COURTYARD						
COURTYARD HOUSE	NP	NP	NP	P	P	P
COURTYARD APARTMENT BUILDING	NP	NP	NP	P**	P	P
EDGEYARD						
RANCH HOUSE, VILLA	NP	P	P	NP	NP	NP
HOUSE	NP	P	P	P	NP	NP
DUPLEX	NP	P	P	P	NP	NP
TRIPLEX, FOURPLEX	NP	NP	NP	P	NP	NP
ENCROACHMENT TYPES - *SEC. 6.5.002*						

** SEE PLACE TYPE OVERLAYS BLANK= BY WARRANT P = PERMITTED NP = NOT PERMITTED

	P1	P2	P3	P4	P5	EC
PORCH	NP	P	P	P	NP	NP
DOORYARD	NP	NP	NP	P	P	P
TERRACE	NP	NP	NP	P	P	P
STOOP	NP	P	NP	P	P	P
LIGHTWELL	NP	NP	NP	P	P	P
GALLERY	NP	NP	NP	P	P	P
ARCADE	NP	NP	NP	NP	P	P
LOT OCCUPATION - *SEC. 6.3.008*						
LOT COVERAGE		40% max	60% max	70% max	80% max	80% max
BUILDING FRONTAGE AT BUILD-TO-LINE		40% min	40% min	60% min	80% min	80% min
BUILD-TO-LINE		10 ft - no max	10 ft - 25 ft*	5 ft - 15 ft	2 ft - 15 ft	
BUILDING HEIGHT IN STORIES - *SEC. 6.5.003*						
PRINCIPAL BUILDING	NP	2 max	2 max	3 max**	5 max / 3 max Downtown	5 max
ACCESSORY DWELLING UNIT	NP	2 max	2 max	2 max	2 max	
FIRST LAYER ENCROACHMENTS - *SEC. 6.5.002*						

* Lots exceeding 1/2 acre may extend Build-to-Line up to 60 ft from the Frontage Line.

**SEE PLACE TYPE OVERLAYS BLANK= BY WARRANT P = PERMITTED NP = NOT PERMITTED

	P1	P2	P3	P4	P5	EC
OPEN PORCH	NP	50% max	50% max	80% max	NP	
BALCONY AND/OR BAY WINDOW	NP	25% max	25% max	50% max	100% max	
STOOP, LIGHTWELL, TERRACE OR DOORYARD	NP	NP	NP	100% max	100% max	
R.O.W. ENCROACHMENTS - *SEC. 6.5.002*						
AWNING, GALLERY, OR ARCADE				to within 2 ft. of the Curb		
ENCROACHMENT DEPTHS - *SEC. 6.5.002*						
PORCH		5 ft min	8 ft min	8 ft min	NP	
GALLERY		NP	NP	10 ft min	10 ft. min.	
ARCADE		NP	NP	NP	12 ft. min.	
PARKING LOCATION - *SEC. 6.3.006*						
SECOND LAYER		P	P	NP	NP	
THIRD LAYER		P	P	P	P	
SIGNAGE - *CH. 8*						
ADDRESS SIGN	P	P	P	P	P	
AWNINGS & SIGNS	NP	NP	NP	P	P	
BAND SIGNS	NP	NP	NP	P	P	

BLANK= BY WARRANT P = PERMITTED NP = NOT PERMITTED

	P1	P2	P3	P4	P5	EC
BLADE SIGNS	NP	NP	NP	P	P	
MARQUEE SIGNS	NP	NP	NP	NP	P	
NAME PLATE SIGNS	NP	NP	NP	P	P	
OUTDOOR DISPLAY CASE	NP	NP	NP	P	P	
SIDEWALK SIGNS	NP	NP	NP	P	P	
WINDOW SIGNS	NP	NP	NP	P	P	
YARD SIGNS	NP	NP	NP	P	NP	
MONUMENT SIGN	NP	NP	NP	NP	P	
PUBLIC LIGHTING TYPES - *SEC. 7.5.005*						
COBRA HEAD	P	P	NP	NP	NP	
PIPE	P	P	P	P	P	P
POST		P	P	P	P	P
COLUMN			P	P	P	P
DOUBLE COLUMN						

BLANK= BY WARRANT P = PERMITTED NP = NOT PERMITTED

B³ CODE DEVELOPMENT ELEMENTS

Character Districts - Character Districts are the largest regulating geographic boundary in the Code. They are informed by the natural landscape and geography of the community and by existing Civic Spaces and neighborhoods. They identify and represent the authenticity of Bastrop.

Development Patterns - The physical landscape lends itself to supporting a range of human settlement patterns. There are three distinct development patterns introduced in the Code: Traditional Neighborhood Development (TND), Cluster Land Development (CLD) and Village Center Development (VCD). Development patterns are geographically sensitive and regulated by the Character Districts.

Place Types- Place Types are the transition of places from natural to urban, through the use of specific Standards. Place Types replace conventional zoning districts with identifiable characteristics that represent seven arrangements of places. Place Types Standards were inspired by the DNA of the Bastrop community.

P1 - Nature	P4 - Neighborhood Mix	CS - Civic Space
P2 - Rural	P5 - Core	PDD - Planned Development District
P3 - Neighborhood	EC - Employment Center	

Street Types - Streets serve as the public spaces connecting places and people. They transition from natural to urban form. All modes of transportation and settlement patterns are supported by the variety of Street Types presented in the Code.

Block Types - Blocks are the foundation for development in Bastrop. The gridded network of Streets formed by the Bastrop Building Block has been proven to support each Place Type and all associated Standards in the Code. Block Types match the level of intensity of development they are serving. The Block Types will vary from rural to urban, becoming more formal as the urbanity increases. See the Pattern Book for more examples of Block Types.

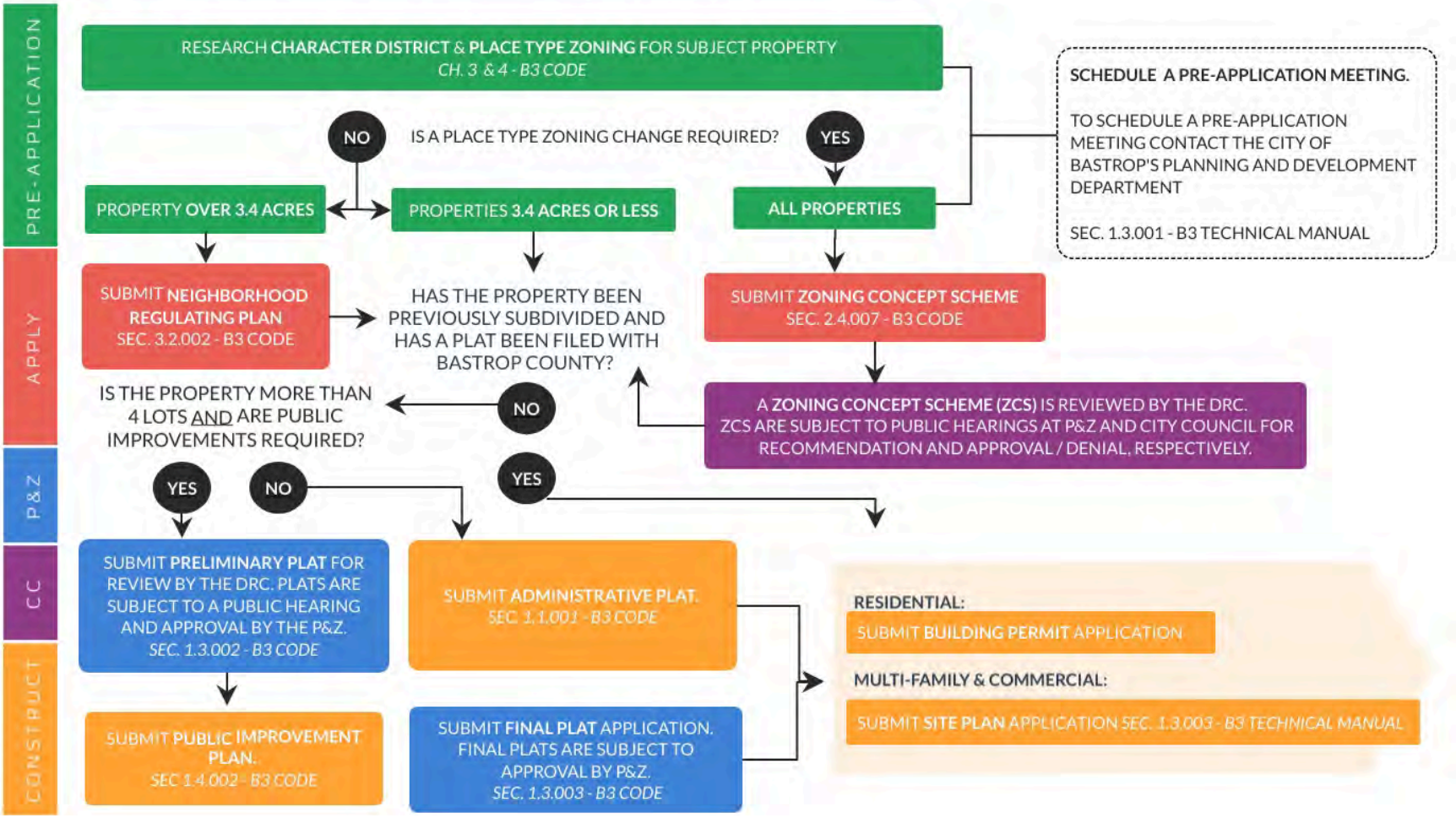
Building Types - Building Types correspond to the Place Types and Street Types. Building Types are contained within each Place Type to confirm the intensity of development aligns with the infrastructure and building forms to support the wide variety of Building Types.



Block Examples for illustrative purposes

See Chapter 10 - Definitions for defined terms. All defined terms are capitalized throughout this document.

B³ CODE FLOWCHART



DRC - DEVELOPMENT REVIEW COMMITTEE **CC - CITY COUNCIL** **P&Z - PLANNING & ZONING COMMISSION**

CHAPTER 1: SUBDIVISIONS

This chapter is the City of Bastrop's (City's) Subdivision Ordinance. It assist design professionals and Applicants in preparing Plats and reports needed for Plat recordation. It identifies requirements for preparing Standard Plats, Administrative Plats, Preliminary Plats, and Final Plats for the purpose of creating developable lots. The procedures of the Subdivision Chapter are authorized under the authority granted by Texas Local Government Code Chapter 212 and the City's Charter.



ARTICLE 1.1 PROVISION APPLICABLE TO ALL PLATTING PROCEDURES

SEC. 1.1.001 GENERAL PLATTING PROCEDURES

These Standards shall govern every person, firm, entity, association or corporation owning any tract of land within the City Limits or extraterritorial jurisdiction (ETJ) who proposes to:

(a) Divide the tract into 2 or more parts for the purpose of:

(2) Laying out any Subdivision of land or any addition to the City, or

(3) Laying out lots, Streets, alleys, parks or other portions of property intended for public use, or

(4) Using lots fronting thereon or adjacent thereto, by purchasers [or] owners of such lots or property.

(b) Modify any instrument previously adopted for any of the purposes noted herein.

There are two types of processes available through the City by that one may subdivide or modify prior subdivisions. They are:

(c) **Standard Plat** - Generally applicable for initial platting and modifications of plats and the criteria for an Administrative Plats are not met;

(d) **Administrative Plat** - Generally applicable for initial platting and minor modifications where no more than 4 lots are involved and that do not require the extension of public infrastructure and other criteria set by the City are met.

SEC. 1.1.002 DORMANT FINAL SUBDIVISION PLATS

(a) Expiration of Dormant Final Plats: Council approval of a Final Plat expires at the end of 365 days from the date of Planning & Zoning Commission approval, unless:

(1) The Final Plat has been recorded with the Bastrop County Clerk; or

(2) In the sole discretion of the Director of Planning & Development, substantial progress has been made on the development.

(3) The Planning & Zoning Commission may, if written request from the Applicant is received prior to the end of the 365-day period, in accordance with the uniform submittal schedule, so that the item can be placed on a Planning & Zoning Commission agenda prior to expiration. An extension for up to 180 additional days, may be granted. Only one such extension shall be granted. If any major changes are requested by the Applicant and/or are required by the Planning & Zoning Commission, the Planning & Zoning Commission may require submission of a new preliminary and/or a new Final Plat.

ARTICLE 1.2 PURPOSE, AUTHORITY, JURISDICTION

SEC. 1.2.001 AUTHORITY

The procedures of the Subdivision Chapter are authorized under the authority granted by Texas Local Government Code Chapter 212 and the City's Charter. The provision of this Subdivision Chapter expressly extends to all areas inside the City Limits and throughout the City's ETJ.

SEC. 1.2.002 PURPOSE

The provisions of the Subdivision Chapter are intended to provide for the orderly development of the City through the creation of neighborhoods that provide for light, air, recreation, transportation, water, Drainage, wastewater and other facilities by assuring compliance of land divisions and development with certain Drainage Standards contained in the City's Drainage Manual, the Subdivision requirements and Standards contained in this Code prior to site preparatory activities on individual lots, tracts or parcels.

SEC. 1.2.003 APPLICABILITY

The portions of this Subdivision Chapter applies to any non-exempt division or development of land within the City Limits of the City and within its ETJ.

SEC. 1.2.004 PERMITTING

Street numbers and/or Building permits shall not be issued for the Construction of any Building on any piece of property subdivided after April 20, 1981, unless the property has been subdivided in accordance with this Code, and all required Streets, utilities, Drainage, and other required improvements have been completed and submitted for approval by the City Engineer.

SEC. 1.2.005 EXCEPTIONS

A recorded Subdivision or development Plat is required prior to the issuance of a building permit with the following exceptions:

(a) Permits for an Accessory Building not connected to wastewater service.

(b) Permits for repair or remodeling of an existing Structure that involves no increase in square footage.

(c) Demolition permits, or permits for Removal of a Structure from a parcel or tract.

(d) Permits for new Construction or expansion, if all the following criteria are met:

(1) The current boundaries of the property existed in the same configuration on April 20,1981; and

(2) The Director of Planning & Development has determined there is no need for additional easements or right-of-way dedication.

(e) Exceptions for Infill Development:

(1) For the purposes of this Subdivision Chapter, an Infill property is land that has been previously developed and/or cleared land within existing neighborhoods.

(2) Exceptions to platting in these areas are for:

A. Construction of a Residential Dwelling and related Accessory Structures.

B. Permits for the expansion of existing Building up to a maximum of 50% of the original floor area.

SEC. 1.2.006 DEVELOPMENT MANUAL

The Development Manual dated October 22, 2019 is hereby adopted by reference as if set forth in full. The Development Manual shall contain specifications and policy guidance necessary to comply with the Texas Local Government Code Chapters 211 and 212 and the City's Subdivision and Zoning Ordinances. The Development Manual may be amended administratively from time to time by the Director of Planning & Development to maintain compliance with state law provisions and the City's Charter.

SEC. 1.2.007 BASTROP BUILDING BLOCK TECHNICAL MANUAL

The B^3 Technical Manual is hereby adopted by reference as if set forth in full. The B^3 Technical Manual shall contain specifications and policy guidance necessary to comply with the Texas Local Government Code Chapter 212 and the Standards of this Code.

ARTICLE 1.3 PLATTING PROCEDURES

SEC. 1.3.001 STANDARD PROCEDURE - PLATTING

(a) **Plat Required:** Refer to Texas Local Government Code Chapter 212, Subchapter A. Regulations of Subdivisions, Section 212.004 – Plat Required. All plats shall meet the requirements of the B^3 Code. Additional, all plats shall meet the requirements of Ordinance No. 2019-27, Enhanced Permit Review Process, as a condition prior to submitting a plat to the City.

(b) **Delegation of Approval Responsibility:** The City Council hereby delegates approval authority to the Director of Planning & Development in accordance with Texas Local Government Code Chapter 212, Subchapter A. Regulations of Subdivisions, Section 212.0065.

(c) **Vacating Plat:** Refer to Texas Local Government Code Chapter 212, Subchapter A. Regulations of Subdivisions, Section 212.013 – Vacating Plat.

(d) **Replat:** Refer to Texas Local Government Code Chapter 212, Subchapter A. Regulations of Subdivisions, Section 212.014 – Replatting without Vacating Preceding Plat; Section 212.0145 – Replatting without Vacating Preceding Plat: Certain Subdivisions; Section 212.015 – Additional Requirements for Certain Replats.

(e) **Amending Plat:** Refer to Texas Local Government Code Chapter 212, Subchapter A. Regulations of Subdivisions, Section 212.016 - Amending Plat.

(f) Refer to the City of Bastrop Development Manual for checklists and timelines, the B^3 Technical Manual for public notification and Plat submission requirements, and the Uniform Submittal Schedule for specific submittal dates.

SEC. 1.3.002 PRELIMINARY PLAT

(a) A Preliminary Plat is required if a property is being subdivided into 4 or more lots, right-of-way dedication with roadway improvements are required, and any public infrastructure is required.

(b) The purpose of a Preliminary Plat is to determine the general layout of the proposed Subdivision in order to facilitate review by the Planning & Zoning Commission of the proposed Subdivision's Streets and Drainage system, easements, utilities, Building lots, and other lots including Open Space.

(c) Preliminary plats shall be submitted for approval in accordance with this Section and submission requirements within the B3 Technical Manual and the City of Bastrop Development Manual and prior to the approval of Construction plans or a Final Plat.

(d) A Preliminary Plat is not a Permit, but is a procedural precursor necessary for the issuance of a Plat, which is a Permit.

(e) No Application will be deemed administratively complete and Filed on the next Uniform Submittal Date until the steps below are taken.

(1) **Step 1: Pre-Development Meeting.** In order to submit a Preliminary Plat, a Pre-Development Meeting is required.

A. To schedule a Pre-Development Meeting, Applicants shall be required to submit:

i. A Sketch Drawing of lots, blocks, and Street layout;

ii. A concept Drainage plan, as required in Section 2.B.3 of the Stormwater Drainage Design Manual; and

iii. A completed Pre-Development Meeting Application.

B. Staff will review applications for compliance with all existing and applicable state law and City requirements and provide written feedback to the Applicant within 5 business days of the conclusion of the meeting.

(2) **Step 2: Preliminary Drainage Plan.** A preliminary Drainage plan, as required in Section 2.B.4 of the Stormwater Drainage Manual, shall be submitted for approval by the City Engineer along with a geotechnical report by a qualified professional testing laboratory to determine the engineering characteristics of soil, rock and/or fill material such that a geotechnical engineer can then determine and design the type of foundations, earthworks, Drainage infrastructure design, and/or pavement subgrades required for the intended man-made Structures to be built. Once Step 2 is completed, the Applicant can proceed to Step 3.

(3) **Step 3: Infrastructure Plan.** A schematic Infrastructure Plan shall be submitted to the City Engineer for approval in accordance with Section 1.4.001 - Infrastructure Plan. Once Step 3 is completed, the Applicant can proceed to Steps 4 - 6.

(4) **Step 4: TxDOT.** All TxDOT requirements in Section 3.2.1 Administration and Review of the B^3 Technical Manual must be met and all required TxDOT permits shall be obtained and submitted to the City as a part of the Preliminary Plat submittal.

(5) **Step 5: Lost Pines Habitat Conservation Area.** If the Preliminary Plat is for property located in the Lost Pines Habitat Conservation Area, a copy of an approved Certification of Participation to Landowners from Bastrop County shall be obtained and submitted to the City as a part of the Preliminary Plat submittal.

(6) **Step 6: Temporary Construction Easements.** Temporary Construction easements for all infrastructure shall be acquired and submitted to the City as a part of the Preliminary Plat submittal.

SEC. 1.3.003 FINAL PLAT

A Final Plat provides detailed geographic information and associated text indicating property boundaries, easements, Streets, utilities, Drainage, and other information required for the maintenance of public records of the Subdivision of land. A Standard Final Plat shall be submitted for approval to the Planning & Zoning Commission, in accordance with this Code, the B3 Technical Manual, and the Bastrop Development Manual only after a Preliminary Plat is submitted and approved by the Planning & Zoning Commission and all requirements of Article 1.4- Standard Division Design Requirements are met. The Preliminary Plat must be valid at the time the Final Plat is submitted to the City for consideration by the Planning & Zoning Commission.

SEC. 1.3.004 PLAT REQUIREMENTS

See the City of Bastrop Development Manual for timelines, applications, and checklists.

See the B^3 Technical Manual for submission requirements and Plat details.

SEC. 1.3.005 WARRANTS AND VARIANCES

(a) The Development Review Committee (DRC) has the discretion to approve any Neighborhood Regulating Plan, Public Frontage submittal, Administrative Plat, Site Development, and/or building permit that deviates less than 5% from any specific standard prescribed in the Code.

(b) If not approved or the deviation is greater than 5%, the Applicant may request a Warrant or a Variance, The type of Application is determined by the DRC.

(c) The DRC shall have the authority to approve or disapprove administratively a request for a Warrant.

(d) An Appeal of a Warrant denial by the DRC shall be heard by the Planning & Zoning Commission for action. An Appeal of the Historic Landmark Commission's decision can be made in writing to the City Council within 10 business days of the Historic Landmark Commission's decision.

(e) Variances processes are further defined in Section 2.4.003(f) Zoning Board of Adjustment.

SEC. 1.3.006 LOTS OF RECORD

(a) A Lot of Record Verification is a document provided by the City acknowledging whether a particular tract of land was created lawfully. A legal or lawful division of land is one that was done in compliance with, or prior to, applicable Subdivision regulations which were adopted April 20, 1981. A parcel boundary used for property taxation or conveyed by deed to transfer ownership or title is not necessarily indicative of a lawfully created division of land. A Lot of Record Verification does not make claims as to ownership, title, or boundary locations.

(b) No Street number and no building permit shall be issued for the Construction of any Building on any piece of property subdivided after April 20, 1981, unless said property has been subdivided in accordance with this Code, and all required Streets, utilities, Drainage, and other required improvements have been completed and approved by the City Engineer.

(c) A Lot of Record will be recognized if the property:

(1) Was created by a Subdivision procedure; or

(2) Is currently in the same size, shape, and configuration as it was prior to April 20, 1981, as established by a comparison of property descriptions found in deeds or property transfer documents.

(3) Is greater than 5 acres with access to a public road and municipal utilities.

(d) Lot of Record Verification:

(1) A Lot of Record Determination is a document provided by the City acknowledging whether a particular tract of land was created lawfully. A parcel boundary used for property taxation or conveyed by deed to transfer ownership or title is not necessarily indicative of a lawfully created division of land. A Lot of Record Verification does not make claims as to ownership, title, or boundary locations.

(2) A request for Lot of Record Verification may be submitted to the Director of the Planning and Development.

(3) TheLot of Record Verification Request Form can be found in the Development Manual.

(e) Existing Lot of Record

(1) Existing lots of record may continue in the same configuration without the requirement to Plat until:

A. Any infrastructure extensions or upgrades are required to serve the Lot.

B. A change of use to a more intense use or a use from Residential to any other use.

ARTICLE 1.4 STANDARD DIVISION DESIGN REQUIREMENTS

SEC. 1.4.001 INFRASTRUCTURE PLAN

(a) **Format**. Drawings shall be 22"x 34"sheets at generally accepted horizontal and vertical engineering scales.

(b) **Content**. An Infrastructure Plan shall be submitted for approval to the City Engineer as required below. Technical specifications are in the B^3 Technical Manual.

(c) Prior to submitting a request for a Preliminary Plat, as noted in Sec. 1.3.002, the Infrastructure Plan shall be drawn to scale and shall contain the required information

in the City of Bastrop Development Manual Infrastructure Plan Checklist.

(d) **Submittal**. An Infrastructure Plan Submittal shall contain the following:

(1) Completed and signed Planning Application.

(2) Agent Authorization Letter.

(3) 8 copies of the Infrastructure Plan in compliance with Section 1.4.002 - Development Review Committee.

(4) 8 prints of the approved preliminary Drainage study by the City Engineer as required in Section 1.3.002 (b) - Step 2.

(e) **Incomplete Submissions.** All Infrastructure Plan submittals shall be reviewed for completeness and must be deemed administratively complete to be considered Filed. All incomplete submissions will be returned to Applicant. A request for a Plat will not be considered a Filed Application unless an approved Infrastructure Plan is submitted before or at the time of the submission of the request for a Plat.

(f) **Approval.** Within 30 days of the date that all required information has been accepted for review, the City Engineer shall approve or disapprove the Infrastructure Plan in compliance with the requirements of this Code.

SEC. 1.4.002 PUBLIC IMPROVEMENT PLAN REQUIREMENTS

Public Improvement Plans shall consist of detailed specifications and diagrams illustrating the location, design, and composition of all improvements identified in the Preliminary Plat phase and required by this chapter and other applicable City ordinances, codes and policies. Public Improvement Plans shall be submitted to the City for approval by the City Engineer. In addition, any Project that necessitates the Construction, Reconstruction or modification of existing City infrastructure shall also be submitted to the City for approval. The plans shall be kept by the City as a permanent record of required improvements in order to:

(a) Provide sufficient records that facilitate the operation and maintenance of, and any future modifications to existing City infrastructure.

(b) Provide data for evaluation of materials, methods of Construction and design.

(c) Provide documentation of approved public improvements to ensure that all such improvements are built to City Standards and specifications as required by the B^3 Technical Manual

(d) No Construction activities shall commence, until such time as Construction plans completely describing the on-site and off-site improvements required by this chapter and other applicable City ordinances and codes have been approved by the City Engineer and Notice to Proceed as been granted.

(1) **Format.** Drawings shall be on 22"x34" sheets at generally accepted horizontal and vertical engineering scales.

(2) **Content.** Public Improvement Plans shall include all on- and off-site improvements required to serve the proposed Development as indicated on the approved Preliminary Plat and in compliance with applicable ordinances, codes, Standards and policies of the City, and other applicable governmental entities. All Public Improvement Plans shall be signed and sealed by a licensed Professional Engineer, licensed to practice in the State of Texas, in compliance with Section 1.4.013 - Engineering Seal. The Public Improvement Plan shall be submitted for approval by the City Engineer, in accordance with Section 1.4.002 - Public Improvement Plan Requirements - of this Code after complying with Step 1 and 2 below:

A. **Step 1:** A final Drainage plan, as required in Section 2.B.5 of the Stormwater Drainage Manual, shall be submitted for approval to the City Engineer along with a geotechnical report by a qualified professional testing laboratory to determine the engineering characteristics of soil, rock and/or fill material such that a geotechnical engineer can then determine and design the type of foundations, earthworks, Drainage infrastructure design, and/or pavement subgrades required for the intended man-made Structures to be built. Once Step 1 is completed, the Applicant can proceed to Step 2.

B. **Step 2:** A Public Improvement Plan Submittal shall contain the following:

i. Completed and signed Planning Application.

ii. Agent Authorization Letter.

iii. 8 copies of the Public Improvement Plan in compliance with Section 1.4.002 - Public Improvement Plan Requirements - a and b.

iv. 8 prints of the approved final Drainage study by the City Engineer as required in Section 1.3.002(b) - Preliminary Plat - Step 2.

(e) See the City of Bastrop Development Manual for Public Improvement Plan submittal requirements and plan notes.

(f) **Incomplete Submissions.** All Public Improvement Plan submittals shall be reviewed for completeness and must be deemed administratively complete to be considered Filed. All incomplete submissions will be returned to Applicant on the date listed for completeness checks on the Uniform Submittal Dates adopted annually by City Council.

(g) **Approval.** Within 30 days of the date that all required information has been accepted for review, the City Engineer shall approve, approve with conditions or disapprove in compliance with Texas Local Government Code Chapter 212.009.

SEC. 1.4.003 PUBLIC IMPROVEMENT PLAN AGREEMENT (PIPA)

Prior to the scheduling of a Pre-Construction Meeting, a Public Improvement Plan Agreement (PIPA) shall be submitted to the Planning and Development Department for review. The submittal shall be 20 days prior to the desired City Council meeting date. Incomplete agreements will not be accepted by the Planning and Development Department. Within 6 days of the submission the Director of Planning & Development will determine if the agreement is complete. The Director of Planning & Development shall either place the PIPA on the next available regularly scheduled City Council meeting agenda for consideration or deny the submittal for incompleteness. Any deviation, omission, or inaccurate information of required elements on the City of Bastrop standard PIPA shall cause the Director of Planning & Development to deny the submittal. The PIPA shall be approved by the City Council prior to the scheduling of a Pre-Construction Meeting or the issuance of a Notice to Proceed. See the City of Bastrop Development Manual for a standard PIPA format.

SEC. 1.4.004 PRE-CONSTRUCTION MEETING

Prior to a Pre-Construction Meeting being conducted by the City Engineer, the following must first occur:

(a) approval of the Public Improvement Plan has been given by the City Engineer;

(b) a Public Improvement Plan Agreement has been approved by the City Council; and,

(c) requirements of the Public Improvement Plan Agreement have been satisfied.

No public improvements shall be installed or Construction activities commence prior to a Pre-Construction Meeting or the issuance of a Notice to Proceed. The City Engineer will be responsible for setting the Pre-Construction Meeting Agenda and notifying all required representatives of the meeting.

SEC. 1.4.005 NOTICE TO PROCEED

A Notice to Proceed Letter will be issued by the City Engineer after the approval of the Public Improvement Plan has been given by the City Engineer, a Public Improvement Plan Agreement has been approved by the City Council, and a Pre-Construction Meeting has been conducted by the City Engineer.

SEC. 1.4.006 INFRASTRUCTURE ACCEPTANCE

Once Construction of public infrastructure is completed, a walk-through will be conducted by the City Engineer with authorized representative(s). During the inspections, a punch-list will be created and must be completed. At the completion of all items on the punch-list, a 2 year maintenance bond must be Filed in accordance with approved Public Improvement Plan Agreement. A letter shall be submitted to the City from the Applicants engineer certifying that the improvements were built in accordance with the approved Public Improvement Plan. A letter of concurrence will be issued by the City Engineer stating that the improvements were built in accordance with the approved Public Improvement Plan, after which a Final Plat can be submitted to the City in accordance with Section 1.3.003 - Final Plat. Approval of a Final Plat constitutes acceptance of the infrastructure by the City.

SEC. 1.4.007 RECORD DRAWINGS

Record Drawings, or as-builts shall include the full set of Construction plans with the improvements shown as it was constructed. The record drawings shall reflect the original Site Plans modified to reflect the actual Construction. The plans shall include grading, entrance locations, pavement layout, striping, Curb and gutter, storm sewers in plan and profile, Building location(s), etc. Detention facilities grading

and outlet works shall be shown with a certification that the pond complies with the original design. A digital copy of the record drawing plans shall also be submitted in a format and coordinate system compatible with the City's geographic information system. Record drawing plans shall be submitted along with an engineer's concurrence letter prior to final acceptance

SEC. 1.4.008 EXPIRATION DATE

(a) A Public Improvement Plan shall expire 2 years from the date such plan was approved if substantial progress has not been made towards completion of the Project, pursuant to Section 245.005 of the Texas Local Government Code, as amended.

(b) Any Project, as defined under Chapter 245 of the Texas Local Government Code, as amended, shall expire if not substantially completed on the fifth (5) anniversary of the date the first permit Application was Filed for the Project, pursuant to Section 245.005 of the Texas Local Government Code, as amended.

SEC. 1.4.009 CHANGES IN APPROVED PLAN AND SPECIFICATIONS

After approval by the City Engineer, any changes in the plans and specifications shall be in compliance with the Preliminary Plat. If not, an amendment to the Preliminary Plat shall require the approval of the Planning & Zoning Commission on the same timeline and procedure as the original Preliminary Plat. Any changes in the plans and specifications, requiring an amended Preliminary Plat are subject to approval of the City Engineer.

SEC. 1.4.010 FEES

All fees shall be paid at the time of the submittal in accordance with the Code of Ordinances, Appendix A – Fee schedule.

SEC. 1.4.011 TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) PERMIT REQUIRED

No person, firm or corporation shall construct, reconstruct, alter or repair, remove or replace any Sidewalk, drive approach, or any concrete work on any TxDOT right-of-way within the City Limits without first obtaining an approved TxDOT permit. A copy of the approved TxDOT permit is required before a Preliminary Plat Application may be submitted for any Project with frontage on TxDOT right-of-way.

SEC. 1.4.012 REQUIREMENT FOR ENGINEERING LICENSE IN THE STATE OF TEXAS

The Applicant shall retain the services of an Professional Engineer, licensed in the State of Texas, whose seal shall be placed on each sheet of the drawings, and who shall be responsible for the design and inspection of the Drainage, roads and Streets, wastewater and sewer and water facilities within the subdivision. The services performed by the Engineer shall be designated in the most current issue of "Manual of Professional Practice – General Engineering Service," published by the Texas Society of Professional Engineers, and shall include both design and inspection as defined therein.

SEC. 1.4.013 ENGINEERING SEAL

The engineering seal used by an Professional Engineer licensed in the State of Texas must be in compliance with Texas Board of Professional Engineers.

CHAPTER 2: ZONING PROCEDURES



ARTICLE 2.1 GENERAL

SEC. 2.1.001 FEES FOR REVIEW OF ZONING CHANGE APPLICATIONS

(a) Fees shall be as provided for in the fee schedule. See adopted Fee Schedule in Appendix "A" in the City of Bastrop Code of Ordinances.

(b) An Application is not administratively complete until all applicable fees have been paid.

SEC. 2.1.002 FEES FOR REVIEW OF VARIANCE REQUEST OR APPEAL OF SITE PLAN

(a) Fees shall be as provided for in Appendix "A" in the City of Bastrop Code of Ordinances.

(b) An Application is not administratively complete until all applicable fees have been paid.

ARTICLE 2.2 ZONING ORDINANCE

Due to the nature of the Zoning Ordinance and the technicalities involved in adopting or amending it, such ordinance is printed herein as enacted, with only non-substantive formatting and style changes. Capitalization, punctuation and numbering of articles, sections and subsections have been retained as enacted. Subsequent amendments will be inserted in their proper place and denoted by a history note following the amended provisions. The absence of a history note indicates the material is unchanged from the original. Obvious misspelled words have been corrected without notation. Any other material added for purposes of clarification is enclosed in brackets.

ARTICLE 2.3 ENACTING PROVISIONS

SEC. 2.3.001 PURPOSE

(a) As authorized by Chapter 211 of the Texas Local Government Code, the Place Type Zoning Standards and Districts, as herein established, have been made in accordance with an adopted Comprehensive Plan for the purpose of promoting the public health, safety, morals and general welfare, and protecting and preserving places and areas of historical, cultural or architectural importance and significance in the City.

(b) Standards have been designed to lessen the congestion in the Streets; to secure safety from fire, and other dangers; to ensure adequate light and air; to prevent the overcrowding of land, to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, wastewater treatment, schools, parks, and other public requirements.

(c) The Standards for building neighborhoods require distribution of Place Types, to provide lifestyle and living variation that define distinct physical environments of varying degrees of urbanity and Development intensity. The "P" designation represents each Place Type's relative place on a continuum of low intensity to high intensity Development, from rural-to-urban, with the character and associated Standards of "P5" being more urban than those of "P4".

SEC. 2.3.002 COMPLIANCE REQUIRED

(a) All land, buildings, Structures or appurtenances thereon located within the City Limits that are hereafter occupied, used, constructed, erected, removed, placed, demolished, or converted shall be occupied, used, erected, altered, removed, placed, demolished or converted in conformance with the zoning Standards prescribed for the applicable Place Type Zoning District that such land or Building is located as hereinafter provided or subject to penalties as per Section 2.5.003 - Action and Penalties for Violations - of this Code. All of the Standards prescribed herein shall be considered as the minimum requirement unless explicitly stated otherwise.

(b) No uses shall be allowed that are prohibited by state law or that operate in excess of state or national environmental or pollution Standards as determined by the U.S. Environmental Protection Agency, Texas Air Control Board, Texas Department of State Health Services, or Texas Commission on Environmental Quality, or successor agency.

SEC. 2.3.003 ZONING UPON ANNEXATION

All territory hereinafter annexed to the City of Bastrop shall be classified as "P2" Rural until other Place Type Zoning is established by the City Council. The procedure for establishing Zoning other than "P2" if or [on] annexed territory shall conform to the procedure set forth in Chapter 2 of this Code.

(a) Following annexation, the Director of Planning & Development shall schedule public hearings to zone the recently annexed land.

(b) In an area classified as "P2" Rural:

(1) No permit for the Construction of a Building or use of land shall be issued by the Building Official other than a permit that will allow the Construction of a Building permitted in the "P2" District, unless and until such territory has been classified in a Place Type Zoning District other than the "P2" District.

(2) An Application for a building permit for any proposed use other than those specified in the "P2" District must be made to the Director of Planning & Development. If the Applicant shows that plans and other preparation for developing the property commenced prior to annexation by the City, as established by the Texas Local Government Code Chapter 43, City Council shall authorize the Construction of the Project by a majority vote.

SEC. 2.3.004 ANNUAL ADOPTION OF SCHEDULE OF UNIFORM SUBMITTAL DATES FOR SITE PLANS AND PLACE TYPE ZONING CHANGES

City Council will annually meet in September to adopt a Schedule of Uniform Submittal Dates in order to comply with Texas Local Government Code Chapter 211 for Zoning Changes, and Site Plan applications. The Schedule of Uniform Submittal Dates will include dates when applications will be accepted, when review for completeness checks will occur, when the Planning & Zoning Commission will meet, and/or when Administrative decisions by the Director of Planning & Development will occur.

ARTICLE 2.4 ADMINISTRATION

SEC. 2.4.001 NONCONFORMING USES AND STRUCTURES

(a) Intent of Provisions

(1) Within the districts established by this Code or amendments thereto, exist lots, Structures, uses of land, and characteristics of use that were lawful before this Code was enacted, amended or otherwise made applicable to such lots, Structures or uses, but that do not now conform to the Standards of the Code where they are located. It is the intent of this Code to permit such nonconforming lots, Structures or uses to continue, as long as the conditions within this Section and other applicable sections are met.

(2) It is further the intent of this ordinance that nonconforming uses shall not be enlarged upon, expanded or extended, intensified and not be used as a basis for adding other Structures or uses prohibited elsewhere in the same district.

(3) Nonconforming uses are hereby declared to be incompatible with the permitted uses in the districts involved.

(b) Nonconforming Status

(1) Any use, platted Lot, or Structure that does not conform with the Standards of the Place Type Zoning District description where it is located shall be deemed a nonconforming use or Structure when:

A. The use, platted Lot, or Structure was in existence and lawfully operating on the time of the passage of the previous Code passed September 14, 1999, and has since been in regular and continuous use; or

B. The use, platted Lot, or Structure is a lawful use at the time of the adoption of any amendment to this Code but by such amendment is placed in a district wherein such use, platted Lot, or Structure is not otherwise permitted and has since been in regular and continuous use; or

C. The use, platted Lot, or Structure was in existence at the time of annexation to the City and has since been in regular and continuous use.

(c) Continuing Lawful Use of Property & Existence of Structures

(1) The lawful use of land or lawful existence of Structures at the time of the passage of this Code, although such do not conform to the provisions hereof, may be continued; but if said nonconforming use or Structure is discontinued for a period of 6 months or longer, a rebuttable presumption is created that the nonconforming use was intended to be abandoned, any future use of said Premises shall be in conformity with the provisions of this Code.

(2) Discontinuance of a nonconforming use or Structure shall commence on the actual act or date of discontinuance. Abandonment of a nonconforming Structure shall commence on the act or date of abandonment.

(3) When a nonconforming use or Structure that does not meet the Development Standards in this Code ceases to be used for a period of 6 months or longer, such use shall not be resumed and proof of such event shall constitute prima facie evidence of an act of abandonment. Any nonconforming use that does not involve a permanent type of Structure or operation and that is moved from the Premises shall be

considered to have been abandoned. Manufactured homes and mobile homes may be replaced once per the Texas Occupations Code.

(4) No nonconforming use or Structure may be expanded, reoccupied with another nonconforming use, or increased as of the effective date of this Code, unless authorized by the ZBA.

(5) Conforming Residential uses on platted lots approved prior to this Code, that may now be nonconforming due to stricter Standards, shall be deemed in conformance with this Code as long as the use of the Lot is allowed in the respective district.

(6) Any existing vacant Lot platted prior to the adoption of this Code, that was legally conforming, shall be deemed a conforming Lot subject to the provisions applicable to Lots of Records as defined in Sec. 1.3.013.

(d) Changing Nonconforming Use:

(1) An expansion of a nonconforming Structure is allowed in accordance with the following:

A. A nonconforming use located within a Building may be extended throughout the existing Building, provided:

   i. No structural alteration over 50% the total appraised value as determined by the Bastrop County Central Appraisal District, may be made on or in the Building except those required by law to preserve such Building in a structurally sound condition.

   ii. No nonconforming use within a Building may be extended to occupy any land outside the Building.

B. Buildings or Structures that have been vacant or abandoned for more than 6 months and do not meet the Standards of this Code shall be allowed to be reoccupied if compliant with ICC, adopted Bastrop County Health District, and Fire Code and allowed by the Place Type, as determined by the ZBA.

C. Where a conforming use is located in a nonconforming Structure, the use may be changed to another conforming use by the process outlined in 2.4.001(f) - Completion of Structure. A

nonconforming use may not be changed to another nonconforming use.

(e) Restoration of Nonconforming Structure:

(1) If a Structure occupied by a nonconforming use is destroyed by fire, the elements, or other cause, it may not be rebuilt except to conform to the provisions of this Code. In the case of partial destruction of a nonconforming Structure not exceeding 50% of its total appraised value as determined by the Bastrop County Central Appraisal District, Reconstruction will be permitted, but the existing square footage or function of the nonconforming use cannot be expanded.

(f) Completion of Structures:

(1) Nothing herein contained shall require any change in the plans, Construction, or designated use of:

A. Buildings or Structures that a building permit has been issued or a Site Plan approved prior to the effective date of the adopted B3 Code, or

B. A Building or Structure for which a complete Application for a building permit was accepted by the Building Official on or before the effective date of these Standards, provided however that such building permit shall comply with all applicable Codes of the City effective on the date such Application was Filed.

SEC. 2.4.002 PLANNING & ZONING COMMISSION

(a) General:

The Planning & Zoning Commission shall function according to the following criteria that establishes membership and operating procedures.

(b) Created Membership, Officers and Alternates:

(1) There is hereby created, in accordance with Subchapter 211.007 of the Texas Local Government Code and the City's Charter, a Planning & Zoning Commission that shall consist of 9 citizens who reside in the City Limits. Members shall be appointed by the Mayor and confirmed by City Council for a term of 3 years. Terms of 1/3 of the Planning & Zoning Commission shall expire each year upon September 30th, or until a successor is appointed. Vacancies and unexpired terms of members shall be filled by the appointment of the Mayor and confirmed by City Council. These appointments shall be for the remainder of the term.

(2) Members may be removed from office at any time by a majority vote of the City Council for any reason. All members serve without compensation.

(3) Attendance requirements for the Planning & Zoning Commission members are set forth in the Code of Ordinances, Section 1.02.002(b), et seq.

(4) The City staff shall keep minutes of all meetings held by the Planning & Zoning Commission and full record of all recommendations to be made by the Planning & Zoning Commission to the City Council. Minutes shall constitute a report and record of all Planning & Zoning Commission meetings, including hearings.

(5) A Chair and Vice-chairman shall be elected by the Planning & Zoning Commission from its membership, each to hold office for 1 year or until replaced by a majority vote of the Planning & Zoning Commission.

(6) Alternates may be appointed by the Council when it's deemed necessary, and occurs in the same manner as the appointment of members.

(c) Quorum and Voting:

(1) Five members of the Planning & Zoning Commission shall constitute a quorum, and all members, including the presiding chairman, shall have the right of 1 vote each, a quorum being present.

(2) All actions by the Planning & Zoning Commission shall be by a majority vote of those members present and an affirmative vote of 5 members shall be necessary for the passage of any recommendation to the City Council.

(3) If any member has a conflict of interest, as defined by Chapter 171 of Local Government Code, in review of any item on the Planning & Zoning Commission's agenda, the member shall state such for the record and abstain from any discussion and from voting on the matter.

(d) Meetings:

(1) The Planning & Zoning Commission shall convene for regular meetings on the last Thursday of January through October, and on the last Thursday prior to Thanksgiving and Christmas holidays in November and December.

(2) The meetings shall be in the City Hall or other specified locations as may be designated by the Chair or Vice Chair, in the absence of the Chair. Special meetings shall be held at such intervals as may be necessary to orderly and properly transact the business of the Planning & Zoning Commission as called by the Chair or the Director of Planning & Development.

(e) Powers and Duties:

(1) The Planning & Zoning Commission shall be an advisory body to the City Council and shall make recommendations regarding amendments to the Comprehensive Plan, changes of Place Type Zoning and shall be the final authority for certain plats, as specified in Chapter 1, and they may review and recommend other planning related matters.

(2) The Planning & Zoning Commission shall conduct an annual review of the City's Comprehensive Plan and the B3 Code and be prepared to make such recommendations to the City Council as deemed necessary to keep the City's Comprehensive Plan and B3 Code current with the needs and uses of the City. The Planning & Zoning Commission shall serve in an advisory capacity on any planning related item(s) in the City.

(f) Procedure on Place Type Zoning Hearings:

(1) The procedure and process for Place Type Zoning changes and/or amendments shall be completed in accordance with Section 2.4.005 - Changes & Amendments to All Zoning Ordinances and Districts, and in accordance with Chapter 211 of Local Government Code.

SEC. 2.4.003 ZONING BOARD OF ADJUSTMENTS (ZBA)

(a) Creation:

There is hereby created and established a Board to be called the City of Bastrop Zoning Board of Adjustment (ZBA). The ZBA shall hear Appeals from Administrative decisions regarding Zoning, and in appropriate cases, subject to appropriate conditions and safeguards, may authorize Variances from the terms of City of Bastrop B3 Code.

(b) Membership; Terms of Office:

(1) The ZBA shall consist of 5 regular members and 2 alternate members who shall be appointed by the Mayor and confirmed by the City Council, in accordance with state law.

(2) Members of the ZBA shall regularly attend meetings and public hearings of the ZBA and shall serve without compensation. Attendance requirements for the ZBA members are set forth in the Bastrop Code of Ordinances, Section 1.02.002(b).

(3) Members may be removed by majority vote of the members of the City Council, for cause on a written charge after a public hearing. ZBA members may be appointed to succeed themselves.

(4) Any vacancy of a regular member shall be filled by an alternate member only for the unexpired term of the member whose term becomes vacant.

(c) Authority of Board:

(1) The ZBA has the authority, subject to the Standards established in Sections 211.008 to 211.011 of the Texas Local Government Code and those established herein, to exercise the following powers and perform the following duties:

A. Hear and decide an Appeal that alleges error in an order, requirement, decision, or determination made by an administrative official in the enforcement of this Code;

B. Authorize the expansion or continuation of a nonconforming use or Structure; and

C. Authorize in specific cases a Variance from the terms of this Code.

D. In exercising its authority under "A" above, the ZBA may reverse or affirm, in whole or in part, or modify the administrative official's order, requirement, decision, or determination from which an Appeal is taken and make the correct order, requirement, decision, or determination, and for that purpose the ZBA has the same authority as the administrative official.

(2) The concurring vote of 75% of the members of the ZBA is necessary to:

A. Reverse an order, requirement, decision, or determination of an administrative official;

B. Decide in favor of an Applicant on the proposed expansion of a nonconforming use or Structure; or

C. Authorize a Variance from the terms of this B3 Code.

(d) Limitations on Authority of the ZBA:

(1) The ZBA cannot grant a Variance authorizing a use or Building type other than those permitted in the Place Type Zoning district unless it is a nonconforming use or Structure.

(2) The ZBA cannot to grant a Place Type Zoning amendment. In the event that a request for a Place Type Zoning amendment is pending before the Planning & Zoning Commission or the City Council, the ZBA shall neither hear nor grant any variances with respect to the subject property until final disposition of the Place Type Zoning amendment.

(3) The ZBA cannot grant a Variance for any parcel of property or portion thereof that a Site Plan, Preliminary Plat, or Final Plat, where required, is pending on the agenda of the Planning & Zoning Commission and, where applicable, by the City Council. All Administrative remedies available to the Applicant shall have been exhausted prior to hearing by the ZBA.

(4) If a proposed Site does not conform to the Place Type Zoning District Standards and a Variance has been requested, the Planning & Zoning Commission and/or the City Council may defer its actions until the ZBA has acted on the Variance requests.

(e) Quorum and Voting:

Each case before the ZBA must be heard by at least 75% of its members or alternate members. Meetings of the ZBA are held at the call of the presiding officer or the Director of Planning & Development. All meetings of the ZBA shall be open to the public. The ZBA shall keep minutes of its proceedings that indicate the vote of each member. The minutes and records of the ZBA shall be filed promptly in the City Secretary's Office and are public records.

(f) Variances:

(1) The ZBA may authorize a Variance from these Standards when, in its opinion, undue hardship will result from requiring strict compliance. In making the findings hereinafter required, the ZBA shall take into account the nature of the proposed use of the land involved, existing uses of land in the vicinity, and the probable effect of such Variance upon traffic conditions and upon the public health, safety, convenience and welfare in the vicinity.

(2) In order to grant a Variance from these zoning Standards, the ZBA must make written findings that undue hardship exists, using the following criteria:

A. Special circumstances or conditions exist that affect the land involved such that the strict application of the provisions of this Code would deprive the Applicant of the reasonable use of the land.

B. The Variance is necessary for the preservation and enjoyment of a substantial property right of the Applicant.

C. Granting of the Variance will not be detrimental to the public health, safety or welfare or injurious to other property in the area, and the spirit of the ordinance will be observed. Variances shall be granted only when in harmony with the general purpose and intent of this Code.

D. Granting of a Variance is consistent with the Comprehensive Plan and will not have the effect of preventing the orderly use of other land in the area in accordance with the provisions of this Code.

E. Granting of a Variance must be predicated on a finding that the Applicant's practical difficulties or unnecessary hardship arise from unusual conditions or circumstances, including topography or the exceptional irregularity of the land involved, that are not shared generally by other parcels in the neighborhood or district.

F. A Variance is to be denied if conditions or circumstances relied on for a Variance were created by a person having an interest in the property.

G. Financial hardship to the Applicant, standing alone, shall not be deemed to constitute a hardship.

H. The Applicant bears the burden of proof in establishing the facts justifying a Variance, which shall be documented in the record.

(g) Nonconforming Uses and Structures:

(1) The ZBA shall have the authority to authorize the expansion or enlargement of a nonconforming use, or the expansion, enlargement or structural Alteration to a Structure containing a nonconforming use, when such an expansion, enlargement or Alteration would not tend to prolong the life of the nonconforming use. Upon review of the facts, the ZBA may establish a specific period of time for the occupancy to revert to a conforming use; and

(2) To authorize the Reconstruction and occupancy of a nonconforming Structure, or a Structure containing a nonconforming use, where such Structure has been damaged by fire, the elements, or other cause to the extent of more than 60%, but less than the total, of the replacement cost of the Structure on the date of the damage. Such action by the ZBA shall have due regard for the property rights of the person or persons affected, and shall be considered regarding the public welfare, character of the area surrounding such Structure, and the conservation, Preservation and protection of property; and

(3) ZBA shall have the authority to authorize the enlargement, expansion, or repair of a nonconforming Structure in excess of 60% of its current value. In such instance, current value shall be established at the time of Application for a hearing before the ZBA.

A. If such expansion or enlargement is approved by the ZBA, all provisions of the district that the Structure is located shall apply to the new Construction on the Lot or parcel.

(4) To authorize a change of use from one nonconforming use to another nonconforming use, provided that, if such change is to a use of a more restrictive classification, the Building or Structure containing such nonconforming use shall not revert to the former lower or less restricted classification. The ZBA may establish a specific period of time for the conversion of the occupancy to a conforming use. Any change of a nonconforming use consistent with this section shall

be in accordance with the provisions of Section 7 of this Code.

(5) To authorize the occupancy of an abandoned nonconforming Structure. Such action by the ZBA shall have due regard for the Comprehensive Plan, the property rights of the person or persons affected and shall be considered in regard to the public welfare and safety, character of the area surrounding such Structure, and the conservation, Preservation and protection of property.

(h) Procedure for Variances:

(1) An Application for a Variance shall be made in writing in a form prescribed by the ZBA and shall be accompanied by the required fee in compliance with Appendix A – Fee Schedule, a Site Plan and additional information may be requested in order to properly review the Application. Such information may include, but is not limited to an existing Plat and Site Building plans.

(2) The Director of Planning & Development or other authorized official shall visit the Site and the surrounding area where the proposed Variance will apply and shall report their findings to the ZBA.

(3) The ZBA shall hold a public hearing no later than 45 days after the date the Application for action or an Appeal is filed. Notice of a public hearing shall be provided to all property owners within 200 feet of the affected property within 10 days prior to the public hearing and also published in the official local newspaper within 10 days prior to the public hearing.

(4) The ZBA shall not grant a Variance unless it finds, based on competent evidence, that each of the conditions in requirements for granting the Variance has been established. The ZBA's findings, together with the specific facts that the findings are based, shall be incorporated into the official minutes of the ZBA meeting that the Variance is granted or denied.

(5) The ZBA may impose such additional conditions, limitations and safeguards as it deems appropriate upon the granting of any Variance. Violation of any such condition, limitation or safeguard shall constitute a violation of this Code.

(6) Any rights authorized by a Variance that are not exercised within 1 year from the date of granting such Variance shall lapse and may be reestablished only after Application and a new hearing in accordance with this Code.

(i) Appeals of Administrative Decisions:

(1) Any of the following persons may appeal to the ZBA a decision made by an administrative official that is related to a specific Application, address, or Project:

A. A person who:

i. Filed the Application that is the subject of the decision;

ii. is the owner or representative of the owner of the property that is the subject of the decision; or

iii. is aggrieved by the decision and is the owner of real property within 200 feet of the property that is the subject of the decision; or

iv. any officer, department, board, or bureau of the municipality affected by the decision.

(2) The appellant must file with the ZBA and the official against whom the Appeal is taken a written notice of Appeal specifying the grounds for the Appeal within 20 days after the decision has been rendered. The officer to whom the Appeal is made shall immediately transmit to the ZBA all papers constituting the record of the action that is appealed.

(3) An Appeal stays all proceedings in furtherance of the action that is appealed unless the official from whom the Appeal is taken certifies in writing to the ZBA that facts supporting the official's opinion that a stay would cause imminent peril to life or property. In that case, the proceedings may be stayed only by a restraining order granted by the ZBA or a court of record on Application, after notice to the official, if due cause is shown.

(4) The appellant party may appear at the Appeal hearing in person or by agent or attorney.

(5) If the ZBA finds that the administrative official made an error in the Application or interpretation of the Code in a particular instance, the ZBA may reverse or affirm, in whole or in part, or modify the administrative official's order, requirement, decision or determination that an Appeal is taken, and make the correct order, requirement, decision, or determination.

(f) Judicial Review of Board Decisions:

(1) Pursuant to Local Government Code, Section 211.011, "Judicial Review of Board Decision," persons aggrieved by a decision of the ZBA may present to a court of record a verified petition stating that the decision of the ZBA is illegal in whole or in part and specifying the grounds of the alleged illegality.

(2) Pursuant to state law, any such petition complaining of the ZBA's decision must be filed with a district court, county court, or county court at law within 10 days after the date of the ZBA's decision is filed in the Planning & Development Department.

(k) Fees:

(1) Fees shall be as provided for in the Fee Schedule. See adopted Fee Schedule in Appendix "A" in the City of Bastrop Code of Ordinances.

(2) A – Fee schedule. See adopted Fee Schedule in Appendix "A" in the City of Bastrop Code of Ordinances.

SEC. 2.4.004 DEVELOPMENT REVIEW COMMITTEE

(a) Purpose:

The Development Review Committee (DRC) shall be organized to generally ensure compliance by the Applicant with all applicable codes, regulations, laws, ordinances, and plans and to coordinate examination of Development proposals to ensure that all City requirements, established by ordinance, resolution or policy, have been met without conflict. The Development Review Committee shall have all the power and duties specifically provided for herein.

(b) Organization and Membership. The Development Review Committee shall consist of City staff, those being representatives from:

(1) Planning & Development/Building Inspections.

(2) Engineering Department

(3) Public Works/Parks/Water/Wastewater.

(4) Utility Department

(5) Fire Department

(6) City Manager's Office.

(c) Powers and Duties:

(1) Provide a series of technical reviews and analysis of each Project in a holistic manner to provide quick turnaround reviews, reduce comment conflicts, provide consistent feedback to each Applicant and Project, and ensure all recommendations for disapproval have clear and convincing evidence to meet the requirements state law and this Code.

(2) Approve applications that meet the intent, Standards, and requirements, if no public hearing is required by state law or by the City's Charter.

(3) Recommend approval or disapproval of exceptions or waivers to Planning & Zoning Commission in accordance with the City's Code of Ordinances and B^3 Technical Manual, or other Standards.

(4) In May of each year, conduct annual review of all technical manuals and provide a consolidated list of recommendations for City Council considerations, if needed.

SEC. 2.4.005 CHANGES & AMENDMENTS TO ALL ZONING ORDINANCES & DISTRICTS

(a) Declaration of Policy and Review Criteria:

The City declares the enactment of these Standards governing the use and Development of land, buildings, and Structures as a measure necessary to the orderly Development of the community. Therefore, no change shall be made in these Standards or the boundaries of the Place Types Zoning districts except:

(1) To correct any error in the Standards or map.

(2) To recognize changed or changing conditions or circumstances in a particular area of the City.

(3) To recognize changes in technology, the style of living, transportation, utilities, law, the economy, or manner of conducting Business.

(4) To change the property to uses in accordance with the approved Comprehensive Plan.

(b) In making a determination regarding a requested Place Type Zoning change, the Planning & Zoning Commission and City Council shall consider the following factors:

(1) Whether the Place Type characteristics 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.

(2) Whether the proposed change is in accord with the Comprehensive Plan, 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.

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

(4) The recent rate that land is being developed in the same Place Type classification as the request, particularly in the vicinity of the proposed change.

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

(6) Any other factors that will substantially affect the public health, safety, or general welfare.

(c) Authority to Amend Ordinance:

(1) The City Council may from time to time, after receiving a final report by the Planning & Zoning Commission and after public hearings required by law, amend, supplement, or change the Standards herein provided or the boundaries of the Place Types Zoning Districts specified on the Place Type Zoning Map. Any Ordinance Standards or Place Type Zoning District boundary amendment may be ordered for consideration by the City Council, be initiated by City, the Planning & Zoning Commission, or be requested by the owner of the property, or the authorized representative of an owner of the property.

(2) Consideration for a change in any district boundary line or special zoning standard may be initiated only with written consent of the property owner, or by the Planning & Zoning Commission or City Council on its own motion when it finds that public benefit will be derived from consideration of such matter. In the event the ownership stated on an Application and that shown on the City records are different, the Applicant shall submit proof of ownership.

(3) No person who owes delinquent taxes, delinquent paving assessments, impact fees, or any other

delinquent debts or obligations to the City of Bastrop, and that are directly attributable to a piece of property requested for zoning shall be allowed to submit a Place Type Zoning request until the taxes, assessments, debts, or obligations directly attributable to said property and owed by the owner or previous owner thereof shall have been first fully discharged by payment, or until an arrangement satisfactory to the City has been made for the payment of such debts or obligations. It shall be the Applicant's responsibility to provide evidence or proof that the taxes have been paid.

SEC. 2.4.006 PLACE TYPE EC - EMPLOYMENT CENTER STANDARDS AND PROCESS

(a) The default Development Standards for properties designated as Place Type EC are the P5 Development Standards as defined in Article 3.2 - Place Type Development Standards.

(1) P5 Building Types, Article 6.5 - Building Types, are not applicable in EC; and,

(2) Lot Occupancy is determined by the Applicant and submittal for approval to the DRC.

(b) New Place Type Zoning change requests to EC:

(1) The Applicant shall submit a Zoning Concept Scheme with all proposed Development Standards as required for a complete Application for a Zoning Concept Scheme submittal.

(2) Work collaboratively with the City to determine the appropriate Standards and Development parameters for the property if P5 Standards conflict with the Project.

A. The determinations for Standards shall follow the sequences as stated in Section 3.2.001.b.;

B. EC will only be permitted in the Character Districts that allow EC Place Types;

C. When determining the base Standards, the treatment of the Public Frontage shall align with the intent of this Code and B^3 Technical Manual Standards.

D. This process will require public hearings in accordance with state law before the Planning & Zoning Commission and City Council.

SEC. 2.4.007 ZONING CONCEPT SCHEME

(a) Application:

(1) Each Application for a Place Type Zoning change or for an amendment or change to the existing provisions of this Place Type Zoning Ordinance shall be made in writing on an Application form available at the City, Filed with the City and shall be accompanied by payment of the appropriate fee as established by the City of Bastrop, Texas fee schedule. See adopted Fee Schedule in Appendix "A" in the City of Bastrop Code of Ordinances.

(2) Any Application for a Place Type Zoning or for an amendment or change shall require a Zoning Concept Scheme. The Zoning Concept Scheme shall be submitted by the Applicant at the time of the Place Type Zoning request. The Zoning Concept Scheme shall show the Applicant's intent for the use of the land within the proposed area in a graphic manner, as required, and supported by written documentation of proposals and Standards for Development. The City may prepare Application form(s) that further describe and explain the below requirements.

(3) See Development Manual for the Zoning Concept Scheme checklist and B^3 Technical Manual for Application requirements.

(b) Public Hearing and Notice:

(1) Prior to making its report to the City Council, the Planning & Zoning Commission shall hold at least one public hearing on each Application as applicable by state law (Texas Local Government Code Chapter 211, as amended). Written notice of all public hearings on proposed changes in district boundaries shall be sent to all owners of property, as indicated by the most recently approved municipal tax roll, of real property within 200 feet of the property on which the change in classification is proposed, within not less than 10 days before such hearing is held. Such notice may be served by using the last known address as listed on the latest approved tax roll and depositing the notice, postage paid, in the United States mail.

(2) Notice of hearings on proposed changes in the text of the Zoning Ordinance shall be accomplished by one publication not less than 15 days prior thereto in the official newspaper of the City. Changes in the ordinance text that do not change Place Type Zoning

district boundaries do not require written notification to individual property owners.

(c) Failure to Appear:

(1) Failure of the Applicant or their representative to appear before the Planning & Zoning Commission or City Council for more than one hearing without an approved delay by the City Manager shall constitute sufficient grounds for the Planning & Zoning Commission or the City Council to table or deny the Application unless the City is notified in writing by the Applicant at least 72 hours prior to the hearing. If the City receives written notification at least 72 hours prior to the hearing, the City shall reschedule consideration of the item for the next regular meeting.

(d) Planning & Zoning Commission Consideration and Report:

(1) The Planning & Zoning Commission, after the public hearing is closed, shall prepare its report and recommendations on the proposed change stating its findings, its evaluation of the request and of the relationship of the request to the Comprehensive Plan. The Planning & Zoning Commission may defer its report for not more than 45 days from the time it is posted on the agenda or until it has had an opportunity to consider other proposed changes that may have a direct bearing thereon unless a postponement is requested by the Applicant. If the Planning & Zoning Commission has not acted, the request shall be sent to the City Council as a recommendation to deny.

(e) Denial:

(1) If the Planning & Zoning Commission recommends denial of the Place Type Zoning change request, it shall offer reasons to the Applicant for the denial.

(f) City Council Consideration:

(1) Applications Recommended for Approval by the Planning & Zoning Commission

A. Every Application that is recommended for approval by the Planning & Zoning Commission shall be automatically forwarded to the City Council for setting and holding of the public hearing. No change, however, shall become effective until after the adoption of an ordinance.

(2) Applications Recommended for Denial by the Planning & Zoning Commission:

A. When the Planning & Zoning Commission makes a recommendation that an Application should be denied, the request, in its original form, will automatically be placed on the City Council agenda unless requested not to by the Applicant within10 business days of such action.

(g) Resubmission of Applications:

(1) No applications for a change of Place Type Zoning classification shall be accepted if a similar Application for the same property has been denied by the City Council within the preceding 12 month period. However, the City Council may, if requested in writing, reconsider an Application previously denied within a period of 30 days from such denial if such denial was based upon erroneous or omitted information or if substantial new information is presented that was not reasonably available at the time of the original Application submission. Such reconsideration shall only be heard if agreed by 4 or more members of the City Council. No previous denial shall be overturned except by a majority vote of the City Council.

(2) Written notice of any such reconsideration shall be given by U.S. mail to all property owners within 200 feet of the subject property at least 10 days prior to any reconsideration hearing. All costs of such notices shall be paid by the Applicant for reconsideration prior to any vote on the matter.

(h) City Council Hearing and Notice for Zoning Changes:

(1) Notice of the City Council public hearing shall be given by publication in the official newspaper of the City, stating the time and place of such hearing, that shall be at least 15 days after the date of publication.

(i) Three-Fourths Vote:

(1) A favorable vote of three-fourths of all members of the City Council shall be required to approve any change in zoning when written objections are received from 20% of the owners of the area within the required notification area of the adjacent landowners that comply with the provisions of Section 211.006 of theTexas Local Government Code of the, commonly (referred to as the “20% rule”).

(2) If a protest against such proposed amendment, supplement or change has been Filed with the City

Secretary, duly signed and acknowledged by the owners of 20% or more, either of the area of the lots included in such a proposed change or those immediately adjacent to the area thereof extending 200 feet therefrom or of those directly opposite thereto extending 200 feet from the Street frontage of such opposite lots, such amendments shall not become effective except by a three-fourths vote of the City Council.

(3) When the Planning & Zoning Commission makes a recommendation(s) that a proposed Place Type Zoning change be denied, the request (in its original form) shall require a three-fourths majority vote from City Council for it to be approved.

(j) Final Approval and Ordinance Adoption:

(1) Upon approval of the Place Type Zoning request by the City Council, the Applicant shall submit all related material with revisions, if necessary, to the City for the preparation of the amending ordinance.

(2) The Place Type Zoning request shall be approved by the City Council in a Public Hearing and may approve rezoning with conditions.

(k) Joint Public Hearings:

(1) As authorized in Section 211.007(d) of the Texas Local Government Code, the City Council prescribes the type of notice to be given of the time and place of a public hearing held jointly by the City Council and Planning & Zoning Commission for consideration of a Place Type Zoning change shall be the same as for any other type of hearing on a proposed zoning change.

(l) Procedure for Newly Annexed Land:

(1) As soon as reasonable, after an annexation ordinance is approved by the City Council, the Director of Planning & Development shall prepare an Application for zoning the newly annexed land from “P2 " Rural to a more permanent Place Type Zoning District. The Application shall be placed on the Planning & Zoning Commission's agenda. All procedures as set forth in this section shall apply.

(m) Fees:

(1) Fees shall be as provided for in the Fee Schedule. See adopted Fee Schedule in Appendix “A” in the City of Bastrop Code of Ordinances.

ARTICLE 2.5 PENALTIES

SEC. 2.5.001 EFFECT OF INTERPRETATION

(a) Applying Provisions:

In interpreting and applying the provisions of this Code, applications shall be held to the minimum requirements for the promotion of the public safety, health, convenience, comfort, prosperity, or general welfare. It is not intended by this Code to interfere with or abrogate or annul any easements, covenants or other agreements between parties, provided, however, that where this Code imposes a greater restriction upon the use of buildings or Premises or upon height of buildings, or requires larger Open Spaces than are imposed or required by agreements, the provisions of this Code shall govern.

SEC. 2.5.002 ACTIONS AND PENALTIES FOR VIOLATIONS

(a) Stop Work Order:

The Director of Planning & Development, or other duly authorized City official may order all work, including Site clearing or other Site preparation, stopped on any Site where a significant violation of this Code is found.

(b) Legal Action:

The City Council may direct the City Attorney to initiate injunction, mandamus, abatement or any other action available in law or equity to prevent, enjoin, abate correct or remove such unlawful Structure, use or work. The City Attorney is hereby authorized to unilaterally initiate legal action under this section when deemed an urgent necessity to preserve the public health, safety, or welfare. When initiating such legal action without the City Council's prior approval, the City Attorney shall report to the City Council at or before the next regular City Council meeting.

(c) Fines for Violations:

Any person or corporation violating any of the provisions of this Code shall, upon conviction, be fined any sum not exceeding $2,000.00 and each and every day that the provisions of this Code are violated shall constitute a separate and distinct offense. In addition to the said penalty provided for, the right is hereby conferred and extended upon any property owner owning property in any district, where such property owner may be affected or invaded, by a violation of the terms of the Ordinance, to bring suit in such court or courts having jurisdiction thereof and obtain such remedies as may be available at

law and equity in the protection of the rights of such property owners.

SEC. 2.5.003 VALIDITY

(a) Effect of Invalid Sections:

If any section, paragraph, Subdivision, clause, phrase, or provision of this Code shall be adjudged invalid or held unconstitutional, the same shall be deemed severable and shall not affect the validity of this Code as a whole or any part or provision thereof other than the part so decided to be invalid or unconstitutional.

CHAPTER 3: PLACE TYPE ZONING DISTRICTS



ARTICLE 3.1 PLACE TYPE ZONING DISTRICTS

SEC. 3.1.001 GENERAL

The establishment of Place Types in the City of Bastrop, Texas, are intended to promote compatible patterns of land use and Site Development consistent with the City's adopted Comprehensive Plan.

SEC. 3.1.002 PLACE TYPES ESTABLISHED

The City of Bastrop is hereby divided into 8 Place Types that are established in Section 3.1.005. All land within the City Limits shall be classified into one of the following Place Type Zoning Districts in Section 3.1.005.

(a) A summary of the Standards of the Place Type Zoning Districts is included in 3.2 Place Type Standards, Article 6.5, Building Types, and Article 6.7 Building Standards by Place Type.

(b) Place Types form the foundation of how Building intensities will be distributed throughout new neighborhoods and Infill Development.

(c) Place Types establish areas from rural to urban and provide for the creation of holistic human settlements.

SEC. 3.1.003 PLACE TYPE ZONING MAP PLACEMENT

The boundaries of Place Type districts set out herein are delineated upon a Place Type Zoning Map of the City, adopted as part of this Code as fully as if the same were set forth herein in detail.

(a) One original of the Place Type Zoning Map shall be Filed in the office of the City Secretary. This copy shall be the official Place Type Zoning Map and shall bear the signature of the Mayor and attestation of the City Secretary. This copy shall not be changed in any manner. In case of any question, this copy, together with amending ordinances, shall be controlling.

(b) A copy of the original Place Type Zoning Map shall be placed in the office of the Director of Planning & Development. The copy shall be used for reference and shall be maintained up-to-date by posting thereon all subsequent amendments. Reproductions for informational purposes may be made of the official Place Type Zoning Map or this copy.

SEC. 3.1.004 PLACE TYPE ZONING MAP BOUNDARIES

(a) The district boundary lines shown on the Place Type Zoning Map are usually along Streets, alleys, property lines, or extensions thereof. Where uncertainty exists as to the boundaries of districts as shown on the official Place Type Zoning Map:

(1) Boundaries indicated as approximately following the centerline of Streets, highways, or alleys shall be construed to follow such centerline.

(2) Boundaries indicated as approximately following platted Lot lines shall be construed as following such Lot lines.

(3) Boundaries are indicated as approximately following City Limits shall be construed as following the City Limits.

(4) Boundaries indicated as following railroad lines shall be construed to be midway between the right-of-way lines.

(5) Boundaries indicated as following the centerline of all creeks, streams, or Drainage-ways shall be construed to follow such centerline, and in the event of change in the centerline, shall be construed to move with such centerline.

(6) Boundaries indicated as parallel to or extensions of features indicated in Subsections 1 through 5 above shall be so construed. Distances not specifically indicated on the official zoning maps shall be determined by the scale of the map.

(7) Whenever any Street, Alley, or other public way is vacated by official action of the City Council or whenever such area is franchised for building purposes, the Place Type Zoning District line adjoining each side of such Street, Alley, or other public way shall be automatically extended to the centerline of such vacated Street, Alley, or way and all areas so involved shall then and henceforth be subject to all Standards of the extended districts.

(8) The zoning classification applied to a tract of land adjacent to a Street shall extend to the centerline of the Street, unless as a condition of zoning approval, it is stated that the zoning classification shall not apply to the Street.

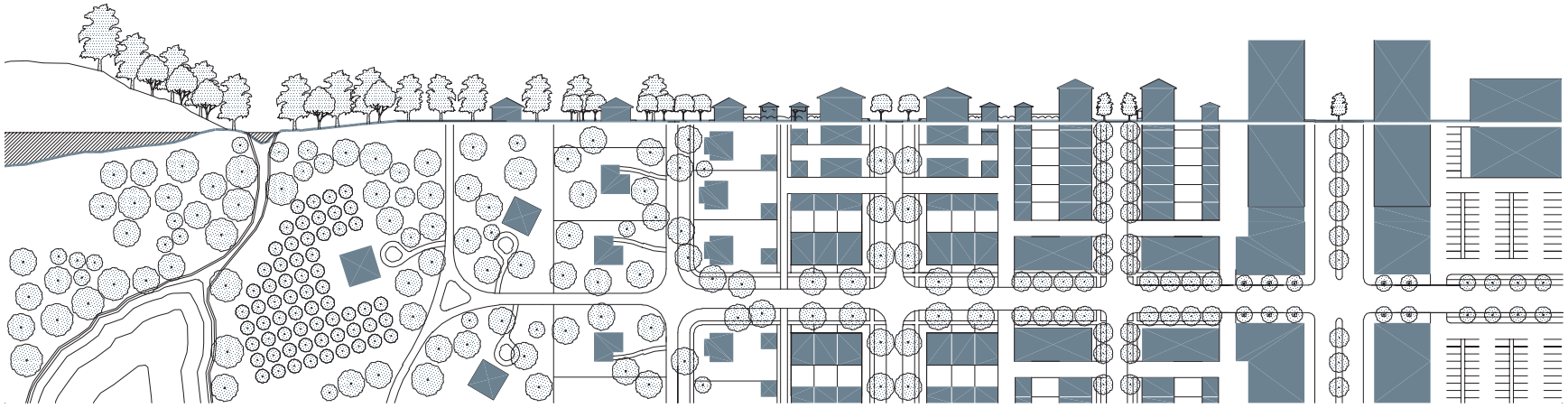
(9) Where physical features on the ground are at Variance with information shown on the official zoning district

map or when there arises a question as to how or whether a parcel of property is zoned and such question cannot be resolved by the application of Subsections 1 through 8, the property shall be considered as classified, "P2" Rural, in the same manner as provided for newly annexed territory.

(10) Valid zoning changes made between April 30, 1991 and the date of the passage of this Code, are indicated in approximate locations on the Place Type Zoning Map. For exact legal descriptions, refer to adopting ordinances for each particular zoning change.

(11) Place Type Overlays shall be depicted on the Place Type Map.

SEC 3.1.005 PLACE TYPE ZONING DISTRICTS TABLE





P1 - Nature

Lands in a natural state or reverting to a wilderness condition, including lands unsuitable for settlement due to topography, hydrology or vegetation. P1 is intended to preserve areas that contain sensitive habitats, active or passive Open Spaces, parks and limited agriculture uses.



P2: Rural

Rural living and sparsely settled lands to be located in a manner that does not cause a nuisance to a more intensely inhabited areas. P2 consists of sparsely settled lands in open or cultivated states that may include food production.



P3: Neighborhood

Low density Residential areas. P3 is adjacent to higher Place Types that have some mixed use buildings. Planting is naturalistic and setbacks vary from relatively deep to shallow. The roads and blocks may be irregular to accommodate natural conditions.



P4: Mix

More intense Building Types that provide more lifestyle choices. It provides for a mix of Residential Building Types. Commercial and Office uses are allowed in this District only in House form Structures. Because P4 is a transition area, the Street Types consists of multimodal Streets, but are primarily Residential urban fabric.



P5: Core

Higher density mixture of Building Types that accommodate commercial, retail, offices, row houses, and apartments. It has a tight network of Streets, with wide sidewalks, steady Street Tree plantings, and buildings set close to the sidewalks. P5 is a highly walkable area. A continuous line of buildings is critical to define the Public Frontage and allow for visible activity along the Street edge.



CS: Civic Space/Civic Building

Civic Spaces and/or Civic Buildings serve as community features appropriate to their Place Types. Civic Spaces provide relief from the urban environment inside each neighborhood.



EC: Employment Center

Areas that by their function, deposition, or configuration cannot, or should not, conform to one or more of the Place Types. EC shall be used for job creation centers and Building forms that do not fit within the character of the Place Types.



PDD: Planned Development Districts

Planned Development Districts are existing master planned developments created under previous Codes that allow a mix of land uses and design Standards. Each area has specific concept and Development plans that determine Street connectivity, Lot layout, and Building design.

SEC 3.1.006 PLACE TYPE OVERLAYS

(a) Place Type Overlays are established though the zoning process and provide regulations in addition to the base Place Type designation.

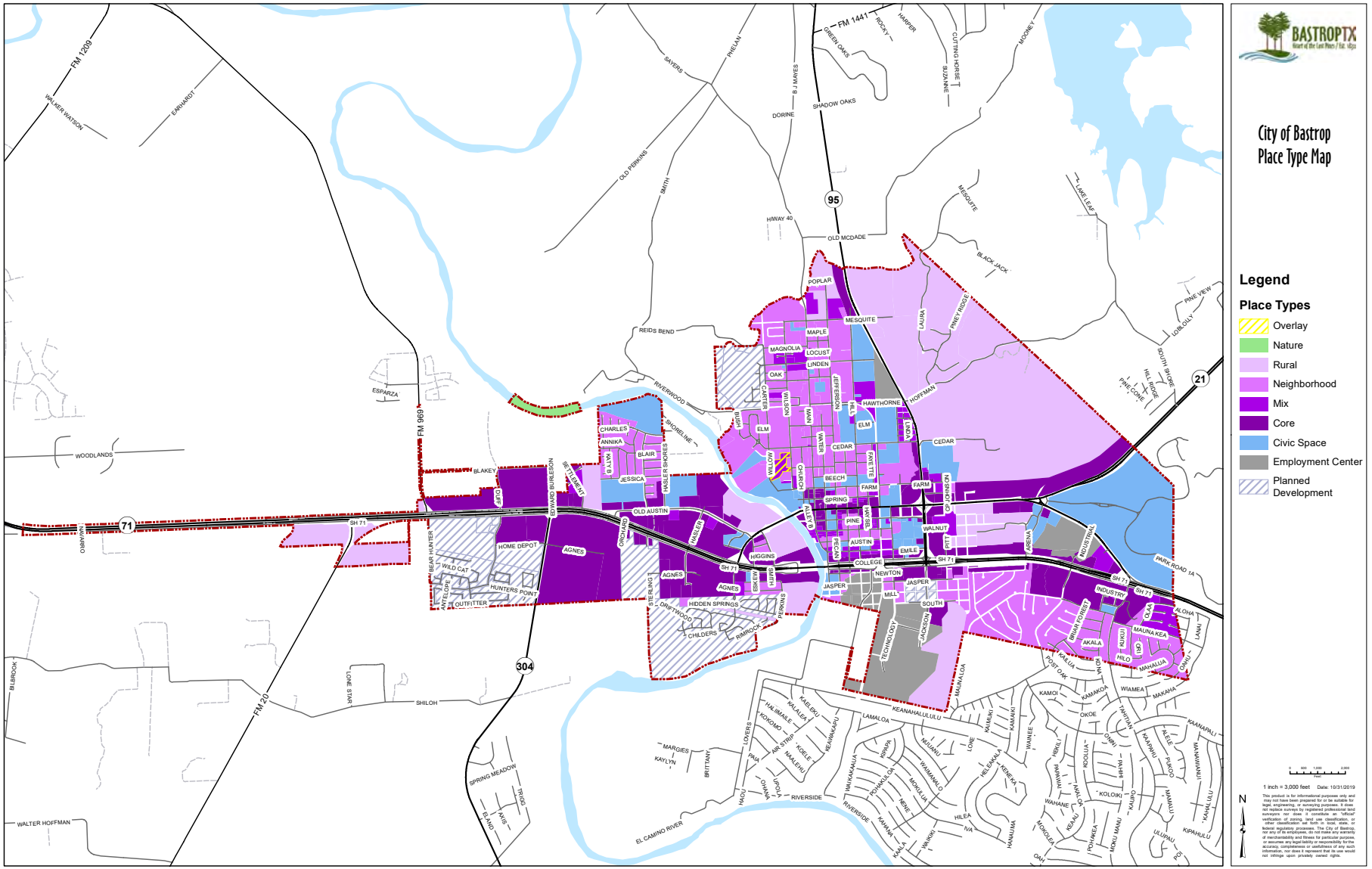
(b) LCRA Overlay



(1) The LCRA Overlay is hereby established and applies to property within the subdivision called Resubdivision No. 2 The Compound, Lots 1, 2, 3, 4, 5 and depicted on the location map above.

(2) This overlay restricts the height to 2.5 stories with a maximum height of 35 feet and prohibits Apartment Buildings. Story and Apartment Building are defined in Chapter 10.

SEC 3.1.007 PLACE TYPE ZONING MAP



Legislation regarding Geospatial Data Products mandates that a City must provide certain notice on each map that: (1) is created or hosted by the City; (2) appears to represent property boundaries; and (3) was not produced using information from an on-the-ground survey conducted under the supervision of a registered professional land surveyor. The notice must, in essence, read as follows: "This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries." Tex. Gov't Code §2051.102

ARTICLE 3.2 PLACE TYPE STANDARDS

SEC 3.2.001 ALLOCATION & SEQUENCE OF PLACE TYPE DETERMINATION

(a) Determination of Place Type designations shall be made based on the the following factors considered in the following sequence:

(1) Geographically sensitive Development Patterns;

(2) The existing Streets and Master Thoroughfare Plan Mandatory Street Network;

(3) Proximity to existing Place Types (built or entitled);

(4) Size of new Development; and

(5) Pedestrian Shed Distribution.

(b) The City of Bastrop shall have the following assigned percentages of each Pedestrian Shed allocated to the established Place Types. Before preparing a Neighborhood Concept Scheme the Applicant must review permitted Development Patterns and the associated Standards. Place Type percentage allocation per Pedestrian Shed as described in Article 3.3:

P1- Nature	Varies
P2- Rural	Varies
P3 - Neighborhood	10-35%
P4 - Mix	25-75%
P5 - Core	5 - 20%
CS - Civic Space	10% min.
EC - Employment Center	No min.

SEC 3.2.002 NEIGHBORHOOD REGULATING PLAN

(a) All areas within the City of Bastrop more than 3.4 acres that do not require Place Type Zoning changes will require a Neighborhood Regulating Plan. Place Types shall be assigned through the creation of a Neighborhood Regulating Plan.

(b) The process for creating a Neighborhood Regulating Plan is described in the B[3] Technical Manual Article 2.3 - Neighborhood Regulating Plan.

(c) Neighborhood Regulating Plans must provide the Street Types, location and sizes of proposed Streets consistent with the Mandatory Street Network, and the Block requirements of this Code. It must contain Place Type allocation as defined in Section 3.2.001.b and be reflective of Section 4.2.001 Character District Descriptions & additional Standards.

(d) A Neighborhood Regulating Plan must adhere to the Pedestrian Shed Map, Sec. 3.3.001, and must be reviewed and comply with the percentages of 3.2.002(b).

SEC 3.2.003 NEIGHBORHOOD REGULATING PLAN EXEMPTIONS

(a) All areas within the City of Bastrop over 3.4 acres on a platted Lot not seeking to develop.

ARTICLE 3.3 PEDESTRIAN SHED

(a) In TND developments, every 1/4 mile radius or "Pedestrian Shed," i.e. approx. 80 acres or 6 Farm Lots, is to contain a mix/allocation of Place Types that reflect the Character District. Measuring Development by the Pedestrian Shed will ensure walkable neighborhoods are created.

(b) The Pedestrian Shed is the area encompassed by the walking distance from a town or neighborhood center. They are often defined as the area covered by a 5-minute walk (about 0.25 miles or 1,320 feet) from the center.

(c) Pedestrian Sheds in VCD or CLD Development Patterns vary in size and are prescribed in Article 5.2 Development Patterns Standards.

SEC. 3.3.001 CITY OF BASTROP MASTER PEDESTRIAN SHED MAP



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New Neighborhood Regulating Plan
Pedestrian Shed Example

For Illustrative Purposes Only



B3 Code Requirements

P1- Nature	no minimum
P2- Rural	no minimum
P3 - Neighborhood	10-35%
P4 - Mix	25-75%
P5 - Core	5-20%
CS - Civic Space	10% min

Neighborhood 1

P2	P3	P4	P5	CIVIC	EC	Total
25.9	16.9	19.7	8.1	6.1	0.0	76.8
34%	22%	26%	11%	8%	0%	100%

Neighborhood 2

P2	P3	P4	P5	CIVIC	EC	Total
11.2	17.8	26.3	7.0	5.8	0.0	68.0
16%	26%	39%	10%	9%	0%	100%

Neighborhood 3

P2	P3	P4	P5	CIVIC	EC	Total
13.0	9.7	22.6	11.9	19.5	18.7	95.3
14%	10%	24%	12%	20%	20%	100%

Total

P2	P3	P4	P5	CIVIC	EC	Total
50.1	44.4	68.5	27.0	31.4	18.7	240.0
21%	18%	29%	11%	13%	8%	100%

Legislation regarding Geospatial Data Products mandates that a City must provide certain notice on each map that: (1) is created or hosted by the City; (2) appears to represent property boundaries; and (3) was not produced using information from an on-the-ground survey conducted under the supervision of a registered professional land surveyor. The notice must, in essence, read as follows: "This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries." Tex. Gov't Code §2051.102

CHAPTER 4: CHARACTER DISTRICTS



ARTICLE 4.1 GENERAL

SEC. 4.1.001 INTENT OF CHARACTER DISTRICTS

(a) Intent:

(1) Character Districts are the largest regulating geographic boundary in the Code. The boundaries are intended to have Standards that align with the natural landscape and the patterns of Development established on the land. Development Patterns, Place Types, and Streets Types are localized and represented in the Standards.

(2) This Article governs the preparation of a Character District Map that allocates identity and special Standards to areas within the City of Bastrop.

(3) Character Districts shall integrate the largest practical geographic area, overlapping property lines, as necessary, and municipal boundaries, if possible.

SEC. 4.1.002 CHARACTER DISTRICTS ESTABLISHED

(a) Generally:

(1) The City Council hereby adopts the City of Bastrop Character District Map (hereafter referred to as the "Character District Map"), that is on file with the Director of Planning & Development. The Character District Map is hereby incorporated into this Code by reference as though it were fully included here.

(b) B^3 Character Districts Established:

(1) The location and boundaries of the districts in this Article are hereby established, and will be shown on the Character District Map.

(c) Interpretation of District Boundaries:

(1) The Planning and Development Director will be initially responsible for interpretations of the official Character District Map. The following Standards will govern the interpretation of District Boundaries:

A. Boundaries indicated as approximately following the centerlines or right-of-way lines of Streets, highways, Alley, railways, or public utility easements will be construed to follow such lines.

B. Boundaries indicated as approximately following platted Lot or tract lines will be construed as following such lines, whether public or private.

C. Boundaries indicated as approximately following the City Limit line will be construed to follow such City Limit line.

D. Boundaries indicated as approximately following the center, mean high water mark, or shoreline of streams, rivers, canals, lakes, marsh areas, or other bodies of water, lowland, or tidal areas, will be construed to follow such boundaries.

(d) Record Keeping:

The original and all revised versions of the Character District Map will be certified as such by the signature of the Director of Planning & Development, and will be kept on file, in either hardcopy or digital form, in the office of the Department of Planning & Development Services.

(e) Public Access:

Copies of the Character District Map will be made available for public inspection in the office of the Department of Planning & Development Services during normal business hours.

ARTICLE 4.2 GENERAL

SEC. 4.2.001 CHARACTER DISTRICTS DESCRIPTIONS & ADDITIONAL STANDARDS

(a) Intent:

(1) The Character District descriptions and Standards are guiding Development recommendations that coordinate with the individual Character District for each other corresponding Development Patterns, Place Types, Street Types, Building and Block Types.

(b) Descriptions and Additional Standards:

(1) **Bastrop State Park** - Development in this district blends seamlessly into the natural environment. Preservation of urban wild lands and cultural history are the forefront of all design. Road networks and buildings focus attention toward scenic views and harmonize with nature.

(2) **Cattleman's District** - Ranching has been a cornerstone of the Texas economy for the last 300 years. The northwestern edge of the City and beyond continues to honor the long tradition of the cattle industry. The open range of the Cattleman's District

lends itself to village centers. A mix of retail, restaurant and office Buildings, that incorporate Residential around community agriculture, open fields, and water features being reminiscent of meandering streams and stock tanks that once served livestock.

(3) **Cultural Arts District** - Arts and culture are the centerpiece of this district. Located in one of the oldest parts of the City, this district will pay homage to the rich culture of Bastrop by providing a physical landscape to share the human experience. A sophisticated mix of theater, music, and art will blend with a mix of housing, while also providing shopping and dining opportunities. Situated along two state highways, this district will be a destination for tourists and locals alike sharing a cultural experience.

(4) **District 71** - District 71 promotes regional trade and easy vehicular access from major Thoroughfares. Developments become destinations unto themselves, with parking areas nearby for visitor access. Elements within the Public Realm encourage walk- or bike-ability bringing large developed areas back to the human scale.

(5) **Downtown District** - Downtown Bastrop is laid out in an almost perfect series of small gridded blocks. The gridded network of Streets is a fundamental element that creates the most effective and efficient structure for cities to be walkable, flexible and timeless. It contains human scale Streets and buildings organized in a uniform manner. Parks and Civic Spaces integrated into the built form of the City. The shopfronts and ground floor characteristics at the Street edge are made up of glass and directly relate to the Street. The Residential Lot sizes, House sizes, housing types, and setbacks vary throughout the district.

(6) **Ferry District** - This district follows the east side of the Colorado River north of SH 71. People may seamlessly access both riverine resources and shopfronts. Shopfronts directly interact with the Street where topography allows or are clustered into accessible destinations along the river providing entertainment in scenic setting. Walkable trail connections to other districts, with shade from mature trees and structural features of the Public Realm, are key elements of Development.

(7) **Historic Highway District** - As one of the oldest towns in Texas, Bastrop has served travelers going from Austin to Houston for over 100 years. The Historic

Highway District demonstrates a pattern of Development that provided Commercial and retail Business for both residents and travelers. As Bastrop continues to be a destination for out of town visitors, this area provides a route that parallels State Highway 71 and leads to Historic Downtown Bastrop.

(8) **Lost Pines District** - The Lost Pines has special geographic features, such as the stand of Loblolly Pines that is more than 100 miles from similar forests. Additionally, the towering trees and sandy soil in this district provides an optimal environment for the Houston Toad. The rolling hills provide breathtaking vistas and deep valleys that provide an opportunity for clustered developments that will preserve the natural environment while allowing urban neighborhoods to interact with nature.

A. Development must comply with the Standards and processes within the Lost Pines Habitat Conservation Plan, as amended.

(9) **Mayfest Hill District** - Anchored by Civic Space, Mayfest Hill provides a gateway into town where drivers are treated to a glimpse of Bastrop's geographically sensitive design and views of the Colorado River Basin. Residential roads and buildings are tucked away into the hills, providing a tranquil space between the major roadways. The Civic Spaces pull neighborhood and area residents together into lively events and gatherings, utilizing the available road network.

(10) **The Meadows District** - Large rolling meadows still dominate the landscape as Bastrop extends towards the west. The natural landscape is an open canvas creating an integrated community of assorted retail, service, and Residential with Walkability as a main feature. Civic Spaces and meandering trails are easily incorporated to connect the community to the Colorado River to the south.

(11) N**ew Addition District** - Just west of Historic Downtown Bastrop, you will find the "New" Addition. Nestled between the banks of the Colorado River and the historic residences of Downtown, this district is primarily Residential in nature. Bound by the winding river to the west, you will find similar curvilinear Streets and winding trails within this district. Neighborhood markets and boutique services will be mixed into the Residential fabric providing a true community feeling.

(12) **North End District** - The North End is defined by the distinct geographical boundaries of Union Pacific

Railroad, State Highway 95, and Piney Creek. Originally laid out in the pattern of Farm Lots, Residential growth has happened incrementally, creating a diverse mix of Lot sizes and housing styles. The addition of neighborhood Commercial along established Streets and the inclusion of housing type variation will add to the vitality and timeless nature of the community. Continued Development should focus on establishing additional east/west connectivity to continue the Building Block pattern originally established in Downtown Bastrop.

(13) **Old Town District** - Old Town has a rich history based on the Building Block and Farm Lot configuration of the 1920 Iredell Map. The gridded Street network is well connected, and a variety of Lot types, setbacks, and Building Types are present. Human scale and tree shaded Streets encourage comfortable multimodal connectivity to the surrounding neighborhoods, while discrete and rural-style infrastructure functions steadily.

(14) **PDD District** - Planned Development Districts are existing master planned developments created under previous Codes that allow a mix of land uses and design Standards. Each area has specific concept and Development plans that determine Street connectivity, Lot layout, and Building design.

(15) **Pine Village District** - Characterized by scenic vistas of the Colorado River, this district is positioned along the rolling hills of the Lost Pines. The natural geography in the district provides both opportunity for commerce and Residential neighborhoods. The built environment will harmoniously integrate with the natural environment, creating inviting Open Spaces with storefronts and residences.

(16) **River District** - The Colorado River serves as the focal point of this district. Ample Commercial and Residential opportunities are present, interacting with the natural environment, giving an uptown feel along the banks of the river. Open space, Civic Spaces, and trails will bring people to the district while they enjoy dining, retail, and entertainment opportunities. The natural geography will inform the Building pattern blending the urban and natural form.

(17) **Riverside Grove District** - Situated between a City Park and a Commercial corridor, Riverside Grove provides a classic opportunity to connect people to places. Mobility is promoted via the tree-lined Streets in a semi-grid pattern that allow multiple modes of

transportation. A trail system further encourages Pedestrian traffic and provides connectivity between the Park, residences, and retail opportunities.

(18) **South River District** - This district follows the Colorado River south of SH 71. People may freely and seamlessly access both riverine resources and shopfronts. Shopfronts directly interact with the Street where topography allows or are clustered into accessible destinations along the river providing entertainment in scenic setting. Walkable trail connections to other districts with shade from mature trees and structural features of the Public Realm are key elements of Development. This district is geographically sensitive to the confluence of Gill's Branch and the Colorado River.

(19) **The Vista District** - The Vista District is a collection of people and places that provides an urban lifestyle. Capitalizing on its location along two major Transportation Corridors , this district will be an eclectic blend of shops, office spaces, residences, and entertainment venues. Its diverse mix of uses creates a true live, work, and play environment for the community. Civic Spaces anchor the Public Frontage and storefronts are scattered throughout the walkable Street grid, producing an inviting built environment.

SEC. 4.2.002 CHARACTER DISTRICT DEVELOPMENT PATTERNS

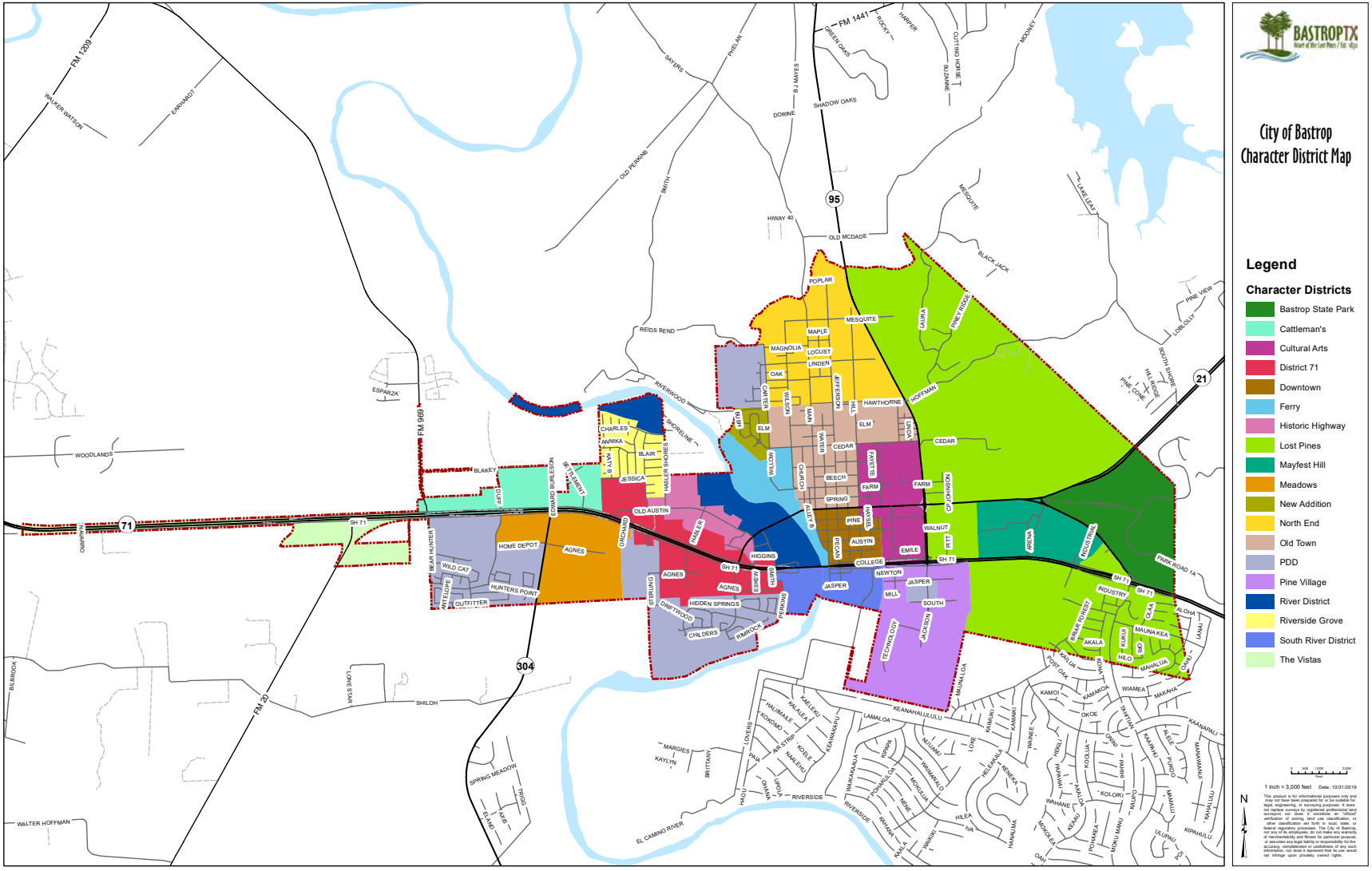
Each Character District is comprised of different natural environments, built pattens, and have a wide range of other physical and topographic attributes that add to their district nature. To protect and enhance these natural and existing features, each character district allows for different Development Patterns as defined in Article 5.2.

SEC. 4.2.003 NEIGHBORHOOD REGULATING PLAN BY CHARACTER DISTRICT

(a) Multiple Place Type change requests submitted at one time within each Character District shall be reviewed collectively.

(b) Multiple Neighborhood Regulating Plans submitted at one time shall be reviewed collectively to evaluate phasing, infrastructure demands, public safety and Drainage impacts.

ARTICLE 4.3 CHARACTER DISTRICT MAP


City of Bastrop
Character District Map
Legend
Character Districts
Bastrop State Park
Cattleman's
Cultural Arts
District 71
Downtown
Ferry
Historic Highway
Lost Pines
Mayfest Hill
Meadows
New Addition
North End
Old Town
PDD
Pine Village
River District
Riverside Grove
South River District
The Vistas
FM 1209
FM 969
FM 20
SH 71
HWY 40
OLD MCDADE
FM 1441
95
21
304
71
MAPLE
MESQUITE
MAGNOLIA
LOCUST
LINDEN
OAK
HAWTHORNE
ELM
CEDAR
BEECH
SPRING
FARM
PINE
WALNUT
COLLEGE
NEWTON
JASPER
SOUTH
MILL
INDUSTRY
AUSTIN
JEFFERSON
HOFFMAN
LAURA
PINE RIDGE
CHURCH
WILLOW
CARTER
WILSON
MAIN
WALTER
LOCUST
FAYETTE
MARKET
PECAN
ALLEY B
CP JOHNSON
ARENA
ANDERSON MILL
PARK ROAD 1A
EMILE
HIGGINS
AGNES
JESSICA
OLD AUSTIN
ORCHARD
HUNTERS POINT
HOME DEPOT
WILD CAT
OUTFITTER
BEAR HUNTER
ANTELOPE
HIDDEN SPRINGS
DRIFTWOOD
CHILDERS
RIMROCK
PERKINS
EBBEW
HUNTER
KERSHING
HUNTER
MARKER
CHARLES
ANNIKA
KAYLA B
BLAIR
SHORELINE
RIVERWOOD
REIDS BEND
ESPARZA
WOODLANDS
BLAKEY
SH 71
EDWARD BURLESON SR
THOMPSON
GUNN
OBANNON
BLUEBONNET
BLUEROOK
LOVE'S CREEK
SHILOH
WALTER HOFFMAN
SPRING MEADOW
TRIGG
ELAND
EL CAMINO REAL
RIVERSIDE
MARGIES
KAYLYN
BRITTANY
LOVERS
KEAWAKAPU
KEAWAKAPU
KEALEHU
KOKOMO
HALIMALE
KALALEA
KEALEHU
KOELE
KAHUA
KAHOU
OHANA
UPOLU
LANALOA
KEANAHALULULU
MAUNALOA
KAMOI
KAMAOA
OKOE
WIAMEA
MAKAHA
KAMAPALI
KAANAPALI
LAHAINA
HONOAPIILANI
KAPALUA
PUPUKEA
KAHANA
NAPILI
HONUA
NOHEA
KAANAPALI
KAPUNA
KAMEHAMEHA
KAHEKILI
KAHOMA
KAHOMA
KAHOMA

CHAPTER 5: DEVELOPMENT PATTERNS



Renderings by Geoff Dyer

ARTICLE 5.1 INTENT OF DEVELOPMENT PATTERNS

(a) Development Patterns are the manner in which a neighborhood is configured. Different geographies accept different Development Patterns. To accommodate Bastrop's wide range of landscapes, there are 3 Development Patterns that provide adequate facilitation of Development.

(b) The Development Pattern type will be used to guide the creation of the Zoning Concept Scheme and Neighborhood Regulating Plan (see Article 2-3 Neighborhood Regulating Plans in B^3 Technical Manual) configurations suitable for different geographies and Character Districts.

(c) The B^3 Code is a tool that guides the form of the built environment in order to create Development Patterns that are compact and walkable with a variety of Place Types. The Code supports a connected network of Streets to relieve traffic congestion and preserves open lands in ecologically sensitive locations.

(d) The Character Districts each permit one or more of the three Development Patterns:

(1) Cluster Land Development (CLD)

(2) Traditional Neighborhood Development (TND)

(3) Village Center Development (VCD).

(e) See the Development Pattern Table, Section 5.2.007 for permitted Development Patterns within each Character District.

ARTICLE 5.2 DEVELOPMENT PATTERN STANDARDS

SEC. 5.2.001 TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND)

(a) Intent:

TND may occur in Infill areas and involve adaptive reuse of existing buildings, or can be created as new Construction on previously undeveloped land.

(b) TND characteristics include the continuation of the Grid as the basic platform of arrangement of the Neighborhood Regulating Plans and Zoning Concept Schemes. They contain a range of housing types, a network of well-connected Streets and blocks, well defined public spaces, and have amenities such as stores, schools, and Third Places within walking distance of residences.

(c) TND is the preferred and default Development Pattern in the City of Bastrop.

SEC. 5.2.002 TND STANDARDS

(a) Location: The TND is located within a Character District that allows for the Development Pattern.

(b) 1,320' preferred max Block perimeter.

(c) 330' x 330' preferred Block size.

(d) If Block dimensions exceed the preferred Block perimeter and size, a 20' Pedestrian Walkway shall be included at mid-Block.

(e) Smaller blocks are allowed By Right.

(f) In the P4 Mix, a minimum Residential mix of three Building Types (not less than 20%) shall be required.

(g) A TND shall be structured by one standard or Linear Pedestrian Shed (see Article 3.2.2 Place Types by Pedestrian Shed) and shall be no fewer than 13.6 acres and no more than 160 acres.

(h) A TND shall include Place Types as allocated in Section 3.2.002.b.

(i) Sites larger than 80 circular acres or 160 linear acres shall be designed and developed as multiple Neighborhood Regulating Plans. Each Neighborhood Regulating Plan is subject to the individual Place Type requirements for its Development Pattern as allocated Section 3.2.002.b or associated Standards.

SEC. 5.2.003 CLUSTER LAND DEVELOPMENT (CLD)

(a) Intent: CLD offers a compulsory alternative to conventional neighborhoods for the purpose of:

(1) Encouraging the use of land in accordance with its character and adaptability;

(2) Assuring the permanent preservation of Open Space, agricultural lands, and other natural resources through land reservations or Conservation Easements;

(3) Allowing innovation and greater flexibility in the design of Residential developments to ensure the same overall amount of Development normally permitted with the conventional home Lot size;

(4) Facilitating the Construction and maintenance of Streets, utilities, and public services in a more economical and efficient manner increasing affordability and reducing the cost of building and maintaining infrastructure;

(5) Ensuring compatibility of design and use between neighboring properties; and,

(6) Encouraging a less sprawling form of Development, thus preserving Open Space as undeveloped land.

SEC. 5.2.004 CLD STANDARDS

(a) See Section 5.2.007 Development Patterns by Character District to determine if Cluster Land Development is an allowed Development Pattern.

(b) A CLD shall be structured by one standard Pedestrian Shed and shall consist of no fewer than 30 acres and no more than 80 acres or 160 linear acres.

(c) A CLD shall include Place Types as allocated in Section 3.2.002.b. A minimum of 50 % of the Neighborhood Regulating Plan or Zoning Concept Scheme shall be permanently allocated to P1 Nature and/or P2 Rural Place Types.

(d) The dedicated P1 lands shall be deemed Civic or Open Space and will be set aside by the Applicant through an irrevocable Conservation Easement or similarly determined method, as approved by the City Council.

(e) Areas not consideredCivic or Open Space:

(1) The area of any Street right-of-way proposed to be dedicated to the public.

(2) Any submerged land area.

SEC. 5.2.005 VILLAGE CENTER DEVELOPMENT (VCD)

(a) Intent: A VCD is a series of small Streets lined with buildings at the Street edge creating a unique village style community.

(b) Description: VCD consists of a small dense grouping of predominately P4 and P5 Building serving as Residential, live/ work and Commercial and office buildings organized in a vernacular, curvilinear grid, or grid network of blocks and Streets. The Streets are small and serve as shared Streets. Vehicles are kept on the exterior of the developments. Buildings are located directly to the Street edge.

SEC. 5.2.006 VCD STANDARDS

(a) See Section 5.2.007 Development Patterns by Character District to determine if Village Center Development is an allowed Development Pattern.

(b) Streets Types are narrow and serve as shared Streets in the Development.

(c) Vehicles are kept on the exterior of the key areas of developments to create plazas and Civic Spaces throughout the Development;

(d) Buildings are located directly to the Street edge at the Frontage Line and occupy 80% to 100% of the Lot Frontage; and

(e) Parking shall be located in the Third Layer of the Lot.

(f) Vehicle access shall be kept in the rear of the property served by alleys or the rear lanes.

(g) P3 shall be limited to 10% of the Development.

(h) P1 and CS shall be more than 40% of the Development.

(i) P4 and P5 shall make up the remaining 50% of the Development.

(j) A VCD shall be structured by one Long Pedestrian Shed or Linear Pedestrian Shed and shall consist of no fewer than 13.6 acres and no more than 80 acres.

SEC. 5.2.007 DEVELOPMENT PATTERNS PERMITTED PER CHARACTER DISTRICT

	TND	CLD	VCD
Cattleman's	P	NP	P
Cultural Arts District	P	NP	NP
District 71	P	NP	P
Downtown	P	NP	NP
Ferry	P	NP	P
Historic Highway	P	NP	NP
Lost Pines	NP	P	P
Mayfest Hill	P	P	P
Meadows	P	NP	P
New Addition	P	NP	NP
North End	P	NP	NP
Old Town	P	NP	NP
Pine Village	P	NP	NP
River	P	P	P
Riverside Grove	P	NP	NP
South River	P	NP	NP
Vista	P	NP	P

P = PERMTTED NP = NOT PERMITTED * Districts not included: Bastrop State Park & PDD

CHAPTER 6: PRIVATE REALM DEVELOPMENT STANDARDS



ARTICLE 6.1 GENERAL

SEC. 6.1.001 INTENT

The Private Realm is intended to support the Public Realm with its Standards. The configuration of the Private Realm contains endless opportunities based on the minimum use Standards, Lot requirements, and with a wide variety of Building Types. Character Districts and Place Types determine the intensity of Building Types that can occur on the private lots.

SEC. 6.1.002 INSTRUCTIONS

(a) Lots and buildings located in the Private Realm within the City of Bastrop shall be subject to the requirements of this section.

(1) Lots and buildings shall be regulated according to the Building Type, Lot Occupation, Building placement, Building height, Private Frontage, use, parking spaces, parking placement, landscaping and signage Standards.

(b) Regulatory terminology related to private lots used in this section is diagrammed for illustrative purposes only.

(1) Building Types diagrammed are provided for illustrative purposes only.

(c) Development Process

The Development processes for all Application types is demonstrated in the B^3 Flowchart within the Introduction of this Code.

ARTICLE 6.2 PERMITTING REQUIREMENTS

(a) Building or Construction permits shall not be issued for Development or redevelopment of private lots prior to the approval of a Building or Site Plan drawn to scale with the following details:

(1) For preliminary Site and Building plan approval:

A. See B^3 Technical Manual for Site Plan Review requirements.

B. See the Bastrop Development Manual for review timeline and Site Plan Checklists.

(2) Individual home applications in P3 shall be exempt from the Site Plan process.

(3) Building and Site Plans submitted under this Code shall be prepared by the Applicant and shall be submitted for Administrative Approval once all Code Standards are met.

ARTICLE 6.3 GENERAL LOT STANDARDS

SEC. 6.3.001 LOT DIMENSIONS

(a) Lot width is measured between the side Lot lines at the Street Setback line.

(b) Lots may have multiple Frontages as illustrated on Table 6.1. One Frontage Line is designated the Primary Frontage Line and all remaining Frontage Lines are designated as Secondary Frontage Lines.

(c) Lots shall be divided into regulatory Layers as illustrated on Table 6.1 and Table 6.2. Standards for the second and third Layers pertain only to the Primary Frontage. Standards for the First Layer pertain to both Frontages.

(1) The First Layer is the area of a Lot from the Frontage Line to the Facade of the Principal Building.

(2) The Second Layer is the area of the Lot set behind the First Layer to a depth of 20 feet in all Place Types.

(3) The Third Layer is the area of a Lot set behind the Second Layer and extending to the rear Lot Line.

A. The location of the Build-to-Line, on Infill properties, is established on Section 6.5.003 Building Standards per Place Type, and, for new neighborhoods, on the Neighborhood Regulating Plan or Zoning Concept Scheme.

(d) All buildings and Structures must be located at or behind the side or rear International Building Code (IBC) separation line.

SEC. 6.3.002 LOT LAYERS & FRONTAGE LINES

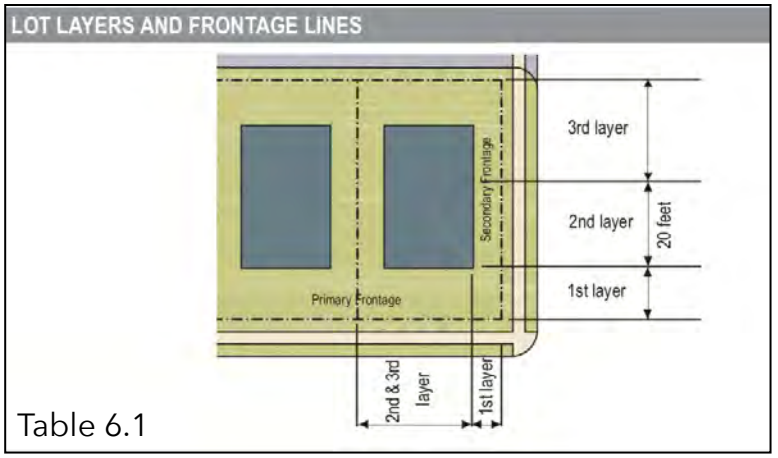


Table 6.1

SEC. 6.3.003 BUILDING PLACEMENT

(a) Principal buildings shall be positioned on a Lot in accordance with Section 6.5.003 Building Standards per Place Type.

(1) The First Layer is the area of land between the Frontage Line and the Build-to-Line. The First Layer is measured from the Frontage Line.

(2) The required Build-to-Line is the minimum percentage of the front Building Facade that must be located within the First Layer, measured based on the width of the Building divided by the width of the Lot.

(3) A Building Facade must be placed within the First Layer for the first 30 feet along the Street extending from any Block corner.

A. All Structures and encroachments customarily allowed on the Lot are permitted in the First Layer, with the exception of parking.

SEC. 6.3.004 PROTECTED & HERITAGE TREES

(a) Tree Determinations: Protected or heritage tree designations are determined by measuring at the height of the tree at 4.5 feet above the ground or Diameter at Breast Height (DBH), for various tree species for purposes of applying the Standards of this section. Multi-trunk trees are to be measured with the largest trunk counting for full DBH inches plus 50 percent of the DBH sum of the additional trunks, if the tree is classified as protected or heritage.

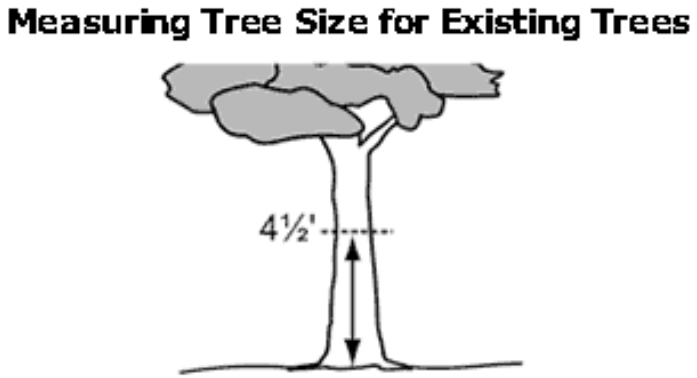


Figure 6.3A

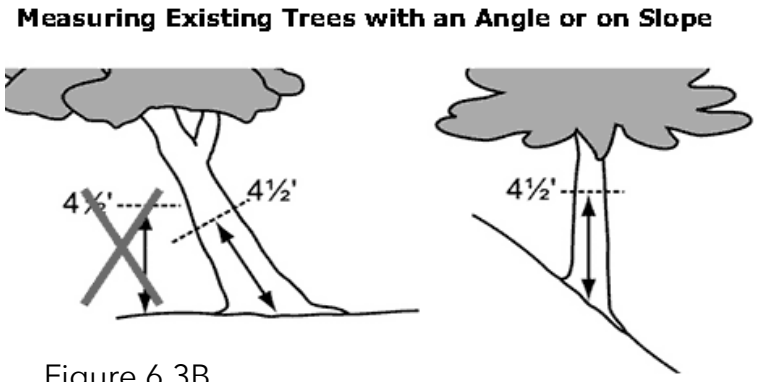


Figure 6.3B

(b) When the trunk branches or splits less than 4.5 feet from the ground, measure the smallest circumference below the lowest branch. See Figure 6.3B. If the tree has a branch or a bump at 4.5 feet, it is better to measure the diameter slightly below or above the branch/bump.

(c) Protected Trees:

(1) Tree species listed in the Preferred Plant List in the B3 Technical Manual with a 13 caliper inch diameter or greater measured at the DBH.

(2) Protected trees must be preserved, protected, and integrated in the Development of the property.

(3) Proposed Removal of healthy protected trees must be submitted for approval to the DRC.

(4) Granted Removal of protected trees shall be replaced by planting trees from the Preferred Plant List on the property equal to the total caliper inches of the trees removed, measured at 12 inches in height from the ground.

(5) Alternative compliance may be submitted to the DRC for approval or a fee in lieu shall be paid if the Site can not meet the Standards of this section. See the City Fee Schedule for tree replacement cost.

(d) Heritage Trees:

(1) Tree species listed in Preferred Plant List in the B^3 Technical Manual with a 24 caliper inch circumference or greater measured DBH.

(2) Heritage trees must be preserved, protected, and integrated in the Development of the property.

(3) Proposed Removal of healthy heritage trees must be submitted for approval to the DRC.

(4) Granted Removal of heritage trees shall be replaced by planting trees from the Preferred Plant List in the B^3 Technical Manual, on the property equal to the total caliper inches removed, measured at 12 inches in height from the ground.

(5) Alternative compliance may be submitted to the DRC for approval or a fee in lieu shall be paid if the Site can not meet the Standards of this section. See the City Fee Schedule for tree replacement cost.

(e) Exempt Trees:

(1) Any protected or heritage trees determined to be diseased, overly-mature, dying or dead, by a certified arborist are exempted from the Standards of this Code.

SEC. 6.3.005 BUILDING SEPARATION

(a) Fences and screening walls may extend into the IBC Building separation line and Alley Setback.

(b) Side and rear Building separation will be determined by the IBC as adopted by the City.

SEC. 6.3.005 ALLEYS & DRIVEWAY LOCATIONS

(a) Intent: Building walkable cities means that while vehicles are part of modern life, they should have minimal disruption to the Public Realm. The Standards of the Code intend to ensure all modes of Transportation are respected.

(b) The preferred means of vehicular access to lots is through the use of Alleys. Alleys provide a location to hide unsightly functions of our communities such as garages, garbage cans, transformers, electric meters, and telephone equipment

(c) Other benefits of Alleys include:

(1) Alleys make it possible for rear accessed lots to be created, preserving the public frontages from interruptions of driveways and Curb-cuts.

(2) Safety as sidewalks and pedestrians become separated from the access requirements of vehicles.

(3) They create a more casual neighborhood space adjacent to backyard activity centers leaving the front of the House as a more formal community space.

(d) Driveways:

(1) Where Alleys are present, all vehicular access shall be provided from the Alley.

(2) Where a Lot does not have access to an Alley, driveways are allowed in accordance with this section.

(3) For corner lots, all driveways shall be located at the Secondary Frontage.

(4) Driveways shall be located as far from the adjacent public Street intersection as practical to achieve maximum available corner clearance, with consideration of property limits, adjacent Curb cuts, topography, and existing Drainage facilities. Non-Alley loaded driveways may intersect a Street no closer than

twenty (20) feet from the intersection of 2 Street rights-of-way in P1, P2, and P3, and forty (40) feet in P4 and P5.

(5) Mid-Block lots greater than 40' in width at the Frontage are allowed one Driveway with a maximum width of 24' for two-way and 12' for one-way driveways.

(6) In P4 and P5, driveways accessing up to 80 feet wide of Street right-of-way must be spaced 200 feet apart centerline to centerline, and driveways accessing more than an 80 feet wide Street right-of-way must be spaced 300 feet apart centerline to centerline.

(7) Nothing in this section shall prevent all Site access to any property.

SEC. 6.3.006 PARKING

(a) Intent: Parking shall not be the driver of Site planning. The Standards in the Code support this notion through limited and eliminating parking. The intent of building a walkable, bikeable, and an easily navigable City means all mode of transportation are available to reduce the reliance on the car.

(b) The location of the parking shall be established and shown on the Neighborhood Regulating Plan, Zoning Concept Scheme, and/or Site Plan:

(1) Shared parking is available and determined with the Site Plan in P2, P4, and P5. Lot coverage shall not exceed the Place Type Standards.

(2) Parking requirements in P3 will be market driven. Lot coverage shall not exceed the Place Type Standards.

(3) Parking in EC shall be recommended by the DRC and part of the submittal package submitted for approval and handled through a public consultation process.

(4) P5 shall establish parking maximums based on the market demands per use as determined by the DRC at the time of Application.

(5) On-site surface parking must be located in the Second Layer or Third Layer of each Lot as defined by the Place Types Standards.

(6) Residential garage access is permitted from the public Street or from an Alley. Access may be taken from the Street or corner lots, in which case the garage doors may face the side street.

(7) Residential garage front facades must begin in the Third Layer.

(8) Open parking areas shall be masked from the Frontage by building or Street screening and will be regulated in size by Lot cover requirements of the Place Type.

(9) Parking spaces provided internal to a Lot shall be located entirely behind the minimum rear Setback as specified by Building Type and Place Type.

SEC. 6.3.007 CROSS ACCESS CONNECTIONS

(a) Cross-access easements and connections to adjoining properties shall be required to connect driveways and parking lots where no Alley is present.

(b) Internal vehicular circulation areas shall be designed and installed to allow for cross-access between abutting lots;

(c) In the event these conditions cannot be met without undue hardship or if such connections would create undesirable traffic flow, the DRC may waive the connection requirement.

(d) Where a parking lot connection is required, an easement for ingress and egress to adjacent lots shall be recorded on the Plat or by separate instrument as appropriate.

(e) Additional Standards shall be found in the B^3 Technical Manual.

SEC. 6.3.008 LOT OCCUPATION

(a) In P2-P4, three buildings may be built on each Lot, one Principal Building and two Accessory Units or Accessory Dwelling Units as generally illustrated on Article 6.4 Lot Structure Description & Diagram.

(b) Lot coverage by buildings (i.e. impervious surface requirements) are specified in Section 6.5.003.A.

(c) For Building height see standard by Place Type and Character District. If the Building height is undefined in the B^3 Code see the International Building Code as adopted by the City of Bastrop.

(d) Stories may not exceed 14 feet in height from finished floor to finished ceiling, except for a first floor Commercial Building, which shall be a minimum of 11 feet with a maximum of 25 feet.

(e) In the 100-year Floodplain, a first level Residential or lodging shall be raised a minimum of 2 feet from the Base Flood Elevation.

SEC. 6.3.009 PRIVATE FRONTAGE

(a) Permitted Encroachments into the First Layer of any Lot are specified in Section 6.5.002, Permitted Encroachments per Place Type. Terminology used to identify these elements is diagrammed for illustrative purposes only.

(b) The Facade of the Principal Building shall be built parallel to the Frontage Line or to the tangent of a curved Frontage Line of a Lot, and along a minimum percentage of the Frontage width at the Build-to-Line as specified as Facade Buildout in Section 6.5.003, Building Standards per Place Type.

(c) All Facades shall be glazed with clear glass not less than 20% of the first Story. Glazing shall be calculated as the total combined area of window glazing (lights or panes within each window's casing) divided by the total area of the Facade for the target Story of a Building.

(d) Buildings with a first floor Commercial Use shall be glazed with clear glass no less than 70% of the first Story.

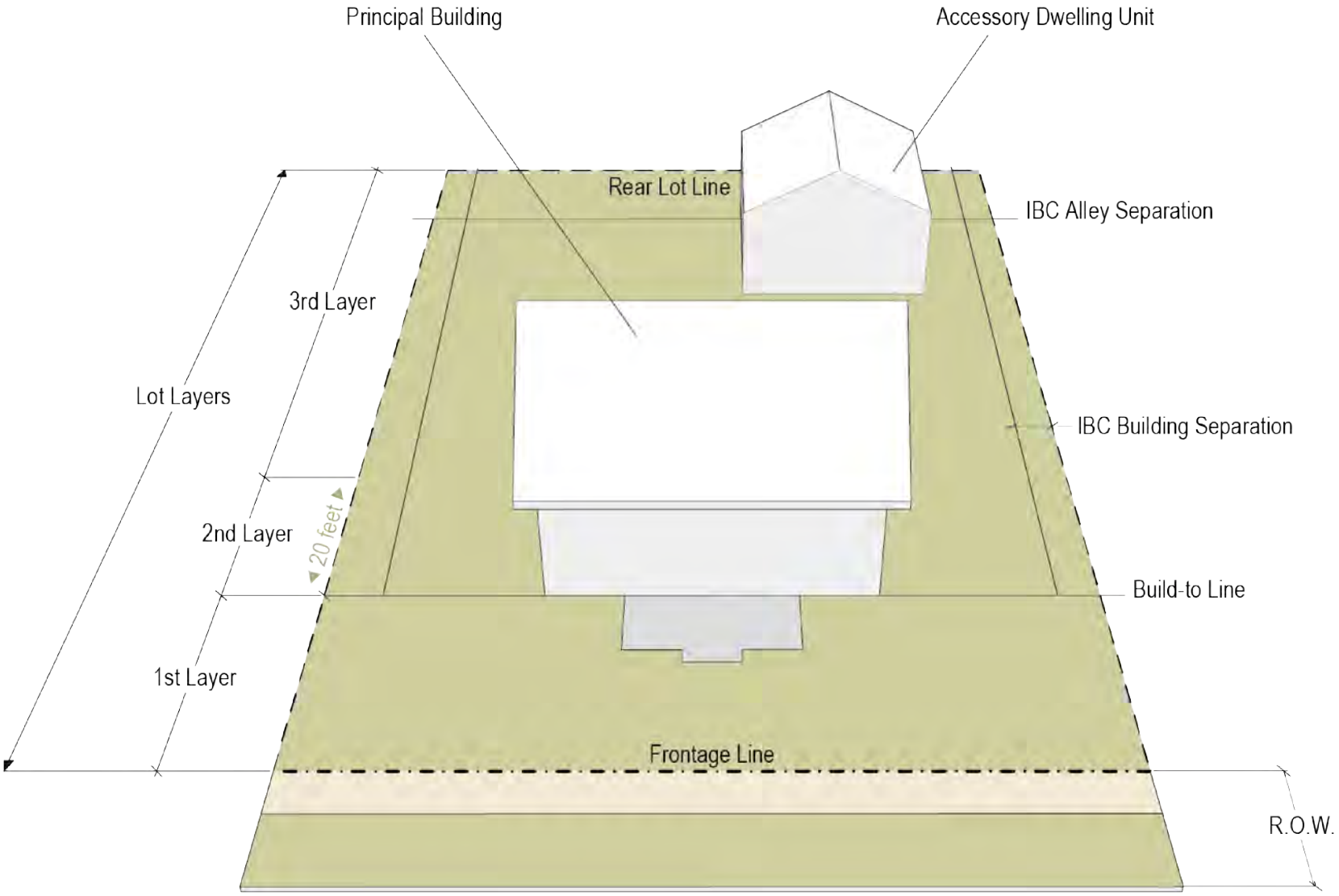
(e) Openings above the first Story shall not exceed 50% of the total Building wall area, with each Facade being calculated independently.

(f) All opening, including porches, galleries, Arcades, and windows, with the exception of shopfronts, shall be square or vertical in proportion.

ARTICLE 6.4 LOT STRUCTURE DESCRIPTION & DIAGRAM

BUILDINGS	
Principal Building	The main Building on a Lot.
Accessory Structures	A secondary Building usually located toward the rear of the same Lot as a Principal Building such as a garage, carport, or workshop and may include a dwelling unit, but no more than two per Lot.
LOT LAYERS	
First Layer	The area of a Lot from the Frontage Line to the Facade of the Principal Building.
Second Layer	The area of a Lot set behind the First Layer to a depth of 20 feet in all Place Types.
Third Layer	The area of a Lot set behind the Second Layer and extending to the rear Lot Line.
LOT	
Build-to-Line	The minimum percentage of the front Building Facade that must be located within the First Layer.
Lot Width	The length of the Principal Frontage Line of a Lot.
Frontage Line	Where the Property Line meets R.O.W.
Rear Lot Line	Where the Property Line meets Alley R.O.W. or an adjoining side/ rear property line.

LOT STRUCTURE DIAGRAM

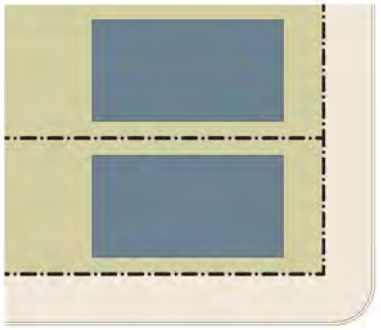


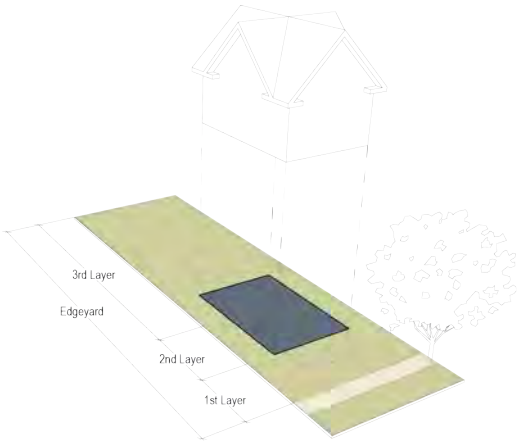
(a) EDGEYARD

The placement of a Building within the boundaries of its Lot to create an Edgeyard around the Building, with IBC separation on all sides. This is the least urban of types as the front yard sets the Building back from the Public Frontage, while the side yards weaken the spatial definition of the Thoroughfare in front of the Building.

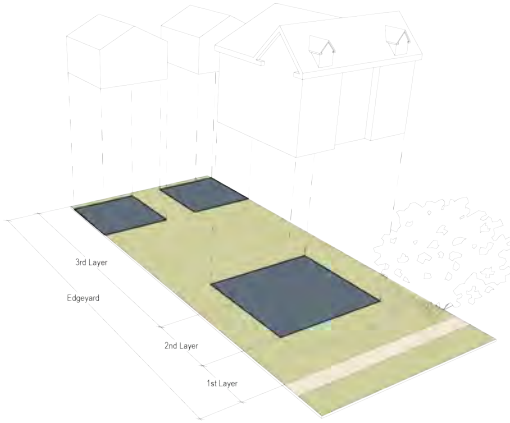
Variants:, House, Duplex, Triplex, Fourplex

GENERAL PLACEMENT





HOUSE



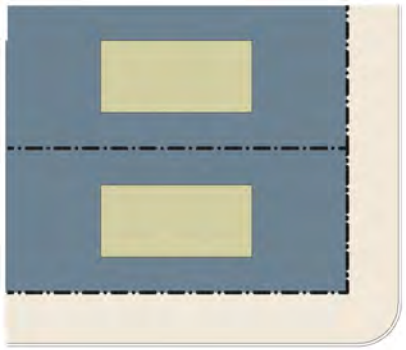
DUPLEX, TRIPLEX, FOURPLEX

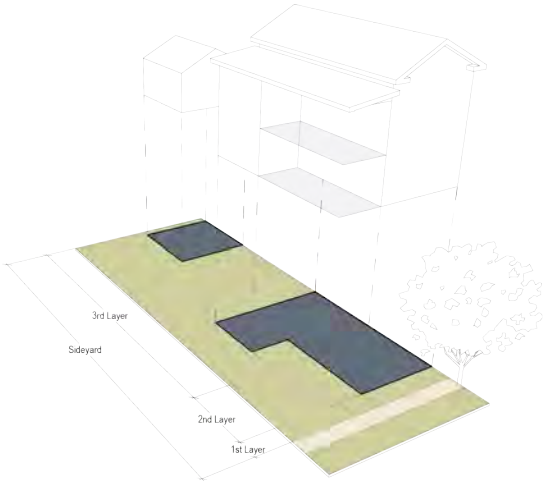
(b) SIDEYARD

The placement of a Building within the boundaries of its Lot to create a private Sideyard, with a Setback to one side. A shallow Front Setback defines a more urban condition. If the adjacent Building is similar with a blank side wall, the yard can be quite private. This type permits systematic climatic orientation response to the sun or the breeze. If a Sideyard House abuts a neighboring Sideyard House, the type is known as a twin or double House.

Variants: Sideyard House

GENERAL PLACEMENT





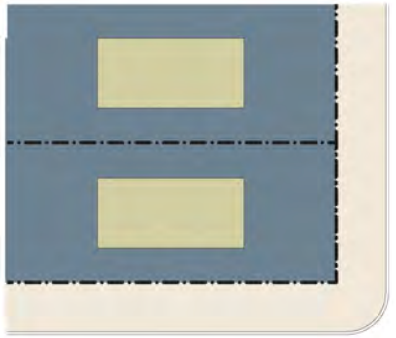
SIDEYARD

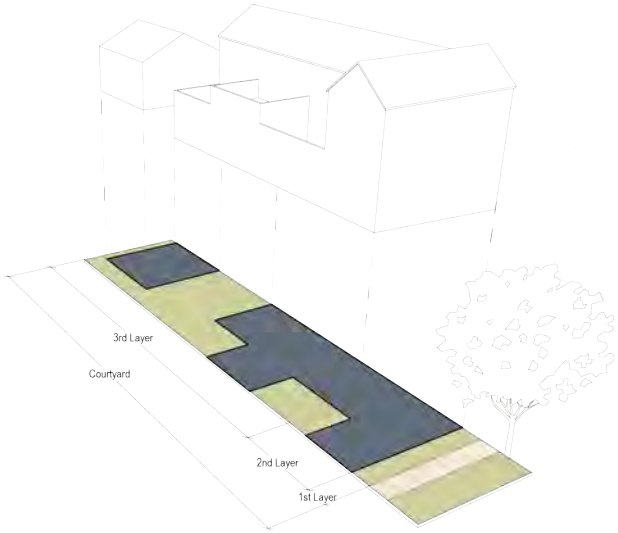
(c) COURTYARD

A Building placed within the boundaries of its Lot to create a private Courtyard, while internally defining one or more private patios. Common walls shared with adjacent buildings create a continuous Facade along the Frontage Line that steadily defines the public Thoroughfare in front of the Building. This is the most urban of types, as it is able to shield the Private Realm from all sides.

Variants: Courtyard House, Courtyard Apartment Building

GENERAL PLACEMENT





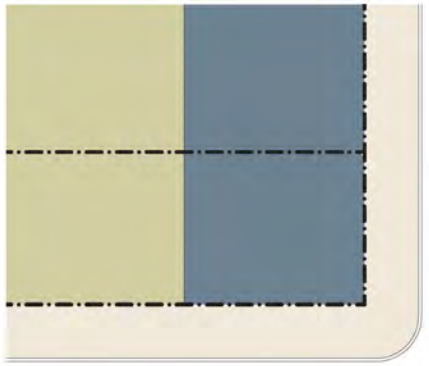
COURTHOUSE

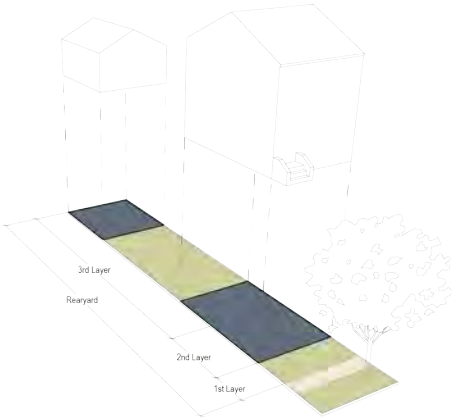
(d) REARYARD

The placement of a Building within the boundaries of its Lot to create a Rearyard, leaving the rear of the Lot as private space or available for dedicated parking in its Commercial form. Common walls shared with adjacent buildings create a continuous Facade along the Frontage Line that steadily defines the pubic Thoroughfare in front of the Building. Rear elevations may be articulated for functional purposes.

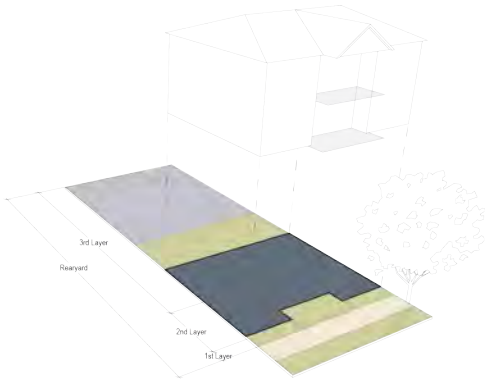
Variants: Rowhouse, Apartment Building (5+ Units), Commercial Building, Live-Work Building, Mixed-Use Building,

GENERAL PLACEMENT

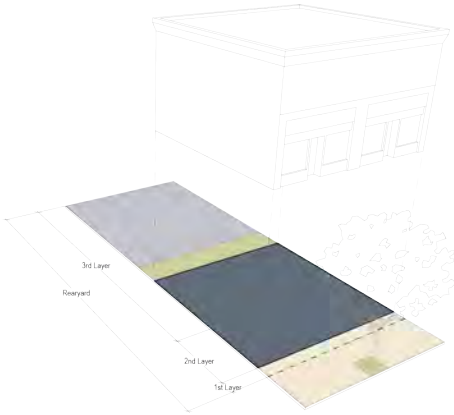




ROWHOUSE



APARTMENT BUILDING



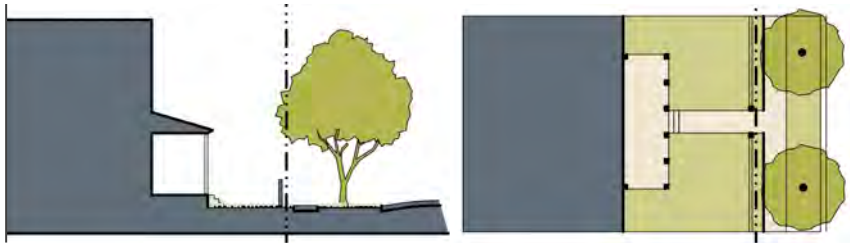
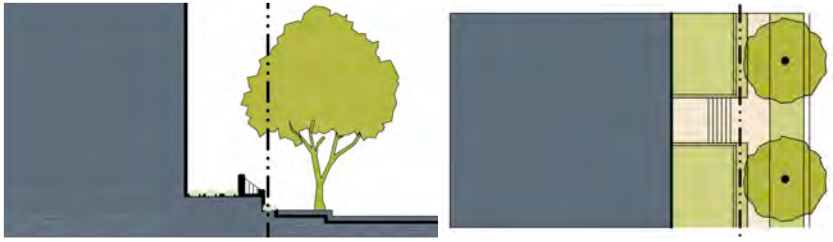
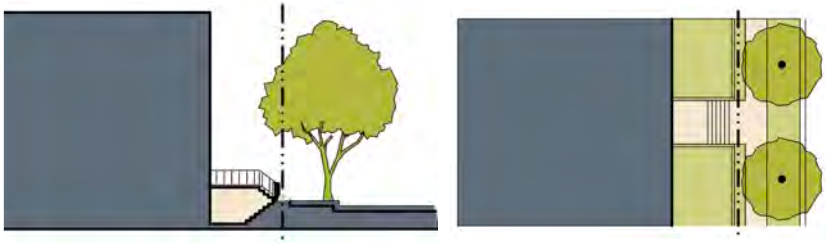
COMMERCIAL BUILDING

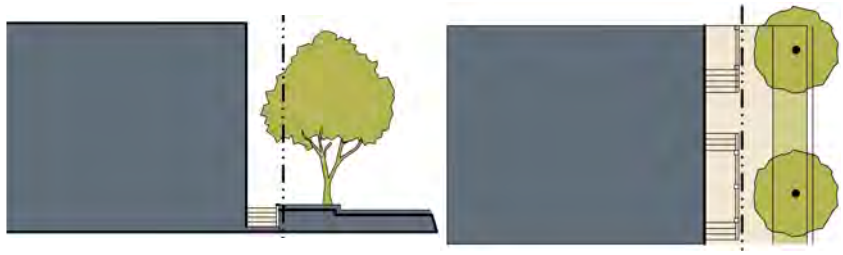
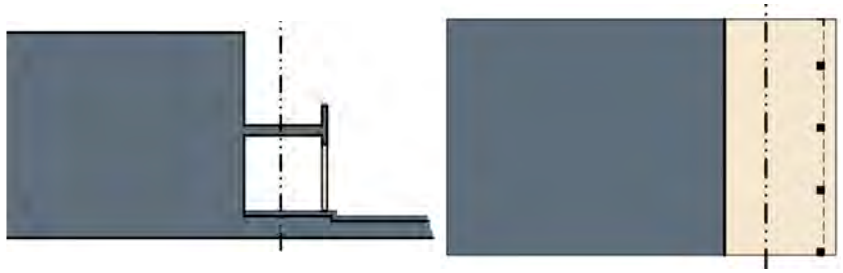
P** SEE OVERLAY DISTRICTS P = PERMITTED NP = NOT PERMITTED

SEC 6.5.001 PERMITTED BUILDING TYPES PER PLACE TYPE

	P1	P2	P3	P4	P5
A: REARYARD					
COMMERCIAL BUILDING	NP	NP	NP	NP	P
APARTMENT BUILDING	NP	NP	NP	P**	P
ROWHOUSE	NP	NP	NP	P	P
B: SIDEYARD					
SIDEYARD	NP	NP	NP	P	P
C: COURTYARD					
COURTYARD HOUSE	NP	NP	NP	P	P
COURTYARD APARTMENT BUILDING	NP	NP	NP	P**	P
D: EDGEYARD					
RANCH HOUSE, VILLA	NP	P	P	NP	NP
HOUSE	NP	P	P	P	NP
DUPLEX	NP	P	P	P	NP
TRIPLEX, FOURPLEX	NP	NP	NP	P	NP

SEC. 6.5.002 PERMITTED ENCROACHMENTS PER PLACE TYPE

	Private Realm | Public Realm	P3	P4	P5	DESCRIPTION
PORCH		P	P	NP	A roof covered raised platform at the entrance to a building.
DOORYARD		NP	P	P	An elevated front yard extending to the Frontage Line, buffering it from Pedestrian activity of the Sidewalk.
TERRACE		NP	P	P	An elevated, paved patio or veranda at the entrance to a Building. This type is suitable for first floor Commercial Uses as outdoor seating space.
STOOP		NP	P	P	An exterior stair and landing leading to an elevated first Story of a Building.

	Private Realm | Public Realm	P3	P4	P5	DESCRIPTION
LIGHTWELL		NP	P	P	An exterior stair and landing leading to a below grade Story of a Building.
GALLERY		NP	P	P	An attached cantilevered shed or a lightweight colonnade extending from a Building Facade to overlap the sidewalk.
ARCADE		NP	NP	P	Colonnade supported upper stories of a Building projecting over the Sidewalk, where the Facade of the first Story remains or behind the Frontage Line.

P = PERMTTED NP = NOT PERMITTED

SEC. 6.5.003 BUILDING STANDARDS PER PLACE TYPE

Place Types	P1	P2	P3	P4	P5
A. LOT OCCUPATION					
Lot Coverage		40% max	60% max	70% max	80% max
Facade Buildout at Build-to-Line		40% min	40% min	60% min	80% min
Build-to-Line		10 ft - no max	10 ft - 25 ft*	5 ft - 15 ft	2 ft - 15 ft
* Lots exceeding 1/2 acre may extend the 1 Layer of the Lot up to 60 ft from the Frontage Line.					
B. BUILDING HEIGHT (STORIES)					
Principal Building		2 max	2 max	3 max**	5 max / 3 max*
Accessory Dwelling Unit		2 max	2 max	2 max	2 max
* CD Downtown/ Old Town					
** 2 1/2 Max in Overlay					
C. ENCROACHMENTS					
First Layer Encroachments					
Open Porch		50% max	50% max	80% max	n/a
Balcony and/or Bay Window		25% max	25% max	50% max	100% max
Stoop, Lightwell, Terrace or Dooryard		NP	NP	100% max	100% max
R.O.W. Encroachments * **					

Place Types	P1	P2	P3	P4	P5
Awning, Gallery, or Arcade		NP	NP	to within 2 ft. of the Curb	to within 2 ft. of the Curb
First Layer Encroachment Depths					
Porch		5 ft min	8 ft min	8 ft min	n/a
Gallery		NP		10 ft min	10 ft. min.
Arcade		NP			12 ft. min.
D. PARKING LOCATION					
Second Layer		P	P	NP	NP
Third Layer		P	P	P	P
*** Required to go through an Encroachment process					

ARTICLE 6.6 OUTDOOR LIGHTING

(a) Public Lighting is intended to illuminate the Public Realm with the appropriate Lumen per Place Type. The Standards of this section are intended to provide adequate Lumen output to safely light sidewalks, Streets, and Civic Spaces or other Public Realm features. Dark skies are a key part of Bastrop's authentic nature. The Lighting Standards promote a future dark sky for the community.

SEC. 6.6.001 SCOPE

(a) This article applies within the City Limits.

(1) Nothing herein shall be construed as preventing or limiting the City from applying this article to the ETJ through agreements with property owners, or as a term affixed to a conditional approval (such as a Variance).

SEC. 6.6.002 EXEMPTION

(a) The following are exempt from the application of the Standards of this article:

(1) Lighting equipment required by law to be installed on motor vehicles; or

(2) Lighting required for the safe take-off and landing of aircrafts.

SEC. 6.6.003 PROHIBITION

(a) A person commits an offense by doing the following:

(1) Installs Outdoor Lighting contrary to this article.

(2) Fails to comply with any terms or conditions set forth in a permit issued under this article.

(3) Installs Outdoor Lighting without obtaining a permit when the total number of the Lumen outputs for all lights installed within any 90-day period is greater than 2,500 lumens.

SEC. 6.6.004 NEW LIGHTING

(a) General. All Outdoor Lighting shall be installed in conformance with the provisions of this article, applicable electrical codes, energy codes, and Building Codes, except as provided herein.

(b) Nonresidential. All Outdoor Lighting installed on Nonresidential properties shall conform to the Standards by this article, except as provided herein.

(c) Residential. All Outdoor Lighting installed on Residential properties that is affixed to a Construction Project that a building permit is required under this Code shall conform to the Standards established by this article.

SEC. 6.6.005 NONCONFORMING EXISTING LIGHTING

(a) All existing Outdoor Lighting that was legally installed before the enactment of this article which does not conform with the Standards specified imposed by this article shall be considered nonconforming. Nonconforming Outdoor Lighting is allowed to remain until required to be replaced pursuant to the terms of this article.

(b) If more than 50% of the total appraised value of a Structure (as determined from the records of the county's appraisal district), has been destroyed, the nonconforming status expires and the Structure's previously nonconforming Outdoor Lighting must be removed and may only be replaced in conformity with the Standards of this article.

(c) Nonconforming Outdoor Lighting shall be brought into conformance with this article as follows:

(1) Nonresidential Application. All existing Outdoor Lighting located on a subject property that is part of an Application for a rezoning Application, Subdivision approval, or a building permit for a major Addition is required to be brought into conformance with this article before final inspection, issuance of a Certificate of Occupancy, or Final Plat recordation, when applicable. For the following permits issued by the City, the Applicant shall have a maximum of 90 days from date of permit issuance to bring the Lighting into conformance: Site Development permit, Sign permit for an externally or internally illuminated outdoor Sign, initial alcoholic beverage permit, initial food establishment permit, and on-site sewage facility permit.

(2) Residential Addition or remodel. Nothing herein shall be construed to terminate a Residential property's nonconforming status as a result of an Addition or remodel.

(3) Abandonment of nonconforming. A nonconforming Structure shall be deemed abandoned if the Structure remains vacant for a continuous period of 6 months. In that instance, the nonconforming status expires and the Structure's previously nonconforming Outdoor Lighting must be removed and may only be replaced in conformity with the Standards of this article.

(d) It is unlawful to expand, repair or replace Outdoor Lighting that was previously nonconforming, but for which the prior nonconforming status has expired, been forfeited, or otherwise abandoned.

(e) Outdoor Lighting on property used for Commercial purposes that is not in conformance with this article shall be brought into conformance with this article within 10 years from the date of adoption of this article. For property annexed into the City Limits after the date of the adoption of this Code, the 10-year period established by this subsection shall commence upon the effective date of the annexation. Nothing in this subsection may be construed to allow Light Trespass or any other form of nuisance from Outdoor Lighting. A new purchaser of property may request a three-year extension to come into compliance if property is purchased within 10 years of the enactment of this article.

SEC. 6.6.006 SHIELDING & TOTAL OUTDOOR LIGHT OUTPUT STANDARDS

(a) City owned streetlights, if rated by the B-U-G classification system:

(1) Shall be rated and installed with the maximum backlight component limited to the values in Table 1 based on location of the light fixture where the property line is considered 5 feet beyond the actual property line.

Table 1	Governmental Owned Rating
Fixture is greater than 2 mounting heights from property line	B3
Fixture is 1 to less than 2 mounting heights from property line	B2
Fixture is -.5 to 1 mounting heights from property line	B1
Fixture is less than 0.5 mounting height to property line	BO

(2) Shall be rated and installed with the uplight component of zero (UO); and

(3) Shall be rated and installed with the glare component of no more than G1 unless four-sided external shielding is provided so that the Luminous Elements of the fixture are not visible from any other property. Mounting height or topography may cause the Luminous Elements of a G1 or G0 rated governmental owned streetlight to require additional shielding to reduce glare.

(b) Governmental owned streetlights, if not rated by the B-U-G classification system, shall meet the qualifications to be full cutoff fixtures. (See Figure C). Mounting height or topography may cause the Luminous Elements of a governmental owned streetlight to require additional shielding to reduce glare.

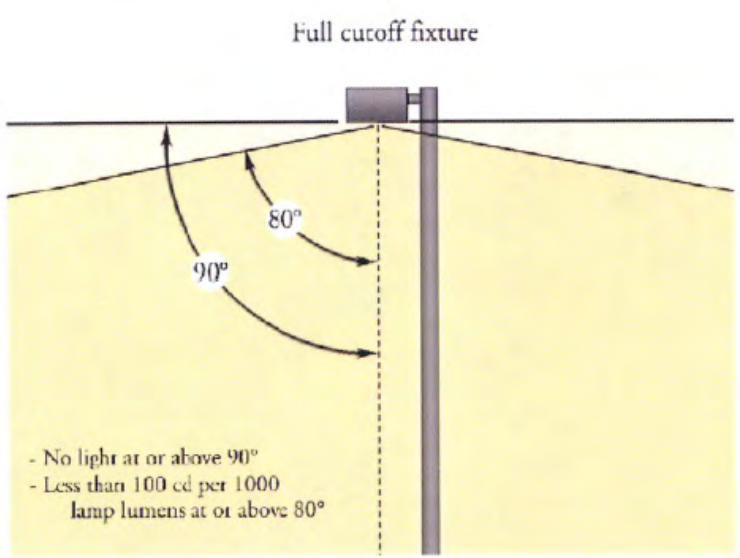


Figure C

Figure C: Full cutoff fixtures do not allow any light to be emitted above the fixture. The fixture limits the light output in the first 10 degrees below the horizontal, to less than 10% of the total light output.

(c) All Outdoor Lighting, except governmental owned streetlights, shall be shielded so that the Luminous Elements of the fixture are not visible from any other property. Mounting height or proximity to property lines may cause the Luminous Elements of a light fixture to require additional shielding (See Figure D and Figure E).

Figure D

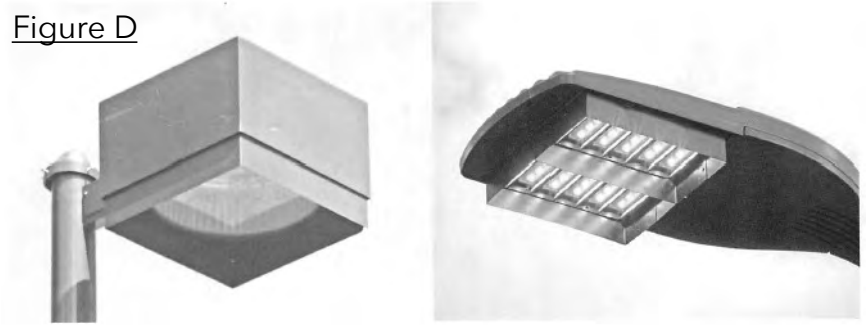




Figure E

(d) Nongovernmental light fixtures, if rated by the B-U-G classification system:

(1) Shall be rated and installed with the maximum backlight component limited to the values in Table 1 based on location of the light fixture where the property line is considered to be 5 feet beyond the actual property line;

(2) Shall be rated and installed with the uplight components of zero (U0), except for Uplighting covered in this article;

(3) Shall be rated and installed with the glare component no more than G0 unless four-sided external shielding is provided so that the Luminous Elements of the fixture are not visible from any other property; and

(4) Shall be shielded in accordance with this article.

(e) Outdoor Uplighting is prohibited, except in cases where the fixture is shielded by a roof overhang or similar structural shield and a licensed architect or engineer has stamped a prepared Lighting plan that ensures that the light fixtures(s) will not cause light to extend beyond the structural shield, and except as specifically permitted in this article.

(f) Outdoor Lighting fixtures, except Uplighting are not allowed to have light escape above a horizontal plane running through the lowest point of the luminous elements. (See Figure F and Figure G).

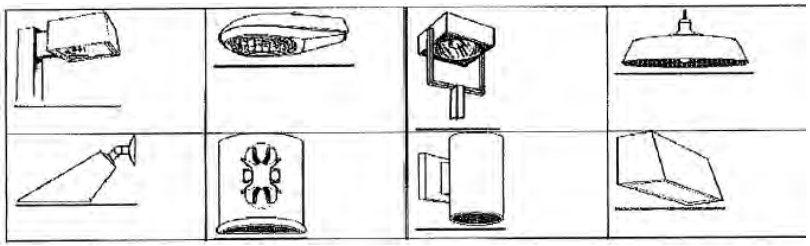


Figure F

Figure F: This figure shows examples of fixtures that may conform to the provision to not allow light to escape above a horizontal plane running through the lowest point of the Luminous Elements if they are closed on top and mounted such that the bottom opening is horizontal. Note that the mounting height and proximity to the property line, or internal optics may cause them to need additional shielding to prevent the Luminous Elements from being visible from any other property.

A practical way to determine if a light fixture will conform to the provision to not allow light to escape above a horizontal plane running through the lowest point of the luminous elements: the lamp or tube, any reflective surface or lens cover (clear or prismatic) must not be visible when viewed from above or the side.

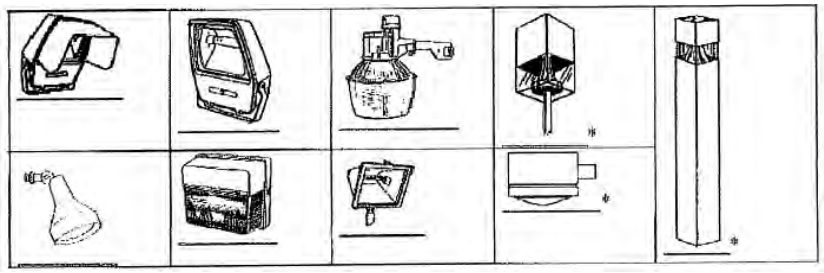


Figure G

Figure G: This figure illustrates examples of fixtures that do not conform to the provision to not allow light to escape above a horizontal plane running through the lowest point of the luminous elements.

**Note: Even though the lamps in these fixtures are shielded from direct view when viewed from the side or above, reflective surfaces within the fixtures and/or lens covers are directly visible from the side.*

(g) Total Outdoor Light Output (excluding governmental owned streetlights used for illumination of public rights-of-way and outdoor recreation facilities) of any Nonresidential property shall not exceed 100,000 lumens per net acre in any contiguous illuminated area. This Lumen per net acre value is an upper limit and not a design goal; design goals should be the lowest levels that meet the requirement of the task.

(h) Total Outdoor Light Output (excluding governmental owned streetlights used for illumination of public rights-of-way and outdoor recreation facilities) of any Residential property shall not exceed 25,000 lumens per net acre in any contiguous illuminated area.

SEC. 6.6.006 OUTDOOR RECREATION FACILITIES

(a) Lumen cap exemption.

(1) Outdoor recreational facilities are not subject to the lumens per net acre limit.

(2) Outdoor Lighting for sports facilities shall be designed to create minimum off-site spill, glare, and sky glow while honoring the guidelines for class IV play, as defined by the Illuminating Engineering Society of North America (IESNA) publication, IES RP-06 or guidelines of a recognized sports organization such as the Texas University Interscholastic League (UIL), Little League, or the United States Soccer League. To be considered a recognized sports organization, the City must first approve such organizations guidelines.

(3) Class IV levels of illumination, as defined by IESNA, are encouraged to be utilized during practices if the competition Lighting is established at a higher illumination level than class IV.

(4) Shielding. Fixtures used for non-aerial sports, such as track and field, shall be fully shielded. Fixtures used for aerial sports, such as baseball and softball shall be shielded to the full extent possible while also allowing the minimum of vertical illuminance needed by the players to track the ball as stated in writing by a sports Lighting engineer recognized by peers as being an expert in that field. The sports Lighting vendor must meet the guidelines for the specific sport and have the lowest available off-site spill, glare, and sky glow values.

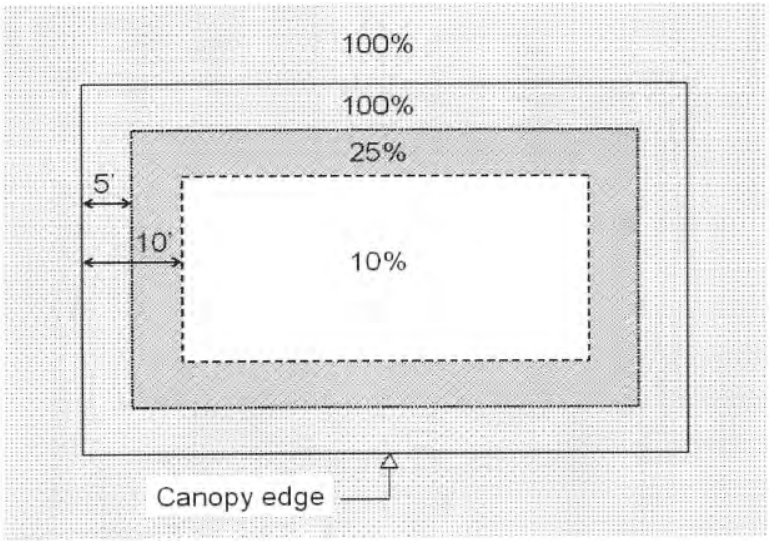


Figure I.

Figure I: Plan view of a canopy, showing fixture location and initial lamp output percentage counted toward total lumens.

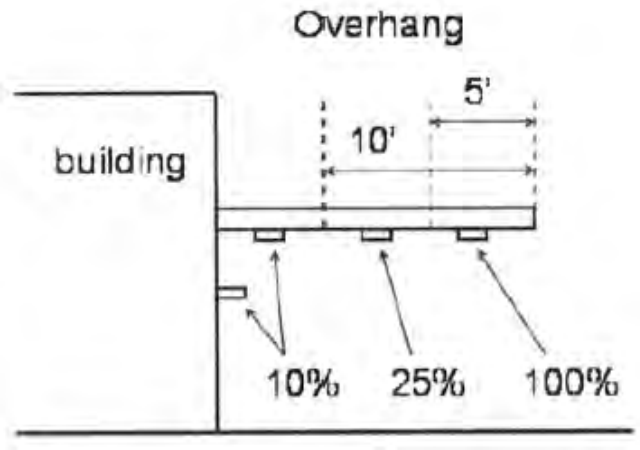


Figure J.

(b) Certification. Lighting systems for outdoor recreational facilities shall be designed and certified by an engineer registered in the state as conforming to all applicable restrictions of this Code before Construction commences. Further, after installation is complete, an engineer registered in the state shall certify that the Lighting system installation is consistent with the certified design.

(c) Curfew. No sports facility shall be illuminated between 10:30 p.m. and sunrise, except to conclude a scheduled recreational or sporting event in progress that began prior to 9:30 p.m. Lighting under canopies, Building overhangs, or roof eaves.

(d) All outdoor light fixtures located under canopies, under Building overhangs, or under roof eaves must conform to all provisions of this article.

(e) Outdoor light fixtures located under canopies, under Building overhangs, or under roof eaves where the center of the lamp or luminaire is located at 5 feet, but less than 10 feet from the nearest edge of the canopy or overhang are to be included in the Total Outdoor Light Output as though they produced only 1/4 of the lamp's rated Lumen output. (See Figure I and Figure J).

SEC. 6.6.007 NEON LIGHTING

(a) Neon Lighting is permitted, so long as Lumen calculations from such Lighting are included in the Total Outdoor Light Output calculations for the Site . Lumens are calculated on a per foot basis, rather than per "fixture." Such Lighting shall also be subject to the shielding requirements of this section, unless exempted under the Exemptions Section of this article.

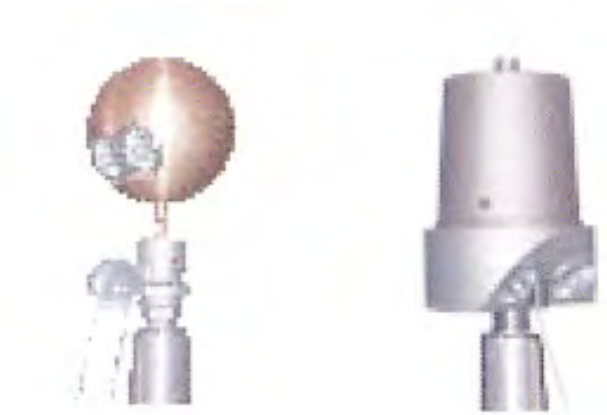


Figure K.

SEC. 6.6.008 FLAGPOLES

(a) If the flag of the United States of America is displayed during the hours of darkness, it should be illuminated as recommended in the Federal Flag Code.

(b) Lighting of up to a total of 2 flags per property is permitted with the following conditions:

(1) The flags must either be the flag of the United States of America, a flag of the state, a flag of a military branch of the United States of America or a flag of a branch of military of the state in order for illumination to be permitted.

(2) Flagpoles with a height greater than 20 feet above ground level shall be illuminated from above, if illuminated at all. This may be achieved by utilizing a light fixture attached to the top of the flagpole or a fixture mounted above the top of the flagpole on a Structure within 15 feet of the flagpole and must comply with all sections of this article except for lights such as the ones in Figure K. The total number of lumens initially output from any light fixture mounted on top of or above a flagpole is limited to 800.

(3) Flagpoles with a height equal to or less than 20 feet above ground level may be illuminated from below. They are to be illuminated with up to 2 spot type fixtures utilizing shields or diffusers to reduce glare, whose maximum combined Lumen output is 78 lumens per foot of pole height, measured from the light fixture to the top of the flagpole. The fixture is to be mounted so that the lens is perpendicular to the

flagpole and the light output points straight up at the flag.

(4) Lamps used for flagpole illumination shall be included in the Total Outdoor Light Output.

SEC. 6.6.009 LIGHTING CURFEWS

(a) Nonresidential Outdoor Lighting intended to be left on more than 30 minutes after closing or the completion of activities must be reduced to 25% or less of the Total Outdoor Light Output allowed.

(b) Motion sensor activation may be allowed to cause the light to resume Total Outdoor Light Output allowed only when activated and to be reduced back to 25% or less of Total Outdoor Light Output allowed within 5 minutes after activation has ceased, and the light shall not be triggered by activity off the property.

(c) The 75% reduction in illumination may be accomplished by dimming, by turning off 75% of the light fixtures, by a combination of the two, or by any other method that results in a Total Outdoor Light Output of no more than 25% of the Total Outdoor Light Output allowed.

(d) Illumination for all advertising Signs, both externally and internally illuminated, shall be turned off by the later of closing time or 10:00 p.m., provided, however, that such Signs may be turned back on prior to sunrise, but no more than one hour prior to opening.

(e) Street Lighting, other than at the intersection of roadways, shall utilize half night photocells or timers to turn off the lights halfway between dusk and dawn. Passive reflective roadway markings are encouraged.

(f) Outdoor recreational facilities must follow the curfew as defined in the Shielding and Total Outdoor Light Output Standards Section of this article.

(g) All Outdoor Lighting is encouraged to be turned off when no one is present to use the light.

SEC. 6.6.010 PROHIBITIONS

(a) The installation of any mercury vapor fixture or lamp for use as Outdoor Lighting is prohibited.

(b) Luminaries rated at more than 3000 Kelvin (K) are prohibited with the exception of luminaries installed prior to the enactment of this revised article rated no more than 4000K, that are shielded on every side so that the source of light is not visible from any other property and the combination of all such fixtures within any ten-foot by ten-foot area does not produce more than 4100 lumens for a

pole mounted fixture or 2050 lumens for a wall mounted fixture. Luminaries with a higher Kelvin rating are permitted if the Scotopic-to-Photopic (S/P) ratio is no greater than 1.2.

(c) The installation of any barn-light style fixture for use as Outdoor Lighting is prohibited unless the fixture includes a full opaque reflector instead of the standard translucent lens. An example of barn-light style with and without the required opaque reflector is shown in Figure L.

(d) The operation of searchlights for advertising purposes is prohibited.

Figure L: Acceptable shielding of barn-style light fixtures.



Figure L.

SEC. 6.6.011 SUBMISSION OF PLANS AND EVIDENCE OF COMPLIANCE

(a) All building permit applications must include an Outdoor Lighting plan that includes the following information:

(1) The location of all existing and proposed light fixtures (may be included on-Site Plan).

(2) A Lumen calculation sheet to determine lumens per net acre. It must include the square footage of the total area to be illuminated, the light fixture catalog descriptions or ordering number, lamp types (i.e., incandescent, low pressure sodium, compact fluorescent, LED, etc.), the Kelvin rating for the lamp, the B-U-G rating for the selected fixture (if available); the number of fixtures or lamps (use the same unit corresponding to the unit used to determine how many lumens are produced), fixture or lamp initial lumens, the location from the edge of a canopy (if applicable), and mounting height of all existing and proposed lamps.

(3) Manufacturer's specification sheets for all existing and proposed light fixtures.

(4) Elevations with notes where light fixtures are to be installed indoors that may be seen from the exterior.

(5) Site plan with specific measurements in feet for the area to be illuminated. A scale notation is not sufficient.

(6) Acknowledgement that the Applicant has received notification of the provisions of this article.

(b) Upon receipt of Residential building permit applications, City staff shall provide the homebuilder and/or Applicant with educational materials about this article. The City's submission of educational materials shall be prima facie evidence that the Applicant has received notification of the provisions of this article.

(c) Verification that a Residential or Commercial Construction Project requiring a building permit Application has complied with the provisions of this article shall occur during the final electrical inspection by the City building inspector.

(d) For the first 60 days after the enactment of this article, Residential building permit Applicants may postpone the submission of the plans and evidence of compliance defined in this section for a maximum of 30 business days after the submission of their building permit Application.

SEC. 6.6.012 EXEMPTIONS

(a) The following Lighting instances are exempt from this article:

(1) Outdoor light fixtures with a maximum output of 180 lumens per fixture, regardless of the number of bulbs, may be left unshielded provided the fixture has a diffuser installed, and the source of the light is not visible from any other property. The output from these fixtures shall not exceed 10% of the Total Outdoor Light Output allowed.

(2) Outdoor light fixtures with a maximum output of 360 lumens per fixture, regardless of the number of bulbs, that are shielded with a medium to dark tone lens provided said lens reduces the Lumen output approximately in half, and the source of the light is not visible from any other property. The output from these fixtures shall not exceed 10% of the Total Outdoor Light Output allowed.

(3) Outdoor Lighting that light is produced directly by the combustion of fossil fuels.

(4) Lighting required by law to be installed on motor vehicles.

(5) Lighting needed during activities of law enforcement, fire and other emergency services.

(6) Lighting employed during emergency repairs of roads and utilities may be unshielded provided the lights are positioned so they do not shine in the eyes of passing drivers.

(7) Lighting required for the safe operation of aircraft.

(8) Temporary Lighting required to save life or property from imminent peril provided the lights are positioned so they do not shine in the eyes of passing drivers.

(9) Festoon type low-output lamps are limited to small individual bulbs on a string with a maximum output of 56 lumens within any square foot. The bulbs must have a rating of no more than 2800 Kelvin, may not be located within 3 feet of a reflective surface such as a light colored or metal wall, and the bulbs may not be visible from any Residential property within 50 feet of the installed lights. The Lumen output from these lamps shall be doubled for inclusion in the Total Outdoor Light Output calculations and that doubled Lumen value shall not exceed 20% of the Total Outdoor Light Output allowed for the property.

(10) Low-intensity mini-lights or rope-type lights in amber, gold, yellow, cream, red, orange, or warm white wrapped on a tree, post, or other similar object provided the layers are at least 6 inches apart. The output from these mini-lights shall not exceed 2% of the Total Outdoor Light Output allowed for the property and will be included in the lumens calculation for the Total Outdoor Light Output allowed.

(11) Temporary Lighting for theatrical, television, performance areas, events, or Construction areas provided the lights are positioned so they do not shine in the eyes of passing drivers and the source of the illumination is shielded from any other property. This Temporary Lighting must not allow any light to be projected or reflect above the Structures or trees on the property.

(12) Lighting required by federal or state laws or Standards.

SEC. 6.6.013 CERTIFICATES OF OCCUPANCY AND COMPLIANCE

(a) Certificates of Occupancy shall be required for any of the following:

(1) Occupancy and use of a Building hereafter erected or structurally altered.

(2) Change in use of an existing Building to a use of a different classification.

(3) Change in the use of land to a use of a different classification.

(4) Change in occupant or Business within a Building.

(b) No such use or change of use shall take place until a Certificate of Occupancy has been issued by the Building Official. A fee shall be established by separate ordinance.

(c) Procedure for New or Altered Buildings:

(1) Written Application for a Certificate of Occupancy for a new Building or for an existing Building that is to be altered shall be made at the same time as the Application for the building permit for such Building. Said Certificate shall be issued after the Building Official orders the Building or Structure inspected and finds no violations of the provisions of this Code or other Standards that are enforced by the Building Official. Said Certificate shall be issued by the Building Official or their agent after the erection or Alteration of such Building or part thereof has been completed in conformity with the provisions of this Code.

(d) Procedure for vacant land or a change in Building use:

Written Application for a Certificate of Occupancy for the use of vacant land, a change in the use of land or a change in the use of a Building, or for a change from a nonconforming use to a conforming use shall be made to said Building Official or their agent. If the proposed use is a conforming use, as herein provided, written Application shall be made to said Building Official. If the proposed use is found to be in conformity with the provisions of this Code, the Certificate of Occupancy shall be issued after the Application for same has been made and all required inspections are completed for approval by the Building Official.

(e) Contents:

Every Certificate of Occupancy shall contain the following: 1) building permit number, 2) the address of the Building, 3) the name and address of the owner, 4) a description of that portion of the Building that the

Certificate is issued, 5) a statement that the described portion of the Building has been inspected for compliance with the requirements of the ICC Codes division of occupancy, 6) the name of the Building Official, 7) use (uses) allowed, and 8) issue date of Certificate of Occupancy.

(f) Posting:

The Certificate of Occupancy shall be posted in a conspicuous place on the Premises and shall not be removed except by the Building Official or their authorized agent.

(g) Revocation:

The Building Official may, in writing, suspend or revoke a Certificate of Occupancy issued under the provisions of this Code whenever the Certificate is issued in error, or on the basis of incorrect information supplied, or when it is determined that the Building or Structure or portion thereof is in violation of any ordinance or standard or any of the provision of this Code or the Building Code and other codes adopted by the City, and any amendments thereto.

CHAPTER 7: PUBLIC REALM DEVELOPMENT STANDARDS



ARTICLE 7.1 STREETS & PUBLIC REALM

SEC. 7.1.001 INTENT

(a) The Public Frontage is the space where public investments and land is used to connect people to places.

(b) The Pedestrian comfort shall be the primary consideration for the design of Streets. Design conflicts between vehicular and Pedestrian movement shall be decided in favor of the Pedestrian.

(c) A diversity of Street Tree Species should be planted throughout the City of Bastrop to promote resistance to disease and insect blight.

(d) Street Trees should be planted to create a visually unified streetscape.

SEC. 7.1.002 GENERAL

(a) Development located within the City Limits shall be subject to the requirements of this Section. Development in the ETJ shall comply with the rules of Subdivision Chapter, Sign Chapter, and all environmental regulations as allowed by state law and the rules established by the Inter-local Agreement with Bastrop County.

(b) Streets are intended for use by vehicular and Pedestrian traffic and to provide access to lots and Civic Spaces.

(c) New Streets shall be required when shown on the City's adopted Master Thoroughfare Plan. In addition, each Farm Lot shall include internal Streets to create Building Blocks.

(d) Street Arrangement: The Bastrop Master Transportation Plan and Thoroughfare Master Plan establish the foundation for the Mandatory Street Network. Unless otherwise approved by the City Council, provision shall be made for the extension of Streets through any new neighborhood. Off-center Street intersections with Streets in adjacent neighborhoods shall be avoided. All Streets shall be continuous or in alignment with existing Streets unless variations are deemed advisable by the Council due to topography and requirements of traffic circulation.

(e) Street Design: To assure adequate and proper Streets, a soils evaluation report by a licensed Engineer shall be required. This report shall be submitted with the plans and specifications for Street improvements. Generally, all Streets shall be surfaced with one of the surfaces indicated below with Curb and gutter as set forth in and

built according to the current City of Bastrop Construction Standards Manual and Details.

(f) Street Widths: Major Streets serving Place Types P5 or EC shall have a minimum dedicated right-of way of 80 feet and a minimum paving width Curb to Curb of 32 feet. Connector Streets used to primarily serve neighborhoods and serving Place Types P3, P4, or P5 shall have a minimum dedicated right-of-way of 55.5 feet and a minimum (paving) width Curb to Curb of 28 feet. Neighborhood and Local Streets primarily serving Place Type P3 shall have a minimum dedicated right-of-way of 55.5 feet with a minimum paving width Curb to Curb of 28 feet. Streets in P2 and rural areas shall generally be constructed with concrete ribbon curbs and the right-of-way may vary.

(g) Intersections:

(1) All Streets, major, neighborhood connector or P3 Streets must intersect at a 90 degree angle, unless existing Site constraints will not allow for this alignment.

(2) Curbs at acute angle intersections, if approved, shall have 25 foot radii at acute corners.

(3) Each new Street intersection with, or extending to meet, an existing Street, shall be tied to the existing Street on center line.

(4) Minimum Curb radius at intersections:

A. Primary Multimodal Streets - 20 foot

B. Local Connector - 15 foot

C. Residential Streets - 10 foot

(h) Cul-De-Sacs:

(1) Dead-end Streets must be avoided unless approved due to geographically sensitive areas, topography, railroad tracts, or another physical barrier as approved by the DRC.

(2) Dead-end Streets may be platted where the land being divided adjoins property not being divided, in which case the Streets shall be carried to the boundaries thereof. Streets designed to be permanently dead-end shall not be longer than 500 feet and shall be provided at the closed end with a paved cul-de-sac at least 80 feet in diameter.

(3) Temporary turnarounds are to be used at the end of a Street more than 300 feet long that will be extended in the future.

(i) Partial or Half-Streets: Partial or half-Streets may be provided where the City Council believes that a Street should be located on a property line.

(j) Street Names: New Streets shall be named to provide continuity of name with existing Streets and to prevent conflict with identical or similar names in other parts of the City, as determined by the 911 coordinator for the City and/or County.

(k) Private Streets: To prevent future conflicts regarding Street maintenance, private Streets are prohibited, except where justified by special considerations. Private Streets may be permitted by approval of the City Council after evaluation of such considerations.

(l) Street Signs: Street Signs are required at all intersections. Signs will meet current City Sign Standards or match the existing Street Signs of the adjacent joining Streets.

(m) Alleys:

(1) Pavement Type: Alleys shall be paved with reinforced concrete conforming to Street paving requirements.

A. Alternative Construction methods may be approved by the Director of Engineering.

(2) Width: A minimum paved width of 16 feet and a minimum right-of-way of 20 feet shall be required for all alleys.

(3) Drainage: Adequate Drainage shall be provided with paved sections or by swales to drain all lots to Streets without Drainage easements through lots where possible. The depth of Swale shall be as required for Drainage with a minimum longitudinal slope of 1/2 of 1.5% percent toward a Street or Drainage easement.

(4) Streets and Alleys shall be designed by a register engineer meeting the specifications of this manual and the City of Bastrop Construction Standards Manual.

ARTICLE 7.2 NEW STREETS

SEC. 7.2.001 GENERAL

(a) The new Streets section establishes and documents the policies, procedures, and practices for how the City manages physical improvements in the Street right-of-way and on public property. It attempts to provide a comprehensive resource for all procedures, Standards, and guidelines affecting physical changes in the Street right-of-way.

(b) The Streets section summarizes this Code requirements for Street and Alley improvements and presents specific criteria for design and installation.

SEC. 7.2.002 INTENT

(a) The intent of the new Street regulations is to provide a palette of Street typologies and design elements reflecting the character of different areas within the City.

(b) The new Street regulations provide adequate travel lanes for vehicles, cyclists, and pedestrians.

(c) The City supports the use of context sensitive design solutions and complete Streets and will review projects on a case-by-case basis for conformance with these concepts.

(d) The Street typical cross-sections displayed in this section provide a guide to balancing the needs of all modes of travel. Modifications to these typical cross sections may be made by the City Engineer.

(e) The appropriate Street typical cross-section will be selected by the City Engineer based on both engineering and land use context factors, including anticipated vehicle volumes.

(f) Administrative design adjustments approved by the Director of Planning & Development may be appropriate when an existing Building would impede roadway expansion; when transitioning from a different Street section; or where strict compliance with this Code would pose a safety hazard.

SEC. 7.2.003 STREET RIGHT-OF-WAY WIDTH

(a) Street right-of-way width for Thoroughfare Master Plan Streets must be dedicated as specified in the Transportation Master Plan.

(b) Alignments may be adjusted as approved by the DRC.

(c) Applicants must dedicate sufficient right-of-way to the City for Streets and sidewalks, in accordance with the Master Transportation Plan. Typical Street right-of way widths are illustrated in this Section.

(d) The City may require turn lanes and additional right-of-way beyond that shown in the applicable Street typical cross-section to accommodate turn lanes when warranted.

SEC. 7.2.004 MEASUREMENT OF STREETS & PUBLIC REALM

(a) Face of Curb. All measurements of parking spaces and lane widths are taken from the Face of Curb and are inclusive of the gutter.

(b) Pavement Markings. All measurements of parking spaces and lane widths are made to the center of pavement markings.

ARTICLE 7.3 STREET TYPES

(a) A range of Streets Types have been provided which correspond back to the built environment they serve. Street Types were created in conjunction with all other B^3 Code sections to promote long-term fiscal sustainability and a walkable environment. Each Street Type contains characteristics which correspond with the Place Types and Building Types in the B^3 Code.

(b) The following Street illustrations are to be used as a guide when designing Streets for Neighborhood Regulating Plans or Zoning Concept Schemes and Infill Street designs. The Streets types are separated into two categories:

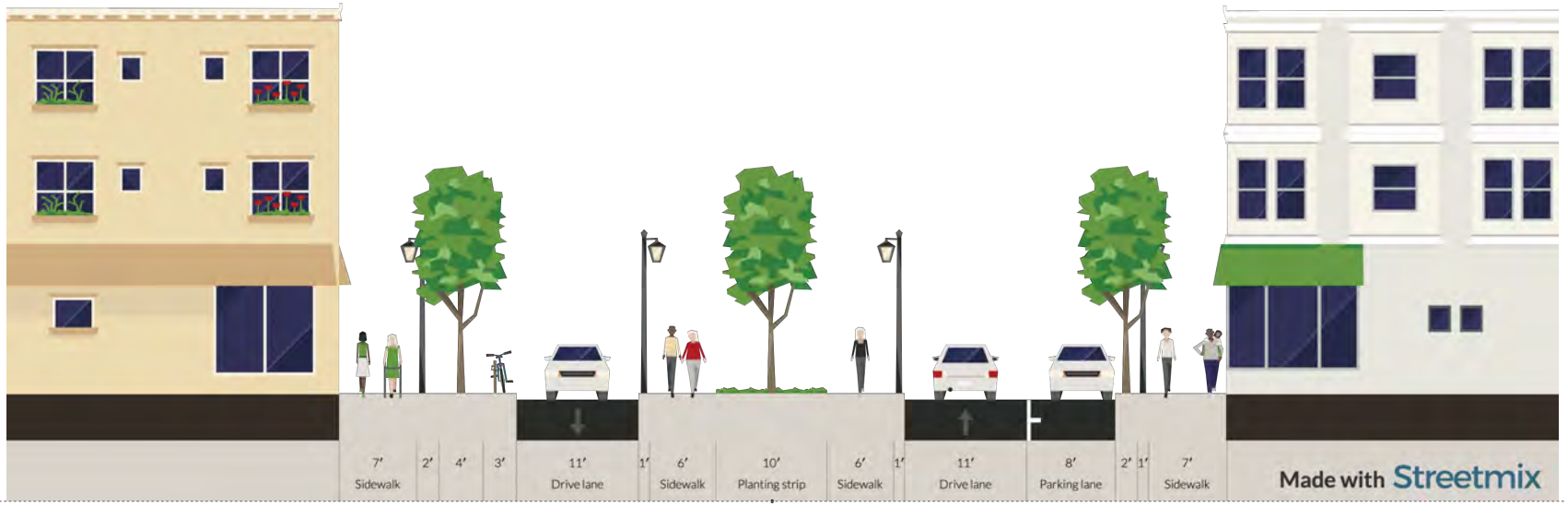
(1) **Primary Multimodal Streets** (80' R.O.W.) - provide a higher degree of mobility than most of the grid network by serving travel between major destinations or activity centers, as well as providing local cross-City route alternatives to the major highway routes. These Streets should be designed as walkable, low-to-moderate speed Thoroughfares that carry both through and local traffic, pedestrians, and bicyclists. These Streets are also important connections for primary goods movement and emergency response routes. These Streets will often require additional right-of-way than a typical grid connector, either for additional through travel lanes or for dedicated Pedestrian and bicycle facilities (Bastrop Master Transportation Plan).

(2) **Local Connector Streets** (55.5' R.O.W.) - provide a higher degree of direct access to abutting property.

These Streets should be designed as walkable, low-speed Streets that connect different Development districts and Residential neighborhoods with each other. The Local Connector Street network should provide continuous, connected links to distribute local travel patterns. Due to the diversity of content in neighborhoods these Streets serve, a variety of Street design elements and cross sections may be appropriate to serve adjacent land use contexts. This includes potential accommodations for higher Pedestrian, bicyclist, or on-Street parking demand (Bastrop Master Transportation Plan).

(3) **Rural Streets** (R.O.W. varies) – provide local access to rural areas primarily characterized by large lots, Farm Lot scale developments or Open Space. Due to environmental protections, rolling terrain, and low-density Development context, a rural cross section and design elements are recommended.

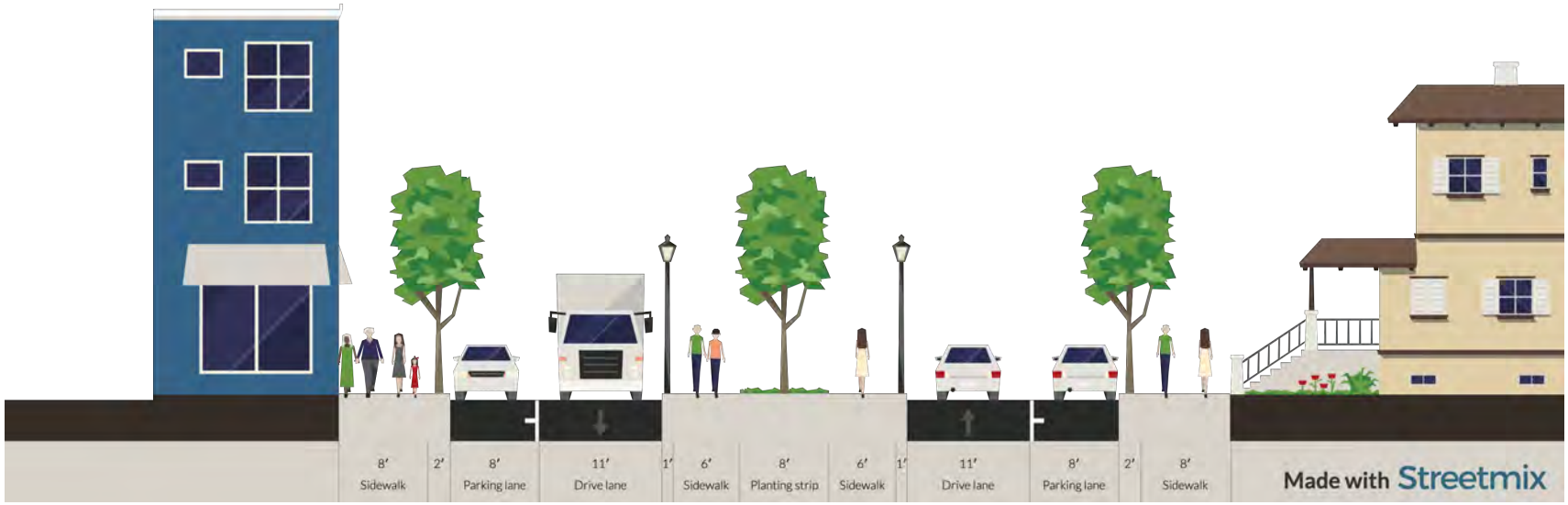
SEC. 7.3.001 PRIMARY MULTIMODAL STREET: BOULEVARD



Street Type:	Boulevard is a two-way Street with a median, non-continuous parking on both sides, and multi-modal driving lanes	**Planter Type:**	Continuous planter
Right-of-Way Width:	80 feet	**Curb Type:**	Standard 6-inch Curb
Pavement Width	30 feet	**Landscape Type:**	Trees at 30 feet O.C. average
Design Speed:	30 MPH	**Building Types Allowed:**	See B^3 Code Sec. 6.5

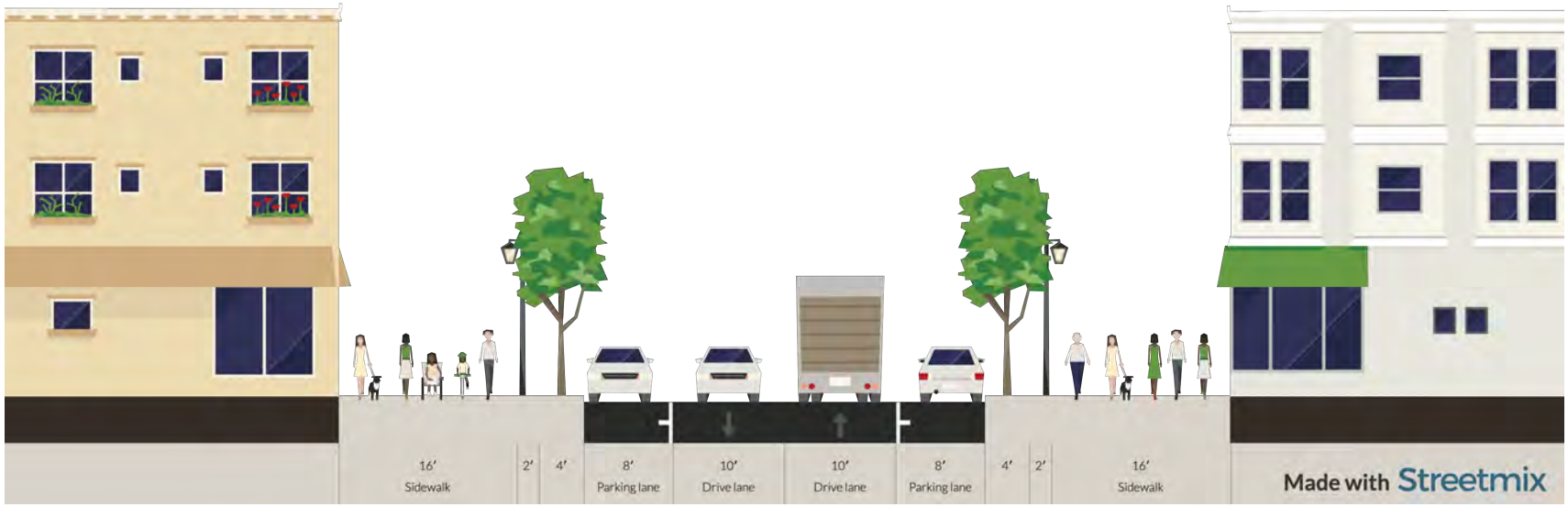
Traffic Lanes:	Two lanes at 11 feet each	**Frontage Line Setback:**	See B³ Code Sec. 6.5.003
Parking Lanes	Non-continuous parking on both sides with Curb Extensions at corners and mid-Block.	**Private Frontage Allowed:**	See B³ Code Sec. 6.5.002
Curb Radius	15 feet	**Street Lights:**	Shielded Post and Column type
Walkway Type	10-15 feet Sidewalk	**Place Types:**	P4, P5

SEC. 7.3.002 PRIMARY MULTIMODAL STREET: AVENUE



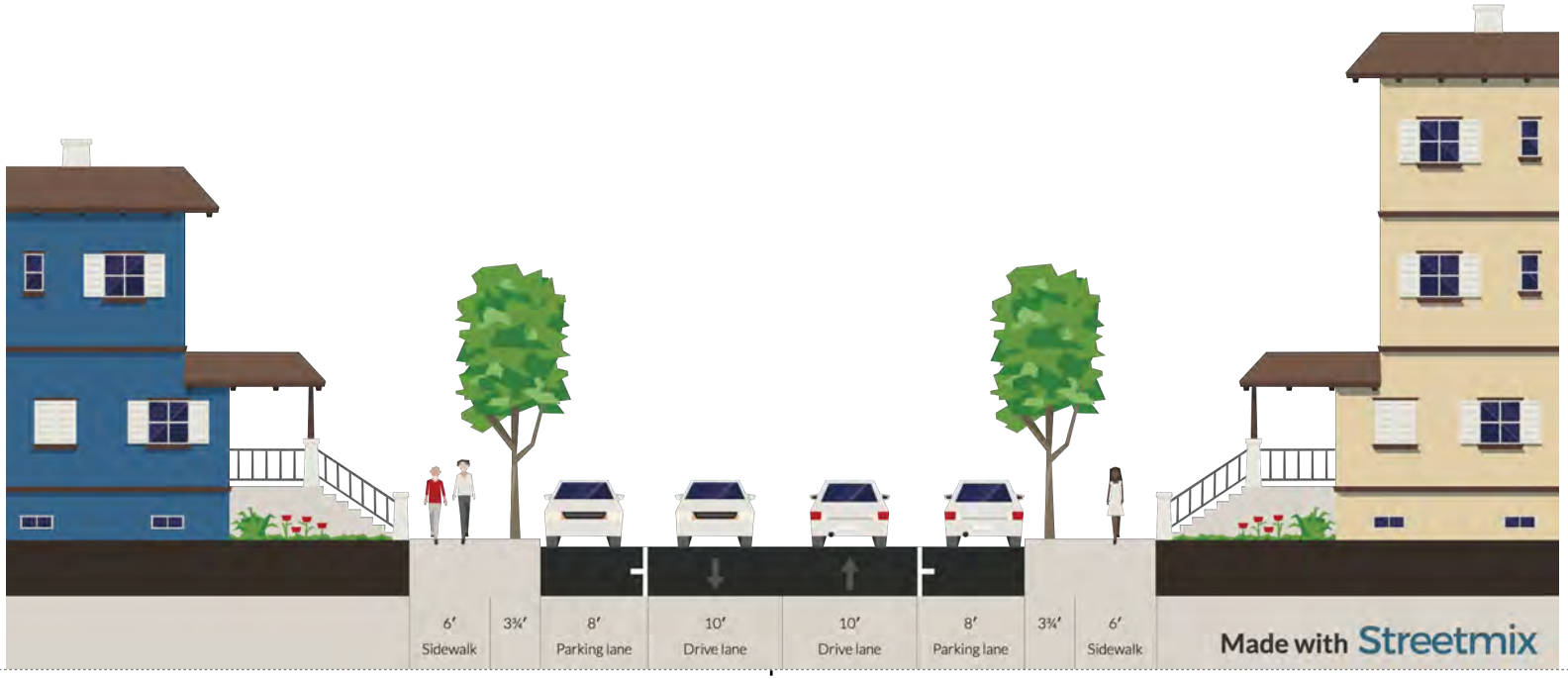
Street Type:	Two-way Street with Parking	**Planter Type:**	Continuous planter
Right-of-Way Width:	80 feet	**Curb Type:**	Standard 6-inch Curb
Pavement Width	36 feet	**Landscape Type:**	Trees at 30 feet O.C. average
Design Speed:	30 MPH	**Frontage Line Setback:**	See B³ Code Sec. 6.5.003
Traffic Lanes:	Two lanes at 11 feet each	**Private Frontage Allowed:**	See B³ Code Sec. 6.5.002
Parking Lanes	Both sides parallel at 8 feet, marked	**Street Lights:**	Shielded Post and Column type
Curb Radius	10 feet	**Place Type**	P3, P4, P5
Walkway Type	6-15 feet Sidewalk	**Building Types Allowed**	See B³ Code Article 6.5

SEC. 7.3.003 PRIMARY MULTIMODAL STREET: REGIONAL COMMERCIAL



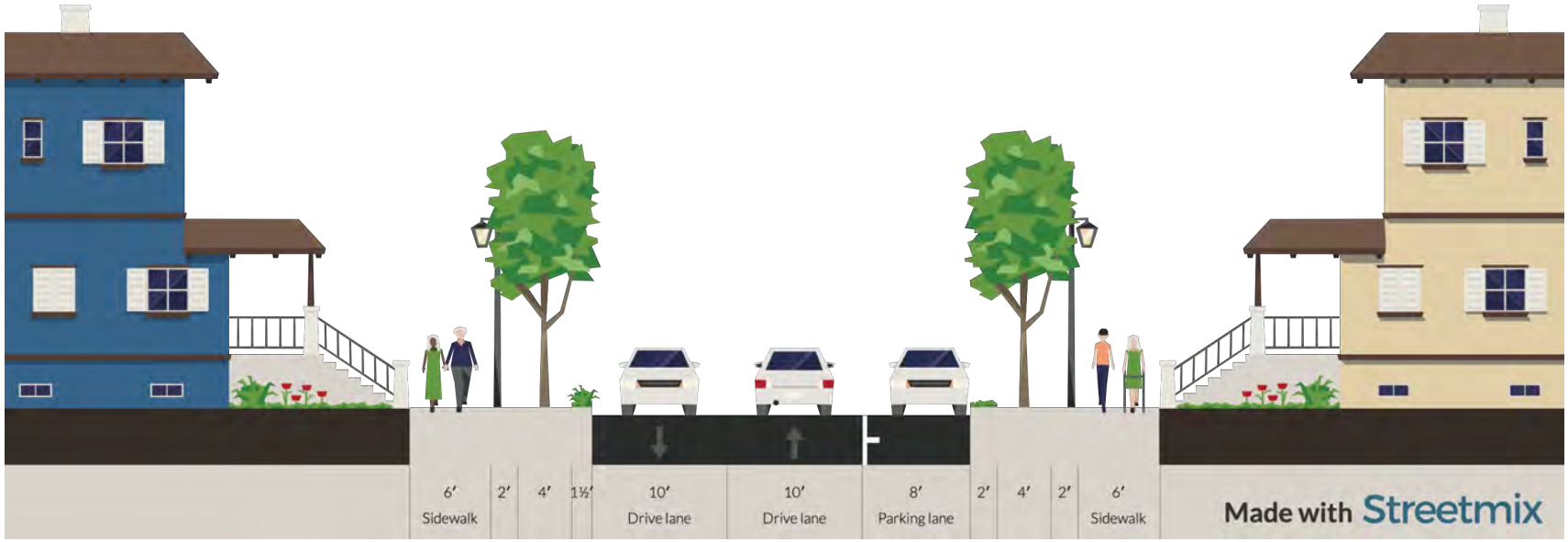
Street Type:	Two-way Street with parking	**Planter Type:**	Tree Well
Right-of-Way Width:	80 feet	**Curb Type:**	Standard 6-inch Curb
Pavement Width	36 feet	**Landscape Type:**	Trees at 30 feet O.C. average
Design Speed:	25 MPH	**Building Types Allowed:**	See B³ Code Article 6.5
Traffic Lanes:	Two lanes at 10 feet each	**Frontage Line Setback:**	See B³ Code Sec. 6.5.003
Parking Lanes	Both sides parallel at 8 feet, marked	**Private Frontage Allowed:**	See B³ Code Sec. 6.5.002
Curb Radius	15 feet	**Street Lights:**	Shielded Post and Column type
Walkway Type	16-foot Sidewalk	**Place Types:**	P5

SEC. 7.3.004 LOCAL CONNECTOR STREET: CONNECTOR



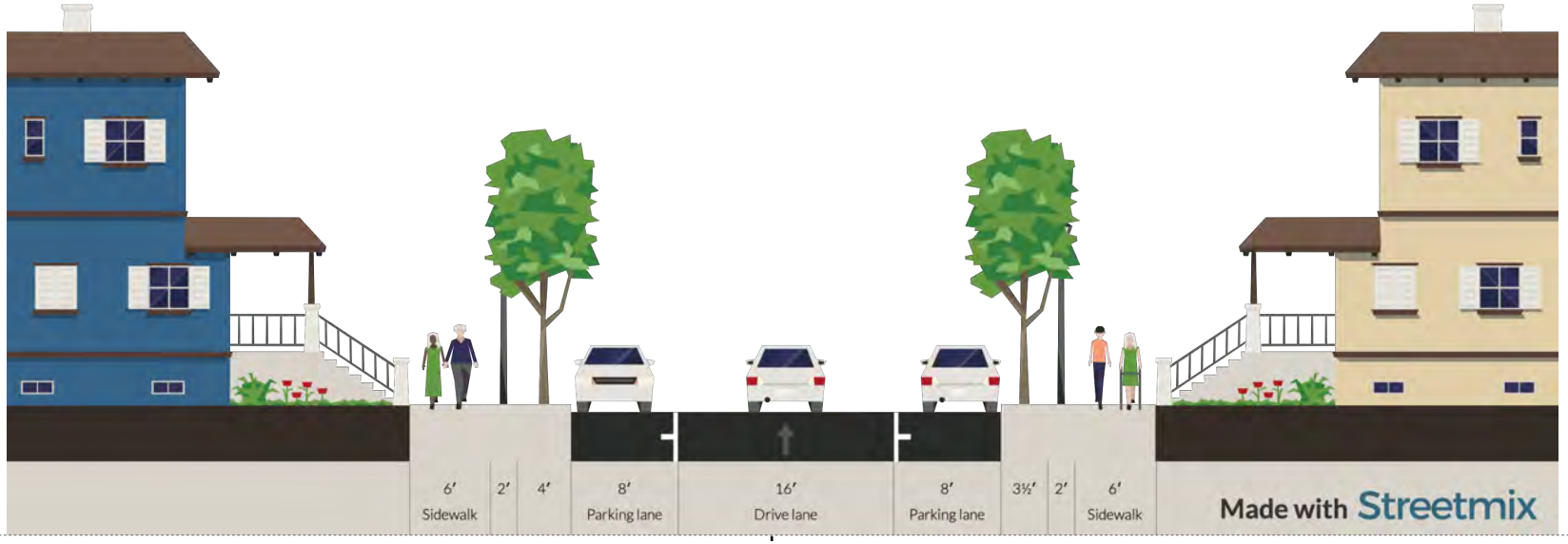
Street Type:	Two-way Street with parking	**Planter Type:**	Continuous planter
Right-of-Way Width:	55.5 feet	**Curb Type:**	Standard 6-inch Curb
Pavement Width	36 feet	**Landscape Type:**	Trees at 30 feet O.C. average
Design Speed:	25 MPH	**Building Types Allowed:**	See B³ Code Article 6.5
Traffic Lanes:	Two lanes at 10 feet each	**Frontage Line Setback:**	See B³ Code Sec. 6.5.003
Parking Lanes	Both sides parallel at 8 feet, marked	**Private Frontage Allowed:**	See B³ Code Sec. 6.5.002
Curb Radius	15 feet	**Street Lights:**	Shielded Post and Column type
Walkway Type	6-feet Sidewalk	**Place Types:**	P3, P4, P5

SEC. 7.3.005 LOCAL CONNECTOR STREET: NEIGHBORHOOD STREET A



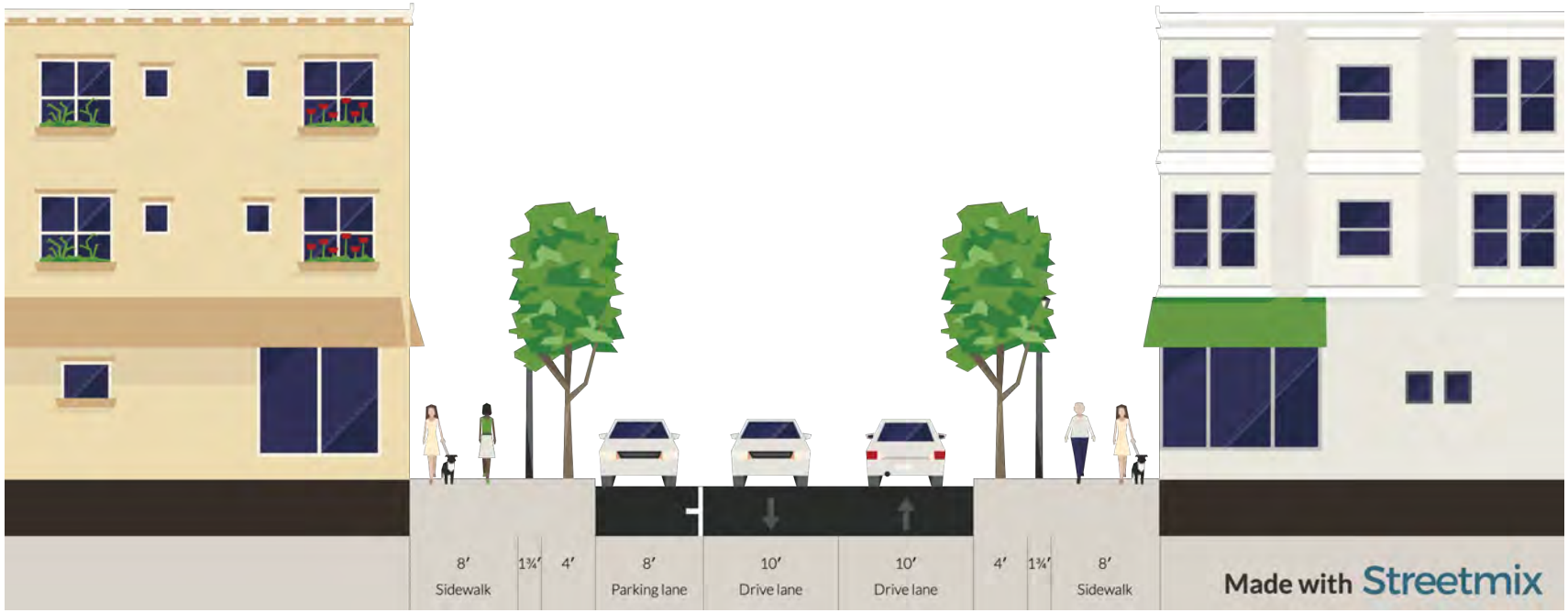
Street Type:	Two-way Street with parking	**Planter Type:**	Continuous planter
Right-of-Way Width:	55.5 feet	**Curb Type:**	Standard 6-inch Curb
Pavement Width	28 feet	**Landscape Type:**	Trees at 30 feet O.C. average
Design Speed:	20 MPH	**Building Types Allowed:**	See B³ Code Article 6.5
Traffic Lanes:	Two lanes	**Frontage Line Setback:**	See B³ Code Sec. 6.5.003
Parking Lanes	One side at 8 feet, marked	**Private Frontage Allowed:**	See B³ Code Sec. 6.5.002
Curb Radius	15 feet	**Street Lights:**	Shielded Post and Column type
Walkway Type	6-feet Sidewalk	**Place Types:**	P3, P4

SEC. 7.3.006 LOCAL CONNECTOR STREET: NEIGHBORHOOD STREET B



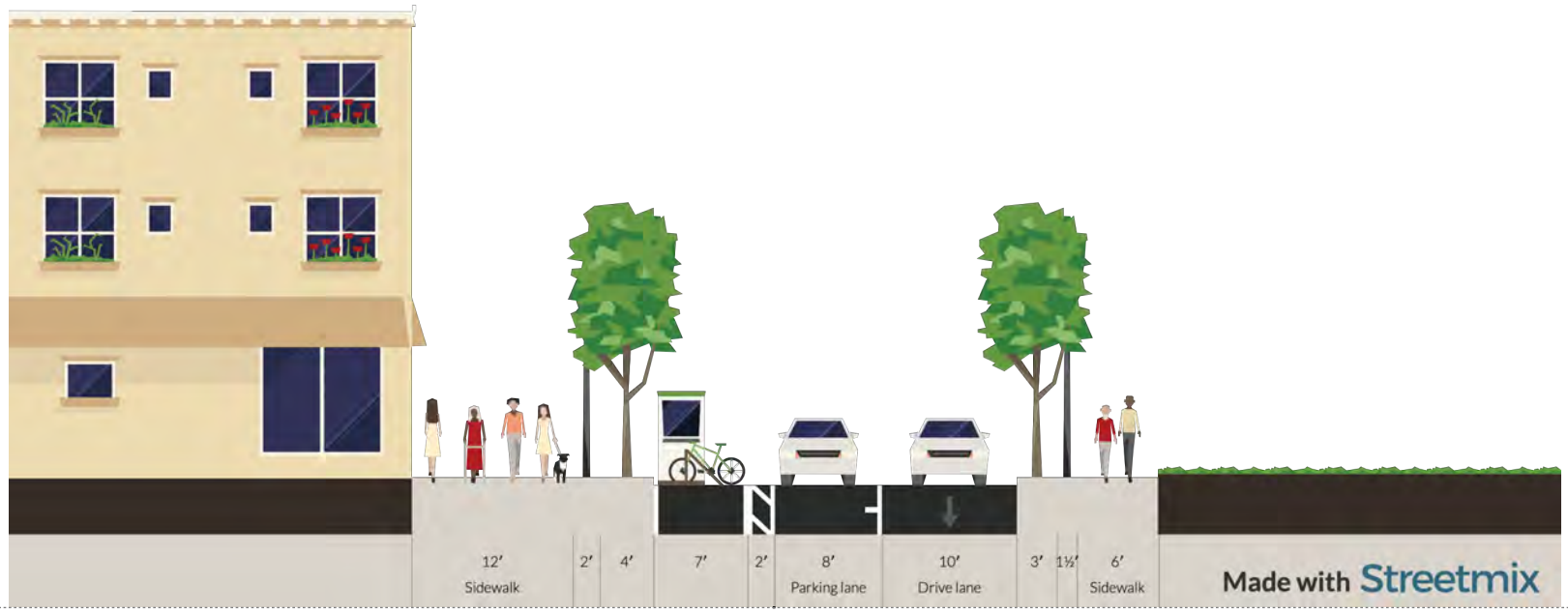
Street Type:	Two-way Street with parking	**Planter Type:**	Continuous planter
Right-of-Way Width:	55.5 feet	**Curb Type:**	Standard 6-inch Curb
Pavement Width	28 feet	**Landscape Type:**	Trees at 30 feet O.C. average
Design Speed:	20 MPH	**Building Types Allowed:**	See B³ Code Article 6.5
Traffic Lanes:	Two-way Yield Street	**Frontage Line Setback:**	See B³ Code Sec. 6.5.003
Parking Lanes	Both sides parallel at 8 feet, marked	**Private Frontage Allowed:**	See B³ Code Sec. 6.5.002
Curb Radius	15 feet	**Street Lights:**	Shielded Post and Column type
Walkway Type	6-foot Sidewalk	**Place Types:**	P3, P4

SEC. 7.3.007 LOCAL CONNECTOR STREET: LOCAL COMMERCIAL



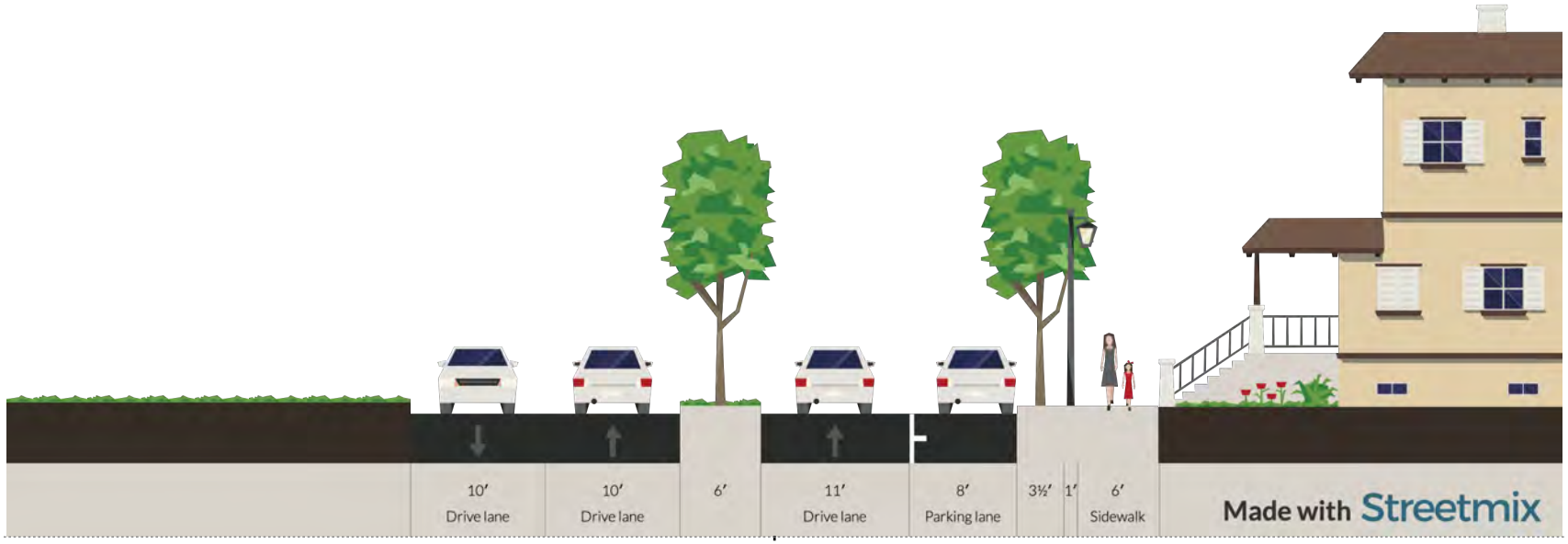
Street Type:	Two-way Commercial Street	**Planter Type:**	Tree Well
Right-of-Way Width:	55.5 feet	**Curb Type:**	Standard 6-inch Curb
Pavement Width	28 feet	**Landscape Type:**	Trees at 30 feet O.C. average
Design Speed:	25 MPH	**Building Types Allowed:**	See B³ Code Article 6.5
Traffic Lanes:	Two lanes at 10 feet each	**Frontage Line Setback:**	See B³ Code Sec. 6.5.003
Parking Lanes	Parallel on one side at 8 feet, marked	**Private Frontage Allowed:**	See B³ Code Sec. 6.5.002
Curb Radius	15 feet	**Street Lights:**	Shielded Post and Column type
Walkway Type	8 to 12-foot sidewalk	**Place Types:**	P4, P5

SEC. 7.3.008 LOCAL CONNECTOR STREET: COURT STREET



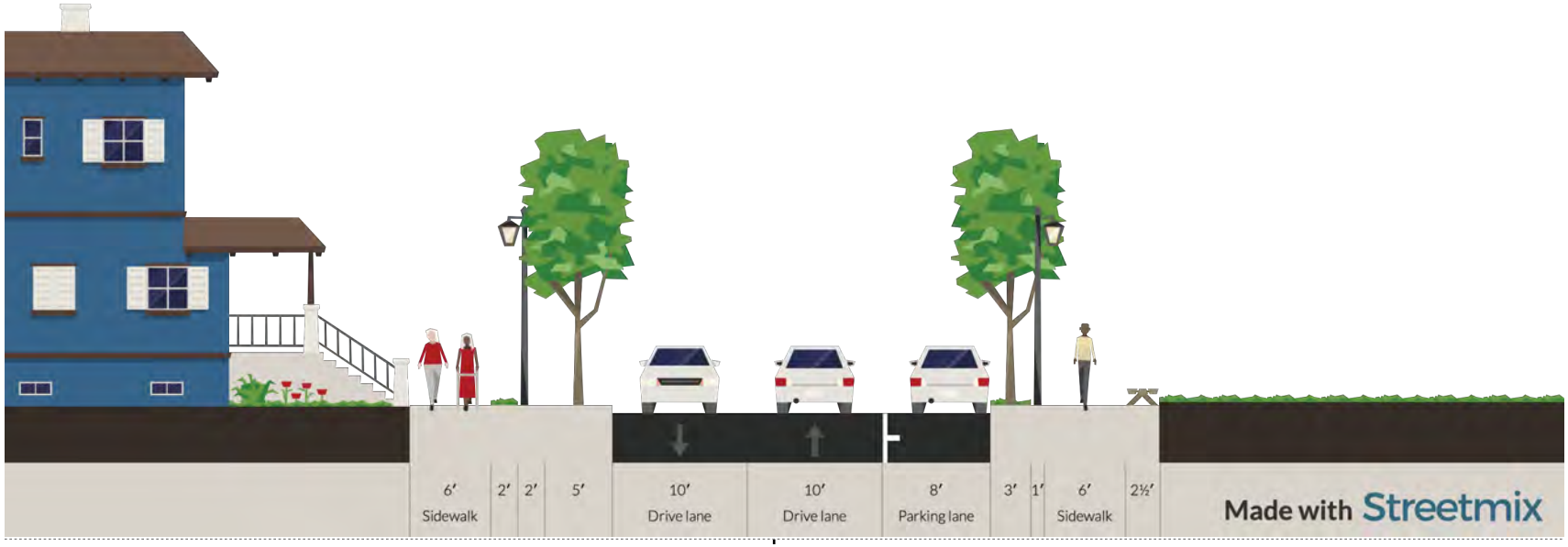
Street Type:	One-way with parking	**Planter Type:**	Continuous planter
Right-of-Way Width:	55.5 feet	**Curb Type:**	Standard 6-inch Curb
Pavement Width	27 feet	**Landscape Type:**	Trees at 30 feet O.C. average
Design Speed:	20 MPH	**Building Types Allowed:**	See B³ Code Article 6.5
Traffic Lanes:	One lane 10 feet wide	**Frontage Line Setback:**	See B³ Code Sec. 6.5.003
Parking Lanes	8 feet, Building side only	**Private Frontage Allowed:**	See B³ Code Sec. 6.5.002
Curb Radius	20 feet	**Street Lights:**	Shielded Post and Column type
Walkway Type	8 to 16-feet Sidewalk along buildings and 6 feet long Park edge (optional)	**Place Types:**	P3,P4, P5

SEC. 7.3.009 LOCAL CONNECTOR STREET: SLIP STREET



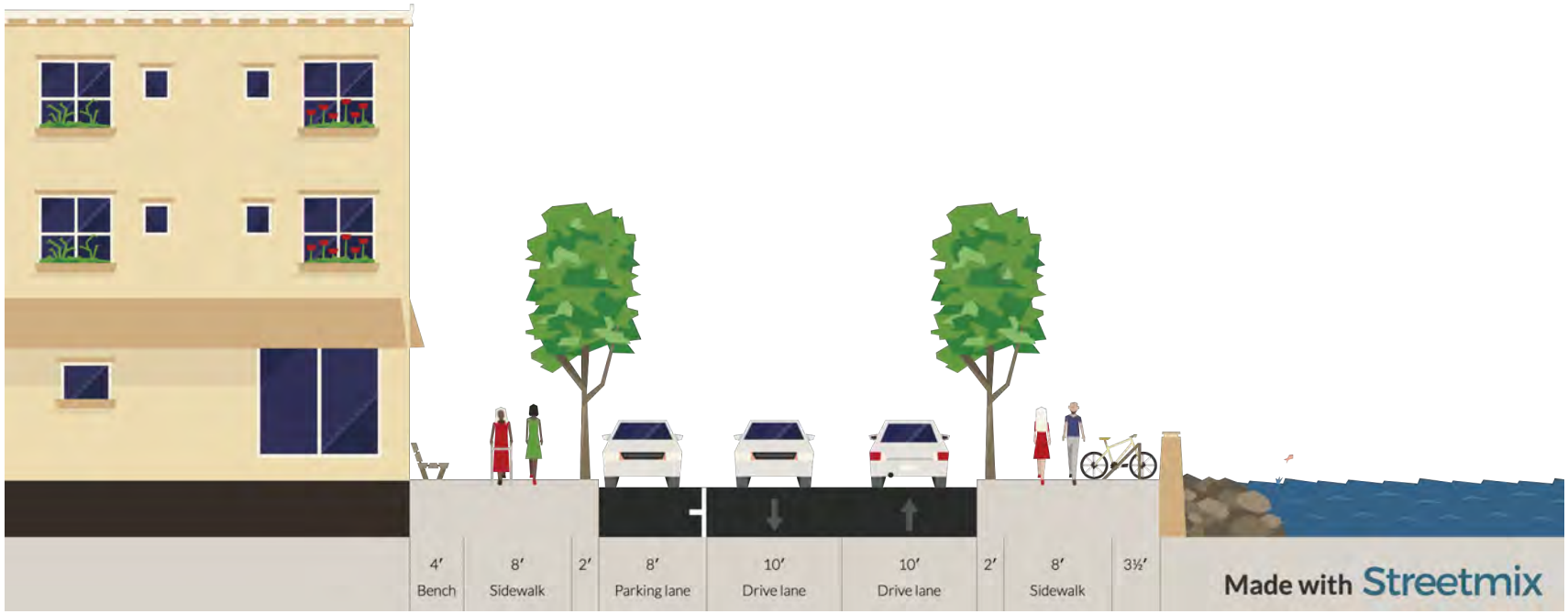
Street Type:	One-way with parking	**Planter Type:**	Continuous planter
Right-of-Way Width:	55.5 feet	**Curb Type:**	Standard 6-inch Curb
Pavement Width	19 feet (slip Street)	**Landscape Type:**	Trees at 30 feet O.C. average
Design Speed:	20 MPH	**Building Types Allowed:**	See B³ Code Article 6.5
Traffic Lanes:	One lane 11 feet wide	**Frontage Line Setback:**	See B³ Code Sec. 6.5.003
Parking Lanes	8 feet, Building side only	**Private Frontage Allowed:**	See B³ Code Sec. 6.5.002
Curb Radius	20 feet	**Street Lights:**	Post and Column type
Walkway Type	6-feet Sidewalk	**Place Types:**	P3,P4, P5

SEC. 7.3.010 LOCAL CONNECTOR STREET: PARK DRIVE



Street Type:	Two-way with parking on Park side	**Planter Type:**	Continuous planter
Right-of-Way Width:	55.5 feet	**Curb Type:**	Standard 6-inch Curb
Pavement Width	28 feet	**Landscape Type:**	Trees at 30 feet O.C. average
Design Speed:	25 MPH	**Building Types Allowed:**	See B³ Code Article 6.5
Traffic Lanes:	Two Lanes - 10 feet wide	**Frontage Line Setback:**	See B³ Code Sec. 6.5.003
Parking Lanes	8 feet, park side only	**Private Frontage Allowed:**	See B³ Code Sec. 6.5.002
Curb Radius	10 feet	**Street Lights:**	Post and Column type
Walkway Type	6 feet sidewalk	**Place Types:**	P3, P4

SEC. 7.3.011 LOCAL CONNECTOR STREET: BOARDWALK



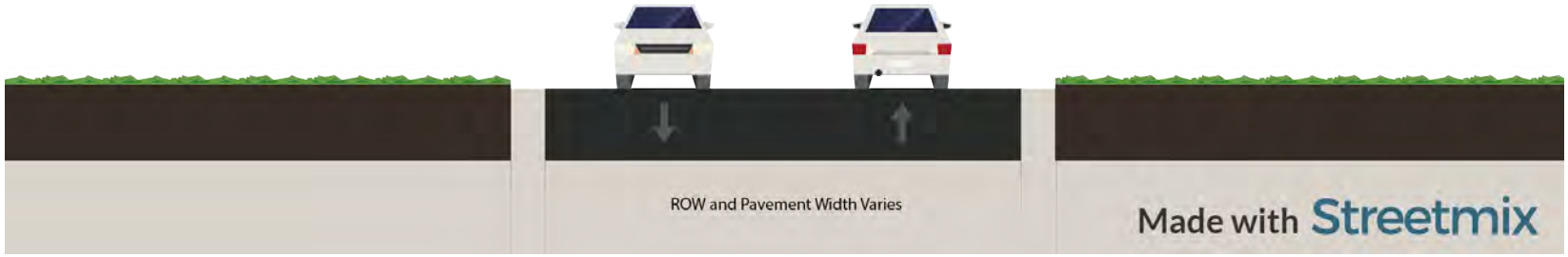
Street Type:	Two-way, Commercial	**Planter Type:**	Tree Well
Right-of-Way Width:	55.5 feet	**Curb Type:**	Standard 6-inch Curb
Pavement Width	28 feet	**Landscape Type:**	Trees at 30 feet O.C. average
Design Speed:	25 MPH	**Building Types Allowed:**	See B³ Code Article 6.5
Traffic Lanes:	Two lanes; 10 feet wide	**Frontage Line Setback:**	See B³ Code Sec. 6.5.003
Parking Lanes	8 feet, parallel parking on one side	**Private Frontage Allowed:**	See B³ Code Sec. 6.5.002
Curb Radius	15 feet	**Street Lights:**	Post and Column type
Walkway Type	12 foot Sidewalk	**Place Types:**	P5

SEC. 7.3.012 LOCAL CONNECTOR STREET: PEDESTRIAN STREET



Street Type:	Shared/ Ped Street	**Planter Type:**	Tree Well
Right-of-Way Width:	55.5 feet	**Curb Type:**	No Curb, Mountable
Pavement Width	22 feet	**Landscape Type:**	Smaller Trees at 20 feet O.C. average
Design Speed:	10 MPH	**Building Types Allowed:**	See B³ Code Article 6.5
Traffic Lanes:	One lane; 12 feet wide	**Frontage Line Setback:**	See B³ Code Sec. 6.5.003
Parking Lanes	Interspersed, marked	**Private Frontage Allowed:**	See B³ Code Sec. 6.5.002
Curb Radius	10 feet at entrance	**Street Lights:**	Column type
Walkway Type	10 - foot Sidewalk	**Place Types:**	P4 & P5

SEC. 7.3.013 LOCAL CONNECTOR STREET: RURAL STREET



Street Type:	Two-way, Rural	**Planter Type:**	Varies
Right-of-Way Width:	Varies	**Curb Type:**	No Curb, Mountable
Pavement Width	Varies	**Place Types:**	P2
Design Speed:	30 mph	**Parking Lanes**	N/A
Traffic Lanes:	Two lanes	**Walkway Type**	Varies

SEC. 7.3.013 COMPLIANCE WITH THE MASTER THOROUGHFARE PLAN

(a) Intent :

The pattern of Streets on the Master Thoroughfare Plan is intended to create a connected Street network that provides a variety of routes for Pedestrian and vehicular traffic, while respecting the conditions of the natural environment.

(b) Within a Neighborhood Regulating Plan and Zoning Concept Scheme, the location of internal Streets may vary from their locations on the Master Transportation Plan, subject to the following conditions:

(1) The proposed arrangement meets the intent of this Code.

(2) The proposed Street configuration promotes active, safe, and healthy transportation.

(3) No Block perimeter shall exceed the requirements of the Place Types.

(4) Overall connectivity to adjacent tracts shall not be decreased.

(c) Within a Neighborhood Regulating Plan or Zoning Concept Scheme, Streets that divide Farm Lots into Building Blocks are required, except in Place Type P1 and P2, subject to the following conditions:

(1) Civic Spaces may be incorporated on Streets that are not critical for vehicle traffic.

(2) Alternative arrangements shall be considered as shown in the Pattern Book.

(d) When a Street is associated with certain proposed Place Types, additional right-of-way will be required as follows:

(1) When the P5 Place Type is proposed on both sides of a Street, each side of the Street shall provide an additional 7' of right-of-way.

(2) When necessary for Main Civic Space.

(e) Property where new Streets, a Zoning Concept Scheme or a Neighborhood Regulating Plan are not required, Building and/or site Development permits shall not be issued for the Development or redevelopment of any Street within the City of Bastrop prior to the approval of Public Frontage requirements showing the following in compliance with the Public Realm Standards of this Chapter:

(1) Type of Drainage

(2) Width and Design of the Furnishing Zone

A. Planting Technique, tree species, and spacing of Street Trees;

B. Public Infrastructure, including Public Lighting; and,

C. Public Furniture.

SEC. 7.3.014 PUBLIC FRONTAGE STANDARDS

(a) The Public Frontage of Streets contributes to the character of each Place Type and Character District. See Street Types for Character District Standards. Street Types may be configured a variety of patterns and layouts along different Street Types. Street designs and must include:

(1) The type of Drainage located adjacent to the vehicle lane;

(2) The Furnishing Zone area provided to accommodate Street Trees, Public Infrastructure, and Public Furniture; and,

(3) Walkways provided for pedestrians serving as a Block break may be approved by the DRC.

(b) The Public Frontage of Streets shall be designed as specified in this Code and constructed in accordance with the B^3 Technical Manual. Public Frontage passing from one Place Type to another shall be adjusted to meet the transitioning Standards as required by the DRC.

(c) For planting within the Furnishing Zone, the permitted species of Street Trees are specified in the B^3 Technical Manual.



(1) Street Trees shall be planted in P3, P4, and P5.

(2) Street Trees shall be planted in a regularly-spaced pattern in P4 and P5 and;

(3) When planted, Street Trees shall be a minimum height of 10 feet and /or 2 inches in caliper.

(4) Public Frontage from of a Terminated Vista or Civic Space may be exempt from Street Tree requirements by Warrant.

(5) To keep walkways and driveways clear from tree branch obstructions, Street Tree canopy, at maturity with minor pruning, shall provide a minimum vertical clearance of 8 feet for sidewalks and paths, driveways, parking spaces, Streets, and loading areas. Vertical clearance measurements shall be taken from the bottom branches of the main Canopy to the ground surface below.

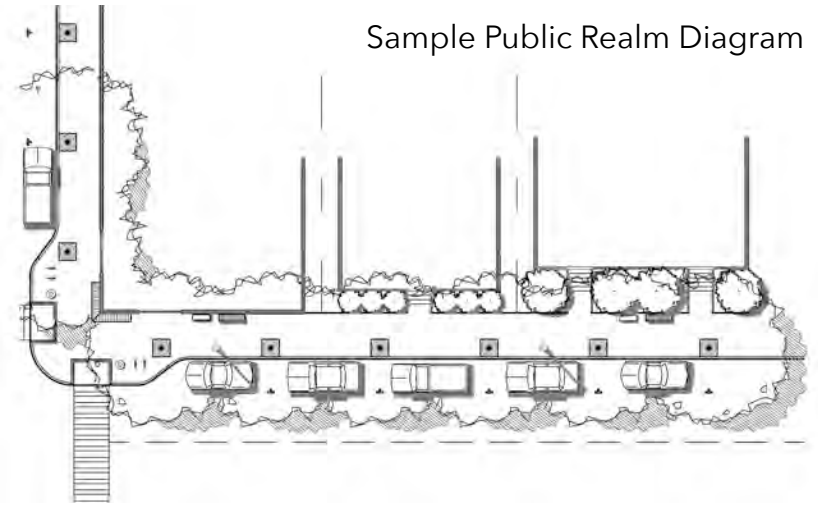
(6) Spacing of trees can be adjusted by Warrant to accommodate specific Site conditions and for the allowance of Encroachments.

(d) For installation within the Frontage Zone, the prescribed types of Public Lighting and spacing shall be shown on the Public Lighting Table. The spacing may be adjusted by Warrant to accommodate Site specific conditions.

(e) The paving design of the Walkway shall be continuous for the extent of each Block Face.

(f) Sidewalks are required on all Primary Multimodal Streets and Local Connector Streets. The width and location of sidewalks shall be in accordance with the appropriate Street cross-section in the City's standard specifications and B3 Technical Manual. The area between Curb and Sidewalk shall be excavated or filled to provide a uniform grade to match with the longitudinal Street grade. The ground elevation at the right-of-way line shall be not more than 2 feet nor less than 3 inches above the elevation of the top of the adjacent Curb. All sidewalks shall be of a continuing common surface, not interrupted by steps or abrupt changes in level. Wherever sidewalks end, at cross Streets or parking areas, they shall bend to a common level by constructing handicapped ramps in compliance with Americans with Disabilities Act (ADA) dimensions and Standards. All the broom-swept smooth and uniform to provide a non-slip surface. Construction details shall be

Sample Public Realm Diagram



in accordance with the City's standard specifications and B3 Technical Manual.

SEC 7.3.015 TRAFFIC & MITIGATION

(a) The purpose of this section is to ensure Development within the Bastrop City Limits is supported by an adequate roadway network to accommodate the continuing growth and Development of the City and its jurisdictional area. Acquisition of new rights-of-way for off-site, abutting, and internal Streets to support new Development is necessary and desirable. The City requires that:

(1) Development impacts are mitigated through contributions of Street rights-of-way and/or improvements to existing and new roadways; and

(2) New developments contribute their roughly proportionate share of the costs of needed transportation improvements; and

(3) Adequate infrastructure for new Development is adequately evaluated and addressed.

(b) There must be a rough proportionality between the traffic impacts created by a new Development and requirements placed on the property owner or Applicant for new Development to dedicate and improve off-site, abutting, and internal Street rights-of-way to City Standards. The City will evaluate the Project and determine what dedications, if any, are required to address both the nature and extent of the impact that results from the proposed Development. The City desires to assure that Development impacts are mitigated through contributions of Street rights-of-way and transportation system improvements, and those new developments contribute their share of the costs of transportation improvements. It is the City's intent to institute a procedure to assure mandatory dedications of Street rights-of-way and Street Construction requirements are proportional to the transportation demands created by a new Development.

(c) If the traffic impact will affect a state-controlled highway then the Applicant must coordinate the necessary improvements with the Texas Department of Transportation (TxDOT). Prior to the Final Plat being submitted the Applicant must have obtained an agreement on the necessary road improvements and submit an agreement between the City of Bastrop and the Applicant to meet the requirements established by TxDOT. This will require the Applicant to coordinate with TxDOT and request TxDOT to submit the necessary

contract documents between TxDOT and the City of Bastrop to use as a basis for the transportation agreement between the City of Bastrop and the Applicant. A Final Plat cannot be recorded until the agreement has been finalized and the necessary funds (or, alternatively, approved fiscal assurance instruments) are deposited with the City of Bastrop.

SEC. 7.3.016 ALLEY CONSTRUCTION

(a) Intent

Alleys serve TND developments well to distribute services and vehicles to the rear of the lots. Limiting the interruptions into the Public Realm adds to Walkability. Alley developments are preferred, therefore, Construction Standards provided in the various cross-sections are flexible to encourage the inclusion of Alleys.

(b) Alleys surface types will vary by Character District and Place Type and can be found in the B³ Technical Manual.

(1) Width: A minimum width of 12 feet and a minimum right-of-way of 16 feet shall be required for all Alleys.

(2) Drainage: Adequate Drainage shall be provided with paved sections or by swales to drain all lots to Streets without Drainage easements through lots, where possible. The depth of Swale shall be as required for Drainage with a minimum longitudinal slope of 0.5% toward a Street or Drainage easement.

SEC. 7.3.017 STREET MONUMENTS AND PROPERTY MARKERS

(a) Property subject to platting shall follow the Standards for Street monuments and property markers in the B³ Technical Manual.

(b) Exceptions: Street Monument and Property Marker requirements shall not apply to lots meeting the requirements of Administrative Plat and/or being processed under the procedure.

ARTICLE 7.4 ALLOCATION & STRUCTURE OF BLOCKS

SEC. 7.4.001 INTENT

The Bastrop Building Block is the foundation of Bastrop and of the Code. The TND pattern of blocks is the preferred configuration of land Development where the land provides for the acceptance of such pattern. Blocks are encouraged to be different and unique while respecting the patterns defined within the Standards, in the Pattern Book.

SEC. 7.4.002 BLOCKS

(a) The Master Thoroughfare Plan provides the basic framework for the Block at a Farm Lot scale. The internal Street Network shall be structured to define blocks with the following maximum Block lengths and Block Perimeters (not including exterior R.O.W. dedication):

P1 unlimited / unlimited

P2 740 ft. max / 2,960 ft. perimeter

P3 330 ft. max / 1,320 ft. perimeter

P4 330 ft max / 1,320 ft. perimeter

P5. 330 ft max / 1,320 ft. perimeter

EC 740 ft. max / n/a

(b) Block Faces, within P3, P4, and P5, exceeding 330 feet shall be equipped with a 20' Pedestrian way.

(c) Blocks adjacent to undeveloped land, areas unsuitable for Development, or pre-existing incomplete blocks may be exempt from Block Face length and Block perimeter requirements by Warrant.

(d) Blocks with more than one Place Type designation shall use the most intense designation to inform the Block Face length and Block Perimeter.

(e) Creative and alternative Block configurations can be selected in the Pattern Book.

ARTICLE 7.5 CIVIC SPACE & CIVIC BUILDING STANDARDS

SEC. 7.5.001 CIVIC SPACE INTENT

(a) Civic Space is the dedication of lands for public use. Requirements of this section are to be provided for each Development over 13.6 acres (A Farm Lot) and designated on the Neighborhood Regulating Plan or Zoning Concept Scheme as Civic Space (CS).

(b) The DRC will review surrounding existing and/or entitled developments to determine if Civic Space dedication is necessary to fulfill the intent of a Pedestrian Shed.

(1) Civic Space Sites are permanently dedicated for public activities.

(2) Parking for Civic Spaces shall be approved by the DRC. Civic parking lots may remain unpaved if graded, compacted and landscaped.

(3) Civic Space shall conform with specifications on 7.3.004 Civic Space Table.

(4) Where the DRC determines it to be feasible, land along floodplains, tributaries, and creeks, or where identified in the shall be dedicated as Civic Space.

SEC. 7.5.002 CRITERIA

(a) Each Pedestrian Shed shall have an assignment of at least 10% of its land area dedicated to Civic Space.

(b) Civic Spaces shall be designed as generally described in Civic Space Table, and distributed throughout the Place Types and is subject to approval by DRC

(c) Those portions of P1 that occur within a Development shall be part of the Civic Space allocation should conform to the Civic Space Standards.

(1) The Neighborhood Concept Scheme shall designate at least one Main Civic Space per Pedestrian Shed. The Main Civic Space shall be within 660 feet of the geographic center of each Pedestrian Shed, unless topographic conditions, pre-existing Thoroughfare alignments or other circumstances prevent such location and shall be developed as a Green, Square, Park, and/or Plaza.

(2) Within 1,320 feet of every lot in Residential use, a Civic Space designed, equipped and amenities shall be provided.

(d) Storm Drainage Facilities, if equipped to provide Civic Space, may be counted toward the 10% Civic Place Type allocation requirement by Warrant.

(e) The Neighborhood Regulating Plan or Zoning Concept Scheme shall designate Civic Place Types dedicated for public use within 660 feet of every Lot with a Residential use. The Civic Space must be active with a playground, fountains, benches, tables, and/or other public furniture to spur the gathering of people.

SEC. 7.5.003 CIVIC BUILDINGS

(a) The owner shall covenant to construct a Meeting Hall or a Third Place in proximity to the Main Civic Space of each Pedestrian Shed. Its corresponding Public Frontage shall be equipped with a shelter and bench for a transit stop.

(b) One Civic Building Lot shall be reserved for an elementary school. Its area shall be 1 acre for each increment of 100 Dwelling units provided by the Neighborhood Regulating Plan or Zoning Concept Scheme, with a minimum of 3 acres for the school. The school Site may be within any Place Type other than P1 or EC.

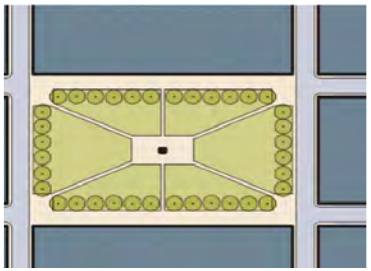
(b) One Civic Building Lot suitable for a childcare Building shall be reserved within each Pedestrian Shed. The owner or a homeowners' association or other community group may organize, fund and construct an appropriate Building as the need arises.

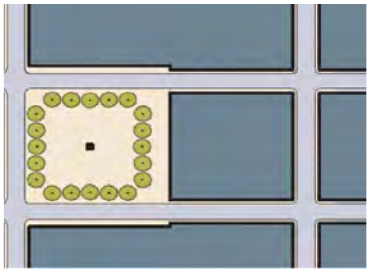
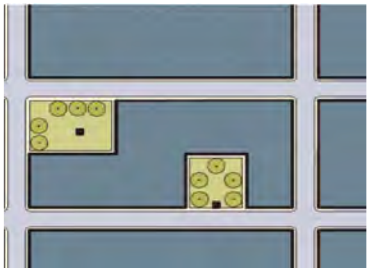
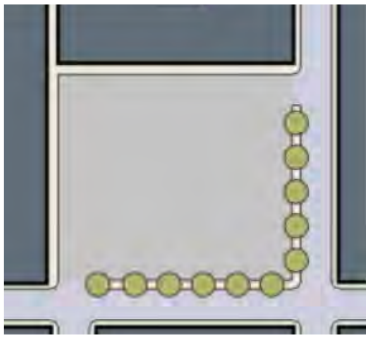
(c) Civic Building Sites shall not occupy more than 20% of the area of each Pedestrian Shed.

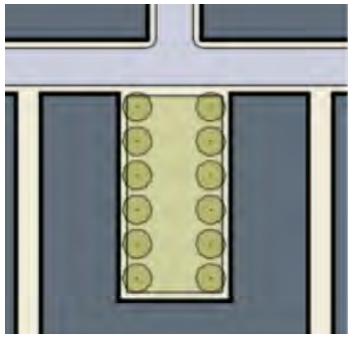
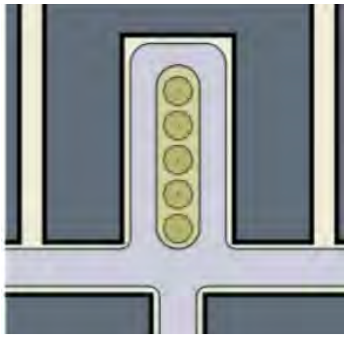
(d) Civic Building Sites should be located within or adjacent to a Civic Space, or at the axial termination of a significant Thoroughfare.

(e) Civic Buildings may be permitted within EC- Employment Centers by Warrant.

SEC. 7.5.004 CIVIC SPACE TABLE

		P1	P2	P3	P4	P5	DESCRIPTION
PARK		P	P	P	NP	NP	A natural preserve available for unstructured recreation. A Park may be independent of surrounding Building frontages. Its landscape shall consist of paths and trails, meadows, water bodies, woodlands and open shelters, all naturalistically disposed. Parks may be lineal, following the trajectories of natural corridors. The minimum size shall be 8 acres. Larger parks may be approved by Warrant as Special Districts in all zones.
GREEN		NP	NP	P	P	P	An Open Space, available for unstructured recreation. A Green may be spatially defined by landscaping rather than Building frontages. Its landscape shall consist of lawn and trees, naturalistically disposed. The minimum size shall be 1/2 acre and the maximum shall be 8 acres.
SQUARE		NP	NP	NP	P	P	An Open Space available for unstructured recreation and Civic purposes. A Square is spatially defined by Building frontages. Its landscape shall consist of paths, lawns and trees, formally disposed. Squares shall be located at the intersection of important Thoroughfares. The minimum size shall be 1/2 acre and the maximum shall be 5 acres.

		P1	P2	P3	P4	P5	DESCRIPTION
PLAZA		NP	NP	NP	NP	P	An Open Space available for civic purposes and Commercial activities. A Plaza shall be spatially defined by Building frontages. Its landscape shall consist primarily of pavement. Trees are optional. Plazas should be located at the intersection of important Streets. The minimum size shall be 1/2 acre and the maximum shall be 2 acres.
PLAYGROUND		P	P	P	P	P	An Open Space designed and equipped for the recreation of children. A Playground should be fenced and may include an open shelter. Playgrounds shall be interspersed within Residential areas and may be placed within a Block. Playgrounds may be included within parks and greens. There shall be no minimum or maximum size.
COMMERCIAL PLAZA		NP	NP	NP	P	P	A multi-purpose Open Space available for Civic purposes. Commercial activities and as flex parking space. The parking area is designed as a Plaza with brick, gravel, cobbles or artistically jointed concrete. The Commercial Plaza should be separated from adjacent thoroughfares and spatially defined by a landscaped buffer including Street Trees. Removable bollards are suggested to delineate parking from non-parking areas.

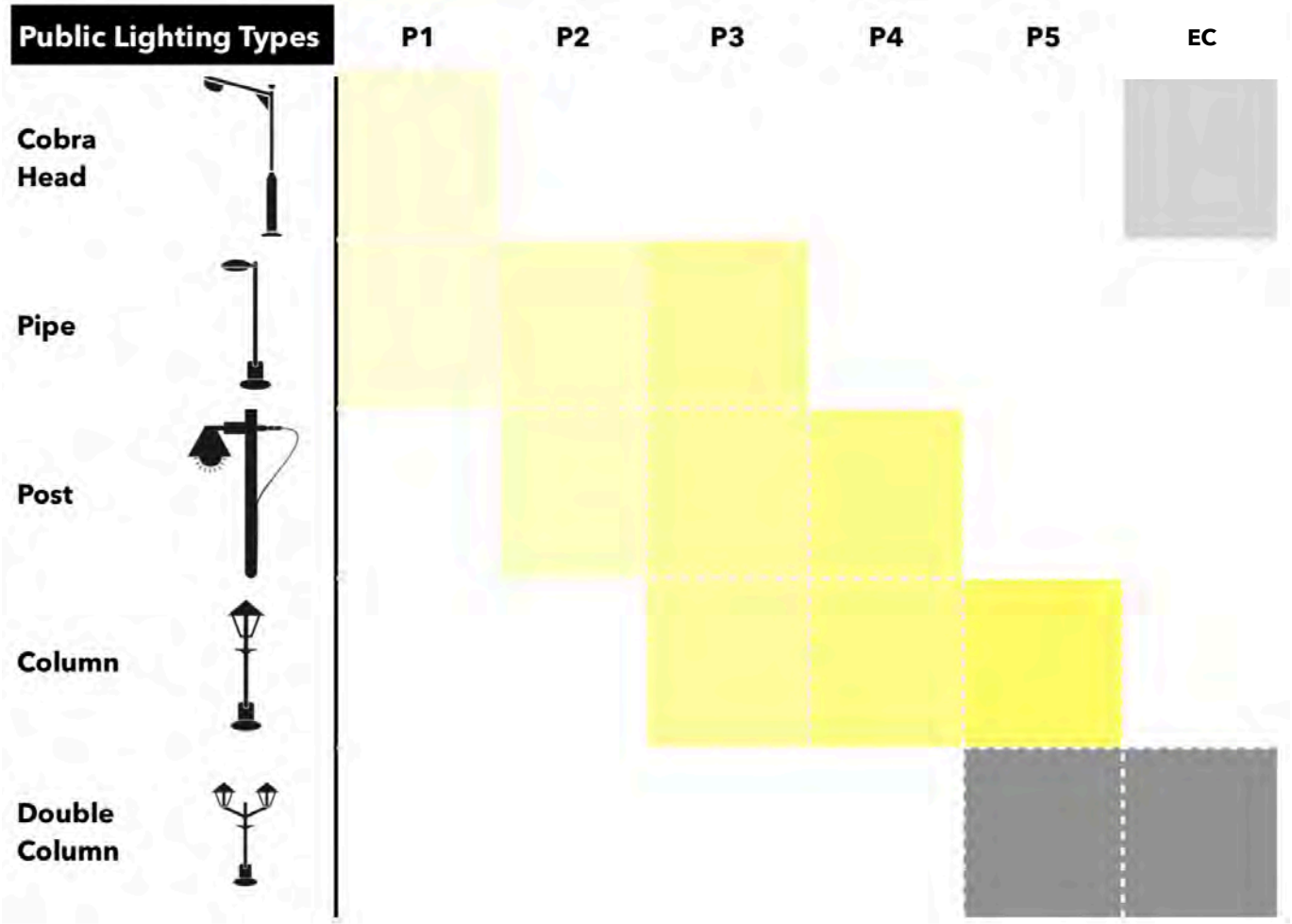
		P1	P2	P3	P4	P5	DESCRIPTION
POCKET PARK		NP	NP	P	P	P	An Open Space, available for unstructured recreation. A Pocket Park provides greenery and a place to sit outdoors and is typically spatially defined by buildings because in most cases it is located within a Block. Pocket Parks may be created around a monument, historic marker or art project and/or may be designed specifically for the recreation of children.
COURT		NP	NP	P	P	P	A semi-public Open Space available for unstructured recreation by those occupying the adjacent buildings. Access to abutting residential lots is from a Sidewalk that circumnavigates a central landscaped area. Landscaping consists of lawn and trees, formally disposed. May include ornamental species.
CLOSE		NP	NP	P	P	P	A semi-public Open Space available for unstructured recreation by those occupying the adjacent buildings. A Close is circumnavigated by a one-way Thoroughfare with parking on one side. Landscape includes lawn and trees, formally disposed. May include ornamental species.

P = PERMTTED NP = NOT PERMITTED

SEC. 7.5.005 PUBLIC LIGHTING TYPES

(a) Intent: The chart below lists the style of fixtures with regards to the appropriate Place Type Zoning District.

(b) Shield fixture types are required, but not illustrated.



ARTICLE. 7.6 WATER & WASTEWATER

(a) Water Lines: The Applicant shall provide all water lines necessary to properly serve each Lot of the Development and ensure that existing and/or new water facilities can supply the required demand for domestic use and for fire protection at the desired pressure. The Applicant shall bear all costs for extending water service from existing City water lines to the Development. All water lines and service connections shall meet the current City of Bastrop Construction Standards. The Applicant shall submit a certificate to the DRC certifying that the system has been designed in accordance with the current requirements of the state regulatory agency and the City of Bastrop.

(b) Fire Hydrants: Fire hydrants will be provided at a maximum spacing of 600 feet in Residential areas and 300 feet in Commercial or industrial areas. All hydrants shall be standard three-way post-type dry barrel hydrants complying to AWWA Standards with 6 inch or larger connections to mains. Fire hydrants shall be in accordance with current City of Bastrop Construction Standards.

(c) Wastewater Lines: The Applicant shall provide all sewer lines necessary to properly serve each Lot of the Development and ensure that existing lines and facilities can adequately serve the proposed Development. The Applicant shall bear all costs for extending existing City sewer lines and facilities to service the proposed Development. All sewer lines and service connections shall meet the current City of Bastrop Construction Standards. Connection to the City's wastewater collection system shall only be permitted if the recipient of City sewer service is also a recipient of City of Bastrop water service at the location being connected.

(d) Septic systems will not be permitted within a standard division of land. Septics systems must comply with the City Utility Standards, permits, and process.

(e) See the B^3 Technical Manual for additional Standards.

ARTICLE 7.7 EASEMENTS

(a) The Applicant platting property shall dedicate easements as follows:

(1) All easements created prior to the subdividing of any tract of land must be shown on the preliminary Plat. The Applicant shall Plat lots and dedicate easements for utilities and Drainage ways in the following manner:

A. Easements for utilities, Drainage ways, or Transmission Lines shall be retained on front, side, and/or rear Lot lines as required by the City and utility companies. Easements across parts of a Lot other than as described above shall be required as deemed necessary and most appropriate by the City. The DRC shall require access for ease of maintenance of all easements.

(2) Off-site Easements:

A. Easements in areas adjoining a proposed Development necessary to provide adequate Drainage thereof or to serve such Development with utilities shall be obtained by the Applicant prior to Final Plat approval.

(3) Privately-owned Easements.

(4) See the B³ Technical Manual for Standards for Easements.

ARTICLE. 7.8 BICYCLE PARKING

SEC. 7.8.001 LOCATIONS

(a) This section applies to Civic Buildings and Place Types P4, P5 and EC.

(b) Short-term bicycle parking must be located within 100 feet of the main public entrance of the Building or facility.

(c) Long-term bicycle parking must be located within 500 feet of the main public entrance of the Building or facility.

(d) Bicycle parking facilities shall not interfere with accessible paths of travel or accessible parking as required by the Americans with Disabilities Act, as amended.

(e) When a rack is placed within a Sidewalk or Pedestrian right-of- way, a minimum of 4 feet from the required rack dimension shall be provided for Pedestrian clearance.

(f) Bicycle racks shall be located in highly visible and well-lit areas to minimize theft and vandalism.

(g) When automobile parking spaces are provided in a structured parking garage, all required long-term and short-term bicycle spaces shall be located inside the garage on the ground level. Alternative layout and design

of racks to maximize space may be approved by the Director of Planning & Development.



D4-3

(h) Alternative Locations: In the event that compliance may not be feasible because of demonstrable hardship, the Director of Planning & Development may approve an alternative location.

SEC. 7.8.002 LAYOUT AND DESIGN

(a) Each Bicycle Rack shall be designed to accommodate two bicycle parking spaces (two bicycle spaces per rack) while using the allowed bike rack designs below:

(1) Racks shall be designed to accommodate "U"-shaped locking devices and support the bicycle horizontally in two places.

(2) The racks shall be constructed of durable materials to withstand permanent exposure to the elements, such as powder-coated metal or stainless steel.

(3) All bicycle parking spaces must be hard-surfaced or at minimum a compact gravel base.

(4) All bicycle racks shall be securely anchored to the ground using a concrete footing and tamper-proof anchors.

(5) Decorative bicycle racks that enhance the sense of place and contribute to the character of the Development are encouraged, but are subject to approval by the Director of Planning & Development.

(b) Bicycle Parking Space Size, Access Aisles and Vertical Clearance

(1) Bicycle racks shall provide clearance from other objects by using a standard footprint that is at least 4 feet wide by 6 feet long, as depicted below, and shall hold at least two bicycles.

(2) In cases where bicycle parking spaces are not visible from the primary drive aisle approaching the Building, signage shall be used to direct cyclists safely to bicycle parking areas (Manual for Uniform Traffic

Devices Sign D4-3). These Signs shall not be placed in the public right-of-way.

Fig. 1: Examples of Typical Bicycle Parking Designs Allowed and Not Allowed:

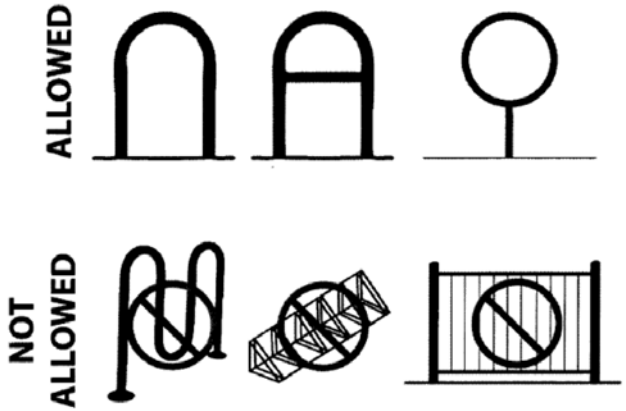
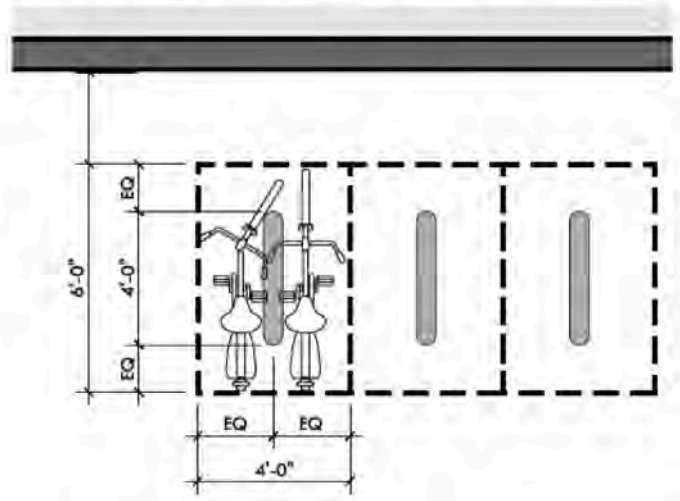


Fig. 2: Examples of Bicycle Parking Footprint and Dimensions



SEC. 7.8.003 BICYCLE PARKING REQUIREMENT

The number of bicycle parking racks shall be based on the amount of automobile parking spaces and shall be provided in accordance with the following. Where fractional bicycle parking spaces result, the spaces required shall be rounded up to the nearest whole number.

Fig. 3: Bicycle Parking Standard Chart

P5 & P4 **NON-RESIDENTIAL**	0-40 required auto spaces = 2 short-term bicycle parking spaces minimum 41-60 required auto spaces = 4 short-term bicycle parking spaces minimum 61-80 required auto spaces = 6 short-term bicycle parking spaces minimum 81-100 required auto spaces = 8 short-term bicycle parking spaces minimum 101+ required auto spaces = minimum 10 short-term bicycle parking spaces or 2.5% of required automobile spaces, whichever is greater, will be provided as short-term bicycle parking spaces
MULTIFAMILY	The minimum number of long-term bicycle parking spaces shall be equal to 10% of the required auto spaces.

(a) Bicycle parking is required in all P5 and P4 Place Types with non-Residential uses.

(b) Bicycle parking for Residential uses is only required with multifamily Building Types.

(c) The number of provided automobile parking spaces and bicycle parking spaces shall be shown in a chart format on the Site Plan. The location and footprints of bicycle racks corrals shall be shown on the Site, as well as the location of any bicycle parking signage.

(d) In all cases where bicycle parking is required, no fewer than 2 spaces (one rack) shall be required.

(e) Up to half of the required short-term bicycle parking spaces may be substituted with long-term bicycle parking spaces.

CHAPTER 8: SIGNS



ARTICLE 8.1 SIGNS

SEC. 8.1.001 INTENT

The intent of regulating Signs that are visible from the Public Frontage is to ensure proper dimensioning and placement with respect to existing or planned architectural features, to maintain or improve public safety, to maintain or improve the aesthetic character of the context where they are located, and to provide legible information for pedestrians, not just drivers.

SEC. 8.1.002 PURPOSE

The purpose of a Sign permit is to authorize the display, erection, rebuilding, restructuring, expansion, relocation, or structural Alteration of any on-premise or Off-Premise Sign.

SEC. 8.1.003 APPLICABILITY

These Standards apply to all property within the City Limits and the ETJ of the City of Bastrop as it exists at the time this Code was adopted and as it may be amended and expanded in the future.

SEC. 8.1.004 ENFORCEMENT

(a) It is an offense for a person to violate, a section of this chapter designated as an offense commits a misdemeanor punishable by a fine. A violation occurs when a person violates or causes, allows, or permits a violation of this chapter.

(b) Each violation of this chapter designated as an offense constitutes a separate offense.

(c) No culpable mental state is required to prove an offense under this chapter if this offense involves:

(1) Placement of a Sign in the right-of-way;

(2) Placement of a Sign in another person's property without the person's permission; or,

(3) Placement of a Sign that encumbers access to a person's property or encumbers use of a Street, Sidewalk, trail, Path, or Driveway.

(4) Placement of a sign unlawfully situated in a required Sight Triangle.

SEC. 8.1.005 PROHIBITED SIGNS

(a) All Signs are prohibited in the City Limits and the Extraterritorial Jurisdiction (ETJ) unless:

(1) Constructed, maintained, structurally altered, or improved pursuant to a valid permit when required under this Code; and,

(2) Expressly authorized under the City of Bastrop's B3 Code.

(b) Signs that cannot be expressly authorized include:

(1) Signs located in or projected over any public right-of-way or across the public right-of-way line extended across a railroad right-of-way, except when attached to and projecting no more than 18 inches from a Building wall legally located at or near the right-of-way line in the City Limits or in the ETJ.

(2) Portable Signs.

(3) Off-Premise Sign (including Billboards) containing Commercial advertising for the sale, rent, or lease of goods, real property, or services.

(4) Signs with lights that blink, fluctuate, or move. Light rays must shine only upon the Sign and upon the property within the Premises where the Sign is located.

(5) Signs of a size, location, movement, coloring, or manner of illuminating that may be confused with or construed as a traffic control device.

(6) Signs that are attached to any utility pole or wire, traffic Sign, or public easement or are placed on government-owned property unless placed by written permission of the governmental entity.

(7) Signs that obstruct any fire escape, required exit, window, or door opening intended as a means of egress.

(8) Boxes, tires, or other goods stored in view of the Street, etc. that have large product identification that serves as a Sign.

(9) Feather Banners.

(10) Commercial Signs or advertising materials that are worn, held, or attached to a person's body advertising the sale of goods, real property, or services.

(11) Balloon Signs.

(12) Inflatable Signs.

(13) Banners.

(14) Pennants.

(15) Pole Signs other than along Hwy. 71.

(16) Roof Signs (including Signs that are otherwise authorized but are placed on a roof or on a Mobile Food Vendor or vehicle).

(17) Signs placed or attached to trees, bushes, planters, benches, or other Pedestrian elements.

(18) Signs on trash receptacles except for Signs that are required by law, provide direction on the trash receptacle's use, provide safety instructions, or are otherwise customarily found on trash receptacles as a means of identifying the trash collection company.

(19) Flags with a Commercial message.

SEC. 8.1.006 OFF-PREMISE SIGNS (BILLBOARDS)

(a) No permit for Alteration or relocation may be issued for an off-Premises Signs.

(b) Alteration. An off-Premises Sign may not be altered regarding amount of surface area, shape, orientation, Height, illumination, or location without the prior issuance of a Sign Alteration or relocation permit. Ordinary and routine necessary repairs that do not change the size, shape, orientation, Height, illumination, or location of an inventoried off-Premises Sign do not require an Alteration permit. A Sign Alteration permit expires if the approved modifications are not completed within 90 days of permit issuance.

(c) Maintenance. If the City finds that any off-Premises Sign is not maintained in good repair, the City will notify and order the owner to repair the Sign within 30 calendar days. If the City finds that the Sign Structure or Sign area of an off-Premises Sign has deteriorated more than 60% of its replacement value or is not repaired within 30 calendar days, the City shall notify the owner of the off-Premises Sign and the owner of the real property where the off-Premises Sign is located to remove the off-Premises Sign or poster panel from the property within a specified time. Replacement of more than 60% of an off-Premises Sign during one calendar year shall void the legal nonconforming status of the Sign and require immediate Removal or conformance with current Standards. All off-Premises Signs ordered to be removed shall be stricken from the authorized list.

(d) No existing billboard shall exceed 40 feet in Height from the ground level. No existing billboard shall interfere with the visibility of pedestrians or drivers of motor vehicles at Street intersections or otherwise obstruct traffic or create a traffic hazard.

SEC. 8.1.007 NONCONFORMING SIGNS

(a) Signs in Existence Prior to this Code. A Sign existing on the effective date of the Development Code that violates this Article or any other ordinance, and a Sign that comes under the jurisdiction of this Chapter due to the expansion of the City, is a legal Nonconforming Sign and may be continued, repaired, and maintained in good condition, but may not be otherwise altered.

(b) Voluntary Removal. Voluntary Removal of a Nonconforming Sign for purposes other than maintenance shall terminate its status as a legal Nonconforming Sign. Replacing a Sign cabinet is not considered maintenance.

SEC. 8.1.008 EXEMPTED SIGNS

(a) The following Signs authorized under this Section are authorized in every Place Type or property in the ETJ without a permit, unless specifically required below:

(1) Government Signs including Signs placed by the City, state, or federal government governing in their official capacity.

(2) Traffic control devices that are erected and maintained to comply with the Texas Manual on Uniform Traffic Control Devices.

(3) Signs required by this section.

(4) Signs required by other law, including federal, state, or local law, including a Sign that a property owner is required to post on the owner's property to warn of a danger or to prohibit access to the property either generally or specifically; the owner must comply with the federal, state, or local law to post a Sign on the property.

(5) Official governmental notices and notices posted by governmental officers in the performance of their duties for regulatory purposes such as neighborhood crime watch areas, to identify Streets, or to warn of danger including those placed by the City, County, federal or state.

(6) Signs displayed on trucks, buses, trailers, mobile food vendors, or other vehicles that are less than 32 square feet and are being operated as motor vehicles, provided that the primary purpose of the vehicles is not for display of Signs and provided that they are parked in areas appropriate to their use as vehicles, are in operable condition, and carry a current and valid license plate and state inspection tag. Vehicle Signs shall conform to the following restrictions:

A. Vehicular Signs shall contain no flashing or moving elements;

B. Vehicular Signs shall not be attached to a vehicle so that the driver's vision is obstructed from any angle; and,

C. Signs, lights and signals used by authorized emergency vehicles shall not be restricted.

(7) Vending Machine Signs where the Sign Face is not larger than the normal dimensions of the machine to that the Sign is attached.

(8) Memorial Signs or tablets when cut into any masonry surface or attached to a Building when constructed of bronze or other metal up to 6 square feet as part of a Building.

(9) Real Estate Signs.

A. Signs containing the message that the real estate where the Sign is located is for sale, lease, or rent together with information identifying the owner or agent.

B. A real estate Sign may not exceed 4 square feet in size for Residential properties or 16 square feet in size for Nonresidential properties.

(10) Any Sign wholly within the confines of a Building and oriented to be out of view from outside the Building.

(11)Any Sign who wholly within the confines of a sports field or court and oriented to be out of view from outside the field or court. No Sign under this section may be larger than 32 square feet. The maximum Height for a field Sign shall not exceed 6 feet.

(12) A non-Commercial Sign that is carried by a person or is a bumper sticker on a vehicle.

(13) Business-related Signs on or visible through doors or windows indicating: store hours, security systems, trade organization memberships, credit cards accepted, no solicitation, and open/closed. These Signs will not count towards the cumulative Sign area limits so long as their total cumulative Sign area does not exceed 5 square feet.

(14) Changing a Commercial message to a noncommercial message on any legal Sign surface. Any Sign surface where a Commercial message may contain a noncommercial message.

SEC. 8.1.009 SIGNS REQUIRING A PERMIT

(a) Building Signs:

A Building Sign is an on-Premises Sign that is directly attached to, erected on, or supported by a Building or other Structure having a principal function other than the support of such Sign.

(1) Building Signs Types:

A. Address Sign

B. Awning Sign

C. Band Sign

D. Blade Sign

E. Marquee Sign

F. Nameplate Sign

G. Outdoor Display Case Sign

H. Window Sign

(2) General Requirements:

A. Size. The maximum size of the sum of the area of all Building Signs may not exceed 15% of the Facade area of the tallest floor.

B. Number. More than one Building Sign may be erected, provided the total surface area allowed is not exceeded.

C. Height. No Building Sign may extend above the parapet wall or roof line of the Building.

D. Projection / Clearance. With the exception of a blade Sign, no Building Sign may project more than 6 inches from the Building wall. All Signs that project more than 6 inches from the wall must maintain a clear Height of 8 feet above the ground.

E. Illumination. Building Signs may only be externally illuminated. No Sign may be illuminated except during operating hours of the use with which it is associated. Lighting shall be directly directed down toward the Sign and shielded so that it does not shine directly into a public right-of-way and does not interfere with the safe vision of motorists or people passing by. All Standards must meet the the Lighting Standards within this Code.

(b) Freestanding Signs:

A Freestanding Sign is an on-Premises Sign not directly attached to, erected on, or supported by a Building or other Structure having a principal function other than the support of such Sign, but instead attached to, erected on, or supported by some Structure such as a pole, frame, or other Structure that is not a part of the Building.

(1) Freestanding Signs Types:

A. Sidewalk Sign

B. Yard Sign

(2) General Requirements:

A. Size. Allocation of Sign area is based on the linear Frontage of the Project Site. A maximum Sign area of 1 square foot for each 2 linear feet of Frontage, provided that the maximum surface area does not exceed 16 square feet.

B. Number. One Freestanding Sign is allowed on any Lot. If a Master Sign Plan is approved, two Freestanding Signs may be allowed on a Lot or Project having a minimum Frontage of 300 feet.

C. Illumination. Freestanding Signs may only be externally illuminated. Lighting shall be directly directed down toward the Sign and shielded so that it does not shine directly into a public right-of-way and does not interfere with the safe vision of motorists or people passing by. All Standards must meet the City's Code.

(c) Monument and Pole Signs:

A Freestanding Sign with single or multiple tenants, no more than 35 feet in Height, and having a ratio of less than 4:1 Sign width to narrowest width of support structure.

SEC. 8.1.010 ON-PREMISES FREESTANDING SIGNS (MONUMENT SIGN)

(a) Allowed Signs and Standards. Permanent on-Premises Freestanding Signs are subject to the following Standards:

(1) The number of these Signs on a Premises is limited to one per Street frontage. The following are not counted in this limitation:

A. Directional Signs up to 12 square feet in area, provided the number of these Signs does not exceed the number of driveways; and

(b) Maximum Height

(1) The maximum Height of any on-Premises Signs shall not exceed the following:

A. 35 feet along all Thoroughfares within P5 Place Types.

(c) Maximum Sign Area.

(1) A Signs Height to width ratio may not exceed 4:1.

SEC. 8.1.011 SIGN PERMIT REQUIREMENTS

(a) Applications for a Sign permit must be processed through the City pursuant to this Code.

(b) Requirements. Except as otherwise provided for herein, no Sign shall be erected, posted, painted, or otherwise produced, changed, or reconstructed, in whole or in part, within the City Limits and ETJ of the City without first obtaining a permit.

(c) Applications: Application for a permit required by this Code shall be made upon forms provided by the City. The Application for Sign permits shall contain all information, drawings, and specifications necessary to fully advise the City of the type, size, shape, location, Place Type Zoning District, if within City Limits, Construction, and materials (if in Historic District) of the proposed Sign, and the Building Structure or Premises where it is to be placed. Drawings shall also show all existing Signs on the property. An Application is not considered complete until all necessary information listed in this Code are provided with the Application.

(d) Application for permit. An application for a Sign permit must be Filed with the City. An Application for any Sign must state the date when the owner intends to erect the Sign.

(e) All Applicants must provide sufficient proof, to be determined by the City, showing a real property ownership interest in the property where the Sign will be

located or sufficient proof of authorization from the real property owner for Sign placement on the property.

(f) An Application shall include:

(1) Name, address, and telephone number of the owner of the Sign;

(2) Name, address, and telephone of lessor sponsoring the Sign, if any;

(3) Name, address, and telephone number of the contractor, if any, installing the Sign;

(4) Name, address, and telephone number of the property where the Sign is to be installed;

(5) Date when it is to be installed;

(6) Place Type Zoning District, if in the City Limits, where the proposed Sign will be located;

(7) Any Warrant that will be requested or has been approved; and,

(8) An illustration or photograph including the location, appearance, and dimensions of the proposed Sign.

(9) An illustration or photograph of the position of the Sign on a Building or on the ground in plain view, drawn to scale, and Elevation views, drawn to scale.

(10) If required by the City, a copy of stress sheets and calculations showing that the structure is designed for dead load and wind pressure in any direction and in any amount required by this chapter or by the Building Code or other laws adopted by the City.

(11) An application is not considered complete unless all the above information is provided with the Application.

(g) The City shall promptly process the Sign permit Application and approve the Application, reject the Application, or notify the Applicant of deficiencies in the Application within 21 calendar days after receipt. Any Application that complies with all provisions of this Code, the Building Code, and other applicable laws, Standards, and ordinances shall be approved after inspection and approval of the plans and the Site.

(1) If the Application is rejected, the City shall provide in writing a list of the reasons for the rejection. An application shall be rejected for non-compliance with the terms of this Code, Building Code, B^3 Technical

Manual or other applicable law, Standards, or ordinance. If the permit Application does not comply with the City ordinances after resubmission and review by City and no variances have been applied for, the Applicant must pay a reapplication fee before the City will review the Application again.

(2) If no action is taken by the City within 21 calendar days after receipt, the City shall not collect a fee for the Sign permit Application. The City then shall approve or reject the Application as soon as practical after the 21-day deadline. A new 21-day deadline begins at each submission. However, if the City has not approved or rejected the permit within 45 calendar days after the completed Application is Filed, the Applicant can file a complaint to the ZBA as if the permit had been denied.

(h) Duration and revocation of permit. If a Sign is not completely installed within 6 months following the issuance of a Sign permit, the permit shall be void. The City may revoke a Sign permit under any of the following circumstances:

(1) The City determines that information in the Application was materially false or misleading;

(2) The Sign as installed does not conform to the Sign permit Application;

(3) The Sign violates this Code, Building Code, B^3 Technical Manual, or other applicable law, standard, or ordinance; or

(4) The City determines that the Sign is not being properly maintained or has been abandoned.

(i) Appeals. If the City denies a permit, the Applicant may Appeal through Warrant granted by the Planning & Zoning Commission.

(j) All applications for permits shall include a drawing to scale of the proposed Sign and all existing Signs maintained on the Premises and visible from the right-of-way, a drawing of the Lot plan or Building Facade indicating the proposed location of the Sign, and specifications for its Construction, Lighting, motion, and wiring, if any. All drawings shall be of sufficient clarity to show the extent of the work.

(k) Qualifications. Only those individuals who properly obtained a permit by the City, the City's designee, or other statutorily required permit or approval shall receive a permit to erect or alter any Sign. Permits for the

installation, erection, or Alteration of any electrical components on a Sign shall be issued only to those individuals who hold a Commercial Sign operator's license and master electrician's license. It is an offense for any person licensed under the provisions of this Code to obtain a permit on behalf of, or for the benefit of, any unlicensed person whose Business activities are such that such unlicensed person would need a license to obtain a permit.

(l) Conditions for issuing permits. No permit for the erection or Alteration of any Sign over any Sidewalk, Alley, or other public property, or on or over any roof or Building shall be issued to any person except upon the condition that the permit may be withdrawn at any time, at which time the Sign shall be immediately removed by the Responsible Party, who will also be liable under the penalties provided for in this Code.

(m) Issuance. A new permit shall not be issued when:

(1) An existing billboard (off-Premises) Sign is in a deteriorated, unsafe, or unsightly condition.

(2) A Sign on the Premises is not in compliance with this Code.

(3) Authorization of the property owner where the Sign is to be placed has not been obtained.

(4) Inspection. Any Sign that a permit is issued shall be inspected after its erection for conformity to the provisions of this Code.

(5) Fees. No permit shall be issued until applicable fees have been paid to the City. Fees may be subject to change without prior notification. The Sign permit fee schedule shall be in accordance with the fee schedule enacted by the City Council and located at City Hall.

(6) Before any permit may be issued for a new Sign under this chapter, the Responsible Party shall modify or remove any of its own nonconforming Signs and Sign structures displayed or erected on the same property that the permit is being sought, so that all the Signs and Sign structures they are responsible for on the property conform to the provisions of this chapter. This provision does not apply to real estate Signs, banners, temporary Signs, or Sidewalk Signs. This provision does not apply to nonconforming Signs with a Variance.

ARTICLE 8.2 MASTER SIGN PLANS

(a) A Master Sign Plan is a comprehensive document containing specific regulations for an entire Project's Signs. Master Sign Plans are appropriate for Planned Development Districts, Master Planned Developments, development agreements or in the case where a Project applicant is seeking several variances to the Signs Chapter of the B^3 Code. Master Sign Plans may be submitted with Zoning Concept Schemes or Neighborhood Regulating Plans.

(1) Master Sign Plans for areas with a multi-unit complex are highly encouraged to meet the unique needs of each multi-unit complex.
(2) All owners, tenants, subtenants and purchasers of individual units within the Development shall comply with the approved Master Sign Plan.

SEC. 8.2.001 APPROVAL OF MASTER SIGN PLANS

(a) A Responsible Party that seeks approval of a Master Sign Plan must file a request for a Master Sign Plan with the Sign Administrator along with a Sign permit fee, as stated in the City's most recent fee schedule. The Sign Administrator will indicate what documentation the Responsible Party must provide in support of the request.

(b) Once the necessary documentation has been provided to the Sign Administrator, the Sign Administrator may administratively deny or approve the Master Sign Plan, with or without conditions.

(c) The Sign Administrator may determine to present the Master Sign Plan to the City Council for approval or denial in lieu of Administrative Approval.

(d) If the Responsible Party disagrees with a decision of the Sign Administrator to deny a Master Sign Plan, or disagrees with the conditions placed on a Master Sign Plan by the Sign Administrator, the Responsible Party may submit a written request that the City Council review the Master Sign Plan request, the supporting documents, and the Sign Administrator's decision. The City Council can affirm, reverse, or modify the decision of the Sign Administrator.

(e) The City Council has final authority to approve a Master Sign Plan or conditions on a Master Sign Plan.

(f) A Master Sign Plan ordinance can modify Variance procedures for its specific property.

SEC. 8.2.002 PROCEDURE FOR VARIANCES TO MASTER SIGN PLANS

(a) A Responsible Party that wants a Variance from a Master Sign Plan adopted under this chapter must file a request for Variance with the Sign Administrator along with a Variance fee, as stated in the City's most recent fee schedule. The Sign Administrator will indicate what documentation the Responsible Party must provide in support of the request.

(b) Once the necessary documentation has been provided to the Sign Administrator, the Sign Administrator may administratively deny or approve a Variance, with or without conditions, from an adopted Master Sign Plan if the change is related to:

(1) Change the location of the Sign within the area designated by the Master Sign Plan;

(2) Change the location of the Sign within the right-of-way or into the right-of-way so long as a license agreement is presented and approved by the Sign Administrator;

(3) Change illumination of the Sign so long as the illumination complies with Section 6.5.004 - Outdoor Lighting;

(4) Change of Sign Face so long as the size of the Sign Face is not increased;

(5) Change in number of panels or size of panels on a Monument Sign so long as total size of Sign Face is not increased; or

(6) Change in letter size or line number so long as total size of Sign Face is not increased.

(c) Administrative Approval is not allowed and Variance procedures in Section 8.2.003 - Variances - shall be followed if:

(1) Additional Signs are requested;

(2) Increase in the size of the Sign is requested;

(3) Change in Sign type is requested;

(4) Increase in the Height of the Sign is requested; or

(5) The Sign Administrator determines the Variance request shall be reviewed in the regular Variance process.

(d) If the Responsible Party disagrees with a decision of the Sign Administrator to deny a Variance request, or disagrees with the conditions placed on a grant of a Variance by the Sign Administrator, the Responsible Party may submit a written request that the ZBA review the Variance request, the supporting documents, and the Sign Administrator's decision. The ZBA can affirm, reverse, or modify the decision of the Sign Administrator.

(e) The ZBA has final authority to approve a Variance or conditions on a Variance.

(f) A Master Sign Plan ordinance can modify Variance procedures for its specific property.

SEC. 8.2.003 VARIANCES

(a) A Responsible Party that wants a Variance from the Sign Chapter of the B^3 Code must file a request for Variance with the Sign Administrator along with a Variance application fee, as stated in the City's most recent fee schedule. The Sign Administrator will indicate what documentation the Responsible Party must provide in support of the request.

(b) Once the complete and necessary documentation has been provided to the Sign Administrator, the Sign Administrator shall review the request and make a determination based on the documentation provided by the Responsible Party.

(c) The Sign Administrator may, in specific cases and subject to appropriate conditions, and only after a finding based on the evidence presented that strict compliance with the requirements of this Chapter will result in substantial undue hardship, sufficient mitigation, or inequity to the applicant without sufficient corresponding benefit to the City and its citizens in accomplishing the objectives of this Chapter:

(1) Permit a Variance for a noncommercial or Commercial Sign of the Setback, effective area, size of internal components of a Sign so long as total size of Sign Face is compliant, or Height requirements of this Chapter;

(2) Authorize one additional Sign on Premises more than the number permitted by this Chapter; or

(3) Approve an increase in Height up to four (4) feet.

(d) Other requests for variances shall be forwarded to the ZBA. The ZBA may decide, subject to appropriate conditions, and only after a finding based on the evidence presented that strict compliance with the

requirements of this Code will result in substantial undue hardship, sufficient mitigation, or inequity to the applicant without sufficient corresponding benefit to the City and its citizens in accomplishing the objectives of this Chapter.

The Sign Administrator and ZBA shall consider:

(1) Special or unique hardship because of the size or shape of the property on which the Sign is to be located, or the visibility of the property from public roads.

(2) Hardship claim based on the exceptional topographic conditions or physical features uniquely affecting the property on which a Sign is to be located.

(3) Proposed Sign location, configuration, design, materials and colors are harmonious.

(4) The Sign and its supporting structure is in architectural harmony with the surrounding Structures.

(5) Mitigation measures related to the Sign in question or other Signs on the same Premises.

(6) Demonstrated and documented correlation between the Variance and protecting the public health and safety.

(7) Whether the Sign could have been included in a Master Sign Plan. Master Sign plans are highly encouraged. The City will be more inclined to favorably consider a Variance request when the Variance is part of a Master Sign Plan. There will be a presumption against granting variances piecemeal, ad hoc, on a case-by-case basis when the Sign for which a Variance is sought could have been included in a Master Sign Plan and considered in the course of a comprehensive review of the entire Project's signage.

(8) The Sign Administrator may authorize the remodeling, renovation, or alteration of a Sign when some nonconforming aspect of the Sign is thereby reduced.

(f) Where a permit was required for a Sign's erection according to the law in effect at the time the Sign was erected and where the Sign Administrator finds no record of a permit being issued, the Sign Administrator may authorize the issuance of a replacement permit when, from the evidence presented, the Sign Administrator finds either that a permit was issued or that arrangements were made with a sign company to obtain such permit.

(g) If a Variance applicant wishes to appeal the decision of the Sign Administrator, the applicant shall file for an appeal with the ZBA within10 days of receipt of the Sign Administrator's decision. The ZBA shall consider the appeal at its next regular meeting or as soon as practicable. The ZBA shall either:

(1) Approve, reject, or approve upon condition the Variance Application, if any, at its meeting;

(2) Postpone its decision on the request of the applicant; or,

(3) Postpone its decision to its next regular meeting for good cause based on need for further review by the board of adjustment. Upon approval by the board of adjustment, the Sign permit and variances, if any, the permit shall be issued by the city administrator or the administrator's designee.

SEC. 8.2.004 CONDITIONS

(a) The Sign Administrator or ZBA may impose conditions upon the granting of a Variance under this chapter. Such conditions must be related to the Variance sought and be generally intended to mitigate the adverse effects of the Sign on neighboring tracts and the general aesthetic ambiance of the community. A non-exhaustive list of

a)

	PLACE TYPES ▶	P2	P3	P4	P5	SPECIFICATIONS ▼
ADDRESS SIGN		P	P	P	P	a. **Quantity**: 1 per Address max. b. **Area:** 2 sf max. c. **Width:** 24 in max. d. **Height:** 12 in max. e. **Depth / Projection:** 3 in max. f. **Clearance:** 4.5 ft min. g. **Letter Height:** 6" max.
DESCRIPTION	Address Signs shall be made easily visible through the use of colors or materials that contrast with their background and shall be attached to the Facade or Principal Entrance of the unit they identify.					
SIGN DETAILS	i. Address Sign numerals applied to a House-form Residential, Commercial, or office buildings shall be between 4 and 6 inches tall. Address Sign numerals applied to individual Dwelling units in apartment buildings shall be at least 2 inches tall. ii. Address Signs shall be easily visible by using colors or materials that contrast with their background. iii. Address Signs shall be constructed of durable materials. iv. The address Sign shall be attached to the front of the Building in proximity to the Principal Entrance or at a mailbox.					

b)

	PLACE TYPES ▶	P2	P3	P4	P5	SPECIFICATIONS ▼
AWNINGS & SIGNS				P	P	a. **Quantity:** 1 per window max. b. **Area:** n/a c. **Width:** width of face max. d. **Height:** n/a e. **Depth / Projection:** 4 ft min. f. **Clearance:** 8 ft min. g. **Letter Height:** 5 in min., 10 in max. h. **Valance Height:** 12 in max. i. **Distance from Curb:** 2 ft min.

DESCRIPTION

Awning Signage shall be limited to no more than 70% of the the Valance of the awning or the vertical portion of a dome awning. The Height of the Valance shall not exceed 12 inches. Awning Signs shall contain only the Business name, Logo, and/or Street address.

SIGN DETAILS

i. The following variations of awnings, with or without Sign Bands, are permitted: (1) Fixed or retractable awnings; (2) Shed awnings; (3) Dome awnings

ii. Other awning types may be permitted by Warrant.

iii. Signage shall be limited to the Valance of the awning or the vertical portion of a dome awning.

iv. No portion of an awning shall be lower than 8 feet Clearance.

v. Awnings shall be a minimum of 4 feet in depth.

vi. Awnings shall not extend beyond the width of the Building or tenant space, nor encroach above the roof line or the Story above.

vii. The Height of the Valance shall not exceed 12 inches.

viii. Awning Signs shall contain only the Business name, Logo, and/or Street address.

ix. Letters, numbers, and graphics shall cover no more than 70% of the Valance area.

x. Awning Signs shall not be internally illuminated or backlit.

c)

	PLACE TYPES ▶	P2	P3	P4	P5	SPECIFICATIONS ▼
BAND SIGNS				P	P	a. **Quantity:** 1 max. (2 for corner buildings) b. **Area:** 1.5 sf per linear ft Facade c. **Width:** 90% max. width of Facade d. **Height:** 3 ft max. e. **Depth / Projection:** 7 in max. f. **Clearance:** 7 ft min. g. **Apex:** n/a h. **Letter Height:** 18 in max.

DESCRIPTION

1 Band Sign limited to 90% of the width of the Building Facade shall be permitted for each Building with a Commercial Use. Information shall consist only of the name and/or Logo of the Business.

SIGN DETAILS

i. All businesses are permitted 1 Band Sign on each first Story Facade.

ii. Band Signs shall include only letters, background, Lighting, and an optional Logo. Information shall consist only of the name and/or Logo of the Business. Band Signs shall not list products, sales, or other promotional messages, or contact information.

iii. The following Band Sign Construction types are permitted: Cut-out Letters. Letters shall be individually attached to the wall or on a separate background panel, and shall be externally illuminated.

(1) Flat Panel. Letters shall be printed or etched on same surface as the background, that is then affixed to the wall and externally illuminated.

(2) Channel Letters by Warrant. Each letter shall have its own internal Lighting element, individually attached to the wall or onto a separate background panel. The letter shall be translucent, or solid to create a backlit halo effect.

d)

	PLACE TYPES ▶	P2	P3	P4	P5	SPECIFICATIONS ▼
BLADE SIGNS				P	P	a. **Quantity:** 1 per Facade max. 2 max. b. **Area:** 4 sf max. In P2, P3 & 6 sf max. in P4, P5 c. **Width:** 4 ft max. d. **Height:** 4 ft max. e. **Depth / Projection:** 4 ft max. f. **Clearance:** 8 ft min. g. **Apex:** n/a h. **Letter Height:** 8 in max.

DESCRIPTION	Blade Signs shall be permitted only for businesses that have a Principal Entrance on the first Story. One Blade Sign shall be permitted for each Business if the Facade is no more than 5 feet from the Principal Frontage Line. Blade Signs may encroach into the Public Frontage up to 4 feet, shall clear the Sidewalk by at least 8 feet, and shall not encroach above the bottom of any second Story windows. Blade Signs shall be limited to the name and/or Logo of the Business.
SIGN DETAILS	i. Blade Signs may be double-sided. ii. Blade Signs shall be permitted only for businesses that have a Principal Entrance on the first Story. iii. Businesses shall be permitted 1 Blade Sign where its Principal Frontage Lin is no more than 5 feet from the Facade. Businesses that have a Secondary Frontage line that is no more than 2 feet from the Facade shall be permitted 1 additional blade Sign on that Facade. iv. Blade Signs may encroach into the Public Frontage up to 4 feet and shall clear the Sidewalk by at least 8 feet. v. Blade Signs shall not encroach above the roof line nor above the bottom of the second Story window. vi. Text and graphics on the Blade Sign shall be limited to the name and/or Logo of the Business. Slogans, address labels, operating hours and contact information shall not be permitted. vii. Mounting hardware, such as supports and brackets, may be simple and unobtrusive or highly decorative, but shall complement the design of the Sign, the Building, or both. viii. For buildings with multiple Signs, mounting hardware or Sign shapes, sizes and colors shall be Coordinated.

e)

	PLACE TYPES ▶	P2	P3	P4	P5	SPECIFICATIONS ▼
MARQUEE SIGNS					P	a. **Quantity:** 1 per Business max. b. **Area:** n/a c. **Width:** entrance plus 2 ft each side d. **Height:** 50% Story Height max. e. **Depth / Projection:** 4 ft min.;10 ft max. f. **Clearance:** 10 ft min g. **Apex:** n/a h. **Letter Height:** n/a i. **Distance from Curb:** 3 ft min.

DESCRIPTION

Marquees shall be located only above the Principal Entrance of a Building, shall provide a minimum clearance of 10 feet, and may Encroach the Public Frontage to within 2 feet of the Curb. Message Boards shall be permitted as part of Marquees.

SIGN DETAILS

i. Marquees shall be located only above the Principal Entrance of a Building.

ii. No Marquee shall be wider than the entrance it serves, plus 2 feet on each side thereof.

iii. No portion of a Marquee shall be lower than 10 feet Clearance.

iv. No Marquee shall extend closer to the Curb than 3 feet.

v. Columns or posts may be used as supports for Marquees 8 feet deep or deeper if approved by the DRC.

vi. All Marquees, including anchors, bolts, supporting rods, and braces, shall be constructed of non-combustible materials and shall be designed by a structural engineer submitted for approval to the Building Official.

vii. Marquee components and materials may vary. Anchors, bolts, and supporting rods should be limited to the interior of the Marquee.

viii. Message Boards shall be permitted as part of Marquees.

ix. A Band Sign shall be permitted above a Marquee.

f)

	PLACE TYPES ▶	P2	P3	P4	P5	SPECIFICATIONS ▼
NAMEPLATE SIGNS				P	P	a. **Quantity:** 1 max. b. **Area:** 3 sf max. c. **Width:** 18 in max. d. **Height:** 2 ft max. e. **Depth / Projection:** 3 in max. f. **Clearance:** 4 ft min. g. **Apex:** 7 ft max. h. **Letter Height:** n/a

DESCRIPTION	1 Nameplate per address limited to 3 square feet may be attached to a Building wall within 10 feet of a Principal Entrance.
SIGN DETAILS	i. Nameplates shall consist of either a panel or individual letters applied to a Building wall within 10 feet of an entrance to the Building. ii. One Nameplate shall be permitted per address. iii. Nameplates shall not exceed 3 square feet. iv. Nameplates shall be constructed of durable materials.

g)

	PLACE TYPES ▶	P2	P3	P4	P5	SPECIFICATIONS ▼
OUTDOOR DISPLAY CASE				P	P	a. **Quantity:** 1 max. b. **Area:** 6 sf max. c. **Width:** 3.5 ft max. d. **Height:** 3.5 ft max. e. **Depth / Projection:** 5 in max. f. **Clearance:** 4 ft min. g. **Apex:** n/a h. **Letter Height:** n/a

DESCRIPTION	Outdoor Display Cases shall not exceed 6 square feet and may be internally illuminated.
SIGN DETAILS	i. Each Outdoor Display Case shall not exceed 6 square feet. ii. Outdoor display cases may be externally or internally illuminated. iii. Theaters may be permitted larger outdoor display cases by Warrant. iv. Outdoor display cases shall not be attached to Shopfront windows.

h)

PLACE TYPES ▶	P2	P3	P4	P5	SPECIFICATIONS ▼
SIDEWALK SIGN 			P	P	a. **Quantity:** 1 Building max. b. **Area:** 3 sf max. c. **Width:** 24 in max. d. **Height:** 2 ft max. e. **Depth / Projection:** 3 in max. f. **Clearance:** 4 ft min. g. **Apex:** 7 ft max. h. **Letter Height:** n/a

DESCRIPTION	1 Freestanding, double-sided, temporary Sidewalk Sign may be placed within the Parking Strip of the Public Frontage for each Business. Sidewalk Signs shall be removed at the close of Business each day.
SIGN DETAILS	i. Sidewalk Signs shall consist of Freestanding, double-sided temporary Signs placed at the entrance to a Business in a primarily Pedestrian environment. ii. Sidewalk Signs shall be removed at the close of Business each day. iii. 1 Sidewalk Sign shall be permitted for each Business. iv. Sidewalk Signs shall not exceed 42 inches in Height or 26 inches in width. v. Sidewalk Signs shall be moved inside during high winds or other weather conditions that might pose a hazard to public safety.

i)

PLACE TYPES ▶	P2	P3	P4	P5	SPECIFICATIONS ▼
WINDOW SIGN 			P	P	a. **Quantity:** 1 per window max. b. **Area:** 25% coverage per window c. **Width:** n/a d. **Height:** n/a e. **Depth / Projection:** n/a f. **Clearance:** 4 FT min. g. **Apex:** n/a h. **Letter Height**: 8 in max.

DESCRIPTION

Window Signs shall not interfere with the primary function of windows, that is to enable passersby and public safety personnel to see through windows into Premises and view product displays.

SIGN DETAILS

i. Only the following Window Sign types shall be permitted:

ii. Vinyl applique letters applied to the window. Appliques shall consist of individual letters or graphics with no visible background.

(a) Letters painted directly on the window.

(b) Hanging Signs that hang from the ceiling behind the window.

(c) Neon Signs.

(d) Door Signs applied to or hanging inside the glass portion of an entrance doorway.

iii. Window Signs shall not interfere with the primary function of windows, that is to enable passersby and public safety personnel to see through windows into Premises and view product displays.

iv. Window Signs shall be no larger than 25% of the total area of the window onto which they are applied. Sign area shall be measured using smallest rectangle that fully encompasses the entire extent of letters, Logo and background.

v. Window Signs may list services and/or products sold on the Premises, or provide phone numbers, operating hours or other messages, provided that the total aggregate area of these messages not exceed the limit provided above.

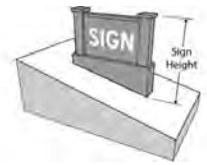
vi. Letters on window Signs shall be no taller than 8 inches.

K)

PLACE TYPES ▶	P2	P3	P4	P5	SPECIFICATIONS ▼
YARD SIGN 			P		a. **Quantity:** 1 max per Lot b. **Area:** 6 sf max. c. **Width:** 3 ft max. (not counting post) d. **Height:** 2 ft max. (not counting post) e. **Depth / Projection:** n/a f. **Clearance:** min. 3 ft to Sign edge g. **Apex:** max. 6 ft to top of post h. **Letter Height:** 8 in max.
DESCRIPTION	1 single- or double-post Yard Sign may be placed with the Private Frontage.				
SIGN DETAILS	i. One single- or double-post Yard Sign for each Business may be permitted by Warrant, provided it is set back at least 6 feet from the Frontage Line, does not exceed 6 square feet excluding posts, and does not exceed 6 feet high including posts, measured from the yard at the post location.				

K)

PLACE TYPES ▶	P2	P3	P4	P5	SPECIFICATIONS ▼
MONUMENT & POLE SIGN				P	a. **Quantity:** 1 max per Frontage b. **Height:** 35 ft max. in P5 on HWY 71 Frontage 20 ft max in P5 on HWY 95 & HWY 150 4 ft max in P4 c. **Max Height to width ratio:** 4:1



DESCRIPTION

A Sign permanently affixed to the ground at its base or by poles that are enclosed by natural stone, stucco, brick, or wood and not mounted to a part of a Building. Pole(s) may be used to construct a Monument Sign so long as the poles are not visible below the Sign

SIGN DETAILS

i. A Monument Sign can be defined as a ground Sign generally having a low profile with little or no Open Space between the ground and the Sign and having a Structure constructed of masonry, wood, or materials similar in appearance.

ii. How to Measure:

(1) Maximum total Height is measured from the finished grade at the center of the Sign. If the finished grade at the center of the Sign is higher than the finished grade of the closest paved surface, then the Height shall be measured from the finished grade of the closest paved surface.

(2) The monument base shall be a maximum of 2 feet in Height and shall be included in the calculation of total Height.

(3) A Monument Sign width cannot exceed 2 times the allowable Sign Height.

iii. The max Height allowed along Hwy. 71 is 35 feet.

iv. The max Height allowed along Hwy. 150 and Hwy. 95 is 20 feet.

v. Pole Signs are permitted along the Hwy 71 Frontage through the City Limits and the ETJ. Max Height 35 feet

ARTICLE 8.4 TEMPORARY SIGNS

SEC. 8.4.001 STANDARDS FOR TEMPORARY SIGNS

Temporary signs are allowed for a limited time period in accordance with the permitting requirements.

(a) Banner signs

(1) Maximum sign area is forty-eight (48) square feet and not to exceed 75% of the building or lease space width upon which the sign is to be located.

(2) Maximum banner height dimension is four (4) feet.

(3) One banner sign may be placed on a building for up to two (2) weeks four (4) times per calendar year. The periods may be combined. Each tenant space or building located on a single lot or in a complex shall be allowed an individual banner as allowed per this article.

(4) All four (4) corners of a banner sign shall be securely attached to the building.

(5) Street banners announcing permitted community events may be placed over the public right-of-way in the CBD on Chestnut Street and Main Street as permitted by law. A maximum of one banner per block shall be permitted, and no more than two (2) banners per event shall be allowed.

(b) Bandit Signs

(1) Bandit signs shall not exceed four (4) square feet and shall not be more than three (3) feet above the natural grade.

(2) Bandit signs shall be authorized for new residential subdivisions during the development and sale phases only.

(3) Bandit signs shall not be placed on the public right-of-way, or within the visibility triangle of an intersection.

(4) The posting of bandit signs shall only be allowed between the hours of 5:00 a.m. Saturday through 6:00 a.m. Monday.

(5) The bandit signs shall be set back from the property line a minimum of five (5) feet and shall not exceed three (3) feet in height above the natural grade.

(6) Any bandit sign placed prior to 5:00 a.m. on Saturday or not removed by 6:00 a.m. Monday shall be in violation of this article. The city shall remove bandit

signs in violation of this article within twenty-four (24) hours. The owner of the bandit sign shall be fined in accordance with this article.

(c) Construction Site Signs

(1) The maximum sign area for a construction site sign is as follows:

A. Freestanding: Thirty-two (32) square feet.

B. Wall signs: 10% of building or lease space facade on which it is attached.

(3) Only one freestanding sign per street frontage on the property where the activity is to occur is permitted.

(4) Only one wall sign per building is permitted.

(5) The construction site sign shall be displayed no earlier than thirty (30) days before the commencement of the activity and must be removed no later that thirty (30) days after the activity is completed, or the installation of a permanent sign, whichever occurs first.

(d) Development information signs

(1) The maximum sign area shall not exceed forty (40) square feet.

(2) One sign is allowed for every fifty (50) lots, not to exceed thirty-two (32) signs unless the project exceeds four (4) square miles.

(3) All signs must conform to a unified design, shape and neutral color scheme and be constructed of strong, durable weather-resistant materials.

(4) For a residential subdivision, the sign may be displayed once the plat is recorded and shall be removed when 90% of each phase to which the sign is a part of is completed.

(5) For a commercial development not requiring platting, the sign may be displayed with the approval of either the site plan or the building permit.

(6) Development information signs shall be located on private property within the project subdivision/ development to which the signs pertain. Signs may not be located on boundary streets of the project subdivision.

(e) Garage sale signs

(1) Must be located on private property (i.e., not in the right-of-way or on a utility pole) at a distance not less than three (3) feet from a curb.

(2) A maximum sign area of four (4) square feet.

(3) Allowed from 5:00 p.m. Thursday until 8:00 a.m. Monday (unless Monday is a holiday, in which case the sign can remain until 8:00 a.m. Tuesday).

(f) Light pole-mounted banners

(1) Limited to not more than one banner on any light pole.

(2) Limited to no more than two (2) feet × six (6) feet in exterior dimension and twelve (12) square feet in area per banner.

(3) A minimum height of six (6) feet as measured from adjacent grade to the bottom of the banner.

(4) A maximum height of twelve (12) feet to the top of the banner.

(5) Banners shall be maintained in good repair. Should they become excessively faded, tattered or torn, they shall be replaced or removed.

(6) Banners shall not be illuminated, except for indirect lighting associated with the main lamp of the light pole to which it is mounted.

(7) Banners shall be permitted in the CBD for the advertising of permitted community events, seasonal and historic themes, or other such civic purposes; on collector level and higher classification within a residential subdivision; within master planned commercial subdivision. Such banners are limited to subdivision identification, or seasonal decorations and works of art by local artists. Such banners must be approved by the appropriate electric utility company in addition to receiving a permit from the city's planning and development department.



(g) Model Home Signs

(1) The maximum sign area is eighteen (18) square feet.

(2) The maximum height is six (6) feet.

(3) One sign per cluster of model homes per builder.

(4) A nameplate sign that identifies the individual product name is exempt if it does not exceed three (3) square feet nor three (3) feet in height.

(5) Must be placed in front of a cluster of one or more model homes per builder.

(6) All model home signage must be removed from the premises upon sale of the last model in the cluster.

CHAPTER 9: HISTORIC LANDMARK PRESERVATION & THE IREDELL DISTRICT



ARTICLE 9.1 GENERAL

SEC. 9.1.001 PURPOSE AND INTENT

(a) The City Council hereby declares that as a matter of public policy the protection, enhancement, and perpetuation of sites, landmarks or districts of historical and cultural importance, and significance is necessary to promote the economic, cultural, educational, and general welfare of the public. It is recognized that the City represents the unique confluence of time and place that shaped the identity of generations of citizens, collectively and individually, and produced significant historic, architectural, and cultural resources that constitute their heritage. This article is intended to:

(1) Protect and enhance the landmarks, which represent distinctive elements of the City's historic, architectural, and cultural heritage;

(2) Foster civic pride in the accomplishments of the past;

(3) Protect and enhance the City's attractiveness to visitors, thereby supporting and stimulating the economy;

(4) Insure the harmonious, orderly, and efficient growth and Development of the City;

(5) Promote economic prosperity and welfare of the community by encouraging the most appropriate use of such property within the City;

(6) Encourage stabilization, Restoration, and improvements of such properties and their values.

SEC. 9.1.002 HISTORIC LANDMARK COMMISSION

(a) The commission shall consist of 7 members, residents of the City, to be appointed by the mayor with approval by the City Council as follows; every effort will be made to find professionals who meet the criteria below:

(1) 1 shall be an architect, city planner, or representative of a design profession;

(2) 1 shall be a representative elected by the Bastrop County Historical Society;

(3) 1 shall be a licensed real estate professional;

(4) 1 shall be an owner of an historic Commercial Structure or property;

(5) 1 shall be an owner of an historic Residential Structure or property;

(6) 1 shall be a member from the Planning & Zoning Commission;

(7) 1 shall be a general resident of the City. However, if specified professionals above cannot be appointed, City Council will consider other types of professionals.

(b) All Historic Landmark Commission members, regardless of background, shall have a known and demonstrated interest, competence, or knowledge in historic Preservation within the City.

(c) Historic Landmark Commission members shall serve for a term of 3 years, with the exception of the member who is serving on the Historic Landmark Commission as the Planning & Zoning Commission representative, and that member shall serve for a term that is concurrent with that member's Planning & Zoning Commission term.

(d) Attendance requirements for the Historic Landmark Commission members are set forth in section 1.02.002(b).

(e) The commission shall be empowered to:

(1) Approve or disapprove Certificates of Appropriateness, Demolition or Removal of historic Structures, and economic hardship applications.

(2) Conduct surveys and maintain an Inventory of significant historic, architectural, and cultural landmarks.

(3) Make recommendations to the City Council on the designation of historic landmarks, Historic Districts, Contributing and non-Contributing Structures.

(4) Make recommendations for properties to the National Register of Historic Places.

(5) Increase public awareness of the value of historic, cultural, and architectural Preservation by developing and participating in public education programs.

(6) To assist the City Council in the adoption of Design Guidelines for the exteriors of historic landmarks, properties located inside of Historic Districts, and Contributing and non-Contributing Structures, to address architectural and general design elements of Structures, including acceptable materials for Construction; appropriate architectural character, scale, and detail; acceptable appurtenances or

Additions to new or existing Structures; and acceptable textures and ornamentation.

(7) Prepare and submit annually to the City Council a report summarizing the work completed during the previous year.

(8) To perform any other functions requested by City Council.

(f) The Historic Landmark Commission shall meet at least monthly, if business is at hand. Special meetings may be called at any time by the Chair, or on the written request of any 2 commission members.

SEC. 9.1.003 APPOINTMENT OF HISTORIC PRESERVATION OFFICER

(a) The City's Director of Planning & Development or other City staff designated by the City Manager shall serve as Historic Preservation Officer. This officer shall have as a principal duty the administration of this article and the coordination of the City's various efforts and programs that further historic Preservation.

ARTICLE 9.2 CATEGORIES OF PRESERVATION

SEC. 9.2.001 ESTABLISHMENT OF PRESERVATION

(a) There shall be 2 categories of Preservation for historically, culturally, architecturally or archaeologically significant properties in the City, as follows:

(1) Historic landmarks;

(2) Local Historic Districts, which may contain historic landmarks and Contributing Structures or Sites; and non-Contributing Structures or Sites.

SEC. 9.2.002 CRITERIA FOR HISTORIC LANDMARK STATUS

(a) A Structure or Site is considered a local Historic Landmark if it is designated as a Recorded Texas Historic Landmark or State Archeological Landmark, or is included on the National Register of Historic Places.

(b) A Structure or Site also may be designated by the City as a Historic Landmark if it meets 2 or more of the criteria set out below.

(1) Possesses significance in history, architecture, archeology, or culture;

(2) Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history;

(3) Is associated with the lives of persons significant in our past;

(4) Embodies the distinctive characteristics of a type, period, or method of Construction;

(5) Represents the work of a master designer, builder, or craftsman; or

(6) Represents an established and familiar visual feature of the City.

SEC. 9.2.003 PROCESS FOR DESIGNATION OF HISTORIC LANDMARKS

(a) Owners of property being considered for designation as a Historic Landmark shall be notified prior to the Historic Landmark Commission hearing on the recommended designation. The Historic Landmark Commission shall provide notice to property owners within 200 feet of the property and conduct a public hearing.

(b) After consideration by the Historic Landmark Commission, a recommendation regarding designations shall be submitted the City Council to conduct a public hearing and consider the designations of a Historic Landmark. The adoption of the landmark shall be through a resolution.

(c) Upon designation of a Historic Landmark, the City Council shall cause the designation to be noted as follows:

(1) Recorded in the official real property records of Bastrop County.

(2) Designated on the historic resource map of the City.

(3) Provide the property owner with a plaque and require the installation indicating the designation of the landmark as a City Historic Landmark.

SEC. 9.2.004 PROCESS FOR REMOVAL OF HISTORIC LANDMARKS DESIGNATION

(a) Designated historic landmarks shall retain such designation until such time as the City Council, upon receipt of an Application from the owner, approves the withdrawal. The procedures for a Removal of designation of a Historic Landmark shall follow the same process as the designation process.

(b) Criteria for approving Removal:

(1) The original criteria that was met to receive the designation is no longer applicable for reasons not attributable to the acts or omissions of the owner or occupant.

(2) The Site or Structure has been rendered unreasonably irreparably altered by an Act of God

(3) The required majority for City Council approval for Removal of designation shall be two-thirds of the full membership

SEC. 9.2.005 CRITERIA FOR CREATION OF HISTORIC LANDMARKS

(a) An area of the City may be considered for designation as a Historic District if it:

(1) Contains properties and an environmental setting which meet 1 or more of the criteria for designation of a Historic Landmark; or,

(2) Constitutes a distinct section of the City that possesses a unique historical, architectural, archeological or cultural significance.

SEC. 9.2.006 PROCESS FOR THE DESIGNATION OF LOCAL HISTORIC DISTRICT

(a) These provisions pertaining to the designation of local Historic Districts constitute a part of the official Zoning Map of the City.

(b) Upon recommendation of the Historic Landmark Commission and the Planning & Zoning Commission, the City Council may establish, after following all required legal procedures, 1 or more Historic Districts. The Historic Landmark Commission shall prepare, or cause to be prepared, and adopt, Design Guidelines for each individual district, including Standards for new and/or Infill Construction. If there is more than 1 district, and the Historic Landmark Commission finds that Design Guidelines for 1 district are appropriate for another district, they may adopt the same guidelines.

(c) An Inventory of all Contributing and non-Contributing Structures located within a Historic District to be prepared and the record of the status of each Structure within each Historic District shall be maintained in City records.

(d) Owners of property located within an area considered for designation as a local Historic District shall be notified prior to the public hearing(s) on the recommended

designation. The adoption of a local district will be processed according to the same procedures required for a zoning amendment. At the public hearing(s), owners, interested parties, and technical experts may present testimony or documentary evidence that will become part of a record regarding the historic, architectural, or cultural importance of the proposed local Historic District.

(e) Upon designation of a local historic district, the City Council shall cause the designation to be recorded as follows:

(1) Recorded in the official real property records of Bastrop County,

(2) Designated on the historic resource map of the City.

(f) Designated Historic Districts shall retain such designation until such time as the City Council, upon receipt of an Application and formal request made by at least 51% of the owners of real property located within the Historic District petitions for Removal. The procedures for a Removal of designation of a local Historic District shall follow the same process as the designation process.

(1) Criteria for approving Removal.

A. The original criteria that was met to receive the designation is no longer applicable for reasons not attributable to the acts or omissions of the owner or occupant.

B. The Site or Structure has been rendered unreasonably irreparably altered by an Act of God.

(g) The required majority for City Council approval for Removal of designation shall be 2/3 of the full membership.

(h) Any existing Structure or Site designated as a significant landmark or a Historic Landmark under Ordinance No. 2007-30 are specifically saved from repeal and shall retain such designation until such time that those designated landmarks are redesignated in accordance with the processes and procedures under this article. As soon as practical following adoption of this article, the City shall begin the process to designate any landmarks deemed appropriate for consideration as historic landmarks in accordance with the processes and procedures contained within this article.

SEC. 9.2.007 RELATIONSHIP OF DESIGNATIONS TO PLACE TYPES

(a) If there is any conflict between the Design Guidelines and any provision of Place Type Zoning, the most restrictive regulation shall apply.

(b) If there is any conflict between the provisions of this section and any other provision of the Place Type Zoning, the most restrictive regulation shall apply, in the absence of a specific directive to the contrary.

SEC. 9.2.008 EXISTING HISTORIC DISTRICTS

(a) Bastrop Commercial District - National Register District

(1) This district was certified as part of the National Register of Historic Places by the National Park Service on December 22, 1978. The district has identified Structures that are Contributing, Compatible and Intrusions to the district, which is outlined in Figure 9.2.006A.

(2) All properties within the district are required to receive a Certificate of Appropriateness per Section 14.03.003.

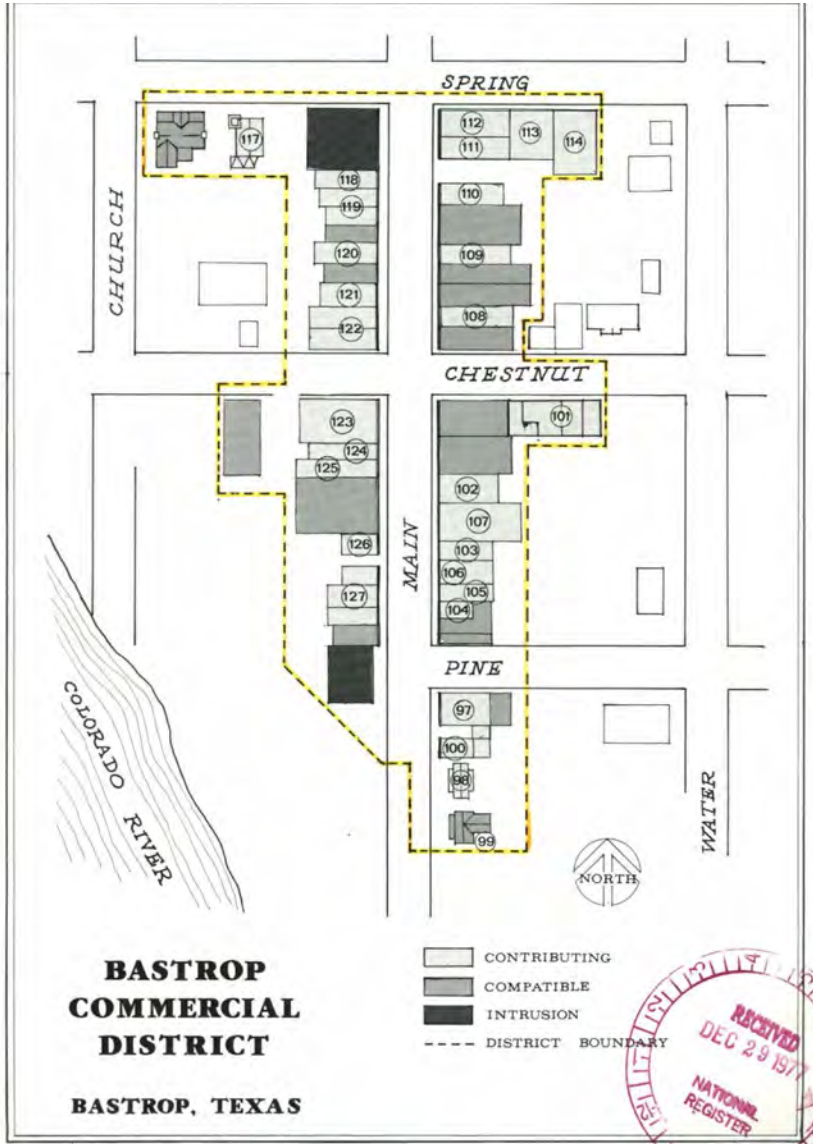


FIGURE 9.2.008 A

(c) Iredell Historic District – locally designated district

This district was adopted as a local district by City Council on XX. The district encompasses the Farm Lots and Building Blocks that established a unique Development Pattern, which possesses a significant in history, provided a significant contribution to the local pattern and represents an established and familiar visual feature of the City that is the basis of the Bastrop Building Block (B^3) Code. The boundaries are outlined in Figure 9.2.006B.

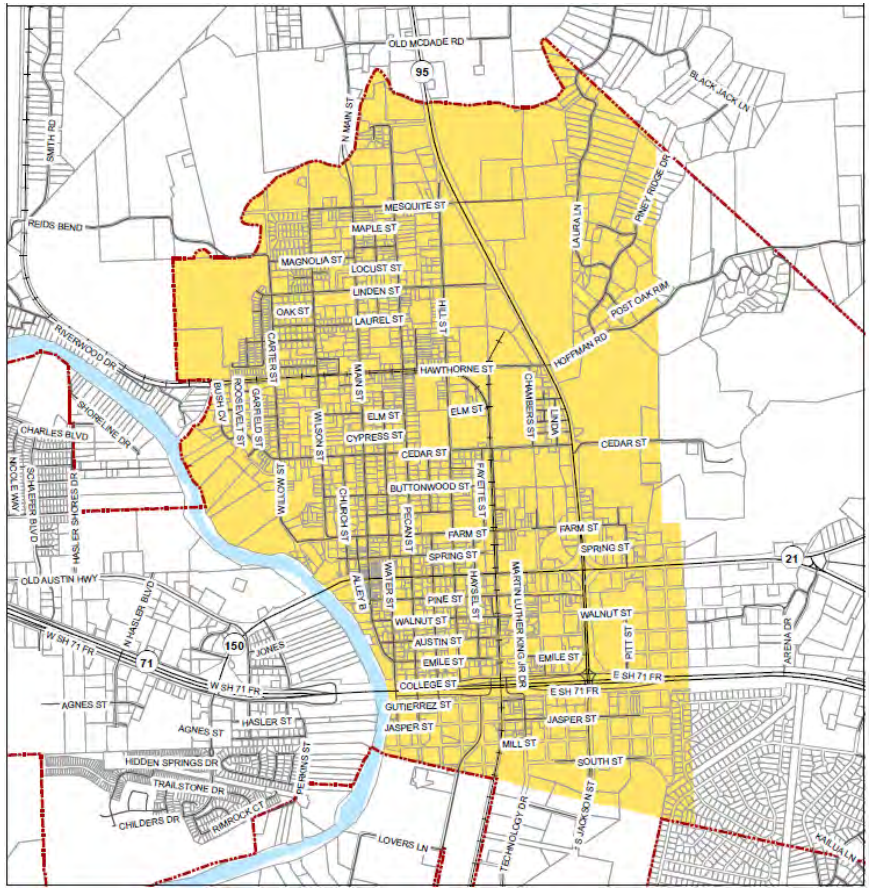


FIGURE 9.2.008 B

ARTICLE 9.3 CERTIFICATE OF APPROPRIATENESS

SEC. 9.3.001 REQUIREMENT FOR CERTIFICATE OF APPROPRIATENESS

(a) No person, firm, corporation or other organization shall carry out any Project that includes the Construction, Reconstruction, alteration, Restoration, Rehabilitation, Relocation or Demolition of any local, state, or national Historic Landmark or any structure, Site, or Sign within a Historic District, nor shall any person make any material change to any structural exterior elements or architectural features visible from a public right-of-way which affect the appearance and cohesiveness of any local, state, or national Historic Landmark or any structure or Site within a Historic District without prior approval of a Certificate of Appropriateness.

SEC. 9.3.002 CERTIFICATE OF APPROPRIATENESS EXEMPTIONS

(a) Certificate of Appropriateness shall not be required for the following:

(1) Ordinary Maintenance, as defined in this article.

(2) Interior Construction or Alterations provided the Alterations do not alter the exterior wall of the Building.

(3) New, modifications or Removal of existing awnings, canopies, exterior paint color or exterior Lighting that are attached to a P3 or P4 Structure provided the Alterations do not alter the exterior wall of a Building designated as a Historic Landmark.

(4) Demolition of a Building or Structure that the Building Official has declared a dangerous Structure in accordance with article 3.12 of this article, as amended, or determined that Demolition is necessary for the preservation of the public health, safety and welfare.

A. Should the Building Official declare a Building a dangerous Structure or determine that Demolition is necessary for the preservation of public health, safety and welfare, the Building Official shall coordinate with the Historic Preservation Officer and property owner to identify historic and significant architectural features that are unique to the Building or Structure, era or district and that may be salvaged.

B. The Historic Preservation Officer shall create a record of the Building or Structure to be demolished through archival-quality photo-documentation, drawings, and other information

similar to those required by the Historic American Buildings Survey. The list of identified historic and significant architectural features to be salvaged shall also be made part of this record.

(5) New fence, railing or wall that is consistent with the Historic District's characteristics and applicable guidelines.

(6) Site landscape Alterations and other hardscape features provided that these do not alter a Building or Structure designated as a Historic Landmark or that is a Contributing historic Structure to the Historic District.

SEC. 9.3.003 CERTIFICATE OF APPROPRIATENESS APPLICATION PROCEDURE

(a) When a Certificate of Appropriateness is required, no work can begin before the Historic Preservation Officer or the Historic Landmark Commission has first issued a Certificate of Appropriateness. The Certificate of Appropriateness shall be in addition to and not in lieu of any permits required (i.e. Building, Sign, alcohol, etc.). The Building Official cannot approve any Application for a Sign or building permit to a Structure and/or Site that requires, but does not have a Certificate of Appropriateness.

(b) The owner or owner's agent shall file an Application, as provided by the City, for such a certificate. The Application shall contain at a minimum:

(1) Application fee as established in appendix A–Fee Schedule;

(2) Contact information for the Applicant and/or owner;

(3) A detailed description of all proposed work;

(4) Location and photographs of existing conditions;

(5) Elevation drawings, photographs, or illustrations of the proposed changes;

(6) Samples of materials to be used;

(7) If the proposal includes Signs or lettering, a scale drawing showing the type of lettering to be used, all dimensions and colors, a description of materials to be used, method of illumination (if any), and a plan showing the Sign's location on the property;

(8) Any other information that the City may deem necessary in order to visualize the proposed work; and

(9) The Historic Preservation Officer shall review the submission and determine if the Application is complete. If the Application does not meet the requirements to be approved administratively, the Application will be forward to the Historic Landmark Commission for consideration at their next available meeting agenda.

SEC. 9.3.004 ADMINISTRATIVE APPROVAL OF A CERTIFICATE OF APPROPRIATENESS

(a) Certificate of Appropriateness may qualify for Administrative Approval by the Historic Preservation Officer if the proposed Project meets all of the following conditions:

(1) The property is not located in a national Historic District;

(2) All of the material Standards identified in the Pattern Book are met;

(3) The proposed Structure or Site is not designated as a local, state, or national Historic Landmark.

(b) The Historic Preservation Officer may elect to present a Certificate of Appropriateness to the Historic Landmark Commission for review and consideration.

(c) If the Historic Preservation Officer does not approve a Certificate of Appropriateness, the Application may be forwarded to the Historic Landmark Commission for review and consideration at the request of the Applicant.

SEC. 9.3.005 HISTORIC LANDMARK COMMISSION APPROVAL OF CERTIFICATE OF APPROPRIATENESS

(a) The Commission shall review an Application for a Certificate of Appropriateness at a regularly scheduled or special meeting within 45 days from the date the Application is deemed administratively complete for review, at which time an opportunity will be provided for the Applicant to be heard. The Historic Landmark Commission shall approve, deny, or approve with conditions or modifications the permit, within 30 days after the review meeting, provided however, both review and action may occur at the same meeting. In the event the Historic Landmark Commission does not act within 60 days from the date the Application is deemed administratively complete for review, a permit will be deemed approved.

(b) All decisions of the Historic Landmark Commission shall be in writing. The Historic Landmark Commission's decision shall state its findings pertaining to the approval, denial, or modification of the Application. A copy shall be

provided to the Applicant and a copy shall be maintained in the files of the Planning and Development Department and distributed to other appropriate City departments.

(c) An Applicant for a Certificate of Appropriateness who is dissatisfied with the action of the Historic Landmark Commission relating to the issuance or denial of a Certificate of Appropriateness shall have the right to Appeal the determination to the City Council. The Applicant has 15 calendar days from date of the Historic Landmark Commission action to file for the Appeal. The Appeal request will be placed on the next available City Council agenda. To be considered, the Appeal shall set forth in writing the grounds for such Appeal and shall provide the City with any pertinent evidence and all related documentation related to the Appeal. The City Council shall use the adopted approval criteria for the Appeal review.

(d) A Certificate of Appropriateness shall expire 2 years from the date of approval if the proposed scope of work has not been completed. If a building permit for approved work has been issued, the Certificate of Appropriateness will expire 2 years from the permit issue date. The Commission, upon determination of a reasonable need, may authorize 1 extension of an additional 6 months to obtain a building permit for the work in which the Certificate of Appropriateness was approved upon showing of just cause by the Applicant.

SEC. 9.3.006 CRITERIA FOR APPROVAL OF CERTIFICATE OF APPROPRIATENESS (COA)

(a) In considering an Application for a Certificate of Appropriateness (COA), the Historic Landmark Commission shall be guided by any locally adopted design Standards, and where applicable, the following from the Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings . Any adopted design Standards and Secretary of the Interior's Standards shall be made to the property owners of historic landmarks.

(1) Every reasonable effort shall be made to adapt the property in a manner which requires minimal Alteration of the Building, Structure, object, or Site and its environment.

(2) The distinguishing original qualities or character of a Building, Structure, object, or Site and its environment shall not be destroyed. The Removal or alteration of any historic material or distinctive architectural features should be avoided when possible.

(3) All buildings, Structures, objects, and Sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier or later appearance shall be discouraged.

(4) Changes that may have taken place in the course of time are evidence of the history and Development of a Building, Structure, object, or Site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.

(5) Distinctive stylistic features or examples of skilled craftsmanship which characterize, a Building, Structure, object, or Site shall be kept to the greatest extent practical.

(6) Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should reflect the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historical, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other Building or Structures.

(7) The surface cleaning of Structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.

(8) For building materials, architecture standards, architectural details, massing for a variety of building types, see the Pattern Book.

(9) Every reasonable effort shall be made to protect and preserve archeological resources affected by, or adjacent to, any Project.

(10) Contemporary design for Alterations and Additions to existing properties shall not be discouraged when such Alterations and Additions do not destroy significant historical, architectural, or cultural material, and such design is compatible with the size, color, material, and character of the property, neighborhood, or environment.

(11) Wherever possible, new Additions or Alterations to buildings, Structures, objects, or Sites shall be done in

such a manner that if such Additions or Alterations were to be removed in the future, the essential form and integrity of the Building, Structure, object, or Site would be unimpaired.

SEC. 9.3.007 CONSIDERATION OF PREVIOUSLY DENIED APPLICATION

(a) A new Application for a Certificate of Appropriateness for a structure or Site that was previously denied a similar Certificate of Appropriateness shall not be considered if the Historic Landmark Commission or the City Council, on appeal, for the structure or Site within 1 year from the date of the final decision. If there has been a substantial change in the conditions affecting the structure or Site or the proposed Project is substantially different from the previous Application, the City may find that are sufficient to Warrant consideration prior to the 1 year period.

SEC. 9.3.008 ENFORCEMENT

(a) All work performed pursuant to a Certificate of Appropriateness issued under this article shall conform to any conditions or requirements included therein. It shall be the duty of the building inspector or their designee to inspect periodically any such work to assure compliance. In the event work is not being performed in accordance with the Certificate of Appropriateness, the Building Official or their designee shall issue a stop-work order, and all work shall immediately cease. No further work shall be undertaken on the Project as long as a stop-work order is in effect.

(b) A stop-work order may be lifted following submission and approval of plans for corrective action or work, or other plans to bring the Project into compliance with the conditions or requirements of the Certificate of Appropriateness or other approvals.

ARTICLE 9.4 COA REQUIRED FOR DEMOLITION OR RELOCATION

SEC. 9.4.001 COA FOR DEMOLITION OR RELOCATION REQUIRED

(a) A permit for Demolition, Removal, or Relocation for any local, state, or national Historic Landmark or any structure or Site within a Historic District shall not be granted by the City without the review and approval of a Certificate of Appropriateness by the Historic Landmark Commission in accordance with the provisions of this article.

SEC. 9.4.002 PROCEDURE FOR COA FOR DEMOLITION

(a) An Application for a Certificate of Appropriateness shall contain the following minimum information:

(1) Application fee as established in appendix A—Fee Schedule;

(2) Owner and agent contact information;

(3) A detailed description of the reason the proposed Demolition is necessary;

(4) Location of the proposed Demolition;

(5) Evidence of the existing conditions of the property which justify the need for Demolition;

(6) A detailed description of the methods of Demolition including the process and procedure for Removal of all debris and how surrounding properties will be protected during the Demolition process;

(7) Any other information that the City may deem necessary in order to determine the need for the proposed Demolition.

(b) The Commission shall hold a public hearing on the Application within 45 days after the date a complete Application is Filed with the City. The Applicant, property owner, and all property owners located within two hundred 200 feet of the property proposed to be demolished shall be mailed a written notice 10 days prior to the hearing.

(c) When considering the Certificate of Appropriateness for Demolition, the Historic Landmark Commission shall consider the following:

(1) The historic value of the Structures or Site;

(2) The state of repair of the Structures or Site;

(3) The existing and potential usefulness, including the economic usefulness, of the Structures, buildings or objects on the Lot, parcel or Site;

(4) The reasons for preserving the Structures, buildings or objects on the Lot, parcel or Site;

(5) The character of the neighborhood; and

(6) Any other factors the Historic Landmark Commission deems appropriate when considering the proposed Demolition.

(d) When considering the Certificate of Appropriateness for Relocation, the Historic Landmark Commission shall consider the following:

(1) The style of Construction and compatibility with the local Historic District;

(2) The historic value and structural state of the Structure;

(3) The historic value of the Site;

(4) The reasons for preserving the Structure on an alternate Site;

(5) The character of the neighborhood;

(6) Any other factors the Historic Landmark Commission deems appropriate when considering the proposed Demolition.

(e) If the Historic Landmark Commission determines, that the evidence supports the Demolition, Removal or Relocation of the Structure or if the Historic Landmark Commission determines that the interest of preserving historic values will not be adversely affected by such Demolition, Removal or Relocation that the interest of preserving historical values can best be served by the Removal of the Structures, buildings or objects, it shall issue a Certificate of Appropriateness for Demolition of the Structures or Site.

(f) If no action has been taken by the Historic Landmark Commission within 60 days of original receipt by the Historic Landmark Commission of the Application, the Certificate of Appropriateness for Demolition shall be deemed approved by the Historic Landmark Commission.

(g) Any Applicant who is dissatisfied with the action of the Historic Landmark Commission relating to the issuance or denial of a Certificate of Appropriateness shall have the right to Appeal the determination to the City Council. The Applicant has 15 calendar days from date of the Historic Landmark Commission action to file for the Appeal. The Appeal request will be placed on the next available City Council agenda. To be considered, the Appeal shall set forth the grounds for such Appeal and shall provide the City with any pertinent evidence and all related documentation related to the Appeal. The City Council shall use the adopted approval criteria for the Appeal review.

ARTICLE 9.5 FAILURE TO MAINTAIN RESULTING IN DEMOLITION BY NEGLECT

SEC. 9.5.001 STATE OF DEMOLITION BY NEGLECT

(a) No owner or person, firm, corporation or other organization with an interest in real property that is designated as a Historic Landmark, a Structure or Site that has been certified, registered or designated by any federal, state or other authorized body/entity as having historical significance, or any Structure or Site that is located within a local Historic District, shall permit the property to fall into a serious state of disrepair so as to result in the deterioration of any exterior architectural feature which would, in the judgment of the Historic Landmark Commission, produce a detrimental effect upon the character of a Historic Landmark, the district as a whole, or the life and character of the property itself. Examples of such deterioration include:

(1) Deterioration of exterior walls or other vertical supports.

(2) Deterioration of roofs or other horizontal members.

(3) Deterioration of exterior chimneys.

(4) Deterioration or crumbling of exterior stucco or mortar.

(5) Ineffective waterproofing of exterior walls, roof, or foundations, including broken windows or doors.

(6) Deterioration of any feature creating a hazardous condition which could lead to the claim that Demolition is necessary for the public safety.

SEC. 9.5.002 DEMOLITION BY NEGLECT HEARING PROCEDURE

(a) Upon notification to the Historic Landmark Commission of such a state of disrepair, the Historic Landmark Commission shall notify the owner in writing, informing the owner of the violation and the specifics of the alleged deterioration, requesting that the owner appear before the Historic Landmark Commission for determination of the existence of detrimental deterioration.

(b) If, after a public hearing before the Historic Landmark Commission, the Historic Landmark Commission determines that the deterioration has produced a detrimental effect as described in subsection A of this section, the owner shall cure the deterioration by Restoration or other appropriate actions within a reasonable period of time as determined by the Historic Landmark Commission but in no case longer than 180

calendar days from the determination by the Historic Landmark Commission. The owner must comply with all requirements of requesting a Certificate of Appropriateness from the Historic Landmark Commission. Failure of the owner to cure the deterioration within the time specified by the Historic Landmark Commission shall cause the property owner to be subject to penalties as defined in section 14.03.009, which may be assessed civilly or in municipal court.

(c) Any Applicant who is dissatisfied with the action of the Historic Landmark Commission relating to the issuance or denial of a Certificate of Appropriateness shall have the right to Appeal the determination to the City Council. The Applicant has 15 calendar days from date of the Historic Landmark Commission action to file for the Appeal. The Appeal request will be placed on the next available City Council agenda. To be considered, the Appeal shall set forth the grounds for such Appeal and shall provide the City with any pertinent evidence and all related documentation related to the Appeal. The City Council shall use the adopted approval criteria for the Appeal review.

ARTICLE 9.6 INCENTIVES FOR HISTORIC LANDMARKS

SEC. 9.6.001 CONTINUATION OF EXISTING INCENTIVES

(a) All properties previously granted an incentive (refund of City taxes) under section 14.03.002 of the Bastrop Code of Ordinances as of the date of ordinance no. 2018-03 shall be eligible to maintain the incentive and are specifically saved from repeal; however, the City Council may modify or end the program at any time at the City's discretion. A list of all properties subject to the incentive, along with the determination of what historic elements are to be included in the valuation of the incentive, shall be maintained on file in the City's Historic Preservation Officer's and the City Secretary's office.

SEC. 9.6.002 NEW APPLICATIONS FOR INCENTIVES

(a) To encourage historic Preservation, the City may offer an incentive to owners of local historic landmarks to encourage the stabilization, Rehabilitation and renovation of properties designated as historic landmarks. The incentives may include:

(1) Historic landmark marker. Owners of qualifying historic landmarks will be presented with an official Historic Landmark marker to designate the Structure, with the cost of the marker borne by the City.

(2) Property tax refund. Owners of qualifying historic landmarks may be eligible for a refund of a portion of their City property taxes, provided under paragraph (c) below.

(b) An owner seeking inclusion in the incentive program shall submit an Application to the Historic Preservation Officer to determine whether the property meets the criteria for a local Historic Landmark. Incentives will be granted upon the favorable recommendation of the Historic Landmark Commission and approval by the City Council.

SEC. 9.6.003 CALCULATION FOR REFUND INCENTIVES

(a) The amount of the refund shall be based on a uniform percentage of the assessed value of the Contributing Structures, determined by the City Council, each budget year, which can be financed by the amount of general funds appropriated for such refunds. Refunds shall be based on the assessed value of the historic improvements only and shall exclude the value of the underlying land or any noncontributing Structures. Refunds will be based on taxes paid in full by July 31. Eligibility for such refund shall require compliance with all requirements of this article.

SEC. 9.6.004 REQUIRED MAINTENANCE STANDARDS

(a) To be eligible to receive the annual refund, all buildings and the exterior premise of a Historic Landmark property shall be properly maintained to achieve a presentable appearance, avoid hazardous conditions, and meet the following minimum Standards:

(1) ***Roof.*** The roof shall not have any missing or broken shingles, significant buckling, warping, or peeling of the surface and must be clear of vegetation. There shall be no Signs of decay, dry rot or structural integrity issues in the roof structure.

(2) ***Exterior walls.*** The exterior walls shall not have any missing boards, bricks or other materials. No Signs of cracks, dry rot or decay should be evident. Except for materials that have been designed to remain untreated, all exterior wood, composition or metal surfaces shall be protected from the elements by paint or other protective covering. Surfaces shall be maintained to be kept clean and free of flaking, loose, or peeling paint or covering.

(3) ***Foundations.*** The foundation shall not have any significant cracking, shifting, or erosion. For pier and beam foundations, skirting should be in good

condition and have no missing sections. The foundation shall be in good condition and not have missing foundation supports or Signs of sagging.

(4) ***Exterior doors.*** Doors shall be maintained to be structurally sound, fit within frames to be weatherproof, and have hardware that is in good condition.

(5) ***Windows.*** Windows shall be fully supplied with window glass, which is glazed and is without cracks or broken panes, shall have sashes in good condition, which fit within the frames, and maintained to exclude adverse weather elements from entering the Structure.

(6) ***Porches.*** Every porch shall be maintained to be free of missing, defective, rotting or deteriorated foundations, supports, floors and steps, to be safe to use and kept in sound condition and in good repair.

(7) ***Stairways.*** Stairways shall be maintained free of rotted or deteriorated supports. Handrails and/or railings shall be firmly fastened and maintained in good conditions.

(8) ***Accessory Structures.*** All Structures accessory to the dwellings, including detached garages, shall be maintained to be structurally sound, neatly maintained and in good repair.

(9) ***Fences and walls.*** If any fence, retaining wall, or similar Structure is not found to be in a good state of structural repair, it shall be removed, replaced or repaired as required.

(10) ***Landscaping.*** All landscaping shall be maintained in a presentable appearance. Any landscaping or vegetation that is causing damage to the Structure must be removed.

(11) ***Decorative features.*** Any other decorative elements of the Site shall be maintained in good repair with property anchorage and in a safe condition.

(b) If a Historic Landmark property has been determined by the Historic Preservation Officer, the Building Official, and Code Enforcement Official to be inadequately maintained, the property owner will be notified in writing and given 30 days to correct the deficiencies. If the repairs are not completed and Standards are not met, the incentive will not be paid. An aggrieved property owner may Appeal that determination to the City Council.

SEC. 9.6.005 LOSS OF INCENTIVES

(a) No owner, owner's agents, contractors and/or representatives shall alter or totally or partially destroy any Historic Landmark subject to incentives under this section without first obtaining a Certificate of Appropriateness or Demolition permit in accordance with the terms of this article. If a Historic Landmark subject to incentives is altered or totally or partially destroyed without a Certificate of Appropriateness, the owner shall be required to restore the Structure to its original state, within a reasonable period of time as established by the Historic Landmark Commission but in no case longer than 180 calendar days from the date of any notice of violation provided to the property owner. No incentives will apply during the time that the owner is restoring the property. Failure to restore the historical landmark to its pre-destruction condition shall subject the owner to the penalties set forth in this article and the owner shall:

(1) No longer be entitled to the incentives set forth herein; and

(2) Immediately remit to the City monies in an amount equal to the total city tax revenues that were refunded in the current and prior years because of the incentives, plus interest calculated at an annual rate as established by the then-current Texas Private Prompt Payment Act.

If an owner has obtained a Certificate of Appropriateness for Demolition or Relocation under section 14.03.004, then the incentive for the Structure will cease immediately upon the Demolition or Relocation, but no remittance of past refunds is required.

SEC. 9.6.006 TRANSFERABILITY OF INCENTIVES

The benefits of the incentive program relating to historic Structures under this section are transferable and run with the property.

ARTICLE 9.7 ECONOMIC HARDSHIP

SEC. 9.7.001 ECONOMIC HARDSHIP APPLICATION PROCEDURE

(a) After receiving written notification from the Historic Landmark Commission of the denial of a Certificate of Appropriateness, or an Application to demolish, an Applicant may commence the hardship process. No building permit or Demolition permit shall be issued unless the Historic Landmark Commission makes a finding that hardship exists.

(b) When a claim of economic hardship is made due to the effect of this article, the owner must prove that:

(1) The property is incapable of earning a reasonable return, regardless of whether that return represents the most profitable return possible;

(2) The property cannot be adapted for any other use, whether by the current owner or by a purchaser, which would result in a reasonable return; and

(3) Efforts to find a purchaser interested in acquiring the property and preserving it have failed.

(c) The Applicant shall consult in good faith with the Historic Landmark Commission, local Preservation groups and interested parties in a diligent effort to seek an alternative that will result in Preservation of the property. Such efforts must be shown to the Historic Landmark Commission.

(d) The commission shall hold a public hearing on the Application within 60 days from the date the Application is received by either the building inspector or the Preservation Officer. Following the hearing, the Historic Landmark Commission has 30 days in which to prepare a written recommendation to the building inspector or other official. In the event that the Historic Landmark Commission does not act within 90 days of the receipt of the Application, a permit may be granted by the building inspector.

(e) All decisions of the Historic Landmark Commission shall be in writing. A copy shall be sent to the Applicant by certified mail and a copy filed with the City clerk's office for public inspection. The commission's decision shall state the reasons for granting or denying the hardship Application.

(f) An Applicant submitting a hardship Application who is dissatisfied with the decision of the Historic Landmark Commission relating to the approval or denial of such Application shall have the right to Appeal the Historic Landmark Commission's decision to the City Council. The Applicant has fifteen (15) calendar days from date of the Historic Landmark Commission action to file for the Appeal. The Appeal request will be placed on the next available City Council agenda. To be considered, the Appeal shall set forth the grounds for such Appeal and shall provide the City with any pertinent evidence and all related documentation related to the Appeal. The City Council shall use the adopted approval criteria for the Appeal review.

ARTICLE 9.8 PENALTIES

Any person, firm, association of persons, corporation or other organization violating the provisions of this article shall be deemed to be guilty of a misdemeanor and, upon conviction, shall be fined an amount not to exceed the amount set out in appendix A—Fee Schedule, article A14.01 of the Bastrop Code of Ordinances. Each day that a violation continues shall be deemed a separate and distinct offense. Violations of this article may be enforced civilly and/or in municipal court, at the City's discretion.

CHAPTER 10: DEFINITIONS

SEC. 10.1.001 GENERAL

For the purposes of this Code, certain terms and words are hereby defined; terms not defined herein shall be constructed in accordance with customary usage in municipal planning and engineering practices.

Defined terms are capitalized throughout the document.

SEC. 10.1.002 DEFINITIONS

Accessory Building shall mean an outbuilding behind the main Structure on the Lot.

Accessory Dwelling Unit (ADU) shall mean an outbuilding behind the main Structure on the Lot with services for Residential living.

Addition shall mean any Construction that increases the size of a Structure in terms of Site coverage, height, or gross floor area.

Administrative Approval shall mean the process by which the Planning & Development Department review submitted Regulating, Public Frontage Site and/or building plans and approve based on compliance with this code.

Administrative Procedure shall mean the procedure to be followed for the approval of the Subdivision or re-subdivision of an existing Lot(s) when such Subdivision meets certain limited conditions set by the City.

Administrative Review shall mean the process by which the Planning & Development Department review submitted Regulating, Public Frontage Site and/or building plans to determine compliance with this code.

Administrator shall mean the City Manager and or their designee.

Alley shall mean a vehicular drive located to the rear of lots providing access to service areas, parking, Accessory Structures or ADU, or containing utility easements.

Alteration shall mean any change, Demolition or modification to a Structure or Site designated as a Historic Landmark or located in a local Historic District including, but not limited to, the following:

(1) Exterior changes to or modification of any buildings or Structures, architectural details or visual characteristics.

(2) Construction of new Structures.

(3) Disturbance, placement or Removal of exterior objects that affect the exterior qualities of the property.

Amending Plat shall mean Plat as defined in 212.016 of the Texas Local Government Code and the procedure for such plats shall be the same as the procedure as defined herein.

American Grid shall mean the grid plan, grid Street plan, or gridiron plan is a type of city plan that the streets run at right angles to each other, forming a grid.

Apex shall mean the highest point of a Sign as measured from the point on the ground where its Structure is located, or, if no Sign Structure is present, from the point on the ground directly below the Sign itself.

Appeal shall mean a means for obtaining review of a decision, determination, order, or failure to act.

Applicant shall mean a person or entity who submits to the City an Application for an approval required by this code. To be qualified as an Applicant under this code, the person or entity must have sufficient legal authority or proprietary interests in the land to commence and maintain proceedings under this Chapter. The term shall be restricted to include only the Property Owner(s), or a duly authorized agent and representative of the Property Owner.

Application shall mean a written request to the City for an approval required by this Code that contains all information required by this Code and that has been deemed administratively complete by the City on a Uniform Submittal Date.

Arcade shall mean colonnade supported upper stories of a Building projecting over the Sidewalk, where the Facade of the first Story remains at or behind the Frontage Line.

Architectural Element shall mean the unique details and component parts that combined, form the architectural style of a Structure, Building or object.

Apartment Building shall mean a building or series of buildings containing greater than five (5) dwelling units in a building with exterior dwelling unit entrances, primarily rented or leased for terms longer than 30 days.

Avenue shall mean a Thoroughfare of high vehicular capacity and low to moderate speed, acting as a short distance connector between urban centers, and usually equipped with a landscaped median

Awning shall mean a cloth, plastic, or other nonstructural covering that either is permanently attached to a Building or can be raised or retracted to a position against the Building when not in use. This term does not include canopies.

Band Sign shall mean a Sign that is printed onto a flexible material and fastened to a Building or pole.

Bastrop Building Block (B^3**) Code** shall mean the Standards and process governing all elements of Development in the Public and Private Realms of the City of Bastrop and its ETJ.

Bicycle Corral shall mean a group of either short-term or long-term bicycle parking spaces that are located in the vehicular parking area adjacent to the Curb. The Corral is generally surrounded by a painted white box on the Street with flexible vertical delineators and a wheel stop where vehicles are likely to back into the adjacent parking spot.

Bicycle Rack, Long-Term shall mean a bicycle parking fixture that provides at least two bicycle spaces and includes at least a four-foot-wide by six-foot-long dimension, intended for parking more than three hours, and is fully protected from the elements.

Bicycle Rack, Short-Term shall mean a bicycle parking fixture that provides at least two bicycle spaces and includes at least a four-foot-wide by six-foot-long dimension, intended for parking less than three hours.

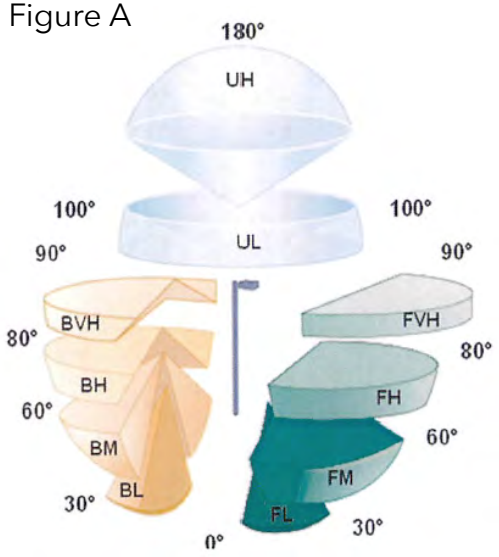
Billboard Sign shall mean a Sign that is Freestanding, attached to or part of a Building, and is an Off-Premises Sign that is designed for a change in copy so that the characters, letters, display, or illustrations can be changed or rearranged within a fixed Sign Face.

Block shall mean an aggregate land area circumscribed by Thoroughfares.

Block Face shall mean the aggregate of all the Principal Frontage Lines or alternatively the building Facades on one side of a Block.

B-U-G Ratings shall mean a luminaire classification system with ratings for backlight (B), uplight (U), and glare (G). The backlight component of the rating system takes into account the amount of light in the BL, BM, BH and BVH zones depicted in (Figure A) on the following page. The uplight component takes into account the amount of light in the UH and UL zones. The glare component takes into account the amount of light in the FH, FVH, BH and BVH zones.

Figure A



Building shall mean a Structure having a roof supported by columns or walls for the shelter, support or enclosure of persons, animals, real property, and Business activity.

Building Block shall mean the 330' X 330' Block created by dividing a Farm Lot. It is the foundation of the walkable environment.

Building Official shall mean the inspector or administrative official charged with responsibility for issuing permits and enforcing the Building Code and the B^3 Code where indicated.

Building Types shall mean a range of Structures with different Standards to create a variety of options for human settlements. The three Building Types in the Code include, Edgeyard, Rearyard and Courtyard.

Business shall mean a place where a person practices their regular occupation, profession, or trade.

By Right shall mean characterizing a proposal or component of a proposal for a Neighborhood Regulating Plan or Site Plan that complies with the this Code and is permitted and processed administratively without public hearing.

Calendar Day shall mean every consecutive day on the calendar, including holidays and weekends.

Certificate of Appropriateness shall mean a document evidencing the approval of the Historic Landmark Commission, signed and dated by the Chairperson of the Historic Landmark Commission, for alteration, installation, Relocation, excavation, Restoration, modification, Rehabilitation, change, Demolition, Construction, Removal, or improvement of a Historic Landmark or of a Building or property located within a local Historic District.

Certificate of Occupancy shall mean an official certificate issued by the City through the Building Official that indicates conformance with the zoning Standards and Building Codes and authorizes legal use of the Premises that it is issued; may be referred to as an Occupancy Permit.

Changeable Copy Sign shall mean a Sign that message copy is changed manually through the utilization of changeable letters, numbers, symbols, and other similar characters or pictorial panels.

Character District Map shall mean the official map or maps that are part of the B^3 Code and delineate the boundaries of individual Characters Districts.

City Council shall mean the governing body of the City of Bastrop, Texas.

City Engineer shall mean a registered Engineer or their representative employed by the City.

City or The City shall mean the City of Bastrop and its authority of its City Limits and ETJ.

City Secretary shall mean the City Secretary of the City of Bastrop or the authorized representative of the secretary.

City Zoning & Planning Commission shall mean the Historic Landmark Commission appointed by the City Council of the City of Bastrop to assist the City Council in zoning and planning within the City Limits.

Civic shall mean a designation for public Sites dedicated for Civic Buildings and Civic Space.

Civic Building shall mean a Building operated by not-for-profit organizations dedicated to arts, culture, education, recreation, government, transit, and municipal parking, or for use approved by the Planning & Zoning Commission and City Council.

Civic Space shall mean an outdoor area dedicated for public use. Civic Space types are defined by the combination of certain physical constants including the relationships among their intended use, their size, their landscaping, and the buildings that front them.

Clustered Land Development or CLD shall mean a Development Pattern structured by a Pedestrian Shed oriented toward a Common Destination such as a general store, Meeting Hall, schoolhouse, or church clustered together in order to preserve Open Space. CLD takes the form of a small settlement standing free in the countryside.

Commercial shall mean the term collectively defining workplace, office, retail, and lodging uses.

Commercial Street shall mean a local urban Thoroughfare of low speed and capacity primarily fronted by Commercial Building uses.

Commercial Uses shall mean Structures used for Office, Local Retail, General Retail, and Commercial Services, property in a Planned Development District that allow for a Commercial Use, or property in the ETJ that is appraised as Commercial property. Commercial uses are those used for the sale, lease, or rent of goods, services, or property.

Common Destination shall mean an area of focused community activity, usually defining the approximate center of a Pedestrian Shed. It may include without limitation one or more of the following: a Civic Space, a Civic Building, a Commercial center, or a transit station, and may act as the social center of a neighborhood.

Common Green shall mean a landscaped Courtyard that serves as a Pedestrian "Street" that housing lots front.

Comprehensive Plan shall mean a document adopted by the City that consists of graphic and textual policies that govern the future Development of the City and that consists of various components governing specific geographic areas and functions and services of the City.

Conservation Easement shall mean a voluntary legal agreement between a landowner and a land trust or government agency that permanently limits uses of the land in order to protect its conservation values.

Construction shall mean the act of adding an Addition to an existing Building, Structure or object or the erection of a new principal or Accessory Building, Structure or object on any Lot, parcel or Site.

Construction / Development Sign shall mean a Commercial Sign placed on a piece of property advertising planned construction and providing related information, including but not limited to the name of the contractor, the name of the owner, the planned date of completion, and information indicating the future use or occupation of the Site.

Contributing Structure shall mean a Building, Structure, property or object within a local Historic District which has not been designated a Historic Landmark under this article, but which adds to the historical integrity or architectural qualities that make the local Historic District significant.

Coordinated Frontage shall mean a condition where the landscape and paving of Public Frontage and Private Frontage are coordinated as a single, coherent design.

Cottage shall mean a small Edgeyard Building on a regular Lot.

Courtyard shall mean the placement of a Building within the boundaries of its Lot to create a private Courtyard, while internally defining one or more private patios. Courtyard is a Building Type.

Curb shall mean the edge of the vehicular pavement that may be raised or flush to a Swale. It usually incorporates the Drainage system.

Curb Extensions (also called bulb-outs) shall mean a Curb that extends the Sidewalk into the parking lane to narrow the roadway and provide additional Pedestrian space at key locations; they can be used at corners and at mid-Block. Curb Extensions enhance Pedestrian safety by increasing Pedestrian visibility, shortening crossing distances, slowing turning vehicles, and visually narrowing the roadway.

Demolition shall mean an act or process which: (1) destroys a Lot, parcel or Site or Building, Structure or object in its entirety, (2) destroys a part of a Lot, parcel or Site or Building, Structure or object and permanently impairs its structural, historic or architectural integrity, (3) removes the Building, Structure or object or any part thereof from the original Lot, parcel or Site without the requisite Certificate of Appropriateness and/or moving permit, or (4) removes architectural elements and features from the exterior of a Building, Structure or object.

Design Guidelines shall mean architectural and style guidelines adopted by the City that encourage and promote the existing historical features of the City and detail those Alterations, installations, relocations, excavations, restorations, modifications,

rehabilitations, changes, Demolition, Construction, Removal, or improvement of a Historic Landmark or of a Structure or Site located within a local Historic District that are deemed compatible and appropriate for the area. If local Design Guidelines have not been adopted, The Secretary of the Interior's Standards for the Treatment of Historic Properties shall be used as the Design Guidelines.

Development shall mean any Construction activity or alteration of the landscape, its terrain contour or vegetation, including the erection or alteration of Structures or land use.

Development Pattern shall mean options for land configuration for a Neighborhood Regulating Plan or Zoning Concept Scheme. The three types addressed in this Code are Cluster Land Development (CLD), Traditional Neighborhood Development (TND), and Village Cluster Development (VCD).

Development Review Committee (DRC) shall mean staff members from each department overseeing Development, infrastructure, and public safety that administer the provisions of this Code.

Dilapidation shall mean any Sign where elements of the Sign area or background have portions of the finished material missing, broken, or illegible; where the structural support is visibly bent, broken, dented, rusted, corroded, or loose; or where the Sign or its elements are not in compliance with the adopted electrical code and/or the Building Code.

Directional Signs shall mean Signs containing directional information about public places owned or operated by federal, state, or local governments or their agencies; publicly or privately owned natural phenomena, historic, cultural, scientific, educational, and religious Sites; and areas of natural scenic beauty or naturally suited for outdoor recreation, deemed to be in the interest of the traveling public.

Disposition shall mean the placement of a Building on its Lot.

Dooryard shall mean an elevated front yard extending to the Frontage Line, buffering it from Pedestrian activity of the Sidewalk.

Drainage shall mean any activity that intentionally alters the hydrological regime of any locality by facilitating the removal of surface or ground water. It may include the Construction, deepening, extending, opening, installation or laying of any canal, drain or pipe, either on the land or in such a manner as to encourage Drainage of adjoining land.

Driveway shall mean a vehicular lane within a Lot, often leading to a garage.

Duplex shall mean a Building with 2 units within one Structure on a Lot. The configuration can be side by side, stacked, front to back, etc.

Dwelling shall mean any Building or portion thereof, that is designed or used as living quarters for one or more families.

Edgeyard Building shall mean a Building that occupies the center of its Lot with Setbacks on all sides. Edgeyard is a Building Type.

Electronic Sign shall mean any Sign that the text, letters, numbers, pictures, or symbols forming the informational portion of the Sign consists of flashing, intermittent, or moving lights, including any LED screen or any other type of video display. Illumination of a Sign, by itself, does not create an Electronic Sign.

Elevation shall mean the exterior wall of a Building that is set along a Frontage Line. Syn. Facade.

Encroachment shall mean any structural element that breaks the plane of a vertical or horizontal regulatory limit, extending into a Setback, into the Public Frontage, or above a height limit.

Extraterritorial Jurisdiction (ETJ) shall mean the area adjacent to the City Limits of the City over that the City is authorized to control, among other things, Subdivision as prescribed or defined by law.

Facade shall mean the principal face of a Building, including parapet walls and omitted wall lines, or any part of a Building that encloses or covers usable space. Where separate faces are oriented in the same direction, or in directions within 45 degrees of one another, they are to be considered as part of a single Facade.

Farm Lot shall mean the original unit dividing land in the City of Bastrop. A Farm Lot is bounded by Streets and measures approximately 715.5′ by 715.5′.

Feather Banner shall mean a Sign that is constructed of lightweight material (such as cloth, canvas, or vinyl) affixed to a pole or Building that is similar to a flag, except that it is longer than it is wide. A Feather Banner resembles a feather, in that it is tall and narrow, having more surface area vertically than horizontally when fully extended.

Filed shall mean the date on a Uniform Submittal Date when a submission has been deemed an administratively complete Application. A plan or permit Application shall be reviewed for completeness and be deemed administratively complete to be considered Filed.

Final Plat shall mean a Plat as defined in 212.014 or 212.015 of the Local Government Code and the procedure for such Plats shall be the same as Standard Procedure as defined herein.

Floodplain shall mean an area of land subject to inundation by a 100-year frequency flood as determined using standard engineering practices and generally as shown on the FIRM (Flood Insurance Rate Map) of the City of Bastrop.

Freestanding shall mean a that is not attached to a wall or Building. A Sign that is supported by a Structure primarily designed for display of the Sign.

Frontage shall mean the area between a Building Facade and the vehicular lanes, inclusive of its built and planted components. Frontage is divided into Private Frontage and Public Frontage.

Frontage Line shall mean a Lot Line bordering a Public Frontage. Facades facing Frontage Lines define the Public Realm and are therefore more regulated than the Elevations facing other Lot Lines.

Full Cut-Off Fixtures shall mean fixtures, as installed, that are designed or shielded in such a manner that all light rays emitted by the fixture, either directly from the lamps or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted.

Gallery shall mean an attached cantilevered shed or a lightweight colonnade extending from a Building Facade to overlapping the Sidewalk.

Geographically Sensitive shall mean the use of appropriate Development Patterns and Development Standards that support the natural conditions of the landscape minimizing the interruption of natural resources and systems with human settlements.

Government Sign shall mean a Sign that is constructed, placed, or maintained by the federal, state, or Local Government or a Sign that is required to be constructed, placed, or maintained by the federal, state, or local government, including a Ferry District, either directly or to enforce a property owner's rights. Local Government includes any political subdivision including the county, the City, the school district, the Ferry District, or an emergency services district.

Green shall mean a Civic Space type for unstructured recreation, spatially defined by landscaping rather than Building Frontages.

Greenfield shall mean an area that consists of open or wooded land or farmland that has not been previously developed.

Greenway shall mean a linear connection in largely natural conditions that may include trails for bicycles and pedestrians.

Hanging Sign shall mean a that is affixed to the underside of a roof, canopy, awning, or porch.

Height (Signage) shall mean (1) Except as applied to a Monument Sign, Height refers to the vertical distance between the highest attached component of the Sign or of its supporting Structure (whichever is higher) and the lowest attached component of the Sign or of its supporting Structure (whichever is lower). (2) As applied to a Monument Sign, Height refers to the vertical distance between the highest attached component of the Sign or of its supporting Structure (whichever is higher) and the natural grade of the ground at the point where the Sign is located. (3) If any Sign, temporary or permanent, sits on property that is adjacent to a

public right-of-way, and the natural grade of the property is lower than the average grade of the public right-of-way, the Responsible Party may raise the grade of the property that the Sign is located up to 4 feet, in accordance with development and all other ordinances, and Height will be measured from the highest attached component of the Sign or of its supporting Structure (whichever is higher) and the increased grade.

Historic District shall mean a geographically defined neighborhood or area that has a significant historical, architectural, or cultural significance to the overall character and identity of the City.

Historic Landmark shall mean a Site, and/or all Structure(s), located thereon , that have been designated by the City through criteria established within this article.

Homeowners Association shall mean an incorporated or unincorporated association that is designated as the representative of the owners of the property in the Suburban Subdivision that: (1) has a membership primarily consisting of the owners of the property covered by the dedicatory instrument for the Suburban Subdivision, and (2) manages and/or regulates the Suburban Subdivision for the benefit of the owners of property in the Subdivision.

House shall mean a single Dwelling unit Edgeyard Building on a regular Lot.

Incremental shall mean characterizing progress, such as the evolution of a Building parcel or a City, accomplished one small step at a time.

Inventory shall mean a list of properties that have been identified and evaluated as meeting specified criteria of significance as a contributing or non-contributing historic Structure or Site.

IBC/ ICC (International Building Code/ International Code Council) shall mean the Code or Codes adopted by the City of Bastrop to ensure public health and safety of buildings, including all related Codes.

Infill/ Infill Development shall mean Non-new Development on land that had been previously developed, including most Greyfield and Brownfield Sites and cleared land within Urbanized areas. verb- to develop such areas.

Inflatable Sign shall mean an inflatable device, with or without a message, figure, or design attached to its surface designed to attract attention.

Layer shall mean a range of depth of a Lot within that certain elements are permitted.

First Layer	The area of a Lot from the Frontage Line to the Facade of the Principal Building.
Second Layer	The area of a Lot set behind the First Layer to a depth of 20 feet in all Place Types.
Third Layer	The area of a Lot set behind the Second Layer and extending to the rear Lot Line.

Light Trespass shall mean light emitted from fixtures designed or installed in a manner that unreasonably causes light to fall on a property other than the one where the light is installed, in a motor vehicle drivers' eyes, or upwards toward the sky.

Lighting shall mean any source of light that does not include natural light emitted from celestial objects or fire. The term includes any type of Lighting, fixed or movable, designed or used for outdoor illumination of buildings or homes, including Lighting for billboards, streetlights, canopies, gasoline station islands, searchlights used for advertising purposes, externally or internally illuminated on- or off-Premises advertising Signs, and area-type Lighting. The term includes Luminous Elements or Lighting attached to Structures, poles, the earth, or any other location.

Liner Building shall mean a Building specifically designed to mask a parking Lot or a Parking Structure from a Frontage.

Lightwell shall mean a Private Frontage type with a below grade entrance or recess entrance designed to allow light into basements or lower levels.

Logo shall mean graphic symbols used to represent or identify a company or Commercial, institutional, or non-profit entity or organization.

Lot shall mean an undivided tract or parcel of land having Frontage on a Public right-of-way or on an approved Civic Space or Open Space having direct Thoroughfare access, and that is or may be offered for sale, conveyance, transfer or Improvement, that is designated as a distinct and separate tract, and that is identified by a tract, or Lot number or symbol in a duly approved Plat that has been properly filed of record.

Lot Line shall mean the boundary that legally and geometrically demarcates a Lot.

Lot of Record shall mean a Lot that is part of a Plat that has been recorded in the office of the County Clerk of Bastrop County.

Lot Width shall mean the length of the Principal Frontage Line of a Lot.

Lumen shall mean the unit of measurement used to quantify the amount of light produced by a bulb or emitted from a fixture (as distinct from "watt," a measure of power consumption). The initial Lumen rating associated with a given lamp is generally indicated on its packaging or may be obtained from the manufacturer. (Abbreviated lm)

Lumens per Acre shall mean the total number of lumens produced by all lamps utilized in Outdoor Lighting on a property divided by the number of acres, or part of an acre, with outdoor illumination on the property.

Luminous Elements (of a light fixture) shall mean the lamp (light bulb), any diffusing elements, and surfaces intended to reflect or refract light emitted from the lamp individually or collectively comprise the Luminous Elements of a light fixture (luminaire).

Main Civic Space shall mean the primary outdoor gathering place for a community. The Main Civic Space is often, but not always, associated with an important Civic Building.

Mandatory Street Network shall mean the system of Thoroughfares identifying the physical location of each Thoroughfare and its Street Type.

Manufactured Home shall mean a Structure, transportable in one (1) or more sections, which is built on a permanent chassis and designed for use with or without a permanent foundation when attached to the required utilities. The term "Manufactured Home" does not include a "recreational vehicle."

Marquee Sign shall mean a canopy or covering Structure bearing a signboard or copy projecting from and attached to a Building.

Master Sign Plan shall mean a comprehensive document containing specific Standards for an entire Project or property's Signs.

Meeting Hall shall mean a Building available for gatherings, including conferences, that accommodates at least one room equivalent to a minimum of 10 square feet per projected Dwelling unit within the Pedestrian Shed in that it is located.

Minor Plat shall mean a Plat as defined in 212.014 or 212.015 of the Local Government Code and the procedure for such plats shall be the same as Standard Procedure as defined herein.

Mobile Home shall mean a factory assembled Structure approved by the municipality with the necessary service connections made so as to be movable on Site and designed to be used as a permanent Dwelling.

Monument Sign shall mean a Sign permanently affixed to the ground at its base or by poles that are enclosed by natural stone, stucco, brick, or wood and not mounted to a part of a Building. Pole(s) may be used to construct a Monument Sign so long as the poles are not visible below the Sign.

Neighborhood Regulating Plan shall mean a neighborhood design plan created through a series of maps defining the physical form, Place Type allocation, Block Types, and extent of a settlement as required the Code. The three Development Patterns addressed in this Code are CLD, TND, and VCD and allow for the creation of a variety of Neighborhood Regulating Plans patterns.

Nonconforming Sign shall mean a Sign lawfully in existence on the date the provisions of this Code are adopted that do not conform to the provisions of this Code, but were in compliance with the applicable Standards at the time they were constructed, erected, affixed, or maintained.

Non-contributing Structure shall mean a Structure within a designated local Historic District that is not considered to be of historical significance or which does not possess significant physical features, historical associations, or historical architectural qualities.

Nonresidential shall mean a property used for purposes other than to Residential.

Off-Premise Sign shall mean any Commercial Sign that advertises a Business, person, or activity involving the sale, lease, or rent of goods, products, real property, or services not located on the property where the Sign is installed, or that directs persons to a location other than the property where the Sign is located. Also, commonly referred to as a billboard.

Open Space shall mean land intended to remain undeveloped; it may be for Civic Space, left natural or integrate trials or other activities.

Ordinary Maintenance shall mean activities relating to a property that would be considered ordinary or common for maintaining the property, such as a) repair using the same material and design as the original and does not require structural modifications; b) repainting; c) reroofing, using the same type; or d) repair of sidewalks and driveways.

OSSF shall mean on-site sewage facility, commonly referred to as septic systems, whether of a traditional or "engineered" design.

Outdoor Display Case shall mean a Structure containing other items, storing products, or serving another purpose related to the Business. It includes a Vending Machine or an automated teller machine.

Outdoor Lighting shall mean temporary or permanent Lighting that is installed, located, or used in such a manner to cause light rays to shine outdoors. Nonresidential fixtures installed indoors causing light to shine outside are considered Outdoor Lighting for the intent of this article. (See Figure B), Residential fixtures installed indoors generating more than 6,200 lumens (approximately equal to a 300 watt incandescent bulb) that cause light to shine outside are also considered Outdoor Lighting for the intent of this article.

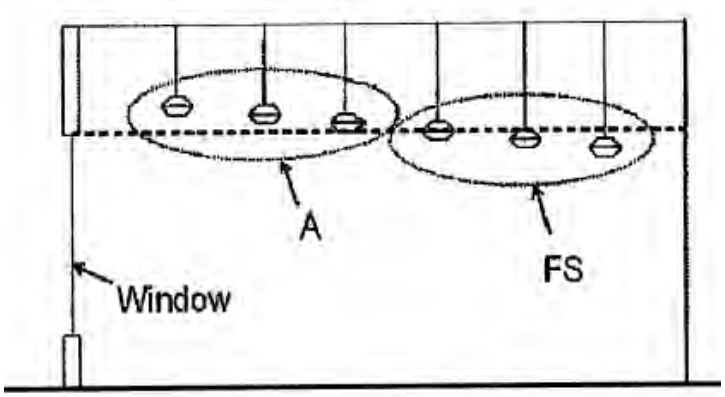


Figure B

Figure B: Elevation view showing a Nonresidential Application of indoor Lighting, labeled FS, that will be subject to this article, labeled A, that is installed so that it is not subject to this article. This example presumes the Structure in question is not elevated such that any of the luminaries labeled A in the figure above may be seen from any other property. If the Structure is elevated such that the luminaries labeled A are visible from another property then they are subject to this article.

Overlay Zones shall mean a set of zoning requirements that is described in the ordinance text, is mapped, and is imposed in addition to those of the underlying district. Development within the overlay zone must conform to the requirements of both zones or the more restrictive of the 2.

Park shall mean a Civic Space type that is a natural preserve available for unstructured recreation.

Path shall mean a Pedestrian way traversing a Park or rural area with landscape matching the contiguous Open Space, ideally connecting directly with the urban Sidewalk network.

Pattern Book shall mean a supplemental set of Standards, information, and inspiration supporting this Code. Architecture, urban design, and landscape design are housed within its contents.

Pedestrian shall mean any person afoot. A person who uses an electric personal assistive mobility device or a manual or motorized wheelchair is considered a Pedestrian unless the manual wheelchair qualifies as a bicycle. For the purposes of this paragraph, "motorized wheelchair" means a self–propelled wheelchair that is used by a person for mobility.

Pedestrian Shed shall mean the area covered by a 5-minute walk from the center of a neighborhood (about 0.25 miles or 1,320 feet). The acreage of the Pedestrian Shed is determined by the Development Pattern.

Place Types or Place Type Zones shall mean geographic boundaries that use Standards to establish the Building Types density, height, and other elements of the intended habitat. Each Place Type has associated Standards relating to the Private and Public Frontages.

Place Type Zoning Map shall mean the official map or maps that are part of the B^3 Code and delineate the boundaries of individual districts.

Planning & Zoning Commission shall mean a board, appointed by the City Council, authorized to recommend changes in the zoning and other planning functions as delegated by the City Council. Also referred to as the "Commission."

Plat shall mean a of a division of land creating Building Lots or tracts, showing all essential dimensions, and other information necessary to comply with the Standards of the City of Bastrop, approved by the City of Bastrop, and recorded in the Plat records of Bastrop County. It shall include plan, Plat or Replat, both singular and plural.

Plaza shall mean a Civic Space type designed for Civic purposes and Commercial activities in the more urban Place Types, generally paved and spatially defined by Building Frontages.

Pre-Construction shall mean a formal meeting with the City Engineer before a Public Improvement Plan or Public Improvement Plan Agreement may be approved.

Pre-Development Meeting shall mean a formal meeting with planning staff required before a request for any Plat, Replat, or Plat vacation may be submitted to the City.

Premises shall mean land together with any buildings or Structures situated thereon.

Preservation shall mean the stabilization of a historic Building, its materials and features in their present condition to prevent future deterioration. Preservation focuses on the maintenance and repair of existing historic materials and retention of a property's form as it has evolved over time.

Primary Frontage shall mean the Private Frontage designed to bear the address and Principal Entrance(s) of a Building.

Principal Building shall mean the main Building on a Lot.

Principal Entrance shall mean the main point(s) of access for pedestrians into a Building or unit within a Building.

Principal Building Facade shall mean the primary Street side of the Building facing the Public Realm.

Principal Frontage shall mean the Private Frontage designed to bear the address and Principal Entrance(s) of a Building.

Private Frontage shall mean the privately held first Lot Layer and the Facade of the Building.

Private Realm shall mean the privately-owned Lot layers, land and /or Structures.

Project shall have the same definition as "Development".

Public Frontage shall mean the area between the Curb of the vehicular lanes and the Frontage Line.

Public Improvement Plan means any Project for the erection, Construction, alteration, repair or improvement of any public Structure, Building, road, or other public improvement of any kind.

Public Realm shall mean the Streets, parks, squares, green spaces, and other interconnected outdoor places that require no key to access them and are available without charge for everyone to use.

Public Wastewater Treatment and Collection System shall mean a system that is installed and maintained by an entity that holds a wastewater CCN from the state and is served by a wastewater treatment facility that holds a discharge permit from the Texas Commission on Environmental Quality, or successor entity.

Rearyard Building shall mean a Building that occupies the full Frontage Line, leaving the rear of the Lot as the sole yard.

Reconstruction shall mean the act or process of reassembling, reproducing or replacing by new Construction, the form, detail and appearance of property and its setting as it appeared at a particular period of time by means of Removal of later work or by the replacement of missing earlier work or by reuse of original materials.

Rehabilitation shall mean the act or process of returning a property to a state of utility through repair or alteration that makes possible an efficient contemporary use while preserving those portions or features of the property that are significant to its historical, architectural, and cultural values.

Relocation shall mean any change of the location of a Structure in its present location to another location within the City Limits.

Removal shall mean permanently moving a Structure or feature or tree from its current location.

Replat shall mean a Plat as defined in Chapter 212.014 or 212.015 of the Local Government Code and the procedure for such plats shall be the same as Standard Procedure as defined herein.

Residence or Residential shall mean a Structure designated and built for a someone to live. Same as Dwelling.

Responsible Party shall mean the owner/operator of the Business being identified on the Sign; the owner of the property that the Sign or Sign structure is located; the owner of the Sign or Sign structure; the person who installs a Sign or Sign structure, contracts with or directs a person to accomplish the installation; and/or the person who retrieves a Sign from the impound.

Resubdivision shall mean the division of any part of an existing Subdivision, including any change of Lot(s) size therein, and/or with relocation of any Street lines.

Restoration shall mean the act or process of accurately recovering the form and details of a Building, Structure or object or Lot, parcel or Site and its setting as it appeared at a particular period of time by means of the removal of later work or by the replacements of missing earlier work.

Roof Signs shall mean a Sign displayed about the eaves and under the peak of a Building. This term includes a Sign painted, erected, constructed, or maintained on the roof of a Building.

Rowhouse shall mean a single or multi-unit Building that shares a party wall with another of the same type and a Facade along 100% of the Frontage Line.

Screened shall mean shielded, concealed, and effectively hidden from view by a person standing at ground level on an abutting Site, or outside the area or feature so Screened by a fence, wall, hedge, berm, or similar architectural or landscape feature.

Secondary Frontage shall mean on corner lots, the Private Frontage that is not the Principal Frontage.

Setback shall mean the area of a Lot measured from the Lot Line to a Building Facade or Elevation that is maintained clear of permanent Structures, with the exception of encroachments listed in this Code.

Shall or May shall mean the word "shall" shall be deemed mandatory, the word "may" shall be deemed permissive.

Shingle Sign shall mean a suspended Sign used to identify and indicate pertinent facts concerning a Business or professional service conducted on the Premises.

Sidewalk shall mean a type of Walkway paved with concrete or pavers.

Sidewalk Sign shall mean an A-framed, hinged, or folding Sign that is Freestanding and portable and not affixed to a base or pole structure. A Sidewalk Sign can be in the form of a board or an easel.

Sideyard shall mean the placement of a Building within the boundaries of its Lot to create a private Sideyard, with a Setback to one side. Sideyard is a Building Type.

Sight Triangle shall mean a triangular shaped area required on corner lots at the intersection of two streets including alleys that impact multi-modal traffic safety. See Section 2.1.011 of the B3TM for Sight Triangle figures and tables to calculate the appropriate area.

Sign shall mean a structure, Sign, display, light device, figure, painting, drawing, message, plaque, poster, billboard, or other object that is designed, intended, or used that includes text or images designed to communicate. Signs located completely within an enclosed Building and not exposed to view from outside the Building or Structure shall not be considered a Sign. Each display surface of a Sign or Sign Face shall be a Sign.

Sign Administrator shall mean the officer appointed by the City Council with the authority to enforce this Code. The Sign Administrator or designee shall review Sign Standards and applications. In the absence of designation by the City Council, the City Administrator shall serve as the Sign Manager. The term also includes any person designated to act on behalf of the Sign Administrator.

Sign Face shall mean the total surface including frame and mounting. The actual area of the Sign shall be calculated using trigonometric methods when the Sign is not a simple rectangle. The allowed area of the Sign as stated in the ordinance equals one side of a Freestanding back-to-back Sign provided the Freestanding Sign's sides are back to back or angled with no greater separation between sides at its widest point than 4 feet and provided that both sides have the identical Sign. Frame and mounting shall not exceed 30% of the total surface area of Sign. When referring to area limitations of monument Signs, area and signable area refers to an area within a continuous perimeter that includes the Sign structure as well as the lettering, illustrations,

ornamentations, or other figures, but does not include the Sign base. Required landscaping does not count towards signable area.

Significant Historic Landmark shall mean a designation established under Ordinance 2007-30 for a Site or Structures.

Site(s) shall mean the location of a significant event, a prehistoric or historic occupation or activity, Building or Structure, whether standing, ruined, or vanished, where the location itself possesses historical, cultural, architectural or archeological value regardless of the value of any existing Structure.

Site Plan shall mean the engineered or surveyed drawings depicting proposed development of land.

Sketch Drawing shall mean a preliminary design of a Subdivision and/or development that illustrates the layout of rights-of-way, blocks, lots, easements, Civic/Open Spaces, Drainage and land uses. A Sketch Drawing is preliminary in nature but provides enough detail to define the physical form of a Subdivision and/or development to allow staff to provide relative feedback to an Applicant. Review of a Sketch Drawing is not considered the filing of an original Application or plan for development for purposes of Chapter 245 of the Texas Local Government Code.

Soil Cells shall mean devices designed and installed to provide trees and plants in urban environments with the correct nourishment and suitable conditions that promote healthy growth, without disturbing the structures above.

Standard Procedure shall mean the procedure to be followed for the approval of a Subdivision when the land proposed to be subdivided.

Standard Subdivision shall mean the procedure to be followed for the approval of a Subdivision when the land proposed to be subdivided.

Structure(s) shall mean something built or constructed, such as a Building, bridge, monument, or statue.

Square shall mean a Civic Space designed for unstructured recreation and Civic purposes, circumscribed by Thoroughfares, spatially defined by Building Frontages, and consisting of Paths and/or Sidewalks, lawn and trees, formally lining the space.

Standards shall mean the mandatory requirements or rules of this Code.

Stoop shall mean an exterior stair and landing leading to an elevated first Story of a Building.

Story shall mean a habitable level within a Building, excluding an Attic or raised basement.

Street shall mean a local urban Thoroughfare of low speed and low to moderate capacity .

Street Screen shall mean a freestanding wall or living fence or combination fence built along the Frontage Line or in line with the Building façade along the Street. It may mask a parking lot or a loading/service area from view or provide privacy to a side yard and/or strengthen the spatial definition of the Public Realm.

Street Trees shall mean any tree that is growing in the City right-of-way, whether in improved (between the Sidewalk and the Curb) or unimproved (no Sidewalk and/or Curb) right-of-way.

Street Type shall mean a particular type of Street and its characteristics, including right-of-way width, number and dimensions of elements, and the intended purpose of the Street.

Structure shall mean anything constructed or erected, the use of that requires location on the ground, or that is attached to something having a location on the ground.

Subdivision shall mean the division of any Lot, tract or parcel of land into 2 or more parts in order to lay out a Subdivision of the tract, including an addition to the City, to lay out a neighborhood, Building, or other lots, or to lay out Streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the Streets, alleys, squares, parks, or other parts.

Substantial Modification shall mean an Alteration to a Building that is valued at more than 50% of the assessed value of the Building.

Swale shall mean a low or slightly depressed area for Drainage, usually vegetated.

Technical Manual shall mean the Bastrop Building Block Tech Manual, referred to as the B^3 Technical Manual, aligns and supports Standards, requirements, and processes within the B^3 Code and all associated chapters of the City of Bastrop Code of Ordinances, relating to or involving development, health, and safety of the City.

Temporary Lighting shall mean Lighting intended for uses that by their nature are of limited duration; for example holiday decorations, Civic events, or Construction projects.

Temporary Sign shall mean a banner, pennant, poster, or advertising display constructed of paper, cloth, canvas, plastic sheet, cardboard, wallboard, plywood, or other like materials and that appears to be intended or is determined by the Sign Administrator or the Administrator's designee to be displayed for a limited period.

Terminated Vista shall mean a location at the axial conclusion of a Thoroughfare or Pedestrian way. A Building located at a Terminated Vista, designated on a Neighborhood Regulating Plan or Zoning Concept Scheme, is required or recommended to be designed in response to the axis.

Terrace shall mean an elevated, paved patio or veranda at the entrance to a Building. This type is suitable for first floor Commercial Uses as outdoor seating space.

Texas Department of Transportation and/or TxDOT shall mean the state agency authorized by the State Legislature, or its successor agency, to regulate matters related to highway and road Construction. (Note: When any TxDOT standard, "Item" regulation, definition or other matter is referenced, utilized, or adopted herein, the City also specifically adopts by this note of reference, and shall automatically apply without further amendment to this Code, the applicable successor TxDOT standard(s), "Item(s)", regulation(s), definition(s) or other matter(s), as amended by state law over time).

Third Place. A public location that hosts regular, voluntary, and informal gatherings of people separate from the two usual social environments of home ("first place") and the workplace ("second place") such as churches, cafes, clubs, public libraries, or parks.

Thoroughfare shall mean a way for use by vehicular and Pedestrian traffic and to provide access to lots and Open Spaces, consisting of vehicular lanes and the Public Frontage.

Total Outdoor Light Output shall mean the total amount of light, measured in lumens, from all outdoor light fixtures within the illuminated area of a property. The Lumen value to be used in the calculation is the Lumen value as defined in this article. To get the total, add the Lumen output attributed to each light fixture.

Transmission Lines shall mean electric Transmission Lines are electric power lines operated at 50 KV or above as further described in National Safety Electric Code. Gas, petroleum or like transmission pipelines are those facilitating transfer from one storage facility to another and more fully described in definition (25) Transportation or to transport under Texas Administrative Code Rule Title 16 Economic Regulation, Part 1 Railroad Commission, Chapter 3 Oil and Gas Division, Rule 3.79 Definitions.

Transportation Corridor shall mean a linear area that is defined by one or more modes of transportation like highways, railroads or public transit that share a common course.

Uplighting shall mean Lighting that is directed in such a manner as to project light rays above the horizontal plane running through the lowest point on the fixture where light is emitted.

Valance shall mean the portion of an awning that hangs perpendicular to the Sidewalk.

Variance shall mean a ruling that would permit a practice not consistent with either a specific provision or the Intent of this Code. Variances are granted by the ZBA in a public hearing.

Vending Machine shall mean any Sign integrated into or placed on a coin, cash, credit card, or debit card operated self-service machine that dispenses such goods or services as propane cages, ice, DVDs, or cash automated teller machines (ATMs).

Village Center Development or VCD shall mean a Development Pattern structured by a Pedestrian Shed oriented toward a Common Destination such as a general store, Meeting Hall, schoolhouse, or church with dense P4 and P5 Place Types surrounded by Open Space. Vehicles are kept on the peripheral and rear of the development.

Walkability shall mean a measure of how easy it is to travel a place by walking. Walkable places are safe, comfortable, interesting, and have useful destinations. Walkability is core principle of the Bastrop community, as walking is the quickest route to independence.

Walkway shall mean the section of the Public Frontage dedicated exclusively to Pedestrian activity.

Warrant shall mean a ruling that would permit a practice that is not consistent with a specific provision of this Code, but that is justified by its Intent. Warrants are granted administratively by the DRC.

Window Sign shall mean Signs that are painted on, etched in, or visible through a window or transparent door of a Building that are oriented in a manner establishing an intent to be viewed off-Premises or from public or private roadways. This term excludes Signs displayed inside of buildings primarily for patrons on the Premises.

Yard Sign shall mean a Sign with freestanding Sign hardware mounted to one or more poles or posts anchored to the ground and is in front of the Building.

Yield Street shall mean a 2-way Street appropriate in Residential environments where drivers are expected to travel at low speeds.

Zoning Concept Scheme shall mean a Place Type Zoning design plan created through a series of maps defining the physical form, Place Type allocation, Block Types to the extent required by the Code.

B³ Code Modifications

The list below contains substantive changes made to the Code from the previous 9/20/19 Draft B³ Code. Code modifications correcting grammar, punctuation, spelling, typos or cross references were also made but are not referenced below.

- Pole Signs have been added back to the 71 District and HWY 95 per staff direction
- The max Height allowed along Hwy. 71 is 35 feet.
- The max Height allowed along Hwy. 150 and Hwy. 95 is 20 feet.
- Sign Section was updated to address legal comments.
- Master Sign Plans were added to sign section.
- Common Sign Plans were removed and modified to be reflective of Master Sign Plans.
- Legal comments have been addressed. Most of the topics wording changes.
- Legal comment for TXDOT agreements modified to be required prior to Final Plat submittal.
- The reference section was removed per staff request.
- Street cross sections, designs, and widths were modified to match the Transportation Master Plan (TMP).
- Pavement sections were updated to match TMP.
- Added Protected & Heritage Trees based on P&Z recommendations.
- The Rural Street section has been added.
- Character Districts were updated in the tables and maps to align with name changes.
- All plat notes and signature blocks were added to the B³ Technical Manual.
- Modified Iredell District and Historic Landmark District requirements to update the Certificate of Appropriateness based on Council feedback.
- Charts were updated and aligned to references.
- References N/A in the charts were removed and replaced with appropriate labels.
- Added Definitions for Soil Cells, Geographically Sensitive.
- Removed graphics, references, and definitions for Edgeyard Buildings Villa and Ranch House.
- Defined words were capitalized throughout the Code.
- All Council comments submitted by staff were addressed.

BUILDING BASTROP

HONORING OUR AUTHENTIC PAST.
PLANNING FOR OUR SUSTAINABLE FUTURE.

Building Bastrop Policy Statement:

A Purpose Statement and Explanation for all development related code revisions and rulemaking procedures to ensure clarity and consistency.

What is Building Bastrop?

The City of Bastrop launched **Building Bastrop** on August 15, 2018 to create a new set of tools that will support the community in a responsible manner for generations to come. It is all about connecting people to policy. It is about humanizing an otherwise complicated and mundane process of rewriting the City's land-use regulations. It is about the journey that the City of Bastrop has taken to get to this point, weaving together its history and the philosophies that define authentic Bastrop. It is about love, community pride, and defining the City's way of life. It's about Building Bastrop together. Honoring our authentic past. Planning for our sustainable future.

Why is Building Bastrop Important?

Planning for the Next 100 Years: Bastrop, Texas, established on June 8, 1832 making it one of the oldest towns in Texas, will celebrate its 187th birthday in 2019. Bastrop will celebrate 200 years as a city in 2032, just 13 years in the future. The original settlers of Bastrop discovered a lush landscape where several geographies of Texas collide along the banks of the Colorado River. They set out to build a unique and lovely place for the future. Using the tools they had at the time to plan a logical path for growth going forward, they laid the foundation for a resilient community. The geography of the area, the development pattern of the land, and the organization of the buildings established a pure and authentic Texas town. How the City uses the information, gifted from the founders, to guide Bastrop's future is the journey the City must afford itself to take, today, especially since existing codes and regulations would prevent such development from occurring today.

Comprehensive Plan Goals: The City updated its Comprehensive Plan in 2016 with significant participation from the community. Known as Comprehensive Plan 2036, it provides an innovative vision for all aspects of the community including transportation and land-use. This plan also recognized the detrimental effects of sprawl development. The Comprehensive Plan 2036 defines sprawl on Page 2-7 as "a spatial development pattern or condition that occurs when large tracts of land are devoted to a single use (single-use zoning); where individual buildings take up increasingly large portions of land (low-density development); and the only way to navigate from one area to another is by automobile (auto-dependency)."

Aging Infrastructure: 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.

Significant Growth: Year after year, Central Texas continues to top the charts as one of the fastest growing regions in the nation. The ever-growing industries and influx of people moving to the area create substantial opportunities and challenges for the cities in the metro area. Austin's high housing costs, unresolvable traffic congestion, and limited room for growth, created a shortage of attainable housing in Austin proper. Furthermore, its complicated and outdated development code and process further exacerbate the problems. The development patterns in these cities are on a scale, which is out of compliance with the way cities were historically built. There are many serious challenges associated with the pattern of development, referred to as sprawl. They range from the scale, speed, and cost of the streets to the separation of land uses, housing types, and isolation of schools, businesses and civic facilities. Terms often associated with suburban sprawl are placeless places, generic neighborhoods, or anywhere America.

The Need to Get Development Right: Bastrop is facing significant growth, and like most communities, has one shot to get it right! Bastrop currently lies just east of the rapid sprawling growth. It may not be long before the massive growth pressures arrive. As the growth heads eastward, it is imperative Bastrop understand its options and defines the path for its future or it too, could be a place run over with placeless characteristics. As the City of Bastrop prepares to take an eye-opening journey of planning a resilient City for the generation of today, and ones of the future, a connection must be made to understand and respect the history that shaped its past, while planning for a sustainable future.

Building Bastrop Purpose Statement Adopted by Bastrop City Council:

Create a fiscally sustainable community through land-use regulations that are Authentic Bastrop and geographically sensitive.

What does this Purpose Statement Really Mean?

Fiscally sustainable is the ability of a government to sustain its current spending, tax, and other policies in the long-run without threatening government solvency or defaulting on some of its liabilities or promised expenditures. In recent years, local governments have come to understand that suburban sprawl will never lead to fiscal sustainability.

All infrastructure is built as a part of a new development and typically paid for by the developer. The developer pays for the installation one time. The City pays to maintain and/or replace the infrastructure in perpetuity. Yet, the revenue generated from "sprawl" development does not cover the cost of the maintenance and/or replacement of its infrastructure leaving a deficit for the community to have to cover through other sources of revenue or risk letting their infrastructure decline to the point of catastrophic failure.

The City of Bastrop cannot fix the aging infrastructure it has, much less take on any additional infrastructure. Rather than play the "blame game," City Council is playing the "responsibility game." Recognizing that you cannot solve a problem with the same level of thinking that creating it, the City Council is changing the way the City addresses development through the creation and adoption of fiscally sustainable development standards, as noted in the Comprehensive Plan 2036.

Goal 2.1.1.2 of the Comprehensive Plan states "Prepare and utilize a fiscal impact analysis tool when determining the value of annexing property, or when reviewing proposed planned developments or other development proposals". The City of Bastrop hired Verdunity, Inc. to develop a fiscal sustainability model, which will do two (2) things. First, determine how unsustainable existing development is in Bastrop. Second, provide a mechanism to ensure all development built in the future IS fiscally sustainable.

Long term, fiscally sustainable development has to be a win-win for both the City of Bastrop and the development community. The development standards must be economically viable for the developer to build, while generating sufficient revenue for the City of Bastrop to maintain and replace the required infrastructure in perpetuity.

Authentic Bastrop. Authentic means being so in fact, genuine, not fraudulent or counterfeit. In order to be authentic, every development principle, philosophy, etc. that is included in any development related code revision or rulemaking procedure must meet the Building Bastrop Purpose Statement. There cannot be a "cut, copy, and paste" mindset using another city as a model when writing regulations. Every principle, philosophy, etc. included must have a proven history of meeting the elements required in the Purpose Statement, specifically tailored to fit Bastrop.

Geographically sensitive recognizes the differences in geography that exist in Bastrop, which can affect development. For example, part of Bastrop is located on a bluff. Part of Bastrop is flat. Part of Bastrop has clay soil. Part of Bastrop has various sandy soils. There is significant floodplain in Bastrop created from the Colorado River, Gils Branch, and Piney Creek. State Highway 71, a four-lane highway running east/west through Bastrop, creates a physical barrier challenging non-automobile related transportation. Union Pacific Railroad runs through the middle of the community with twelve (12) crossings. The Lost Pines Forest is a unique 13-mile belt of loblolly pines in the City of Bastrop, its extraterritorial jurisdiction (ETJ), and the County. A portion of Bastrop is included in the Lost Pines Conservation Area for the Houston Toad, an endangered species. Therefore, all codes must acknowledge the environment rather than taking a "one-size-fits-all" approach that can lead to the creation of detrimental development.

What are the Elements of Fiscally Sustainable?

In October 2018, SimpleCity Design presented a report on Bastrop DNA Analysis, an in-depth analysis of Downtown Bastrop's anatomy and how it functions as a complete neighborhood. The analysis serves a starting point to inform the conversation as the City plans for implementing new development standards mentioned within the Comprehensive Plan, not just Downtown, but city-wide. The DNA analysis quantified various elements of the original city fabric and captured the patterns of the built environment, which will inform the future of the City through integration into new locally made development standards.

The configuration of streets, buildings, and infrastructure have served Downtown Bastrop patrons, residents, and businesses for hundreds of years, and the value of the built environment continues to rise. The day the buildings were built Downtown was the lowest value they have ever had. The flexibility in design allows market trends to shift with little to no change to the built environment or street network.

Grid. Downtown Bastrop is laid out in an almost perfect series of small gridded blocks that are 330' X 330'. The gridded network of streets is a fundamental element, which creates the most effective and efficient structure for cities to be walkable, flexible, and timeless.

The grid creates flexible blocks. A block could be used as a farm lot, a series of small houses, main street buildings, or even a skyscraper, without reconfiguring the network of streets. The blocks provide a variety of density levels, lot sizes, and organization to fit what the market supports at that time in history.

Streets are sized appropriately to the scale of the buildings and lot makeup. Infrastructure is gridded and provides a series of intersections for redundancy. A natural hierarchy of streets are

determined by building forms and land uses. Bike routes from existing infrastructure can be created based on the use and the design of existing streets. The navigable design makes it easy to move around on food, bike, skateboard or car with endless options for routes.

Diverse building types throughout Downtown Bastrop create fiscally viable options for small businesses and residents, with a variety of income levels. The integration of small buildings, located alongside larger buildings and small houses, located adjacent to larger homes, support a mix of options for people looking to move or open a business in Bastrop.

Walkable Place. Downtown Bastrop was built with clear and logical intentions, from the layout of the streets, the location along the waterfront, the orientation of the buildings, to the variety of building scales and types. The makeup of the original town functioned well for the population then and functions well for the population now. Downtown functions as a complete neighborhood, providing easy access to a wide range of services, housing types, office space, and parks and civic space with a comfortable walk, bike ride, or drive away. The arrangement of the small gridded network of streets further enhances the options provided to the people in Downtown.

It is important to note that Americans walk about a ¼ of a mile or a five (5) minute walk to services or places of interest. However, when the environment is comfortable, shaded and welcoming, they will walk about ½ of a mile. Bastrop's gridded tree-lined streets make it easy to access nature, services and restaurants all within a close proximity creating real opportunities for a walkable neighborhood.

Timeless place. The overall organization of the built environment Downtown Bastrop is timeless. It has already proven to withstand the test of time related to the introduction of cars, new market demands, new housing trends, how services are delivered, and how people choose to live in the modern world.

Key elements, which make Downtown Bastrop timeless and fiscally sustainable, include:

- the continuous rows of buildings and how they address the street;
- flexible space and building types to support a range of businesses and housing options;
- existing resources, infrastructure, and buildings are easily adaptable for modern trends;
- the blocks provide a variety of density levels, lot sizes, and organization to fit what is supported at that time in history;
- the shopfronts and ground floor characteristics at the street edge;
- upper story space to house offices, residents, or artists/creative spaces;
- awnings and street trees shading wide sidewalks;
- parks and civic spaces integrated into the built form of the City;
- human scale signs informing people what comes next;
- products spilling into the sidewalks from nearby storefronts;
- incremental development and lack of uniformity creates an inherit visual interest; and
- the people who live, work, and own shops and businesses Downtown.

Golden ratio, also known as Fibonacci sequence. Timeless, walkable places must be visually appealing, comfortable, and built to scale. The golden ratio, also known as divine proportion, appears in art, nature, and science including flower petals, pinecones, shells, trees, and storms. Utilizing the golden ratio into development standards provides a mathematical equation for creativity, when most architects and engineers of today's era have experience in "suburban sprawl" development techniques.

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 9Q

TITLE:
Consider action to approve the second reading of Ordinance No. 2019-52 of the City Council of the City of Bastrop, Texas adopting the Authentic Bastrop Pattern Book, as attached in Exhibit A; providing for findings of fact, adoption and amendments, a repealer, severability, and enforcement; establishing an effective date; proper notice and meeting.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager/Director of Planning and Development

BACKGROUND/HISTORY:
Building Bastrop launched on August 15, 2018 to create a new set of tools that will support the community in a responsible manner for generations to come. Building Bastrop is all about connecting people to policy. It is about humanizing an otherwise complicated and mundane process of rewriting the City's land-use regulations. The City of Bastrop is taking a journey, weaving together its history and the philosophies that define authentic Bastrop. It is about love, community pride, and defining the City's way of life. It's about Building Bastrop together, honoring our authentic past, and planning for our sustainable future.

City Council adopted a purpose statement and policy statement for Building Bastrop Codes at their February 26, 2019 regularly scheduled meeting. The purpose statement is as follows:

> ***"Create a fiscally sustainable community through land-use regulations that are authentic Bastrop and geographically sensitive."***

Building upon the purpose statement, the Council approved a policy statement (attached) to offer an explanation on key concepts that must be utilized for all development related codes to ensure clarity and consistency. The Building Bastrop Policy Statement provides clarity and consistency to all code revisions and rulemaking procedures that impact development in the City of Bastrop. The policy statement covers the following:

- What is Building Bastrop.
- Why Building Bastrop is important.
- Building Bastrop Purpose Statement.
- What the Purpose Statement really means.
- What the elements of Fiscally Sustainable are.

The patterns of the built and natural environment of Bastrop, the Comprehensive Plan, the Iredell Map, and the DNA of Downtown captured in the DNA Report were used to inform and shape the standards of the B^3 Code. Public input was captured through a series of Rodeos, focusing on city design, and the B^3 Code specific standards. The Rodeos provided a fun, open platform for

participation and for real conversations to be held in many public forums. The standards that makeup the basic Building Blocks of Bastrop were formulated during the process. Code Standards are meant to be flexible and adjustable with the new ideas being produced for modern construction.

Bastrop welcomes development through:

- The B^3 Code standards;
- The B^3TM specifications; and
- The Pattern Book's guidance.

The Pattern Book will serve as a companion document to the B^3 Codes and will inform developers of the desired building styles within the City of Bastrop. The architectural styles depicted in the Pattern Book are not mandatory but will provide direction to those looking to build in Bastrop. The building materials referred to in the Pattern Book will be mandatory within Historic Districts as defined in the B^3 Codes.

POLICY EXPLANATION:
Section 10 - Changes and Amendments to all Zoning Ordinances and Districts, and Administrative Procedures, 10.2 Authority to Amend Ordinance, states that:

"The City Council may from time to time, after receiving a final report thereon by the Planning and Zoning Commission and after public hearings required by law, amend, supplement, or change the regulations herein provided or the boundaries of the zoning districts specified on the Zoning Map. Any Ordinance regulations or Zoning District boundary amendment may be ordered for consideration by the City Council, be initiated by the Planning and Zoning Commission, or be requested by the owner of real property, or the authorized representative of an owner of real property."

FUNDING SOURCE:
N/A

PLANNING AND ZONING RECOMMENDATION:
At the regular meeting on September 26, 2019, after holding a public hearing, the Commission recommended approval of the Bastrop Building Block Pattern Book by a vote of 6-2.

RECOMMENDATION:
Consider action to approve the second reading of Ordinance No. 2019-52 of the City Council of the City of Bastrop, Texas adopting the Authentic Bastrop Pattern Book, as attached in Exhibit A; providing for findings of fact, adoption and amendments, a repealer, severability, and enforcement; establishing an effective date; proper notice and meeting.

ATTACHMENTS:

- Ordinance
- B^3 Pattern Book
- Building Bastrop Policy Statement

ORDINANCE 2019-52

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ADOPTING THE AUTHENTIC BASTROP PATTERN BOOK, AS ATTACHED IN EXHIBIT A; AND PROVIDING FOR FINDINGS OF FACT, ADOPTION AND AMENDMENTS, A REPEALER, SEVERABILITY, AND ENFORCEMENT; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

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

WHEREAS, the Bastrop City Council ("City Council"), as a duly-elected legislative body, finds that it is facing significant historic and contemporary land use challenges that existing regulations were not designed to address; and

WHEREAS, the City Council finds that the City has been actively and diligently engaged in its assessment of the City's community design program, including evaluating its subdivision ordinance, zoning codes, and the uniformity of its permitting process; and

WHEREAS, the City Council has determined that it is in the best interest of the City to adopt the Authentic Bastrop Pattern Book to provide graphic representations of the designs required for building in the City of Bastrop; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, Texas Local Government Code Chapters 211, 213, 214 and 217 grant the City certain regulation authority concerning construction, land use, nuisances, structures and development-related activities; and

WHEREAS, the City seeks to ensure that impending and future development is conducted in a fiscally-sustainable, environmentally responsible, and aesthetically consistent manner that honors the City's rich heritage and unique ecological makeup; and

WHEREAS, the City will change drastically if unlimited growth and unregulated development should occur under the City's existing Code of Ordinances, which no longer adequately address concerns about the effect of development on the City; and

WHEREAS, the City Council favors the development of construction projects in accordance with current regulations that are based on modern standards and state-of-the-art technology; and

WHEREAS, the City Council seeks to apply up-to-date regulatory systems to projects to the extent reasonably possible and within the confines of the law; and

WHEREAS, House Bill 2439 of the 86th Session of the Texas Legislature places restrictions on municipal authority to regulate the use of certain building materials, but provides

for several exceptions to those restrictions, including an exception that allows the regulation of building materials in historic districts established by a municipality with a landmark ordinance that meets the requirements under the Certified Local Government program as determined by the Texas Historical Commission; and

WHEREAS, the City's landmark ordinance meets the requirements under the Certified Local Government program as determined by the Texas Historical Commission; and

WHEREAS, on February 26, 2019, the City Council adopted a policy statement to ensure clarity and consistency for all revisions and additions to the City's land-use regulations; and

WHEREAS, the City has hosted several events in the community to share future development plans and solicit community input on future development: on April 10, 2019, the City hosted a Transportation and Drainage Rodeo; on May 9, 2019, the City hosted a Code Update Rodeo to preview elements of the new draft code; on June 8, 2019, the City hosted a Pop-Up Street Project; and on June 26, 2019, the City hosted a Community Open House; and

WHEREAS, the draft Bastrop Building Block (B3) Code, the draft Bastrop Building Block Technical Manual, and the draft of the Authentic Bastrop Pattern Book were released for public review and comment on May 24, 2019; and

WHEREAS, the Authentic Bastrop Pattern Book was approved by the Planning and Zoning Commission on September 26, 2019.

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

SECTION 1. FINDINGS OF FACT The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. ADOPTION AND AMENDMENT The City Council hereby adopts the Authentic Bastrop Pattern Book, as attached in Exhibit A.

Amendments to the Pattern Book must be approved by the City Council.

SECTION 3. REPEALER In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 4. SEVERABILITY If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 5. ENFORCEMENT The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 6. EFFECTIVE DATE This Ordinance shall be effective immediately upon passage and publication.

SECTION 7. OPEN MEETINGS It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ & ACKNOWLEDGED on First Reading on the 22nd day of October 2019.

READ & APPROVED on the Second Reading on the 12th day of November 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

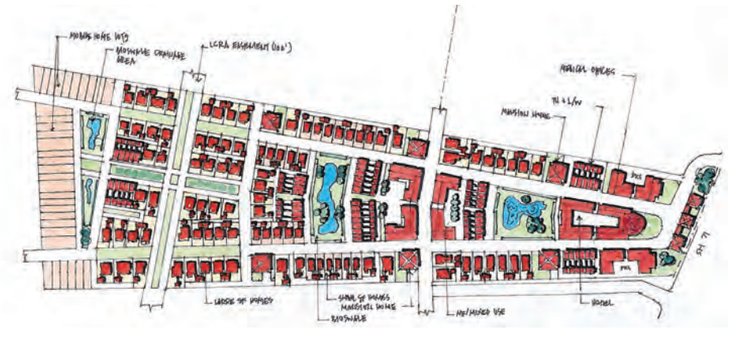
simplecitydesign











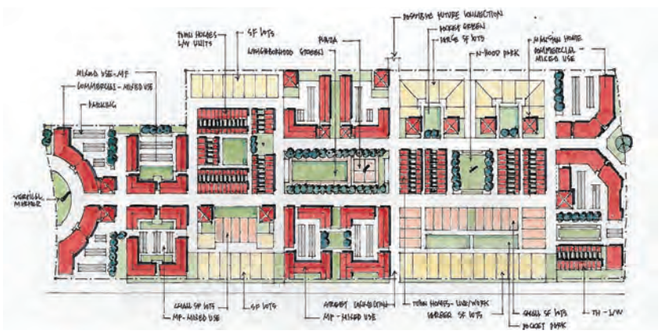


AUTHENTIC BASTROP PATTERN BOOK

BASTROPTX
Heart of the Lost Pines / Est. 1832







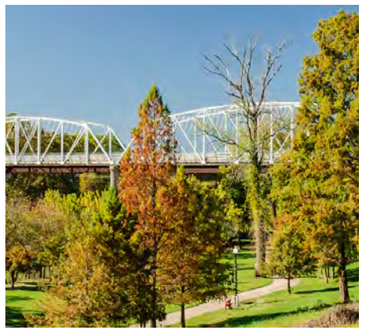
















We live in a time of increased awareness surrounding the inefficiencies of suburban development patterns (i.e. suburban sprawl). Suburban sprawl is a major part of mainstream discussions regarding future fiscal and environmental sustainability of current human settlement patterns. The suburban sprawl lifestyle has led to obesity and health issues, challenges regarding safety and delivery of services, inefficient use of infrastructure, car dominated life and culture, lack of pedestrian friendly streets and public spaces, and isolation. The effects of these factors have forced those who plan and design neighborhoods, towns and cities to fundamentally rethink their approach to future development.

Bastrop's B3 Code presents an alternative to current day development patterns and processes. Given the great amount of acreage of developable land and the infill opportunities within the historic pattern of existing square blocks, we have conceived the future development in Bastrop as a carefully laid out quilt of geographically sensitive development patterns, identifiable place types, and a series of well-enclosed and safe public places – parks and plazas – surrounded by building blocks of varying building types and densities. Human-scaled clusters of buildings (i.e. pocket neighborhoods) with well-enclosed public spaces create potential for unscheduled human interactions and provide the physical framework for the formation of an appropriate sense of urbanity. Development patterns, like the one described, are conducive to genuine human contact currently absent from conventional suburban development patterns, but essential for creating a sense of community.

The Patten Book is mandatory in the Iredell District and the Historic Bastrop Commercial District. The Pattern Book shall serve as education and inspiration in areas where it is not required to be utilized.

Authentic Bastrop-Community Design Book

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First Draft - May 2019

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2. Development Philosophy
3. Development Types
4. Place Types
5. City Blocks and Block Typology
6. The Bastrop Block
7. Public Spaces
8. Public Buildings

B. Street-Building Type Correlation Standards

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2. Neighborhood Street 1, Commercial Street
3. Neighborhood Street 2, Court Street, Slip Street
4. Park Drive, Boardwalk, Shared Street
5. Back Street, Residential Alley, Commercial Alley

C. Neighborhood Design

D. Building Types

E. Architectural Standards

1. Detached House Standards
2. Accessory Dwelling Unit (ADU) Standards
3. Rooftop Tower Standards
4. Townhomes and Live/Work Unit Standards
5. Multi-Unit Home standards
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F. Architectural Styles

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C. Neighborhood Design
D. Building Types



NEIGHBORHOOD DESIGN

Well designed neighborhoods contain different lot types for single-family homes. They are intended to respond to the needs of different households and provide diversity in house size and price. Those are large, medium, small and cottage type homes, and they are dispersed throughout the area. The largest homes are located generally along the edges of the patterns and the project, while the smaller homes are on the interior of patterns often fronting on open space. Parking and garages are accommodated in various ways that allow for both front and rear access.











STREETSCAPE DIVERSITY

- Each block face should have a minimum of three different home design models. Different models are defined as those with significant variation in floor plan configuration and massing, and minor variation in size and number of bedrooms.
- Each of the three models must have at least two architectural styles and color schemes, which can be employed to create visual interest and respond to homeowner preferences.
- Not more than two of the same model with the same architectural style can be employed on a block face.
- Similar models with similar architectural styles should not be placed next to one another.
- Materials and colors should be varied to further differentiate one model from another. Use different colors on adjacent buildings. Treat a block face as a unified composition.
- Coordinate building wall colors with roof colors.

BUILDING SIDES

- Side yards are important in helping to create usable outdoor space and insure privacy. On lots 50 feet or less wide, each building must have an open and closed side. This concept establishes a more harmonious relationship between adjacent buildings.
- The open side contains the most and the largest windows, and has the most usable side yard. The closed side has fewer and smaller windows to ensure greater privacy for the neighbors.
- Where possible, orient open sides towards the south and east.

CORNER TREATMENT

- The relationship of buildings to one another and the street is especially important at corners.
- Buildings on corner lots must address both streets. Corner lots are typically wider to accommodate the side yard setback along the streets and allow for building articulation and side porches.
- Wrap around porches on corner lots are greatly encouraged.

SIDE DRIVE GARAGES

- Front loaded lots require a layout that lessens the visual impact of garage doors and parked cars facing the street. On front loaded lots garages are accessed by a side drive with 5 ft radius at the curb.
- Driveway width needs to be kept at 10 ft. Driveway may be widened to 20 ft at a distance of no less than 30 ft from the property line.
- In some cases a common drive may be allowed to serve two houses.



DETACHED HOUSE TYPES

The formal richness and diversity of traditional American neighborhoods derives its character from the multiple types of single-family residences within it and the presence and consistency of well-executed different historic or contemporary home styles. We identify, recommend and will permit the following house types:

1. **The Ranch House** – 4,000 SF and above. Outskirts of neighborhoods and P2.
2. **Large Size Home** – 3,200 SF to 4,000 SF. On neighborhood greens.
3. **Medium Size Home** – 2,400 SF to 3,200 SF. On n-hood greens and parkways.
4. **Compact Size Home** – 1,800 SF to 2,500 SF. Suited for many household types.
5. **Cottage Style Home** – 1,400 SF to 1, 800 SF. First time homebuyers.
6. **Bungalow Court Home** – 1,200 SF to 1,600 SF. Retirees, couples and singles.
7. **Garden Court Home** – 1,200 SF to 1,800 SF. Active adults and empty nesters.
8. **Accessory Dwelling Unit** – 400 SF to 1,200 SF.
9. **Manufactured or Modular Homes** – Single wide 1,800 SF.
10. **Tiny Houses** – 1,000 SF or less.

These housing types are typically located in place types P2, P3 and P4, with the ranch house and large homes being primarily in P2 and P3, while the smaller homes are appropriate and represent the bulk of P4. Different size homes should be thoughtfully dispersed throughout the residential areas to avoid the stigma and differentiation into rich and poor neighborhoods.

MULTI-UNIT HOMES, TOWNHOMES, APARTMENTS

Housing types missing from contemporary subdivisions are the transitional home types between the monocultures of single-family detached homes and multi family units in large apartment buildings. Those are:

1. **Town Houses,** also called town homes or brownstones.
2. **Live/Work Units** with commercial space on the first floor and living quarters on the upper one or two floors.
3. **Duplexes**, side-by-side or stacked.
4. **Multiplex - Small,** with 3-6 units on 2 or 3 floors, side-by-side or stacked.
5. **Bungalow Courts,** with homes 1,200 to 1,600 SF facing an interior green.
6. **Courtyard Apartments** with open space for pedestrian activities.

These housing types are found in P3, P4 and some in P5. They are generally located within medium-density neighborhoods or in locations transitioning from a primarily single-family neighborhood into a neighborhood main street. All of them enable appropriately scaled, well-designed higher densities and are important for providing a broad choice of housing types and promoting walkability.

COMMERCIAL., MIXED USE, LOFTS OVER RETAIL

Mixed-use buildings are strong generators of street life. They accommodate 2-3 uses or more within a single structure such as residential, hotel, retail, cultural or entertainment. Commonly they are multi-story buildings placing a mix of apartments on the upper floors, retail on the street level, and parking or transportation in the basement.

Mixed-use buildings offer several benefits

1. Greater housing variety and density.
2. Stronger neighborhood character.
3. Greater energy efficiency.
4. Better integration with city services, such as public transportation.
5. Active street life.

Stacked flats are usually a medium-to-large size structure containing multiple dwelling unit types accessed from a courtyard or series of courtyards. Unit entries could be common or individual. Appropriate in places serving main streets and walkable urban neighborhoods.

Commercial buildings are structures used specifically for business purpose and include the following categories: Office buildings, retail buildings, hotels and motels, multi-family housing, warehouses, and industrial buildings. In urban locations commercial buildings may combine functions such as retail and offices or retail and apartments.

E. Architectural Standards

1. Detached House Standards
2. Accessory Dwelling Unit (ADU) Standards
3. Rooftop Tower Standards
4. Townhomes and Live/Work Unit Standards
5. Multi-Unit Home standards
6. Apartments And Mixed Use Building Standards
7. Commercial Building Standards








DETACHED HOUSES ARCHITECTURAL STANDARDS

The proposed mix of densities and lot sizes requires careful attention to design details to ensure the desired sense of place and community is achieved. What we learn from the older single-family neighborhoods is that although they contain many architectural styles they still work together to create unity, harmony and formal richness absent from contemporary developments. The efforts of individual designers and builders in the course of this project should contribute to the creation of graceful varied, yet unified streetscapes. The main purpose of these standards is to facilitate the achievement of that goal. Diagrams and images in this section of architectural standards illustrate key architectural considerations for single-family detached homes.

BUILDING ARTICULATION ALONG A STREET

Historic neighborhoods derive ther character from the simplicity of architectural forms. Buildings should emphasize one primary architectural form with supporting secondary elements. Too much complexity or competing primary forms will undermine this goal.

- An articulation is the connection of an open porch to the building, a dormer facing the street, a well defined entry element, a horizontal offset of at least 2 feet in the principal building wall for a minimum 4 feet in width, or a change in the height of front elevation rooflines by at least one story.
- For single family detached homes, the primary building elevation towards the street needs at least one articulation or change in plane. For lots less than 50 feet wide, the primary building elevation should not have more than three articulations, unless approved by the DRC. Lots 50 feet and wider should not have more than four articulations, unless approved by the DRC.
- Side elevations facing a street are subject to the articulations requirements for the primary facade of that building type.

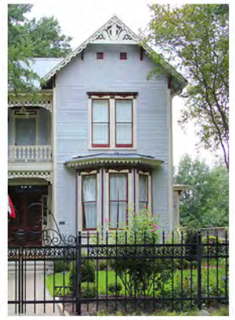
INTERIOR ARTICULATION

- For single family detached homes on lots less than 50 feet wide, a minimum of one articulation is required along each side building elevation.
- Acceptable side articulations include a 2 foot offset for a minimum of 4 feet in width, a change in height of one story, a side or rear porch with a minimum length of 6 feet, or a detached garage.







HALF STORIES PREFERRED

- Roofs must strive to contain habitable space. This can be accomplished by lowering second story plate heights and or using dormers. Incorporate third stories within the principal roof.

PORCH HEIGHT ABOVE WALK

- Elevate front porches for single family detached houses above the front walk by at least 18 inches. Heights between 18 inches and 30 inches are preferred.

BAYS & PROJECTIONS

- Bays and projections must have at least three sides. They must be supported by structural brackets or extend to the ground.
- Projecting balconies must use the same architectural vocabulary of design, material, and color as the front porch. If no front porch is provided, these balconies must reflect the overall design of the building. Balcony supports must be provided in the form of columns or brackets.

















ROOF TYPES AND PRIMARY ROOF FORMS

- Principal roofs for single family detached houses shall be symmetrical gable or hip. Other principal roof types, such as gambrel or mansard, are acceptable if historically appropriate and approved by the ARC.
- Mono pitches (shed roofs) are permitted only as secondary roofs when attached to a vertical wall.
- The alternating placement of 1 1/2 - story and 2 - story building masses on adjacent lots is strongly encouraged.
- Each building should strive to present one primary roof form. Secondary roofs include porch roofs, dormers, bays, cross gables, and hips.
- The arrangement of different roof forms, such as primary front gable alternating with primary side gable or primary hip roof, is highly encouraged.

ROOF PITCHES

- The range of permitted roofs pitches for the selected architectural styles are stated in the Architectural Style chapter.
- Secondary roof slopes can be as shallow as 3:12. Flat roofs on single family detached homes are permitted only when they are intended for occupancy and can be accessed directly from an interior room. Flat roofs must have railings or parapet walls.

TINY HOUSES AND MANUFACTURED HOMES

Tiny houses and manufactured homes should be integrated into the neighborhood. They should be placed around an open space typologically identified in the B3 Code and the Pattern Book and sharing that space with other housing types. There should be no more than twelve (12) mobile homes in such a grouping. The intent is to avoid conventional mobile home parks and make these groupings a part of the neighborhood and the larger community.

Tiny houses and manufactured homes should be adjusted to the site both in terms of function and also aesthetics. This should be done by adding a porch to the manufactured or mobile home, by adding a masonry skirt up to 3-4 ft of height, by strategically placed landscaping, by adding roof extensions or roof windows, and by being creative in making these structures look more like regular neighborhood homes.

Tiny houses and manufactured homes should have exterior siding and roofing, in color, materials and appearance similar and comparable to the exterior materials and roofing commonly used on residential dwellings within the community. They should have pitched or rounded roofs.






PRIMARY FACADE

- Much of a neighborhood's character is derived from elevations that face the street. When the buildings "play by the same rules," gracious streetscapes can be created.
- Each building should present a welcoming face to the street. Each building facade along the street should contribute to the visual quality of the neighborhood.

DOORS

- Doors create a human scale for buildings serving as a welcoming signature. Care should be given to the type, scale, and quality of the selection.
- Hinge all doors (except the garage).
- Sliding glass doors permitted only on rear or interior side yard.
- Permitted door materials are painted or stained wood, hardboard, fiberglass, or metal. Door color selection shall be coordinated with house composition and style.
- Double front doors shall be used only on larger homes. The door style must complement the architectural style of the building.





















WINDOW TYPES AND COMPOSITION

- Window type, composition, and proportion are key character-giving elements of the building facade. The characteristics described here are derived from older neighborhoods and selected architectural styles.
- The following window types are permitted: Double hung, singe-hung, casement, and awning. Horizontal slider windows are not permitted.
- The following window materials are permitted: Wood, metal or vinyl-clad wood, vinyl, enameled metal, or aluminum. Mill finished aluminum is not permitted.
- Individual window proportions shall not be less than 1.6 vertical to 1 horizontal. (Example: A window 30 inches wide must be a minimum of 48 inches high.) Proportions from 2 vertical to 1 horizontal up to 2.5 vertical to 1 horizontal are preferred. Window openings with horizontal proportions should be divided into vertically proportioned or square segments. Separate, small windows (less than 5 square feet) and transom windows are exempted from this regulation.
- Windows may be mulled together horizontally up to a maximum total width of 9 feet (or greater if approved by DRC).
- Divided-light windows are encouraged. They must either be true divided light or have properly proportioned muntin bars applied to the exterior of the window. Individual panes must be vertically proportioned or square.
- Exterior shutters should be in proportion to the window opening. (Example: closed shutters would fully cover the window.)
- Specialty windows, such as arches, half rounds, quarter circles, diamonds, and rounds are limited to a maximum of one per elevation unless approved by the DRC.

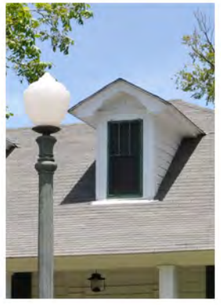




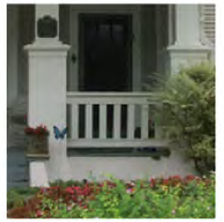

















OVERALL ROOF CHARACTER AND DORMERS

Much of a neighbordhood's character derives from the simplicity of the roof forms. Great variety can be achived with a handful of primary roof forms combined with smaller secondary accents.

- Different roof types may require different roofing material compatible with the chosen architectural style.
- Place large flues, swamp coolers, satellite dishes, and other significiant appurtenances towards the rear of the home and lot to minimize visibility from public streets.

The placement and character of dormers are important tools in creating architectural interest. Because they are smaller than primary roof forms, dormers give the building a human scale.

- Dormers must be habitable and have a symmetrical gable, hip, shed, or curved form.
- Place dormers at least 3 feet from the side wall of the dormer to any outside building wall.
- Paint roof penetrations and appurtenances to match or be compatible with the roof color to minimize their visibility (brick and stucco chimneys excepted).

ROOF MATERIALS & COLOR

Color variation with roofing materials is especially important to create diversity and architectural interest.

- Primary pitched roofs may be asphalt shingle, standing seam or Channel-Drain metal roof, clay tile or concrete tile, depending on the architectural style of the house.
- For single - family detached houses, use at least three roof colors per block face.
- Coordinate the roof color with the building's wall colors and architectural style.

OVERHANGS & EAVES

- Deatail and proportion overhangs and eaves to complement the architectural style of the building. Specific suggestions for overhangs can be found in Architectural Style chapter.
- Coordinate appropriate eave treatment (open rafters or closed soffits) with the architectural style.

SKIRTING

- Porch slabs on grade are not permitted, except for stoops 18 inches or less in height.
- Enclose the area underneath the porch with skirting consisting of masonry, wood boards, or lattice.
- Construct porch steps of wood or masonry to appear solid. Open risers are not allowed.
- The use of drop-lugs is encouraged to bring masonry to grade level.











Various massing arrangements showing gable, dormer and porch

MASSING

- Side gable; center gable facing the street; or cross gable with dormers
- 1-1/2 Story and 2 Story massing compositions are encouraged
- Symmetrical or asymmetrical facade composition
- Emphasis on horizontal rather than vertical lines
- Simple volumes facing the street, more complex configurations in back
- Massing sets the overall aesthetics of the building as well as its presence on the street.
- Hip with Center Dormer
- One Story Front Gable
- 2-Story "L" with Porch and Gable
- Hip with Dormers and 2nd Story Porch
- Single hip with projections
- Main building with wings and side hips
- Compose buldings as Principal Buildings, Backbuildings, and Outbuildings. Consider buildings as simple gable-ftont masses with a porch, usually with the porch across the entire front. Number of porch bays varies up to five, depending on the lot width.

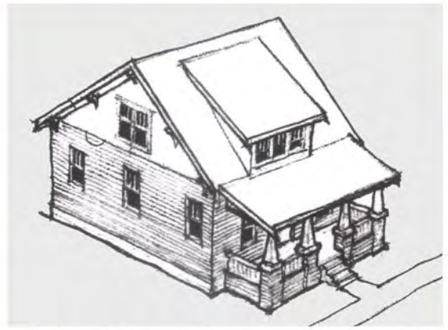




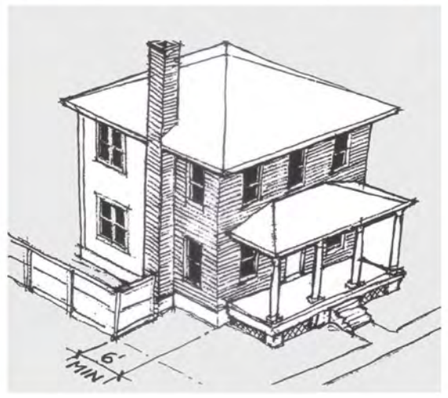








Horizontal change and corner wraping of materials











Reducing the number of materials and using them throughout, creates simplicity and harmony

WALL MATERIALS

- Older neighborhoods benefited from a simple vocabulary of materials, including brick, stone, stucco, and wood clapboard and drop siding patterns. Today, many more materials are available to clad buildings. Some are designed to simulate older-style materials at a lower cost or with less maintenance. Reducing the number of options available, as illustrated here, promotes simplicity and harmony.
- Wall materials exposed to the weather shall be: Brick, stone, stucco, painted smooth (nontextured) hardboard, smooth-face fiber reinforced cement board, stained cedar shingles, or painted wood.
- The number of wall materials used in an elevation, must complement the architectural style. Material changes must generally occur along a horizontal line only, typically at the floor line or a gable end. Vertical changes must occur at logical articulations of the building wall, typically at inside corners only. Place lighter materials above those of heavier weight.
- Apply all wall materials horizontally. Permitted siding patterns include: clapboard, shiplap, drop siding, tongue and groove, and shingle coursing.
- Wrap material around corners a minimum of 6'.
- Historic neighborhoods typically display great consistency in the choice and application of materials to all four elevations of the building.
- Build all elevations of an individual principal building of the same (one or two) materials in similar configurations. Semi-detached connectors and accessory buildings are excepted from this standard, but take care that these structures are compatible with the principal building.



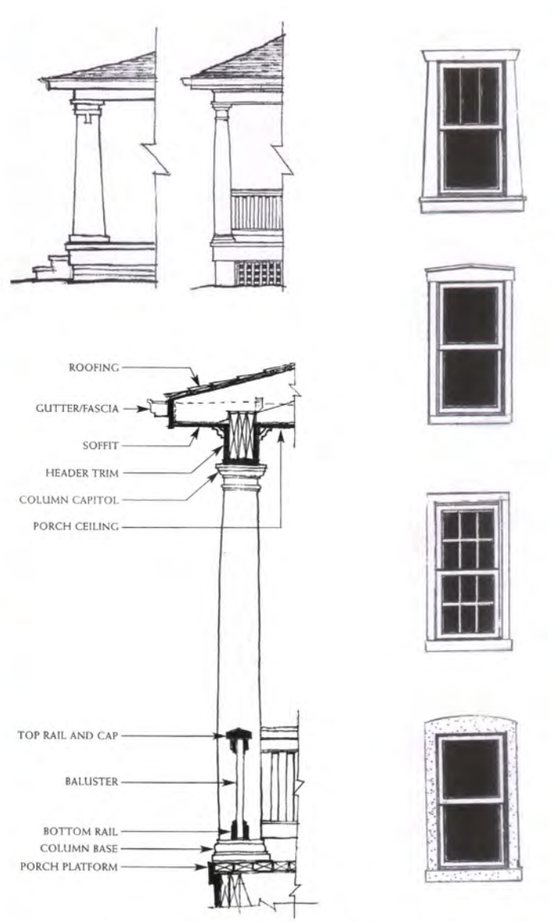








A gracious front porch is raised above the sidewalk, providing a welcoming face to the street.



Porch detail

Window trim options







Example of homes with embellisments

Exterior trim treatments

FRONT PORCH

- Generous front porches raised above the sidewalk make a strong statement about each home's relationship to the street and the community. Particularly on small lots, front porches can serve as outdoor living rooms, hosting family events and providing social places for the street.
- The front porch is the place to create architectural interest and variety. Be creative in the use of column brackets, railing pickets, trim and moldings, entry door transoms, sidelights & door trim.
- Coordinate column and other detailing with the chosen architectural style. A variety of porch sizes and details is encouraged, particularly for Green and Garden Court homes.
- Front porches may be either appended or recessed. Provide at least the minimum quantities and sizes stated in the Neighborhood Design chapter. Porches are encouraged to reflect the design qualities outlined in the Architectural Style chapter.
- A variety of porch sizes and details is encouraged, particularly for Green and Garden Court homes.
- Establish a desirable human scale next to pedestrian routes and at building entrances with porches, arcades, and other one story elements.
- Oversized entry or porch elements, exceeding one story in height, are not permitted.

EXPRESSION OF ELEMENTS

To ensure that elements on the primary facade are presented with authenticity, cerfully select quality materials and techniques to assemble them.

- Each porch element should be expressed, with clear articulation of the deck platform, railings, columns, header trim surround, porch ceiling, soffit, fascia, gutter and roof. Enclose porch rafters and/or ceiling joists with a porch ceiling. If plywood is used for porched ceiling, cover visible butt joints with an orderly batten pattern.
- Railings need a top cap, top and bottom rails, and balusters or pickets spanning between. The openings between balusters cannot exceed 4 inches.

EXTERIOR TRIM & EMBELLISHMENTS

Trim elements like windows and doors contribute to a building's expression of style and quality.

- Trim windows and doors with a minimum of 2 inch wide brickmold, or a minimum of 1 by 4 inch painted wood or smooth (nontextured) hardboard trim. With stucco walls, a minimum 1-inch deep raised relief around the window may be used instead of trim.
- Make trim, rake, and eave moldings consistent with the building's architectural style.
- Do not link windows on the first and second stories with exterior trim and/or different siding treatments.
- Exterior column dimensions must be at lest 6 by 6 inches in nominal size. See the architectural Style chapter for examples of column styles.



ADU AS DETACHED STRUCTURE

An ADU, or accessory dwelling unit, is a secondary housing unit on a single-family lot. It usually is an independently accessed secondary residential unit that shares ownership, site, and utilities with the primary residence. It can take several different forms. Those are:

1. Detached new construction ADU, also sometimes called a backyard cottage, carriage house, garage apartment or granny flat.
2. AFDU above garage or workshop, or attached to it.
3. Addition ADU or "bump-out" ADU directly attached to the primary residence.
4. Basement conversion ADU, also commonly called basement apartments, mother-in-law suites, and other names.
5. Internal ADU, where a part of the primary residence is converted to an ADU.

The numbers of individuals living alone in the US exceeds the number of homes occupied by families with children. To meet the demand of this change in the US family structure, ancillary units have become very popular and should be encouraged whenever possible. It is estimated that there are 13 Million ADUs in the US at this time, which is roughly 10% of all housing units. They provide great social benefit by interspersing smaller market-rate units and affordable housing within established or new neighborhoods. Conventional zoning forbids ancillary dwelling units, fearing an overload of parking, traffic and sewer capacity. To overcome this concern, ancillary units, until recently have been limited to a maximum of 600 SF so that the unit can accommodate an individual or a couple but not a family.

ADU ABOVE GARAGE OR WORKSHOP

The fact that ADUs are secondary housing units on a single family zoned residential lots places ADUs into a unique category of housing. They also have some other distinguishing characteristics that help further define, differentiate and distinguish them from other housing types. And while their structure may vary, ADUs share some common traits.

1. ADUs are accessory and adjacent to a primary housing unit.
2. ADUs are significantly smaller than the average US house.
3. ADUs tend to be one of two units owned by one owner on a single family residential lot.
4. ADUs tend to be primarily developed at different time than the primary house and usually by homeowner developers

The obvious benefits of ADUs to both the city and the homeowners are:

1. They are an affordable type of home to construct because they do not require paying for the land, new infrastructure, structured parking or elevators.
2. They can be a source of income for the homeowners.
3. ADUs are built with cost-effective wood frame construction, which is significantly less costly than units in new multi family infill buildings.

ADUs allow extended families to be near one another while maintaining privacy.

BUMP-OUT - ADU AS MAIN HOUSE ADDITION

1. ADUs provide as much living space as many new built apartments and condominiums, and they are well suited for couples, small families, friends, young people and seniors.
2. ADUs give homeowners the flexibility to share independent living areas with family members and others, allowing seniors to age in place as they require more care.

ADU architectural standards

ADUs play an important role in neighborhoods both in terms of their functional use but also their ability to shape the positive outdoor space of each lot.

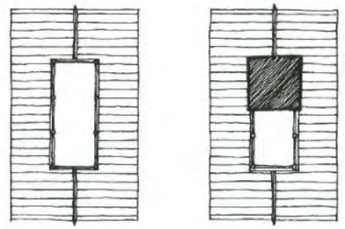
Design accessory units so that they are clearly secondary to the principal building. Whenever possible, use windows, doors, balconies and dormers to create architectural interest and "eyes" on the backyard and the alley, if there is one. Accessory buildings must employ similar materials, building and roof forms, and window types and proportions to the principal building's architectural style.

Retain all or some second story footage of the second story roof. Achieve this by using dormers and by lowering the plate height.



An example of tower design well coordinated with the rest of the house





Open deck

Open/Enclosed













THE IDEA

People living near a large body of water like it even better when they have a view of it from where they live. One of the ingenious ways to allow houses in the interior blocks to have water view, invented by the designers of Seaside, Florida, is to build small towers on top of the roof without the height limit.

In addition to increasing the property value of interior blocks, these towers offer an opportunity for a variety of designs and give additional richness and a special character to the neighborhood streetscape.

Towers are not permitted along the river edge, but are encouraged in the rest of the river-oriented developments.

CHARACTER

Towers are usually an extension of the floors below and can be located symmetrically or asymmetrically on the main body of the house.

Architectural style, details, and roof and wall materials should be in accord with the rest of the house.

Towers may be used as a compositional element and are particularly appropriate for Victorian style houses.

Present day applications also show that towers can be built in any style provided there is a formal connection with the rest of the house and an architectural consistency in their design.

TYPE AND SIZE

Size of towers shall vary with the type of the house as shown below:

On large single-family homes and Mansion Homes – maximum 150 SF of enclosed space and 200 SF of open space, excluding the stairway.

Medium size houses – maximum 100 SF of enclosed space and 150 SF of open space, excluding the stairway.

On Cottage homes, Garden Court homes, Green Court houses and Town Homes – maximum 150 SF of either open or enclosed space.

For building flat roof terrace there is no limit.

MATERIALS

Towers shall have openings of no less that 50% of the surface of the tower walls.

General character, shape, proportions, elements, details, and materials of the tower should be derived from the overall design, type and character of the house.

Towers can be completely open, a combination of open and enclosed space, or completely enclosed, all within the sizes as specified.

Building with flat roofs (as allowed in the Code) may allow access to the entire roof area with no size limitation.

DETAILS

Finished floor of the tower (or deck) shall be no more than 16" above the highest portion of the roof on which it sits.

Portions of tower decks can be used to locate air conditioning condensing units.

In Town Home buildings, not all the units have to have towers. Towers should be located in such a way as to increase the architectural appeal of the building.

The degree of enclosure or openness of the tower should correspond to the degree of enclosure or openness of the rest of the house.

Rooftop Towers







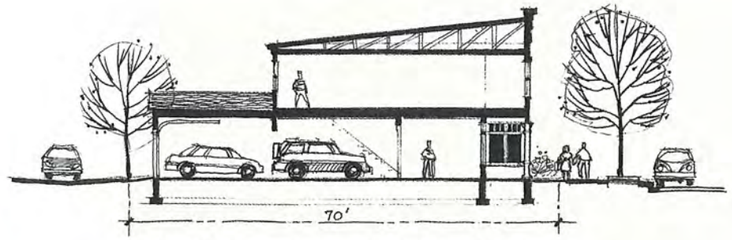




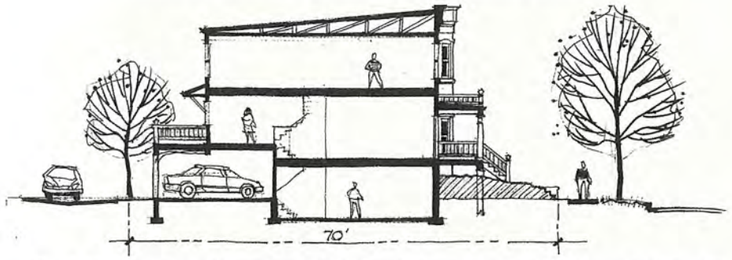


TOWN HOUSES

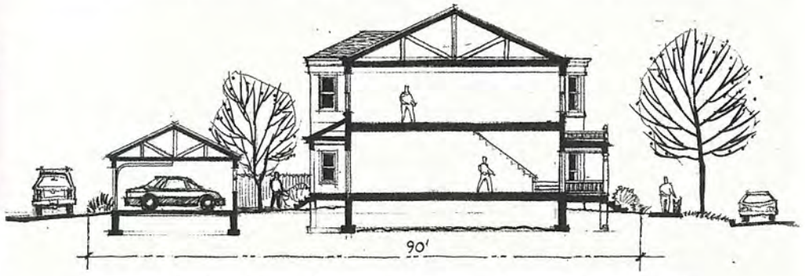
The three row house prototypes employ a similar lot configuration to respond to different use and amenity preferences. The Split Level Town House provides the convenience of an attached garage tucked underneath second-floor dining, kitchen, and outdoor living areas. Entry porches and raised front yards create a strong presence along the street. The Backyard Town House uses a detached garage to create small and intimate courtyards. Finally, a Live/Work version allows for a large portion of the first floor to be used for studio or workspace with direct access from the street. Living space is located conveniently above the work space.



The Live/Work entry is immediately accessible at grade



The Split Level Town House entry is higher above and further back from the sidewalk



The Backyard Town House entry is closer to the ground and sidewalk

TOWN HOUSE TYPES

SPLIT LEVEL TOWN HOUSE

- The following standards gracefully accommodate the split-level design that allows for garages to be tucked under row house living areas.
- Provide a raised front yard at least 2 feet above the sidewalk.
- Elevate covered entries for Split Level Town Houses from 4 feet to 7 feet above the abutting sidewalk.
- Provide private exterior space for Split Level Town Houses on the second floor at the rear above the garage.

BACKYARD TOWN HOUSE

- Elevate covered entries at least 18 inches above the abutting sidewalk. This is similar to patterns for single-family houses.
- Provide private exterior space for Backyard Town Houses by creating a garden/terrace between the garage and row house.

LIVE/WORK TOWN HOUSE

- Front entrances must employ a recessed arcade or awnings, allowing direct access at grade. This is similar to Main Street storefront patterns.

BREAKS BETWEEN GROUPS

- Break up long lines of row houses to provide visual relief and pedestrian access to alleys.
- Create a separation of at least 12 feet every 200 feet or every 10 row houses.
- Do not place separations where row houses create terminated vistas at a perpendicular street.

PRESENTATION AT CORNERS

- The relationship of buildings to one another and the street is especially important at corners.
- Buildings on corner lots must address both streets. All corner lots are typically slightly wider for the sideyard setback along the street and to allow for building articulation and side porches.
- Carefully consider the articulation used where a line of row houses reaches the street corner.
- Celebrate the corner with an angled facet addressing the corner, a recessed entry, a tower form, or similar architectural treatment.
- At the end of a line of Town Houses (side elevation), include appropriate articulation, windows, and interesting architectural elements. Appropriate articulation for side elevations is equal to that called for on front elevations.
- Place garages for end units towards the street to shield any adjacent surface parking spaces.



Street Corner Type Multi-Unit Home

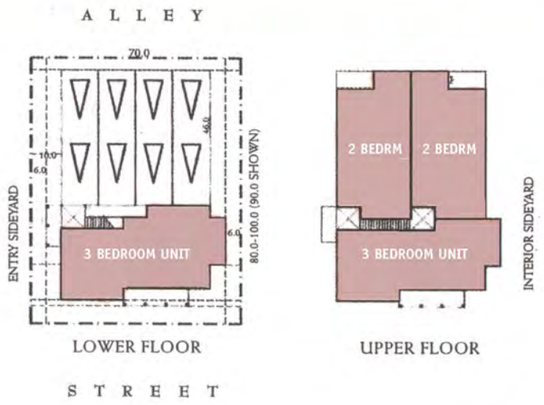
MULTI-UNIT HOMES

The Multi-Unit Home combines several residences within one structure designed to resemble a large single-family home. The prototype illustrated here is for a four-unit building that provides attached garages accessed from rear alleys. Different-sized buildings may be combined along a block face. When located on corners, Multi-Unit Homes provide porches and entries on both elevations facing the street. When located on the block interior, a "family" of entrances between two buildings provides gracious access to the upper-floor residences.









Typical four-unit Multi-Unit Home organization











ARCHITECTURE AND ENTRY ARTICULATION

- One goal for Verano is to create a handsome and timeless architecture based on San Antonio's historic neighborhoods. These neighborhoods derive much of their character from the simplicity of architectural forms. Buildings at Verano should emphasize one primary architectural form with supporting secondary elements. Too much complexity or competing primary forms undermine this goal.
- An articulation is defined as the connection of an open porch to the building, a dormer facing the street, a well defined entry element, a horizontal offset of at least 2 feet in the principal building wall for a minimum 4 feet in width, or a change in the height of front elevation rooflines by at least one story.
- The primary building elevation of Multi-Unit Homes on lots 80 feet wide or narrower require at least two articulations, but not more than four.
- The primary building elevation of Multi-Unit Homes on lots greater than 80 feet wide requires at least four articulations, but not more than six, unless approved.

PRESENTATION AT CORNERS

- The relationship of buildings to one another and the street is especially important at corners.
- Buildings on corner lots must address both streets. All corner lots are typically slightly wider to accommodate the side yard setback along a street and allow for building articulation and side porches.
- Multi-Unit Homes with attached garages on corner lots must have entry porches on both elevations facing the street.
- Side elevations facing a street are subject to the articulation requirements for the primary facade of that building.

ENTRY AREAS

- For Multi-Unit Homes with attached garages, public access is provided via a common entry and porch on the side of the building, while direct private access occurs from the garages.
- Place individual entries at ground level facing the street.
- Any Multi-Unit Homes with attached garages that are located on a corner lot must have side entries to upper floor units placed facing the street.
- Pairs of Multi-Unit Homes with attached garages on the interior lots have entry porches placed facing each other and common pedestrian access from the street.

PRIVATE EXTERIOR SPACE

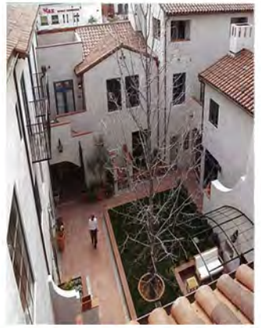
- Each Multi-Unit Home will provide one outdoor space directly accessible from living/dining areas. This space may be provided as a covered porch, patio, or balcony. It must be at least 6 feet deep and a total of 72 square feet.

COMMON AREAS

- Locate common areas, circulation paths, and building entries and porches where they are most visible from the street and from home interiors.








APARTMENT BUILDINGS

Apartment buildings are one of the principal housing types in any project. They fall into the category of medium-high residential density. With town homes and live-work units, apartment buildings are usually associated with open public space and contribute principally to the scale and definition of the street edge. They are instrumental in creating the sense of enclosure and form a moderately busy street. A courtyard is a design feature traditionally found in hot and arid climate.

MASSING, FACADE DESIGN, MATERIALS

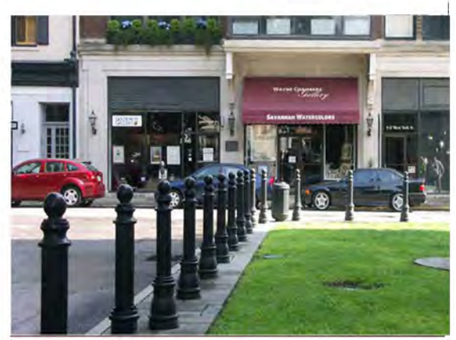
Buildings should have a coherent formal vocabulary and exhibit a hierarchy in their composition. Buildings fronting major public spaces should have relatively simple fronts and roofs, with wings and plan articulations on secondary sides. Buildings should have a distinctly different bottom, top, and middle. Well defined roof lines are greatly encouraged. An expression line should delineate division between the ground floor and upper floors. The ground floor should have higher plate height than the upper floors. Pitched roofs are recommended for smaller buildings. A cornice should delineate the tops of facades for buildings with a flat roof. The use of arcades, porches, and colonnades is strongly recommended. Corner conditions need to be distinguished by a specially articulated portion of the building addressing both frontages in a similar manner. Buildings should be 2-4 stories high. Entries to the buildings should be well expressed (covered, recessed) and should be apparent.

Windows should be vertically proportioned and utilize distinct frames, materials, and colors for window surrounds. Awnings and shutters are recommended in accord with the building style selected. Wall-to-roof transition is a strong flavor giver and should be given special care to create a regionally appropriate expression. Building planes should avoid the large monolithic appearance of uninterrupted sameness; rather, they should be differentiated for reasons of scale, light control, and relatedness to the space they face or enclose. No mechanical equipment should be mounted on the exterior of the building in public view.

Acceptable wall materials for courtyard apartments are: stone, brick or a combination of the two, stucco, cast stone, rock, marble, granite, tile, and glass block. Also acceptable are Hardi planks and sheets, and textured or patterned pored-in-place concrete with integrated color. EIFS can be used only as accent material. Acceptable roofing materials are: standing seam metal roof, stone and clay roof tile.





MIXED USE BLOCKS (LOFT OR OFFICE OVER RETAIL)

A Mixed Use Block is the quintessential P5 block that makes active urban life possible. The first 20-30 ft on the ground are used for public or commercial functions, upper levels are generally residential. The lower part of the building changes over time, the higher part is generally unchanged. This is a high-density building type and is found in city centers. The ground level is permeable for a seamless connection between inside and outside necessary for a continuous pedestrian experience.

GROUND FLOOR, ADDRESSING OPEN SPACE, DETAILS

Many provisions applicable to courtyard apartment buildings also apply to mixed-use blocks. What is listed below are additional requirements specific to this building type:

A. Ground floor openness is critical for the street experience. Its height needs to be 15 ft or more and 60% of the walls at this level should have transparent storefront windows. For colonnades, arcades, and porches column spacing should be equal or less than the column height. Buildings facing major open space should relate to it by using porches, arcades or colonnades as well as have a meaningful functional connection. Buildings should relate to each other in terms of scale and materials. Building surrounding the same public space should utilize: 1) The same architectural character, 2) Similar floor or cornice height, 3) Similar treatment of wall-to-roof transition, and 4) Similar treatment of door and window openings.

B. Buildings should be interwoven with landscaping for desired aesthetic and functional results. Open space between buildings should not be a leftover space but rather typologically identifiable as pedestrian ways, forecourts, urban gardens, courtyards and playgrounds. Additions and expansions to buildings should be inspired by the original building character and be in harmony with the original design intent. Buildings at street terminations and building at corners should acknowledge their special location by specific design elements. Such elements may be more than one story high and may be enhanced by towers and arcades.

C. Windows, doors, and trim should be compatible with the architectural style. Specialty windows, such as circles, ovals, and fans, can be used but sparingly and for accent purposes only and should be of the same materials as the rest of the windows. Awnings are encouraged. Roofing and exterior materials are the same as courtyard apartments.

















MASSING, FACADE DESIGN, MATERIALS

Buildings should have a coherent formal vocabulary and exhibit a hierarchy in their composition. Buildings fronting major public spaces should have relatively simple fronts and roofs, with wings and plan articulations on secondary sides. Buildings should have a distinctly different bottom, top, and middle. Well defined roof lines are greatly encouraged. An expression line should delineate division between the ground floor and upper floors. The ground floor should have higher plate height than the upper floors. Pitched roofs are recommended for smaller buildings. A cornice should delineate the tops of facades for buildings with a flat roof. The use of arcades, porches, and colonnades is strongly recommended. Corner conditions need to be distinguished by a specially articulated portion of the building addressing both frontages in a similar manner. Buildings should be 2-4 stories high. Entries to the buildings should be well expressed (covered, recessed) and should be apparent.

Windows should be vertically proportioned and utilize distinct frames, materials, and colors for window surrounds. Awnings and shutters are recommended in accord with the building style selected. Wall-to-roof transition is a strong flavor giver and should be given special care to create a regionally appropriate expression. Building planes should avoid the large monolithic appearance of uninterrupted sameness; rather, they should be differentiated for reasons of scale, light control, and relatedness to the space they face or enclose. No mechanical equipment should be mounted on the exterior of the building in public view.

Acceptable wall materials for commercial buildings are: stone, brick or a combination of the two, stucco, cast stone, rock, marble, granite, tile, and glass block. Also acceptable are Hardi planks and sheets, and textured or patterned pored-in-place concrete with integrated color. EIFS can be used only as accent material. Acceptable roofing materials are: standing seam metal roof, stone and clay roof tile.

GROUND FLOOR, ADDRESSING OPEN SPACE, PARKING

A. Ground floor openness is critical for the street experience. Its height needs to be 15 ft or more and 60% of the walls at this level should have transparent storefront windows. For colonnades, arcades, and porches column spacing should be equal or less than the column height. Buildings facing major open space should relate to it by using porches, arcades or colonnades as well as have a meaningful functional connection. Buildings should relate to each other in terms of scale and materials. Building surrounding the same public space should utilize: 1) The same architectural character, 2) Similar floor or cornice height, 3) Similar treatment of wall-to-roof transition, and 4) Similar treatment of door and window openings.

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D. Visual impact of surface parking lots, loading, and service areas should be minimized. Parking lots should be located to the side or rear of buildings to allow building fronting on primary public streets. Loading areas should not be visible from any primary streets.

E. Roof-mounted equipment should be screened from view with enclosures that are consistent with the building architecture.

F. Architectural Styles

1. Primary Architectural Styles
2. Classical Style
3. VictorianStyle
4. Texas Hill Country Style
5. Craftsman Style
6. Modern Architectural Style
7. Minor Architectural Styles
8. Working With Tradition



Classical Style



Victorian Style



Texas Hill Country Style



Craftsman Style

PRIMARY ARCHITECTURAL STYLES

Architectural styles are some of the most visible signs of historical and cultural values of any era. The term “style” refers to the consistent qualities and features that link different works together into groups. The history of styles in American housing is as complex and rich as the history of the nation and its people. There is no one single American style of architecture; different immigrant groups and individuals have adapted their own national traditions to the new land, and many have borrowed or combined with other stylistic traditions to create hybrid designs so hard to classify sometimes. In the heyday of eclecticism, about 1865-1930, the entire spectrum of historical styles was revived at one point or another. The important point here is that every time a style is revived, it is different.

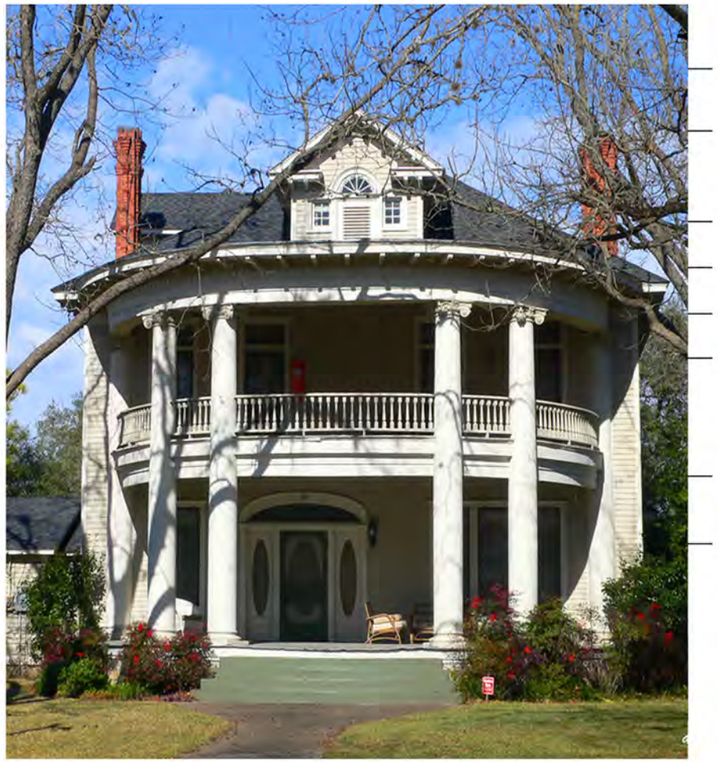
Stylistic labels are frequently associated with value judgments. In many cases, the style chosen was meant to signify the allegiance or aspirations of the homeowner. When making a conscious choice, Americans have tended to pick revival styles on the basis of moral values attributed to them. Thomas Jefferson felt that Classical architecture promoted clear thinking and civic virtues, and so it was the style most suited of the new republic. Exotic styles, on the other hand, appealed to a spirit of adventure and discovery. At any time, more than one style might be fashionable, and when the style changes it usually does so gradually as architects learn to adapt to new ideas. Styles often spread to places other than the place of their origin and do so in a variety of ways.

The goal of the architectural style guidelines is to help create the memorable character, identity and appeal found in the historic neighborhoods of Central Texas, not to provide exact replicas of historic buildings. The four primary styles historically prevalent in Bastrop are Classical, Victorian, Texas Hill Country and Craftsman. In addition, there are also a few examples of other minor styles such as Colonial, Foursquare, Prairie style and a good number of examples of hybrids containing elements of more than one style.

Many elements contribute to defining a particular style. In some cases the use of just a handful of appropriate elements can be successful in defining a style and creation an authentic composition. The key in working with the styles presented here, as in all traditional architecture, is to work within general massing rules, maintain proper proportions and formal consistency among building components, utilize appropriate selection and placement of details, and select building materials historically appropriate for the style and if possible regionally available.

Although more than one style is selected as being appropriate for this area, once the home style is chosen the building design proposed must be coherent within the selected style. Indiscriminate borrowing and exchange of elements between different styles creates confusion, muddles the clarity of architectural expression, and will generally not be acceptable. However, if a coherent design is presented in modern style or a minor regional style not listed in the pattern book, such a project may be considered by the authority designated for review and approval of architectural projects.

To be executed well, Classical, Victorian and especially Modern style require a degree of design and craftsmanship not commonly available today. In order to prevent oversimplification of the style’s basic principles, erroneous detailing and misuse of materials, projects electing to use these styles will undergo a more thorough scrutiny before they are approved. In case of such a project, contact and coordination with the designated permitting authority (Town Architect or Design Review Committee) at the early stages of the project is strongly encouraged.



CONSTANT ROOF SLOPES

DORMER PROPORTIONED FOR A SINGLE WINDOW

ELABORATE BRACKETS WITH NICELY DETAILED ENTABLATURE

MULTI-PANE WINDOWS

CONSISTENT RAIL DESIGN

FULL WIDTH TWO STORY "TEMPLE" PORCH WITH PEDIMENTED GABLE ROOF ABOVE AND SYMMETRICAL FRONT FACADE

SLIM VERSION OF CORINTHIAN ORDER COLUMNS

UNEVEN NUMBER OF OPENINGS AT PORCH (3 OR 5)

ORDERLY RELATIONSHIP BETWEEN DOORS, WINDOWS, PORCH & ROOF















CLASSICAL - CHARACTERISTICS OF THE STYLE

The basic classical house has a simple rectangular volume, either one or two stories, with hip or gable roofs. Often, it has a "temple" front porch facing the street but remaining the part of the main body of the house. The porch is the most important element for the classical house, can be one or two stories, strait or curved, and often utilizes Greek or Roman columns and a variety of detailing of the entablature above.

Houses are usually symmetrical though carefully balanced asymmetrical compositions are also possible. Wings are generally narrow and of similar proportions added to the side or the back. Roof pitches are consistent and can vary from 6:12 to 12:12, most common being 8:12.

Windows are multi-pane, most commonly 6 over 6 or 9 over 9, with the first floor windows being taller than the second floor windows. Dormers occur in both gable and hip roof types, usually proportioned for a single window.

There is an orderly relationship among columns, windows, doors, porches and roof forms. Eaves and cornices are usually well-detailed. Materials used for this style include stone, brick, stucco, shingles (for accent), and horizontal siding.

HISTORY, CONTEXT AND VARIATIONS

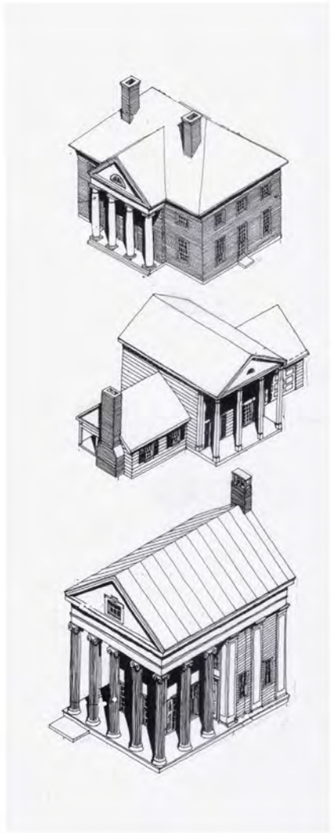
The Classical style in the US draws primarily from Greek precedents and less so from classical Roman prototypes and its appearance and vocabulary was greatly inspired by the 1893 Columbian Exposition in Chicago. Moldings are more severe rather than ornamentally enriched, there is no statuary along the roofline or on the façade, and the round (Roman) arch appears infrequently. The impression is one of grace combined with post-and-lintel construction, although modern, reinforced materials were used.

The scale and proportions of the style are suitably massive, but it also became quite popular in the middle-class housing where the scale was refined to reflect a more modest demeanor of the buildings, and orders can be of both single and double height.

The frontage is usually dominated by a pedimented portico supported by an even number of free-standing columns, and the whole composition was characterized by rational and symmetrical distribution of parts. The style typically uses slim, simplified columns of the Ionic or Corinthian orders, and may well combine the two. Such admixture was facilitated by the debut of readily available, mass-manufactured architectural details produced of industrial composites.

Between six and eight sub-styles have been identified. The most common were 1) a principal full-height porch of about one third of the length of the façade, and colonnaded with pedimented gable roof above, or 2) the same double-height porch motif occupying the full length of the façade and bearing flat roof. The later type was especially popular between 1925 and 1950.

During this same period, the one-story cottage with a dominant centralized dormer, hipped roof, and colonnaded porch of either part of full width, was also fashionable for smaller homes. This style was popular in the South. There are also a number of other sub-types that appear less frequently. The style continues to be popular to this day, particularly in large style urban and suburban houses.

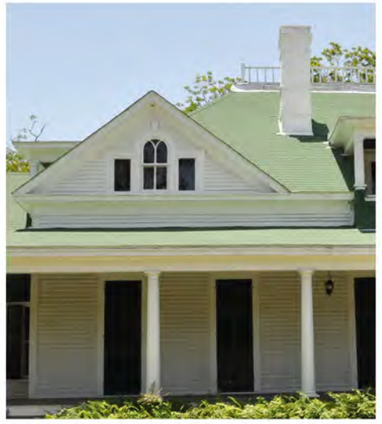
















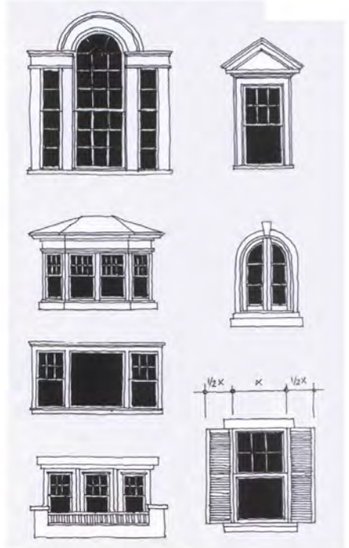




















MASSING

- The basic house is typically a simple rectangular volume, one or two stories, with hip or gable roofs.
- The porch is the most important element and commonly it is a "temple" like front porch facing the street but remaining part of the main body of the house.
- Houses are usually symmetrical, but carefully balanced asymmetrical compositions are also possible.
- Wings are generally narrow and of similar proportions.

ROOF DETAILS

- Roof pitches are consistent and vary from 6:12 to 12:12. Most common are 8:12.
- Gable dormers facing the sides are most appropriate for this style.
- Overhangs are consistent, generally 1-2 ft wide. Eaves are usually with closed soffits.
- Repetitive ornate brackets are common under the primary roof eaves.

DOORS & WINDOWS

- Symmetrically placed doors and windows are most common, but well balanced non-symmetrical compositions are possible.
- Use individual, paired, or triple windows. Bay windows are common, and round windows, combined or by themselves, are often used for façade accent.
- Use double hung windows with divided lights in both sashes. Typically 6 over 6 or 9 over 9 but other combinations can be found as well.
- First floor windows are usually higher than the second floor windows. Dormers occur in both hip and gable roofs, usually proportioned for a single window.

PORCH / ENTRY

- Use strong front porch/entry, usually with a "temple" look, but could also be in front of the full façade.
- Porch can be one or two stories.
- Often utilizes Greek or Roman columns, sometimes combined (round or square), and a variety of detailing to the entablature. Column size is typically no less than 8 inches in diameter or 8-inch square.
- Bottom porch is commonly without rail and elevated from the sidewalk.

DETAILS

- Eaves and cornices are usually well detailed.
- Windows are commonly trimmed by 1x4 boards with the cap molding sometimes intricately detailed.
- Nicely detailed balusters are used for stair and porch rail.
- Wood picket fences are common as well as black metal

MATERIALS

- Wall materials used for this style include stone, brick, stucco, decorative shingles (accent) & horizontal siding.
- Most common roofing materials are standing seam metal, and asphalt and fiberglass shingles.
- Windows are usually wood or wood with metal cladding with traditional profiles. Doors are typically made out of wood and are stained or painted.
- Wood or fiberglass porch columns with straight or turned wood balusters.

























VICTORIAN - CHARACTERISTICS OF THE STYLE

Victorian style homes are dominated by a steeply pitched gable roof facing the street. The main gable may be combined with wings on one or two sides, or emerge from a larger hip-roofed rectangular volume. Symmetry is optional.

Usually generous one-story porch is integrated into the front façade. Gable, hip, shed, or special dormers are typically employed to provide additional floor area, daylight, and architectural interest. Overall composition usually features symmetrically placed, vertically proportioned, double hung windows.

Simplified ornamentation occurs at porches, gable ends, and at special features such as bay windows and towers. Appropriate materials include primarily horizontal siding and more rarely, at least in this area, brick.

The application of the style is seldom pure and borrowing from different stylistic approaches is evident in the Central Texas Victorian. In both Georgetown and New Braunfels there are hybrids that borrow from both the Classical as well as the Arts and Crafts movement. This mix of various styles components is what creates an interesting character, which blends with other styles and yet stands out on its own.

HISTORY AND CONTEXT

The Victorian style was prevalent for residential buildings in the United States from about 1860 to 1910. Although under the same name, the actual applications of the style vary from region to region. As opposed to High Victorian, characterized by the exuberant and sometimes hardly discriminating use of applied ornament as well as very eclectic compositions, the Central Texas version of the style may be called the Folk Victorian.

This variation of the basic style flourished as railroads spread across the country providing a steady supply of pre-made Victorian millwork. The Folk Victorian version resulted from the application of the stylistic principles to more modest residences. Forms were simplified, and ornamentation was applied chiefly to the porches, gable ands, and cornices.

VARIATIONS

In general, the Victorian style allowed the form of the house to be more organic, freeing the builder to incorporate exotic extensions, roof overhangs, and more complex massing types.

By 1910, other styles such as Colonial Revival and Craftsman began to compete for the homebuilder's attention. Yet application of Victorian style remained popular throughout much of the 20th century.
























MASSING

- Front facing gable with or without side wings
- Gabled wings protruding from principal hip-roof form
- Hipped or conical roof tower elements on front elevations
- Use of projecting bays & turrets
- 1 1/2 to 2 stories typical
- Symmetrical or asymmetrical facade composition
- Main level floor-to-ceiling height typically 9-10 feet

ROOF DETAILS

- Steeply sloping gable roofs from 8:12 to 12:12
- Secondary hip and shed roofs from 3:12 to 8:12 and gable roofs from 6:12 to 12:12
- Generous use of gable, hip, shed or special dormers
- Roof overhangs typically 12 inches but up to 30 inches are acceptable
- Closed soffits and eaves with ogee or half round gutters

DOORS & WINDOWS

- Vertical double-hung windows
- Individual or paired window treatments typical
- Square and angled bay window treatments
- Limited use of accent windows and multi-pane sashes with true divided lites
- Wide (4 to 6 inches) or embellished exterior trim with cap moldings

PORCH / ENTRY

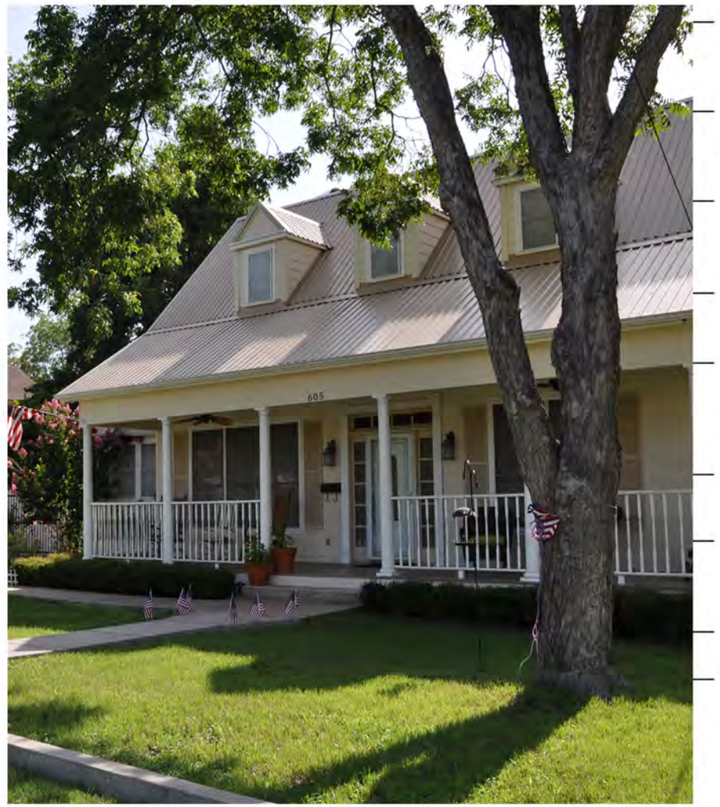
- Full or generous partial porch, with wrap-around at corner encouraged
- Turned column styles 6" nominal
- Round coulmn styles to include Doric, Ionic and Tuscan, with a minimum diameter of 8 inches nominal size
- Square column styles with chamfers and moldings at least 6" in width
- Delicate railings to include square or turned 2 inch by 2 inch balusters or scroll saw cut patterns
- Lattice treatments to screen area under the porch

DETAILS

- Decorative gable end truss work
- Decorative brackets at porch columns
- Rake moldings
- Ogee profile gutters at horizontal facia

MATERIALS

- Horizontal wood, simulated wood or shingle siding with actual or expressed coursing not to exceed 6 inches (4 to 5 inches preferred)
- Siding patterns to include bevel (clapboard) and drop siding
- Full brick or brick up to the second floor line
- Decorative wood or shingle patterns in gable ends
- Brick and stone or textured concrete foundation base with approval of Town Architect



DOOR CENTERED ON THE MAIN SPACE AND ASYMMETRICAL WINDOW

HIGHER PITCHED ROOF OVER MAIN SPACE WITH METAL ROOFING MATERIAL

WINDOWS IN THE KNEE WALL BETWEEN THE EAVE AND THE ROOF OF THE PORCH

LOCAL STONE FOR WALL MATERIAL

ROOF ACROSS FULL FRONT FACADE WITH WOOD POSTS, EXPOSED OR CONCEALED RAFTER TAILS, LOWER PITCH ON SHED ROOF

WOOD POST FROM CEDAR POLES TO DECORATIVE

GENEROUS FRONT PORCH ELEVATED FROM THE GROUND

RAILS ARE OPTIONAL

EXTERIOR STAIR TO UPPER LEVEL; BACK PORCH

BEND IN THE ROOF PITCH "CAT SLIDE"



















TEXAS HILL COUNTRY - CHARACTERISTICS OF THE STYLE

The primary characteristic of this style is that the buildings are composed through simple juxtaposition of pure Euclidian geometric forms – rectangles and triangles in a variety of combinations. The two principal components of the house are the main space and the porch or the "lean-on" rooms. The main space is usually an elongated rectangle with the porches commonly placed along the longer sides of the main space. Sometimes, the main space has an "L" configuration with the porch and the entry placed at the inside corner of the "L".

Porch is a crucial architectural component in the hot Texas climate. While in more urban settings porch serves as a demarcation line between the public and the private, in the Texas Hill Country the porch is a necessary transitional space between the inside and outside absolutely necessary for the proper functioning of the building. A special kind of porch is sometimes placed in the middle of the house to separate the sleeping quarters from the cooking areas in the hot Texas climate – the "dog trot".

It is in the interplay between the main space and the porch or the "lean-to" that the variety of expressions can be created. Porches can be added on to the main space (either full length or not), carved out of it, and added perpendicular to the main space. Porches can also be one or two-story. Porches added directly to the main space create a fold in the roof pitch commonly called "the cat slide". In two-story buildings the eave of the main space and the top of the porch can also be separated with small square windows placed in the knee wall between them.

Roof pitches are low to moderate over the porches and higher (8:12 and even 12:12) over the main space.

HISTORY AND CONTEXT

There are two living traditions of architecture in Texas today. One is Mediterranean, imported first through the Missions from the south. The other active architectural tradition developed in the last 200 years represents a unique blend of German ingenuity and the climatic and geological ruggedness of the Texas Hill Country into geometrically simple, efficient, and functional architecture. There is a clear and uncomplicated structural integrity expressive of the space within that makes the structures built in this style architecturally honest to the point that some of them could be called an expression of the "aesthetics of necessity". Especially in its early examples this style of architecture is first and foremost functional. Form follows function and nothing is left over.

The greatest number of these simple buildings can be found in the German towns of central Texas such as Fredericksburg, New Braunfels, Boerne, and Gruene, Colonized by Germans in the first half of the nineteenth century, these towns today still exhibit a great degree of discipline and rigor in their architectural production strongly influenced by the tradition within and around them.

The works of some prominent Texas architects have been inspired by the traditional residential but also agricultural structures of the Hill Country, and this architectural style has gotten the attention on the national level as one of the more authentic directions in American architecture.

Over the years, the purity and simplicity of the early pioneer buildings has been somewhat lost, due to the popularity of other styles from which components are sometimes borrowed, new technological advances such as air conditioning, as well as the current practice of architecture and its dubious relationship with tradition. However, the simplicity and the power of the Hill Country style in the face of contemporary mass produced homes has not diminished its popularity not only in the Hill Country but across Texas and beyond. To the contrary.
























MASSING

Massing is simple and comprised of basic geometric forms. Two principal components of the house are the main space and the porch or "lean-to" rooms.

The main space is usually an elongated rectangle with the porch placed along the longer side of the main space.

The main space can also have an "L" configuration with the porch and entry placed inside the corner of the "L".

Homes are most commonly one or two story and often with the attic type space on the second level. Smaller homes and "Sunday houses" are usually one-and-a-half story.

ROOF DETAILS

Moderately steep gable roofs (6:12 to 10:12) for principal roof.

Slope changes are common as the roof transitions from main space to secondary rooms or the porch ("cat slide").

Gabled dormer facing the street is most common, but shed dormers are a part of the language too.

Overhangs are generally about 12 inches and eaves usually have open rafters.

DOORS & WINDOWS

Symmetrically placed doors and windows are typical, but well- balanced asymmetrical compositions are possible.

Windows are mostly individual with very occasional pairing.

Double hung windows with divided lights in both sashes (6 over 6, 4 over 4, and 2 over 2 are typical).

Small (sometimes square) awning or single-hung windows between the porch roof and the main roof are one of the characteristics of this style.

Trim is commonly wide, 4 to 6 inches on wood siding, brick moulding on masonry walls, with lintel often expressed.

PORCH / ENTRY

Generous front porch across full façade typically with low sloping roof.

Porches can be added to the main space or carved out of it. One or two stories.

Main entry is most common through the front porch.

Columns and beams are simple wood construction, sometimes with notching.

Porch flooring is typically wood or stone.

Porches are open and elevated from the sidewalk. Porch rail is an exception rather than the rule.

DETAILS

Chimneys are an important part of the house massing, usually placed at gable end.

Outdoor stair leading to the second story space is common, typically placed at the gable end and occasionally within the two-story porch.

Simple, almost austere detailing of homes is most prevalent. Occasional Victorian detailing and components can be found mixed with the basic style.

Painted shutters can be found (panel or louver) on single windows.

MATERIALS

Stone, in a variety of cuts and patterns, is the most common building material.

Other acceptable materials include wood siding (vertical and horizontal), wood logs (hewn), plaster (stucco), and Fackwerk (timber-framed walls with areas between timbers filled with small rock and then plastered).

Combinations of materials are also common – stone and logs, stone and siding, stone and plaster.

Most common roofing material is standing seam metal roof; natural or painted.



MODERATE PITCHE ROOFS WITH GENEROUS OVERHANGS; 1-1/2 STORY MASS WITH GABLE OR SHED DORMERS

EXPRESSION OF STRUCTURAL COMPONENTS

OPEN EAVES WITH EXPOSED RAFTER TAILS

PAIRED OR TAPERED COLUMNS ON STONEY BASES OR LOW WALLS

GENEROUS FRONT PORCH, USUALLY ELEVATED FROM THE GROUND











CRAFTSMAN - CHARACTERISTICS OF THE STYLE

The principal features of the style are low-to-moderate pitch usually multiple gable roofs with wide overhangs, unenclosed eaves with exposed rater tails, False beams, triangular knee braces and brackets are often applied at gable ends.

Generous porches with substantial columns and bases, usually elevated from the ground 3-4 feet. Columns are double or tapered and sit on strong bases or low walls. Bases are typically made of solid masonry construction. Sometimes railings are replaced by low walls.

Most front façade compositions are asymmetrical but symmetry is also an option and depends on the orientation of the principal roof. The base of the house is usually emphasized with a different and heavier material than the siding above. Stone, brick, or stucco are preferred.

Dormers are typical on 1 1/2 story designs, either gable or shed type. Usually they are not mixed. Wall materials include stone, brick, stucco, shingles, and horizontal siding. Ornamentation is restrained. Structural members are exposed where possible.

HISTORY AND CONTEXT

Stylistic eclecticism reached particular intensity in American architecture during the initial decades of the twentieth century. In other words, styles were influenced by each other and selective borrowing of components between the styles was not so unusual. By the end of the first decade of the new century, however, a uniquely different style called Craftsman bungalow was developing in California, the center of economic prosperity at the time.

The bungalow type small-to-medium-sized suburban house had emerged by about 1903, dramatically departing from customary American architectural practice in not borrowing from recognized antecedents. The bungalow takes its name from a remote predecessor, a vernacular cottage prototype found in Bengal, with which it shred vague formal similarities. It had been recognized as an especially suitable solution to the needs of the current housing boom, which required an unlimited individual variety in a basic prototype for reasonably priced domestic architecture appropriate to the climate.

With the design insight and talent of the Greene brothers in Pasadena, and Bernard Maybeck in Berkeley, the Craftsman bungalow grew into a significant statement of Arts and Crafts values skillfully adapted to the California life-style.

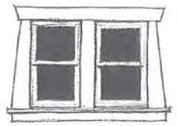
Typically of one-story, the standard form featured both a covered porch and a patio, and good size rooms configured in an open floor plan, which eliminated poorly lit entry halls. The plan was both functional and comparatively inexpensive in its wood, local stone, and often shingle construction.

As a result of bungalow's popularity in California, an abundance of pattern books was published. As the style spread, builders and developers throughout the country constructed whole neighborhoods with streets lined with this single-family house. Further, "kit" houses were manufactured and sold complete with precut timber, plans, fixtures and fittings.

As a result of these various factors, a large portion of American towns came to include bungalow suburbs before the end of the 1920s. The Craftsman bungalow was a dominant form of smaller-scale vernacular housing in America from about 1903 through the mid 1920s when it began to diminish in popularity.







Typical double-hung paired windows with tapered side trim and angled head trim

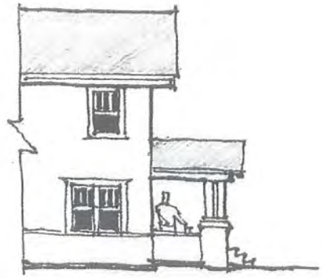


Picture window with flanking double-hungs with divided lites in upper sash





A shed-roof porch continues the line of the primary roof with a change in the slope



A gable-roof over an appended front porch









A small accent window



Arts and Crafts-style front doors



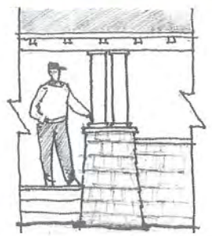




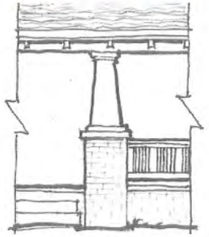




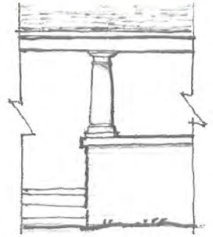




Short paired boxed columns on top of shingled, tapered pedestal



Wide tapered box column on brick base with wood railing



A round Tuscan column on top of a wood-sided low wall

MASSING

- Side gable, center gable facing the street, or cross gable with dormers
- 1-1/2 story massing compositions are encouraged
- Symmetrical or asymmetrical facade composition
- Emphasis on horizontal rather than vertical lines

ROOF DETAILS

- Medium-pitch gables (6:12 to 10:12) for principal roofs
- Principal roof ridge when parallel to street may continue down to cover porch, sometimes with a change in slope
- Gable or shed dormers only, but not mixed together
- Wide overhangs (24 to 30 inch) with unenclosed eaves
- Exposed rafter tails and soffits, with decorative cut ends encouraged

DOORS & WINDOWS

- Windows mulled together in pairs or threes
- Double-hung windows with divided lites in upper sash only
- Limited use of small accent windows and angled bays
- Wide trim (5 to 6 inch) with head trim extended past jamb trim or head trim with cap moulding
- Tapered side trim with head trim flared at ends

PORCH / ENTRY

- Full or generous porches, rarely less than one half the facade
- Tapered or double columns at least 10 inches wide may sit on wider tapered bases or low walls
- Porch bases are typically of solid masonry construction. Lattice treatments generally not appropriate.
- Porch masonry bases may continue as columns or as low walls instead of railings

DETAILS

- The base of the house (up to 1st floor level) should be emphasized with a different and heavier material than the siding above, utilizing stone, brick, or stucco
- False beams, triangular knee braces, and brackets applied at gable ends
- Half timber trusses or stick work in gable ends, porches, and dormers

MATERIALS

- Wall materials include stucco, horizontal painted wood, simulatd wood siding, or shingles
- Heavier materials such as stone and brick are encouraged at the base
- Gable ends may be treated with stucco and half-timbered elements
- Use of masonry confined to foundations, porch bases/columns, and chimneys



CURVED ROOF

MODERN USE OF WOOD
LACK OF ORNAMENT

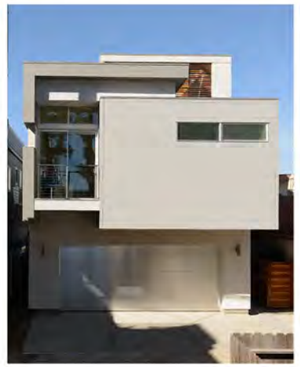
CLEAN LINES
HORIZONTAL EMPHASIS

OPEN TO THE STREET

VISIBLE INTERIOR
SPACE

DYNAMIC RELATIONSHIP
BETWEEN PARTS













HISTORY AND CONTEXT

Modern and contemporary are the two words used interchangeably to describe the architecture being built now as well what was called the International Style that originated in Europe in the late 19th and the first half of the 20th Century. However, even though there are some similarities and overlapping characteristics, there is a fundamental difference between the two. Contemporary architectural style is, literally, what is being created and built right now, contemporary way of building is not tied to one specific style – it is of the moment and borrows bits and pieces from a variety of styles and eras.

International style modern architecture, on the other hand, is described as an era-specific design style that breaks away from the pre-Industrial Revolution styles. Simply put, modern design is connected to the machine age and is typically referred to the period between 1920s and the late 20th Century.

The overlapping characteristics of both are:

1. Lack of ornament. Decorative moldings and elaborate trim are eliminated or greatly simplified, giving way to a clean aesthetic where materials meet in simple, well-executed joints.

2. Emphasis on rectangular forms and horizontal and vertical lines. Materials are often used in well-defined planes with vertical forms juxtaposed against horizontal elements for dramatic effect.

COMMON CHARACTERISTICS

3. Low, horizontal massing, flat roofs, emphasis on horizontal planes and broad roof overhangs. Modern homes tend to be on generous sites and tend to have meandering single-story plans. Many examples tend to blend with the ground and appear to be of the site, not in contrast to it.

4. Use of traditional materials in new ways. Materials such as woo, brick and stone are used in simplified ways reflecting a modern aesthetic. Traditional clap board siding is replaced with simple vertical board cladding used in large, smooth planes. Brick and stone are simple, unornamented and used in rectilinear masses and planes.

5. Use of modern materials and systems. Steel columns are used in exposed applications, concrete block is used as a finished material, concrete floors are stained and exposed, long-span steel trusses permit open column-free spaces, and radiant heating systems enhance human comfort.

6. Emphasis on honesty of materials. Wood is often stained rather than painted to express its natural character in both interior and exterior uses.

7. Emphasis on open, flowing interior spaces. Living spaces are no longer defined by walls, doors and hallways. Living, dining and kitchen spaces tend to flow together as part of one continuous interior space, reflecting a more casual and relaxed way of life.

8. Relationship between inside and outside. Use of large expanses of glass in effect brings the building's site into the building, taking advantage of the dramatic views and natural landscaping.

9. Generous use of glass and natural light. Windows are no longer portholes to the outside, but large expenses of floor to ceiling glass providing dramatic views and introducing natural light deep into the interior of homes.









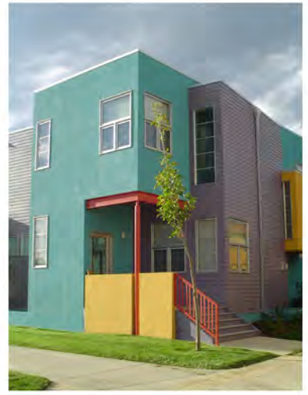












WORKING WITH TRADITION

How we use tradition in our designs without degrading it, and how we make a meaningful contribution to it, are tantalizing conundrums for many of us. Products and materials used in the 19th century are not readily available today, and the craft of home building that created historic Texas neighborhoods and towns is all but lost in today's construction industry.

The approach that seems to be instructional in designing new houses and other buildings can be called "imitation and innovation." By imitating, we try to penetrate into the underlying reasons and principals behind the design, and by innovation, we try to contextualize today's technology to reflect and serve tradition and at the same time take advantage of modern materials and means of production and construction. The point is not to copy, but to emulate. Our attempts should be not to reproduce details to a "tee," but rather to recreate the scale and formal richness of traditional homes and neighborhoods.

IMITATION AND INNOVATION

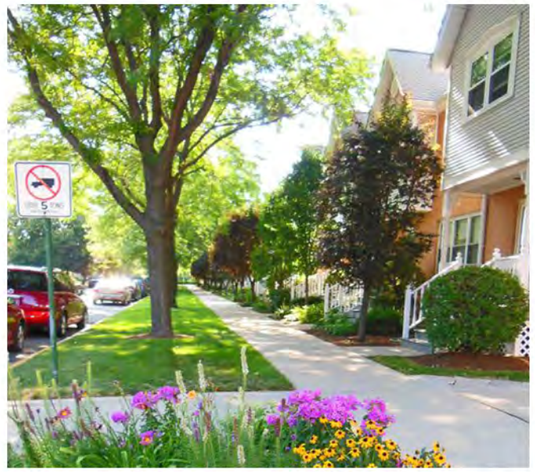
Traditionally inspired architecture, also called Neotraditional, does not copy historic architecture. We could say it engages the past in both dialog and competition. Imitation is both an engagement with tradition and an opportunity to expand, redefine or illuminate a part of it. Imitation is working from precedent; it enables architect to absorb the experience of the past and use it to complete the task at hand. Traditional solutions, however, are not always appropriate and an informed rejection of traditional design principles, after due consideration, is always an option. What is critical, though, is the understanding that the precedent represent a norm of some sort and that without the norm there could be no innovation.

The power of the past to inspire and instruct is significant and should not be easily discarded. In the time of sweeping changes in the design and construction of the built environment, drastic technological innovations in the production of architectural design and death of hand drawing as we know it, acceptance and use of traditional design principals can have a deeply humanizing effects on our work today.

F. General Landscape Standards

1. Horizontal Layering, Vertical Layering
2. Street Trees, Front Lawn, Alley Landscape
3. Fence Design, Fence Types, Height, Materials

















GENERAL LANDSCAPE STANDARDS

These landscape standards outline the essential landscape components that complement and enhance neighborhood character. Their purpose is to ensure the quality development of a pedestrian friendly environment and help create dynamic places that support a sense of place and livability within the neighborhoods. As it matures, well-executed landscape creates intimate outdoor rooms, defines and reinforces entrances to homes, and enhances the architecture. These minimum standards help define and express the private realm, as well as ensure that public space reflects the neighborhood identity and offers physical and psychological comfort.

GENERAL

- Residential landscape design usually includes three social realms used to organize space – public, semi-public, and semi-private. The landscape in these social realms enhances the streetscape and creates comfortable urban environments for pedestrians
- Landscape should be designed in a series of sections to provide clear distinctions between spaces of different privacy levels

HORIZONTAL LAYERING

- Horizontal layering. The first horizontal layer starts at the curb and includes the sidewalk and the tree lawn. It provides continuity along the street
- Second horizontal layer (transitional) starts at the back of the sidewalk and extends to the base of the porch. Here, the front yard lawns, plant beds, and fences establish privacy boundaries
- The semi private realm is defined by the front edge of the porch and the face of the building. Elevated above the sidewalk and set back, this space allows for hanging planters, window boxes, and private furnishings

VERTICAL LAYERING

- Vertical layers are overhead elements, eye-level elements, and ground-level elements.
- Trees provide spatial structure and shade to the street. Their canopies also offer a sense of enclosure and create framework for smaller gardens.
- The second layer adds color and human scale with hedges, walls, fences and perennial borders. It links the house to the ground.
- The third layer, groundcover and paving, generally respect the edges of home and the porch, and should support architecture and frame private entrances.

SUSTAINABLE DESIGN PRINCIPLES

Increase the use of vegetation and shade to minimize impervious surfaces. Using native and drought-tolerant plant species to conserve water, minimize maintenance, and support wildlife. Using materials and construction methods specific to the region and referencing history, culture, and climate. Maximizing the use of renewable and indigenous resources in site development and management. Minimizing the demand for and recycling resources such as water, energy, and materials. Using state and local Best Management Practices (B.M.P.) to reduce storm water run-off.

Structural BMP:

- Porous landscape detention
- Porous pavement detention
- Grass swales
- Grass buffers

Non-structural BMP:

- Recyling organic materials
- Disposal of household waste and toxics
- Control of erosion during construction
- Preventive maintenance





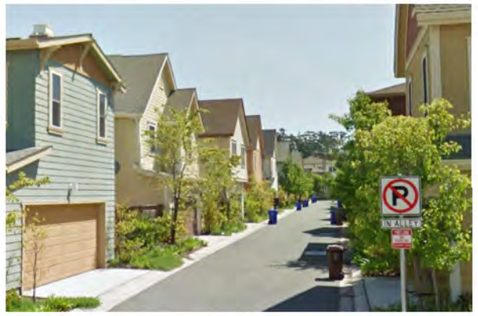
























STREET TREES

Street tree plantings are required along all public streets. Trees should be aligned in strait rows, parallel to the curb, and centered on the tree lawn.

Approximate distance between street trees should be 30 ft or less.

All trees must be at least 10 ft from adjacent utility lines and street light posts.

Use the following minimum tree sizes:
Boulevard – min 3" caliper
Residential streets – min 2.5" caliper
Courts – 2.5" caliper.

FRONT LAWN

Use native grasses as much as possible for front and tree lawn planting.

Adjust tree spacing to accommodate side-driveways for front loaded lots, while maintaining a regular tree pattern.

For both front lawn and tree lawn widths consult Street Sections and Street Matrix.

ALLEY LANDSCAPE

Plant in the 4-foot utility easement with one shrub every two feet of alley frontage per lot. Plant groundcovers in areas not covered with shrubs.

Plant shrubs 2 feet from the property line.

Drip-irrigate the shrubs and sub-surface drip for groundcover.

Use of native and drought-tolerant plants in the alley is greatly encouraged.

Landscaping shall be provided to adequately screen utility pedestals and transformers.

UTILITIES

Transformers and pedestals should be accommodated within the 4-foot easement. Encroachments into private yards, if needed, are allowed.

Building and fences must be placed with adequate distance from utility structures.

Plant shrubs near the base of utility structures to enhance or camouflage their appearance.

CHARACTER

Use of native plants is greatly encouraged. Wherever possible, plant fruit-bearing trees and small orchards.

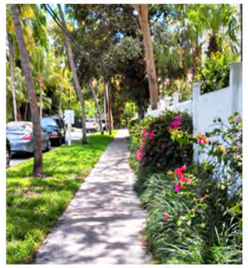
Use low hedges (max 36" high) and to delineate property boundaries. When used, they should be continuous along the front and side property line along the street.

Use walls to create privacy and extend architectural elements into the landscape.















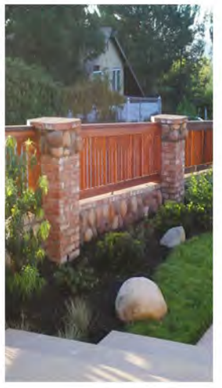






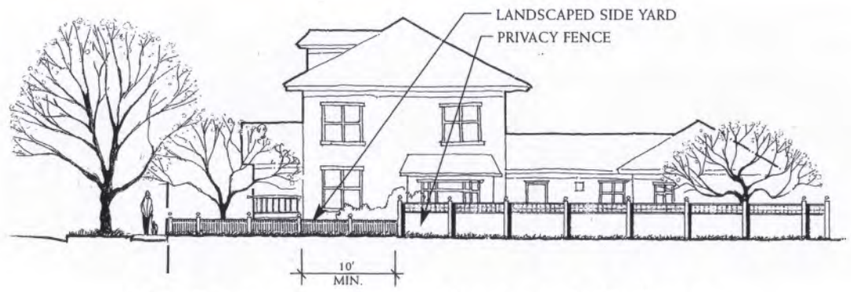












Setting the privacy fence a minimum distance from the front buildng wall allows for a better landscape area between homes.

FENCE DESIGN

Fences and walls further define private areas around a residential structure. Coordinate the design and materials of these elements with the design and materials of the house in terms of color, materials, scale, and quality and detail.

The design and installation of front yard, side yard, and rear yard fencing, as well as low walls and hedges, should not interfere with street visibility and distance requirements.

Fence design needs to be approved by the DRC or the Town Architect.

FENCE TYPES

There are three parts of the perimeter fence – front yard fence, transition fence, and privacy fence.

Front yard fence is located at the front of the lot and on the sides back 10 feet from the building facade.

On corner lots the fence should run 20 feet from the front of the building façade and perpendicular to it.

Rear fence can be on the property line, or within 4 feet of it.

FENCE HEIGHT

Front yard fence should be no more than 36 inches high.

Transition fence is 12" to 18" higher than the front yard fence.

Privacy fence is usually 72" high.

A variety of fence design is encouraged and extended runs of similar fence design is discouraged.

MATERIALS

Picket fence shall be made of painted wood. A 20% transparency rate is required for front yard picket fences.

Transition fence is typically stone or masonry or material appropriate to the principal building materials.

TRASH ENCLOSURE

Screen all trash receptacles from the alley. Place containers behind the privacy fence, within an enclosed trash storage area, or in the garage.

Make the trash enclosure of similar material and color as the privacy fence or primary structure.

Screening must be 12" higher than the object being screened, up to a maximum of 72".

BUILDING BASTROP

HONORING OUR AUTHENTIC PAST.
PLANNING FOR OUR SUSTAINABLE FUTURE.

Building Bastrop Policy Statement:

A Purpose Statement and Explanation for all development related code revisions and rulemaking procedures to ensure clarity and consistency.

What is Building Bastrop?

The City of Bastrop launched **Building Bastrop** on August 15, 2018 to create a new set of tools that will support the community in a responsible manner for generations to come. It is all about connecting people to policy. It is about humanizing an otherwise complicated and mundane process of rewriting the City's land-use regulations. It is about the journey that the City of Bastrop has taken to get to this point, weaving together its history and the philosophies that define authentic Bastrop. It is about love, community pride, and defining the City's way of life. It's about Building Bastrop together. Honoring our authentic past. Planning for our sustainable future.

Why is Building Bastrop Important?

Planning for the Next 100 Years: Bastrop, Texas, established on June 8, 1832 making it one of the oldest towns in Texas, will celebrate its 187th birthday in 2019. Bastrop will celebrate 200 years as a city in 2032, just 13 years in the future. The original settlers of Bastrop discovered a lush landscape where several geographies of Texas collide along the banks of the Colorado River. They set out to build a unique and lovely place for the future. Using the tools they had at the time to plan a logical path for growth going forward, they laid the foundation for a resilient community. The geography of the area, the development pattern of the land, and the organization of the buildings established a pure and authentic Texas town. How the City uses the information, gifted from the founders, to guide Bastrop's future is the journey the City must afford itself to take, today, especially since existing codes and regulations would prevent such development from occurring today.

Comprehensive Plan Goals: The City updated its Comprehensive Plan in 2016 with significant participation from the community. Known as Comprehensive Plan 2036, it provides an innovative vision for all aspects of the community including transportation and land-use. This plan also recognized the detrimental effects of sprawl development. The Comprehensive Plan 2036 defines sprawl on Page 2-7 as "a spatial development pattern or condition that occurs when large tracts of land are devoted to a single use (single-use zoning); where individual buildings take up increasingly large portions of land (low-density development); and the only way to navigate from one area to another is by automobile (auto-dependency)."

Aging Infrastructure: 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.

Significant Growth: Year after year, Central Texas continues to top the charts as one of the fastest growing regions in the nation. The ever-growing industries and influx of people moving to the area create substantial opportunities and challenges for the cities in the metro area. Austin's high housing costs, unresolvable traffic congestion, and limited room for growth, created a shortage of attainable housing in Austin proper. Furthermore, its complicated and outdated development code and process further exacerbate the problems. The development patterns in these cities are on a scale, which is out of compliance with the way cities were historically built. There are many serious challenges associated with the pattern of development, referred to as sprawl. They range from the scale, speed, and cost of the streets to the separation of land uses, housing types, and isolation of schools, businesses and civic facilities. Terms often associated with suburban sprawl are placeless places, generic neighborhoods, or anywhere America.

The Need to Get Development Right: Bastrop is facing significant growth, and like most communities, has one shot to get it right! Bastrop currently lies just east of the rapid sprawling growth. It may not be long before the massive growth pressures arrive. As the growth heads eastward, it is imperative Bastrop understand its options and defines the path for its future or it too, could be a place run over with placeless characteristics. As the City of Bastrop prepares to take an eye-opening journey of planning a resilient City for the generation of today, and ones of the future, a connection must be made to understand and respect the history that shaped its past, while planning for a sustainable future.

Building Bastrop Purpose Statement Adopted by Bastrop City Council:

Create a fiscally sustainable community through land-use regulations that are Authentic Bastrop and geographically sensitive.

What does this Purpose Statement Really Mean?

Fiscally sustainable is the ability of a government to sustain its current spending, tax, and other policies in the long-run without threatening government solvency or defaulting on some of its liabilities or promised expenditures. In recent years, local governments have come to understand that suburban sprawl will never lead to fiscal sustainability.

All infrastructure is built as a part of a new development and typically paid for by the developer. The developer pays for the installation one time. The City pays to maintain and/or replace the infrastructure in perpetuity. Yet, the revenue generated from "sprawl" development does not cover the cost of the maintenance and/or replacement of its infrastructure leaving a deficit for the community to have to cover through other sources of revenue or risk letting their infrastructure decline to the point of catastrophic failure.

The City of Bastrop cannot fix the aging infrastructure it has, much less take on any additional infrastructure. Rather than play the "blame game," City Council is playing the "responsibility game." Recognizing that you cannot solve a problem with the same level of thinking that creating it, the City Council is changing the way the City addresses development through the creation and adoption of fiscally sustainable development standards, as noted in the Comprehensive Plan 2036.

Goal 2.1.1.2 of the Comprehensive Plan states "Prepare and utilize a fiscal impact analysis tool when determining the value of annexing property, or when reviewing proposed planned developments or other development proposals". The City of Bastrop hired Verdunity, Inc. to develop a fiscal sustainability model, which will do two (2) things. First, determine how unsustainable existing development is in Bastrop. Second, provide a mechanism to ensure all development built in the future IS fiscally sustainable.

Long term, fiscally sustainable development has to be a win-win for both the City of Bastrop and the development community. The development standards must be economically viable for the developer to build, while generating sufficient revenue for the City of Bastrop to maintain and replace the required infrastructure in perpetuity.

Authentic Bastrop. Authentic means being so in fact, genuine, not fraudulent or counterfeit. In order to be authentic, every development principle, philosophy, etc. that is included in any development related code revision or rulemaking procedure must meet the Building Bastrop Purpose Statement. There cannot be a "cut, copy, and paste" mindset using another city as a model when writing regulations. Every principle, philosophy, etc. included must have a proven history of meeting the elements required in the Purpose Statement, specifically tailored to fit Bastrop.

Geographically sensitive recognizes the differences in geography that exist in Bastrop, which can affect development. For example, part of Bastrop is located on a bluff. Part of Bastrop is flat. Part of Bastrop has clay soil. Part of Bastrop has various sandy soils. There is significant floodplain in Bastrop created from the Colorado River, Gils Branch, and Piney Creek. State Highway 71, a four-lane highway running east/west through Bastrop, creates a physical barrier challenging non-automobile related transportation. Union Pacific Railroad runs through the middle of the community with twelve (12) crossings. The Lost Pines Forest is a unique 13-mile belt of loblolly pines in the City of Bastrop, its extraterritorial jurisdiction (ETJ), and the County. A portion of Bastrop is included in the Lost Pines Conservation Area for the Houston Toad, an endangered species. Therefore, all codes must acknowledge the environment rather than taking a "one-size-fits-all" approach that can lead to the creation of detrimental development.

What are the Elements of Fiscally Sustainable?

In October 2018, SimpleCity Design presented a report on Bastrop DNA Analysis, an in-depth analysis of Downtown Bastrop's anatomy and how it functions as a complete neighborhood. The analysis serves a starting point to inform the conversation as the City plans for implementing new development standards mentioned within the Comprehensive Plan, not just Downtown, but city-wide. The DNA analysis quantified various elements of the original city fabric and captured the patterns of the built environment, which will inform the future of the City through integration into new locally made development standards.

The configuration of streets, buildings, and infrastructure have served Downtown Bastrop patrons, residents, and businesses for hundreds of years, and the value of the built environment continues to rise. The day the buildings were built Downtown was the lowest value they have ever had. The flexibility in design allows market trends to shift with little to no change to the built environment or street network.

Grid. Downtown Bastrop is laid out in an almost perfect series of small gridded blocks that are 330' X 330'. The gridded network of streets is a fundamental element, which creates the most effective and efficient structure for cities to be walkable, flexible, and timeless.

The grid creates flexible blocks. A block could be used as a farm lot, a series of small houses, main street buildings, or even a skyscraper, without reconfiguring the network of streets. The blocks provide a variety of density levels, lot sizes, and organization to fit what the market supports at that time in history.

Streets are sized appropriately to the scale of the buildings and lot makeup. Infrastructure is gridded and provides a series of intersections for redundancy. A natural hierarchy of streets are

determined by building forms and land uses. Bike routes from existing infrastructure can be created based on the use and the design of existing streets. The navigable design makes it easy to move around on food, bike, skateboard or car with endless options for routes.

Diverse building types throughout Downtown Bastrop create fiscally viable options for small businesses and residents, with a variety of income levels. The integration of small buildings, located alongside larger buildings and small houses, located adjacent to larger homes, support a mix of options for people looking to move or open a business in Bastrop.

Walkable Place. Downtown Bastrop was built with clear and logical intentions, from the layout of the streets, the location along the waterfront, the orientation of the buildings, to the variety of building scales and types. The makeup of the original town functioned well for the population then and functions well for the population now. Downtown functions as a complete neighborhood, providing easy access to a wide range of services, housing types, office space, and parks and civic space with a comfortable walk, bike ride, or drive away. The arrangement of the small gridded network of streets further enhances the options provided to the people in Downtown.

It is important to note that Americans walk about a ¼ of a mile or a five (5) minute walk to services or places of interest. However, when the environment is comfortable, shaded and welcoming, they will walk about ½ of a mile. Bastrop's gridded tree-lined streets make it easy to access nature, services and restaurants all within a close proximity creating real opportunities for a walkable neighborhood.

Timeless place. The overall organization of the built environment Downtown Bastrop is timeless. It has already proven to withstand the test of time related to the introduction of cars, new market demands, new housing trends, how services are delivered, and how people choose to live in the modern world.

Key elements, which make Downtown Bastrop timeless and fiscally sustainable, include:

- the continuous rows of buildings and how they address the street;
- flexible space and building types to support a range of businesses and housing options;
- existing resources, infrastructure, and buildings are easily adaptable for modern trends;
- the blocks provide a variety of density levels, lot sizes, and organization to fit what is supported at that time in history;
- the shopfronts and ground floor characteristics at the street edge;
- upper story space to house offices, residents, or artists/creative spaces;
- awnings and street trees shading wide sidewalks;
- parks and civic spaces integrated into the built form of the City;
- human scale signs informing people what comes next;
- products spilling into the sidewalks from nearby storefronts;
- incremental development and lack of uniformity creates an inherit visual interest; and
- the people who live, work, and own shops and businesses Downtown.

Golden ratio, also known as Fibonacci sequence. Timeless, walkable places must be visually appealing, comfortable, and built to scale. The golden ratio, also known as divine proportion, appears in art, nature, and science including flower petals, pinecones, shells, trees, and storms. Utilizing the golden ratio into development standards provides a mathematical equation for creativity, when most architects and engineers of today's era have experience in "suburban sprawl" development techniques.

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 9R

TITLE:
Consider action to approve the second reading of Ordinance No. 2019-53 of the City Council of the City of Bastrop, Texas adopting the Bastrop Building Block Technical Manual("B3TM"), as attached in Exhibit A; providing for findings of fact, adoption and amendments, a repealer, severability, and enforcement; establishing an effective date.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager/Interim Director of Planning and Development

BACKGROUND/HISTORY:
Building Bastrop launched on August 15, 2018 to create a new set of tools that will support the community in a responsible manner for generations to come. Building Bastrop is all about connecting people to policy. It is about humanizing an otherwise complicated and mundane process of rewriting the City's land-use regulations. The City of Bastrop is taking a journey, weaving together its history and the philosophies that define authentic Bastrop. It is about love, community pride, and defining the City's way of life. It's about Building Bastrop together, honoring our authentic past, and planning for our sustainable future.

City Council adopted a purpose statement and policy statement for Building Bastrop Codes at their February 26, 2019 regularly scheduled meeting. The purpose statement is as follows:

> ***"Create a fiscally sustainable community through land-use regulations that are authentic Bastrop and geographically sensitive."***

Building upon the purpose statement, the Council approved a policy statement (attached) to offer an explanation on key concepts that must be utilized for all development related codes to ensure clarity and consistency. The Building Bastrop Policy Statement provides clarity and consistency to all code revisions and rulemaking procedures that impact development in the City of Bastrop. The policy statement covers the following:

- What is Building Bastrop.
- Why Building Bastrop is important.
- Building Bastrop Purpose Statement.
- What the Purpose Statement really means.
- What the elements of Fiscally Sustainable are.

The patterns of the built and natural environment of Bastrop, the Comprehensive Plan, the Iredell Map, and the DNA of Downtown captured in the DNA Report were used to inform and shape the standards of the B^3 Code. Public input was captured through a series of Rodeos, focusing on city design, and the B^3 Code specific standards. The Rodeos provided a fun, open platform for

participation and for real conversations to be held in many public forums. The standards that makeup the basic Building Blocks of Bastrop were formulated during the process. Code Standards are meant to be flexible and adjustable with the new ideas being produced for modern construction.

Bastrop welcomes development through:

- The B^3 Code standards;
- The B^3TM specifications; and
- The Pattern Book's guidance.

The Bastrop Building Block Technical Manual, referred to as the B^3Technical Manual or B^3TM, aligns and supports standards, requirements, and processes within the B^3 Code and all associated chapters of the City of Bastrop Code of Ordinances, relating to or involving development, health, and safety of the City. The B^3TM ensures construction of both the public and private realm's built environments achieve the longevity and vitality representative of Downtown Bastrop. The B^3TM is written to be geographically sensitive, fiscally sustainable, and authentically Bastrop to ensure development complies with the long-term goals of the community.

POLICY EXPLANATION:
Section 10 - Changes and Amendments to all Zoning Ordinances and Districts, and Administrative Procedures, 10.2 Authority to Amend Ordinance, states that:

"The City Council may from time to time, after receiving a final report thereon by the Planning and Zoning Commission and after public hearings required by law, amend, supplement, or change the regulations herein provided or the boundaries of the zoning districts specified on the Zoning Map. Any Ordinance regulations or Zoning District boundary amendment may be ordered for consideration by the City Council, be initiated by the Planning and Zoning Commission, or be requested by the owner of real property, or the authorized representative of an owner of real property."

SIGHT DISTANCE TRIANGLE:
To resolve Council Member Jackson's concerns regarding Sight Distance Triangles, Section 2.1.011 Sight Triangles has been added to the B3TM and the definition of Sight Triangles has been updated in the B3 Code to reflect this addition.

FUNDING SOURCE:
N/A

PLANNING AND ZONING RECOMMENDATION:
At the regular meeting on September 26, 2019, after holding a public hearing, the Commission recommended approval of the Bastrop Building Block Technical Manual by a vote of 6-2.

RECOMMENDATION:
Consider action to approve the second reading of Ordinance No. 2019-53 of the City Council of the City of Bastrop, Texas adopting the Bastrop Building Block Technical Manual("B3TM"), as attached in Exhibit A; providing for findings of fact, adoption and amendments, a repealer, severability, and enforcement; establishing an effective date.

ATTACHMENTS:

- Ordinance
- B^{3}Technical Manual
- Building Bastrop Policy Statement

ORDINANCE 2019-53

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ADOPTING THE BASTROP BUILDING BLOCK TECHNICAL MANUAL ("B3TM"), AS ATTACHED IN EXHIBIT A; AND PROVIDING FOR FINDINGS OF FACT, ADOPTION AND AMENDMENTS, A REPEALER, SEVERABILITY, AND ENFORCEMENT; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

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

WHEREAS, the Bastrop City Council ("City Council"), as a duly-elected legislative body, finds that it is facing significant historic and contemporary land use challenges that existing regulations were not designed to address; and

WHEREAS, the City Council finds that the City has been actively and diligently engaged in its assessment of the City's drainage and regulatory program, including evaluating its subdivision ordinance, zoning codes, and the uniformity of its permitting process and goals; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, Texas Local Government Code Chapters 211, 213, 214 and 217 grant the City certain regulation authority concerning construction, land use, nuisances, structures and development-related activities; and

WHEREAS, the City seeks to ensure that impending and future development is conducted in a fiscally-sustainable and environmentally responsible manner that honors the City's rich heritage and unique ecological makeup; and

WHEREAS, the City will change drastically if unlimited growth and development should occur under the City's existing Code of Ordinances, which no longer adequately address concerns about the effect of development on the City; and

WHEREAS, the City Limits and Extraterritorial Jurisdiction (ETJ) are comprised of a combination of ecological and topographical features that create significant drainage and development challenges when using the one size fits all approach; and

WHEREAS, the City Council finds that dormant, outdated, and stagnant projects pose a substantial harm to comprehensive planning and responsible drainage management as well as to traffic safety and human health; and

WHEREAS, the City Council favors the development of construction projects in accordance with current regulations that are based on modern standards and state-of-the-art technology; and

WHEREAS, the City Council seeks to apply up-to-date regulatory systems to projects to the extent reasonably possible and within the confines of the law; and

WHEREAS, House Bill 3167 of the 86th Session of the Texas Legislature requires that a subdivision development plan, subdivision construction plan, site plan, land development application, site development plan, preliminary plat, general plan, final plat, and replat be approved, approved with conditions, or disapproved by staff and/or Planning & Zoning Commission within 30 days of submission or it is deemed approved by inaction; and

WHEREAS, on February 26, 2019, the City Council adopted a policy statement to ensure clarity and consistency for all revisions and additions to the City's land-use regulations; and

WHEREAS, on August 14, 2018, the City Council adopted a temporary moratorium on new development that would be detrimental to the citizens of the City and ETJ based on current land-use regulations; and

WHEREAS, on April 23, 2019, the City Council repealed the temporary moratorium and adopted an Enhanced Permit Review process and an updated Stormwater Drainage Design Manual to streamline new development while protecting the citizens of the City and the ETJ from detrimental development; and

WHEREAS, the City has hosted several events in the community to share future development plans and solicit community input on future development: on April 10, 2019, the City hosted a Transportation and Drainage Rodeo; on May 9, 2019, the City hosted a Code Update Rodeo to preview elements of the new draft code; on June 8, 2019, the City hosted a Pop-Up Street Project; and on June 26, 2019, the City hosted a Community Open House; and

WHEREAS, the draft Bastrop Building Block (B3) Code, the draft Bastrop Building Block Technical Manual, and the draft pattern book were released for public review and comment on May 24, 2019; and

WHEREAS, a Technical Manual Review Meeting was held on August 22, 2019, to solicit public comments on the Bastrop Building Block Technical Manual; and

WHEREAS, the Bastrop Building Block Technical Manual was approved by the Planning and Zoning Commission on September 26, 2019.

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

SECTION 1. FINDINGS OF FACT The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. ADOPTION AND AMENDMENT The City Council hereby adopts the Bastrop Building Block Technical Manual ("B3TM"), as attached in Exhibit A.

SECTION 3. REPEALER In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 4. SEVERABILITY If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 5. ENFORCEMENT The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 6. EFFECTIVE DATE This Ordinance shall be effective immediately upon passage and publication.

SECTION 7. OPEN MEETINGS It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ & ACKNOWLEDGED on First Reading on the 22nd day of October 2019.

READ & APPROVED on the Second Reading on the 12th day of November 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Bastrop Building Block Technical Manual

BASTROPTX
Heart of the Lost Pines
Est. 1832

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CHAPTER 1: DEVELOPMENT PROCESS

This chapter presents the City of Bastrop's development process to assist design professionals and development applicants in preparing plans and reports needed for project development. It identifies requirements for preparing improvement plans and documents to submit for City review and approval.



NEW NEIGHBORHOOD WITH A RANGE OF PLACE TYPES, P3-P5 AND CS WITH EC SURROUNDINGS.

1.1 DESIGN STANDARDS AND POLICIES

1.2 DEVELOPMENT PROCEDURES

1.3 APPLICATION TYPES

1.4 PUBIC HEARING AND NOTICE

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1.6 CONSTRUCTION DOCUMENT REQUIREMENTS

ARTICLE 1.1 DESIGN STANDARDS AND POLICIES

SEC. 1.1.001 PURPOSE OF THE B³ TECHNICAL MANUAL

The Bastrop Building Block Tech Manual, referred to as the B³ Technical Manual, aligns and supports standards, requirements, and processes within the B³ Code and all associated chapters of the City of Bastrop Code of Ordinances, relating to or involving development, health, and safety of the City.

The B³ Technical Manual ensures construction of both the public and private realms built environments achieve the longevity and vitality representative of Downtown Bastrop.

The B³ Technical Manual is intended to be geographically sensitive, fiscally sustainable, and authentically Bastrop and to ensure development complies with the longterm goals of the community.

SEC. 1.1.002 ADOPTION AND MODIFICATIONS TO B³ TECHNICAL MANUAL

(a) Adoption:

This manual has been adopted by ordinance by the City Council, in its current form on XXXX. The City Council's Ordinance, with a copy of the B³ Technical Manual are maintained on file with the City Secretary.

(b) Modifications:

The Development Review Committee, referred to as the DRC, must review these standards annually. If modifications are necessary, the DRC shall consolidate a list of recommendations to be prepared for City Council. City Council may adopt modifications to the B3 Technical Manual by Ordinance.

ARTICLE 1.2 DEVELOPMENT PROCEDURES

This section provides details of the City's development process, that includes a pre-application meeting and site visit, development application, construction document review and permits, temporary construction, inspections, and/or issuance of a Certificate of Occupancy (CO).

This section also includes information about the City's public hearing process and public notification requirements.

SEC. 1.2.001 DEVELOPMENT REVIEW COMMITTEE (DRC)

The City of Bastrop Development Review Committee (DRC) is comprised of City staff who oversee the development

process. The DRC can approve applications that meet the intent, standards, and requirements, if the development is deemed administratively approvable and requires no public hearing by state law or by the B^3 Code.

The DRC is committed to working with each applicant throughout the process to meet the intent of the B^3 Code Place Type allocations of the City, and the goals of the adopted plans and policies.

Development in Bastrop will be facilitated by the DRC, a collaborative team of staff members dedicated to development projects success. The DRC will conduct a series of technical reviews and analysis of each development in a holistic manner. The intent is to provide quick turnaround reviews, reduce comment conflicts, and to provide consistent feedback to each applicant and development.

SEC. 1.2.002 UNIFORM SUBMITTAL DATES

(a) Annual Adoption of Schedule of Uniform Submittal Dates for Site Plans, Place Type Zoning changes, Plats, Public Improvement Plans, and Neighborhood Regulating Plans.

(b) City Council will annually adopt Schedule of Uniform Submittal Dates in September in order to comply with Texas Local Government Code Chapter 212 for Place Type Zoning applications, Site Plan applications, Public Improvement Plan applications, Plat applications, and Neighborhood Regulating Plans. The Schedule of Uniform Submittal Dates will include dates when applications will be accepted, when review for completeness checks will occur, when the Planning & Zoning Commission will meet, and/or when administrative decisions by the Director of Planning & Development and City Engineer will occur.

SEC. 1.2.003 DEVELOPMENT PROCESS

(a) The development application submittal and review process consists of submitting a development application to the City and obtaining review of the development proposal by the DRC.

(b) The submittal and review process includes:

(1) A pre-development meeting and site visit;

(2) Application submittal and review, that may include public participation;

(3) Application approval:

A. Administrative decision; or

B. A recommendation and subsequent decision from one or more of the following public hearing bodies:

i. Zoning Board of Adjustment (ZBA),

ii. City Council, and/or

iii. Planning and Zoning Commission.

iv. Refer to Table A for the specific review processes.

(4) Application for construction document review and permits;

(5) Inspections; and,

(6) Certificate of Occupancy.

(c) Detailed Development Process:

(1) Step 1: Pre-development meeting and site visit:

A. Development activities begin with a pre-development meeting request to the City. Go to the City of Bastrop website at https://www.cityofbastrop.org/page/plan.newdevelopmentprocess for pre-development application details and scheduling.

B. The primary purpose of the pre-development meeting is for staff to help identify the scope of the development proposal, so that the City can determine the appropriate submittal requirements and process(es), including whether the development will require administrative or public approval.

C. The site visit will:

i. Identify the geographic center of the development;

ii. Key features to be preserved on the lot(s);

iii. The appropriate Development Patterns;

iv. Environmental/ infrastructure constraints; and

v. Placement of the mandatory street network and blocks.

(2) Step 2: Development application submittal and review:

A. After the development application submission is deemed complete, the Planning and Development Department will distribute the application to members of the DRC and begin the review process. Review times vary upon whether approval is achieved administratively or through the public hearing process.

   i. See Table 1.4.001B to determine if public notification is necessary before submitting a complete development application.

   ii. Once a complete development application is deemed completed and accepted, the Planning and Development Department manages the application and follows the specific review processes per application type identified in 1.4.001A.

   iii. See review timelines and checklists in Bastrop Development Manual.

B. After review of a development application that requires only an administrative decision, staff will notify the applicant with the following:

   i. List of issues to be resolved before a decision will be made on the application; or

   ii. A written decision on the application.

C. The development of a detached residential building in Place Type Neighborhood "P3" or Neighborhood Mix "P4" on a platted lot or a lot of record, that complies with current Place Type district development standards, may proceed with construction document review and permits.

D. All other development proposals must submit a development application through the Planning and Development Department for approval before obtaining approval of construction document review and permits.

(3) Step 3: Application for construction document review and permits:

   A. Step 3 consists of preparing and submitting construction documents for review and obtaining permits for construction activities.

B. Refer to Article 1.3 - Application Types for the detailed requirements for applications and submittals.

C. Construction Documents may be submitted with the second review of the Development Application to the Planning and Development Department.

(4) Step 4: Inspections:

A. All permitted construction activities must be inspected by the City.

B. Inspections forms and checklists will be provided by the Planning and Development Department.

C. Refer to Article 1.5 - Permitting - for Inspection information.

(5) Step 5: Certificate of Occupancy and Certification of Shell Building:

A. The Certificate of Occupancy (CO) or Certification of Shell Building is issued in accordance with the City's adopted building and fire codes once the City has determined that all requirements have been satisfied.

B. See International Fire Code and local amendments for requirements.

ARTICLE 1.3 APPLICATION TYPES

SEC. 1.3.001 PRE-DEVELOPMENT

The specific pre-application submittal requirements vary by application type. Refer to the Pre-Development checklist at the Planning and Development Department or the website here, or at https://www.cityofbastrop.org/page/plan.newdevelopmentprocess.

(a) All pre-development require the following:

(1) Completed pre-development checklist; and

(2) Application narrative.

(b) Optional items:

(1) Site map and photos;

(2) Conceptual plans;

(3) Aerial photo;

(4) Existing utilities; and,

(5) Drainage.

(c) Format:

(1) The pre-development meeting between City staff and the applicant to discuss a proposed development application typically lasts 30 to 60 minutes.

(2) Staff will contact the applicant to schedule the pre-development meeting within 5 days of receipt of the pre-development request.

(3) In general, the pre-development meeting is scheduled within 2 to 3 weeks of the receipt of the pre-development request. Information exchanged at the pre-development meeting allows City staff and the applicant to come to a more complete understanding of the size, scope, and feasibility of the proposal.

(d) Outcomes:

Based on the discussion at the meeting and site visit, the proposal will be processed by the Planning and Development Department:

(1) To determine if the application may be processed administratively or require a public hearing to obtain a decision on the application once submitted.

(2) To provide the applicant with the appropriate development application checklist(s) and any related information; or,

(3) And may require additional information to be submitted, and a subsequent pre-development meeting to be conducted for further review.

SEC. 1.3.002 ZONING CONCEPT SCHEME APPLICATION

(a) A Place Type zoning change application is known as a "Zoning Concept Scheme." The Zoning Concept Scheme submittal shall include the following documents in order to be deemed a complete application submittal. All submittals shall be delivered to the Planning and Development Department in accordance with the approved Uniform Submittal Schedule. Incomplete submittals will not be accepted by the Planning and Development Department.

(b) The Zoning Concept Scheme shall include:

(1) A map and boundary of the proposed area;

(2) A scaled drawing showing types and location of proposed place types and Building Types;

(3) Thoroughfares and preliminary lot arrangements;

(4) A Sketch Drawing that shows the size, type and location of buildings and building sites, access, density, building height, fire lanes, screening, parking areas, landscaped areas, and project scheduling;

(5) Physical features of the site including a scaled drawing showing major existing vegetation, natural water courses, creeks or bodies of water and an analysis of planned changes in such natural features as a result of the development. This shall include a delineation of any flood prone areas;

(6) Any existing thoroughfares and easements;

(7) Location of proposed public open spaces or civic spaces;

(8) The points of ingress and egress from existing and proposed streets;

(9) A landscape plan showing turf areas, screening walls, ornamental planting, wooded areas to be preserved, and trees to be planted. The landscape plan should provide types of plantings to be used and give a general landscape design scheme for the development;

(10) A conceptual infrastructure plan showing the location of any existing or proposed utilities needed to adequately serve the development;

(11) Architectural drawings (elevations, etc.) showing elevations and architectural style to be used throughout the development;

(12) A parks and trails plan showing any proposed parks, trails, hardscape, playscape, water feature or any other proposed improvements to any civic or open space; and

(13) A Conceptual Drainage Plan as required by Appendix A, the City of Bastrop Stormwater Drainage Design Manual.

(c) See B^3 Code Section 2.4.007 - Zoning Concept Scheme - and Bastrop Development Manual Zoning Concept Scheme checklist.

SEC. 1.3.003 SITE PLAN APPLICATION AND REVIEW

(a) Purpose. The purpose of a Site Plan is to ensure efficient and safe land development, harmonious mixture Place Types and Building Types, compliance with appropriate design standards, safe and efficient vehicular and pedestrian circulation, parking and loading, and

adequate water supply, drainage and stormwater management, sanitary facilities, and other utilities and services.

(b) Applicability. Site Plan review and approval shall be required for new construction or the significant enlargement or alteration of any exterior dimension of any building, structure, or improvement involving the items listed below:

i. Any non-residential development;

ii. Any non-residential P4 development, all P5 developments, or manufactured/mobile home park;

iii. Any property with 2 or more buildings per platted lot;

iv. As used in this section, the term "improvements" shall also include alterations made to land only, such as paving, filling, clearing, or excavating. As used in this section, the term "significant enlargement or alteration" shall mean the construction of structures, or the alteration of land, if such construction or alteration impacts or potentially affects other existing or future land uses, including those on adjacent or nearby land.

(1) The Director of Planning and Development shall make the initial determination of whether the proposed development, construction, enlargement, or improvement requires a Site Plan or not. The initial determination is subject to review by the City Manager.

(2) The Site Plan must be prepared by a licensed and registered professional land surveyor, a professional land planner, architect and/or a licensed professional engineer.

(3) No building permit shall be issued for any of the above developments unless a Site Plan is first approved by the City. No Certificate of Occupancy shall be issued unless all construction and development conforms to the Site Plan as approved by the City.

(4) The fee for a Site Plan is set forth in Appendix A, of the Bastrop City Code.

(c) Incomplete Submissions:

(1) All required items and information must be received by the City in order for a Site Plan submission to be considered an application that can be filed. Incomplete submissions will not be reviewed or filed until all deficient items or information has been received.

(d) Official Filing Date:

(1) For the purpose of these regulations, the "official filing date" shall be the date upon which a submission for approval for a Site Plan, that contains all required elements mandated by City ordinance, is deemed complete by the City on a uniform submittal date.

(2) To be considered complete, the application must contain all elements and information required, including all related fees. It is only after the official filing date that any statutory period required for approval or disapproval of the Site Plan shall commence to run.

(3) No application shall be deemed officially filed until the uniform submittal date after the Planning and Development Director determines that the submission is complete.

(e) Site Plan Submittal Requirements:

(1) A Site Plan submittal shall include the all items listed on the Site Plan Checklist, provided in the City of Bastrop Development Manual, in order to be considered a complete submittal after an administrative completeness review by the Planning and Development Department.

(2) All submittals shall be delivered to the Planning and Development Department in accordance with the approved uniform submittal schedule.

(3) If the Planning and Development Department determines that a submittal is incomplete during the administrative completeness review, then the incomplete submittal will not be accepted by the Planning and Development Department for filing.

(4) The applicant shall be required to submit a fee in accordance with the adopted Fee Schedule for the completeness review. If the application is deemed incomplete, the applicant shall be required to submit a new fee for completeness review with the next application submittal.

(5) Any requested variance or warrant must be submitted for approval and approved prior to submission for a request for a Site Plan. If the Site Plan requires a variance or warrant, and one has not been approved, the Site Plan shall be denied until such time the need for the variance or warrant is removed or the variance or warrant is submitted and approved.

(f) Site Plan Detail Requirements:

(1) The Site Plan shall contain sufficient information relative to site design considerations. See Bastrop Development Manual for Site Plan requirement checklist for submittal details.

(g) Supplemental Requirements:

(1) Site Plans cannot be approved until the Final Plat is recorded.

(2) Site Plans must be prepared by a licensed and registered professional land surveyor and/or a licensed professional engineer.

(3) Building permits will not be issued for any development until the Site Plan is approved.

(4) Property taxes must be paid prior to approval of plan.

(5) Irrigation plans require separate permits – approval of the Site Plan does not constitute approval of any included irrigation plans or elements of the Landscape Plan.

(6) Signs require separate permits – approval of the Site Plan does not constitute approval of any included sign plans or sign elements.

(7) The following Table: Bastrop Fire Department Requirements, illustrates the requirements of the Bastrop Fire Department in each line item:

BASTROP FIRE DEPARTMENT REQUIREMENTS

Fire Design Codes	International Fire Code Edition with adopted appendices
Fire Flow Demand @ 20 psi (gpm)	Most demanding building's calculated fire flow demand – 2009 IFC Appendix B, Table B105.1 – Based on SF and Construction Type
Intended Use	Most demanding building's intended use
Construction Classification	Most demanding building's IBC construction classification
Building Fire Area (S.F.)	Most demanding building's fire area in gross square feet (all floor levels combined) per 2009 IFC Appendix B
Automatic Fire Sprinkler System Type (If applicable)	The sprinkler system type that is in the most demanding building's fire area - NFPA 13, NFPA 13R or NFPA 13D
Automatic Fire Sprinkler System Type (If applicable)	Reduced fire flow demand, as permitted by BFD and Appendix B.
Reduced Fire Flow Demand @ 20 psi for having a sprinkler system (gpm) (If applicable)	Not more than 1 year from the date of Site Plan submittal
Fire Hydrant Flow Test Date	Block and Street Name
Fire Hydrant Flow Test Location	AMOC number and the date the AMOC was approved by the City
Alternative Method of Compliance AMOC (If applicable)	International Fire Code Edition with adopted appendices

(8) Signature blocks shall be placed on the Site Plan. Signature blocks shall also be placed for any additional entities responsible in preparing the Site Plan. See Bastrop Development Manual for Site Plan checklists.

(h) Principles and Standards for Site Plan Review:

(1) The following criteria have been set forth as a guide for evaluating the adequacy of proposed development in the City of Bastrop. The City staff shall review the Site Plan for compliance with all applicable Ordinances and the Comprehensive Plan; as a means to assure harmony with surrounding uses and the overall plan for development of the City of Bastrop; as well as for the promotion of the health, safety, order, efficiency, and economy of the City; and for the maintenance of property values and the general welfare.

(2) Based upon its review, City staff may approve, conditionally approve, or deny the Site Plan based on evaluation of the Site Plan details based on the items listed in the Development Manual Site Plan Checklist with respect to:

A. The Site Plan's compliance with all provisions of the Place Type Zoning Ordinance and other ordinances of the City of Bastrop including but not limited to off-street parking and loading, lighting, civic space, and the generation of objectionable smoke, fumes, noise, odors, dust, glare, vibration, or heat.

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

C. The relationship of the development to adjacent development in terms of harmonious design, setbacks, maintenance of property values, and negative impacts.

D. The provision of a safe and efficient vehicular and pedestrian circulation system.

E. The design and location of off-street parking and loading facilities to ensure that all such spaces are usable and are safely and conveniently arranged.

F. The sufficient width and suitable grade and location of streets designed to accommodate

prospective traffic and to provide access for firefighting and emergency equipment to buildings.

G. The coordination of streets and sidewalks to arrange a convenient system consistent with the Master Thoroughfare Plan of the City.

H. The use of landscaping and screening

(i) to provide adequate buffers to shield lights, noise, movement, or activities from adjacent properties when necessary, and

(ii) to complement the design and location of buildings and be integrated into the overall site design.

I. Exterior lighting to ensure safe movement and for security purposes, that shall be arranged to minimize glare and reflection on adjacent properties.

J. The location, size, and configuration of Civic Space areas to ensure that such areas are suitable for intended recreation and conservation uses.

K. Protection and conservation of soils from erosion by wind or water or from excavation or grading.

L. Protection and conservation of creeks, tributaries, or other waterways and areas subject to flooding.

M. The adequacy of water, drainage, sewage facilities, garbage disposal, and other utilities necessary for essential services to residents and occupants.

SEC. 1.3.004 SITE PLAN PROCESS

(a) The Director of Planning and Development, or designee, after review by the Development Review Committee, shall approve, approve with conditions, or disapprove all Site Plans. If the Site Plan is disapproved, the Director shall provide a written statement to the subdivider listing the deficiencies that the plan has as related to specific the B[3] Code, City ordinances, or state laws.

(b) If the applicant amends its filed Site Plan application in response to the City's initial disapproval, the applicant may file its amended application at the City on a date or day on that the City is accepting amended filings. It is deemed filed on the next uniform submittal date the Site Plan application was submitted to the City. The City will then have up to 15 business days to approve or

disapprove the amended application. The Director of Planning and Development may either:

(1) Approve the plan if the response adequately addresses each reason for the disapproval; or

(2) Disapprove the plan if the response does not adequately address each reason for disapproval or creates new reasons for a violation of a City ordinance. Any disapproval shall include a written statement of the reasons for disapproval that clearly articulates the reason for disapproval including citation to the law, including a statute or City ordinance that is the basis of disapproval. Any plan that is disapproved after the City has reviewed the response in the form of an amended application may be refiled at any time as a new Site Plan application.

(c) If the Director of Planning and Development denies the Site Plan, the applicant may appeal that decision to the City Manager within five (5) business days of receipt of decision. The City Manager shall uphold or reject the decision of the Director within 10 business days. If the City Manager upholds the decision of denial, an applicant may appeal that decision to the City Council. The applicant must request in writing that the Site Plan be placed on the City Council's agenda within 10 days from the date the appeal was denied by the City Manager. The City Council shall have final approval or disapproval on all Site Plans that are appealed.

(d) Effect of Site Plan approval. If development of a lot with an approved Site Plan has not commenced within 2 years of the date of final approval of the Site Plan, the Site Plan shall be deemed to have expired. Any development on a lot with an expired Site Plan shall be required to submit a new Site Plan as outlined above.

(e) It is recognized that final architectural and engineering design may necessitate minor changes in the approved Site Plan. In such cases, the Director of Planning and Development shall have the authority to approve minor modifications of an approved Site Plan, provided that such modifications do not materially change the circulation and building location on the site, or any conditions specifically attached as part of approval.

ARTICLE 1.4 PUBLIC HEARING AND NOTICE

(a) Prior to making its report to the City Council, the Planning and Zoning Commission shall hold at least one public hearing on each application as applicable by state law (Texas Local Government Code Chapter 211, as amended).

(b) Written notice of all public hearings on proposed changes in Place Type district boundaries shall be sent to all owners of property, or to the person rendering the same for City taxes, located within the area of application and within 200 feet of any property affected thereby, within not less than 10 days before such hearing is held. Such notice may be served by using the last known address as listed on the latest approved tax roll and depositing the notice, postage paid, in the United States mail. Notice of hearings on proposed changes in the text of the Place Type Zoning Ordinance shall be accomplished by one publication not less than15 days prior in the official newspaper of the City.

SEC. 1.4.001 NOTICE REQUIREMENTS

(a) For public notice and hearing requirements see Table 1.4.001B - Notification Requirements.

TABLE 1.4.001A DEVELOPMENT APPLICATION APPROVAL PROCESS

Approval Process	Review and Approval Authority			Notice			
Source	ZBA	P&Z	CC	Application Notice	Published Notice	Personal Notice	Posted Notice
Legislative							
Comprehensive Plan Map Amendment		R/PH/ PM	D/PH/ PH/PM	Y	Y	Y	Y
B[3] Text Amendment		R/PH	D/PH/ PM	Y	Y	N	N
Zoning Concept Scheme		R/PH	D/PH/ PM*	Y	Y	Y	Y
Place Type Zoning Map Amendments		R/PH	D/PH/ PM*	Y	Y	Y	Y
Preliminary Plat		D/PM			N	N	N
Final Plat		D/PM			N	N	N
Residential Replat		D/PH			Y	Y	Y
Change in status of nonconforming uses or structures		D/PH			N	Y	N
Variance	D/PH				N	Y	N
Administrative							

Approval Process	Review and Approval Authority			Notice			
Source	ZBA	P&Z	CC	Application Notice	Published Notice	Personal Notice	Posted Notice
Site Plan		A			N	N	N
Minor or Amending Plat		A			N	N	N
Public Improvement Plans		A			N	N	N
Drainage Plan		A			N	N	N
Building Permits		A			N	N	N
Floodplain Permit		A			N	N	N
Neighborhood Regulating Plan		A			N	N	N
Warrant		A	A		N	N	N
Administrative Adjustment		A			N	N	N

Legend

Action		Meeting Type		Committees			
R	Review/ Recommend	PM	Public Meeting	BOA	Board of Adjustments	Y	Required
D	Decision	PM*	May Require Initial Authorization	P&Z	Planning & Zoning Commission	N	Not Required
A	Appeal	PH	Public Hearing	CC	City Council		

TABLE 1.4.001B NOTIFICATION REQUIREMENTS

	Published Notice	Personal Notice	Posted Notice
Notification Location	Newspaper	United States Mail	Subject Property
Time Before Set Hearing	15 days	A. General: 10 days B. Comprehensive Plan or Place Type Zoning change: 10 days	A. General: 10 days B. Comprehensive Plan or Place Type Zoning change: 10 days
Include in Notice	A. Date, time, and location of hearing; B. Purpose of the hearing; and C. Identification of the subject property if the decision concerns an individual tract or parcel of land.	A. Name of the applicant; B. Date time, and location of the hearing; C. Purpose of the hearing; D. Identification of the subject property; and, E. The name of the appellant if an appeal.	A. Purpose of the request; and B. All public hearing dates.
Notification Instructions	Planning & Development Department will be responsible for posting the notice in the newspaper of general circulation.	A. Each owner of real property located within two hundred (200) feet of the exterior boundary of the property in question and any other persons deemed by the Lead Officer or decision-maker to be be affected by this application; B. The applicant and/or property owner; and C. The appellant if an appeal.	A. Minimum 2'x2' sign placed on the street frontage in visible unobstructed location. B. Utilize a minimum 6" lettering. C. Shall stay in place until final action is taken or request is withdrawn

ARTICLE 1.5 PERMITTING

To ensure compliance with the intent and standards of the B^3 Code and to safeguard the health, safety, and welfare of the public, the City requires the approval of construction documents for most development and construction activity within the City. In addition to the approval of the construction documents, the City requires the issuance of a building, permission to work in the Right-of-way, or when applicable, a permission to place private improvements in the Right-of-way permits for most all development and construction activities.

(a) An Infill development application, less than 3.4 acres, that complies with the intent and standards of the B^3 Code with existing utilities, requires the least amount of permits.

(b) Maintenance and minor modifications to existing structures may not require the approval of construction documents or the issuance of permits, as determined by the Building Official and/or Fire Chief or their designee, consistent with the authority provided in City ordinances, IBC, or IFC.

SEC. 1.5.001 INSPECTIONS

(a) Inspections are made for building, electrical, mechanical, plumbing, and Place Type compliance for residential, commercial and industrial development, and for the remodeling of existing buildings.

(b) Water, sewer, paving, concrete, and grading activities also require City inspection.

(c) As part of the development process, all permitted construction activities must be inspected by the City's Inspection Services staff.

(d) The review of plans and issuance of permits do not authorize code or ordinance violations that may be discovered by City inspectors at the job site.

SEC. 1.5.002 CERTIFICATE OF OCCUPANCY (CO)

(a) Before any development can be occupied or used, an applicant must apply for a CO.

(b) Additionally, all DRC stipulations must be complied with before the City will issue a Certification-of-Shell Building or a final CO.

(c) Typically, within three staff working days of submitting an application, the CO or Certification of Shell Building will be issued, provided the development passes a Final Inspection.

(d) The issuance of a CO shall not be construed as an approval of a violation of the provisions of any City Code or ordinance.

(e) The City's adopted building code requires certain information to be included on the CO:

(1) Project address; and

(2) Name of the owner of the property at the time the certificate was issued.

(f) The CO stays with the property for in perpetuity, even with changes in ownership. If the property ownership changes during construction, documentation of that fact can be submitted, and a change made to the permit. Refer to the City's Building Code, and amendments for additional information.

SEC. 1.5.003 TEMPORARY CERTIFICATE OF OCCUPANCY (TCO)

(a) Under certain conditions, the issuance of a TCO allows temporary occupancy, with the approval of the City Manager, until the building is completed and a Final CO is issued.

(b) Should the TCO expire prior to the issuance of the Final CO, the expiration will require the City to take appropriate steps as outlined in the City's Building Code and the associated amendments.

ARTICLE 1.6 PUBLIC IMPROVEMENT PLANS REQUIREMENTS

This section identifies requirements for preparing construction documents for public improvement plans that are submitted to the City for approval. It includes a cover sheet and all required plan sheet information, specifics for digital submittals, all required approval blocks, and special requirements.

SEC. 1.6.001 SUBMITTAL REQUIREMENTS

Prepare all public improvement plans for submittal to City for approval to construct any site requiring grading and drainage, landscape, water, wastewater, and streets according to the following standards.

(a) Sheet Size:

(1) Prepare plans on 24-inch x 36-inch sheets, unless otherwise approved by Building Official, prior to the first submittal of construction documents.

(b) Scale:

(1) Requirements for scale depend on the type of submittal. See the City of Bastrop Drainage Manual for grading and drainage plan requirements. Plan and profile sheets shall use a horizontal scale of 1 inch = 40 feet and a vertical scale of 1 inch = 4 feet, unless otherwise approved by the Building Official prior to the first submittal of construction documents.

(c) Lettering:

(1) All lettering, numbering and line work must be uniform and legible. Use a minimum 10-point font for all lettering.

(d) Plan Review Submittals:

(1) The number and types of plans sets to be submitted for review are identified in the construction document requirement checklist provided after the approval of a Development Review application.

(2) Present plan layout, graphics, and call-outs in a clear and an uncluttered manner acceptable to engineering and planning staffs.

(3) Provide cross-referencing between all plan sheets that have details, detail call- outs, notes, cross-sections, etc.

(4) Orient north at the top or right side of each sheet. Provide a north arrow and bar scale.

(e) Seal/Signature:

(1) Include appropriate professional State of Texas seal, signature, and date on each sheet. Copies of this information are acceptable on the improvement plans submitted during the review cycles to the Planning and Development Department. When original plans are submitted for approval at the end of plan review, the originals shall bear the registrant's seal with a wet signature and date. Except for capital improvement plans, a registered landscape architect is not required to prepare and seal landscape and irrigation plans.

(f) Plan Approval Submittal:

(1) Upon approval of the public improvement plans, an additional plans set may be required for staff signature.

SEC. 1.6.002 COVER SHEET

(a) The following information must be included on the cover sheet:

(1) Title - Include the development name and the plan set content

(2) City Name - Below the title, include the City name "City of Bastrop, TX"

(3) Vicinity Map - Locate the development relative to a minimum of 2 intersecting arterial streets

(4) Legal Description - Provide development property legal description. When a legal description is not feasible, list the township, range, section, and location

(5) Benchmark

(6) Public Improvement Plan Signature Blocks

SEC. 1.6.003 RECORD DRAWINGS

The applicant will provide the City with the original (4-mil) Mylar drawings or photographic (4-mil) Mylars required for the "record drawings" of construction within all public rights-of-way or easements dedicated to the City.

The Engineer representing the applicant shall present to the City Engineer, reproducible complete record drawing plans for all paving, drainage structures, and water and sewer lines within thirty (30) days after completion of all contracts and as a condition of final acceptance of the subdivision.

SEC. 1.6.004 SURVEY REQUIREMENTS

Monuments consisting of one-half (½) inch iron pipe or one-half (½) inch reinforced steel or larger, twenty-four (24) inches in length, shall be placed at all corners of the block lines, and at the point of intersection of curves and tangents of the subdivision.

CHAPTER 2: SITE PLANNING AND PRIVATE REALM

This chapter contains design standards and procedures for Site Plans and the creation of the private realm. The private realm is space on private property. Spaces where the private realm interacts with the public realm will require high level of standards than spaces that are unseen by the public. These standards focus on private property and where the private and public properties join.

2.1 GENERAL STANDARDS AND REQUIREMENTS

2.2 GEOGRAPHICALLY SENSITIVE LANDS

2.3 NEIGHBORHOOD REGULATING PLANS



Rendering by James Wassel



Renderings by James Wassel

ARTICLE 2.1 GENERAL STANDARDS AND REQUIREMENTS

(a) This article provides guidance and standards for most developments and conditions in the City, including:

(1) Design guidelines for specific areas

(2) Site context considerations

(3) Parking

(4) On- site circulation

(5) Landscape

(6) Subdivisions

(7) Neighborhood design

(8) Refuse collection

(9) Outdoor lighting

(b) Furthermore, this section describes site design and development of neighborhoods. These guidelines supplement the B³ Code provisions.

SEC. 2.1.001 SITE DESIGN

The following standards focus on the relationship of a proposed Site Plan to the natural terrain of the property, as well as the relationships the proposed development will have with existing or planned development around the site. The goal is to fit development into the natural settings with minimal intrusion to the environment and surrounding properties.



(a) Terrain:

(1) Incorporate the natural site features, such as natural drainage systems and native vegetation into the site design.

(2) Orient common recreational, patio, outdoor dining, and other such facilities toward natural features.

(3) Incorporate major vistas and view corridors that give special emphasis to the river, tree canopy, and other natural features or open space areas into the site and building design.

(b) Buildings:

(1) Buildings are to be built according to the B^3 Code. The B^3 Code ensures intensity transitions by Place Type and Building Type. Buildings should represent their function in design.

(2) Minimum building materials are established by the International Building Code (IBC), as adopted by the City.

(3) Buildings interacting with the public realm should enhance the public spaces they abut and face.

SEC. 2.1.002 LANDSCAPE DESIGN IN THE PRIVATE REALM

(a) Landscape design in the private realm must comply with the standards of this Section.

(b) Refer to Table 2.1.003 - Preferred Plant List for approved types of plants and trees.

(c) The maximum height of any shrubs, ornamental plants, boulders, walls, or other such materials within designated sight distances and traffic safety triangles is 18 inches. For plants, this shall be the natural height of the plant. Any trees that are to be placed in the sight distances and traffic safety triangles shall have a canopy that is kept 8 feet above the curb height and a maximum mature trunk diameter of 8 inches. If the tree canopy overhangs the roadway, then the canopy shall be a minimum of 14.5 feet above the road.

(d) Utilize a palette of plants in a landscape design that adhere to native plants. Low Water Use/Drought Tolerant plants are encouraged.

(e) Plant and tree placement shall consider the natural culture of that type of plant or tree.

(f) Trees (or shrubs) shall not be placed in a Public Utility Easement (PUE), emergency vehicle access easement, or

their equivalent. Trees shall be placed at least 7 feet back from any underground public water or sewer lines, power line conduit, or drainage pipes within a dedicate drainage easement dedicated to the City.

(g) All Place Types:

(1) The introduced landscape shall consist primarily of native species requiring minimal irrigation, fertilization, and maintenance.

(h) Specific to Place Types P1, P2, P3 & P4:

(1) Private frontages may choose of various landscapes; naturalistic, lawn, garden, etc.

(i) Place Type EC, P5:

(1) The introduced landscape shall consist primarily of durable species tolerant of soil compaction.

(2) Landscape Plans shall be prepared by a Landscape Architect and submittals shall include the following information:

i. Minimum scale of 1 inch equals 40 feet or appropriate scale for legibility.

ii. Location, size, and species of all existing trees to be preserved indicating true size as measured 4½ feet above natural soil level.

iii. Location of all plant and landscaping material to be used, including plants, paving, benches, screens, fountains, statues, earthen berms, ponds (to include depth of water), topography of site, or other landscape features.

iv. Identification of all plant material to be used (Common and/or Botanical).

v. Size of all plant material to be used at time of planting, appropriate spacing shall be indicated on plan and approved by the City.

vi. Layout and description of irrigation, sprinkler, or water systems including placement of water sources. A Texas license irrigation seal is necessary on all irrigation plans that require certification.

vii. All common areas, non-residential, and multi-family landscape areas will be irrigated with a mechanical irrigation system including turf and ground cover areas.

viii. North indicating mark.

ix. Date of the Landscape Plan and any revisions.

x. Size and location of all existing and proposed utilities, including easements.

xi. Details and/or cross sections as required for clarification by the City.

xii. Topography shall include final grade at 1 foot intervals using spot elevations and/or contours to define proposed drainage patterns as required by the City.

xiii. Parkways and medians shall have a minimum of 6 inches of topsoil.

xiv. Detailed Street Tree Requirements are located below in Section 3.2.009.

xv. A certified landscape architect shall be required for the preparation and submission of the Landscape Plan. (A dry seal with signature is acceptable for the Landscape Plan).

TABLE 2.1.003 PREFERRED PLANT LIST

Canopy		Accent	Grasses and Shrubs
American Elm	Texas Hickory	Crape Myrtle	Anthony Waterer Spirea
Austrian Pine	Texas Red Oak	Deciduous Magnolia	Apache Plume
Bald Cypress	Western Soapberry	Eastern Red Cedar	Autumn Sage
Black Jack Oak		Eve's Necklace	Dwarf Wax Myrtle
Bur Oak		Mexican Buckeye	Gray Santolina
Caddo Maple		Mexican Plum	Gulf Muhly
Cedar Elm		Red Bud	Indian Grass
Chinese Pistache		Smoke Tree	Inland Sea Oats
Chinquapin Oak		Vitex	Lindheimer Muhly
Lacebark Elm		Wichita Blue Juniper	Little Bluestem Grass
Live Oak			Little Bunny Fountain Grass
Loblolly Pine			Mexican Feather Grass
Magnolia			Rose Creek Abelia
Post Oak			Rosemary
Red Cedar			Seep Muhly
Shumard Red Oak			Texas Sage
Southern Magnolia			
Sweetgum			

SEC. 2.1.004 EMERGENCY ACCESS AND FIRE LANES

(a) Emergency Access Provisions:

The DRC will review all proposed developments for safe and appropriate access, parking lanes, private streets, driveway access points, and other emergency access items.

(b) Fire Lanes shall meet the standards of the IFC as adopted by the City.

SEC. 2.1.005 DRIVE-THROUGH FACILITIES

(a) Drive-throughs are required to be located in the 2nd or 3rd layer of the lot or located from an alley.

(b) Where allowed, locate and design drive-through facilities shall follow the following criteria:

(1) Do not locate drive-through facilities to adjacent residential uses.

(2) Screen vehicular storage areas for drive-through facilities placed on the street side of a building, or any other location that is directly visible from adjacent properties with screen walls, mounding, and/or dense landscaping at least 3 feet in height at the time of planting.

A. Provide a minimum vertical clearance of 8 feet for drive-through facilities. Provide a minimum vertical clearance of 10 feet for drive-through facilities that include a passenger-loading zone.

SEC. 2.1.006 PARKING AREAS

(a) Parking Spaces:

(1) Designed parking spaces and drive aisles locations shall be placed in the 2nd or 3rd layer of the lot, in accordance with the B^3 Code.

(b) Accessible (Handicapped) Parking Spaces:

(1) Adequate designed accessible parking spaces shall be provided as required by the IBC and designed in accordance with the parking area landscaping.

(c) Parking Landscaping:

(1) Incorporate parking lot landscaped areas and median in accordance with Section 2.1.002 - Landscape Design in the Private Realm.

(2) Use landscape plant material that are heat tolerant, have minimal dropping of pods and sap, and have canopies that can have a canopy bottom at least 10 feet above the ground.

(3) Use single trunk tree in parking lot landscape areas in accordance with the approved tree list by the City of Bastrop.

(d) Traffic Control Devices in On-site Parking lots:

When traffic control devices are utilized in on-site parking lots, it is recommended that the general principles and standard traffic control device designs be used to regulate the flow of traffic.

(e) Dead-End Parking Aisles:

The maximum dead-end parking aisle for designated emergency access length is 150 feet for fire-sprinklered structures, and 150 feet for non-sprinklered structures, unless a turn-around is provided for emergency access. All parking aisles shall be connected to the next through access point, particularly if there is a public street.

(f) Parking Surfacing:

(1) Use asphaltic pavement, concrete, or a similar material approved by the DRC for all parking areas for in P5 and EC.

(2) At a minimum, use dust palliative or other surfacing materials that minimize the generation of fine dust particulates for P2, P3, and P4.

(3) At a minimum, use a stable dust-free material on drive aisles of civic spaces and other recreational facilities. The DRC may require an alternative surface such as concrete or asphalt in some circumstances.

(4) The parking stalls may be improved with a soil mix treated with a dust palliative.

SEC. 2.1.007 BICYCLE PARKING FACILITIES

(a) The City will install bicycle parking facilities in infill development areas, downtown, and where not installed on existing developments.

(b) See Article 7.8 - Bicycle Parking - of the B^3 Code for all bicycle facility requirements for new development.

SEC. 2.1.008 OUTDOOR LIGHTING

(a) The lighting standards are contained within Article 6.5 - Building Types - of the B^3 Code.

SEC. 2.1.009 REFUSE COLLECTION

Unless otherwise approved by the DRC, all solid waste collection methods for commercial and residential services shall be designed to these City standards.

(a) Place Type P4 and P5: Non-Residential, Mixed-Use, and Multi-Family Residential refuse and recycling enclosure location and design:

(1) Locate and design the refuse and recycling enclosures based on the following criteria:

A. All food establishments that serve food must provide enclosures with grease containment areas.

i. The grease containment area must be physically separated from the refuse container portion of the enclosure.

ii. The Public Works Director, or designee, may approve alternative grease containment area locations or designs.

(b) Locate and position the enclosure(s):

(1) Approach pad so that the refuse truck route to and from the public street has a minimum unobstructed vertical clearance of fourteen (14) feet is required, and unobstructed minimum vertical clearance above the approach pad and refuse enclosure of twenty-five (25) feet (The vertical clearances are subject to modification based on enclosure container size, location and positioning).

(2) In a location that is easily accessible for collection, and does not require the refuse truck to "backtrack";

i. A maximum 100 feet distance for building service exit to refuse enclosure;

ii. So that collection vehicles do not backtrack more than 20 feet; or,

iii. So that path of travel for the refuse truck accommodates a minimum vehicle of turning radius of 45 feet, and vehicle length of 40 feet.

(c) Design the refuse enclosure(s) and approach pad to be level, with a maximum of a 2 percent slope.

(d) Do not place the enclosure(s):

i. Between the on-site buildings and adjacent lower density residential uses unless there is no reasonable alternative. In these situations, orient the enclosure toward the interior of the property;

ii. Next to drainage ways or basins, unless there is no reasonable alternative as determined by the Public Works Director;

iii. Between the street and the front of the building unless there is no reasonable alternative; or,

iv. At the end of a dead-end parking aisle.

(3) Multi-story buildings with elevators shall design internal trash chutes to service refuse. Roll-off dumpsters must be provided for removal.

(e) Place Type P3 Residential Refuse and Recycling:

(1) Detached residential homes shall be designed to accommodate the City residential collection requirements as described in the City of Bastrop Utility Ordinance.

Design dedicated storage areas for refuse and recycling containers that are screened from view from the adjacent street, and not within enclosed livable areas.

Design development so that the refuse and recycling containers have a location that is accessible for service.

SEC. 2.1.010 MECHANICAL AND UTILITY EQUIPMENT SCREENING

The purpose of these screening regulations is to ensure that mechanical and utility equipment associated with a development is appropriately screened from public vantage points. The intent of these regulations is to minimize visual impacts to surrounding properties and public realm.

(a) When Mechanical and Utility Equipment Screening Regulations Apply:

(1) This Division applies to all Place Types and development that proposes mechanical or utility equipment, whether or not a permit or other approval is required for the development.

(b) Mechanical and Utility Equipment Screening Regulations:

The following equipment and appurtenances shall be contained within a completely screened and enclosed structure that is integrated with the primary building on the premises:

(1) Mechanical equipment

(2) Tanks

(3) Ducts

(4) Elevator enclosures

(5) Cooling towers

(6) Mechanical ventilators

(7) Air conditioners

(8) Other similar appurtenances

(c) All utilities, such as gas meters, electrical meters and panels, fire control panels, telephone, cable television panels, and similar devices shall be screened from public view unless other Code regulations require that visibility be maintained. Landscape screening may be used to screen utilities.

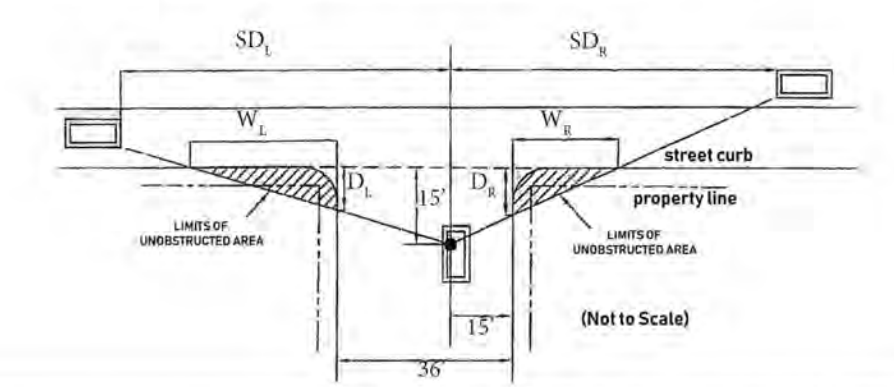
(d) Equipment and appurtenances associated with industrial development that is classified as a manufacturing use shall be exempt from the screening requirements in this Section, if located on a property that is not abutting residential property and is not deemed a nuisance use.

(e) Site utility structures, such as transformers, shall not be located in the first lot layer at frontages. Utility structures shall be screened from frontages using landscaping or fences, hedges or walls. Utility boxes and conduits on exterior walls facing frontages shall be painted to match the wall or their visibility otherwise minimized.

SEC. 2.1.011 SITE TRIANGLES

(a) Figure 2.1.011.A Site Visibility Requirements

(1) Assumptions: At-grade intersection with approaches of 3.0 or, 3.5-foot driver eye height above pavement; both drivers can see each other.



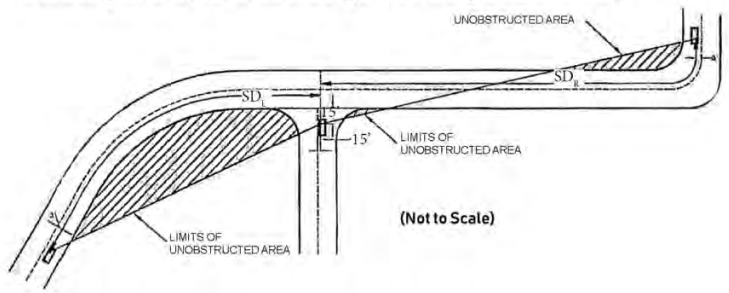
	Minimum Sight Distance		90-Degree Intersections			
Speed Limit	SDL	SDR	WL	WR	DL	DR
20	180	190	89	80	13	13
25	245	255	128	111	13	14
30	315	325	210	120	13	14
35	390	400	270	165	14	14
40	480	545	330	210	14	14
45	580	650	400	260	14	14
50	585	655	400	260	14	14

(2) SDL and SDR are the required sight distance, in feet, to the left and to the right as measured from the driver's eye on the controlled intersection approach looking towards oncoming cross traffic.

WL and WR are the distance, in feet, along the curb line of the side of the visibility triangle parallel to the path of traffic on the uncontrolled intersection approach.

DL and DR are the distance, in feet, along the curb line of the side of the visibility triangle parallel to the path of the driver on the controlled intersection approach.

The distances given for WL, WR, DL, and DR are applicable to 90-degree intersections only.



ARTICLE 2.2 GEOGRAPHICALLY SENSITIVE LANDS

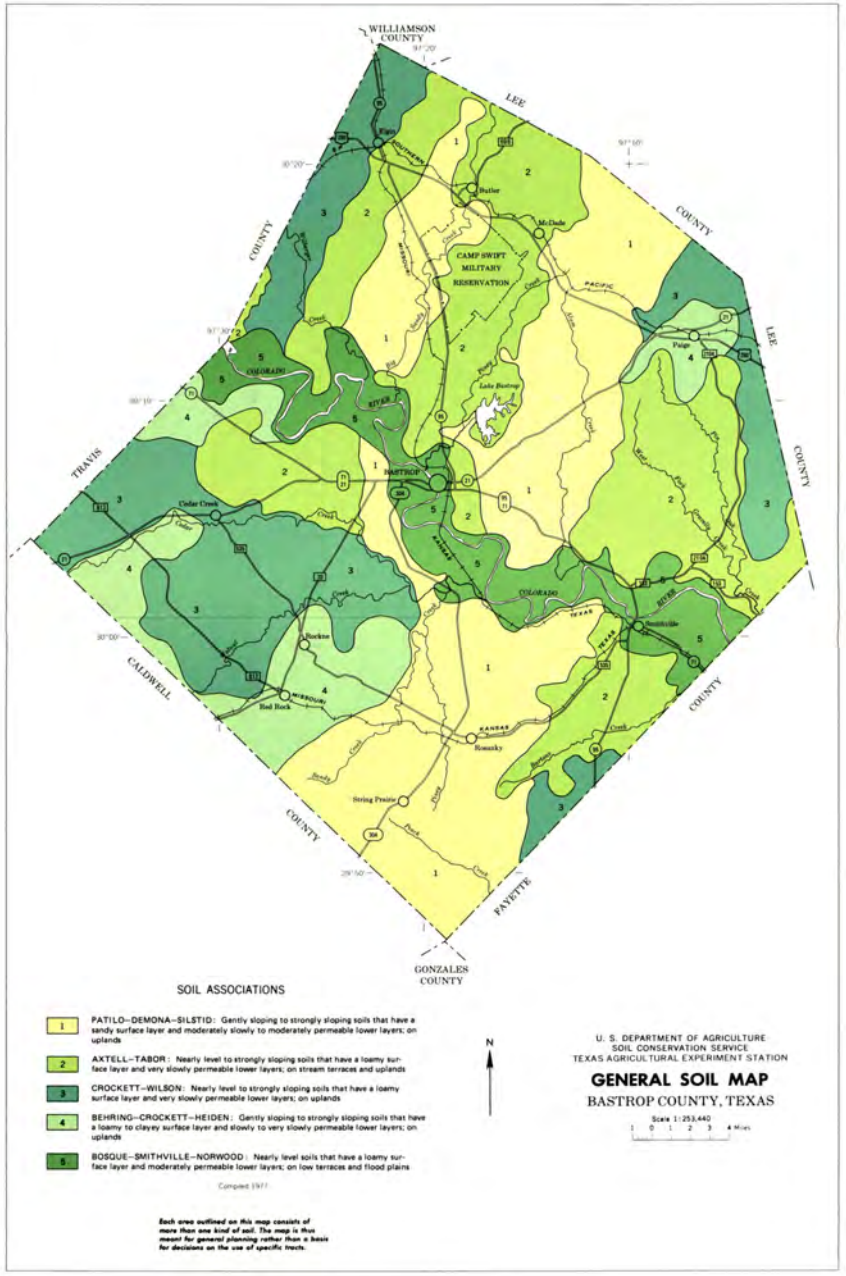
(a) The expansive natural environment within the City Limits of Bastrop consists of the Colorado River, the lost loblolly pines, the Houston toad habitat, grasslands, and the edges of the hill country.

Each of the natural features comes with its own unique gifts and challenges. The natural environment attracts people from all over the country to Bastrop. However, its wild beauty comes with seasonal droughts and floods, and occasional wild fires. Therefore, quality of design of the built environment is imperative to reducing or eliminating detrimental development.

In these geographically sensitive lands, nature must be the first consideration to protect the health, safety, and welfare of the community. The standards within the B^3 Code and the B^3 Technical Manual shall be used in coordination to restore and enhance the natural systems while appropriately integrating human settlements into their natural features.

SEC. 2.2.001 SITE DEVELOPMENT STANDARDS

(a) The intent of these standards are to work hand-in-hand with the drainage design manual to promote creative design and innovative methods for site development



within sensitive areas. Modified grading guidelines may be allowed where it can be demonstrated that they achieve the goals and purposes of the Village Development Center or Cluster Land Development Patterns within following Character Districts:

(1) Lost Pines,

(2) Mayfest Hill,

(3) River District,

(4) Ferry District, or

(5) Sensitive lands in other districts as determined by the DRC.

(b) Grading includes initial clearing, grubbing, excavating, and placement of fill associated with any form of development.

(c) This section establishes guidelines for grading that are intended to:

(1) Regulate the development of potentially hazardous terrain;

(2) Preserve the general visual character of graded sites; and

(3) Preserve native vegetation and wildlife habitat.

(d) The following key elements must be integrated during the design and implementation of all grading activities:

(1) Conserve the natural environmental features and functions of the property.

(2) Design and construct grading to be compatible with the surrounding natural land.

(3) Use construction techniques that result in no slope movement or subsidence and the stabilization of hillsides, slopes or other areas subject to erosion or mass movement.

(4) Preserve the natural capacity of drainage courses and protect natural drainage ways, including the native vegetation associated with them.

(5) Control dust pollution and surface water runoff and related erosion during construction operations.

(6) Maintain the stability of underlying geological conditions wherever development is proposed, unless

specific mitigation measures are proposed to assure safe development of the land.

(7) Do not alter drainage basin boundaries.

(8) Do not create any obstructions within any drainage channels.

(9) Do not increase the movement of sediment in volume or velocity as a result of any modifications to natural channels.

(10) Do not obstruct scenic, riparian, or vista corridors. If disturbance is proposed, all requirements of this Code, state law, and Federal law must restore them to a natural vegetative conditions.

(11) Minimize topsoil and vegetation removal. The roots of the grasses and trees hold the soil in place.

(12) Design and finish graded cuts and fills that are visible from adjacent properties in a manner that matches the surrounding native trees, soils, grasses, and rocks.

(13) Leave significant natural boulders, rock formations, fencerows, or tree clusters intact to minimize any damage to the natural systems or formations.

ARTICLE 2.3 NEIGHBORHOOD REGULATING PLANS

(a) Neighborhood Regulating Plans are used as the process to create new complete neighborhoods. Each neighborhood will be made of a series of blocks created for a variety of Street Types, Building Types, and Place Types.

(b) Before preparing a Neighborhood Regulating Plan, review the B^3 Code, Chapter 4 - Character Districts - and Chapter 5 - Development Patterns - to ensure the neighborhood complies standards set forth in those sections.

(c) Neighborhoods include a mix of Place Types. Different types of neighborhoods have different allocations of Place Types. Urban Neighborhoods would have a larger land area designated as Place Types P4 or P5. Lower intensity neighborhoods would allocate more Place Types P3 and P4. The Place type allocation ranges can be found in Article 3.2 - Place Type Standards of the B^3 Code.

(d) The unique Character Districts in Bastrop provide for a wide range of neighborhood options. While most districts prefer a guided network of streets and blocks; some

districts promote rural developments with less intense development standards.

(e) Neighborhood Regulating Plans using the Traditional Neighborhood Design (TND) pattern may use the downtown Bastrop grid blocks as helpful new neighborhood examples. See the Pattern Book for the Bastrop Block and other block examples.

(f) Neighborhood Regulating Plans in Character Districts will allow for Cluster Land Development (CLD), or Village Center Development (VCD); may create alternative designs to the block that best integrate with the existing site conditions. For more information on Development Patterns, see Chapter 5 - Development Patterns - in the B^3 Code.

(g) Creating a Neighborhood Regulating Plan is a three-step process. Specific requirements, standards, and recommendations are outlined in the Code and the pattern book and this B^3 Technical Manual. Additional requirements and recommendations may be determined at pre-application meeting and site visit.

(h) The specific standards for an application will be determined at the pre-application meeting.

(i) A response will be issued by DRC to the applicant to summarize the pre-development meeting and site visit.

SEC. 2.3.001 STEP ONE: NEIGHBORHOOD REGULATING PLAN

(a) Submission includes:

(1) Legal description & geographic location map;

(2) Block and Place Type designation;



Neighborhood Regulating Plan with 5 Neighborhoods
Rendering by Geoff Dyer

(3) Demonstrate the structure of the proposed neighborhood based on the standards associated with the property.

A. The proposed neighborhood must allocate a variety of Place Types on sites over 3.4 acres or per block of development, as defined in the B^3 Code.

B. Each block may vary in design. Natural conditions, physical barriers, special site features, or existing development shall be used to inform the patterns of the block. See the Pattern Book for alternative block configurations.

(4) Street network:

A. The street network plan must show existing streets and the transition Street Types into the proposed neighborhood.

B. A network of streets shall show streets to and through the development.

(5) Street Types:

A. Each Street Type is scaled propositional to the associated Place Types and Building Types.

B. Blocks with Street Types with wider than 55.5 feet of right-of-way can chose to create smaller blocks or propose to adjust the grid to accommodate the selected street network of Street Types.

C. Blocks with Street Types wider than 55.5 ft of right-of-way must also demonstrate the fiscal sustainability of the requested Place Types and Street Types.

D. Blocks adjacent to undeveloped land, areas unsuitable for development, or pre-existing incomplete Blocks may be exempt from Block Face length and Block perimeter requirements by Warrant.

(6) Refer to the Transportation Masterplan and Thoroughfare Masterplan for street network requirements.

SEC. 2.3.002 STEP TWO: SUBDIVISION PLAT SUBMITTAL

(a) Subdivision Plat.

(b) See Chapter 1 - Subdivisions of the B^3 Codes.

SEC. 2.3.003 STEP THREE: BUILDING PERMITTING

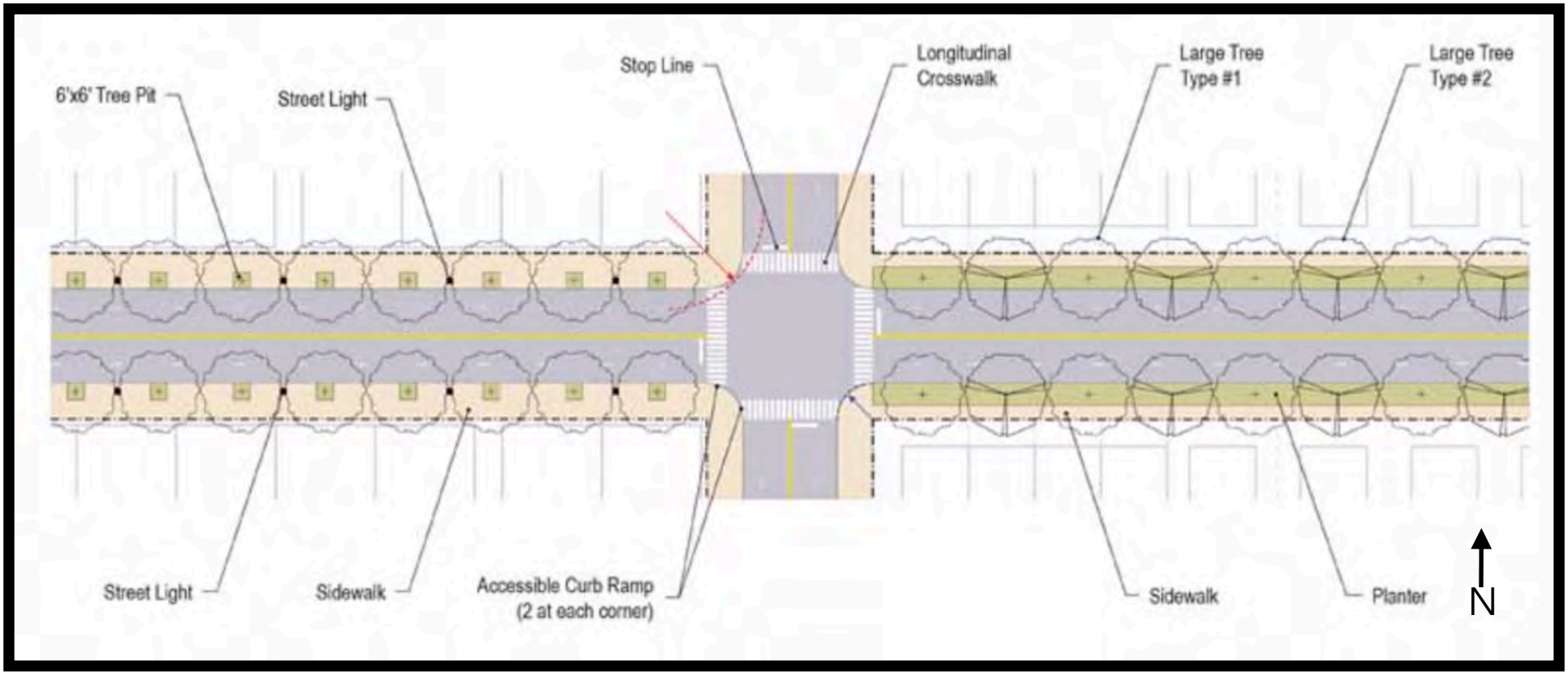
(a) Public Frontage:

Illustrate compliance with the Drainage, Civic Space, walkways, Street Trees, Public Infrastructure, and Public Furniture.

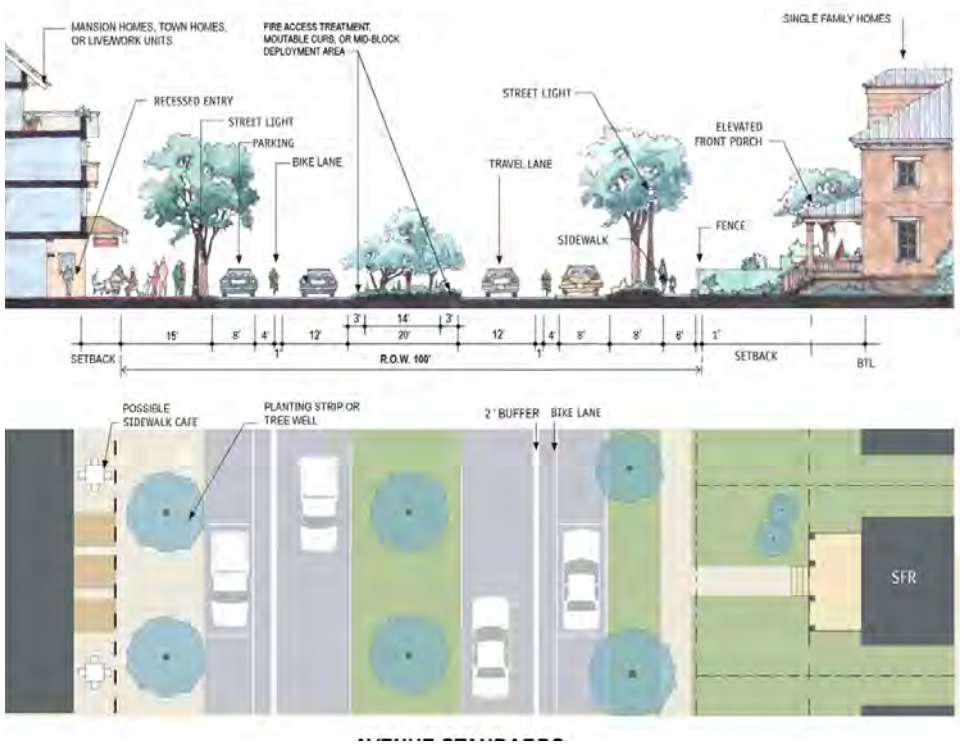
(b) Site Plan:

See Section 1.3.003 Site Plan Application and Review, for requirements.

DIAGRAM 1.1 PUBLIC FRONTAGE DIAGRAM EXAMPLE



CHAPTER 3: PUBLIC IMPROVEMENT PLANS & THE PUBLIC REALM



This chapter presents the City's Public Improvement Plans (PIPs) and Public Realm standards and procedures to assist design professionals and applicants in preparing PIPs, plans and designs for a well-defined public realm.

3.1 PUBLIC IMPROVEMENT PLANS (PIPs)

3.2 INFRASTRUCTURE REQUIREMENTS

ARTICLE 3.1 PUBLIC IMPROVEMENT PLANS

The applicant is responsible for planning, constructing, and financing all public improvements associated with Subdivisions and land development. The applicant must have an engineer registered in the State of Texas prepare a complete set of improvement plans for constructing required improvements. Such plans shall be based on the approved preliminary plat, Place Type, Building Types, and DRC approval stipulations. The applicant must prepare these plans in conjunction and in conformance with the final plat. Improvement plans shall be subject to City approval prior to recordation of the final plat.

SEC. 3.1.001 REASONS FOR PUBLIC IMPROVEMENTS

(a) Capital improvements.

(b) Subdivisions.

(c) Relocations for buildings, utility conflicts, infrastructure improvements, etc.

(d) New building construction building improvements.

(e) Connecting existing buildings to infrastructure.

SEC. 3.1.002 TYPES OF PUBLIC IMPROVEMENTS

(a) Streets, sidewalks, signals, intersection, streetscape, and/or paving.

(b) Storm Sewer detention (See City of Bastrop Drainage Manual Chapter 6).

(c) Water, Sanitary Sewer, trunklines, extensions.

(d) Erosion control.

ARTICLE 3.2 INFRASTRUCTURE REQUIREMENTS

SEC. 3.2.001 WATER SYSTEM

(a) The applicant shall provide all water lines necessary to properly serve each lot of the neighborhood and ensure that existing, and/or new water facilities can supply the required demand for domestic use and for fire protection at the desired pressure. The applicant shall bear all costs for extending water service from existing City water lines to the subdivision. All water lines and service connections shall meet the current City of Bastrop Construction Standards. The applicant shall submit a certificate to the Director of Planning and Development certifying that the system has been designed in accordance with the current

requirements of the State regulatory agency and the City of Bastrop.

SEC. 3.2.002 WATER LINES

(a) Piping for water mains and connections shall be ductile iron, or AWWA C900 polyvinyl chloride pipe. Service piping shall be copper for all commercial services and polyethylene for all residential services as approved by the City Engineer. All pipe and fittings shall be new and unused. All pipe and fittings shall conform to the latest standards as adopted by the City in Chapter 6, Construction Standards.

(b) When recommended by the City Engineer and approved by the City Council and so noted in the preliminary plat or final plat review, larger lines shall be installed.

SEC. 3.2.003 VALVES

(a) At intersections of water distribution lines, the number of valves shall be one less than the number of radiating lines, 2 valves for tee connection, and 3 valves for cross connection). Valves shall be located at the P.C. or P.T. of the nearest property line. All valves shall conform to the latest standards of the American Water Works Association.

SEC. 3.2.004 FIRE HYDRANTS

(a) Fire hydrants will be provided at a maximum spacing and shall meet the specifications per the IFC as adopted by the City. Hydrants shall be standard three-way post-type dry barrel hydrants complying to AWWA Standards with 6 inch or larger connections to mains.

SEC. 3.2.005 ON-SITE WASTEWATER SYSTEMS

(a) Lots 1 acre or greater outside the wastewater CCN shall be permitted to utilize individual on-site sewage facility methods for sewage disposal; except that lots in subdivisions properly platted, approved, and recorded prior to April 20, 1981, shall be exempt from this1 acre minimum lot size requirement, to the extent permitted by current design criteria for on-site sewage facilities and administrative rules of the state commission on environmental quality, or any successive agency.

(b) All individual surface and subsurface methods for sewage disposal (including septic systems) within the City jurisdiction shall have a site-specific design by a registered professional engineer or a registered sanitarian; and such engineer or sanitarian shall, upon development completion, certify that the installation has been completed in accordance with that engineer's or sanitarian's approved design plans. Such certification and

plans shall be satisfactory to the City's designated representative (City Engineer).

(c) Septic Systems will not be permitted within the wastewater CCN service territory of the City. No person may cause or allow the installation of an on-site sewage facility when any part of the facility is to be within 300 feet in horizontal distance (measured on the closest practical access route) of an existing TCEQ or any successive agency approved organized sewage disposal/collection system, unless one of the following requirements has been met.

(1) An applicant has received a written denial of service from the owner or governing body of the Texas Commission on Environmental Quality or any successive agency approved organized disposal/collection system; or

(2) An applicant can make a request to the Director of Public Works for exemptions.

SEC. 3.2.006 STREET LIGHTING

(a) Street lighting shall be provided by the applicant and shall be coordinated with Bastrop Power and Light or the electrical service provider department. Lighting levels and fixtures vary by Place Type. For more information, see Article 7.5 Public Lighting in the B[3] Code.

SEC. 3.2.007 STREETS AND ALLEYS

(a) The applicant shall grade and construct all streets and alleys within the development to cross sections, grades, and standards in Construction Standards as approved by the City.

SEC. 3.2.008 SIDEWALKS

(a) Sidewalks vary by Street Type and Place Type, and shall be determined during the Zoning Concept Scheme. During the Zoning Concept Scheme process, an applicant may submit a request for alternative sidewalk compliance to the DRC.

(a) Place Type P1 and P2 will have meandering sidewalks or trails located into the natural setting within the public right-of-way. Design approval will be determined by the DRC.

(b) P3 and P4 shall have a minimum of 5 foot sidewalks on both sides of the street or one 10 foot sidewalk located on one side of the street. Design and location approval will be determined by the DRC.

(c) P5 Sidewalks shall be not less than 10 feet in width, parallel to and not more than 2 feet above or below adjacent curb grade, and shall be located according to the Street Type selected and inside the dedicated right-of-way line and situated wholly within the dedicated right-of-way.

(d) The area between curb and sidewalk shall be excavated or filled to provide a uniform grade to match with the longitudinal street grade.

(e) The ground elevation at the right-of-way line shall be not more than 2 feet nor less than 3 inches above the elevation of the top of the adjacent curb.

(f) All sidewalks shall be of a continuing common surface, not interrupted by steps or abrupt changes in level.

(g) Wherever walks end, cross streets or parking areas, they shall bend to a common level by constructing handicapped ramps in compliance with ADA dimensions and regulations.

(h) All sidewalks shall be trowel smoothed on the surface Construction details shall be in accordance with the City's Construction Standard specifications.

SEC. 3.2.009 STREET TREES

(a) These standards and guidelines are designed to optimize conditions for street trees in all Place Types categories as defined in the B^3 Code.

(b) They address these key items:

(1) Soil Volumes based on Place Type, Street Type, and soil availability.

(2) 1,000 cubic feet for an individual large deciduous canopy tree. Alternative soil volume standards are defined for urban Place Types where recommended soil volume is not available.

(3) Design Methods to create soil volume where soil is not available. Design methods include soil cells to achieve soil volume, open soil areas, covered soil areas, and utility integration.

(4) Evaluate based on the Geographic Sensitive Nature of the B^3 Code, theses items shall be reviewed:

A. Height and Spread. Will the tree bump into anything such as power lines, awnings, tall trucks, etc. when mature?

B. Is the tree deciduous or coniferous? Will it lose its leaves in the winter?

C. Form or shape. A columnar tree will grow in less space. Round and V-Shaped species provide the most shade.

D. Growth rate. How long will it take for your tree to reach its full height? Slow growing species typically live longer than fast growing species.

E. Soil, sun, and moisture requirements.

F. Hardiness zone indicates the temperature extremes in that a tree can grow.

SEC. 3.2.010 SOIL VOLUME

(a) A tree's ability to grow and stay healthy is largely dependent on available rooting space. Trees in highly urbanized areas, where trees exist in small planting spaces with little available soil, tend to be short-lived with stunted growth. Trees in typical urban tree boxes rarely reach their full growth potential and cannot provide the wide range of environmental services that mature, healthy trees offer.

(b) Trees need 2 cubic feet of soil volume for every square foot of crown area spread. A tree in a typical 4-foot by 6-foot street tree space has 72 cubic feet of available soil. This is not adequate space. When the roots cannot grow out of the box, the tree is expected to grow to a canopy spread of 8 feet before declining. Larger soil volumes will yield larger trees.

(c) These guidelines focus on increased soil volumes as one of the best ways to enable larger and healthier trees to grow in cities.

(d) Design Methods for Achieving Soil Volume. To achieve the required soil volume in areas where native soil is available, several methods can be used.

(1) Continuous Trenches:

A. In areas where several trees are to be planted, the area shall be treated as one continuous trench, that connects several tree pits, to provide extra soil volume for root growth by allowing trees to share soil space, unless there are site constraints, and must be approved by the City Engineer.

(2) Shallow Geocelluar Sandwich System:

A. For uses with lightweight traffic, the sandwich system creates rootable soil volume for trees, underneath the hardscapes in urban areas. This system, also known as a suspended pavement system, consists of shallow, high-strength modular cells suitable for sub-base replacement that spread weight loads over a large area, preventing compaction of soil in the tree's root zone. At the same time, the open structure of the system prevents roots from causing any damage to the pavement and serves as a distribution and delivery mechanism for air and water for the entire rootable soil volume. This system can be used underneath sidewalks, bike-lanes, light weight traffic, and parking lots without reducing the available above ground urban space.

B. Soil Cells are plastic structures designed to be filled between the voids with soil and covered with pavement. Tree roots grow in the soil between the structural supports. There are many brands on the market. Install per manufacturer's instructions.

(3) Root Paths:

A. Native soils under or at back of sidewalk may count towards soil volume if there is an opportunity provided for the tree roots to pass under the paved area where they can grow at a normal rate and connect the tree to the adjacent open soil area. Root paths can make this connection.

B. Root paths are narrow trenches, roughly 4" wide by 1' deep, installed in a compacted subgrade before the gravel base for pavement is added.

C. A commercially available aeration mat material and quality topsoil can be added to the trench to support drainage. Root paths will be installed for new plantings during construction, at the time of subgrade preparation and before the paved surface is installed.

D. Root paths extend radially from the tree pit and may connect to adjacent tree pits, and/or other nearby planting areas such as native soil, lawns, or civic space on the opposite side of the sidewalk from the street.

E. Root paths may be most applicable in P4 and P5 areas where tree roots need to be directed around utilities and planting space is limited.

SEC. 3.2.011 DESIGN METHODS

(a) Creating Soil Volume in Place Types, some P5 or EC, and some designs for P4:

(1) For areas where little or no native soil is available, current research shows that soil cells are the best method for creating soil volume under pavement.

(2) An open soil area is an unpaved area of soil surrounding a tree, that contains existing, new or amended soil. An open soil area may be planted or covered with mulch.

(3) Open soil areas and benefit impervious surfaces and stormwater runoff.

(b) Root Barrier:

(1) Root barrier must be used in areas adjacent to sidewalks and buildings. Deflector barriers are acceptable. They must be 30" deep minimum and installed per manufacturer's instructions.

(c) Tree Well Openings:

(1) There must be space between the curb and the tree trunk. The opening around the base of the tree must allow a transition zone at maturity. For a 4' x 6' tree well opening at the mature trunk to flare as the tree matures. The minimum opening allowed is 4' x 6'.

(2) A variety of pavements, both solid and permeable, can be used to create a covered tree space. Pavers, such as granite cobbles and permeable paver blocks, placed with gaps between the stones allow water to flow to the soil below. Tree grates are not encouraged. If used, they must have removable center rings so the tree opening can expand as the tree grows. A long-term maintenance plan is required to address issues such as a trunk growing into a grate, watering, mulch and soil that needs replenishing, pavers that must be leveled, etc.

SEC. 3.2.012 COORDINATION OF UTILITIES WITH SOIL CELLS

(a) Using the Soil Cells in areas with utilities requires good coordination. The respective utility owners need to be involved in the conversation. They may have specific requirements that need to be addressed, such as vertical and/or horizontal separation, minimum depth/cover, or

protective measures such as encapsulating their lines in granular bedding or insulating them to prevent freezing.

(b) In the event that Soil Cells will be installed over utility lines, it is also important to discuss what level of loading or ground pressure the utility line can withstand.

(c) Soil Cells must have openings on all four sides and because there is a considerable amount of void space in each frame, running utilities through the Cell frames is a simple way to integrate utilities directly in to the system. This approach can be applied to new or existing utilities.

(d) Each frame is its own separate component and can be maneuvered to leave the utility inside of the frame.

Note: This method is not applicable to storm, sanitary sewer, or water mains.

SEC. 3.2.013 STREET TREE SPECIFICATIONS

(a) These standards are for all Street Trees, in all Place Types:

(1) Spacing:

A. One 4" caliper canopy tree shall be planted in the public right-of-way along the length of the lot frontage at a minimum spacing of 30 feet.

(2) Overhead Conflict:

A. Where there are conflicts with overhead lines, Understory trees shall be planted in the public right-of-way along the length of the lot frontage at a minimum spacing of 15 feet and a maximum spacing of 30 feet.

(3) Tree Species:

A. Shall be chosen from Table 2.1.003 - Preferred Plant List.

i. Only use nursery-grown material that complies with all required inspection, grading, standards, and plant regulations in accordance with the latest edition of the 'American Standard for Nursery Stock'.

B. Provide sound, healthy, vigorous, freshly dug, nursery-grown stock, free from plant diseases ,and insect eggs. Heeled-in stock or stock from cold storage will not be accepted.

(4) Provide plants:

A. With healthy, normal root systems.

B. That have been grown for at least 2 years under climatic conditions similar to those where scheduled for planting.

C. That have been grown in properly spaced blocks.

D. That have been transplanted or root pruned at least twice, and at least once in the past three years.

E. That have a habit of growth normal for the species.

F. With symmetrical growth typical for the variety and species. Match plants for symmetry of a grouping where required.

(b) Delivery, Storage, and Handling:

(1) All plant materials shall be handled and packed in accordance with good nursery practices. Material shall be adequately protected during transit to prevent windburn, drying, or overheating. Upon delivery, plant materials will be adequately protected from the sun, freezing, and/or drying winds.

(2) When plants cannot be planted immediately after delivery:

A. Place plants on clean surface, in protected area, away from heat-gaining materials such as pavements and masonry.

B. Cover roots and root crowns with moist sod or approved mulch to protect them from sun and wind.

C. Water as necessary to keep them in good condition.

D. Where required, plant materials may be stored in a temporary shed or by heeling- in, using good nursery practice.

(3) Plant materials that are not adequately protected, left out of the ground un-protected overnight, left with roots exposed to the sun, improperly protected during transit, unloading, heeling-in, or during the planting operation shall be rejected and removed from the development.

(c) Protection of Plant Materials:

(1) Protect existing trees and other vegetation identified to remain in place against unnecessary cutting, breaking, and skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials, or excavated materials within the drip line, excess foot or vehicular traffic, or parking of vehicles within the drip line. Provide temporary fences, barricades, or guards as required to protect trees and vegetation to be left standing.

(2) Provide protection for roots over 1-1/2 inches in diameter that are cut during construction operations.

(3) Temporarily cover all exposed roots with wet burlap to prevent roots from drying out. Provide earth cover as within 24 hours, making sure that burlap is kept wet until such time.

(4) Repair or replace trees and vegetation damaged by construction. Damaged trees are to be repaired and restored to full growth status, as determined by a qualified tree expert or arborists.

(5) No equipment, materials, trash, or other debris will be stored under trees to remain.

(d) Tree Pits:

(1) Pits shall be circular in outline. Pit depths shall be measured in relation to finished grade.

(2) Planter boxes and container grown plants:

A. Diameter: 2 times wider than rootball.

B. Depth: as deep as rootball.

C. Where pit depth is over-excavated, backfill with prepared topsoil to fill depth so that balls will be at correct height.

(e) Planting Trees:

(1) In individual pits, set plants so that after settlement they will be one quarter above finished grade.

(2) Center plants in pits and place them upright.

(3) Face each plant to give best appearance to closest observation point.

(4) Cut off broken, frayed, and dead roots.

(5) Handle plants to prevent damage.

(6) Set tree in pit. Thoroughly wet burlap. Loosen tie material and carefully roll back burlap so that ball is not broken. Cut the loose burlap and tie material. Pull back one-third of burlap. Do not pull tie material or burlap out from under balls.

(7) Before planting container grown plants, carefully remove from container and unwind any circulating roots; if bent cut back just behind the bend; or cut the roots back 1 inch on all sides and the bottom.

(f) Backfilling Tree Pits:

(1) Place prepared soil mixture medium until pit is approximately 3/4 full.

(2) Compact and settle soil by watering thoroughly. After water has soaked in, complete backfilling to finished grade and again compact and settle soil by thoroughly soaking.

(3) If further settling occurs, add additional soil so that finished backfilling is even with finished grade. Do not fill above root flare.

(4) Form ridge of soil around individual trees to form ring to hold water.

(5) Reinspect trees to ensure they take root over the next 3 weeks.

CHAPTER 4: SUBDIVISION PLAT SUBMISSION REQUIREMENTS

4.1 PLAT SUBMISSION

4.2 PLAT REQUIREMENTS

4.3 INCOMPLETE SUBMISSIONS

4.4 AUTHORITY RESPONSIBLE FOR APPROVAL

4.5 ACTION TAKEN BY PLANNING & ZONNG COMMISSION

4.6 EXPIRATION OF PRELIMINARY PLAT APPROVAL

4.7 RESPONSIBILITY

4.8 RECORDATION

4.9 FEES

ARTICLE 4.1 PLAT SUBMISSION

(a) The Applicant shall submit a plat of the entire area being subdivided. Each application shall contain the following documents in order to be deemed administratively complete. If all items are not present, the application will not be accepted. The submission will be considered a filed application on the next Uniform Submittal Date after which the submission has been considered administratively complete.

(1) Completed and signed Planning Application.

(2) Agent Authorization Letter.

(3) Signed Project Description Letter explaining proposed project, including number of lots existing and proposed, and if those lots are residential or commercial. If submission is for Vacating Plat, the Project Description Letter must provide evidence that the current plat does not meet the proposed development, granting the vacation would not be detrimental to the public health, safety, or welfare or otherwise injurious to the other property in the area, does not substantially conflict with the Comprehensive Plan and the purposes of the B^3 Code or B^3 Technical Manual, and would not generally apply to other properties in the area, and contain signatures of owners of all lots within the original subdivision, if not under common ownership.

(4) Bastrop Central Appraisal District Map highlighting the subject property.

(5) Copy of deed showing current ownership.

(6) Copy of current tax statement of account or tax receipt showing taxes have been paid.

(7) Plat prints, collated and folded:

	Prints	#	Size
(a)	Plat	8	24" x 36"
(b)	Preliminary Drainage Study (if submitting a Preliminary Plat)	8	11" x 17"
(c)	Infrastructure Plan	8	24" x 36"

	Prints	#	Size
(d)	Letter outlining Special District requirements and how those required are addressed on the plat, if Place Type zoning is derived from a Special District	8	8.5" x 11"

(8) Utility Easement Release approvals from all utility providers.

(9) Proof of ability to serve by each proposed utility or completed utility evaluation by the City, if utility is provided by the City.

(10) **Digital Submittal**: Digital submittals shall be provided on a labeled CD/DVD or flash drive in the format specified below in addition to the hard copy submittal. Application will not be accepted if not in the specified format listed below. The CD/DVD or flash drive will not be returned to the Applicant.

A. **PDF 1** - Main Application Materials shall be one document and include:

ii. Title page called Application - (Specify Project Name),

iii. Completed Application,

iv. Agent Authorization Form,

v. Waiver Letter, and

vi. Project Description Letter.

B. **PDF 2** - Plats & Utilities shall be one document and include:

i. Title page called Plat Details - (Specify Project Name),

ii. Plat(s),

iii. Drainage study, and

iv. Infrastructure Plan.

C. **PDF 3** - Remaining Checklist Items shall be one document and include:

i. Title page called Checklist Items - (Specify Project Name),

ii. Tax map,

iii. Deed(s),

iv. Tax certificate, and

v. Special District information (if applicable).

D. **GIS or AutoCAD Files** - should include files that show new parcel layout and easements formatted in a GIS geodatabase file or shape file; AutoCAD dwg file spatially referenced using NAD_1983_StatePlane_Texas_Central_FIPS_4203_ Feet. should be Parcels_ProjectName and Easements_ProjectName.

(11) Plat filing fee shall be paid at the time of the submission as set forth in City of Bastrop Code of Ordinances - Appendix A, Fee Schedule .

(12) Copy of original plat, if filing an Amending Plat or Replat.

(13) Proof of approved variances and warrants, if any.

(14) All other required submittals and approvals required by this chapter.

(15) Proof that all contractors have been paid.

ARTICLE 4.2 PLAT REQUIREMENTS

The plat shall be drawn to scale and shall show or be accompanied by the following information:

AP - AMENDING PLAT

MP - MINOR PLAT

RP - REPLAT

PP - PRELIMINARY PLAT

FP - FINAL PLAT

a) Plat Detail	**AP**	**MP**	**RP**	**PP**	**FP**
1. The name of the subdivision, which shall not duplicate an existing or pending subdivision.	**X**	**X**	**X**	**X**	**X**
2. The total acreage and the proposed total number of lots and blocks within the subdivision and the total acreage of rights-of-way.	**X**	**X**	**X**	**X**	**X**
3. The name of the owner and address. If the owner is a partnership, corporation, or other entity other than an individual, the name of the responsible individual such as president or vice-president must be given.	**X**	**X**	**X**	**X**	**X**

a) Plat Detail	AP	MP	RP	PP	FP
4. The name of the licensed public surveyor and licensed engineer, when required, responsible for preparing the plat.	X	X	X	X	X
5. Scale: 1" = 100'.	X	X	X	X	X
6. North arrow, north to be at top of sheet, if possible.	X	X	X	X	X
7. Legend, depicting all symbols, located beside the plat sketch.	X	X	X	X	X
8. Date, revision block, and each revision shall bear a new date.	X	X	X	X	X
9. Applicable Plat Notes as shown in Article 4.2b	X	X	X	X	X
10. Ownership boundaries shall be drawn in very heavy lines and shall include overall dimension and bearings.	X	X	X	X	X
11. Adjacent boundary lines and adjacent right-of-way lines of the proposed subdivision drawn with dashed lines.	X	X	X	X	X
12. A tie to an original corner of the tract of land of which subdivision is a part.	X	X	X	X	X
13 Name and location of adjacent subdivision, streets, easements, pipelines, water courses, etc. and the property lines and name of all adjoining property owners.		X	X	X	X
14. Name and location of adjacent subdivisions, streets, and property lines.	X				

a) Plat Detail	AP	MP	RP	PP	FP
15. Existing and proposed topographic and planimetric features within the subdivision, including water courses and ravines, high banks, width of existing and proposed easements, and any other physical features pertinent to the subdivision. Contour lines at two (2) foot intervals in terrain with a slope of two (2) percent or less and five (5) foot intervals in terrain with slope greater than two (2) percent.		X	X	X	X
16. Existing transportation features within the subdivision including the location and width of right-of-way, streets, alleys, and easements.	X	X	X	X	X
17. Proposed features to be dedicated for public use including location, right-of-way, pavement width, surfacing, and name of streets; approximate width and depth of all lots; and location of building lines, alleys, parks, squares, public easements, sanitary facilities, utilities, and sanitary control easements.	X	X	X	X	X
18. Lot and block lines and numbers of all lots and blocks proposed to be created with complete dimensions for front, rear and side lot lines.	X	X	X	X	X
19. Floodway, 100-year flood plain and finish floor elevation.	X	X	X	X	X
20. Locations and size of dimensions of existing utilities, drainage facilities, streets, alleys, and easements.	X	X	X	X	X
21. Location of City limits line, the outer border of the City's extraterritorial jurisdiction, and zoning district boundaries, if they traverse the subdivision, form part of the subdivision, or are contiguous to such boundary.	X	X	X	X	X

a) Plat Detail	AP	MP	RP	PP	FP
22. Key Map. A key map showing relation of subdivision to well-known streets in all directions to a distance of at least one (1) mile.	X	X	X	X	X
23. An accurate on-the-ground boundary survey of the property with bearing and distances and showing the lines of all adjacent land, streets, easements, and alleys with their names and width. (Streets, alleys and lot lines in adjacent subdivisions shall be shown dashed). All necessary data to reproduce the plat on the ground must be shown on the plat.		X	X	X	X
24. A complete legal description by metes and bounds of the land being subdivided (field notes).		X	X	X	X
25. For streets to be dedicated: Complete curve data (delta, length of curve, radius, point of reverse curvature, point of tangency, chord length, and bearing) shown on each side of the street; length and bearing of all tangents; dimensions from all angle points of curve to an adjacent side lot line shall be provided.			X		X
26. For water courses and easements to be dedicated: Distances to be provided along the side lot lines from the front lot line or the high bank of a stream. Travers line to be provided along the edge of all large water courses in a convenient location, preferably along a utility easement or drainage if paralleling the easement or stream. The 100-year flood plain easement shall be shown where applicable. A note shall be provided prohibiting construction within the 100-year flood plain except for public streets or roads or utilities.			X		X

a) Plat Detail	AP	MP	RP	PP	FP
27. A Certificate of ownership and dedication to the public of all streets, easements, alleys, parks, playgrounds, or other dedicated public uses, signed and acknowledged before a notary public by the owners and any holders of liens against the land.			X		X
28. A certificate of approval to be signed by the Planning & Zoning Chair shall be placed on the face of the plat.			X		X
29. The certificate of the licensed public surveyor who surveyed, mapped and monumented the land shall be placed on the face of the plat.			X		X
30. Phasing Plan				X	

b) Standard Plat Notes	AP	MP	RP	PP	FP
1. The Benchmarks used are INSERT BENCHMARK DATA AND MONUMENT DATA.	X	X	X	X	X
2. Water service is provided by the INSERT NAME OF PROVIDER.			X	X	X
3. Wastewater service is provided by INSERT NAME OF PROVIDER.			X	X	X
4. Electric service is provided by INSERT NAME OF PROVIDER.			X	X	X
5. All easements of record as indicated on the most recent title run, dated INSERT DATE, conducted by INSERT NAME for this property are shown on this plat.	X	X	X	X	X
6. This Plat conforms to the Preliminary Plat approved by the Planning & Zoning Commission on INSERT APPROVAL DATE.					X
7. All subdivision permits shall conform to the City of Bastrop Code of Ordinances, public improvement standards, and generally accepted engineering practices as defined in Chapter 1, Subdivisions of the B^3 Code.			X	X	X
8. Construction Plans and Specifications for all subdivision improvements shall be reviewed and accepted by the City of Bastrop prior to any construction within the subdivision.				X	X

b) Standard Plat Notes	AP	MP	RP	PP	FP
9. The owner of this subdivision, and his or her successors and assigns, assumes sole responsibility for plans for construction of subdivision improvements which comply with applicable codes and requirements of the City of Bastrop. The owner understands and acknowledges that plat vacation or re-platting may be required, at the owner's sole expense, if plans to construct this subdivision do not comply with such codes and requirements.			X	X	X
10. By approving this plat, the City of Bastrop assumes no obligation to construct any infrastructure in connection with this subdivision. Any subdivision infrastructure required for the development of the lots in this subdivision is the sole responsibility of the developer and/or the owners of the lots. Failure to construct any required infrastructure to City standards may be just cause for the City to deny applications for certain development permits including building permits, site plan approvals and/or Certificate of Occupancy.				X	X
11. Fiscal surety for subdivision construction, in a form acceptable to the City of Bastrop, shall be provided prior to plat approval by the City.				X	X
12. No lot in this subdivision shall be occupied until connected to the approved water distribution and wastewater connection facilities.			X	X	X
13 Wastewater and Water systems shall conform to Texas Commission on Environmental Quality (TCEQ).			X	X	X
14. All utilities will be underground.	X	X	X	X	X
15. Impact fees shall be assessed in accordance with the ordinance effective at the time of platting.		X	X	X	X

b) Standard Plat Notes	AP	MP	RP	PP	FP
16. Developer or property owner shall be solely responsible for all relocation and modifications to existing utilities.	X	X	X	X	X
17. A portion of this tract is within a flood hazard area as shown on the Flood Insurance Rate Map Panel # STATE NUMBER for Bastrop County, Effective INSERT DATE, INSERT COMMUNITY NUMBER Community Number, and is on Zone INSERT ZONE.	X	X	X	X	X
18. Temporary and permanent easements to be provided, as required at the City's sole discretion for off-site improvements.			X	X	X
19. As shown hereon, a ten (10) foot wide public utility easement (P.U.E.) is hereby dedicated adjacent to street Rights-of-Way on all lots. A five (5) foot wide P.U.E. is hereby dedicated along each street and rear lot line. (Change to 20 foot adjacent to ROW in BP&L service area.)	X	X	X	X	X
20. Property owner shall provide for access to all easements as may be necessary and shall not prohibit access by government authorities.	X	X	X	X	X
21. No building, fences, landscaping, or other structures are permitted within drainage easements shown, except as approved by the City of Bastrop and/or Bastrop County.	X	X	X	X	X
22. All easements on private property shall be maintained by the property owner or his or her assignees.	X	X	X	X	X

b) Standard Plat Notes	AP	MP	RP	PP	FP
23. No lot or structure shall be occupied prior to the Applicant submitting to the City of Bastrop documentation of subdivision/site registration with the Texas Department of Licensing and Regulations (TDLR) and provide documentation of review and compliance of the subdivision construction plans with Texas Architectural Barriers Act (TABA).					X
24. Erosion and sedimentation controls constructed in accordance with the Subdivision Ordinance of the City of Bastrop are required for all construction on each lot, including single family and duplex construction.		X	X	X	X
25. Public utility and drainage easements where shown and/or described hereon are intended to indicate an easement for construction, operation, and maintenance of public utilities and drainage ways; including, but not limited to, sanitary sewers, force mains, water lines, telephone signal conduits, electric conductors, drainage pipes, and natural gas lines.		X	X	X	X
STANDARD PLAT NOTES SPECIFIC TO CITY LIMITS:					
26. Sidewalks shall be constructed in accordance with the Subdivision Chapter of the B^3 Code.	X	X	X	X	X
27. Prior to construction of any improvements on lots in the subdivision, building permits will be obtained from the City of Bastrop.		X	X	X	X
28. Building setbacks shall be in accordance with the Subdivision Chapter of the B^3 Code.	X	X	X	X	X

b) Standard Plat Notes	AP	MP	RP	PP	FP
STANDARD PLAT NOTES SPECIFIC TO EXTRATERRITORIAL JURISDICTION:					
29 A Bastrop County development permit is required prior to any site development.	X	X	X	X	X
STANDARD PLAT NOTES SPECIFIC TO BASTROP POWER & LIGHT:					
30 Blanket Temporary Access and Construction Easement Document # INSERT NUMBER has been provided for construction access.		X	X	X	X
31 Upon completion of construction and installation of the Electric Facilities on the Property, the developer/owner shall have the Permanent Utility Easement (20 foot easement, to include a 10 foot buffer around all non-opening sides and a 20 foot buffer around opening sides of equipment) surveyed by metes and bounds, at its sole cost and expense, and a copy of that Permanent Easement survey provided to BP&L for the granting and recording of a Permanent Public Utility Easement. The Blanket Temporary Access and Construction Easement shall be vacated as such time BP&L accepts and records the Permanent Public Utility Easement.		X		X	X
32 Any public utility has the right to prune and/or remove trees, shrubbery vegetation and other obstructions to the extent necessary to keep the easements clear. The owner/developer of this subdivision/lot shall provide such providers with any easement and or access required, in addition to those indicated, for the installation and ongoing maintenance of public utilities.	X	X	X	X	X

b) Standard Plat Notes	AP	MP	RP	PP	FP
33 The owner shall be responsible for installation of temporary erosion control, re-vegetation, and tree protection for electric utility work required to provide electric service to this project.		X		X	X
34 All fees must be paid before materials are ordered or construction of electric facilities will be scheduled.		X		X	X
35 Line extension fees are required to be assessed at the time of platting. Provide electric load calculations, number of services, or plans for review.		X	X	X	X
STANDARD PLAT NOTES, WHEN APPLICABLE:					
36 Variance from INSERT CODE AND VARIANCE DESCRIPTION was approved by the City of Bastrop on INSERT DATE.	X	X	X	X	X
37 Residential corner lots on unequal class street shall only access the street with the lower classification. Access for INSERT LOT is prohibited to INSERT STREET NAME.	X	X	X		X
38 All restrictions and notes from the previous existing subdivision, INSERT SUBDIVISION NAME, recorded in INSERT RECORDATION NUMBER, plat records, Bastrop County, Texas, shall apply to this plat.	X		X		X

c) Signature Block	AP	MP	RP	PP	FP
1 Planning & Zoning Commission Approval Format			X	X	X

Approved this INSERT DAY day of INSERT MONTH, INSERT YEAR, A.D. by the Planning & Zoning Commission of the City of Bastrop, Texas.

Approved: **Attest:**

_____ _____

Planning & Zoning Commission Chair **City Secretary**

c) Signature Block	AP	MP	RP	PP	FP
2 Administrative Approval Format	**X**	**X**			

Administratively approved and accepted by the City of Bastrop this INSERT DAY day of INSERT MONTH, INSERT YEAR.

Approved: **Attest:**

_____ _____

City Manager **City Secretary**

_____

Director of Planning & Development

c) Signature Block	AP	MP	RP	PP	FP
3 Certificate of the Licensed Public Surveyor	X	X	X	X	X

The State of Texas§

County of Bastrop§

KNOW ALL MEN BY THESE PRESENTS

That I, INSERT NAME, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Bastrop, Texas.

_____

Signature and Seal of Registered Public Surveyor Date

c) Signature Block	AP	MP	RP	PP	FP
4 Certificate of the Licensed Engineer	X	X	X	X	X

The State of Texas§

County of Bastrop§

KNOW ALL MEN BY THESE PRESENTS

That I, INSERT NAME, do hereby certify that the information contained on this plat complies with the subdivision regulations for the City of Bastrop, Texas and that the 100 year flood plain is as shown and will be contained within the drainage easement and or drainage right-of-way, as shown hereon.

_____

Signature and Seal of Registered Engineer **Date**

c) Signature Block	AP	MP	RP	PP	FP
5 Owner's Signature Block	X	X	X		X

The State of Texas§

County of Bastrop§

KNOW ALL MEN BY THESE PRESENTS

That we, INSERT NAME(S) OF OWNER(S), being the owners of INSERT NUMBER OF ACRES acres out of INSERT LEGAL DESCRIPTION, according to the map or plat recorded in Plat Cabinet INSERT NAME, Page INSERT NUMBER, plat records of Bastrop County, Texas and as conveyed to us by deeds recorded in Instrument Number INSERT NUMBER of the official public records of said county do hereby subdivide said land with the plat shown hereon, to be known asINSERT SUBDIVISION NAME subject to easements and restrictions heretofore granted and not released and do hereby dedicate any streets and/or easements shown hereon to the public.

Witness my hand this INSERT DAY day of INSERT MONTH, INSERT YEAR, A.D.

_____

Property Owner Name

_____

Property Owner Address

c) Signature Block	AP	MP	RP	PP	FP
6 County Clerk Signature Block	X	X	X	X	X

The State of Texas§

County of Bastrop§

I, INSERT COUNTY CLERK'S NAME, County Clerk of Bastrop County, Texas, do hereby certify that the foregoing instrument of writing and its certificate of authentication was filed for record in my office on the INSERT DAY day of INSERT MONTH, INSERT YEAR, A.D. at INSERT HOUR o'clock INSERT AM BEFORE NOON or PM AFTER NOON, in the plat records of Bastrop County, Texas in Plat Cabinet INSERT NAME, Page INSERT NUMBER.

Filed for record on the INSERT DAY day of INSERT MONTH, INSERT YEAR, A.D.

_____

Deputy County Clerk, Bastrop County, Texas

ARTICLE 4.3 INCOMPLETE SUBMISSIONS

All plat submittals shall be reviewed for completeness and must be deemed administratively complete to be considered filed. All incomplete submissions will be returned to applicant on the date listed for completeness checks on the Plat Schedule of Uniform Submittal Dates adopted annually in September by City Council.

ARTICLE 4.4 AUTHORITY RESPONSIBLE FOR APPROVAL

The municipal authority responsible for approving plats is the City of Bastrop Planning & Zoning Commission unless authority is granted to the Director of Planning & Development for Administrative Plats.

ARTICLE 4.5 ACTION TAKEN BY PLANNING & ZONNG COMMISSION

(a) The Planning & Zoning Commission or Director of Planning & Development, as appropriate, shall approve, approve with conditions, or disapprove a plat within 30 days after the date the plat is filed on a Uniform Submittal Date in accordance with Chapter 212, Section 212.009. A plat is considered approved by the municipal authority unless it is approved with conditions or disapproved within that period.

(b) If the plat is disapproved, the Planning & Zoning Commission or Director of Planning & Development, as appropriate, shall provide a written statement to the Applicant listing the deficiencies that the plat has as related to specific City ordinances or state law.

(c) After disapproval, the Applicant may submit to the City a written response that remedies each reason for disapproval provided on a Uniform Submittal Date. If the Applicant responds to the written comments, the Planning & Zoning Commission or Director of Planning & Development, as appropriate, will approve or disapprove the plat within 15 days of resubmission. If disapproved, the Planning & Zoning Commission shall provide a written statement to the Applicant listing the deficiencies the plat has as related to specific this Code or state law.

ARTICLE 4.6 EXPIRATION OF PRELIMINARY PLAT APPROVAL

Approval of the Preliminary Plat does not constitute acceptance of the subdivision, but is authority to proceed with the preparation of the Final Plat. The approved Preliminary Plat shall expire 2 years from the date such plat was approved, if no progress has been made towards completion of the project pursuant to Texas Local Government Code Chapter 245, Issuance of Local Permits, Section 245.005 - Dormant Projects, and the Bastrop Code of Ordinances.

ARTICLE 4.7 RESPONSIBILITY

Notwithstanding the approval of any Final Plat by the Planning & Zoning Commission, the Applicant and the engineer that prepares and submits such plats shall be and remain responsible for the adequacy of the design and nothing in this chapter shall be deemed or construed to relieve or waive the responsibility of the Applicant's engineer with respect to any plat submitted.

ARTICLE 4.8 RECORDATION

After approval of the plat and only after the approval statement in the Plat Signature Blocks has been executed, the City shall file the original of the plat in the Bastrop County Clerk's office after all public improvements, if required, have received final acceptance in accordance with all City Ordinances and the B^3 Technical Manual or posted fiscal security under this Code. One copy of the plat shall be provided to the Director of Planning & Development for filing. The plat shall be submitted on a 24" x 36" mylar sheet(s) with all appropriate signatures provided on the City of Bastrop signature blocks. A current copy of a tax certificate showing all taxes have been paid will be required prior to the City filing the plat with the County.

ARTICLE 4.9 FEES

(a) Platting fees shall be paid at the time of the submittal in accordance with the Code of Ordinances, Appendix A - Fee Schedule.

(b) An application is not administratively complete until all applicable fees have been submitted.

APPENDIX A: DOCUMENTS TO REFERENCE

BASTROP BUILDING BLOCK (B^3) CODE

CITY OF BASTROP CONSTRUCTION STANDARDS MANUAL

CITY OF BASTROP DRAINAGE DESIGN MANUAL

CITY OF BASTROP CODE OF ORDINANCES APPENDIX A -FEE SCHEDULE

CITY OF BASTROP PATTERN BOOK

CITY OF BASTROP DEVELOPMENT MANUAL

BUILDING BASTROP

HONORING OUR AUTHENTIC PAST.
PLANNING FOR OUR SUSTAINABLE FUTURE.

Building Bastrop Policy Statement:

A Purpose Statement and Explanation for all development related code revisions and rulemaking procedures to ensure clarity and consistency.

What is Building Bastrop?

The City of Bastrop launched **Building Bastrop** on August 15, 2018 to create a new set of tools that will support the community in a responsible manner for generations to come. It is all about connecting people to policy. It is about humanizing an otherwise complicated and mundane process of rewriting the City's land-use regulations. It is about the journey that the City of Bastrop has taken to get to this point, weaving together its history and the philosophies that define authentic Bastrop. It is about love, community pride, and defining the City's way of life. It's about Building Bastrop together. Honoring our authentic past. Planning for our sustainable future.

Why is Building Bastrop Important?

Planning for the Next 100 Years: Bastrop, Texas, established on June 8, 1832 making it one of the oldest towns in Texas, will celebrate its 187th birthday in 2019. Bastrop will celebrate 200 years as a city in 2032, just 13 years in the future. The original settlers of Bastrop discovered a lush landscape where several geographies of Texas collide along the banks of the Colorado River. They set out to build a unique and lovely place for the future. Using the tools they had at the time to plan a logical path for growth going forward, they laid the foundation for a resilient community. The geography of the area, the development pattern of the land, and the organization of the buildings established a pure and authentic Texas town. How the City uses the information, gifted from the founders, to guide Bastrop's future is the journey the City must afford itself to take, today, especially since existing codes and regulations would prevent such development from occurring today.

Comprehensive Plan Goals: The City updated its Comprehensive Plan in 2016 with significant participation from the community. Known as Comprehensive Plan 2036, it provides an innovative vision for all aspects of the community including transportation and land-use. This plan also recognized the detrimental effects of sprawl development. The Comprehensive Plan 2036 defines sprawl on Page 2-7 as "a spatial development pattern or condition that occurs when large tracts of land are devoted to a single use (single-use zoning); where individual buildings take up increasingly large portions of land (low-density development); and the only way to navigate from one area to another is by automobile (auto-dependency)."

Aging Infrastructure: 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.

Significant Growth: Year after year, Central Texas continues to top the charts as one of the fastest growing regions in the nation. The ever-growing industries and influx of people moving to the area create substantial opportunities and challenges for the cities in the metro area. Austin's high housing costs, unresolvable traffic congestion, and limited room for growth, created a shortage of attainable housing in Austin proper. Furthermore, its complicated and outdated development code and process further exacerbate the problems. The development patterns in these cities are on a scale, which is out of compliance with the way cities were historically built. There are many serious challenges associated with the pattern of development, referred to as sprawl. They range from the scale, speed, and cost of the streets to the separation of land uses, housing types, and isolation of schools, businesses and civic facilities. Terms often associated with suburban sprawl are placeless places, generic neighborhoods, or anywhere America.

The Need to Get Development Right: Bastrop is facing significant growth, and like most communities, has one shot to get it right! Bastrop currently lies just east of the rapid sprawling growth. It may not be long before the massive growth pressures arrive. As the growth heads eastward, it is imperative Bastrop understand its options and defines the path for its future or it too, could be a place run over with placeless characteristics. As the City of Bastrop prepares to take an eye-opening journey of planning a resilient City for the generation of today, and ones of the future, a connection must be made to understand and respect the history that shaped its past, while planning for a sustainable future.

Building Bastrop Purpose Statement Adopted by Bastrop City Council:

Create a fiscally sustainable community through land-use regulations that are Authentic Bastrop and geographically sensitive.

What does this Purpose Statement Really Mean?

Fiscally sustainable is the ability of a government to sustain its current spending, tax, and other policies in the long-run without threatening government solvency or defaulting on some of its liabilities or promised expenditures. In recent years, local governments have come to understand that suburban sprawl will never lead to fiscal sustainability.

All infrastructure is built as a part of a new development and typically paid for by the developer. The developer pays for the installation one time. The City pays to maintain and/or replace the infrastructure in perpetuity. Yet, the revenue generated from "sprawl" development does not cover the cost of the maintenance and/or replacement of its infrastructure leaving a deficit for the community to have to cover through other sources of revenue or risk letting their infrastructure decline to the point of catastrophic failure.

The City of Bastrop cannot fix the aging infrastructure it has, much less take on any additional infrastructure. Rather than play the "blame game," City Council is playing the "responsibility game." Recognizing that you cannot solve a problem with the same level of thinking that creating it, the City Council is changing the way the City addresses development through the creation and adoption of fiscally sustainable development standards, as noted in the Comprehensive Plan 2036.

Goal 2.1.1.2 of the Comprehensive Plan states "Prepare and utilize a fiscal impact analysis tool when determining the value of annexing property, or when reviewing proposed planned developments or other development proposals". The City of Bastrop hired Verdunity, Inc. to develop a fiscal sustainability model, which will do two (2) things. First, determine how unsustainable existing development is in Bastrop. Second, provide a mechanism to ensure all development built in the future IS fiscally sustainable.

Long term, fiscally sustainable development has to be a win-win for both the City of Bastrop and the development community. The development standards must be economically viable for the developer to build, while generating sufficient revenue for the City of Bastrop to maintain and replace the required infrastructure in perpetuity.

Authentic Bastrop. Authentic means being so in fact, genuine, not fraudulent or counterfeit. In order to be authentic, every development principle, philosophy, etc. that is included in any development related code revision or rulemaking procedure must meet the Building Bastrop Purpose Statement. There cannot be a "cut, copy, and paste" mindset using another city as a model when writing regulations. Every principle, philosophy, etc. included must have a proven history of meeting the elements required in the Purpose Statement, specifically tailored to fit Bastrop.

Geographically sensitive recognizes the differences in geography that exist in Bastrop, which can affect development. For example, part of Bastrop is located on a bluff. Part of Bastrop is flat. Part of Bastrop has clay soil. Part of Bastrop has various sandy soils. There is significant floodplain in Bastrop created from the Colorado River, Gils Branch, and Piney Creek. State Highway 71, a four-lane highway running east/west through Bastrop, creates a physical barrier challenging non-automobile related transportation. Union Pacific Railroad runs through the middle of the community with twelve (12) crossings. The Lost Pines Forest is a unique 13-mile belt of loblolly pines in the City of Bastrop, its extraterritorial jurisdiction (ETJ), and the County. A portion of Bastrop is included in the Lost Pines Conservation Area for the Houston Toad, an endangered species. Therefore, all codes must acknowledge the environment rather than taking a "one-size-fits-all" approach that can lead to the creation of detrimental development.

What are the Elements of Fiscally Sustainable?

In October 2018, SimpleCity Design presented a report on Bastrop DNA Analysis, an in-depth analysis of Downtown Bastrop's anatomy and how it functions as a complete neighborhood. The analysis serves a starting point to inform the conversation as the City plans for implementing new development standards mentioned within the Comprehensive Plan, not just Downtown, but city-wide. The DNA analysis quantified various elements of the original city fabric and captured the patterns of the built environment, which will inform the future of the City through integration into new locally made development standards.

The configuration of streets, buildings, and infrastructure have served Downtown Bastrop patrons, residents, and businesses for hundreds of years, and the value of the built environment continues to rise. The day the buildings were built Downtown was the lowest value they have ever had. The flexibility in design allows market trends to shift with little to no change to the built environment or street network.

Grid. Downtown Bastrop is laid out in an almost perfect series of small gridded blocks that are 330' X 330'. The gridded network of streets is a fundamental element, which creates the most effective and efficient structure for cities to be walkable, flexible, and timeless.

The grid creates flexible blocks. A block could be used as a farm lot, a series of small houses, main street buildings, or even a skyscraper, without reconfiguring the network of streets. The blocks provide a variety of density levels, lot sizes, and organization to fit what the market supports at that time in history.

Streets are sized appropriately to the scale of the buildings and lot makeup. Infrastructure is gridded and provides a series of intersections for redundancy. A natural hierarchy of streets are

determined by building forms and land uses. Bike routes from existing infrastructure can be created based on the use and the design of existing streets. The navigable design makes it easy to move around on food, bike, skateboard or car with endless options for routes.

Diverse building types throughout Downtown Bastrop create fiscally viable options for small businesses and residents, with a variety of income levels. The integration of small buildings, located alongside larger buildings and small houses, located adjacent to larger homes, support a mix of options for people looking to move or open a business in Bastrop.

Walkable Place. Downtown Bastrop was built with clear and logical intentions, from the layout of the streets, the location along the waterfront, the orientation of the buildings, to the variety of building scales and types. The makeup of the original town functioned well for the population then and functions well for the population now. Downtown functions as a complete neighborhood, providing easy access to a wide range of services, housing types, office space, and parks and civic space with a comfortable walk, bike ride, or drive away. The arrangement of the small gridded network of streets further enhances the options provided to the people in Downtown.

It is important to note that Americans walk about a ¼ of a mile or a five (5) minute walk to services or places of interest. However, when the environment is comfortable, shaded and welcoming, they will walk about ½ of a mile. Bastrop's gridded tree-lined streets make it easy to access nature, services and restaurants all within a close proximity creating real opportunities for a walkable neighborhood.

Timeless place. The overall organization of the built environment Downtown Bastrop is timeless. It has already proven to withstand the test of time related to the introduction of cars, new market demands, new housing trends, how services are delivered, and how people choose to live in the modern world.

Key elements, which make Downtown Bastrop timeless and fiscally sustainable, include:

- the continuous rows of buildings and how they address the street;
- flexible space and building types to support a range of businesses and housing options;
- existing resources, infrastructure, and buildings are easily adaptable for modern trends;
- the blocks provide a variety of density levels, lot sizes, and organization to fit what is supported at that time in history;
- the shopfronts and ground floor characteristics at the street edge;
- upper story space to house offices, residents, or artists/creative spaces;
- awnings and street trees shading wide sidewalks;
- parks and civic spaces integrated into the built form of the City;
- human scale signs informing people what comes next;
- products spilling into the sidewalks from nearby storefronts;
- incremental development and lack of uniformity creates an inherit visual interest; and
- the people who live, work, and own shops and businesses Downtown.

Golden ratio, also known as Fibonacci sequence. Timeless, walkable places must be visually appealing, comfortable, and built to scale. The golden ratio, also known as divine proportion, appears in art, nature, and science including flower petals, pinecones, shells, trees, and storms. Utilizing the golden ratio into development standards provides a mathematical equation for creativity, when most architects and engineers of today's era have experience in "suburban sprawl" development techniques.

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM:** 9S

TITLE:
Consider action to approve the second reading of Ordinance No. 2019-54 of the City Council of the City of Bastrop, Texas adopting a development manual in compliance with Bastrop Building Block (B3) Code – enacting purpose, authority and jurisdiction, as attached in Exhibit A; establishing a repealing clause; providing severability; providing an effective date.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager/Interim Director of Planning & Development

BACKGROUND/HISTORY:
House Bill 3167 of the 86th Session of the Texas Legislature requires that a subdivision development plan, subdivision construction plan, site plan, land development application, site development plan, preliminary plat, general plan, final plat, and replat be approved, approved with conditions, or disapproved by staff and/or Planning & Zoning Commission within 30 days of submission or it is deemed approved by inaction.

POLICY EXPLANATION:
Texas Local Government Code Chapter 212, Subchapter A. Regulation of Subdivisions, Section 212.002. Rules grants authority to a governing body of a municipality, after conducting a public hearing on the matter, to adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality.

In order to ensure compliance with Texas Local Government Code Chapters 211 and 212, City Council will annually adopt Schedule of Uniform Submittal Dates for Zoning Change & CUP applications, Public Improvement Plan applications, Plat applications, and Site Development Plan applications. The Schedule of Uniform Submittal Dates will include dates when applications will be accepted, when review for completeness checks will occur, and Planning & Zoning Commission meetings.

In order ensure compliance with the Bastrop Building Block Code (B^3) and the B^3 Technical Manual (B^3TM) - Purpose, Authority and Jurisdiction, which require a Development Manual, the City Council needs to adopt a Development Manual fulfilling both requirements.

FUNDING SOURCE: N/A

RECOMMENDATION:
Consider action to approve the second reading of Ordinance No. 2019-54 of the City Council of the City of Bastrop, Texas adopting a development manual in compliance with Bastrop Building Block (B3) Code – enacting purpose, authority and jurisdiction, as attached in Exhibit A; establishing a repealing clause; providing severability; providing an effective date.

ATTACHMENTS:

- Ordinance
- Development Manual
- Building Bastrop Policy Statement

ORDINANCE 2019-54

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ADOPTING A DEVELOPMENT MANUAL IN COMPLIANCE WITH BASTROP BUILDING BLOCK (B3) CODE – ENACTING PURPOSE, AUTHORITY AND JURISDICTION, AS SHOWN IN EXHIBIT A; ESTABLISHING A REPEALING CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Bastrop City Council ("City Council"), as a duly-elected legislative body, finds that it is facing significant historic and contemporary land use challenges that existing regulations were not designed to address; and

WHEREAS, House Bill 3167 of the 86th Session of the Texas Legislature requires that a subdivision development plan, subdivision construction plan, site plan, land development application, site development plan, preliminary plat, general plan, final plat, and replat be approved, approved with conditions, or disapproved by staff and/or Planning & Zoning Commission within 30 days of submission or it is deemed approved by inaction; and

WHEREAS, Texas Local Government Code Chapter 212, Subchapter A. Regulation of Subdivisions, Section 212.002. Rules grants authority to a governing body of a municipality, after conducting a public hearing on the matter, to adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and

WHEREAS, to ensure compliance with Texas Local Government Code Chapters 211 and 212, City Council will annually adopt Schedule of Uniform Submittal Dates for Zoning Changes, Public Improvement Plan applications, Plat applications, and Site Development Plan applications. The Schedule of Uniform Submittal Dates will include dates when applications will be accepted, when review for completeness checks will occur, and Planning & Zoning Commission meetings; and

WHEREAS, in compliance with the Bastrop Building Block (B3) Code and the B3 Technical Manual (B3TM) - Purpose, Authority and Jurisdiction, which require a Development Manual, City Council adopts a Development Manual dated August 27, 2019 in compliance with both requirements.

DRAFT

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

SECTION 1. FINDINGS OF FACT The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. ADOPTION AND AMENDMENT The City Council hereby adopts the Development Manual dated August 27, 2019, as attached in Exhibit A.

The Development Manual may be amended by the City Manager and the City Council shall be notified of any changes. The Development Manual may be amended at any time but shall be reviewed on an annual basis. Any proposed amendment that is in conflict with current Ordinance shall be presented to City Council for review.

SECTION 3. REPEALER In the case of any conflict between the other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 4. SEVERABILITY If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 5. ENFORCEMENT The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 6. EFFECTIVE DATE This Ordinance shall take effect immediately upon passage and publication.

SECTION 7. OPEN MEETINGS It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

DRAFT

READ and APPROVED on First Reading on the 22nd day of October 2019.

READ and ADOPTED on Second Reading on the 12th day of November 2019.

APPROVED:

_____

Connie B. Schroeder, Mayor

ATTEST:

_____

Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____

Alan Bojorquez, City Attorney

DRAFT

City of Bastrop Development Manual



Adopted November 12, 2019

Planning & Development Department
1311 Chestnut Street
Bastrop, Texas 78602
(512) 332-8840

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Development Team

City of Bastrop, TX Development Process

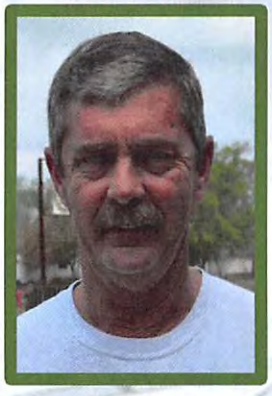
Development Team

Building Inspection



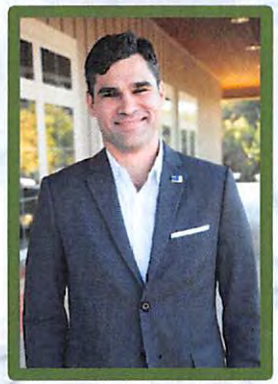
David Brasich
Building Official
dbrasich@cityofbastrop.org
512-332-8840

Electric



Curtis Ervin
Director of BP&L
cervin@cityofbastrop.org
512-332-8900

Engineering



Tony Buonodono
City Engineer
jbuonodono@cityofbastrop.org
512-332-8800

Fire



Chief Andres Rosales
Fire Chief
arosales@cityofbastrop.org
512-332-8800

Planning / Zoning

Vacant
Director of Planning
& Development
512-332-8840

Public Works



Trey Job
Assistant City Manager
– Development Services
tjob@cityofbastrop.org
512-332-8800



Chief James Altgelt
Assistant City Manager
– Public Safety &
Community Support
jaltgelt@cityofbastrop.org
512-332-8800



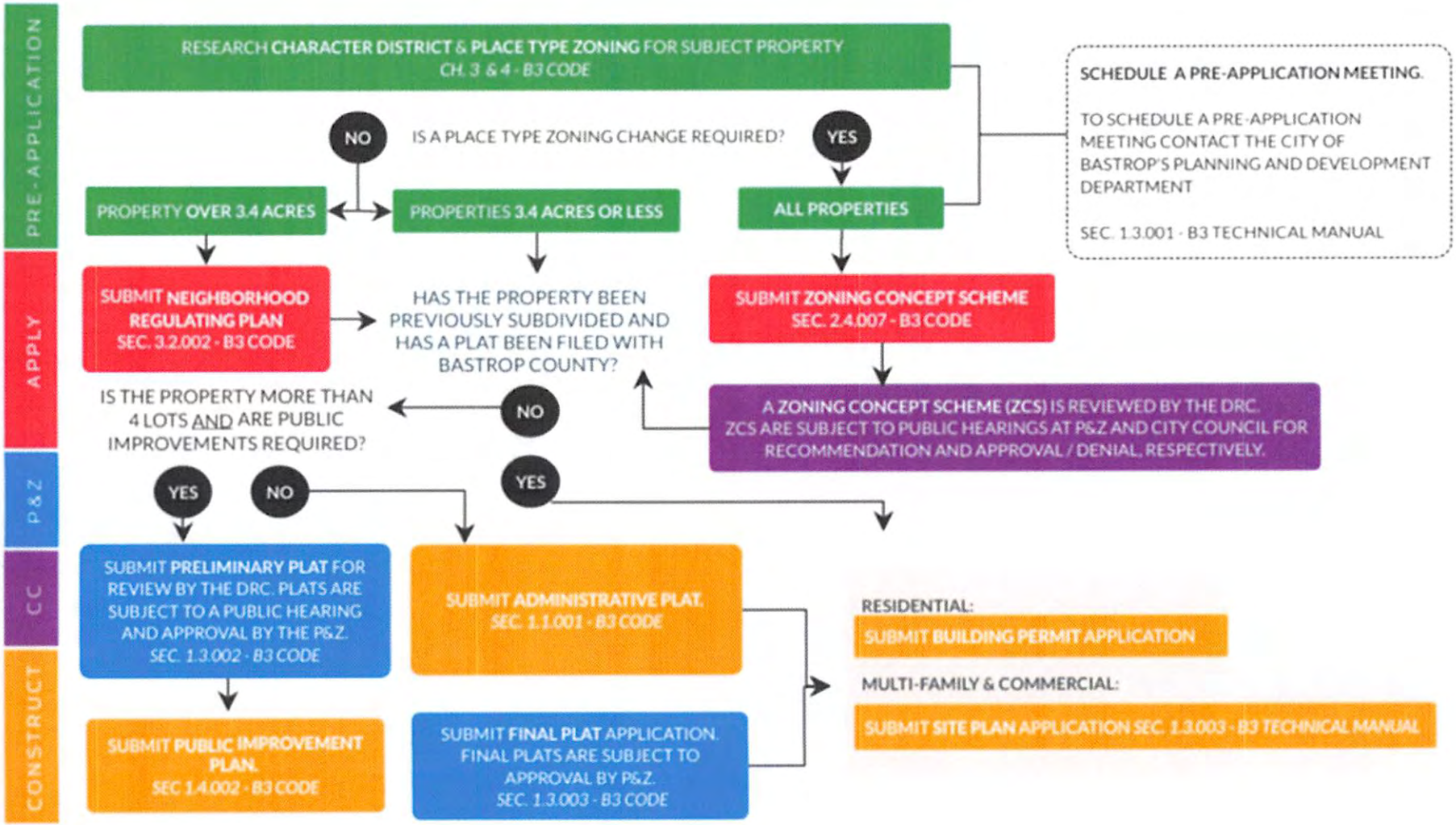
Vivianna Hamilton
Planning Technician
vhamilton@cityofbastrop.org
512-332-8840



Lynda Humble
City Manager
lhumble@cityofbastrop.org
512-332-8800

City of Bastrop, TX Development Process

Overview



City of Bastrop, TX Development Process

Planning Application

City of Bastrop, TX Development Process

Planning Application

Select Your Plan:					
	Subdivision		**Zoning & Development**		**Other**
	Minor Plat		**Planned Development**		**Abandonment – Easement**
	Amending Plat		**Site Development Plan**		**Abandonment – ROW**
	Replat		**Zoning Variance**		**License to Encroach – ROW**
	Preliminary Plat ☐ Yes ☐ No: TxDOT permits required (If yes, must attach to this application) ☐ Yes ☐ No: Temporary Construction Easements required (If yes, must attach to this application) ☐ Yes ☐ No: Lost Pines Conservation Permit required (If yes, must attach to this application)		**Conditional Use Permit**		**License to Encroach – Easement**
			Site Work (On-Site Infrastructure)		**Work in ROW**
			Infrastructure Plan		**Land Disturbance**
			Public Improvement Plan Agreement		**Administrative Appeal**
	Final Plat		**Conceptual Drainage Plan**		**Planning Appeal**
	Plat Vacation		**Preliminary Drainage Plan**		**Voluntary Annexation**
	Public Improvement Plans		**Final Drainage Plan**		**Certificate of Appropriateness**
	Subdivision Variance		**Regulating Plan**		

***See associated checklists to ensure a complete submittal.**

Project Information

Project Name (if any):_____

Project Address:_____ BCAD Property ID:_____

Legal Description: _____

Land Use Category (what is the property being used for now?):_____

Existing Zoning District:_____ Proposed Zoning District (If rezoning):_____

Name of Overarching Regulation (PD, MUD, DA, etc.):_____

Total Acreage:_____ Total Lots:_____

Acreage Not Designated as Lots:_____ Lots Subject to Parkland Fee:_____

Fiscal Impact Information

Price Points of Houses by Lot Size (i.e. Range of anticipated home purchase prices): _____

_____

Infrastructure Cost of Paving and Drainage:_____

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Heart of the Lost Pines / Est. 1832

Planning Application

Property Owner

Name/Entity/Trustee: _____

Address: _____

Phone Number: _____ E-mail Address _____

Applicant

Name: _____ Role (i.e. developer, agent, etc.): _____

Company Name: _____

Address: _____

Phone Number: _____ E-mail Address _____

Additional Contact (Optional)

Name: _____ Role (i.e. engineer, architect, etc.): _____

Company Name: _____

Address: _____

Phone Number: _____ E-mail Address _____

The applicant certifies that the facts stated herein and exhibits attached hereto are true, correct, and complete. **If this application is filed by anyone other than the property owner, an Agent Authorization form signed by all property owners must accompany this application.** Signature below also authorizes the City of Bastrop and its agents to visit and inspect the property for which this application is being submitted.

_____ _____

Signature and Title Date

Staff Use Only

Received by: _____ Date: _____ Fees Paid: $_____

Comments: _____

Administratively Complete Date: _____ Reviewed for Completeness by: _____

Date for Notice in Paper: _____ Date for Prop. Owner Notification: _____

Date of P&Z Commission Meeting: _____ Date of City Council Meeting: _____

Pre-Development Meeting

Pre-Development Meeting Request

INSTRUCTIONS: Please submit this completed form and required items electronically to Vivianna Hamilton, Planning Technician at vhamilton@cityofbastrop.org or provide one hard copy of all materials in-person at 1311 Chestnut Street, Bastrop, TX 78602. The meeting will be scheduled once ALL required items are provided.

Contact Information

Contact Name(s): _____

Owner's Name(s): _____

Project Name: _____

Project Address(s): _____

Owner's Email Address: _____

Owner's Phone Number: _____

Current Zoning (Place Type): _____

REQUIRED ITEMS FOR PRE-DEVELOPMENT MEETING	
	1. Completed Pre-Development Meeting Request Application
	2. Sketch Drawing of lots, blocks, and street layout.
	3. Concept Drainage Plan, as required by Section 2.B.3 of the Stormwater Drainage Design Manual.

I, the undersigned, request a pre-development meeting for the purpose of discussing a proposed project in general terms. I have proved the information requested in this form and understand that this meeting does not constitute City review for purposes of approval or permit issuance. A licensed professional engineer should be consulted independently by the applicant regarding potential drainage, utility, and floodplain impact issues prior to making any decisions regarding real estate or other business transactions.

Furthermore, I understand that this meeting is not a development permit application and does not constitute the first in a series of permits or projects, as defined by 245.001 et Seq. of the Texas Local Government Code, for this proposed project. Plans shall be prepared in accordance with the City of Bastrop Code of Ordinances, as well as any federal, state, or local codes incorporated or referenced therein.

_____ _____

Signature Date

_____

Print Name

Pre-Development Meeting Request

List of people who will attend the meeting and their responsibilities in the development:

_____

_____

_____

Please check any topics that you wish to discuss at the meeting: The following are general discussion topics. If you have specific questions, please provide more information in the box below:

	Planning - Zoning		Transportation		Building Code
	City Limits or ETJ		Master Thoroughfare Plan		Occupancy Class
	Current Place Type(s)		Driveway Locations		Exit Requirements
	Building Setbacks, Height, and Lot Size Requirements		Parking and Loading Design Requirements		Adopted Code Books
	Architectural Design Standards		Sidewalks		Signage
	Parking Requirements		Access Easements		Historical Preservation
	Bufferyard Requirements		Ingress & Egress		
	Screening Requirements		License to Encroach		**Iredell District Overlay**
	Application Process and Schedule		Street Design		Building Materials
	Other:		Other:		Certificate of Appropriateness
	Planning – Subdivision		**Engineering – Drainage & Utilities**		**Fire**
	Verify type of Plat required		Detention/Water Quality Requirements		Fire Access
	Preliminary Plats		Drainage Study Requirements		Lanes/Turning Radii
	Minor Plats/Replats		FEMA Flood Plain		Hydrants / Hose Lengths
	Easements		Water & Sewer Infrastructure		Sprinklers & Alarms
	Addressing / Street Signage		Verify Existing Lines and Size		
			Taps & Meters		
	Other:		Other:		Other:
	Electric – BP&L		**Parks & Recreation**		**Industrial Pre-Treatment**
	Power Needs in order to size transformers		Tree Preservation / Mitigation / Survey		Backflow Prevention Assemblies (BPAs)
	Underground Primary Electric Service		Landscaping Requirements		Pre-Treatment Requirements
	Underground Secondary Electric Service		Parkland Dedication / Fee-in-Lieu		
	Street Lighting		Public Realm		
	Other:		Other:		Other:

Additional Comments/Questions:

Conceptual Drainage Checklist

City of Bastrop, TX Development Process

City of Bastrop, Texas
Conceptual Drainage Plan Checklist

Planning Department • 1311 Chestnut Street • 512-332-8840

APPLICANT:			OFFICIAL USE ONLY	
Included in Submittal	Bastrop Ordinance 2019-36 – Stormwater Drainage Design Manual – Appendix A requires:		Meets Standard	Does Not Meet Standard
	A.	**Conceptual Drainage Site Plan**		
		The conceptual drainage site plan shall be submitted at the time of Concept Plan submittal at the same scale as the Concept Plan, preferably one inch is equal to fifty feet (1"=50') and shall include:		
	1.	Project Description.		
	1a.	Address and legal description of site.		
	1b.	Vicinity map.		
	1c.	Land use.		
	2.	Existing Conditions.		
	2a.	Copy of applicable digital orthophotos showing the proposed boundaries.		
	2b.	A topographic map of existing site conditions (no greater than two-foot (2') contour interval with drainage basin boundaries indicated and project boundaries shown at the same scale as the Sketch Plat.		
	3.	Total area size of development in acres.		
	4.	Total impervious area as a percentage (%) of total area.		
	5.	Benchmarks used for site control.		
	6.	Perennial and intermittent streams.		
	7.	Map of predominant soils from USDA soil surveys.		
	8.	Boundaries of existing predominant vegetation.		
	9.	Location and boundaries of other natural feature protection and conservation areas, such as wetlands, lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.		
	10.	Location of existing roads, buildings, parking areas and other impervious surfaces.		
	11.	Existing utilities (e.g., water, sewer, gas, electric) and easements.		
	12.	Location of existing drainage conveyance systems such as grass channels, swales, and storm drains.		
	13.	Flow paths.		
	14.	Location of floodplain/floodway limits and relationship of site to upstream and downstream properties and drainage systems.		
	15.	Location and dimensions of existing channels, bridges or culvert crossings.		
	B.	**Conceptual Site Layout**		
	1.	Hydrologic analysis to determine conceptual runoff rates, volumes, and velocities to support selection of stormwater controls.		
	2.	Conceptual site design identifying integrated site design practices used.		
	3.	Conceptual estimates of the three-storm design approach requirements (i.e. 2-year, 25-year and 100-year 24-hour storms)		
	4.	Conceptual selection, location and size of proposed structural stormwater controls.		
	5.	Conceptual limits of proposed grading and clearing.		
	6.	Total proposed impervious area, as a percentage of total area.		

Zoning Change Process

2019 – 2020 Place Type Zoning Change Schedule of Uniform Submittal Dates

Zoning Submission will only be accepted on these dates between 8:00 a.m. - 3:00 p.m.	All Submissions shall be reviewed for completeness and must be deemed administratively complete to be considered filed.	Due Date for Public Notice Notification in the Bastrop Advertiser	Planning & Zoning Commission Meeting Date	City Council Meeting Date 1st Reading	City Council Meeting Date 2nd Reading
9/16/2019	9/17/2019	10/8/2019	10/31/2019	11/12/2019	11/26/2019
10/7/2019	10/8/2019	10/29/2019	11/21/2019	11/26/2019	12/10/2019
11/4/2019	11/5/2019	11/26/2019	12/19/2019	1/14/2020	1/28/2020
12/16/2019	12/17/2019	1/7/2020	1/30/2020	2/11/2020	2/25/2020
1/13/2020	1/14/2020	2/4/2020	2/27/2020	3/10/2020	3/24/2020
2/10/2020	2/11/2020	3/3/2020	3/26/2020	4/14/2020	4/28/2020
3/16/2020	3/17/2020	4/7/2020	4/30/2020	5/12/2020	5/26/2020
4/13/2020	4/14/2020	5/5/2020	5/28/2020	6/9/2020	6/23/2020
5/11/2020	5/12/2020	6/2/2020	6/25/2020	7/14/2020	7/21/2020
6/15/2020	6/16/2020	7/7/2020	7/30/2020	8/11/2020	8/25/2020
7/13/2020	7/14/2020	8/4/2020	8/27/2020	9/8/2020	9/22/2020
8/10/2020	8/11/2020	9/1/2020	9/24/2020	10/13/2020	10/27/2020
9/14/2020	9/15/2020	10/6/2020	10/29/2020	11/10/2020	11/24/2020
10/5/2020	10/6/2020	10/27/2020	11/19/2020	11/24/2020	12/8/2020
11/2/2020	11/3/2020	11/24/2020	12/17/2020	1/12/2021	1/26/2021

*Adopted by City Council on August 27, 2019 – Ordinance 2019-32

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Heart of the Lost Pines
Est. 1832

Process – Zoning

Pre-Development Meeting (Mandatory)
STEP 1

- Requires complete application and appointment
- Provide sketch drawing of lot, block and street layout
- Discuss land-uses/fiscal sustainability
- Feedback from Staff

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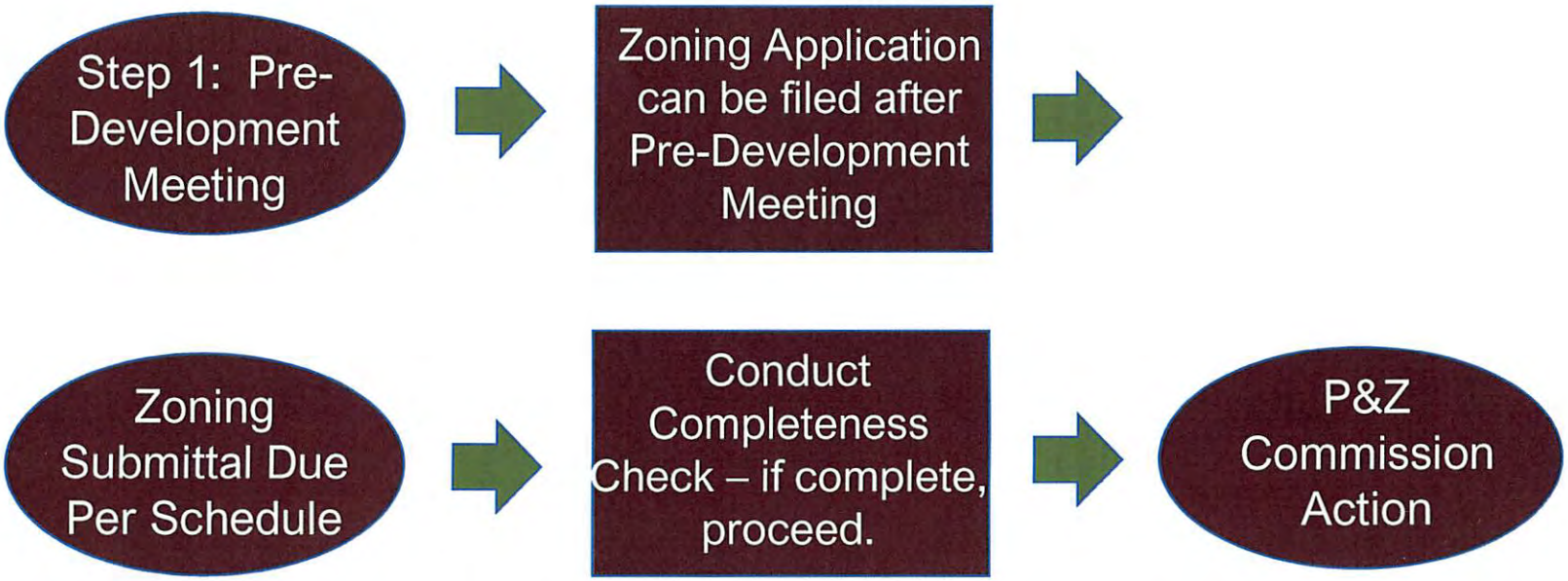
Heart of the Lost Pines / Est. 1832

Proposed Process Overview – Zoning Process



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Heart of the Lost Pines / Est. 1832

Process – Zoning

Zoning Submittal	Review for Completeness Check	Planning & Zoning Commission Consideration	City Council Consideration
• Once Pre-Development Mtg. occurs, a completed Zoning application can be submitted according to the Zoning Schedule Uniform Submittal Dates.	• Review for Administrative Compliance. • If complete, goes onto P&Z Commission agenda. • If incomplete, submittal is rejected.	• Conducts a Public Hearing. • Recommends approval or denial to City Council.	• Conducts a Public Hearing. • Approves or denies Zoning request.

Zoning Concept Scheme Checklist

City of Bastrop, Texas
Zoning Concept Scheme Checklist

Planning Department • 1311 Chestnut Street • 512-332-8840

BASTROPTX
Heart of the Lost Pines
Est. 1832

APPLICANT:			OFFICIAL USE ONLY	
Included in Submittal	PER ORDINANCE 2019-54, ADOPTION OF CITY OF BASTROP DEVELOPMENT MANUAL, ZONING CONCEPT SCHEME REQUIREMENTS ARE AS FOLLOWS:		Meets Standard	Does Not Meet Standard
		Any application for zoning or for an amendment or change shall require a Zoning Concept Scheme – The concept scheme shall be submitted by the applicant at the time of the zoning request. The scheme shall show the applicant's intent for the use of the land within the proposed area in a graphic manner and as may be required, supported by written documentation of proposals and standards for development. The City may prepare application form(s) which further describe and explain the following requirements: 1. The Zoning Concept Scheme shall include:		
	a.	Boundary of the proposed area.		
	b.	A scaled drawing showing types and location of proposed uses.		
	c.	Thoroughfares and preliminary lot arrangements.		
	d.	A sketch drawing that shows the size, type and location of buildings and building sites, access, density, building height, fire lanes, screening, parking areas, landscaped areas, and project scheduling.		
	e.	Physical features of the site including a scaled drawing showing major existing vegetation, natural water courses, creeks or bodies of water and an analysis of planned changes in such natural features as a result of the development. This shall include a delineation of any flood prone areas.		
	f.	Any existing thoroughfares and easements.		
	g.	Location of proposed public open spaces or civic spaces.		
	h.	The points of ingress and egress from existing and proposed streets.		
	i.	A landscape plan showing turf areas, screening walls, ornamental planting, wooded areas to be preserved, and trees to be planted. The landscape plan should provide types of plantings to be used and give a general landscape design scheme for the development.		
	j.	A conceptual infrastructure plan showing the location of any existing or proposed utilities needed to adequately serve the development.		
	k.	Architectural drawings (elevations, etc.) showing elevations and architectural style to be used throughout the development.		
	l.	A parks and trails plan showing any proposed parks, trails, hardscape, playscape, water feature or any other proposed improvements to any civic or open space		
	m.	A Conceptual Drainage Plan as required by Appendix A of the City of Bastrop Stormwater Drainage Design Manual.		

Neighborhood Regulating Plan Process

2019 – 2020 Regulating Plan Schedule of Uniform Submittal Dates

Regulating Plan Submission will only be accepted on these dates between 8:00 a.m. - 3:00 p.m.	All Submissions shall be reviewed for completeness and must be deemed administratively complete to be considered filed.	Responses to Approval with Conditions will only be accepted on these dates between 8:00 a.m. – 3:00 p.m. for Director of Planning & Development Action calendared on same line*	DRC Review Approval with Conditions – Staff Recommendations to Approve /Disapprove	*Director of Planning & Development Action on Regulating Plans
11/11/2019	11/12/2019	11/22/2019	12/5/2019	12/5/2019
12/30/2019	12/31/2019	1/10/2020	1/16/2020	1/23/2020
1/13/2020	1/14/2020	1/24/2020	1/30/2020	2/6/2020
2/10/2020	2/11/2020	2/21/2020	2/27/2020	3/5/2020
3/9/2020	3/10/2020	3/20/2020	3/26/2020	4/2/2020
4/13/2020	4/14/2020	4/24/2020	4/30/2020	5/7/2020
5/11/2020	5/12/2020	5/22/2020	5/28/2020	6/4/2020
6/8/2020	6/9/2020	6/19/2020	6/25/2020	7/2/2020
7/13/2020	7/14/2020	7/24/2020	7/30/2020	8/6/2020
8/10/2020	8/11/2020	8/21/2020	8/27/2020	9/3/2020
9/21/2020	9/22/2020	10/2/2020	10/8/2020	10/15/2020
10/12/2020	10/13/2020	10/23/2020	10/29/2020	11/5/2020
11/9/2020	11/10/2020	11/20/2020	12/3/2020	12/3/2020

*Adopted by City Council on October 22, 2019 – Ordinance 2019-57

BASTROPTX
Heart of the Lost Pines
Est. 1832

Neighborhood Regulating Plan Checklist

City of Bastrop, TX Development Process

City of Bastrop, Texas Neighborhood Regulating Plan Checklist

Planning Department • 1311 Chestnut Street • 512-332-8840

APPLICANT:			OFFICIAL USE ONLY	
Included in Submittal	PER ORDINANCE 2019-54, ADOPTION OF CITY OF BASTROP DEVELOPMENT MANUAL, ZONING CONCEPT SCHEME REQUIREMENTS ARE AS FOLLOWS:		Meets Standard	Does Not Meet Standard
	a.	Submission includes:		
	1.	Legal description & geographic location map.		
	2.	Block and Place Type designation.		
	3.	Demonstrate the structure of the proposed neighborhood based on the standards associated with the property.		
	3A.	The proposed neighborhood must allocate a variety of Place Types on sites over 3.4 acres or per block of development, as defined in the B3 Code.		
	3B.	Each block may vary in design. Natural conditions, physical barriers, special site features or existing development shall be used to inform the patterns of the block. See the Pattern Book for alternative block configurations.		
	4.	Street Network		
	4A.	The street network plan must show existing streets and the transition Street Types into the proposed neighborhood.		
	4B.	A network of streets shall show streets to and through the development.		
	5.	Street Types		
	5A.	Each Street Type is scaled propositional to the associated Place Types and Building Types.		
	5B.	Blocks with Street Types with wider than 55.5 feet of right-of-way can chose to create smaller blocks or propose to adjust the grid to accommodate the selected street network of Street Types.		
	5C.	Blocks with Street Types wider than 55.5 feet of right-of-way must also demonstrate the fiscal sustainability of the requested Place Types and Street Types.		
	5D.	Blocks adjacent to undeveloped land, areas unsuitable for development, or pre-existing incomplete Blocks may be exempt from Block Face length and Block perimeter requirements by Warrant.		
	6.	Refer to the Transportation Masterplan and Thoroughfare Masterplan for street network requirements.		

Platting Process

2019 – 2020 Plat & Site Plan Schedule of Uniform Submittal Dates

Plat Submissions will only be accepted on these dates between 8:00 a.m. - 12:00 p.m.	All Submissions shall be reviewed for completeness and must be deemed administratively complete to be considered filed.	Due Date for Public Notice Notification in the Bastrop Advertiser, if Public Hearing is Required.	Responses to Approval with Conditions will only be accepted on these dates between 8:00 a.m. – 3:00 p.m. for Inclusion on Planning & Zoning Commission Meeting Agenda or Administrative Review in the same month. (15 Day Review Requirement or Deemed Approved)	DRC Committee Review – Staff Recommendation to Approve, Approve with Conditions or Disapprove	Planning & Zoning Commission Packet Published	Planning & Zoning Commission Meeting Date / Administrative Decision for Amending Plats & Replats not requiring Public Hearing.
9/3/2019	9/3/2019	9/3/2019	9/13/2019	9/19/2019	9/20/2019	9/26/2019
10/7/2019	10/8/2019	10/8/2019	10/18/2019	10/24/2019	10/25/2019	10/31/2019
10/28/2019	10/29/2019	10/29/2019	11/08/2019	11/14/2019	11/15/2019	11/21/2019
11/25/2019	11/26/2019	11/26/2019	12/06/2019	12/12/2019	12/13/2019	12/19/2019
1/06/2020	1/7/2020	1/7/2020	1/17/2020	1/23/2020	1/24/2020	1/30/2020
2/3/2020	2/4/2020	2/4/2020	2/14/2020	2/20/2020	2/21/2020	2/27/2020
3/3/2020	3/3/2020	3/3/2020	3/13/2020	3/19/2020	3/20/2020	3/26/2020
4/6/2020	4/7/2020	4/7/2020	4/17/2020	4/23/2020	4/24/2020	4/30/2020
5/4/2020	5/5/2020	5/5/2020	5/15/2020	5/21/2020	5/22/2020	5/28/2020
6/1/2020	6/2/2020	6/2/2020	6/12/2020	6/18/2020	6/19/2020	6/25/2020
7/6/2020	7/7/2020	7/7/2020	7/17/2020	7/23/2020	7/24/2020	7/30/2020
8/3/2020	8/4/2020	8/4/2020	8/14/2020	8/20/2020	8/21/2020	8/27/2020
8/31/2020	9/1/2020	9/1/2020	9/11/2020	9/17/2020	9/18/2020	9/24/2020
10/5/2020	10/6/2020	10/6/2020	10/16/2020	10/22/2020	10/23/2020	10/29/2020
10/26/2020	10/27/2020	10/27/2020	11/6/2020	11/12/2020	11/13/2020	11/19/2020
11/23/2020	11/24/2020	11/24/2020	12/4/2020	12/10/2020	12/11/2020	12/17/2020

*Adopted by City Council on August 27, 2019 – Ordinance 2019-32

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Heart of the Lost Pines
Est. 1832

Plat & Site Plan Schedule of Uniform Submittal Dates – 2019/2020

City of Bastrop, Texas
Plat Checklist

Planning Department • 1311 Chestnut Street • 512-332-8840

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PER ORDINANCE 2019-54, ADOPTION OF CITY OF BASTROP DEVELOPMENT MANUAL, PLAT CHECKLIST REQUIREMENTS ARE AS FOLLOWS:

The sub-divider shall submit a plat of the entire area being subdivided. Each Submittal Package shall contain the following documents in order to be deemed complete. If all items are not present, the submission will not be accepted. The submission will be considered a filed application on the next uniform submittal date after which the submission has been considered administratively complete.

A.	Completed and signed Planning Application.
B.	Agent Authorization Letter.
C.	Signed Project Description Letter explaining proposed project, including number of lots existing and proposed, and if those lots are residential or commercial. If submission is for Vacating Plat, the Project Description Letter must provide evidence that the current plat does not meet the proposed development, granting the vacation would not be detrimental to the public health, safety, or welfare or otherwise injurious to the other property in the area, does not substantially conflict with the Comprehensive Plan and the purposes of the Code, and would not generally apply to other properties in the area, and contain signatures of owners of all lots within the original subdivision, if not under common ownership.
D.	Bastrop Central Appraisal District Map highlighting the subject property.
E.	Copy of deed showing current ownership.
F.	Copy of current tax statement of account or tax receipt showing taxes have been paid.
G.	Plat prints, collated and folded: Eight (8) 24" X 36".
H.	Eight (8) prints of the approved Preliminary Drainage Study as required in Section 4.10.6, if submitting a preliminary plat. (Ordinance No. 2019-26)
I.	Eight (8) prints of the utility schematic/plan.
J.	Eight (8) copies of letter outlining Planned Development requirements and how those required are addressed on the plat, if zoning is derived from a Planned Development.
K.	Utility Easement Release approvals from all utility providers.
L.	Proof of ability to serve by each proposed utility or completed utility evaluation by the City if utility is provided by the City.
M.	Digital Submittal: Digital submittals shall be provided on a labeled CD/DVD or flash drive in the format specified below in addition to the hard copy submittal. Application will not be accepted if not in the specified format listed below. The CD/DVD or flash drive will not be returned to the applicant.
	1. PDF 1 – Main Application Materials shall be one document and include a title page called Application – (Specify Project Name), Completed Application, Agent Authorization Form, Waiver Letter, and Project Description Letter.
	2. PDF 2 – Plats & Utilities shall be one document and include a title page called Plat Details – (Specify Project Name), Plat(s), drainage study, and utility schematics.
	3. PDF 3 – Remaining Checklist Items shall be one document and include a title page called Checklist Items – (Specify Project Name), tax map, deed(s), tax certificate, and Planned Development Information (if applicable).
	4. GIS or AutoCAD Files – should include files that show new parcel layout and easements formatted in a GIS geodatabase file or shape file; AutoCAD dwg file spatially referenced using NAD_1983_StatePlane_Texas_Central_FIPS_4203_Feet. should be Parcels_ProjectName and Easements_ProjectName.

N.	Plat filing fee shall be paid at the time of the submission as set forth in City of Bastrop Code of Ordinances – Appendix A.
O.	Copy of original plat, if filing an amending plat or replat.
P.	Proof of approved variances, if any.
Q.	All other required submittals and approvals required by this chapter.
R.	For Final Plat, proof that all contractors have been paid.

	PLAT DETAIL	Amending	Minor	Replat	Preliminary Plat	Final Plat
1	The name of the subdivision, which shall not duplicate an existing or pending subdivision.	X	X	X	X	X
2	The total acreage and the proposed total number of lots and blocks within the subdivision and the total acreage of rights-of-way.	X	X	X	X	X
3	The name of the owner and address. If the owner is a partnership, corporation or other entity other than an individual, the name of the responsible individual such as president or vice-president must be given.	X	X	X	X	X
4	The name of the licensed public surveyor and licensed engineer, when required, responsible for preparing the plat.	X	X	X	X	X
5	Scale: 1" = 100'.	X	X	X	X	X
6	North arrow, north to be at top of sheet, if possible.	X	X	X	X	X
7	Legend, depicting all symbols, located beside the plat sketch.	X	X	X	X	X
8	Date, revision block, and each revision shall bear a new date.	X	X	X	X	X
9	Applicable Plat Notes as shown in Section 4.10.4	X	X	X	X	X
10	Ownership boundaries shall be drawn in very heavy lines and shall include overall dimension and bearings.	X	X	X	X	X
11	Adjacent boundary lines and adjacent right-of-way lines of the proposed subdivision drawn with dashed lines.	X	X	X	X	X
12	A tie to an original corner of the tract of land of which subdivision is a part.	X	X	X	X	X

	PLAT DETAIL	Amending	Minor	Replat	Preliminary Plat	Final Plat
13	Name and location of adjacent subdivision, streets, easements, pipelines, water courses, etc. and the property lines and name of all adjoining property owners.		X	X	X	X
14	Name and location of adjacent subdivisions, streets, and property lines.	X				
15	Existing and proposed topographic and planimetric features within the subdivision, including water courses and ravines, high banks, width of existing and proposed easements and any other physical features pertinent to the subdivision. Contour lines at two (2) foot intervals in terrain with a slope of two (2) percent or less and five (5) foot intervals in terrain with slope greater than two (2) percent.		X	X	X	X
16	Existing transportation features within the subdivision including the location and width of right-of-way, streets, alleys and easements.	X	X	X	X	X
17	Proposed features to be dedicated for public use including location, right-of-way, pavement width, surfacing, and name of streets; approximate width and depth of all lots; and location of building lines, alleys, parks, squares, public easements, sanitary facilities, utilities, and sanitary control easements.	X	X	X	X	X
18	Lot and block lines and numbers of all lots and blocks proposed to be created with complete dimensions for front, rear and side lot lines.	X	X	X	X	X
19	Floodway, 100-year flood plain and finish floor elevation.	X	X	X	X	X
20	Locations and size of dimensions of existing utilities, drainage facilities, streets, alleys, and easements.	X	X	X	X	X
21	Location of City limits line, the outer border of the City's extraterritorial jurisdiction and zoning district boundaries, if they traverse the subdivision, form part of the subdivision, or are contiguous to such boundary.	X	X	X	X	X
22	Key Map. A key map showing relation of subdivision to well-known streets in all directions to a distance of at least one (1) mile.	X	X	X	X	X
23	An accurate on-the-ground boundary survey of the property with bearing and distances and showing the lines of all adjacent land, streets, easements and alleys with their names and width. (Streets, alleys and lot lines in adjacent subdivisions shall be shown dashed). All necessary data to reproduce the plat on the ground must be shown on the plat.		X	X	X	X
24	A complete legal description by metes and bounds of the land being subdivided (field notes).		X	X	X	X
25	For streets to be dedicated: Complete curve data (delta, length of curve, radius, point of reverse curvature, point of tangency, chord length and bearing) shown on each side of the street; length and bearing of all tangents; dimensions from all angle points of curve to an adjacent side lot line shall be provided.			X		X

	PLAT DETAIL	Amending	Minor	Replat	Preliminary Plat	Final Plat
26	For water courses and easements to be dedicated: Distances to be provided along the side lot lines from the front lot line or the high bank of a stream. Travers line to be provided along the edge of all large water courses in a convenient location, preferably along a utility easement or drainage if paralleling the easement or stream. The 100-year flood plain easement shall be shown where applicable. A note shall be provided prohibiting construction within the 100-year flood plain except for public streets or roads or utilities.			X		X
27	A Certificate of ownership and dedication to the public of all streets, easements, alleys, parks, playgrounds, or other dedicated public uses, signed and acknowledged before a notary public by the owners and any holders of liens against the land.			X		X
28	A certificate of approval to be signed by the Planning & Zoning Chairman shall be placed on the face of the plat. See Section 4.10.7C1.			X		X
29	The certificate of the licensed public surveyor who surveyed, mapped and monumented the land shall be placed on the face of the plat.			X		X
30	Phasing Plan				X	
	STANDARD PLAT NOTES	Amending	Minor	Replat	Preliminary Plat	Final Plat
1	The Benchmarks used are: INSERT BENCHMARK DATA AND MONUMENT DATA.	X	X	X	X	X
2	Water service is provided by the INSERT NAME OF PROVIDER.			X	X	X
3	Wastewater service is provided by INSERT NAME OF PROVIDER.			X	X	X
4	Electric service is provided by INSERT NAME OF PROVIDER.			X	X	X
5	All easements of record as indicated on the most recent title run, dated INSERT DATE, conducted by INSERT NAME for this property are shown on this plat.	X	X	X	X	X
6	This Plat conforms to the Preliminary Plat approved by the Planning & Zoning Commission on INSERT APPROVAL DATE.					X
7	All subdivision permits shall conform to the City of Bastrop Code of Ordinances, public improvement standards, and generally accepted engineering practices per Section 5.10 of the Subdivision Ordinance.			X	X	X
8	Construction Plans and Specifications for all subdivision improvements shall be reviewed and accepted by the City of Bastrop prior to any construction within the subdivision.				X	X

	STANDARD PLAT NOTES	Amending	Minor	Replat	Preliminary Plat	Final Plat
9	The owner of this subdivision, and his or her successors and assigns, assumes sole responsibility for plans for construction of subdivision improvements which comply with applicable codes and requirements of the City of Bastrop. The owner understands and acknowledges that plat vacation or re-platting may be required, at the owner's sole expense, if plans to construct this subdivision do not comply with such codes and requirements.			X	X	X
10	By approving this plat, the City of Bastrop assumes no obligation to construct any infrastructure in connection with this subdivision. Any subdivision infrastructure required for the development of the lots in this subdivision is the sole responsibility of the developer and/or the owners of the lots. Failure to construct any required infrastructure to City standards may be just cause for the City to deny applications for certain development permits including building permits, site plan approvals and/or Certificate of Occupancy.				X	X
11	Fiscal surety for subdivision construction, in a form acceptable to the City of Bastrop, shall be provided prior to plat approval by the City.				X	X
12	No lot in this subdivision shall be occupied until connected to the approved water distribution and wastewater connection facilities.			X	X	X
13	Wastewater and Water systems shall conform to Texas Commission on Environmental Quality (TCEQ).			X	X	X
14	All utilities will be underground.	X	X	X	X	X
15	Impact fees shall be assessed in accordance with the ordinance effective at the time of platting.		X	X	X	X
16	Developer or property owner shall be solely responsible for all relocation and modifications to existing utilities.	X	X	X	X	X
17	A portion of this tract is within a flood hazard area as shown on the Flood Insurance Rate Map Panel # STATE NUMBER for Bastrop County, Effective INSERT DATE, INSERT COMMUNITY NUMBER Community Number, and is on Zone INSERT ZONE.	X	X	X	X	X
18	Temporary and permanent easements to be provided, as required at the City's sole discretion for off-site improvements.			X	X	X
19	As shown hereon, a ten (10) foot wide public utility easement (P.U.E.) is hereby dedicated adjacent to street Rights-of-Way on all lots. A five (5) foot wide P.U.E. is hereby dedicated along each street and rear lot line. (Change to 20 foot adjacent to ROW in BP&L service area.)	X	X	X	X	X
20	Property owner shall provide for access to all easements as may be necessary and shall not prohibit access by government authorities.	X	X	X	X	X
21	No building, fences, landscaping or other structures are permitted within drainage easements shown, except as approved by the City of Bastrop and/or Bastrop County.	X	X	X	X	X
22	All easements on private property shall be maintained by the property owner or his or her assignees.	X	X	X	X	X

	STANDARD PLAT NOTES	Amending	Minor	Replat	Preliminary Plat	Final Plat
23	No lot or structure shall be occupied prior to the Applicant submitting to the City of Bastrop documentation of subdivision/site registration with the Texas Department of Licensing and Regulations (TDLR) and provide documentation of review and compliance of the subdivision construction plans with Texas Architectural Barriers Act (TABA).					X
24	Erosion and sedimentation controls constructed in accordance with the Subdivision Ordinance of the City of Bastrop are required for all construction on each lot, including single family and duplex construction.		X	X	X	X
25	Public utility and drainage easements where shown and/or described hereon are intended to indicate an easement for construction, operation, and maintenance of public utilities and drainage ways; including, but not limited to, sanitary sewers, force mains, water lines, telephone signal conduits, electric conductors, drainage pipes, and natural gas lines.		X	X	X	X
	STANDARD PLAT NOTES SPECIFIC TO CITY LIMITS:					
26	Sidewalks shall be constructed in accordance with the Subdivision Ordinance of the City of Bastrop.	X	X	X	X	X
27	Prior to construction of any improvements on lots in the subdivision, building permits will be obtained from the City of Bastrop.		X	X	X	X
28	Building setbacks shall be in accordance with City of Bastrop Subdivision Ordinance.	X	X	X	X	X
	STANDARD PLAT NOTES SPECIFIC TO EXTRATERRITORIAL JURISDICTION:					
29	A Bastrop County development permit is required prior to any site development.	X	X	X	X	X
	STANDARD PLAT NOTES SPECIFIC TO BASTROP POWER & LIGHT:					
30	Blanket Temporary Access and Construction Easement Document #INSERT NUMBER has been provided for construction access.		X	X	X	X
31	Upon completion of construction and installation of the Electric Facilities on the Property, the developer/owner shall have the Permanent Utility Easement (20 foot easement, to include a 10 foot buffer around all non-opening sides and a 20 foot buffer around opening sides of equipment) surveyed by metes and bounds, at its sole cost and expense, and a copy of that Permanent Easement survey provided to BP&L for the granting and recording of a Permanent Public Utility Easement. The Blanket Temporary Access and Construction Easement shall be vacated as such time BP&L accepts and records the Permanent Public Utility Easement.		X		X	X
32	Any public utility has the right to prune and/or remove trees, shrubbery vegetation and other obstructions to the extent necessary to keep the easements clear. The owner/developer of this subdivision/lot shall provide such providers with any easement and or access required, in addition to those indicated, for the installation and ongoing maintenance of public utilities.	X	X	X	X	X
33	The owner shall be responsible for installation of temporary erosion control, re-vegetation and tree protection for electric utility work required to provide electric service to this project.		X		X	X

	STANDARD PLAT NOTES	Amending	Minor	Replat	Preliminary Plat	Final Plat
34	All fees must be paid before materials are ordered or construction of electric facilities will be scheduled.		X		X	X
35	Line extension fees are required to be assessed at the time of platting. Provide electric load calculations, number of services, or plans for review.		X	X	X	X
	STANDARD PLAT NOTES, WHEN APPLICABLE:					
36	Variance from INSERT CODE AND VARIANCE DESCRIPTION was approved by the City of Bastrop on INSERT DATE.	X	X	X	X	X
37	Residential corner lots on unequal class street shall only access the street with the lower classification. Access for INSERT LOT is prohibited to INSERT STREET NAME.	X	X	X		X
38	All restrictions and notes from the previous existing subdivision, INSERT SUBDIVISION NAME, recorded in INSERT RECORDATION NUMBER, plat records, Bastrop County, Texas, shall apply to this plat.	X		X		X
	4.10.8.C - SIGNATURE BLOCK					
1	Planning & Zoning Commission Approval Format			X	X	X

Approved this INSERT DAY day of INSERT MONTH, INSERT YEAR, A.D. by the Planning & Zoning Commission of the City of Bastrop, Texas.

Approved: Attest:

_____ _____

Planning & Zoning Commission Chairman City Secretary

	STANDARD PLAT NOTES	Amending	Minor	Replat	Preliminary Plat	Final Plat
2	Administrative Approval Format	X	X			

Administratively approved and accepted by the City of Bastrop this INSERT DAY day of INSERT MONTH, INSERT YEAR.

Approved: Attest:

_____ _____

City Manager City Secretary

_____

Director of Planning

3	Certificate of the Licensed Public Surveyor	X	X	X	X	X

The State of Texas§
County of Bastrop§

KNOW ALL MEN BY THESE PRESENTS

That I, INSERT NAME, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Bastrop, Texas.

_____ _____

Signature and Seal of Registered Public Surveyor Date

4	Certificate of the Licensed Engineer	X	X	X	X	X

The State of Texas§
County of Bastrop§

KNOW ALL MEN BY THESE PRESENTS

That I, INSERT NAME, do hereby certify that the information contained on this plat complies with the subdivision regulations for the City of Bastrop, Texas and that the 100 year flood plain is as shown and will be contained within the drainage easement and or drainage right-of-way, as shown hereon.

_____ _____

Signature and Seal of Registered Engineer Date

	STANDARD PLAT NOTES	Amending	Minor	Replat	Preliminary Plat	Final Plat
5	Owner's Signature Block	X	X	X		X

The State of Texas§
County of Bastrop§

KNOW ALL MEN BY THESE PRESENTS

That we, INSERT NAME(S) OF OWNER(S), being the owners of INSERT NUMBER OF ACRES acres out of INSERT LEGAL DESCRIPTION, according to the map or plat recorded in Plat Cabinet INSERT NAME, Page INSERT NUMBER, plat records of Bastrop County, Texas and as conveyed to us by deeds recorded in Instrument Number INSERT NUMBER of the official public records of said county do hereby subdivide said land with the plat shown hereon, to be known as:

INSERT SUBDIVISION NAME

Subject to easements and restrictions heretofore granted and not released and do hereby dedicate any streets and/or easements shown hereon to the public.

Witness my hand this INSERT DAY day of INSERT MONTH, INSERT YEAR, A.D.

_____
Property Owner Name
Property Owner Address

6	County Clerk Signature Block	X	X	X	X	X

The State of Texas§
County of Bastrop§

I, INSERT COUNTY CLERK'S NAME, County Clerk of Bastrop County, Texas, do hereby certify that the foregoing instrument of writing and its certificate of authentication was filed for record in my office on the INSERT DAY day of INSERT MONTH, INSERT YEAR, A.D. at INSERT HOUR o'clock INSERT AM BEFORE NOON or PM AFTER NOON, in the plat records of Bastrop County, Texas in Plat Cabinet INSERT NAME, Page INSERT NUMBER.

Filed for record on the INSERT DAY day of INSERT MONTH, INSERT YEAR, A.D.

_____ _____
Deputy County Clerk, Bastrop County, Texas

Preliminary Plat Process

Proposed Process Overview – Preliminary Plat Process

Step 1: Pre-Development Meeting → Step 2: Preliminary Drainage Plan – Admin. Approval → Step 3: Infrastructure Plan – Admin. Approval →

Steps 1 – 3 are SEQUENTIAL and MUST be completed before proceeding to next step.

Step 4: TxDOT Permitting → Step 5: Lost Pines Habitat Permit, if required → Step 6: Temporary Construction Easements

Steps 4 - 6 are CONCURRENT and MUST be completed before plat submittal.

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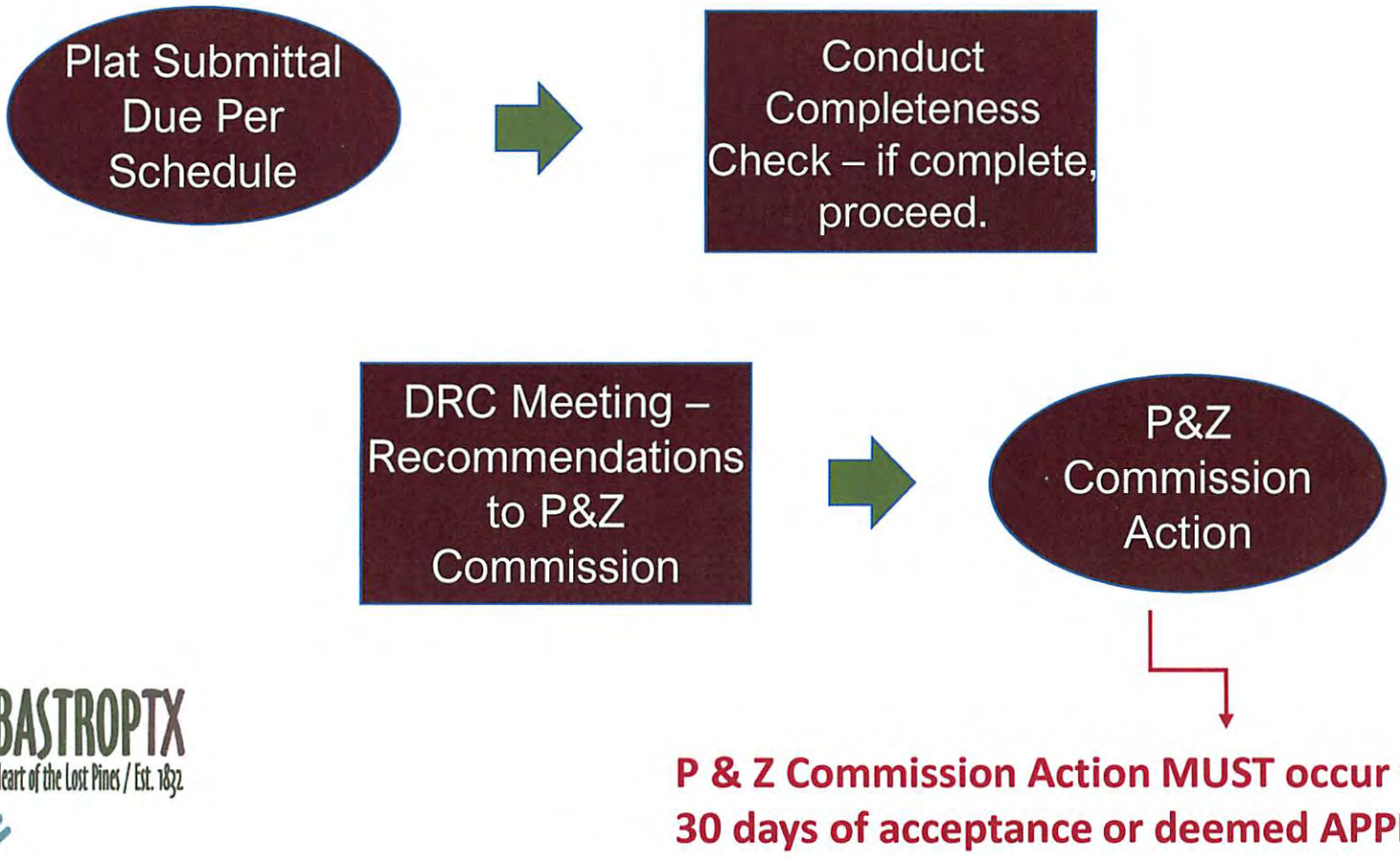
→ File Preliminary Plat Submittal

NOTE: At this point, ALL engineering elements have been removed from platting and approved. ALL permits that impact a plat have been acquired. The Plat should be "lines on a map."

Proposed Process Overview – Preliminary Plat Process



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P & Z Commission Action MUST occur within 30 days of acceptance or deemed APPROVED.

Platting Process – Preliminary Plat

Pre-Submittal Meeting for Subdivision (Optional)	Pre-Development Meeting (Mandatory) STEP 1
• Meet with Staff to discuss process, design standards, and drainage requirements.	• Requires complete application and appointment • Provide sketch drawing of lot, block and street layout • Provide concept drainage plan • Discuss land-uses/fiscal sustainability • Comments from Staff within five (5) days that provide a roadmap

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Platting Process – Preliminary Plat

(Sequential Process – Removes all Engineering Elements)

Preliminary Drainage Plan (Step 2)	Infrastructure Plan (Step 3)
• As required in Stormwater Drainage Manual – Checklist provided • Requires a Geotechnical Report • Shall be submitted and approved by City Engineer before going to Step 3.	• Provides a "bird's eye" view of proposed infrastructure improvements and how improvements will connect to existing infrastructure. • Reviewed by City Engineer, Public Works (Parks, Water, Wastewater), Fire, Electric. • Shall be submitted and approved by City Engineer before going to Step 4 – 6.

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Platting Process – Preliminary Plat

(Concurrent Process – External Processes Outside City Control)

TxDOT Permits (Step 4)	Lost Pines Habitat Conservation Permit (Step 5)	Temporary Construction Easements (Step 6)
• If a TxDOT permit is required (use of their ROW) for sidewalks, driveways, etc., a copy of the issued TxDOT permit is required with the Preliminary Plat application.	• If a Lost Pines Conservation Permit is required from County, a copy of this County issued permit is required with the Preliminary Plat application.	• All temporary construction easements for infrastructure must be acquired and submitted with the Preliminary Plat application.

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Platting Process – Preliminary Plat

(Submission Process – 30 Approval Process Required by HB 3167)

Preliminary Plat Submittal	Review for Completeness Check	Planning & Zoning Commission Consideration
• Once all of the required steps are met, a completed Preliminary Plat application can be submitted according to the Plat & Site Plan Schedule Uniform Submittal Dates.	• Review for Administrative Compliance. • If complete, goes onto P&Z Commission agenda. • If incomplete, submittal is rejected.	• Municipal authority for Plat approval. • If all standards are met, must approve within 30 days or deemed approved. • If disapprove, must give written reason.

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Preliminary Drainage Checklist

City of Bastrop, Texas
Preliminary Drainage Plan Checklist

Planning Department • 1311 Chestnut Street • 512-332-8840

APPLICANT:			OFFICIAL USE ONLY	
Included in Submittal	Bastrop Ordinance 2019-36 – Stormwater Drainage Design Manual – Appendix B requires:		Meets Standard	Does Not Meet Standard
		For a standard plat, this sheet shall be submitted with the preliminary plat and shall be at the same scale as the preliminary plat. For a minor plat, this sheet shall be submitted with the final plat. The preliminary drainage site plan should consist of maps, narrative, and supporting design calculations (hydrologic and hydraulic) for the proposed stormwater management system. The scale of supplementary plans, profiles and cross-sections shall be sufficient to clearly show details, if required to demonstrate the adequacy of existing or proposed facilities. The Preliminary Drainage Plan shall include the following sections:		
	1.	Existing Conditions Hydrologic Analysis. Provide an existing condition hydrologic analysis for stormwater runoff rates, volumes, and velocities which includes:		
	1a.	Existing conditions data developed in the conceptual drainage site plan;		
	1b.	All existing stormwater conveyances and structural control facilities;		
	1c.	Direction of flow and exits from the site;		
	1d.	Analysis of runoff provided by off-site areas upstream of the project site;		
	1e.	Methodologies, assumptions, site parameters and supporting design calculations used in analyzing the existing conditions site hydrology.		
	2.	Project Description and Design Considerations. Provide an updated description of the project and the considerations and factors affecting the design approach that have changed between the conceptual and preliminary plans, including:		
	2a.	A description of the overall project and the site plan showing facility locations, roadways, etc.;		
	2b.	A discussion of the applicable local criteria and how it will be integrated into the design of the project;		
	2c.	Evaluate the integrated and low impact design site design practices and their applicability to this site;		
	2d.	A discussion of any credits for integrated site design being requested;		
	2g.	Identify hotspot land uses, if applicable, and how runoff will be addressed.		
	3.	Post-Development Hydrologic Analysis. Provide a post-development hydrologic analysis for stormwater runoff rates, volumes, and velocities, which includes:		
	3a.	A topographic map of developed site conditions (minimum one-foot (1') contour interval recommended) with post development basin boundaries indicated;		
	3b.	Total area of post development impervious surfaces and other land cover areas for each sub-basin affected by the project;		
	3c.	Runoff calculation for flood control and streambank protection for each sub-basin.		
	3d.	Location and boundaries of proposed natural feature protection and conservation areas;		
	3e.	Methodologies, assumptions, site parameters and supporting design calculations used in analyzing the post-development conditions site hydrology;		
	3f.	Supporting documentation that there is existing streambank protection/reinforcement or that the planned development will provide streambank protection downstream;		
	3g.	Supporting calculations for a downstream peak flow analysis to show safe passage of post-development design flows downstream. Document point downstream at which analysis ends, and how it was determined.		
	3h.	Where a lot is located adjacent to a major drainage course or overflow channel, such that a part of all of the lot lies within the regulatory 100-year flood boundary, the drainage plan shall show proposed building sites and elevations required to put finish floor a minimum of one foot (2') above the 100-year flood level of drainage course		

		or overflow channel as stipulated in the City of Bastrop's Flood Damage Prevention Regulations, as periodically amended.		
		In calculating runoff volumes and discharge rates, consideration may need to be given to any planned future upstream land use changes. Depending on the site characteristics and given local design criteria, upstream lands may need to be modeled as "existing conditions" of "projected buildout/future condition" when sizing and designing on-site conveyances and stormwater controls.		
	4.	Stormwater Management System Design. Provide drawings and design calculations for the proposed stormwater management system, including:		
	4a.	A drawing or sketch of the stormwater management system including the location of nonstructural site design features and the placement of existing and proposed structural stormwater controls. This drawing should show design water surface elevations, storage volumes available from zero to maximum head, location of inlets and outlets, location of bypass and discharge systems, and all orifice/restrictor sizes;		
	4b.	Narrative describing that appropriate and effective structural stormwater controls have been selected;		
	4c.	Cross-section and profile drawings and design details for each of the structural stormwater controls in the system. This should include supporting calculations to show that the facility is designed to the applicable design criteria;		
	4d.	Hydrologic and hydraulic analysis of the stormwater management system for all applicable design storms (should include stage-storage or outlet rating curves, and inflow and outflow hydrographs);		
	4e.	Drawings, design calculations and elevations for all existing and proposed stormwater conveyance elements including stormwater drains, pipes, culverts, catch basins, channels, swales and areas of overland flow.		
	5.	Plans shall show storm (flood) water routing and all drainage structures with sizes of culverts, retarding and retaining structures, drainage easements with course and distance of centerline and boundaries, lot lines, street layout, proposed inlets, culverts, roadside swales, channel sections and slopes, bridges, channel improvements, levees, or berms, fills necessary to elevate land above flood levels, and remove same from the flood area.		
	6.	The limits of the 100-year frequency storm watershed area shall be shown for all water ways, including overflow of structures and related backwater effects. Storm water runoff resulting from a design storm of 100-year frequency shall be contained within the available right-of-way and/or drainage easement. All drainage facilities must be designed for a capacity to safely contain storm water from a design storm of 25-year frequency and sufficient right-of-way and drainage easements to accommodate the 100-year frequency.		
	7.	The drainage plan shall be prepared by a Licensed Professional Engineer of the State of Texas, whose seal and signature shall appear on the plan.		
	8.	Engineering drainage report to support all drainage designs shall be submitted to the City. Computations shall be complete and orderly and shall clearly state all assumptions and design basis.		
	9.	Profiles, cross-sections, or substantiating data may be required at the City's request as necessary to support flood levels and backwater analysis.		

Infrastructure Plan Checklist

City of Bastrop, TX Development Process

City of Bastrop, Texas
Infrastructure Plan Checklist

Planning Department • 1311 Chestnut Street • 512-332-8840

APPLICANT:			OFFICIAL USE ONLY	
Included in Submittal	PER ORDINANCE 2019-54, ADOPTION OF CITY OF BASTROP DEVELOPMENT MANUAL, INFRASTRUCTURE PLAN REQUIREMENTS ARE AS FOLLOWS:		Meets Standard	Does Not Meet Standard
	1	**COVER SHEET**		
	1.1	Title of Project, Location, and Type of Plans		
	1.2	Sheet Index/Table of Contents		
	1.3	Vicinity Map of the Project including surrounding streets with a north arrow pointing in the correct direction		
	2	**NOTE SHEET(S)**		
	2.1	City of Bastrop general construction notes, water notes, wastewater notes, and erosion, sedimentation control and tree protection notes.		
	2.2	Project Specific Notes (Must not conflict with other required notes).		
	2.3	Street Summary Design Table with Pavement		
	3	**EROSION, SEDIMENTATION AND TREE PROTECTION SHEET**		
	3.1	Drainage flow arrows/patterns		
	3.2	Clearly marked limits of construction		
	3.3	Location of all known underground storage tanks		
	3.4	Location of all critical environmental features and their required setbacks		
	3.5	All areas of cut and fill > or = 4' clearly labeled		
	4	**DEMOLITION PLAN**		
	4.1	Show all structures being demolished		
	4.2	Will there be a need for infill, call-outs for infill material and positions?		
	5	**STREET PLAN AND PROFILE**		
	5.1	Street names, lot and block numbers		
	5.2	Benchmarks that are spotted in plain view, conveniently spaced (500'±), located outside construction limits, set on permanent structure		
	5.3	Match lines for continuations of streets on other streets		
	5.4	Clearly show the beginning and ending of project		
	5.5	All fill areas shaded/hatched on profile		
	5.6	Sidewalks and approved ADA ramps		
	5.7	Existing street slopes at tie-ins to existing		
	5.8	Verify sufficient clearance exists for driveways from inlet transitions, streetlights, fire hydrants, etc.		
	5.9	ADA ramp wings shown		
	5.10	Street end barricades shown		
	5.11	Intersecting and adjacent streets: type and width of private, walks, alleys		
	5.12	Mailbox locations		
	6	**OVERALL WASTEWATER LAYOUT**		
	6.1	Street names, lot names, and block letters		
	6.2	Lot dimensions		
	6.3	Surrounding subdivision names/property owners		
	6.4	Services applied to lateral to each lot		
	6.5	Street names, street/alley widths, fences, and right-of-way widths		
	6.6	Existing pavements (type) and existing/proposed easements (type and width)		
	6.7	Adjoining buildings and improvements		
	6.8	"Connect to" note to an existing wastewater main		
	6.9	Wastewater designation, size, and direction of flow		
	6.10	Manholes at all future stub outs		
	6.11	Easements for all offsite sewer lines		
	6.12	Centerline station every 300', deflection angles at points of intersection		
	6.13	Detail for water/wastewater crossing		

APPLICANT:			OFFICIAL USE ONLY	
Included in Submittal	PER ORDINANCE 2019-54, ADOPTION OF CITY OF BASTROP DEVELOPMENT MANUAL, INFRASTRUCTURE PLAN REQUIREMENTS ARE AS FOLLOWS:		Meets Standard	Does Not Meet Standard
	6.14	Main lines between manholes must be straight, with no more than 300 feet between manholes		
		WASTEWATER PLAN AND PROFILE		
	7.1	All wastewater main overall plan		
	7.2	Vertical scale of 1" = 5'		
	7.3	Existing ground and proposed ground/subgrade/top of curb		
	7.4	Direction, length, size and type of pipe		
	7.5	Elevations of all crossing utilities in the wastewater overall plan		
	7.6	Size of manholes		
	7.7	Drop manholes identified		
	7.8	Existing/proposed manholes, pipes and sizes (parallel to mains)		
	7.9	Existing/proposed bridges, culverts and drainage channels		
	8	**OVERALL WATER PLAN**		
	8.1	Water service at each lot		
	8.2	Existing/proposed main lines		
	8.3	Street names, lot numbers, and block letters		
	8.4	Street/alley widths, rights-of-way, and lot dimensions		
	8.5	Valves provided on all legs of pipe intersections		
	8.6	All bends are 45 degrees or less		
	8.7	Automatic flush valves at all dead ends		
	8.8	Air release valves at all high points		
	8.9	Utility easements for all pipes off-site		
	8.10	Fittings, fire hydrants, manholes, services, and taps are shown		
	8.11	Utility crossing details		
	8.12	Main designation with stationing		
	8.13	Material call-out for water main(s)		
	8.14	All existing pavements (type), existing and proposed easements (type and width)		
	8.15	Show location and size of existing/proposed water meter(s)		
	8.16	All fire lines must be ductile iron , =>6"		
	9	**WATER PLAN AND PROFILE (ALL WATER LINES MUST BE PROFILED)**		
	9.1	Clearly labeled vertical scale of 1" = 5' (All plans must be drawn to scale)		
	9.2	Direction, linear foot, size, and material callout for all water mains		
	9.3	Existing underground utilities (parallel)		
	9.4	Existing and proposed storm sewer manhole, pipes, sizes (parallel to mains)		
	9.5	All existing and proposed utilities (including gas lines, buried or overhead power or telephone lines)		
	10	**SIGN, STRIPING, AND SLEEVE LAYOUT**		
	10.1	Stop bars at all stop sign locations		
	10.2	"No through truck" signs at all subdivision entrances		
	10.3	Note for all signs and striping to be installed per TX Manual on Uniform Traffic Control		
	10.4	Show all sleeves and conduit for dry utilities (i.e. gas, cable, phone)		
	11	**LIGHTING PLAN**		
	11.1	Street Light Locations with coverage areas		
	11.2	All utility lines must be installed underground.		
	12	**PHASING PLAN**		
	12.1	Provide Applicable Phasing Plan		
	13	**TRAFFIC CONTROL PLAN**		
	13.1	Provide applicable traffic control and detour details		
	14	**WASTEWATER DETAILS**		
	14.1	Current City of Bastrop detail (when inside Bastrop CCN)		
	14.2	Current Utility Provider detail (when outside Bastrop CCN)		
	15	**WATER DETAILS**		
	15.1	Current City of Bastrop detail (when inside Bastrop CCN)		
	15.2	Current Utility Provider detail (when outside Bastrop CCN)		

Public Improvement Plan Process

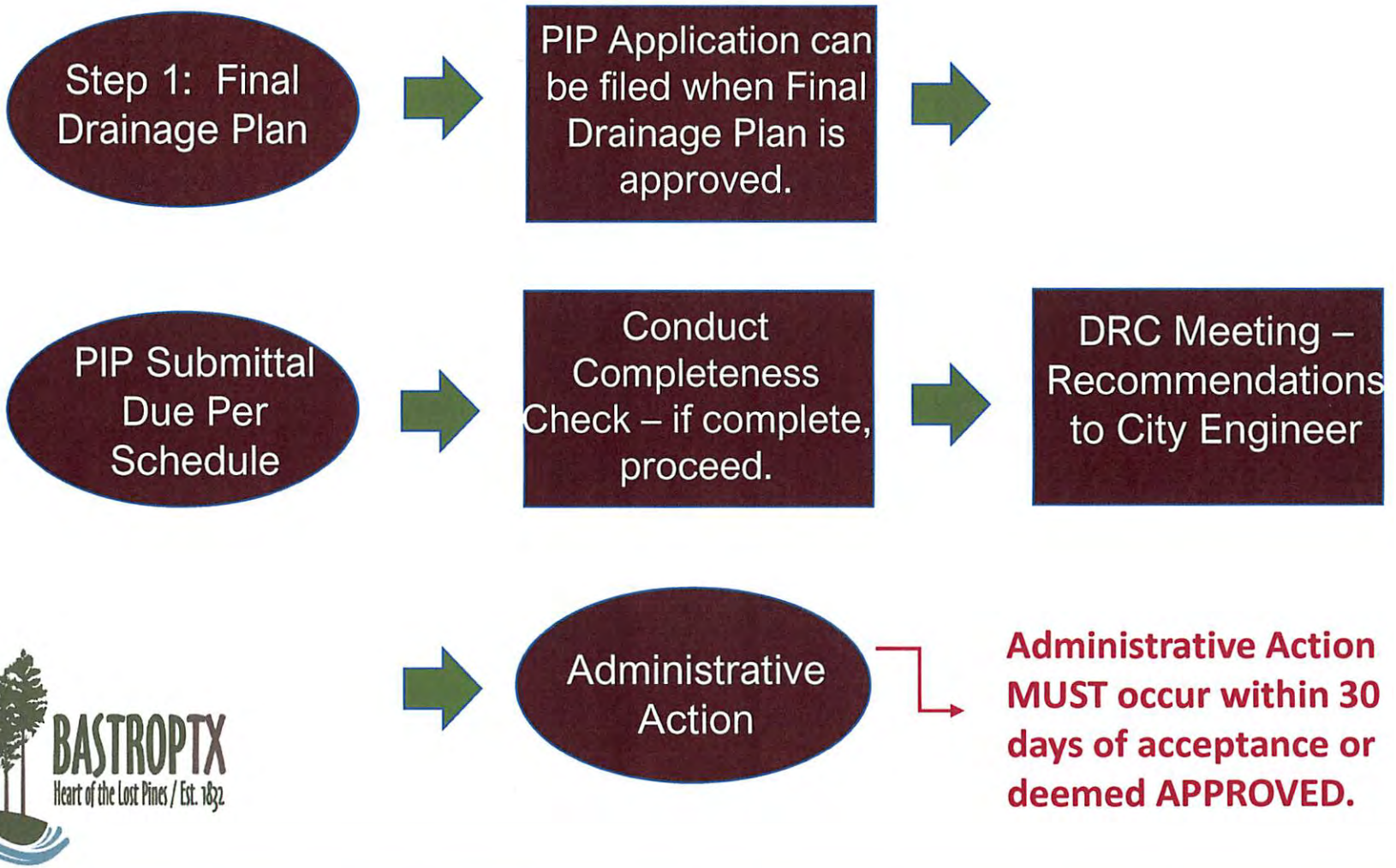
2019 – 2020 Public Improvement Plan Schedule of Uniform Submittal Dates

Public Improvement Plan Submission will only be accepted on these dates between 8:00 a.m. - 3:00 p.m.	All Submissions shall be reviewed for completeness and must be deemed administratively complete to be considered filed.	Responses to Approval with Conditions will only be accepted on these dates between 8:00 a.m. – 3:00 p.m. for City Engineer Action calendared on same line*	DRC Review Approval with Conditions – Staff Recommendations to Approve /Disapprove	*City Engineer Action on Public Improvement Plans
9/16/2019	9/17/2019	9/27/2019	10/3/2019	10/10/2019
10/21/2019	10/22/2019	11/1/2019	11/7/2019	11/14/2019
11/18/2019	11/19/2019	12/2/2019	12/5/2019	12/12/2019
12/30/2019	12/31/2019	1/10/2020	1/16/2020	1/23/2020
1/20/2020	1/21/2020	1/31/2020	2/6/2020	2/13/2020
2/17/2020	2/18/2020	2/28/2020	3/5/2020	3/12/2020
3/16/2020	3/17/2020	3/27/2020	4/2/2020	4/9/2020
4/20/2020	4/21/2020	5/1/2020	5/7/2020	5/14/2020
5/18/2020	5/19/2020	5/29/2020	6/4/2020	6/11/2020
6/15/2020	6/16/2020	6/26/2020	7/2/2020	7/9/2020
7/20/2020	7/21/2020	7/31/2020	8/6/2020	8/13/2020
8/17/2020	8/18/2020	8/28/2020	9/3/2020	9/10/2020
9/14/2020	9/15/2020	9/25/2020	10/1/2020	10/8/2020
10/19/2020	10/20/2020	10/30/2020	11/5/2020	11/12/2020
11/16/2020	11/17/2020	11/30/2020	12/3/2020	12/10/2020

*Adopted by City Council on August 27, 2019 – Ordinance 2019-32

BASTROPTX
Heart of the Lost Pines
Est. 1832

Proposed Process Overview – Public Improvement Plan (PIP)



BASTROPTX
Heart of the Lost Pines / Est. 1832

Process - Public Improvement Plan

Final Drainage Plan – Step 1

- As required in Stormwater Drainage Manual – Checklist provided
- Requires a Geotechnical Report
- Shall be submitted and approved by City Engineer before filing Public Improvement Plan Application.

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Heart of the Lost Pines / Est. 1832

Process – Public Improvement Plan (PIP)

(Submission Process – 30 Approval Process Required by HB 3167)

PIP Submittal	Review for Completeness Check	City Engineer – Administrative Review
• Once all of the required steps are met, a completed PIP application can be submitted according to the PIP Schedule Uniform Submittal Dates.	• Review for Administrative Compliance. • If complete, goes onto Development Review Committee agenda. • If incomplete, submittal is rejected.	• Technical details that must meet City Council approved standards. • Must take action within 30 days or deemed approved. • If disapprove, must give written reason.

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Heart of the Lost Pines / Est. 1832

Final Drainage Checklist

City of Bastrop, Texas
Final Drainage Plan Checklist

Planning Department • 1311 Chestnut Street • 512-332-8840

APPLICANT:			OFFICIAL USE ONLY	
Included in Submittal	Bastrop Ordinance 2019-36 – Stormwater Drainage Design Manual – Appendix C requires:		Meets Standard	Does Not Meet Standard
	1.	Final Drainage Plans. Upon approval of the preliminary drainage study, the developer shall submit detailed plans, specifications and cost projections prepared by a registered professional engineer registered in the State of Texas and experienced in municipal drainage work. Existing and proposed flow lines of all improvements shall be shown. Unless otherwise specified herein, drainage requirements shall be based on the City of Bastrop Stormwater Drainage Design Manual. The Hydraulic Manual prepared and compiled by the Texas Department of Transportation Bridge Division, with current revisions, may be used in cases not covered by the City of Bastrop Stormwater Drainage Design Manual. The following shall be included in the Plans:		
	1.a.	Final drainage site plan, which includes all the revised elements included in the preliminary drainage site plan, plus a construction stormwater pollution prevention plan (SWPPP), a landscaping plan, stormwater maintenance plan, maintenance agreement (if needed), financial guarantee, stormwater permit application, evidence of acquisition of applicable federal and state permits, and any waiver requests		
	1.a.1.	Existing and proposed topographic information, with minimum two-foot contour intervals.		
	1.a.2.	Location map.		
	1.a.3.	Off-site and on-site drainage area maps.		
	1.a.4.	Centerline of watercourses.		
	1.a.5.	Regulatory flood elevations and boundaries of flood prone areas, including Floodways where designated.		
	1.a.6.	Drainage easements.		
	1.a.7.	All street widths and grades.		
	1.a.8.	Calculations showing the anticipated stormwater flow, including watershed area, runoff coefficient, and time of concentration. When a drainage structure or storm sewer is proposed, calculations shall be submitted showing basis for design.		
	1.a.9.	Storm sewer plans and profiles showing size, grade, and pipe or culvert material. Runoff, inlet, conduit hydraulic grade line calculations are required.		
	b.	Final grading and drainage construction plans, indicating two-foot contours. All street width and grades shall be indicated on the plan, and runoff figures shall be indicated on the outlet and inlet side of all drainage ditches and storm sewers, and at all points in the street at changes of grade or where the water enters another street or storm sewer or drainage ditch. Drainage easements shall be indicated. A grading plan shall be prepared for each subdivision and show in sufficient detail grading of all roads, streets, drainage structures, channels, swales, or other drainage related features and provide minimum finished floor elevations, based on an acceptable elevation datum, for proposed structures to assure a minimum of two feet (2') of freeboard to computed flood elevations for the rainfall runoff events for a one hundred (100) year frequency storm.		
	c.	The location and dimensions of proposed storm drainage easements. The limits of the one hundred-year floodplain shall be shown and encompassed in a dedicated easement (see paragraph gg below). Minimum finished floor elevations at least two feet (2') above the one hundred-year (100-year) water surface elevations shall be shown for any lot within the 100-year and five-hundred-year floodplain, or adjacent to any channel, sump inlets or drainage facilities. For water courses and easement: Distances to be provided along the side lot lines from the front lot line or the high bank of a stream. Traverse line to be provided along the edge of all large water courses in a convenient location, preferably along a utility		

		easement or drainage if paralleling the easement or stream. The 100-year flood plain easement shall be shown where applicable. A note shall be provided prohibiting construction within the 100-year flood plain except for public streets or roads and utilities.		
	d.	When a drainage channel or storm sewer is proposed, complete plans, profiles and specifications shall be submitted showing complete construction details. Scales shall be no greater than one inch equals to forty or fifty feet (1" = 40' or 50') horizontally and one inch equal four or five feet (1" = 4' or 5') vertically.		
	e.	Two (2) copies of detailed cost estimates.		
	f.	A plan of the development shall be submitted depicting the final grading contours and elevations, earthwork, slopes, retaining walls, minimum finished floor elevations of all affected structures, and any other information considered necessary by the City Engineer at a scale of one inch is equal to one hundred feet (1" = 100') minimum.		
	g.	Complete detention pond plans and calculations.		
	h.	All drainage calculations are required to be present on the plans or in an engineering report signed and sealed by an engineer licensed in the State of Texas. Computations shall be complete and orderly and shall clearly state all assumptions and design basis.		
	i.	The following full statement of restrictions shall be placed in the dedication instrument of any subdivision plat that contains land designated as part of a one hundred-year (100 year) floodplain by FEMA: "Floodplain Restriction No construction shall be allowed within a floodplain easement unless specifically approved by the City of Bastrop. Where construction is permitted, all finished floor elevations shall be a minimum of two (2) foot above the base flood elevation (100-year flood or one percent probability flood elevation.) Any existing creeks, lakes, reservoirs, or drainage channels traversing along or across portions of this addition, will remain as an open channel at all times and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots. The City of Bastrop will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion. Each property owner shall keep the natural drainage channels traversing adjacent to their property clean and free of debris, silt, or any substance which would result in unsanitary conditions and the City shall have the right of ingress and egress for inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage channel, as in the case of all-natural drainage channels, is subject to storm water overflow and natural bank erosion to an extent that cannot be defined definitively. The City of Bastrop shall not be liable for damages of any nature resulting from the occurrence of these natural phenomena, nor resulting from a failure of any structures within the natural drainage channels. The natural drainage channel crossing each lot is shown by the floodplain easement line as shown on the plat."		

Public Improvement Plan Checklist

City of Bastrop, TX Development Process

City of Bastrop, Texas
Public Improvement Plan Checklist

Planning Department • 1311 Chestnut Street • 512-332-8840

BASTROPTX
Heart of the Lost Pines
Est. 1832

APPLICANT:			OFFICIAL USE ONLY	
Included in Submittal	PER ORDINANCE 2019-54, ADOPTION OF CITY OF BASTROP DEVELOPMENT MANUAL, PUBLIC IMPROVEMENT PLAN REQUIREMENTS ARE AS FOLLOWS:		Meets Standard	Does Not Meet Standard
	1	**COVER SHEET**		
	1.1	Title of Project, Location, and Type of Plans		
	1.2	City Approval Signature Block		
	1.3	City Approval Signature Notes		
	1.4	Sheet Index/Table of Contents		
	1.5	Vicinity Map of the Project including surrounding streets with a north arrow pointing in the correct direction		
	2	**PRELIMINARY PLAT SHEET**		
	2.1	Legible Copy of Planning & Zoning Commission Approved, Preliminary Plat		
	3	**NOTE SHEET(S)**		
	3.1	City of Bastrop general construction notes, water notes, wastewater notes, and erosion, sedimentation control and tree protection notes.		
	3.2	Current TCEQ Notes.		
	3.3	Project Specific Notes (Must not conflict with other required notes).		
	3.4	Temporary survey monuments		
	3.5	Permanent survey monuments		
	3.6	Street Summary Design Table with Pavement		
	3.7	Description of proposed brass benchmark(s) locations		
	4	**EROSION, SEDIMENTATION AND TREE PROTECTION SHEET**		
	4.1	Drainage flow arrows/patterns		
	4.2	Stabilized construction entrance		
	4.3	Existing and proposed grade(s)		
	4.4	Clearly marked limits of construction		
	4.5	Contractor staging area(s) with silt fence on downstream side		
	4.6	Location and type of all proposed temporary and permanent erosion controls		
	4.7	Location of all known underground storage tanks		
	4.8	Location of all critical environmental features and their required setbacks		
	4.9	Location of all tree protection measures		
	4.10	Survey of all trees six (6) inches in diameter or larger		
	4.10a	Indicate trees by circles with radius of 1' per inch of trunk diameter		
	4.10b	Dashed/broken circles for trees to be removed		
	4.10c	Solid/unbroken circles for trees to remain		
	4.11	All areas of cut and fill > or = 4' clearly labeled		
	4.12	Limits and type of slope stabilization		
	5	**DEMOLITION PLAN**		
	5.1	Show all structures being demolished		
	5.2	Are there any hazardous materials or designated substances in or below structure being demolished?		
	5.3	Will there be a need for infill, call-outs for infill material and positions?		
	6	**OVERALL DRAINAGE**		
	6.1	Submit Approved & Signed Copy of Final Drainage Plan by City Engineer		
	7	**STREET PLAN AND PROFILE (Construction Standards Manual)**		
	7.1	Clearly labeled horizontal scale of 1" – 50' and vertical scale of 1" – 5' (All plans MUST be drawn to scale)		
	7.2	Street names, lot and block numbers		
	7.3	Benchmarks that are spotted in plain view, conveniently spaced (500'±), located outside construction limits, set on permanent structure		

APPLICANT:			OFFICIAL USE ONLY	
Included in Submittal	PER ORDINANCE 2019-54, ADOPTION OF CITY OF BASTROP DEVELOPMENT MANUAL, PUBLIC IMPROVEMENT PLAN REQUIREMENTS ARE AS FOLLOWS:		Meets Standard	Does Not Meet Standard
	7.4	Drainage facilities within or intersecting right-of-way and indicate stationing (show inlet type)		
	7.5	Drainage flow arrows		
	7.6	Grade breaks (high and low points)		
	7.7	Match lines for continuations of streets on other streets		
	7.8	Labeled concrete valley gutter at intersections where appropriate		
	7.9	Clearly show the beginning and ending of project		
	7.10	Limits of inlet transition		
	7.11	All point of curve, point of tangency, compound curvature, point of reverse curvature stations and vertical curve information		
	7.12	All fill areas shaded/hatched on profile		
	7.13	Sidewalks and approved ADA ramps		
	7.14	Existing street slopes at tie-ins to existing		
	7.15	Labeled set-backs, face-of-curb to face-of-curb width, and right-of-way width (all proposed right-of-way dedications)		
	7.16	Verify sufficient clearance exists for driveways from inlet transitions, streetlights, fire hydrants, etc.		
	7.17	Erosion matting on all slopes 3:1 or steeper		
	7.18	ADA ramp wings shown		
	7.19	Street end barricades shown		
	7.20	Buildings on developed property with addresses		
	7.21	Intersecting and adjacent streets: type and width of private, walks, alleys		
	7.22	Show spot elevation in ditches and gutters to clarify drainage and transitions		
	7.23	Existing concrete paving clearly shown according to standard symbols and accurately dimensioned. Curb and gutter dimension. Pavement thickness indicated.		
	7.24	Size and construction of fences		
	7.25	Signs; if commercial in right-of-way, state if electrical		
	7.26	Mailbox locations		
	8	**OVERALL WASTEWATER LAYOUT**		
	8.1	Street names, lot names, and block letters		
	8.2	Existing contours		
	8.3	Lot dimensions		
	8.4	Surrounding subdivision names/property owners		
	8.5	Services applied to lateral to each lot		
	8.6	Street names, street/alley widths, fences, and right-of-way widths		
	8.7	Existing pavements (type) and existing/proposed easements (type and width)		
	8.8	Adjoining buildings and improvements		
	8.9	Minimum finished floor elevation for each lot		
	8.10	"Connect to" note to an existing wastewater main		
	8.11	Wastewater designation, size, and direction of flow		
	8.12	"Construct" notes for sewer and sewer appurtenances		
	8.13	Manholes at all future stub outs		
	8.14	Easements for all offsite sewer lines		
	8.15	Centerline station every 300', deflection angles at points of intersection		
	8.16	Centerline station at points of curvature, points of tangency, and C.O.s		
	8.17	Centerline curve data		
	8.18	Note for all existing manholes modified by construction to be tested, repaired, and recoated		
	8.19	Detail for water/wastewater crossing		
	8.20	Main lines between manholes must be straight, with no more than 300 feet between manholes		
	8.21	Easements that need separate instruments		
	8.22	Minimum finished floor elevation(s)		
	9	**WASTEWATER PLAN AND PROFILE**		
	9.1	All wastewater main profiled		
	9.2	Vertical scale of 1" = 5'		
	9.3	Existing ground and proposed ground/subgrade/top of curb		
	9.4	Special notes and references to appurtenance sheet numbers		
	9.5	Direction, grade, length, size and type of pipe		

APPLICANT:			OFFICIAL USE ONLY	
Included in Submittal	PER ORDINANCE 2019-54, ADOPTION OF CITY OF BASTROP DEVELOPMENT MANUAL, PUBLIC IMPROVEMENT PLAN REQUIREMENTS ARE AS FOLLOWS:		Meets Standard	Does Not Meet Standard
	9.6	Embedment of pipe		
	9.7	Identify elevation of the invert, flow out, flow in, and rim		
	9.8	Minimum drop of 0.1' across manhole		
	9.9	Elevations of all crossing utilities in the wastewater profile		
	9.10	Size of manholes		
	9.11	Drop manholes identified		
	9.12	Stationing and manhole numbers		
	9.13	Existing/proposed manholes, pipes and sizes (parallel to mains)		
	9.14	Existing/proposed bridges, culverts and drainage channels		
	10	**OVERALL WATER PLAN**		
	10.1	Water service at each lot		
	10.2	Existing/proposed main lines		
	10.3	Street names, lot numbers, and block letters		
	10.4	Street/alley widths, rights-of-way, and lot dimensions		
	10.5	Valves provided on all legs of pipe intersections		
	10.6	All bends are 45 degrees or less		
	10.7	Thrust restraints on dead ends		
	10.8	Restraints on dead ends		
	10.9	Automatic flush valves at all dead ends		
	10.10	Air release valves at all high points		
	10.11	Utility easements for all pipes off-site		
	10.12	Fittings, fire hydrants, manholes, services, and taps are shown		
	10.13	Utility crossing details		
	10.14	Main designation with stationing		
	10.15	Material call-out for water main(s)		
	10.16	All existing pavements (type), existing and proposed easements (type and width)		
	10.17	Show location and size of existing/proposed water meter(s)		
	10.18	All fire lines must be ductile iron , =>6"		
	11	**WATER PLAN AND PROFILE (ALL WATER LINES MUST BE PROFILED)**		
	11.1	Clearly labeled vertical scale of 1" = 5' (All plans must be drawn to scale)		
	11.2	References to appurtenance sheet numbers		
	11.3	Show all mains		
	11.4	Existing and proposed ground at Water Main Centerline		
	11.5	Direction, linear foot, size, grade and material callout for all water mains		
	11.6	Embedment for water main		
	11.7	Wastewater/storm sewer crossing with stations and elevation		
	11.8	Existing underground utilities (parallel)		
	11.9	Existing and proposed storm sewer manhole, pipes, sizes (parallel to mains)		
	11.10	Existing and proposed bridges, culverts and drainage channels		
	11.11	Elevation of existing and proposed storm sewer pipes and drainage		
	11.12	All existing and proposed utilities (including gas lines, buried or overhead power or telephone lines)		
	12	**SIGN, STRIPING, AND SLEEVE LAYOUT**		
	12.1	Stop bars at all stop sign locations		
	12.2	Speed limit signs at all entrances (Maximum 30 mph)		
	12.3	"No through truck" signs at all subdivision entrances		
	12.4	Note for all signs and striping to be installed per TX Manual on Uniform Traffic Control		
	12.5	Show all sleeves and conduit for dry utilities (i.e. gas, cable, phone)		
	13	**LIGHTING PLAN**		
	13.1	Street Light Locations with coverage areas		
	13.2	All utility lines must be installed underground.		
	14	**PHASING PLAN (Ordinance)**		
	14.1	Provide Applicable Phasing Plan		
	15	**TRAFFIC CONTROL PLAN**		
	15.1	Provide applicable traffic control and detour details		
	16	**WASTEWATER DETAILS (Construction Standards)**		
	16.1	Current City of Bastrop detail (when inside Bastrop CCN)		

APPLICANT:			OFFICIAL USE ONLY	
Included in Submittal	PER ORDINANCE 2019-54, ADOPTION OF CITY OF BASTROP DEVELOPMENT MANUAL, PUBLIC IMPROVEMENT PLAN REQUIREMENTS ARE AS FOLLOWS:		Meets Standard	Does Not Meet Standard
	16.2	Current Utility Provider detail (when outside Bastrop CCN)		
	17	**WATER DETAILS (Construction Standards)**		
	17.1	Current City of Bastrop detail (when inside Bastrop CCN)		
	17.2	Current Utility Provider detail (when outside Bastrop CCN)		
	18	**EROSION CONTROL AND TREE PROTECTION DETAILS (Construction Standards)**		
	18.1	All applicable details		
	19	**PUBLIC IMPROVEMENT PLAN NOTES**		
		GENERAL NOTES		
		1. All construction shall be in accordance with the City of Bastrop Construction Technical Manual.		
		2. Any existing utilities, pavement, curbs, sidewalks, structures, trees, etc., not planned for demolition that are damaged or removed shall be repaired or replaced at the Applicant's expense.		
		3. The Contractor shall verify all depths and locations of existing utilities prior to any construction. Any discrepancies with the construction plans found in the field shall be brought immediately to the attention of the Engineer who shall be responsible for revising the plans are appropriate.		
		4. Manhole frames, covers, valves, cleanouts, etc. shall be raised to finished grade after to final paving construction. A concrete square shall be poured around all appurtenances.		
		5. The Contractor shall give the City of Bastrop 48 hours notice before beginning each phase of construction. Notice shall be given to the Planning and Development Department: 512-332-8840.		
		6. All areas disturbed or exposed during construction shall follow the required best management practices. a) Each site shall provide an access drive and parking area of sufficient dimensions and design, surfaced with a material that will prevent erosion and minimize tracking or washing of soil onto public or private roadways. All non-paved access drives shall be designed so that stormwater runoff from adjacent areas does not flow down the drive surface. b) Any significant amount of runoff from upslope land area, rooftops, or other surfaces that drain across the proposed land disturbance shall be diverted around the disturbed area, if practical. Any diversion of upslope runoff shall be done in a manner that prevents erosion of the flow path and the outlet. c) Any cuts and fills shall be planned and constructed to minimize the length and steepness of slope and stabilized in accordance with the approved erosion control plan timelines and standards of this document. d) Open channels shall be stabilized as required to prevent erosion. e) Inlets to storm drains, culverts, and other stormwater conveyance systems shall be protected from siltation until final site stabilization. f) Water pumped from the site shall be treated by temporary sedimentation basins or other appropriate controls designed for the highest dewatering pumping rate. Water may not be discharged in a manner that causes erosion of the site or receiving channels.		

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Included in Submittal		PER ORDINANCE 2019-54, ADOPTION OF CITY OF BASTROP DEVELOPMENT MANUAL, PUBLIC IMPROVEMENT PLAN REQUIREMENTS ARE AS FOLLOWS:	Meets Standard	Does Not Meet Standard
		g) All waste and unused building materials shall be properly disposed of and not allowed to be carried by runoff into a receiving channel or storm sewer system. h) All off-site sediment deposits occurring as a result of a storm event shall be cleaned up by the end of the next workday. All other off-site sediment deposits occurring as a result of land-disturbing activities shall be cleaned up by the end of the workday. Flushing may not be used unless the sediment will be controlled by a filter fabric barrier, sediment trap, sediment basin, or equivalent. i) All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at one time. Existing vegetation shall be maintained as long as possible. j.) Soil stockpiles shall be located no closer than 25-feet from lakes, streams, wetlands, ditches, drainage ways, or roadway drainage systems. Stockpiles shall be stabilized by mulching, vegetative cover, tarps, or other means if remaining for 20 days or longer.		
		7. Prior to any construction, the Applicant's Engineer shall convene a preconstruction conference between himself, the City of Bastrop, the Contractor, utility companies, any affected parties and any other entity the City or the Engineer may require. Reference Development Packet for guidance on how to schedule a preconstruction conference.		
		8. The Contractor and the Engineer shall keep accurate records of all construction that deviates from the plans. The Engineer shall furnish the City of Bastrop accurate "As-Built" drawings following completion of all construction. These "As-Built" drawings shall meet with the satisfaction of the City Engineer prior to final acceptance.		
		9. The Bastrop City Council shall not be petitioned for acceptance until all necessary easement documents have been signed and recorded.		
		10. When construction is being carried out within easements, the Contractor shall confine his work to within the permanent and any temporary easements. Prior to final acceptance, the Contractor shall be responsible for removing all trash and debris within the permanent and temporary easements. Clean-up shall be to the satisfaction of the City Engineer.		
		11. Prior to any construction, the Contractor shall apply for and secure all proper permits from the appropriate authorities.		
		12. Available benchmarks that may be utilized for the construction of this project are described as follows: (INSERT HERE)		
		TRENCH SAFETY NOTES		
		1. In accordance with the Laws of the State of Texas and the U. S. Occupational Safety and Health Administration regulations, all trenches over 5 feet in depth in either hard and compact or soft and unstable soil shall be sloped, shored, sheeted, braced or otherwise supported. Furthermore, all trenches less than 5 feet in depth shall also be effectively protected when hazardous ground movement may be expected. Trench safety systems to be utilized for this project will be provided by the contractor to the City. Trench safety system plans are on sheet of the plan set.		

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Included in Submittal		**PER ORDINANCE 2019-54, ADOPTION OF CITY OF BASTROP DEVELOPMENT MANUAL, PUBLIC IMPROVEMENT PLAN REQUIREMENTS ARE AS FOLLOWS:**	Meets Standard	Does Not Meet Standard
		2. In accordance with the U. S. Occupational Safety and Health Administration regulations, when persons are in trenches 4-feet deep or more, adequate means of exit, such as a ladder or steps, must be provided and located so as to require no more than 25 feet of lateral travel.		
		3. If trench safety system details were not provided in the plans because trenches were anticipated to be less than 5 feet in depth and during construction it is found that trenches are in fact 5 feet or more in depth or trenches less than 5 feet in depth are in an area where hazardous ground movement is expected, all construction shall cease, the trenched area shall be barricaded and the Engineer notified immediately. Construction shall not resume until appropriate trench safety system details, as designed by a professional engineer, are retained and copies submitted to the City of Bastrop.		
		STREET AND DRAINAGE NOTES		
		1. All testing shall be done by an independent laboratory at the Applicant's expense. A City Inspector shall be present during all tests. Testing shall be coordinated with the City of Bastrop Construction Manager and he shall be given a minimum of 24 hours notice prior to any testing. Contact the Planning and Development Department with notice 512-332-8840.		
		2. Backfill behind the curb shall be compacted to obtain a minimum of 85% maximum density to within 3 inches of top of curb. Material used shall be primarily granular with no rocks larger than 3 inches in the greatest dimension. The remaining 3 inches shall be clean topsoil free from all clods and suitable for sustaining plant life.		
		3. Depth of cover for all crossings under pavement including gas, electric, telephone, cable TV, water services, etc., shall be a minimum of 36 inches below subgrade unless approved by the City Engineer.		
		4. Street rights-of-way shall be graded at a slope of 1/4 inch per foot toward the curb unless otherwise indicated. However, in no case shall the width of right-of-way at 1/4 inch per foot slope be less than 10 feet unless a specific request for an alternate grading scheme is made to and accepted by the City of Bastrop Planning and Development Department.		
		5. Barricades built to City of Bastrop standards shall be constructed on all dead-end streets and as necessary during construction to maintain job and public safety.		
		6. All RCP shall be minimum Class III.		
		7. The subgrade material for the streets shown herein was tested by _____. The paving sections were designed by _____ in accordance with the current City of Bastrop design criteria. The paving sections are to be constructed as follows:		

Street	Station	Flex. Base Thickness	HMAC Thickness	Lime Stab. Thickness

		8. The Geotechnical Engineer shall inspect the subgrade for compliance with the design assumptions made during preparation of the Soils Report. Any adjustments that are required shall be made through revision of the construction plans.		

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		9. Where PI's are over 20, subgrades must be stabilized utilizing a method acceptable to the City Engineer. The Geotechnical Engineer shall recommend an appropriate subgrade stabilization if sulfates are determined to be present.		
		WATER AND WASTEWATER NOTES		
		1. Pipe material for water mains shall be PVC (AWWA C-900, minimum Class 200), or Ductile Iron (AWWA C-100, minimum Class 200). Water services (2 inches or less) shall be polyethylene tubing (black, 200 psi, DR 9).		
		2. Pipe material for pressure wastewater mains shall be PVC, or Ductile Iron (minimum Class 250). Pipe material for gravity wastewater mains shall be PVC (ASTM D2241 or D3034, maximum DR-26), Ductile Iron (AWWA C-100, minimum Class 200200).		
		3. Unless otherwise accepted by the City Engineer, depth of cover for all lines out of the pavement shall be 42 inches minimum, and depth of cover for all lines under pavement shall be a minimum of 30 inches below subgrade.		
		4. All fire hydrant leads shall be PVC (AWWA C-900, minimum Class 200) or ductile iron pipe (AWWA C-100, minimum Class 200). as approved by the Director of Water and Wastewater during plan review.		
		5. All iron pipe and fittings shall be wrapped with minimum 8-mil polyethylene and sealed with duct tape or equal accepted by the City Engineer.		
		6. The Contractor shall contact the City Inspector, telephone at 512-332-8840 to coordinate utility tie-ins and notify him at least 48 hours prior to connecting to existing lines.		
		7. All manholes shall be concrete with cast iron ring and cover. All manholes located outside of the pavement shall have bolted covers. Tapping of fiberglass manholes shall not be allowed.		
		8. The Contractor must obtain a bulk water permit or purchase and install a water meter for all water used during construction. A copy of this permit must be carried at all times by all who use water.		
		9. Line flushing or any activity using a large quantity of water must be scheduled with the City Inspector, telephone at 512-332-8840.		
		10. The Contractor, at his expense, shall perform sterilization of all potable water lines constructed and shall provide all equipment (including test gauges), supplies (including concentrated chlorine disinfecting material), and necessary labor required for the sterilization procedure. The sterilization procedure shall be monitored by City of Bastrop personnel. Water samples will be collected by the City of Bastrop to verify each treated line has attained an initial chlorine concentration of 50 ppm. Where means of flushing is necessary, the Contractor, at his expense, shall provide flushing devices and remove said devices prior to final acceptance by the City of Bastrop.		
		11. Sampling taps shall be brought up to 3 feet above grade and shall be easily accessible for City personnel. At the Contractor's request, and in his presence, samples for bacteriological testing will be collected by the City of Bastrop not less than 24 hours after the treated line has been flushed of the concentrated chlorine solution and charged with water approved by the City. The Contractor shall supply a check or money order, payable to the City of Bastrop, to cover the fee charged for testing each water sample. City of Bastrop fee amounts may be obtained by calling the Water and Wastewater Department, telephone at 512-332-8960.		

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		12. The Contractor, at his expense, shall perform quality testing for all wastewater pipe installed and pressure pipe hydrostatic testing of all water lines constructed and shall provide all equipment (including pumps and gauges), supplies and labor necessary to perform the tests. Quality and pressure testing shall be monitored by City of Bastrop personnel.		
		13. The Contractor shall coordinate testing with the City of Inspector and provide no less than 24 hours notice prior to performing sterilization, quality testing or pressure testing.		
		14. The Contractor shall not open or close any valves unless authorized by the City of Bastrop.		
		15. All valve boxes and covers shall be in accordance with the City of Bastrop Construction Technical Manual.		
		16. Contact the Water and Wastewater Department, telephone at 512-332-8960 for assistance in obtaining existing water and wastewater locations.		
		17. The Planning and Development Department, telephone at 512-332-8840, shall be notified 48 hours prior to testing of any building sprinkler piping in order that the Building Official and/or Fire Department may monitor such testing.		
		18. Sand, as described in Specification item 510 pipe, shall not be used as bedding for wastewater lines. Acceptable bedding materials are pipe bedding stone, pea gravel and in lieu of sand, a naturally occurring or manufactured stone material conforming to ASTM C33 for stone quality and meeting the following gradation specification:		
		19. The Contractor is hereby notified that connecting to, shutting down, or terminating existing utility lines may have to occur at off-peak hours. Such hours are usually outside normal working hours and possibly between 12 a.m. and 6 a.m		
		20. All wastewater construction shall be in accordance with the Texas Commission on Environmental Quality (TCEQ) Regulations, 30 TAC Chapter 213 and 317, as applicable. Whenever TCEQ and City of Bastrop Specifications conflict, the more stringent shall apply.		
		TRAFFIC MARKING NOTES		
		1. Any methods, street markings and signage necessary for warning motorists, warning pedestrians or diverting traffic during construction shall conform to the Texas Manual of Uniform Traffic Control Devices for Streets and Highways, latest edition. 2. All pavement markings, markers, paint, traffic buttons, traffic controls and signs shall be installed in accordance with the Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges and, the Texas Manual of Uniform Traffic Control Devices for Streets and Highways, latest editions.		

Sieve Size	Percent Retained By Weight
1/2"	0
3/8"	0-2
#4	40-85
#10	95-100

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		EROSION AND SEDIMENTATION CONTROL NOTES		
		1. Erosion control measures, site work and restoration work shall be in accordance with the City of Bastrop Code of Ordinances.		
		2. All slopes shall be sodded or seeded with approved grass, grass mixtures or ground cover suitable to the area and season in which they are applied.		
		3. Silt fences, rock berms, sedimentation basins and similarly recognized techniques and materials shall be employed during construction to prevent point source sedimentation loading of downstream facilities. Such installation shall be regularly inspected by the City of Bastrop for effectiveness. Additional measures may be required if, in the opinion of the City Engineer, they are warranted.		
		ELECTRIC		
		4. All temporary erosion control measures shall not be removed until final inspection and approval of the project by the City Inspector. It shall be the responsibility of the Contractor to maintain all temporary erosion control structures and to remove each structure as approved by the City Inspector.		
		5. All mud, dirt, rocks, debris, etc., spilled, tracked or otherwise deposited on existing paved streets, drives and areas used by the public shall be cleaned up immediately.		
		1. All utilities are to be underground.		
		2. A Blanket Temporary Access and Construction Easement for the construction of Electric Facilities is currently on file for the property.		
		3. A plat note referencing the Blanket Temporary Access and Construction Easement to be added to the final plat.		
		4. Upon completion of construction and installation of the Electric Facilities on the Property the developer/owner shall have the Permanent Utility Easement Area (20-foot easement, to include a 10-foot buffer around all non-opening sides and a 20-foot buffer around opening sides of equipment) surveyed by metes and bounds, at its sole cost and expense, and a copy of that Permanent Easement survey provided to BP&L for the granting and recording of a Permanent Public Utility Easement. The Blanket Temporary Access and Construction Easement shall be vacated at such time as BP&L accepts and records the Permanent Public Utility Easement.		
		5. As shown herein, a twenty (20) foot wide Public Utility Easement is hereby dedicated adjacent to street ROW on all lots.		
		6. The electric utility has the right to prune and/or remove trees, shrubbery vegetation and other obstructions to the extent necessary to keep the easements clear. The owner/developer of this subdivision/lot shall provide the City of Bastrop electric utility department with any easement and/or access required, in addition to those indicated, for the installation and ongoing maintenance of overhead and underground electric facilities.		
		7. The owner shall be responsible for installation of temporary erosion control, re-vegetation and tree protection for electric utility work required to provide electric service to this project		

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		8. All fees must be paid before materials are ordered or construction of Electric Facilities will be scheduled.		
		9. Provide electric schedule and load calculations.		

Construction of Public Improvements Process

Proposed Process Overview – Construction of PIP

Step 1: PIP Agreement approved by Council

Step 2: Once PIP Agreement approved, Hold Pre-Construction Meeting

Step 3: Notice to Proceed Letter will be issued.

Step 4: Walk-Through. Create & Complete Punchlist

Step 5: Letter from Dev. Engineer – Letter of Compliance

Step 6: Letter from City Engineer – Concurrence Built to PIP

Eligible to submit Final Plat

BASTROPTX
Heart of the Lost Pines / Est. 1832

Construction of Approved Public Improvement Plan

Approved PIP Agreement	Pre-Construction Meeting	Notice to Proceed
• Council must approve the PIP Agreement PRIOR to scheduling Pre-Construction Meeting.	• Mandatory Meeting scheduled by City Engineer.	• Issued in writing by City Engineer.

BASTROPTX
Heart of the Lost Pines / Est. 1832

Acceptance Process of Completed Public Infrastructure

Walk-Thru & Punch List	Maintenance Bond	Certification Process
• Walk-Thru with City Engineer & Developer Representative • Create punch-list • Complete punch-list	• File 2 – year maintenance bond in accordance with approved PIP agreement.	• Developer's Engineer must issue letter of compliance. • City Engineer must issue letter of concurrence.

BASTROPTX
Heart of the Lost Pines / Est. 1832

Sample Public Improvement District Agreement

City of Bastrop, TX Development Process

CITY OF BASTROP, TEXAS

Public Improvement Plan Agreement

INSERT PROJECT NAME

The State of Texas

County of Bastrop

WHEREAS, ***INSERT OWNER NAME*** hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following lots and blocks in ***INSERT PROJECT NAME,*** a proposed addition to the City of Bastrop, Texas: being ***INSERT LOTS AND BLOCKS***; and

WHEREAS, the said Developer has requested the City of Bastrop, a Home Rule Municipality of Bastrop County, Texas, hereinafter referred to as, "City", to provide approvals and cooperative arrangements in connection with said improvements:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through ***INSERT OWNER REPRESENTATIVE,*** its duly authorized officer, and the City, acting herein by and through ***INSERT CITY MANAGER*** it's City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of sanitary sewer facilities, streets, drainage, street lights and street signs, and park/trail improvements; summary of infrastructure (development) amounts; assurance payments to the City; payment of impact fees; and miscellaneous provisions relating to the acceptable completion of said construction according to the plans for ***INSERT PROJECT NAME*** approved by the City on ***INSERT DATE OF PUBLIC IMPROVEMENT PLAN APPROVAL.***

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1.00 Assurance of Infrastructure Construction

1.10 Employment of Contractors

In accordance with this agreement, the Developer agrees to employ a general contractor or contractors in accordance with the conditions set forth in Section 4.00 for work for which the Developer is providing as stated herein and indicated in the Summary of Infrastructure (Development) Assurance Amounts, Section 2.30 on page 4 of this agreement.

1.11 Payment of Developer Infrastructure Assurance Fees

The Developer and the City agree that the final plat of ***INSERT PROJECT NAME*** will not be filed for record until payment of the Final Assurance Amount. Except as otherwise provided in Section 4.40 of this contract, no building permits will be issued for any lots prior to the plat recording.

1.12 Payment of Miscellaneous Construction Costs

It is further agreed and understood that additional costs may be required of the Developer to cover such additional work, materials and/or other costs as may be made necessary by conditions encountered during construction and within the scope of this project.

1.13 Compliance with Tree Preservation Ordinance

The Developer is responsible to fully comply with the City's Tree Preservation Ordinance during all phases of construction. The Developer submitted a tree protection plan and protected tree survey on ***Insert Date,*** showing the protected trees on site and the measures of tree protection to be employed during

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construction prior to any site work on the project. The Developer submitted landscape, hardscape, irrigation, and materials plans that were approved by the City on ***INSERT DATE*** and these plans have been included in the final Public Improvement Plans which were approved on ***INSERT DATE.***

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) improvement costs are the full responsibility of the Developer unless otherwise noted, or unless otherwise funded with ****public improvement district revenue, tax increment reinvestments zone revenue, or a Chapter 380*** grant pursuant to a separate agreement. The following improvement costs have been developed using the Developer's plans and specifications and recommendations by the City in accordance with the construction guidelines set forth by the City:

2.10 Sanitary Sewer Improvements

The distribution of costs between the City and the Developer for all sanitary sewer improvements are as follows:

ON-SITE IMPROVEMENTS:

	Full Project Cost	Developer's Assurance Amount	City Participation
Sanitary Sewer Facilities	$1,000,000.00	$1,000,000.00	$0.00
Other Related Facilities	$0.00	$0.00	$0.00
Total Construction Cost	$1,000,000.00	$1,000,000.00	$0.00

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OFF-SITE IMPROVEMENTS: ***DELETE IF NOT NEEDED***

	Full Project Cost	Developer's Assurance Amount	City Participation
Sanitary Sewer Facilities	$1,000,000.00	$1,000,000.00	$0.00
Other Related Facilities	$0.00	$0.00	$0.00
Total Construction Cost	$1,000,000.00	$1,000,000.00	$0.00

2.20 Street and Storm Drainage Improvements

The distribution of costs between the City and the Developer for all street and drainage improvements are as follows:

	Full Project Cost	Developer's Assurance Amount	City Participation
Storm Drainage Facilities	$1,000,000.00	$1,000,000.00	$0.00
Streets & Sidewalks	$1,000,000.00	$1,000,000.00	$0.00
Total Construction Cost	$2,000,000.00	$2,000,000.00	$0.00

2.30 Summary of Infrastructure (Development) Assurance Amounts

	Final Assurance Amount
Sanitary Sewer Facilities	$1,000,000.00
Storm Drainage Facilities	$1,000,000.00
Streets & Sidewalks	$1,000,000.00
Total Construction Cost	$3,000,000.00

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ASSURANCE FEES TO BE PAID PRIOR TO PRE-CONSTRUCTION MEETING*:

	Percentage of Construction	Construction Cost	Final Assurance Amount
Sanitary Sewer Inspection Fee	2.5%	$1,000,000.00	$25,000.00
Storm Drainage Inspection Fee	2.5%	$1,000,000.00	$25,000.00
Streets & Sidewalks Inspection Fee	2.5%	$1,000,000.00	$25,000.00
Payment to the City			**$75,000.00**

The final construction amount is $***INSERT DOLLAR AMOUNT***, and the final assurance amount is $***INSERT DOLLAR AMOUNT*** (the "Final Assurance Amount").

RECOMMENDED:

_____

Jerry Palady, P. E. Date
Director of Engineering

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3.00 Miscellaneous Improvements

3.10 Drainage Operation and Maintenance Plan

The developer will provide the City with a Drainage Operation and Maintenance Plan (plan) in accordance with the Stormwater and Drainage Manual. The plan shall provide detailed information regarding the obligation of responsible parties for any drainage system, stormwater system, or other improvement which will not be dedicated to the City as part of this agreement. Proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

3.10 Sidewalks

The Developer shall be responsible for installing sidewalks along right-of-ways on open space lots and other lots that will not contain single family residential units within ***INSERT DEVELOPMENT NAME*** as shown on the approved Public Improvement Plans, as required by the Master Transportation Plan, and as approved by the Regulating Plan by the City on ***INSERT DATE.*** All sidewalks shall be in compliance with the City's Master Transportation Plan, and conform to the City of Bastrop Standard Construction Details. * ***INSERT LANGUAGE AS NEEDED, Ex:*** *The Developer shall also be responsible for installing a ten-foot (10') trail within the dedicated open space along the eastern property boundary that extends from the southern boundary along Agnes St., to the northern boundary along HWY 71 West.*

3.20 Screening Wall, Landscaping, and Irrigation

The Developer shall be responsible for installing screening walls, retaining walls,

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landscaping, and irrigation in accordance with the approved Public Improvement Plans, landscape plans approved on ***INSERT DATE***, and Regulating Plan as approved by the City on ***INSERT DATE.***

3.30 Street Lights and Street Name and Regulatory Signs

The Developer is responsible for the initial installation and maintenance of all street lights. Street name and regulatory signs shall be installed by the Developer at the Developer's expense at locations specified by the City's Director of Public Works per the signage regulations on ***INSERT CONTROLLING DOCUMENT*** of the City of Bastrop Standard Construction Details. The signs shall conform to The State of Texas Manual on Uniform Traffic Control Devices and City requirements, including but not limited to, exact placement, sign height and block numbers. The City shall not be responsible or obligated to maintain and/or replace any non-standard street light poles, sign poles, street name signs or regulatory signs. Installation shall be completed prior to the acceptance of the subdivision.

FEES TO BE PAID UPON EXECUTION OF THE DEVELOPER AGREEMENT:

WOULD REQUIRE AN ORDINANCE AMENDMENT

	Quantity	Unit Cost	Participation Payment to the City
Power for Streetlights	25	$25.00 per pole per montl for 24 months	$15,000.00
Payment to the City			**$15,000.00**

RECOMMENDED:

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_____

Trey Job Date
Managing Director of Public Works & Leisure Services

3.50 Land Dedication

The Developer shall dedicate to the City the area shown as public open space on the ***INSERT PLAN NAME*** attached to Ordinance 201***X-XX*** (the "Public Open Space"), including, but not limited to, the ***INSERT DESCRIPTION*** parcel identified on the Parcel Plan attached to Ordinance 201***X-XX***. A private home owners association or property owners association shall maintain the Public Open Space. ****INSERT LANGUAGE AS NEEDED, Ex.*** *This dedication shall be credited to the Developer in the amount of $75,000.00. In no case shall the amount of dedicated open space to the City be less than 1.50 acres.*

The following table identifies the Park Development Fees due by the Developer for this project at the time of single family building permit issuance, subject to a credit reduction as described above in this Section 3.50:

Number of Lots	**Fee Per Lot**	**Total Amount of Park Development Fees Owed (Subject to Credits)**
10	$500.00	$5,000.00

The above open space dedications and fees in lieu of shall fully satisfy all City requirements for dedication of park land or payment of fees in lieu of dedication.

OR

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The following table identifies the Park Land Dedication by the final plat:

Lots	Blocks	Acres
1	A	7.0046
1	C	30.4158

RECOMMENDED:

_____

Matthew Jones Date
Director of Planning and Development

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3.60 Impact Fees

Water Impact Fees and Wastewater Impact Fees as set forth by City ordinances will be assessed at the time of final plat recording and shall be paid by the builder, property owner or developer at the time of Building Permit issuance for each individual lot within ***DEVELOPMENT NAME*** and shall be based on the Water and Wastewater Impact Fee for Service as set forth in the City of Bastrop Impact Fee Ordinance that is in effect as of the final plat recording date.

IMPACT FEES TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE:

	Lots	Fee per Lot	Final Assessment Amount
Waste Water Impact Fee	10	$5,020.00	$50,200.00
Water Impact Fee	10	$1,785.00	$17,850.00
Total Impact Fees To Be Collected			**$68,050.00**

RECOMMENDED:

Trey Job Date
Managing Director of Public Works & Leisure Services

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4.00 Miscellaneous Provisions

4.10 Bonds

The Developer agrees to require the contractor(s) to furnish the City with a payment and performance bond if the contract cost exceeds $25,000.00. The payment and performance bonds shall be submitted prior to the City issuing the Notice to Proceed.

The Developer agrees to require the contractor(s) to furnish the City with a two (2) year maintenance bond in the name of the City, subject to City approval for one hundred twenty-five percent (125%) of the contract price of the residential streets, sanitary sewer, and underground stormwater drainage facilities improvements. The maintenance bond(s) shall be submitted and approved prior to the final acceptance of the improvements.

The developer will provide the City with proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

4.20 Public Liability

The Developer shall further require the contractor(s) to secure Public Liability Insurance. The amount of Insurance required shall include Public Liability, Bodily Injury and Property Damage of not less than $100,000 one person, $300,000 one accident and $100,000 property damage. The minimum requirements for automobile and truck public liability, bodily injury and property damage shall also include not less than $100,000 one person, $300,000 one accident, and $100,000 property damage.

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The Contractor shall provide Worker's Compensation Insurance in accordance with the most recent Texas Workers' Compensation Commission's rules.

4.30 General Indemnity Provisions

The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, invitees, or other person, arising out of or in connection with the Agreement, or on or about the property, and Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all such claims and demands. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for any damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to the Agreement, or on or about the property. This indemnity shall apply whether

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the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the intentional acts or negligence of developer or any of its officers, officials, agents, consultants, employees or invitees, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The City shall be responsible only for the City's sole negligence. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.31 Indemnity Against Design Defects

Approval of the City Engineer or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants,

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or employees, it being the intent of the parties that approval by the City Engineer or other City employee, official, consultant, or officer signifies the City's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.32 Approval of Plans

The Developer and City agree that the approval of plans and specifications by the City shall not be construed as representing or implying that improvements built in accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be designed or built in a good and workmanlike manner.

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Neither the City nor its elected officials, officers, employees, contractors and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, for any loss or damage arising from the non-compliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

4.33 Venue

Venue of any action brought hereunder shall be in Bastrop, Bastrop County, Texas.

4.40 Release of Building Permits

The Developer may request, and the Director of Planning and Development may approve, the release of up to ten percent (10%) of the total building permits for the lots listed on pg. 1 of this agreement upon completion of the public streets, to include street lights, and final acceptance of the sanitary sewer and underground stormwater drainage facilities that are not deemed private. Building permits for all lots will be released upon final acceptance of all public and private infrastructure improvements, park and trail construction, screening walls, retaining walls, landscaping, irrigation, and tree mitigation in accordance with the Public Improvement Plans that were approved by the City on ***INSERT APPROVAL DATE.***

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4.50 Dedication of Infrastructure Improvements

Upon final acceptance of ***INSERT DEVELOPMENT NAME***, the public streets, sanitary sewer, and underground stormwater drainage facilities shall become the property of the City.

4.60 Assignment

This agreement, any part hereof, or any interest herein shall not be assigned by the Developer without written consent of the City Manager, said consent shall not be unreasonably withheld, and it is further agreed that such written consent will not be granted for the assignment, transfer, pledge and/or conveyance of any refunds due or to be come due to the Developer except that such assignment, transfer, pledge and/or conveyance shall be for the full amount of the total of all such refunds due or to become due hereunder nor shall assignment release assignor or assignee from any and all Development assurances and responsibilities set forth herein.

4.70 Conflicts

In the event of a conflict between this agreement and that certain Development Agreement between the City of Bastrop and ***INSERT DEVELOPER NAME*** effective ***INSERT DATE*** (the "Development Agreement"), the Development Agreement shall control. In the event of a conflict between this agreement and that certain ***MUD, PID, 380*** agreement between the City of Bastrop and ***INSERT DEVELOPER NAME*** effective ***INSERT DATE*** (the "***MUD,PID,380*** Reimbursement Agreement"), the ***PID, MUD, 380*** Reimbursement Agreement shall control. Nothing in this agreement shall be construed as amending the Development

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Agreement or the PID Reimbursement Agreement.

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IN TESTIMONY WHEREOF, the City of Bastrop has caused this instrument to be executed in duplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in duplicate, at the City of Bastrop, Texas this the **XX** day of **XXXXXXXXX**, **20__**.

INSERT DEVELOPMENT NAME

_____
Developer Name
Company Name

City of Bastrop, Texas

_____
Lynda Humble
City Manager

ATTEST:

_____ _____
Ann Franklin Date
City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____ _____
Alan Bojorquez Date
City Attorney

Distribution of Originals: Developer
City Secretary
Planning and Development Department

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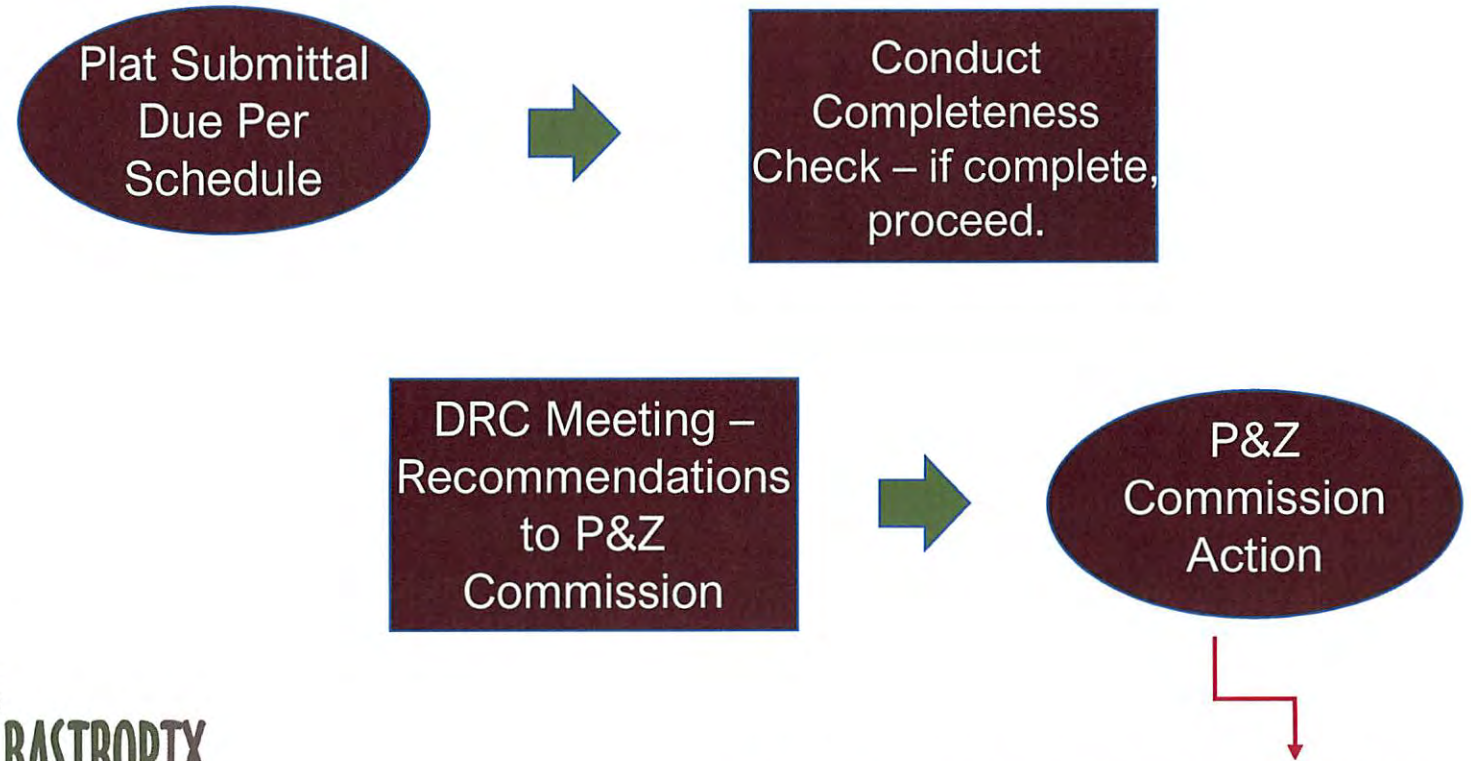
Final Plat Process

Proposed Process Overview – Final Plat Process

Once P&Z Commission Approves Final Plat – Infrastructure is Deemed Accepted by City



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Process – Final Plat

All requirements MUST be met:

- Preliminary Plat must be valid.
- All public infrastructure must be built.
- Letter of Concurrence issued by City Engineer.

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Platting Process – Final Plat

(Submission Process – 30 Approval Process Required by HB 3167)

Final Plat Submittal	Review for Completeness Check	Planning & Zoning Commission Consideration
• Once all of the required steps are met, a completed Final Plat application can be submitted according to the Plat & Site Plan Schedule Uniform Submittal Dates.	• Review for Administrative Compliance. • If complete, goes onto P&Z Commission agenda. • If incomplete, submittal is rejected.	• Municipal authority for Plat approval. • If all standards are met, must approve within 30 days or deemed approved. • If disapprove, must give written reason.

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Once Planning & Zoning Commission approves the Final Plat, the infrastructure is deemed accepted by the City of Bastrop.

Site Plan Process

2019 – 2020 Plat & Site Plan Schedule of Uniform Submittal Dates

Plat Submissions will only be accepted on these dates between 8:00 a.m. - 12:00 p.m.	All Submissions shall be reviewed for completeness and must be deemed administratively complete to be considered filed.	Due Date for Public Notice Notification in the Bastrop Advertiser, if Public Hearing is Required.	Responses to Approval with Conditions will only be accepted on these dates between 8:00 a.m. – 3:00 p.m. for Inclusion on Planning & Zoning Commission Meeting Agenda or Administrative Review in the same month. (15 Day Review Requirement or Deemed Approved)	DRC Committee Review – Staff Recommendation to Approve, Approve with Conditions or Disapprove	Planning & Zoning Commission Packet Published	Planning & Zoning Commission Meeting Date / Administrative Decision for Amending Plats & Replats not requiring Public Hearing.
9/3/2019	9/3/2019	9/3/2019	9/13/2019	9/19/2019	9/20/2019	9/26/2019
10/7/2019	10/8/2019	10/8/2019	10/18/2019	10/24/2019	10/25/2019	10/31/2019
10/28/2019	10/29/2019	10/29/2019	11/08/2019	11/14/2019	11/15/2019	11/21/2019
11/25/2019	11/26/2019	11/26/2019	12/06/2019	12/12/2019	12/13/2019	12/19/2019
1/06/2020	1/7/2020	1/7/2020	1/17/2020	1/23/2020	1/24/2020	1/30/2020
2/3/2020	2/4/2020	2/4/2020	2/14/2020	2/20/2020	2/21/2020	2/27/2020
3/3/2020	3/3/2020	3/3/2020	3/13/2020	3/19/2020	3/20/2020	3/26/2020
4/6/2020	4/7/2020	4/7/2020	4/17/2020	4/23/2020	4/24/2020	4/30/2020
5/4/2020	5/5/2020	5/5/2020	5/15/2020	5/21/2020	5/22/2020	5/28/2020
6/1/2020	6/2/2020	6/2/2020	6/12/2020	6/18/2020	6/19/2020	6/25/2020
7/6/2020	7/7/2020	7/7/2020	7/17/2020	7/23/2020	7/24/2020	7/30/2020
8/3/2020	8/4/2020	8/4/2020	8/14/2020	8/20/2020	8/21/2020	8/27/2020
8/31/2020	9/1/2020	9/1/2020	9/11/2020	9/17/2020	9/18/2020	9/24/2020
10/5/2020	10/6/2020	10/6/2020	10/16/2020	10/22/2020	10/23/2020	10/29/2020
10/26/2020	10/27/2020	10/27/2020	11/6/2020	11/12/2020	11/13/2020	11/19/2020
11/23/2020	11/24/2020	11/24/2020	12/4/2020	12/10/2020	12/11/2020	12/17/2020

*Adopted by City Council on August 27, 2019 – Ordinance 2019-32

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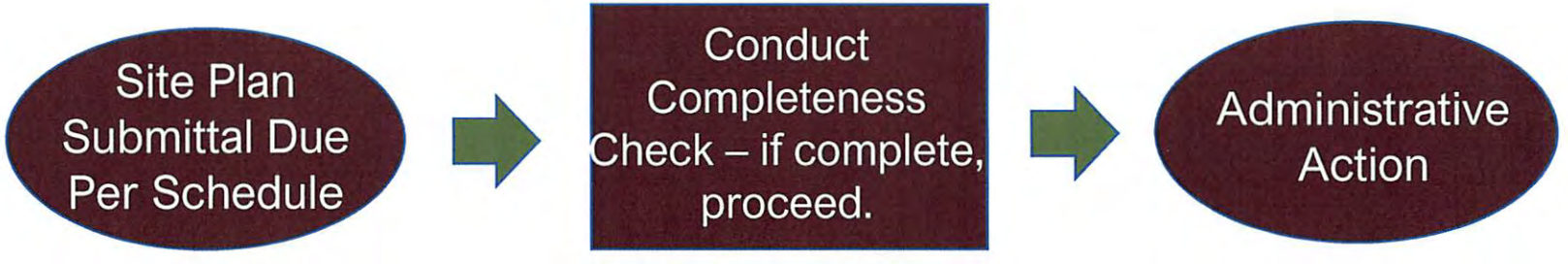
Est. 1832

Plat & Site Plan Schedule of Uniform Submittal Dates – 2019/2020

Proposed Process Overview – Site Plan Process



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City of Bastrop, TX Development Process

Process – Site Plan

Site Plan – Step 1

- Property must be appropriately zoned.
- Property must be platted, unless it is a lot of record.
- All public improvements must be constructed and accepted, if required.
- NOTE: ONLY MULTI-FAMILY AND COMMERCIAL DEVELOPMENTS REQUIRE A SITE PLAN.

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Process – Site Plan

(Submission Process – 30 Approval Process Required by HB 3167)

Final Plat Submittal	Review for Completeness Check	Director of Planning & Development – Administrative Review
• Once all of the required steps are met, a completed Site Plan application can be submitted according to the Plat & Site Plan Schedule Uniform Submittal Dates.	• Review for Administrative Compliance. • If complete, goes onto Development Review Committee agenda. • If incomplete, submittal is rejected.	• Technical details that must meet City Council approved standards. • Must take action within 30 days or deemed approved. • If disapprove, must give written reason.

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Utility Plan Checklist (Infill Development Only – Pre-requisite for Site Plan Submittal)

City of Bastrop, TX Development Process

City of Bastrop, Texas
Utility Plan Checklist
(Infill Development Only)

Planning Department • 1311 Chestnut Street • 512-332-8840

APPLICANT:			OFFICIAL USE ONLY	
Included in Submittal	PER ORDINANCE 2019-54, ADOPTION OF CITY OF BASTROP DEVELOPMENT MANUAL, UTILITY PLAN REQUIREMENTS ARE AS FOLLOWS:		Meets Standard	Does Not Meet Standard
	1	**COVER SHEET**		
	1.1	Title of Project, Location, and Type of Plans		
	1.2	Sheet Index/Table of Contents		
	1.3	Vicinity Map of the Project including surrounding streets with a north arrow pointing in the correct direction		
	2	**NOTE SHEET(S)**		
	2.1	City of Bastrop general water notes, wastewater notes, and erosion, sedimentation control and tree protection notes.		
	2.2	Project Specific Notes (Must not conflict with other required notes).		
	3	**EROSION, SEDIMENTATION AND TREE PROTECTION SHEET**		
	3.1	Drainage flow arrows/patterns		
	3.2	Clearly marked limits of construction		
	3.3	Location of all known underground storage tanks		
	3.4	Location of all critical environmental features and their required setbacks		
	3.5	All areas of cut and fill > or = 4' clearly labeled		
		STREET & DRAINAGE PLAN AND PROFILE		
		Street names, lot and block numbers		
		Sidewalks and approved ADA ramps		
		Existing street slopes at tie-ins to existing		
		Verify sufficient clearance exists for driveways from inlet transitions, streetlights, fire hydrants, etc.		
		Existing/proposed bridges, culverts and drainage channels. All culverts must be reinforced concrete pipe unless approved by the City Engineer.		
		ADA ramp wings shown		
		Mailbox locations		
	5	**OVERALL WASTEWATER PLAN**		
		Street names, lot names, and block letters		
		Lot dimensions		
		Surrounding subdivision names/property owners		
		Proposed wastewater service and tap size and location		
		Street names, street/alley widths, fences, and right-of-way widths		
		Existing pavements (type) and existing/proposed easements (type and width)		
		Adjoining buildings and improvements		
		"Connect to" note to an existing wastewater manhole		
		Detail for water/wastewater crossing		
	8	**OVERALL WATER PLAN**		
	8.2	Existing/proposed main lines		
	8.3	Street names, lot numbers, and block letters		
	8.4	Street/alley widths, rights-of-way, and lot dimensions		
	8.5	Valves provided on all legs of pipe intersections		
	8.6	All bends are 45 degrees or less		
	8.7	Automatic flush valves at all dead ends		
	8.8	Air release valves at all high points		
	8.9	Utility easements for all pipes off-site		
	8.10	Fittings, fire hydrants, manholes, services, and taps are shown		

APPLICANT:			OFFICIAL USE ONLY	
Included in Submittal	PER ORDINANCE 2019-54, ADOPTION OF CITY OF BASTROP DEVELOPMENT MANUAL, INFRASTRUCTURE PLAN REQUIREMENTS ARE AS FOLLOWS:		Meets Standard	Does Not Meet Standard
	8.11	Utility crossing details		
	8.12	Proposed water service and meter size and location		
	8.13	Material call-out for water main(s)		
	8.14	All existing pavements (type), existing and proposed easements (type and width)		
	8.15	Proposed fire line size and location		
	8.16	All fire lines must be ductile iron , =>6"		
	13	**ELECTRICAL DEMAND REQUIREMENTS**		
		Total Load required		
		No. of Services required for site & Size of each Service		
		Proposed location of transformer location(s)		
	14	**WASTEWATER DETAILS**		
	14.1	Current City of Bastrop detail (when inside Bastrop CCN)		
	14.2	Current Utility Provider detail (when outside Bastrop CCN)		
	15	**WATER DETAILS**		
	15.1	Current City of Bastrop detail (when inside Bastrop CCN)		
	15.2	Current Utility Provider detail (when outside Bastrop CCN)		

Site Plan Checklist

City of Bastrop, TX Development Process

City of Bastrop, Texas
Site Plan Checklist

Planning Department • 1311 Chestnut Street • 512-332-8840

BASTROPTX
Heart of the Lost Pines
Est. 1832

APPLICANT:			OFFICIAL USE ONLY	
Included in Submittal		PER ORDINANCE 2019-54, ADOPTION OF CITY OF BASTROP DEVELOPMENT MANUAL, SITE PLAN REQUIREMENTS ARE AS FOLLOWS:	Meets Standard	Does Not Meet Standard
		SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS		
	1	Completed and signed Application		
	2	Agent Authorization Form if Applicant is not the Property Owner		
	3	Location map highlighting the subject property in context of the surrounding area		
	4	Copy of deed showing current ownership		
	5	Copy of current statement of account showing taxes have been paid.		
	6	Six (6) paper copies of the Site Development Plan with all Required Details listed in the section below. Plans shall be on 24" x 36" sheets collated and folded into 8 ½" x 11"		
	7	Copy of the Approved Final Drainage Plan – attached to the plan sheets		
		Copy of the Approved Final Utility Plan – attached to the plan sheets		
	8	Paper copy of a Bastrop Fire Dept. (BFD) witnessed fire hydrant flow test report that is less than 1 year old (IFC 507.1 and 507.4)		
	9	Digital Submittal – Labeled CD/DVD or flash drive PDF 1 – Combined Application and Checklist Items PDF2 – Combined plan sheets for Required Details		
	10	Site Development Plan filing fee		
	11	Two (2) copies of TIA when required		
	12	Three (3) copies of a letter outlining Planned Development Requirements and how those requirements are addressed on the Site Development Plan when required		
	13	If any required fire code requirements cross into a property other than the owners, a joint-use access agreement or unified development agreement shall be provided and recorded		
	14	For projects involving an Alternative Method of Compliance (AMoC); documentation showing that an alternate method has been approved per IFC 104.8 and 104.9.		
	15	Stamped and signed plans by Texas Professional Engineer.		
	16	Bastrop Fire Department Table must be shown on Cover Sheet.		
		SITE DEVELOPMENT PLAN DETAIL REQUIREMENTS		
	1	**COVER SHEET**		
	1.1	Project Name		
	1.2	Contact name and information for property owner, engineer, surveyor, and any other parties responsible in preparing the Site Development Plan		
	1.3	Signature blocks for Owner, City Engineer, Fire Dept., and Director of Planning and Development. See Signature Blocks section below		
	1.4	Fire Department cover sheet table. See BFD Table in section below		
	1.5	List of ordinances or codes that the site was designed using		
	1.6	List of jurisdiction and service providers for the site		
	1.7	Date of preparation and any subsequent revisions		
	1.8	Acceptable scale: 1" = 40', 1" = 100', or similar		
	1.9	North arrow, graphic and written scale in close proximity		

	1.10	Small scale location map showing the location of the property		
	2	FINAL PLAT SHEET		
	2.1	Copy of Final Plat. Note recordation information or if plat is under review.		
	3	OVERALL SITE PLAN SHEET		
	3.1	**Site Data Summary Chart to include the following:** 1. Existing zoning 2. Gross acreage and net acreage 3. Percentage of impervious coverage (building footprint and impervious areas) 4. Area of open space 5. Open space as a percentage 6. Gross building area 7. Total building area by floor 8. Square footage broken down by use 9. Parking spaces required and provided. Provide location, if offsite. 10. Number of proposed lots 11. Residential density		
	3.2	Location of existing and proposed building(s), structure(s) or other improvement(s), as well as proposed modifications of the external configuration of the building(s), structure(s) or improvement(s)		
	3.3	Entrances and exits to the buildings		
	3.4	Required front, side, and rear setbacks from property lines		
	3.5	Existing or proposed easements or right of way, within or abutting the lot where the development is being proposed		
	3.6	The dimensions of any street, sidewalk, alley, accessibility route, or other part of the property intended to be dedicated to public use. These dedications must be made by separate instrument and referenced on the Site Development Plan		
	3.7	On and off-site circulation (including truck loading and pickup areas) and fire lanes		
	3.8	All types of surfacing (asphalt, brick, concrete, sod, crushed granite) not under roof		
	3.9	Location of dumpster and screening with materials		
	3.10	Required parking with dimensions given for layout; location, if off-site.		
	3.11	The location and ownership of adjacent properties		
	3.12	The location and boundary of any regulatory floodplain or floodway		
	3.13	All improvements located in the ROW		
	3.14	Curb return radii of all driveways and access aisles		
	3.15	Safety barriers, fencing, wheel stops, curbing or other restrictive barriers adjacent to driveways, aisles, maneuvering, or parking areas		
	3.16	All existing or proposed driveways		
	3.17	Dimensions from each driveway from property lines, intersections, or other driveways. Distances shall be measured from the nearest radii		
	4	LANDSCAPE PLAN SHEET		
	4.1	Location, size and species of all trees to be preserved		
	4.2	Tree protection plan		
	4.3	Location of all plant and landscaping material to be used, including plants, paving, benches, screens, fountains, statues, earthen berms, ponds (to include depth of water), topography of site		
	4.4	Species of all plant material to be used		
	4.5	Size of all plant material to be used		
	4.6	All types of surfacing (asphalt, brick, concrete, sod, crushed granite) not under roof		
	4.7	Spacing of plant material where appropriate		
	4.8	Layout and description of irrigation, sprinkler, or water systems including placement of water sources		
	4.9	Description of maintenance provisions		
	4.10	Person(s) responsible for the preparation of the landscape plan		

	4.11	Vegetative Screening: Planted height, full growth height, distance between plants		
	4.12	60-foot radius around each tree to show there is one tree within 60 feet of every parking space		
	4.13	List of all plants to be used, legend, and location of all plants and landscape elements		
	4.14	Location of screening with dimensions and material used		
	5	**BUILDING ELEVATIONS SHEET**		
	5.1	Architectural renderings or elevations of all proposed buildings and structures		
	6	**FIRE ACCESS AND CONTROL PLAN SHEET**		
	6.1	Curb markings and/or signs indicating No Parking – Fire Zone on the designated fire lane		
	6.2	The location of any existing and proposed fire hydrants		
	6.3	Note if any of the buildings required to have an automatic fire sprinkler system (IFC 903)		
	6.4	The location of the fire sprinkler riser room labeled, if applicable. (IFC 901.4.6/105.4.2)		
	6.5	Distance between all exterior building walls and all required fire apparatus access areas. (IFC 503.1)		
	6.6	Location of motorized gates in the path of a fire lane have been labeled and provided with a Knox key switch, if applicable. (IFC 503.6)		
	6.7	Show any fuel tanks to be stored on site and indicate the volume, type of fuel, and tank construction standard (propane, gasoline, diesel, etc.). (IFC 5001.5.1 SUB 6)		
	6.8	Show location of any diesel-fueled emergency generators and the UL listing number of the tank, the fuel capacity of the tank in gallons, and fuel tank impact protection. (IFC 5001.5.2)		
	7.0	**LIGHTING PLAN SHEET**		
	7.1	Detailed lighting plan showing locations, types, and fixtures. Plan shall include both freestanding and wall mounted lighting		
	7.2	Photometric plan for the proposed site extending out to the property lines		
	8.0	**TRAFFIC CONTROL & PEDESTRIAN SAFETY SHEET**		
	8.1	Temporary Traffic Control Plan for any impacted (closed or reduced width) roadways.		
	8.2	Barricade Summary Table including impacted roadway, roadway classification, street intersection, planned improvements, traffic control detail plan sheet, allowed barricade times, and duration.		
	8.3	Temporary pedestrian route/protection if pedestrian route is impacted.		
	8.4	Provide calculations, if overhead fall protection is proposed.		
	8.5	Safety fencing to prevent public access to construction activities.		
	8.6	Sealed by a Texas Professional Engineer.		
		SUPPLEMENTAL REQUIREMENTS		
	1.	Site Development Plan cannot be approved until Final Plat is recorded.		
	2.	Site Development Plan must be prepared by a licensed and registered professional land surveyor and/or a licensed professional engineer.		
	3.	Building permits will not be issued for any development until the Site Development Plan is approved.		
	4.	Property taxes must be paid prior to approval of plan.		
	5.	Irrigation plans require separate permits – approval of Site Development Plan does not constitute approval of any included irrigation plans or elements of the Landscape Plan.		

	6.	Signs require separate permits – approval of the Site Development Plan does not constitute approval of any included sign plans or elements.		
	7.	The following table illustrates the requirements of the Bastrop Fire Department in each line item: **(MUST SHOW ON COVER SHEET)**		

Bastrop Fire Department	
Fire Design Codes	*International Fire Code Edition with adopted appendices*
Fire Flow Demand @ 20 psi (gpm)	*Most demanding building's calculated fire flow demand – 2009 IFC Appendix B, Table B105.1 – Based on SF and Construction Type*
Intended Use	*Most demanding building's intended use*
Construction Classification	*Most demanding building's IBC construction classification*
Building Fire Area (S.F.)	*Most demanding building's fire area in gross square feet (all floor levels combined) per 2009 IFC Appendix B.*
Automatic Fire Sprinkler System Type (If applicable)	*The sprinkler system type that is in the most demanding building's fire area - NFPA 13, NFPA 13R or NFPA 13D*
Reduced Fire Flow Demand @ 20 psi for having a sprinkler system (gpm) (If applicable)	*Reduced fire flow demand, as permitted by BFD and Appendix B.*
Fire Hydrant Flow Test Date	*Not more than 1 yr from the date of Site Development Plan submittal*
Fire Hydrant Flow Test Location	*Block and Street Name*
Alternative Method of Compliance AMOC (If applicable)	*AMOC number and the date the AMOC was approved by the City.*

	8.	Signature blocks shall be placed on the Site Development Plan. Signature blocks shall also be placed for any additional entities responsible in preparing the Site Development Plan. The following are the approved signature blocks:		
		The certificate of the licensed public surveyor: THE STATE OF TEXAS § COUNTY OF BASTROP § KNOW ALL MEN BY THESE PRESENTS That I, _____ do hereby certify that I prepare this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Bastrop, Texas. _____ Signature and Seal of Registered Public Surveyor with date.		

		Owner's Signature Block: As owner of this property, I promise to develop and maintain this property as described by this plan. _____ _____ Name of Owner/Trustee Date		
		City Approval Signature Block: All responsibility for the adequacy of these plans remains with the engineer who prepared them. In accepting these plans, the City of Bastrop must rely upon the adequacy of the work of the design engineer. Accepted for Construction: _____ _____ Director of Planning and Development Date _____ _____ City of Bastrop Engineer Date _____ _____ City of Bastrop Fire Department Date		
		Signed and sealed certification of the licensed engineer who prepared the Site Development Plan: I, _____, do hereby certify that the information contained in these engineering documents are complete, accurate, and adequate for the intended purposes, including construction, but are not authorized for construction prior to formal City approval. _____ Signature and Seal of Registered Engineer with date		

When is it time to move from the Development Process to Building Permitting?

Proposed Process Overview – Building Permits

At this point in the process:

Property is appropriately zoned. ✔ → Property has an approved Final Plat. ✔ → Infrastructure has been accepted by the City. ✔ → Site Plan is approved. ✔ → Development Process is complete. Property is ready for "vertical" construction.

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BUILDING BASTROP

HONORING OUR AUTHENTIC PAST.
PLANNING FOR OUR SUSTAINABLE FUTURE.

Building Bastrop Policy Statement:

A Purpose Statement and Explanation for all development related code revisions and rulemaking procedures to ensure clarity and consistency.

What is Building Bastrop?

The City of Bastrop launched **Building Bastrop** on August 15, 2018 to create a new set of tools that will support the community in a responsible manner for generations to come. It is all about connecting people to policy. It is about humanizing an otherwise complicated and mundane process of rewriting the City's land-use regulations. It is about the journey that the City of Bastrop has taken to get to this point, weaving together its history and the philosophies that define authentic Bastrop. It is about love, community pride, and defining the City's way of life. It's about Building Bastrop together. Honoring our authentic past. Planning for our sustainable future.

Why is Building Bastrop Important?

Planning for the Next 100 Years: Bastrop, Texas, established on June 8, 1832 making it one of the oldest towns in Texas, will celebrate its 187th birthday in 2019. Bastrop will celebrate 200 years as a city in 2032, just 13 years in the future. The original settlers of Bastrop discovered a lush landscape where several geographies of Texas collide along the banks of the Colorado River. They set out to build a unique and lovely place for the future. Using the tools they had at the time to plan a logical path for growth going forward, they laid the foundation for a resilient community. The geography of the area, the development pattern of the land, and the organization of the buildings established a pure and authentic Texas town. How the City uses the information, gifted from the founders, to guide Bastrop's future is the journey the City must afford itself to take, today, especially since existing codes and regulations would prevent such development from occurring today.

Comprehensive Plan Goals: The City updated its Comprehensive Plan in 2016 with significant participation from the community. Known as Comprehensive Plan 2036, it provides an innovative vision for all aspects of the community including transportation and land-use. This plan also recognized the detrimental effects of sprawl development. The Comprehensive Plan 2036 defines sprawl on Page 2-7 as "a spatial development pattern or condition that occurs when large tracts of land are devoted to a single use (single-use zoning); where individual buildings take up increasingly large portions of land (low-density development); and the only way to navigate from one area to another is by automobile (auto-dependency)."

Aging Infrastructure: 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.

Significant Growth: Year after year, Central Texas continues to top the charts as one of the fastest growing regions in the nation. The ever-growing industries and influx of people moving to the area create substantial opportunities and challenges for the cities in the metro area. Austin's high housing costs, unresolvable traffic congestion, and limited room for growth, created a shortage of attainable housing in Austin proper. Furthermore, its complicated and outdated development code and process further exacerbate the problems. The development patterns in these cities are on a scale, which is out of compliance with the way cities were historically built. There are many serious challenges associated with the pattern of development, referred to as sprawl. They range from the scale, speed, and cost of the streets to the separation of land uses, housing types, and isolation of schools, businesses and civic facilities. Terms often associated with suburban sprawl are placeless places, generic neighborhoods, or anywhere America.

The Need to Get Development Right: Bastrop is facing significant growth, and like most communities, has one shot to get it right! Bastrop currently lies just east of the rapid sprawling growth. It may not be long before the massive growth pressures arrive. As the growth heads eastward, it is imperative Bastrop understand its options and defines the path for its future or it too, could be a place run over with placeless characteristics. As the City of Bastrop prepares to take an eye-opening journey of planning a resilient City for the generation of today, and ones of the future, a connection must be made to understand and respect the history that shaped its past, while planning for a sustainable future.

Building Bastrop Purpose Statement Adopted by Bastrop City Council:

Create a fiscally sustainable community through land-use regulations that are Authentic Bastrop and geographically sensitive.

What does this Purpose Statement Really Mean?

Fiscally sustainable is the ability of a government to sustain its current spending, tax, and other policies in the long-run without threatening government solvency or defaulting on some of its liabilities or promised expenditures. In recent years, local governments have come to understand that suburban sprawl will never lead to fiscal sustainability.

All infrastructure is built as a part of a new development and typically paid for by the developer. The developer pays for the installation one time. The City pays to maintain and/or replace the infrastructure in perpetuity. Yet, the revenue generated from "sprawl" development does not cover the cost of the maintenance and/or replacement of its infrastructure leaving a deficit for the community to have to cover through other sources of revenue or risk letting their infrastructure decline to the point of catastrophic failure.

The City of Bastrop cannot fix the aging infrastructure it has, much less take on any additional infrastructure. Rather than play the "blame game," City Council is playing the "responsibility game." Recognizing that you cannot solve a problem with the same level of thinking that creating it, the City Council is changing the way the City addresses development through the creation and adoption of fiscally sustainable development standards, as noted in the Comprehensive Plan 2036.

Goal 2.1.1.2 of the Comprehensive Plan states "Prepare and utilize a fiscal impact analysis tool when determining the value of annexing property, or when reviewing proposed planned developments or other development proposals". The City of Bastrop hired Verdunity, Inc. to develop a fiscal sustainability model, which will do two (2) things. First, determine how unsustainable existing development is in Bastrop. Second, provide a mechanism to ensure all development built in the future IS fiscally sustainable.

Long term, fiscally sustainable development has to be a win-win for both the City of Bastrop and the development community. The development standards must be economically viable for the developer to build, while generating sufficient revenue for the City of Bastrop to maintain and replace the required infrastructure in perpetuity.

Authentic Bastrop. Authentic means being so in fact, genuine, not fraudulent or counterfeit. In order to be authentic, every development principle, philosophy, etc. that is included in any development related code revision or rulemaking procedure must meet the Building Bastrop Purpose Statement. There cannot be a "cut, copy, and paste" mindset using another city as a model when writing regulations. Every principle, philosophy, etc. included must have a proven history of meeting the elements required in the Purpose Statement, specifically tailored to fit Bastrop.

Geographically sensitive recognizes the differences in geography that exist in Bastrop, which can affect development. For example, part of Bastrop is located on a bluff. Part of Bastrop is flat. Part of Bastrop has clay soil. Part of Bastrop has various sandy soils. There is significant floodplain in Bastrop created from the Colorado River, Gils Branch, and Piney Creek. State Highway 71, a four-lane highway running east/west through Bastrop, creates a physical barrier challenging non-automobile related transportation. Union Pacific Railroad runs through the middle of the community with twelve (12) crossings. The Lost Pines Forest is a unique 13-mile belt of loblolly pines in the City of Bastrop, its extraterritorial jurisdiction (ETJ), and the County. A portion of Bastrop is included in the Lost Pines Conservation Area for the Houston Toad, an endangered species. Therefore, all codes must acknowledge the environment rather than taking a "one-size-fits-all" approach that can lead to the creation of detrimental development.

What are the Elements of Fiscally Sustainable?

In October 2018, SimpleCity Design presented a report on Bastrop DNA Analysis, an in-depth analysis of Downtown Bastrop's anatomy and how it functions as a complete neighborhood. The analysis serves a starting point to inform the conversation as the City plans for implementing new development standards mentioned within the Comprehensive Plan, not just Downtown, but city-wide. The DNA analysis quantified various elements of the original city fabric and captured the patterns of the built environment, which will inform the future of the City through integration into new locally made development standards.

The configuration of streets, buildings, and infrastructure have served Downtown Bastrop patrons, residents, and businesses for hundreds of years, and the value of the built environment continues to rise. The day the buildings were built Downtown was the lowest value they have ever had. The flexibility in design allows market trends to shift with little to no change to the built environment or street network.

Grid. Downtown Bastrop is laid out in an almost perfect series of small gridded blocks that are 330' X 330'. The gridded network of streets is a fundamental element, which creates the most effective and efficient structure for cities to be walkable, flexible, and timeless.

The grid creates flexible blocks. A block could be used as a farm lot, a series of small houses, main street buildings, or even a skyscraper, without reconfiguring the network of streets. The blocks provide a variety of density levels, lot sizes, and organization to fit what the market supports at that time in history.

Streets are sized appropriately to the scale of the buildings and lot makeup. Infrastructure is gridded and provides a series of intersections for redundancy. A natural hierarchy of streets are

determined by building forms and land uses. Bike routes from existing infrastructure can be created based on the use and the design of existing streets. The navigable design makes it easy to move around on food, bike, skateboard or car with endless options for routes.

Diverse building types throughout Downtown Bastrop create fiscally viable options for small businesses and residents, with a variety of income levels. The integration of small buildings, located alongside larger buildings and small houses, located adjacent to larger homes, support a mix of options for people looking to move or open a business in Bastrop.

Walkable Place. Downtown Bastrop was built with clear and logical intentions, from the layout of the streets, the location along the waterfront, the orientation of the buildings, to the variety of building scales and types. The makeup of the original town functioned well for the population then and functions well for the population now. Downtown functions as a complete neighborhood, providing easy access to a wide range of services, housing types, office space, and parks and civic space with a comfortable walk, bike ride, or drive away. The arrangement of the small gridded network of streets further enhances the options provided to the people in Downtown.

It is important to note that Americans walk about a ¼ of a mile or a five (5) minute walk to services or places of interest. However, when the environment is comfortable, shaded and welcoming, they will walk about ½ of a mile. Bastrop's gridded tree-lined streets make it easy to access nature, services and restaurants all within a close proximity creating real opportunities for a walkable neighborhood.

Timeless place. The overall organization of the built environment Downtown Bastrop is timeless. It has already proven to withstand the test of time related to the introduction of cars, new market demands, new housing trends, how services are delivered, and how people choose to live in the modern world.

Key elements, which make Downtown Bastrop timeless and fiscally sustainable, include:

- the continuous rows of buildings and how they address the street;
- flexible space and building types to support a range of businesses and housing options;
- existing resources, infrastructure, and buildings are easily adaptable for modern trends;
- the blocks provide a variety of density levels, lot sizes, and organization to fit what is supported at that time in history;
- the shopfronts and ground floor characteristics at the street edge;
- upper story space to house offices, residents, or artists/creative spaces;
- awnings and street trees shading wide sidewalks;
- parks and civic spaces integrated into the built form of the City;
- human scale signs informing people what comes next;
- products spilling into the sidewalks from nearby storefronts;
- incremental development and lack of uniformity creates an inherit visual interest; and
- the people who live, work, and own shops and businesses Downtown.

Golden ratio, also known as Fibonacci sequence. Timeless, walkable places must be visually appealing, comfortable, and built to scale. The golden ratio, also known as divine proportion, appears in art, nature, and science including flower petals, pinecones, shells, trees, and storms. Utilizing the golden ratio into development standards provides a mathematical equation for creativity, when most architects and engineers of today's era have experience in "suburban sprawl" development techniques.

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 9T

TITLE:
Consider action to approve the second reading of Ordinance No. 2019-55 of the City Council of the City of Bastrop, Texas adopting the 2036 Comprehensive Plan as attached in Exhibit A; providing for findings of fact, adoption, enforcement, a repealer and severability; establishing an effective date; proper notice and meeting.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager/Interim Director of Planning and Development

BACKGROUND/HISTORY:
Under Texas Local Government Code, a governing body of a municipality may adopt a comprehensive plan for the long-range development of the city, which may include planning for land use, transportation, and public facilities. Additionally, the City Charter states that the Comprehensive Plan will contain recommendations for the growth, development, and beautification of the City and its extraterritorial jurisdiction.

On November 22, 2016, the City Council held a public hearing and adopted the Comprehensive Plan 2036 by Resolution R2016-32. The plan was accomplished through extensive public input, and public meetings by the Comprehensive Plan Steering Committee, Planning & Zoning Commission and City Council that began in July 2015.

The ratification of the adoption by ordinance is necessary to comply with the Texas Local Government Code.

POLICY EXPLANATION:
Local Government Code Section 213. Municipal Comprehensive Plans

Sec. 213.003. Adoption or amendment of comprehensive plan.

(a) A comprehensive plan may be adopted or amended by ordinance following:

(1) a hearing at which the public is given the opportunity to give testimony and present written evidence; and

(2) review by the municipality's planning commission or department, if one exists.

(b) A municipality may establish, in its charter or by ordinance, procedures for adopting and amending a comprehensive plan.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve the second reading of Ordinance No. 2019-55 of the City Council of the City of Bastrop, Texas adopting the 2036 Comprehensive Plan as attached in Exhibit A; providing for findings of fact, adoption, enforcement, a repealer and severability; establishing an effective date; proper notice and meeting.

ATTACHMENTS:

- Ordinance
- Exhibit A - Comprehensive Plan 2036 (***Not included in packet given the size of the document. Please click on link below to access the Comprehensive Plan)***
  https://www.cityofbastrop.org/upload/page/0051/docs/Final%202036%20Comp%20Plan.pdf

ORDINANCE 2019-55

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ADOPTING THE 2036 COMPREHENSIVE PLAN AS ATTACHED IN EXHIBIT A; AND PROVIDING FOR FINDINGS OF FACT, ADOPTION, ENFORCEMENT, A REPEALER, AND SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

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

WHEREAS, the City Charter of the City of Bastrop, Texas, states that the Comprehensive Plan will contain recommendations for the growth, development, and beautification of the City and its extraterritorial jurisdiction; and

WHEREAS, Chapter 213 of Texas Local Government Code states that a governing body of a municipality may adopt a comprehensive plan for the long-range development of the city, which may include planning for land use, transportation, and public facilities; and

WHEREAS, the City Council of the City of Bastrop adopted the 2036 Comprehensive Plan by Resolution No. R2016-32 November 22, 2016; and

WHEREAS, Chapter 213 of Local Government Code, Comprensive Plans, states that a Comprehensive Plan shall be adopted by Ordinance; and

WHEREAS, the citizens of the City of Bastrop were involved in the development of the Comprehensive Plan through participation committee and public meetings; and

WHEREAS, Chapter 213 of the Texas Local Government Code states that the adoption of or amendment to a Comprehensive Plan requires a hearing at which the public is given the opportunity to give testimony and present written evidence and as required by the City Charter, a public hearing was held for the Comprehensive Plan when it was adopted by Resolution No. R2016-32; and

WHEREAS, The Comprehensive Plan shall serve as a guide for all future City Council actions concerning land use, development regulations, and expenditures for capital improvements; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City.

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

SECTION 1. FINDINGS OF FACT The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. ADOPTION AND AMENDMENT The City Council hereby adopts the 2036 Comprehensive Plan by Ordinance, ratifing Resolution No. R2016-32, as attached in Exhibit A.

SECTION 3. REPEALER In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 4. SEVERABILITY If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 5. ENFORCEMENT The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 6. EFFECTIVE DATE This Ordinance shall be effective immediately upon passage and publication.

SECTION 7. OPEN MEETINGS It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ & ACKNOWLEDGED on First Reading on the 22nd day of October 2019.

READ & APPROVED on the Second Reading on the 12th day of November 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM:** 9U

TITLE:
Consider action to approve the second reading of Ordinance 2019-57 of the City Council of the City of Bastrop, Texas adopting Schedules of Uniform Submittal Dates for 2019/2020 for Neighborhood Regulating Plans as shown as Exhibit A, in order to comply with Texas Local Government Code Chapter 212, which requires Neighborhood Regulating Plans to be reviewed within thirty (30) days of submittal or deemed approved; and providing for findings of fact, enactment, enforcement, a repealer, and severability; establishing an effective date; and proper notice and meeting.

STAFF REPRESENTATIVE:
Lynda K. Humble, City Manager/Interim Director of Planning & Development

BACKGROUND/HISTORY:
House Bill 3167 of the 86th Session of the Texas Legislature requires that a subdivision development plan, subdivision construction plan, site plan, land development application, site development plan, preliminary plat, general plan, final plat, and replat be approved, approved with conditions, or disapproved by staff and Planning & Zoning Commission within 30 days of submission or it is deemed approved by inaction.

POLICY EXPLANATION:
Texas Local Government Code Chapter 212, Subchapter A. Regulation of Subdivisions, Section 212.002. Rules grants authority to a governing body of a municipality, after conducting a public hearing on the matter, to adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality.

In order to ensure compliance with Texas Local Government Code Chapter 212, City Council will annually adopt Schedule Uniform Submittal Dates in September in order to comply with Texas Local Government Code Chapter 212 for Zoning Change & CUP applications, Public Improvement Plan applications, Plat applications, Site Plan, and Neighborhood Regulating Plan applications. The Schedule Uniform Submittal Dates will include dates when applications will be accepted, when review for completeness checks will occur, and Planning & Zoning Commission meetings.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve the second reading of Ordinance 2019-57 of the City Council of the City of Bastrop, Texas adopting Schedules of Uniform Submittal Dates for 2019/2020 for Neighborhood Regulating Plans as shown as Exhibit A, in order to comply with Texas Local

Government Code Chapter 212, which requires Neighborhood Regulating Plans to be reviewed within thirty (30) days of submittal or deemed approved; and providing for findings of fact, enactment, enforcement, a repealer, and severability; establishing an effective date; and proper notice and meeting.

ATTACHMENTS:

- Ordinance
- Exhibit A - Schedule

ORDINANCE 2019-57

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ADOPTING A SCHEDULE OF UNIFORM SUBMITTAL DATES FOR 2019/2020 FOR NEIGHBORHOOD REGULATING PLANS AS SHOWN AS EXHIBIT A, IN ORDER TO COMPLY WITH TEXAS LOCAL GOVERNMENT CODE CHAPTER 212, WHICH REQUIRES NEIGHBORHOOD REGULATING PLANS TO BE REVIEWED WITHIN THIRTY (30) DAYS OF SUBMITTAL OR DEEMED APPROVED; AND PROVIDING FOR FINDINGS OF FACT, ENACTMENT, ENFORCEMENT, A REPEALER, AND SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, House Bill 3167 of the 86th Session of the Texas Legislature requires that a subdivision development plan, subdivision construction plan, site plan, land development application, site development plan, preliminary plat, general plan, final plat, and replat be approved, approved with conditions, or disapproved by staff and/or Planning & Zoning Commission within 30 days of submission or it is deemed approved by inaction; and

WHEREAS, Texas Local Government Code Chapter 212, Subchapter A. Regulation of Subdivisions, Section 212.002. Rules grant authority to a governing body of a municipality, after conducting a public hearing on the matter, to adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and

WHEREAS, City Council will annually adopt a Schedule of Uniform Submittal Dates in September in order to comply with Texas Local Government Code Chapter 212 for Neighborhood Regulating Plan applications. The Schedule of Uniform Submittal Dates will include dates when applications will be accepted, when review for completeness checks will occur, and dates when administrative decisions will be made.

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

SECTION 1. FINDINGS OF FACT The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. ENACTMENT The City Council hereby adopts the Neighborhood Regulating Plan Schedule of Uniform Submittal Dates for 2019/2020, as attached in Exhibit A.

SECTION 3. REPEALER In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 4. SEVERABILITY If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 5. ENFORCEMENT The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 6. EFFECTIVE DATE This Ordinance shall be effective immediately upon passage and publication.

READ and APPROVED on First Reading on the 22nd day of October 2019.

READ and ADOPTED on Second Reading on the 12th day of November 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

DRAFT

2019 – 2020 Regulating Plan Schedule of Uniform Submittal Dates

Regulating Plan Submission will only be accepted on these dates between 8:00 a.m. - 3:00 p.m.	All Submissions shall be reviewed for completeness and must be deemed administratively complete to be considered filed.	Responses to Approval with Conditions will only be accepted on these dates between 8:00 a.m. – 3:00 p.m. for Director of Planning & Development Action calendared on same line*	DRC Review Approval with Conditions – Staff Recommendations to Approve /Disapprove	*Director of Planning & Development Action on Regulating Plans
11/11/2019	11/12/2019	11/22/2019	12/5/2019	12/5/2019
12/30/2019	12/31/2019	1/10/2020	1/16/2020	1/23/2020
1/13/2020	1/14/2020	1/24/2020	1/30/2020	2/6/2020
2/10/2020	2/11/2020	2/21/2020	2/27/2020	3/5/2020
3/9/2020	3/10/2020	3/20/2020	3/26/2020	4/2/2020
4/13/2020	4/14/2020	4/24/2020	4/30/2020	5/7/2020
5/11/2020	5/12/2020	5/22/2020	5/28/2020	6/4/2020
6/8/2020	6/9/2020	6/19/2020	6/25/2020	7/2/2020
7/13/2020	7/14/2020	7/24/2020	7/30/2020	8/6/2020
8/10/2020	8/11/2020	8/21/2020	8/27/2020	9/3/2020
9/21/2020	9/22/2020	10/2/2020	10/8/2020	10/15/2020
10/12/2020	10/13/2020	10/23/2020	10/29/2020	11/5/2020
11/9/2020	11/10/2020	11/20/2020	12/3/2020	12/3/2020

*Adopted by City Council on October 22, 2019 – Ordinance 2019-57

BASTROPTX
Heart of the Lost Pines
Est. 1832

Regulating Plan Schedule of Uniform Submittal Dates – 2019/2020

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM:** 9V

TITLE:
Consider action to approve the second reading of Ordinance No. 2019-49 of the City Council of the City of Bastrop, Texas amending Construction Standards Technical Manual dated January 2012, amending Chapter 1 – Section II References, Abbreviations and Definitions and adding Street Typical Street Cross-Sections, as attached in Exhibit A; providing for findings of fact, adoption, enforcement, a repealer and severability; establishing an effective date; proper notice and meeting.

STAFF REPRESENTATIVE:
Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:
House Bill 3167 of the 86th Session of the Texas Legislature requires that a subdivision Construction plan be approved within 30 days. The attached City of Bastrop Construction Standards Manual provides the technical specification referencing the City's updated typical street cross-sections to align with the B³ Codes. The City of Bastrop Construction Standards latest revision from August 27, 2019 reflected changes incorporating the newly adopted Stormwater Drainage Design Manual, and the new street sign specifications.

POLICY EXPLANATION:
It has been the policy of this City Council to ensure that any development that takes place in the City of Bastrop meets the envisioned community purpose to be geographically sensitive, fiscally sustainable and authentic to ensure development complies with the long-term goals of the community. The manual's standards are in compliance with City of Bastrop codes, state law, and engineering best practices, and the right amount of local input and amendments to include items such as:

a) New Typical Street Cross-sections.
b) Chapter 5 - **PAVING STANDARDS FOR STREETS AND SIDEWALKS**, **B**. **Design Requirements**

Current Language	Proposed Language
1. No streets shall be designed having a slope of less than 0.40 feet per 100 feet. 2. Streets shall have standard concrete curb and gutter unless otherwise approved by the City Engineer. 3. Streets shall be constructed per the geotechnical report and pavement recommendations prepared for the Public Improvement Construction Plans.	1. No streets shall be designed having a slope of less than 0.40 feet per 100 feet. 2. Paving surfaces and subgrade shall be constructed in conformance with the Plans shown on the Detail Sheet, unless otherwise approved by the City Engineer per the geotechnical report and pavement recommendations prepared for the Public Improvement Construction Plans.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve the second reading of Ordinance No. 2019-49 of the City Council of the City of Bastrop, Texas amending Construction Standards Technical Manual dated January 2012, amending Chapter 1 – Section II References, Abbreviations and Definitions and adding Street Typical Street Cross-Sections, as attached in Exhibit A; providing for findings of fact, adoption, enforcement, a repealer and severability; establishing an effective date; proper notice and meeting.

ATTACHMENTS:
- Ordinance
- Typical street Cross-section

ORDINANCE 2019-49

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AMENDING CONSTRUCTION STANDARDS TECHNICAL MANUAL DATED JANUARY 2012, AMENDING CHAPTER 1 – SECTION II REFERENCES, ABBREVIATIONS, AND DEFINITIONS AND ADDING STREET TYPICAL STREET CROSS_SECTIONS, AS ATTACHED IN EXHIBIT A; PROVIDING FOR FINDINGS OF FACT, ADOPTION, ENFORCEMENT, A REPEALER AND SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, House Bill 3167 of the 86th Session of the Texas Legislature requires that a subdivision development plan, subdivision construction plan, site plan, land development application, site development plan, preliminary plat, general plan, final plat, and replat be approved, approved with conditions, or disapproved by staff and/or Planning & Zoning Commission within 30 days of submission or it is deemed approved by inaction; and

WHEREAS, Texas Local Government Code Chapter 212, Subchapter A. Regulation of Subdivisions, Section 212.002. Rules grants authority to a governing body of a municipality, after conducting a public hearing on the matter, to adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and

WHEREAS, City Council adopts a Construction Standards Technical Manual dated January 2012, adding typical street cross-sections and amending Chapter 5-Paving Standards for streets and sidewalks (B) Design Requirements, as attached in Exhibit A.

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

SECTION 1. FINDINGS OF FACT The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. ADOPTION The City Council hereby amends the Construction Standards Technical Manual dated January 2012, adding typical street cross-sections and amending Chapter 5-Paving Standards for streets and sidewalks (B) Design Requirements, as attached in Exhibit A.

SECTION 3. REPEALER In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 4. SEVERABILITY If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 5. ENFORCEMENT The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 6. EFFECTIVE DATE This Ordinance shall be effective immediately upon passage and publication.

SECTION 7. OPEN MEETINGS It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ & ACKNOWLEDGED on First Reading on the 22nd day of October 2019.

READ & APPROVED on the Second Reading on the 12th day of November 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

DRAFT

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 9W

TITLE:
Consider action to approve ordinance 2019-62 of the City Council of the City of Bastrop, Texas ("City") amending the Bastrop City Code of Ordinances, Chapter 4, "Business Regulations," adding Article 4.13 "Mobile Food Trucks," providing for findings of fact, purpose, enactment, variance, repealer, severability, effective date, and proper notice and meeting, and place on the November 24, 2019 agenda for a second reading.

STAFF REPRESENTATIVE:
Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:
The ordinance governing "Mobile Food Trucks" was originally located in Chapter 14 of the City of Bastrop Code of Ordinances. They are now being moved to Chapter 4, "Business Regulations" per the City Council's direction at a joint workshop on the Bastrop Building Block (B^3) Codes.

Additional policy direction was given to staff asking that the hours of regulation be market driven. The allowance for the mobile food trucks to operate based on current market conditions is the only revision to the ordinance as requested.

RECOMMENDATION:
Consider action to approve ordinance 2019-62 of the City Council of the City of Bastrop, Texas ("City") amending the Bastrop City Code of Ordinances, Chapter 4, "Business Regulations," adding Article 4.13 "Mobile Food Trucks," providing for findings of fact, purpose, enactment, variance, repealer, severability, effective date, and proper notice and meeting, and place on the November 24, 2019 agenda for a second reading.

ATTACHMENTS:
- Ordinance 2019-62

ORDINANCE NO. 2019-62

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ("CITY") AMENDING THE BASTROP CITY CODE OF ORDINANCES, CHAPTER 4, "BUSINESS REGULATIONS," ADDING ARTICLE 4.13 "MOBILE FOOD TRUCKS," PROVIDING FOR FINDINGS OF FACT, PURPOSE, ENACTMENT, VARIANCE, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Bastrop, Texas, is a Home Rule city incorporated in and operating under the laws of the State of Texas; and

WHEREAS, the City Council seeks to protect the public health, safety, and welfare through a comprehensive regulatory program that includes food safety standards; and

WHEREAS, with these regulations, the City Council addresses potential health risks posed by Mobile Food Trucks and the applicability of certain state and local health codes; and

WHEREAS, the City Council has assessed potential traffic safety threats, the utility needs of Mobile Food Trucks in terms of water, wastewater, electricity, gas, and telecommunications, and how those demands correspond to the community's utility plans and infrastructure; and

WHEREAS, the City Council is authorized to regulate Mobile Food Trucks by virtue of the Texas Constitution, the Texas Health and Safety Code, the Texas Administrative Code, the City's police powers and by Chapters 51, 54, 211, 212, 214, 216, and 217 of the Texas Local Government Code; and

WHEREAS, the City Council adopted a temporary pilot Mobile Food Truck program on April 23, 2019 and wishes to make this program a permanent business regulation, with program regulations to be located in Chapter 4 – Business Regulations of the City of Bastrop Code of Ordinances rather than Chapter 14 – Zoning; and

WHEREAS, the City Council now adopts the appropriate administrative and regulatory amendments, rules and procedures.

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

SECTION 1: FINDINGS OF FACT: The foregoing recitals are incorporated into this ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2: PURPOSE: This ordinance establishes a permit process for Mobile Food Trucks. The purpose of the program is to ensure for the public safety, convenience, and protection of the City and the citizens of the City while allowing City Council, city staff, mobile food trucks, and citizens the opportunity to experience the Mobile Food Truck program.

SECTION 3: ENACTMENT: The City of Bastrop hereby enacts this ordinance implementing this program to authorize the sale of food from mobile food trucks within the city limits and to establish a mobile food truck permit process.

SECTION 4: EFFECTIVE DATE: This ordinance shall be effective immediately.

SECTION 5: PROPER NOTICE & MEETING: It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ and APPROVED on First Reading on the 12th day of November 2019.

READ and ADOPTED on Second Reading on the 24th day of November 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

EXHIBIT A

ARTICLE 4.13 – MOBILE FOOD TRUCK VENDOR

DIVISION 1 – Generally.

Sec. 4.13.001 – Short Title.
This ordinance shall be known and cited as the Mobile Food Truck Ordinance.

Sec. 4.13.002 - Intent.
This article is intended to protect the public health, safety, and welfare through a comprehensive regulatory program that includes food safety standards.

Sec. 4.13.003 - Authority.
The city is authorized to enact this article by virtue of the Texas Constitution, the Texas Health and Safety Code, the Texas Administrative Code, the city's police power and by Chapters 51, 54, 211, 212, 214, 216, and 217 of the Texas Local Government Code

Sec. 4.13.004 - Definitions.

As applied in this article, the following words and terms shall be used

*Concept Plan***:** means a diagramed plan that includes property lines, adjacent rights-of-way, location of all Mobile Food Truck/Vendor Units, parking areas and surface material, maneuvering areas and surface material, seating areas, and any other information reasonably required by the Director of Planning and Development. Concept plans will be approved by the Director of Planning and Development.

Commissary: means a central preparation facility or other fixed food establishment that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption to mobile, temporary and portable food trucks/vendors.

*Health Authority***:** means the Bastrop County Environmental and Sanitation Services, or its designee, or any other agency charged with enforcement of regulations applicable to establishments regulated under this ordinance.

*Mobile Concession Trailer***:** means a vending unit selling items defined as edible goods, which is pulled by a motorized unit and has no power to move on its own.

*Mobile Food Cart or Concession Cart***:** means a mobile vending unit, selling items defined as edible goods, that must be moved by non-motorized means.

*Mobile Food Truck***:** means a self-contained motorized unit selling items defined as edible goods.

Mobile Food Vending Unit: means a Mobile Food Truck, Mobile Food Cart, Concession Cart, or Mobile Concession Trailer.

*Mobile Food Vendors***:** shall mean any business that operates or sells food for human consumption, hot or cold, from a Mobile Food Vending Unit.

Mobile Food Vendor Food Court: means a site designed for the operation of one or more Mobile Food Vendors as the primary use.

*Texas Food Establishment Rules or the Rules***:** means 25 Texas Administrative Code chapter 228, as amended.

4.13.005 – Application.

This article establishes a permit process to authorize the sale of food from mobile food vendors within the city limits and to ensure for the public safety, convenience, and protection of the City and the citizens of the City.

a) No person shall act as a Mobile Food Vendor in the City without a permit issued by the City.
b) Each Mobile Food Vendor shall display at all times in a conspicuous place where it can be read by the general public the City of Bastrop permit under this article and permit number.
c) Mobile Food Vendors shall not operate within a public park, public right-of-way, publicly owned property or site without written permission from the City Manager or the City Manager's designee.
d) Mobile Food Vendors must meet all applicable state and local laws and regulations, including but not limited to the Rules.
e) Mobile Food Vendors must meet all applicable laws regarding Mobile Food Vendors as described in the International Fire Code (IFC), 2018 edition.
f) Mobile Food Vendors must operate from an approved commissary in good standing as defined in and required by the Texas Food Establishment Rules. An existing food establishment may serve as a commissary if approved by the City. The commissary shall have an approved vehicle storage facility, approved potable water hookups, approved wastewater drainage facilities, approved grease interceptor hookup(s) and size, and any other accommodations as determined necessary by the City to ensure compliance with all regulatory codes, including but not limited to the local health authority. The commissary shall comply with all Food Establishment Rules and hold all current licenses and permits as required by the Rules. Valid copies of the commissary's current licenses and permits used under the Food Establishment Rules and most recent health inspection report must be kept on file with the City. Mobile Food Vendors shall provide documentation of each visit to or service by the commissary and shall have that documentation immediately available for inspection by the City.

    (1) The Mobile Food Vendor shall secure and display at all times in a conspicuous place where it can be read by the general public a health permit from Bastrop County.

    (2) All employees of the permit holder must have a valid food handler's training certificate.

    (3) When required, Mobile Food Vending Units must be equipped with commercial mechanical facilities sufficient to provide proper cooking ventilation and fire suppression for eating establishments, as established under the City's adopted building codes. All equipment on the vehicle is to be NSF International (formerly National Sanitation Foundation) approved, American National Standards Institute (ANSI) approved, or of commercial grade.

(4) Any Mobile Food Vendor that will be in one location for more than four (4) hours shall provide covered garbage and storage facilities for employee and customer use of sufficient size that refuse is fully contained in a manner that prevents litter and remains insect- and rodent-proof.

4.13.005 – Mobile Food Vending Unit.

a) The Mobile Food Vending Unit must meet the following plumbing standards:

(1) All liquid waste shall be discharged to an approved sanitary sewage disposal system at the commissary or through an authorized service provider. All used fats, oil, or grease shall be discharged to an approved grease interceptor at the commissary or through an authorized service provider. Used fats, oils or grease shall not be discharged to any unauthorized food establishment grease interceptor.

(2) Liquid waste shall not be discharged from the retention tank when the Mobile Food Vending Unit is open to the public or in the process of preparing food.

(3) The waste connection shall be located below the water connection to preclude contamination of the potable water system.

(4) Connections to a water or sewage system on site is prohibited.

b) The Mobile Food Vendor shall display at all times in a conspicuous place where it can be read by the general public a copy of a Texas Sales Tax and Use Certificate.

c) Mobile Food Vending Units shall be separated from existing buildings and other mobile food vehicles by a minimum of ten (10) feet. Food Vendors shall not set up in fire lanes or parking spaces that are required for the use of an existing business.

d) The Mobile Food Vending Unit and any parking areas used by the Mobile Food Vendor or its customers, should be located on a paved surface, or an alternative all-weather surface as approved by the City Engineer or their designee. Where providing paved or all-weather surface would be impractical or not provide a public benefit, alternative methods may be approved with a concept plan. Alternative methods may include but are not limited to portable spill berms, environmentally sensitive materials, and other methods to mitigate property damage and environmental hazards.

e) Each Mobile Food Vending Unit shall be clearly marked with the food establishment's name or a distinctive identifying symbol and shall display the name while in service within the City.

f) Except as shown on an approved concept plan, the Mobile Food Vendor shall prepare, serve, store, and display food and beverages on or in the Mobile Food Vending Unit itself; and shall not attach, set up, or use any other device or equipment intended to increase the selling, serving, storing or displaying capacity of the Mobile Food Vendor.

g) Mobile Food Vendors must comply with City of Bastrop “Noise Standards.”

h) Mobile Food Vendors must comply with City of Bastrop “Outdoor Lighting Standards.”

i) Drive-through service from Mobile Food Vendors is prohibited.

j) Alcohol sales from Mobile Food Vendors is prohibited.

k) Access to Restroom Facilities.

(1) Any Mobile Food Vendor that will be in one location for more than four (4) hours must submit to the City written proof of a restroom facility agreement that provides the availability of a fixed establishment restroom or a portable restroom facility for the use of the Mobile Food Vendor employees and customers located in a business establishment within one hundred fifty (150) feet of each location where the Mobile Food Vending Unit will be in operation.

(2) Proof of availability of a fixed establishment restroom shall be in the form of a written and notarized statement from the property owner, or owner's authorized agent, including the name, address, and telephone number of the property owner or authorized agent, and the type of business and hours of operation of the business, granting permission for the use of the facilities. If the business owner is a partnership or corporation, the statement shall include the name, address and telephone number of one (1) of the partners or officers.

(3) Proof of availability of a portable restroom facility shall be in the form of a service contract, which includes a maintenance schedule, and a receipt showing the last maintenance performed.

(4) A copy of the records shall be immediately available for inspection by the City on the Mobile Food Vending Unit.

l). Mobile Food Vehicles must be movable by motorized or non-motorized means.

4.13.006 Mobile Food Vendors on Private Property.

Mobile Food Vending Units located on private property must comply with the following:

a) The private property must be located in a zoning district that allows commercial uses as defined in the Bastrop Building Block (B3) Codes.

b) The private property must be developed and improved, and contain an existing permanent business operating in a building with a certificate of occupancy at all times while the Mobile Food Vending Unit occupies the property. Alternatively, a Mobile Food Vendor may operate from a Mobile Food Vendor Food Court site that is designed and intended for mobile food use as the primary use of the property. A concept plan will be required for a Mobile Food Vendor Court that is the primary use on a property.

c) Electricity shall be from a generator and the Mobile Food Vendor shall utilize electrical cords in conformance with the National Electrical Code as adopted and amended by the City.

d) The Mobile Food Vendor must submit with the permit application written authorization or other suitable documentation showing that the owner of the property, or the owner’s authorized agent, consents to the Mobile Food Vendor operating on said property.

e) Any permanent structure will require a building permit and be subject to any applicable regulations.

f) Two sandwich board signs may be used on-site during business hours. All other signage must be on the truck or trailer and mounted flush to the surface of the unit.

4.13.007 Mobile Food Vendors on Construction Sites.

For subdivisions or sites in any zoning districts that are actively under construction and have not yet been issued a Certificate of Occupancy, a Mobile Food Vendor may operate for less than one (1) hour.

4.13.008 Mobile Food Vendor Permit Application.

The application for a Mobile Food Vendor permit shall include the following information:

a) an application fee, as required in Appendix A – Master Fee Schedule;
b) name, legal name of business or entity, business address, telephone number, and email address of the applicant;
c) the applicant's identification number as shown on a current and valid government-issued identification document that includes a photograph of the applicant;
d) if the applicant represents a corporation, association or partnership, the names and addresses of the officers or partners;
e) name, legal name of business or entity, business address, telephone number, and email address of the owner if the owner is not the applicant;
f) signed and notarized permission from all private property owners where the Mobile Food Vending Unit will be stationed;
g) the manner of mobile food vending operation to be conducted (for example, foot vending, truck, trailer, pushcart, etc.); the make, model, year, license or registration, and vehicle identification number of each vehicle to be used in the mobile food vending operation;
h) proof of motor vehicle insurance for each vehicle to be used in the mobile food vending operation;
i) an itinerary of locations where sales will occur; and a location map and sketch of site location for each location to be used by the Mobile Food Vendor;
j) a concept plan, if applicable;
k) a copy of the vendor's current health permit from Bastrop County;
l) if the mobile vending unit will be placed in one (1) location for more than four (4) hours, a written agreement from a business within one hundred fifty (150) feet for employees of the mobile food establishment to have use of flushable restrooms (or other facilities as approved by the health authority) during hours of operation;
m) proof of water/wastewater service;
n) documentation indicating the volume capacity of any required water and wastewater storage tanks either on the tank itself or in writing;
o) a description of the type of food or the specific foods to be vended;
p) a notarized statement from the owner of the commissary stating that the mobile food establishment will use the facility as its base of operation and providing the address and food establishment permit number of the facility;
q) a valid copy of the applicant's sales tax and use tax permit; and
r) any other information reasonably required by the Director of Planning and Development.

4.13.009 Mobile Food Vendor Permits.

(a) Permit Determinations. The City will evaluate the data furnished by the applicant and may require additional information. Within fourteen (14) days of receipt of a completed permit application, the City will determine whether or not to issue a Mobile Food Vendor permit. The City may deny an application for a permit on any of the following grounds:

1. failing to provide all of the information required by the City;

2. the applicant's past record of ordinance violations;

3. safety record of the applicant or any driver, based on such things as civil and criminal lawsuits and violations of environmental laws and ordinances; and

4. providing false, misleading or inaccurate information to the City.

(b) Permits are not transferable.

(c) Permit fees will not be prorated. Other fees related to the construction of a Mobile Food Vendor Food Court will be required during the review and construction of the Mobile Food Vendor Food Court.

(d) The Planning Department will issue all Mobile Food Vendor Permits.

4.13.010 Permit Revocation and Appeal.

a) The City Manager or City Manager's designee may revoke a permit issued under this ordinance by a Mobile Food Vendor if the permit holder or the permit holder's employee:

1. commits critical or repeated violations of applicable law; or

2. knowingly provides false information on an application; or

3. interferes with the Health Authority in the performance of the Health Authority's duties; or

4. if a permitted establishment under this Article changes ownership and there are violations that must be corrected to meet applicable standards.

b) Before revoking a permit, the City shall provide the permit holder or person in charge with written notice of the pending permit revocation.

The written notice shall include:

1. the reason(s) the permit is subject to revocation; and

2. if applicable:

   (a) the date on which the permit is scheduled to be revoked; and

(b) a statement that the permit will be revoked on the scheduled date unless the permit holder files a written request for a meeting with the City no later than the tenth (10th) day after the date the notice is served.

c) The applicant may appeal the revocation of a permit by submitting a written request for appeal along with any evidence supporting the appeal to the City Manager within ten (10) days of receiving the notice of revocation. The City Manager will make a decision within a reasonable time of receipt of the appeal, but no later than thirty (30) days after receipt. The City Manager's decision may be appealed to the City Council.

4.13.011 Inspections.

a) The City may inspect a Mobile Food Vendor during regular business hours and at other reasonable times to determine compliance with this ordinance.

b) After conducting an inspection, the City shall inform the Mobile Food Vendor of findings.

c) If a violation is found, the City shall:

1) close the unit; or

2) prescribe a reasonable time period for correction of violations. Re-inspections at prescribed time intervals will be conducted to determine whether required corrections have been made.

4.13.012 Penalty.

A violation of this ordinance is considered a violation pertaining to fire safety, zoning, public health and/or sanitation and is punishable by a fine not to exceed two thousand dollars ($2,000.00) in accordance with City Code Section 1.01.009.

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM:** 9X

TITLE:
Consider action to approve the first reading of Ordinance No. 2019-60 of the City Council of the City of Bastrop, Texas amending the Bastrop City Code of Ordinances, Chapter 13, "Utilities," adding Article 13.12 "Impact Fees," and providing for findings of fact, enactment, enforcement, a repealer, and severability; establishing an effective date; and proper notice and meeting.

STAFF REPRESENTATIVE:
Lynda K. Humble, City Manager/Interim Planning & Development Director

BACKGROUND/HISTORY:
City Council is adopting the Bastrop Building Block Codes, which will repeal Chapter 10, Subdivision Ordinance, and Chapter 14, Zoning Ordinance, in the City of Bastrop Codes of Ordinances. Staff has audited both chapters and determined that Impact Fees, currently located in Chapter 10, will need to be relocated to Chapter 13, Utilities, since these fees address water and wastewater services and is not listed in the Bastrop Building Block Codes.

POLICY EXPLANATION:
There are NO CHANGES to the existing ordinance language. The adoption of this ordinance simply relocates the Ordinance from Chapter 10, Subdivision, to Chapter 13, Utilities.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve the first reading of Ordinance No. 2019-60 of the City Council of the City of Bastrop, Texas amending the Bastrop City Code of Ordinances, Chapter 13, "Utilities," adding Article 13.12 "Impact Fees," and providing for findings of fact, enactment, enforcement, a repealer, and severability; establishing an effective date; and proper notice and meeting.

ATTACHMENTS:
- Ordinance

ORDINANCE 2019-60

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AMENDING THE BASTROP CITY CODE OF ORDINANCES, CHAPTER 13, "UTILITIES," ADDING ARTICLE 13.12 "IMPACT FEES," AND PROVIDING FOR FINDINGS OF FACT, ENACTMENT, ENFORCEMENT, A REPEALER, AND SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING

WHEREAS, the City of Bastrop is updating all development related codes and repealing Chapter 14 and Chapter 10 of the current Bastrop City Codes of Ordinances; and

WHEREAS, Impact Fees have been located in Chapter 10 of the Bastrop City Codes of Ordinance; and

WHEREAS, Impact Fees are being added to the Utilities section of the Code of Ordinance, known as Chapter 13, since these fees are related to water and wastewater services; and

WHEREAS, there are no changes being made to the existing ordinance other than to include these fees in Chapter 13 rather than Chapter 10 of the Bastrop Code of Ordinances.

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

SECTION 1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. ADOPTION

The City Council hereby adopts the relocation of Impact Fees in the Bastrop Code of Ordinances from Chapter 10 to Chapter 13 on November 26, 2019, as attached in Exhibit A.

SECTION 3. REPEALER

In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 4. SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 5. ENFORCEMENT

The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to

suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

SECTION 7. OPEN MEETINGS

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ & ACKNOWLEDGED on First Reading on the 12th day of November 2019.

READ & APPROVED on the Second Reading on the 26th day of November 2019.

APPROVED:

by _____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

EXHIBIT A

ARTICLE 13.12 - IMPACT FEES

DIVISION 1. - GENERALLY

Sec. 13.12.001 - Short title.

This ordinance shall be known and cited as the water and wastewater impact fees ordinance.

Sec. 13.12.002 - Intent.

This article is intended to impose water and wastewater impact fees, as established in this article, in order to finance public facilities, the demand for which is generated by new development in the designated service area.

Sec. 13.12.003 - Authority.

The city is authorized to enact this article by V.T.C.A. Local Government Code, chapter 395, which authorizes home-rule cities, among others, to enact or impose impact fees on land with in their corporate boundaries and in their extraterritorial jurisdictions, and on persons with whom they have a water or sewer service contract, as charges or assessments imposed against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development; and by the city charter, The provisions of this article shall not be construed to limit the power of the city to adopt such ordinance pursuant to any other source of local authority, nor to utilize any other methods or powers otherwise available for accomplishing the purposes set forth herein, either in substitution of or in conjunction with this article. Guidelines may be developed by resolution or otherwise to implement and administer this article.

(Ord. No. 2011-21, § 1, 8-9-11)

Sec. 13.12.004 - Definitions.

As applied in this article, the following words and terms shall be used:

Advisory committee.

(1) The advisory committee shall consist of at least five (5) members, appointed by the mayor and confirmed by the Council, to serve terms of three (3) years. None of the committee members may be employees of the city, and at least 40% of the members shall be representatives of the real estate, development, or building industries, and, if impact fees are to be applied within the extraterritorial jurisdiction of the city, the membership shall include one member who resides within and represents the interests of those living within the city's extraterritorial jurisdiction. Alternatively, the committee may consist of the members of the city's planning and zoning commission, but in this case, the membership shall also include one regular or ad hoc member who is not an employee of the city and who is representative of the real estate, development, or building industry, and, if impact fees are to be applied within the extraterritorial

jurisdiction of the city, the membership shall include one member who resides within and represents the interests of those living within the extraterritorial jurisdiction area. The committee is appointed to regularly review and update the capital improvements program in accordance with the requirements of V.T.C.A. Local Government Code, chapter 395, and its successors.

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

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

(4) Attendance requirements for the commission are set forth in this code, section 1.02.002(b), et seq.

Assessment. The determination of the amount of the maximum impact fee per service unit which can be imposed on new development pursuant to this article.

Building permit. Written permission issued by the city for the construction, repair, alteration or addition to a structure.

Capital construction cost of service. Costs of constructing capital improvements or facility expansions, including and limited to the construction contract price, surveying and engineering fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert witness fees), and the fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the city.

Capital improvements program (CIP). Plan which identifies water and wastewater capital improvements or facility expansions pursuant to which impact fees may be assessed.

City. The city of Bastrop, Texas.

City Council (Council). Governing body of the city.

City manager (manager). Chief executive officer of the city, appointed by the Council. City manager includes any city employee designated to act in the City Manager's behalf.

Comprehensive plan. The comprehensive long-range plan, adopted by the City Council, which is intended to guide the growth and development of the city which includes analysis, recommendations and proposals for the city regarding such topics as population, economy, housing, transportation, community facilities and land use.

Effective impact fee. Amount of impact fee collected per service unit, which may be equal to or less than the maximum impact fees as set forth in exhibit C to Ordinance 2011-21.

Existing development. All development within the service area which has a water or wastewater tap on the city's water or sewer system, as of the date of the adoption of this article.

Facility expansion. The expansion of the capacity of an existing facility which serves the same function as an otherwise necessary new capital improvement in order that the existing facility may serve new development. Facility expansion does not include the repair, maintenance, modernization, or expansion of an existing facility to better serve existing development.

Final subdivision plat (final plat). The map, drawing or chart on which is provided a subdivider's plan of a subdivision, and which has received final approval by the planning and zoning commission or City Council and which is recorded with the office of the county clerk.

Growth-related costs. Capital construction costs of service related to providing additional service units to new development, either from excess capacity in existing facilities, from facility expansions or from new capital facilities. Growth-related costs do not include:

(1) Construction, acquisition, or expansion of public facilities or assets other than capital improvements or facility expansions identified in the capital improvements plan;

(2) Repair, operation, or maintenance of existing or new capital improvements or facility expansions;

(3) Upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards;

(4) Upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development;

(5) Administrative and operating costs of the city; or

(6) Principal payments and interest or other finance charges on bonds or other indebtedness, except for such payments for growth-related facilities contained in the capital improvements program.

Impact fee. Charge or assessment to be imposed by the city upon new development to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to new development. The term includes amortized charges, lump-sum charges, impact fees, contributions in aid of construction, and any other fee that functions as described by this definition. Impact fees do not include dedication of rights-of-way or easements, or construction or dedication of site-related water distribution or wastewater collection facilities, or streets, sidewalks, or curbs if the dedication or construction is required by other valid ordinances of the city code and is necessitated by and attributable to the new development; lot or acreage fees placed in trust funds for the purpose of reimbursing developers for oversizing or constructing water or sewer mains or lines; or other pro rata fees for reimbursement of water or sewer mains or lines extended by the city.

Inflation escalator. An inflation escalator is applied to the maximum allowable impact fee each fiscal year for October. That escalator is calculated by dividing the National Engineering News-Record Index Value for October by the National Engineering News-Record Index Value during the month of the adoption of this article.

Land use assumptions. Description of the service area and projections of changes in land uses, densities, intensities, and population therein over at least a ten-year period, adopted by the city, as may be amended from time to time, upon which the capital improvement plan is based.

Multifamily development. A single structure containing three (3) or more dwelling units.

New development. Subdivision of land; or the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units. New development includes the sale of water taps resulting from the conversion of an individual well to the city's water utility and the sale of wastewater taps resulting from the conversion of an individual septic or other individual waste disposal system to the city's wastewater utility.

Offset. The amount of the reduction of an impact fee designed to fairly reflect the value of system-related facilities, pursuant to rules herein established or administrative guidelines, provided and funded by a developer pursuant to the city's subdivision regulations or requirements.

Service area. Area within the corporate boundaries and within the extraterritorial jurisdiction as defined by the Municipal Annexation Act (V.T.C.A. Local Government Code, ch. 41, § 4202), to be served by the water or wastewater capital improvements or facilities expansions specified in the capital improvements program applicable to the service area. The service area represents the general geographic basis for planning the utility capital improvement programs, used to formulate the fees. The service area is conceptual in nature and does not necessarily represent a definitive commitment for service by the city; the service area boundary also does not necessarily represent limits to service potential or fee assessment.

Service unit. Standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvements or facility expansions expressed in service units equivalent.

Service unit equivalent (SUE). Basis for establishing equivalency among and within various customer classes, based upon the relationship of the continuous duty flow rate in gallons per minute for a water meter of a given size and type compared to the continuous duty maximum flow rate in gallons per minute for a 5/8 " diameter simple water meter, using American Water Works Association C700-C703 standards. For purposes of this article, 5/8 " water meters are considered to equal one SUE; except that for multifamily development, each living unit is equivalent to 0.5 SUE.

SUE Equivalencies for Various Types and Sizes of Water Meters

Meter Type	Meter Size	Duty Maximum Continuous Rate (GPM)	Ratio To 5/8 " Meter
Simple	5/8 " × ¾"	10	1.000
Simple	¾"	15	1.500
Simple	1"	25	2.500
Simple	1½"	50	5.000
Simple	2"	80	8.000
Compound	2"	80	8.000

Turbine	2"	100	10.000
Compound	3"	160	16.000
Turbine	3"	240	24.000
Compound	4"	250	25.000
Turbine	4"	420	42.000
Compound	6"	500	50.000
Turbine	6"	920	92.000
Compound	8"	800	80.000
Turbine	8"	1600	160.000
Compound	10"	1150	115.000
Turbine	10"	2500	250.000
Turbine	12"	3300	330.000

Source: AWWA Standards C700, C701, C702, C703.

Site-related facility. Improvement or facility which is for the primary use or benefit of a new development and/or which is for the primary purpose of safe and adequate provision of water or wastewater facilities to serve the new development, and which is not included in the capital improvements plan, and for which the developer or property owner is solely responsible under subdivision and other applicable regulations.

System-related facility. A capital improvement or facility expansion which is designated in the capital improvements plan and which is not a site-related facility. A system-related facility may include a capital improvement which is located offsite, within, or on the perimeter of the development site.

Tap purchase. The filing with the city of a written application for a water or wastewater tap and the acceptance of applicable fees by the city. The term "tap purchase" shall not be applicable to a master water meter or master wastewater connection purchased from the city by a wholesale customer such as a water district, political subdivision of the state, or other wholesale utility customer; nor shall it be applicable to a meter purchased for and exclusively dedicated to fire protection.

Wastewater facility. Improvement for providing wastewater service, including, but not limited to, land or easements, treatment facilities, lift stations, or interceptor mains. Wastewater facility excludes wastewater lines or mains which are constructed by developers, the costs of which are reimbursed from charges paid by subsequent users of the facilities and which are maintained in dedicated trusts. Wastewater facilities also exclude dedication of rights-of-way or easements or construction or dedication of on-site or off-site wastewater collection facilities required by valid ordinances of the city and necessitated by and attributable to the new development.

Wastewater facility expansion. Expansion of the capacity of any existing wastewater improvement for the purpose of serving new development, not including the repair, maintenance, modernization or expansion of an existing wastewater facility to serve existing development.

Wastewater improvements plan (wastewater CIP). Portion of the CIP, as may be amended from time to time, which identifies the wastewater facilities or wastewater facility expansions and their associated growth-related costs which are necessitated by and which are attributable to new development, for a period not to exceed ten (10) years, which are to be financed in whole or in part through the imposition of wastewater impact fees pursuant to this article.

Water facility. Improvement for providing water service, including, but not limited to, land or easements, water supply facilities, treatment facilities, pumping facilities, storage facilities, or transmission mains. Water facility excludes water lines or mains which are constructed by developers, the costs of which are reimbursed from charges paid by subsequent users of the facilities and which are maintained in dedicated trusts. Water facilities also exclude dedication of rights-of-way or easements or construction or dedication of on-site or off-site water distribution facilities required by valid ordinances of the city and necessitated by and attributable to the new development.

Water facility expansion. Expansion of the capacity of any existing water improvement for the purpose of serving new development, not including the repair, maintenance, modernization or expansion of an existing water facility to serve existing development.

Water improvements plan (water CIP). Portion of the CIP, as may be amended from time to time, which identifies the water facilities or water facility expansions and their associated growth-related costs which are necessitated by and which are attributable to new development, for a period not to exceed ten (10) years, which are to be financed in whole or in part through the imposition of water impact fees pursuant to this article.

Wholesale customer. Water or wastewater customer of the city's utilities which purchases utility service at wholesale rates for resale to their retail customers.

Sec. 13.12.005 - Applicability.

(a) This article shall be uniformly applicable to new development which occurs within the water and wastewater service areas.

(b) No new development shall be exempt from the assessment of impact fees as defined in this article.

Sec. 13.12.006 - Impact fees as conditions of development approval.

No application for new development shall be approved within the city without assessment of impact fees pursuant to this article, and no water and wastewater tap shall be issued and no

building permit shall be issued unless the applicant has paid the impact fees imposed by and calculated hereunder.

Sec. 13.12.007 - Establishment of water and wastewater service areas.

(a) The water and wastewater service areas are established as shown on the service area map which is exhibit A to Ordinance 2017-13 .

(b) The service areas shall be established consistent with any facility service area established in the CIP for each utility. Additions to the service area may be designated by the City Council consistent with the procedure set forth in V.T.C.A. Local Government Code, ch. 395.

(Ord. No. 2017-13 , pt. 1, 5-9-17)

Sec. 13.12.008 - Land use assumptions.

Land use assumptions used in the development of the impact fees are contained in exhibit B to Ordinance 2017-13 . These assumptions may be revised by the City Council according to the procedure set forth in V.T.C.A. Local Government Code, chapter 395 and its successors.

(Ord. No. 2017-13 , pt. 1, 5-9-17)

Sec. 13.12.009 - Service units.

(a) Service units are established in accordance with generally accepted engineering and planning standards.

(b) Service units shall be calculated based on service units equivalent as determined by the size of the water meter(s) for the development; or alternatively, as approved the city as a result of an engineering report prepared by a qualified professional engineer licensed to perform such professional engineering services in the state, which demonstrates that the number of SUE's of service for the new development will be different than those indicated by the size of the water meter.

(c) If the city determines that the water pressure in the city's transmission main is significantly higher or lower than standard pressure such that the size of the water meter is not indicative of actual service demand, the city may adjust the number of SUE's based on a smaller or larger sized meter which more accurately reflects the flow rate and the system pressure conditions.

(d) If a fire demand meter (tap) is purchased for a property, the meter size utilized to calculate the number of SUE's shall be the dimension of the portion of the fire demand meter which reflects the meter size which would provide only domestic service to the property. Said reduced meter size shall then be utilized to calculate the number of SUE's.

(1) The meter types used to calculate the number of SUE's shall be either simple or compound meters.

(2) If the fire protection capacity of the fire demand meter is routinely utilized for domestic purposes as evidenced by the registration of consumption recorded on the city's meter-reading and billing systems, the then-owner of the property shall be assessed the then-

current fee for the fire protection capacity which has been converted to domestic capacity by its routine usage as domestic capacity.

(3) To avoid the use of fire flow volumes for domestic usage, the owner of any property for which a fire demand meter is purchased shall be required to execute a restrictive covenant on a form approved by the city, which covenant shall acknowledge the right of the city to assess such fees to subsequent owners of the property. Said covenant shall be executed prior to the purchase of the fire demand meter and shall be filed in the deed records of the county.

(4) No fees shall be collected for the purchase of taps which shall be utilized to provide only fire protection capacity.

(e) Upon wastewater tap purchase for lots for which no water meter has been purchased, service units shall be established by a professional engineer licensed in the state, shall be reviewed by the city and shall be presented to the City Council, which shall designate the appropriate number of service units.

(f) The City Council may revise the service unit designation according to the procedure set forth in V.T.C.A. Local Government Code, ch. 395 and its successors.

Sec. 13.12.010 - Impact fees per service unit.

(a) The maximum impact fee per service unit for each service area shall be computed by dividing the growth-related capital construction cost of service in the service area identified in the capital improvements plan for that category of capital improvements, by the total number of projected service units anticipated within the service area which are necessitated by and attributable to new development, based on the land use assumptions for that service area, and adjusted by subtracting credits in the form of future rate or tax contributions to water and/or wastewater CIP funding and adding any additional amount as may be yielded in the inflation-escalator portion of the fee assessment formula set forth in section 13.12011. Maximum impact fees per service unit for each service area shall be established by category of capital improvements and shall be set forth in exhibit C to Ordinance 2017-13 .

(b) Exhibit C to Ordinance 2017-13 may be amended by the City Council according to the procedure set forth in chapter 395 of the Texas Local Government Code and its successors.

(c) The effective impact fees per service unit may be amended from time to time by the City Council through ordinance amendment to any amount less than that set forth in exhibit C to Ordinance 2017-13 .

(Ord. No. 2017-13 , pt. 1, 5-9-17)

Sec. 13.12.011 - Assessment.

(a) The approval of any subdivision of land or of any new development shall include as a condition the assessment of the impact fee applicable to such development.

(b) Assessment of the impact fee for any new development shall be made as follows:

(1) For new development which is submitted for approval pursuant to the city's subdivision regulations following the effective date of this article, assessment shall be at the time of final subdivision plat approval, and shall be the value of the effective

impact fee per service unit then in effect, as provided in exhibit C as set forth in section 13.12.010(c), multiplied times the inflation escalator then in effect. The city may provide the subdivider with a copy of exhibit C prior to final subdivision plat approval, but such shall not constitute assessment within the meaning of this article.

(2) For new development which has received final plat approval prior to the effective date of this article and for which no replatting is necessary prior to the issuance of a building permit, assessment shall be upon the issuance of a building permit, and shall be the value of the effective impact fee per service unit set forth in exhibit C to Ordinance 2017-13 .

(3) For new development which occurs or is proposed to occur without platting, assessment shall be upon the issuance of a building permit, and shall be the value of the effective impact fee per service unit set forth in exhibit C to Ordinance 2017-13 .

(4) Fees shall not be assessed to property which has previously purchased taps for the property and which desires to exchange those purchased taps for taps which will reflect an equivalent number of SUE's, as determined under section 13.12.009. If the exchange of said taps will result in an increase in the number of SUE's, the purchaser shall be assessed the effective impact fee in effect at the time of tap exchange, based on the additional SUE's required.

(5) Because fire protection is of critical concern to the community as a whole, water demand related solely to fire protection is not subject to collection of an impact fee. However, if the fire protection capacity of the fire demand meter is routinely utilized for domestic purposes as evidenced by the registration of consumption recorded on the city's meter-reading and billing systems, the current owner of the property shall be assessed the impact fees currently in effect at the time such conversion is established by the city for the fire protection capacity which has been converted to domestic capacity by its routine usage as domestic capacity.

(c) Following assessment of the impact fee pursuant to subsection (b), no additional impact fees or increases thereof shall be assessed against that development unless the number of service units increases, as set forth under section 13.12.009.

(d) Following the lapse or expiration of approval for a plat, a new assessment must be performed at the time a new application for such development is filed.

(Ord. No. 2017-13 , pt. 1, 5-9-17)

Sec. 13.12.012 - Calculation of impact fees.

(a) Following the request for new development as provided in section 13.12.011 of this article, the city shall compute impact fees due for the new development in the following manner:

(1) The total service units for the new development shall be multiplied by the appropriate per-unit effective fee value determined as set forth in section 13.12.010; and

(2) Fee offsets shall be subtracted as determined by the process proscribed in section 13.12.014 of this article.

(b) The value of each impact fee due for a new development shall not exceed a value computed by multiplying the effective fee assessed per service unit pursuant to section 13.12.010 by the number of service units generated by the development.

Sec. 13.12.013 - Collection of impact fees.

(a) No water or wastewater tap or building permit shall be issued until all impact fees have been paid to the city, or until a "notice of impact fee due" is recorded as provided in this section, except as provided otherwise by contract.

(b) Impact fees shall be paid at the time of the issuance of a building permit, except as provided in subsections (c) through (f).

(c) For land platted outside the corporate boundaries of the city, fees shall be collected at the time an application for connection to the city's water or wastewater system is filed.

(d) If the city lacks authority to issue building permits in the area where the impact fee applies, impact fees shall be collected at the time an application is filed for connection to the city's water or wastewater system.

(e) For new development converting to the city water utility from an individual water well, or to the city wastewater utility from a septic tank or individual waste disposal system, the city may allow the fee payer to pay impact fees in the form of a monthly assessment, as provided below:

(1) At the request of the applicant, and with the approval of the City Manager, the impact fees for such customers may be paid in increments over a period of not more than two (2) years, with interest computed on the unpaid balance at the statutory rate as set forth in article 1.03, title 79, Revised Statutes (article 5069-1.03, Vernon's Texas Civil Statutes), or any successor statute.

(2) If the applicant chooses this extended payment option, the applicant shall, as a condition of tap sale and/or building permit issuance, sign and file with the city clerk, and consent to the recordation of, a "notice of impact fee due," which shall be recorded as a lien against the subject property. The city shall release the lien held only upon payment in full of the impact fees and any late penalties and applicable interest.

(3) Late payments shall subject the applicant to a penalty of 10% of the amount due and additional interest in addition to all other remedies available to the city as lien holder.

(f) The city may, at its sole discretion, enter into contracts to establish a different date of fee collection than those provided in this section.

(g) It shall be the policy of the city to attempt to revise any contracts which might exist with wholesale customers, or which in the future may be entered into for wholesale service, in such a manner that impact fees are collected from the wholesale customer according to the number of SUE's attributable to each retail meter for new development within the wholesale customer's service area

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Sec. 13.12.014 - Offsets against impact fees.

(a) The city shall offset the present value of any system-related facilities, pursuant to rules established in this section, which have been dedicated to the city by the fee payer, and have been received by the city, including the value of rights-of-way or capital improvements constructed pursuant to an agreement with the city, against the value of the impact fee due for that category of capital improvement.

(b) All offsets against impact fees shall be subject to the following limitations and shall be granted based on this article and additional standards promulgated by the city, which may be adopted as administrative guidelines.

(1) No offset shall be given for the dedication or construction of site-related facilities.

(2) The unit costs used to calculate the offsets shall not exceed those assumed for the capital improvements included in the capital improvements plan for the category of facility within the service area for which the impact fee is imposed.

(3) If an offset applicable to a plat has not been exhausted within ten (10) years from the date of the issuance of the first building permit after the effective date of this article or within such period as may be otherwise designated by contract, such offset shall lapse.

(4) In no event will the city reimburse the property owner or developer for an offset when no impact fees for the new development can be collected pursuant to this article or for any value exceeding the total impact fees due for the development for that category of capital improvement, unless otherwise agreed to by the city.

(c) An applicant for new development must apply for an offset against impact fees due for the development either at or before the time of plat recordation. The applicant shall file a petition for offsets with the city on a form provided for such purpose. The contents of the petition shall be established by administrative guidelines. The city must provide the applicant, in writing, with a decision on the offset request, including the reasons for the decision. The decision shall specify the maximum value of the offset which may be applied against an impact fee, which value and the date of the determination shall be associated with the plat for the new development.

(d) The available offset associated with the plat shall be applied against an impact fee in the following manner:

(1) Such offset shall be prorated equally among all service units, as calculated in section 13.12.009, and remain applicable to such service units, to be applied at time of filing and acceptance of an application for a building permit, against impact fees due.

(2) If the total number of service units used by the city in the original offset calculation described in subsection (1) is eventually exceeded by the number of total service units realized by the actual development, the city may, at its sole discretion, collect the full impact fee exclusive of any associated offset for the excess service units.

(3) At its sole discretion, the city may authorize alternative offset agreements upon petition by the owner in accordance with guidelines promulgated by the city.

Sec. 13.12.015 - Establishment of accounts and records.

(a) The city shall establish separate interest-bearing accounts, in a bank authorized to receive deposits of city funds, for each major category of capital facility for which an impact fee is imposed pursuant to this article.

(b) Interest earned by each account shall be credited to that account and shall be used solely for the purposes specified for funds authorized in section 13.12.016.

(c) The city shall establish adequate financial and accounting controls to ensure that impact fees disbursed from the account are utilized solely for the purposes authorized in section 13.12.016. Disbursement of funds shall be authorized by the city at such times as are reasonably necessary to carry out the purposes and intent of this article; provided,

however, that any fee paid shall be expended within a reasonable period of time, but not to exceed ten (10) years from the date the fee is deposited into the account.

(d) The city shall maintain and keep adequate financial records for each such account, which shall show the source and disbursement of all revenues, which shall account for all monies received, and which shall ensure that the disbursement of funds from each account shall be used solely and exclusively for the provision of uses specified in the capital improvements program as system-related facilities. The city shall also maintain such records as are necessary to ensure that refunds are appropriately made under the provision in section 13.12.018 of this article, and such other information as may be necessary for the proper implementation of this article.

Sec. 13.12.016 - Use of proceeds of impact fee accounts.

(a) The impact fees collected pursuant to this article may be used to finance or to recoup capital construction costs of service. Impact fees may also be used to retire bonds or to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the city to finance such capital construction costs of service.

(b) Impact fees collected pursuant to this article shall not be used to pay for any of the following expenses:

(1) Construction, acquisition or expansion of capital improvements or assets other than those identified in the associated capital improvements plans;

(2) Repair, operation, or maintenance of existing or new capital improvements or facilities expansions;

(3) Upgrading, expanding or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;

(4) Upgrading, expanding or replacing existing capital improvements to provide better service to existing development; provided however, that impact fees may be used to pay the costs of upgrading, expanding or replacing existing capital improvements in order to meet the need for new capital improvements generated by new development; or

(5) Administrative and operating costs of the city.

Sec. 13.12.017 - Appeals.

(a) The property owner or applicant for new development may appeal the following decisions to the City Manager:

(1) The applicability of an impact fee to the development;

(2) The basis for fee calculation;

(3) The amount of fee due;

(4) The availability or the value of an offset;

(5) The application of an offset against an impact fee due;

(6) The amount of the refund due, if any.

(b) The burden of proof shall be on the appellant to demonstrate that the value of the fee or the value of the offset was not calculated according to the applicable impact fee schedule or the guidelines established for determining offsets.

(c) If the appeal application is accompanied by a bond or other sufficient surety satisfactory to the City Manager in an amount equal to the original determination of the impact fee due, the development application or tap purchase or building permit application may be processed while the appeal is pending.

(d) The appellant may appeal the decision of the City Manager to the Council. A notice of appeal to the Council must be filed by the applicant with the City Secretary within thirty (30) days following the City Manager's decision. If the notice of appeal is accompanied by a bond or other sufficient surety satisfactory to the city attorney in an amount equal to the original determination of the capital recovery fee due, the development application or tap purchase or building permit issuance may be processed while the appeal is pending.

Sec. 13.12.018 - Refunds.

(a) Any impact fee or portion thereof collected pursuant to this article which has not been expended within ten (10) years from the date of payment, shall be refunded, upon application, to the record owner of the property at the time the refund is paid, or, if the impact fee was paid by another governmental entity, to such governmental entity, together with interest calculated from the date of collection to the date of refund at the statutory rate as set forth in article 1.03, title 79, Revised Statutes (article 5069-1.03, Vernon's Texas Civil Statutes), or any successor statute.

(b) An impact fee collected pursuant to this article shall be considered expended if the total expenditures for capital improvements or facilities expansions authorized in section 13.12.016 within ten (10) years following the date of payment exceeds the total fees collected for such improvements or expansions during such period.

(c) If a refund is due pursuant to subsections (a) and (b), the city shall prorate the same by dividing the difference between the amount of expenditures and the amount of the fees collected by the total number of service units assumed within the service area for the period to determine the refund due per service unit. The refund to the record owner or governmental entity shall be calculated by multiplying the refund due per service unit by the number of service units for the development for which the fee was paid, and interest due shall be calculated upon that amount.

(d) Upon the request of an owner of the property on which an impact fee has been paid, the city shall refund such fees if:

(1) Existing service is available and service is denied;

(2) Service was not available when the fee was collected and the city has failed to commence construction of facilities to provide service within two (2) years of fee payment; or

(3) Service was not available when the fee was collected and has not subsequently been made available within a reasonable period of time considering the type of capital improvement or facility expansion to be constructed, but in any event later than five (5) years from the date of fee payment.

(e) The city shall refund an appropriate proportion of impact fee payments in the event that a previously purchased unused water meter is replaced with a smaller meter, based on the

SUE differential of the two (2) meter sizes and the per-SUE fee at the time of the original fee payment, less an administrative charge of $50.

(f) Petition for refunds shall be submitted to the city on a form provided by the city for such purpose. Within one month of the date of receipt of a petition for refund, the city must provide the petitioner, in writing, with a decision on the refund request, including the reasons for the decision. If a refund is due to the petitioner, the City Manager shall cause a refund payment be made to the petitioner.

Sec. 13.12.019 - Updates to plan and revision of fees.

The city shall review the land use assumptions and capital improvements plan for water and wastewater facilities at least every five (5) years, the first five-year period commencing from the date of adoption of the capital improvements plan referenced herein. The City Council shall accordingly then make a determination of whether changes to the land use assumptions, capital improvements plan or impact fees are needed and shall, in accordance with the procedures set forth in V.T.C.A. Local Government Code, chapter 395, or any successor statute, either update the fees or make a determination that no update is necessary.

Sec. 13.12.020 - Functions of advisory committee.

(a) The functions of the advisory committee are those set forth in V.T.C.A. Local Government Code, ch. 395, or any successor statute, and shall include the following:

(1) Advise and assist the city in adopting land use assumptions;

(2) Review the capital improvements plan regarding water and wastewater capital improvements and file written comments thereon;

(3) Monitor and evaluate implementation of the capital improvements program;

(4) Advise the city of the need to update or revise the land use assumptions, capital improvements program and impact fees;

(5) File semiannual reports evaluating the progress of the city in achieving the capital improvements plans and identifying any problems in implementing the plans or administering the impact fees, and any perceived inequities in administration of the fee; and

(6) In October of each year, the committee shall review the impact fees being assessed to determine whether said fees should be adjusted to reflect:

(A) Any changed circumstances encountered by the city; and

(B) Any increases in the consumer price index.

(b) The city shall make available to the advisory committee any professional reports prepared in the development or implementation of the capital improvements plan.

(c) The Council shall adopt procedural rules for the committee to follow in carrying out its duties.

Sec. 13.12.021 - Agreement for capital improvements.

The City Council may approve the owner of a new development to construct or finance some of the public improvements identified in the CIP. In the case of such approval, the property owner must enter into an agreement with the city prior to fee collection. The agreement shall be on a form approved by the city, and shall establish the estimated cost of improvement,

the schedule for initiation and completion of the improvement, a requirement that the improvement shall be completed to city standards, and any other terms and conditions the city deems necessary. The City Manager or his/her designee shall review the improvement plan, verify costs and time schedules, determine if the improvement is contained in the CIP, and determine the amount of the applicable offset for such improvement to be applied to the otherwise applicable impact fee before submitting the proposed agreement to the Council for approval.

Sec. 13.12.022 - Use of other financing mechanisms.

(a) The city may finance water and wastewater capital improvements or facilities expansions designated in the capital improvements plan through the use of operating cash transfers, through the issuance of bonds, through the formation of public improvement districts or other assessment districts, or through any other authorized mechanism, in such manner and subject to such limitations as may be provided by law, in addition to the use of impact fees.

(b) Except as herein otherwise provided, the assessment and collection of an impact fee shall be additional and supplemental to, and not in substitution of, any other tax, fee, charge or assessment which is lawfully imposed on and due against the property.

Sec. 13.12.023 - Impact fees as additional and supplemental regulation.

(a) Impact fees established by this article are additional and supplemental to, and not in substitution of, any other requirements imposed by the city on the development of land or the issuance of building permits or the sale of water or wastewater taps or the issuance of certificates of occupancy. Such fees are intended to be consistent with and to further the policies of city's comprehensive plan, capital improvements plan, zoning ordinance, subdivision regulations and other city policies, ordinances and resolutions by which the city seeks to ensure the provision of adequate public facilities in conjunction with the development of land.

(b) This article shall not affect, in any manner, the permissible use of property, density of development, design, and improvement standards and requirements, or any other aspect of the development of land or provision of public improvements subject to the zoning and subdivision regulations or other regulations of the city, which shall be operative and remain in full force and effect without limitation with respect to all such development.

Sec. 13.12.024 - Relief procedures.

Any person who has paid an impact fee or an owner of land upon which an impact fee has been paid may petition the City Council to determine whether any duty required by this article has not been performed within the time so prescribed. The petition shall be in writing and shall state the nature of the unperformed duty and request that the act be performed within sixty (60) days of the request. If the Council determines that the duty is required pursuant to the article and is rate in being performed, it shall cause the duty to commence within sixty (60) days of the date of the request and to continue until completion.

Sec. 13.12.025 - Exemptions.

No exemptions will be granted from payment of applicable water and wastewater impact fees, except as provided for in section 13.12.014.

Sec. 13.12.026 - Certification of compliance required.

(a) The City Manager or designee shall submit a written certification verifying compliance with this chapter to the attorney general each year not later than the last day of the city's fiscal year.

(b) The certification must be signed by the presiding officer of the City Council and include a statement that reads substantially similar to the following: "This statement certifies compliance with chapter 395, Local Government Code."

(Ord. NO. 2011-21, § 1, 8-9-11)

Secs. 13.12.027—13.12.060 - Reserved.

DIVISION 2. - WATER FACILITIES

Sec. 13.12.061 - Service area.

(a) There is hereby established a water service area as depicted on exhibit A to Ordinance 2017-13 and incorporated herein by reference.

(b) The boundaries of the water service area may be amended from time to time, and new water service areas may be delineated, pursuant to the procedures in section 13.12.007.

(Ord. No. 2017-13 , pt. 1, 5-9-17)

Sec. 13.12.062 - Improvements plan.

(a) The water improvements plan for the city is hereby adopted as exhibit D to Ordinance 2017-13 and incorporated by reference herein.

(b) The water improvements plan may be amended from time to time, pursuant to the procedures set forth in V.T.C.A. Local Government Code, ch. 395 and its successors.

(Ord. No. 2017-13 , pt. 1, 5-9-17)

Sec. 13.12.063 - Impact fees.

(a) The maximum impact fee values per service unit for water facilities are hereby adopted and incorporated in exhibit C to Ordinance 2017-13 and made a part hereof by reference.

(b) The impact fee values per service unit for water facilities may be amended from time to time, pursuant to the procedures in section 13.12.010.

(Ord. No. 2011-21, § 2, 8-9-11; Ord. No. 2017-13 , pt. 1, 5-9-17)

Secs. 13.12.064—13.12.090 - Reserved.

DIVISION 3. - WASTEWATER FACILITIES

Sec. 13.12.091 - Service area.

(a) There is hereby established a wastewater service area as depicted on exhibit A to Ordinance 2017-13 and incorporated herein by reference.

(b) The boundaries of the wastewater service area may be amended from time to time, and new wastewater service areas may be delineated, pursuant to the procedures in section 13.12.007.

(Ord. No. 2017-13 , pt. 1, 5-9-17)

Sec. 13.12.092 - Improvements plan.

(a) The wastewater improvements plan for the city is hereby adopted as exhibit E to Ordinance 2017-13 hereto and incorporated by reference herein.

(b) The wastewater improvements plan may be amended from time to time, pursuant to the procedures set forth in V.T.C.A. Local Government Code, ch. 395 and its successors.

(Ord. No. 2017-13 , pt. 1, 5-9-17)

Sec. 13.12.093 - Impact fees.

(a) The maximum impact fee values per service unit for wastewater facilities are hereby adopted and incorporated in exhibit C to Ordinance 2017-13 and made a part hereof by reference.

(b) The impact fee values per service unit for wastewater facilities may be amended from time to time, pursuant to the procedures in section 13.12.010.

(Ord. No. 2011-21, § 3, 8-9-11; Ord. No. 2017-13 , pt. 1, 5-9-17)

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM:** 9Y

TITLE:
Consider action to approve Ordinance 2019-62 of the City Council of the City of Bastrop, Texas abandoning, vacating, and closing a 0.211 acre portion of Adams Street roadway being out of Building Block 12 (west of water street) in the City of Bastrop, Bastrop County, Texas, and which is more particularly described and depicted in Exhibit A, which is attached hereto and incorporated herein for all purposes; authorizing the City Manager to execute a deed to convey said right-of-way to adjacent owners; and providing for findings of fact, repealer, and severability; establishing an effective date; and proper notice and meeting.

STAFF REPRESENTATIVE:
Lynda K. Humble, City Manager

BACKGROUND/HISTORY:
The Bastrop Christian Church has requested the City of Bastrop abandon .211 acres, known as Adams Street, which separate two (2) pieces of property currently owned by the Church. The City of Bastrop built the trail from the Library to Fisherman Park on .211 acres, which is owned by the Bastrop Christian Church. The Church has agreed to sale the property, currently occupied by the City, for $1.00. Both properties are the same acres, so it works out to be a land swap. In addition, the City of Bastrop needs to execute a License Agreement with the Church to formalize an arrangement that has existed for years. The Church allows the City to use their property on Farm Street for parking during special events. In return, the City mows the property.

POLICY EXPLANATION:
In order to accomplish these three (3) items, there are two (2) items on the agenda for Council consideration:

1. **Agenda 9Y**: Approve Ordinance 2019-62 abandoning 0.211 acre portion of Adams Street and authorizing the City Manager to execute all necessary documents;
2. **Agenda 9Z**: Approve Resolution R-2019-118 authorizing the purchase of 0.211 acre portion of Building Block 12, West of Water Street, in the amount of $1.00, approving a License Agreement with the Church to utilize their property for parking during Special Events in return for the City mowing the property, and authorizing the City Manager to execute all necessary documents.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve Ordinance 2019-62 of the City Council of the City of Bastrop, Texas abandoning, vacating, and closing a 0.211 acre portion of Adams Street roadway being out of Building Block 12 (west of water street) in the City of Bastrop, Bastrop County, Texas, and which

is more particularly described and depicted in Exhibit A, which is attached hereto and incorporated herein for all purposes; authorizing the City Manager to execute a deed to convey said right-of-way to adjacent owners; and providing for findings of fact, repealer, and severability; establishing an effective date; and proper notice and meeting.

ATTACHMENTS:

- Ordinance

ORDINANCE 2019-62

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ABANDONING, VACATING, AND CLOSING A 0.211 ACRE PORTION OF ADAMS STREET ROADWAY BEING OUT OF BUILDING BLOCK 12 (WEST OF WATER STREET) IN THE CITY OF BASTROP, BASTROP COUNTY, TEXAS, AND WHICH IS MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES; AUTHORIZING THE CITY MANAGER TO EXECUTE A DEED TO CONVEY SAID RIGHT-OF-WAY TO ADJACENT OWNERS; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, AND SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

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

WHEREAS, Section 311.001(a) of the Texas Transportation Code generally provides that a home-rule municipality has exclusive control over and under the public highways, streets, and alleys of the municipality; and

WHEREAS, Section 311.007 of the Texas Transportation Code provides the authority for a home-rule municipality to vacate, abandon or close a street or alley within the municipality; and

WHEREAS, the City Council of the City of Bastrop, Texas, has determined and finds it is in the public interest that the portion of Adams Road, as described and/or depicted in ***Exhibit A***, which is attached hereto and incorporated herein for all purposes, should be abandoned, vacated, and closed as a public right-of-way.

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

SECTION 1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. ABANDONMENT

That the right-of-way identified as Adams Street, generally consisting of 0.211 acres of land out of Building Block 12 (West of Water Street) in the City of Bastrop, Bastrop County, Texas, more

particularly described in the field notes and plat in ***Exhibit A***, which is attached hereto and incorporated herein for all purposes, is hereby abandoned, vacated, and closed as a public roadway.

SECTION 3. DEED AUTHORIZATION

That the City Council of the City of Bastrop, Texas does hereby authorize the City Manager to execute a deed or deeds in a form substantially similar to the deed attached hereto as ***Exhibit B***, and any and all documents necessary to convey the Adams Street right-of-way to the abutting property owners.

SECTION 4. REPEALER

In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 5. SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

SECTION 7. OPEN MEETINGS

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ & ACKNOWLEDGED on First Reading on the 12th day of November 2019.

READ & APPROVED on the Second Reading on the 26th day of November 2019.

APPROVED:

by _____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

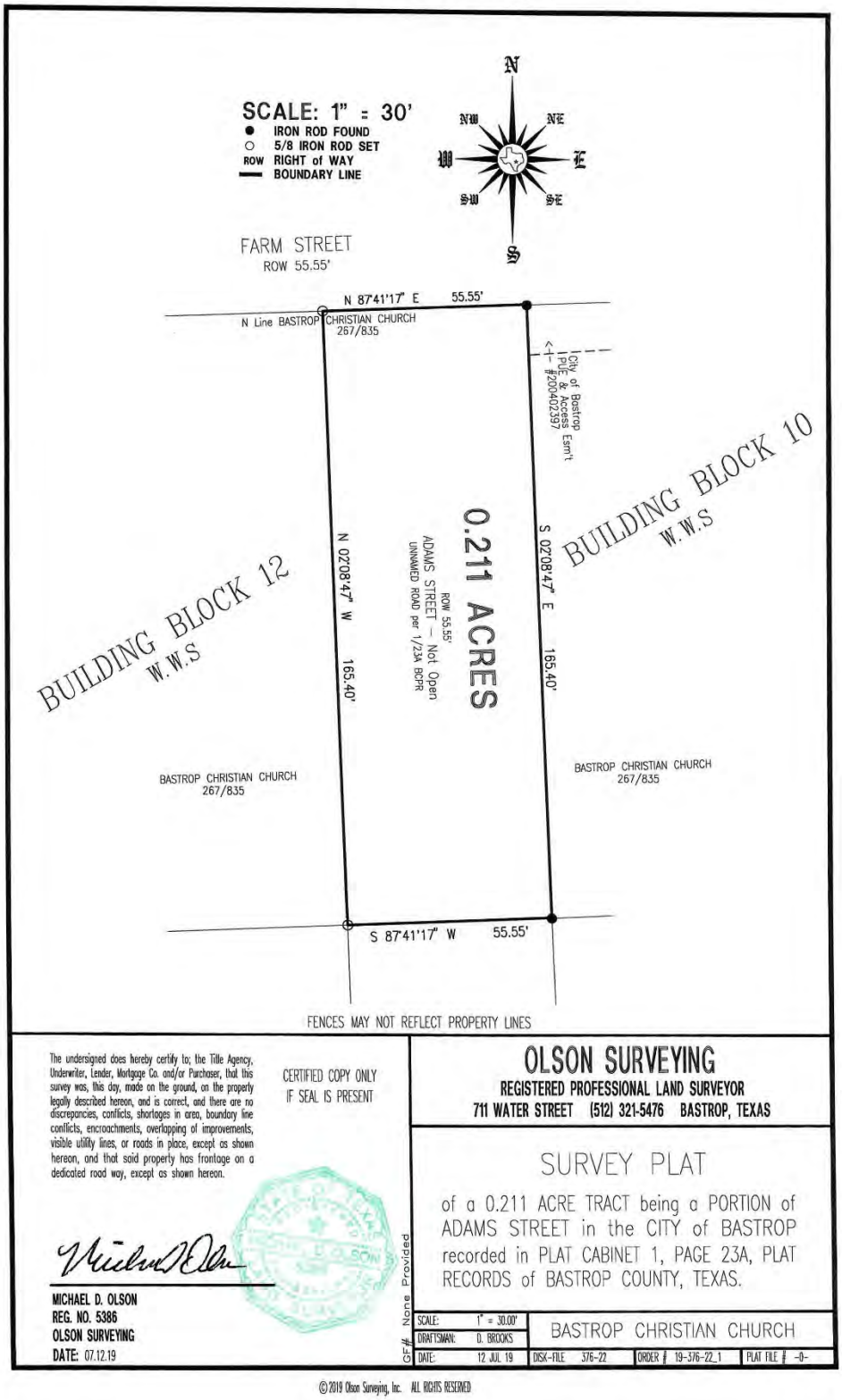
APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Exhibit A

Legal Description of Adams Street Right-of-Way

EXHIBIT "A"



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OLSON SURVEYING
Registered Professional Land Surveyor
711 Water Street
Bastrop, Texas 78602
Phone (512)321-5476 Fax (512)303-5476
olsonsurvey@sbcglobal.net

FIELD NOTES FOR A 0.211 ACRE PORTION OF ADAMS STREET IN THE CITY OF BASTROP, BASTROP COUNTY, TEXAS.

BEING a 0.211 acre portion of Adams Street in the City of Bastrop, Bastrop County, Texas, according to the map of said city as recorded in Plat Cabinet 1, Page 23A, Bastrop County Plat Records and a portion of that certain tract described in a deed from The Calvary Baptist Church of Bastrop to Bastrop Christian Church of Bastrop, dated October 5, 1978, recorded in Vol. 267, Page 835, Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod found at the intersection of the south line of Farm Street, (55.55 foot right-of-way) with the east line of Adams Street, (55.55 foot right-of-way) and northwest corner of Building Block 10, (West of Water Street), in the north line of the Bastrop Christian Church tract, for the northeast corner of this tract.

THENCE with the east line of Adams Street and west line of Building Block 10, S 02 deg. 08 min. 47 sec. E, 165.40 feet to a ½ inch iron rod found in the south line of the Bastrop Christian Church tract, for the southeast corner of this tract.

THENCE crossing Adams Street, S 87 deg. 41 min. 17 sec. W, 55.55 feet to a 5/8 inch iron rod set in the west line of Adams Street, the east line of Building Block 12, (West of Water Street), and south line of the Bastrop Christian Church tract for the southwest corner of this tract.

THENCE with the west line of Adams Street and east line of Building Block 12, N 02 deg. 08 min. 47 sec. W, 165.40 feet to a 5/8 inch iron rod set at the intersection of the south line of Farm Street with the west line of Adams Street, in the north line of the Bastrop Christian Church tract, the northeast corner of Building Block 12, for the northwest corner of this tract.

THENCE with the south line of Farm Street, the north line of the Bastrop Christian Church tract and crossing Adams Street, N 87 deg. 41 min. 17 sec. E, 55.55 feet to the POINT OF BEGINNING, containing 0.211 acres of land.

Michael D. Olson
Reg. Pro. Land Surveyor 5386

Order# 19-376-22_1

Date Created: 7-16-19

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Exhibit B

Deed Transferring Adams Street Right-of-Way

Notice of Confidentiality rights: If you are a Natural Person, you may remove or strike any of the following information from this instrument before it is filed for record in the Public Records: your Social Security Number or your Drivers' License Number.

DEED WITHOUT WARRANTY

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BASTROP	§	

CITY OF THE BASTROP, TEXAS, a Texas home-rule municipality (whether one or more, "Grantor"), for and in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00), and other good and valuable consideration paid by **BASTROP CHRISTIAN CHURCH** (whether one or more, "Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, subject to the exceptions, liens, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee, without warranty of any kind, all of that certain lot, tract or parcel of land situated in Bastrop County, Texas, and being more particularly described real estate, to-wit:

> Being a 0.211 acre tract or parcel of land out of Building Block 12 (West of Water Street) in the City of Bastrop, Bastrop County, Texas according to the Map of Said City as recorded in Plat Cabinet 1, Page 23A, Bastrop County Plat Records and being a part of that certain tract described in a deed from The Calvary Baptist Church of Bastrop to Bastrop Christian Church of Bastrop, dated October 5, 1978, recorded in Vol. 267, Page 835, Bastrop County Deed Records; said 0.211 acre tract of land be more particularly described by metes and bounds and plat attached hereto as Exhibit "A" and incorporated herein for all purposes.

NOTICE: NO RESPONSIBILITY FOR VALIDITY OF REAL ESTATE TITLE IS ASSUMED BY THE ATTORNEYS PREPARING THIS INSTRUMENT UNLESS A WRITTEN TITLE OPINION IS RENDERED.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: This conveyance is made and accepted subject to the following matters, if any, to the extent same are in effect at this time, relating to the Property, and shown of record in the herein-above mentioned County and State: any and all reservations, restrictions, covenants, conditions and easements, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities.

Grantor for the Consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty, conveys all of Grantor's right, title and interest in and to Property to Grantee, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, successors, or assigns forever, without express or

implied warranty; and all warranties that might arise by common law and the warranties in §5.023 of the Texas Property Code (or its successor) are excluded.

Grantee assumes all ad valorem taxes due on the Property for the current year.

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

EXECUTED AND EFFECTIVE THIS _____ day of _____, 2019.

GRANTOR:

THE CITY OF BASTROP, TEXAS
a Texas home-rule municipality

_____
Lynda Humble, City Manager

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

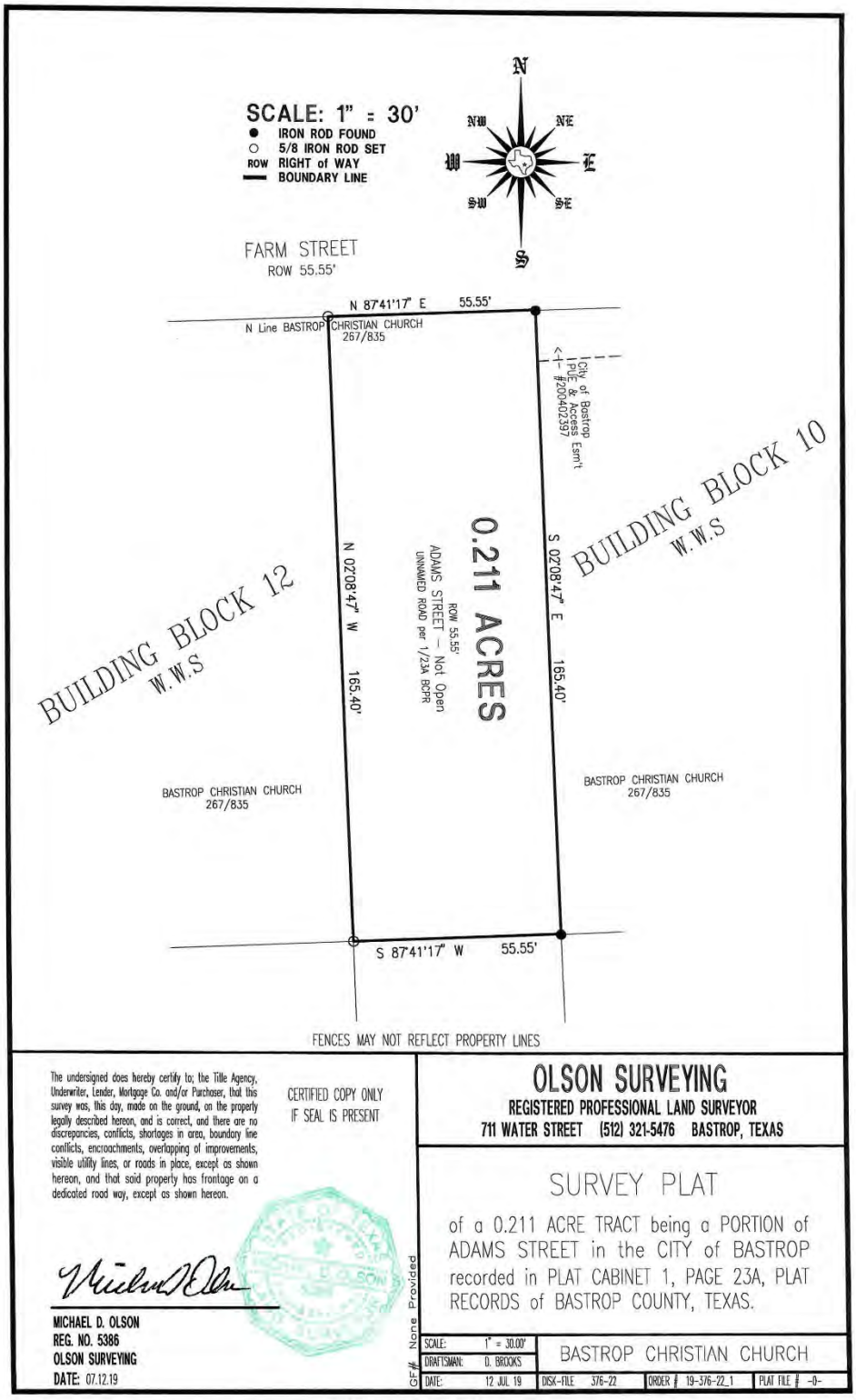
ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF BASTROP

This instrument was acknowledged before me on the _____ day of _____, 2019, Lynda Humble, City Manager for the City of Bastrop, Texas, a Texas home-rule municipality, on behalf of said municipality.

_____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"



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BEGINNING at a ½ inch iron rod found at the intersection of the south line of Farm Street, (55.55 foot right-of-way) with the east line of Adams Street, (55.55 foot right-of-way) and northwest corner of Building Block 10, (West of Water Street), in the north line of the Bastrop Christian Church tract, for the northeast corner of this tract.

THENCE with the east line of Adams Street and west line of Building Block 10, S 02 deg. 08 min. 47 sec. E, 165.40 feet to a ½ inch iron rod found in the south line of the Bastrop Christian Church tract, for the southeast corner of this tract.

THENCE crossing Adams Street, S 87 deg. 41 min. 17 sec. W, 55.55 feet to a 5/8 inch iron rod set in the west line of Adams Street, the east line of Building Block 12, (West of Water Street), and south line of the Bastrop Christian Church tract for the southwest corner of this tract.

THENCE with the west line of Adams Street and east line of Building Block 12, N 02 deg. 08 min. 47 sec. W, 165.40 feet to a 5/8 inch iron rod set at the intersection of the south line of Farm Street with the west line of Adams Street, in the north line of the Bastrop Christian Church tract, the northeast corner of Building Block 12, for the northwest corner of this tract.

THENCE with the south line of Farm Street, the north line of the Bastrop Christian Church tract and crossing Adams Street, N 87 deg. 41 min. 17 sec. E, 55.55 feet to the POINT OF BEGINNING, containing 0.211 acres of land.

Michael D. Olson
Reg. Pro. Land Surveyor 5386

Order# 19-376-22_1

Date Created: 7-16-19

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STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM:** 9Z

TITLE:
Consider action to approved Resolution No. R-2019-118 of the City Council of the City of Bastrop authorizing a contract to purchase of 0.211 acres, a portion of Building Block 12, West of Water Street, in the amount of One and 00/100 Dollar ($1.00) from the Bastrop Christian Church, attached as Exhibit A, and approving a License Agreement for Parking during Special Events with Bastrop Christian Church, as attached as Exhibit B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Lynda K. Humble, City Manager

BACKGROUND/HISTORY:
The Bastrop Christian Church has requested the City of Bastrop abandon .211 acres, known as Adams Street, which separate two (2) pieces of property currently owned by the Church. The City of Bastrop built the trail from the Library to Fisherman Park on .211 acres, which is owned by the Bastrop Christian Church. The Church has agreed to sale the property, currently occupied by the City, for $1.00. Both properties are the same acres, so it works out to be a land swap. In addition, the City of Bastrop needs to execute a License Agreement with the Church to formalize an arrangement that has existed for years. The Church allows the City to use their property on Farm Street for parking during special events. In return, the City mows the property.

POLICY EXPLANATION:
In order to accomplish these three (3) items, there are two (2) items on the agenda for Council consideration:

1. **Agenda 9Y**: Approve Ordinance 2019-62 abandoning 0.211 acre portion of Adams Street and authorizing the City Manager to execute all necessary documents;
2. **Agenda 9Z**: Approve Resolution R-2019-118 authorizing the purchase of 0.211 acre portion of Building Block 12, West of Water Street, in the amount of $1.00, approving a License Agreement with the Church to utilize their property for parking during Special Events in return for the City mowing the property, and authorizing the City Manager to execute all necessary documents.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approved Resolution No. R-2019-118 of the City Council of the City of Bastrop authorizing a contract to purchase of 0.211 acres, a portion of Building Block 12, West of Water Street, in the amount of One and 00/100 Dollar ($1.00) from the Bastrop Christian Church, attached as Exhibit A, and approving a License Agreement for Parking during Special Events with

Bastrop Christian Church, as attached as Exhibit B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Exhibit A – Contract for Land Purchase
- Exhibit B – License Agreement

RESOLUTION NO. R-2019-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AUTHORIZING A CONTRACT TO PURCHASE OF 0.211 ACRES, A PORTION OF BUILDING BLOCK 12, WEST OF WATER STREET, IN THE AMOUNT OF ONE AND 00/100 DOLLAR ($1.00) FROM THE BASTROP CHRISTIAN CHURCH, ATTACHED AS EXHIBIT A, AND APPROVING A LICENSE AGREEMENT FOR PARKING DURING SPECIAL EVENTS WITH BASTROP CHRISTIAN CHURCH, AS ATTACHED AS EXHIBIT B; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, Bastrop Christian Church has requested the City of Bastrop abandon 0.211 acres, known as Adams Street, which separate two (2) pieces of property currently owned by the Church; and

WHEREAS, The City of Bastrop built the trail from the Library to Fisherman Park on 0.211 acres, which is owned by the Bastrop Christian Church. The Church has agreed to sale the property, currently occupied by the City, for $1.00. Both properties are the same acres, so it works out to be a land swap; and

WHEREAS, the City of Bastrop needs to execute a License Agreement with the Church to formalize an arrangement that has existed for years. The Church allows the City to use their property on Farm Street for parking during special events. In return, the City mows the property.

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

Section 1: That the City Manager is hereby authorized to execute a contract with Bastrop Christian Church to purchase 0.211 acres, a portion of Building Block 12 west of Water Street in the amount of One and 00/100 Dollar ($1.00); as attached as Exhibit A; and execute all necessary documents.

Section 2: That the City Manager is hereby authorized to execute a License Agreement with Bastrop Christian Church to formalize existing agreements to utilize church property during special events in exchange for mowing said property; as attached as Exhibit B; and execute all 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 upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of November, 2019.

APPROVED

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

REAL ESTATE CONTRACT

Bastrop Christian Church

THIS REAL ESTATE CONTRACT ("Contract") is made by and between BASTROP CHRISTIAN CHURCH, (referred to in this Contract as "Seller", whether one or more) and the CITY OF BASTROP, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, a trail easement interest in and to the tract of land described as follows:

> All of that certain 0.211 acre tract or parcel of land out of Building Block 12 (West of Water Street) in the City of Bastrop, Bastrop County, Texas according to the Map of Said City as recorded in Plat Cabinet 1, Page 23A, Bastrop County Plat Records and being a part of that certain tract described in a deed from The Calvary Baptist Church of Bastrop to Bastrop Christian Church of Bastrop, dated October 5, 1978, recorded in Vol. 267, Page 835, Bastrop County Deed Records; said 0.211-acre tract being more fully described in Exhibit "A", attached hereto and incorporated herein;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A" not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", compensation for any improvements on the Property, and for any damage or cost of cure for the reconfiguration of the remaining property of Seller shall be the sum of ONE and 00/100 Dollars ($1.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held December 6, 2019 or at such time, date, and place as Seller and Purchaser may agree upon (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to the City of Bastrop, Texas a duly executed and acknowledged General Warranty Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Deed, recording, tax certificates, and title curative matters, if any, paid by Purchaser.

(2) All other closing costs shall be paid by Purchaser.

(3) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may enforce specific performance of this Contract.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the amount of $50 as liquidated damages.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bastrop County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by all Parties as indicated by the latest date of signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[Signature pages follow]

SELLER:

BASTROP CHRISTIAN CHURCH
1106 Church Street
Bastrop, Texas 78602

By:_____

Name:_____

Title:_____

Date:_____

PURCHASER:

CITY OF BASTROP, TEXAS
Attn: City Manager
Lynda Humble
1311 Chestnut Street
P.O. Box 427
Bastrop, Texas 78602
Ph: (512) 332-8800
Fax: (512) 332-8819
lhumble@cityofbastrop.org

By:_____
Lynda Humble, City Manager

Date:_____

EXHIBIT “A”

OLSON SURVEYING
Registered Professional Land Surveyor
711 Water Street
Bastrop, Texas 78602
Phone (512)321-5476 Fax (512)303-5476
olsonsurvey@sbcglobal.net

FIELD NOTES FOR A 0.211 ACRE TRACT OUT OF BUILDING BLOCK 12 (WEST OF WATER STREET) IN THE CITY OF BASTROP, BASTROP COUNTY, TEXAS.

BEING a 0.211 acre tract or parcel of land out of Building Block 12 (West of Water Street) in the City of Bastrop, Bastrop County, Texas according to the Map of Said City as recorded in Plat Cabinet 1, Page 23A, Bastrop County Plat Records and being a part of that certain tract described in a deed from The Calvary Baptist Church of Bastrop to Bastrop Christian Church of Bastrop, dated October 5, 1978, recorded in Vol. 267, Page 835, Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod set at the intersection of the south line of Farm Street, (55.55 foot right-of-way) with the east line of Wilson Street, (55.55 foot right-of-way) for the northwest corner of Building Block 12 and this tract.

THENCE with the south line of Farm Street and north line of Building Block 12, N 87 deg. 41 min. 17 sec. E, 55.55 feet to a 5/8 inch iron rod set for the northeast corner of this tract from which a 5/8 inch iron rod set at the northeast corner of Building Block 12 bears, N 87 deg. 41 min. 17 sec. E, 69.21 feet.

THENCE entering Building Block 12, S 02 deg. 10 min. 14 sec. E, 165.40 feet to a 5/8 inch iron rod set on the south line of the Bastrop Christian Church tract for the southeast corner of this tract.

THENCE with the south line of the Bastrop Christian Church tract, S 87 deg. 41 min. 17 sec. W, 55.55 feet to an "X" in concrete sidewalk on the east line of Wilson Street for the southwest corner of the Bastrop Christian Church tract and this tract.

THENCE with the east line of Wilson Street, the west line of Building Block 12 and the Bastrop Christian Church tract, N 02 deg. 10 min. 14 sec. W, 165.40 feet to the POINT OF BEGINNING, containing 0.211 acres of land.

Michael D. Olson
Reg. Pro. Land Surveyor 5386

Order# 19-376-22_2

Date Created: 8-2-19

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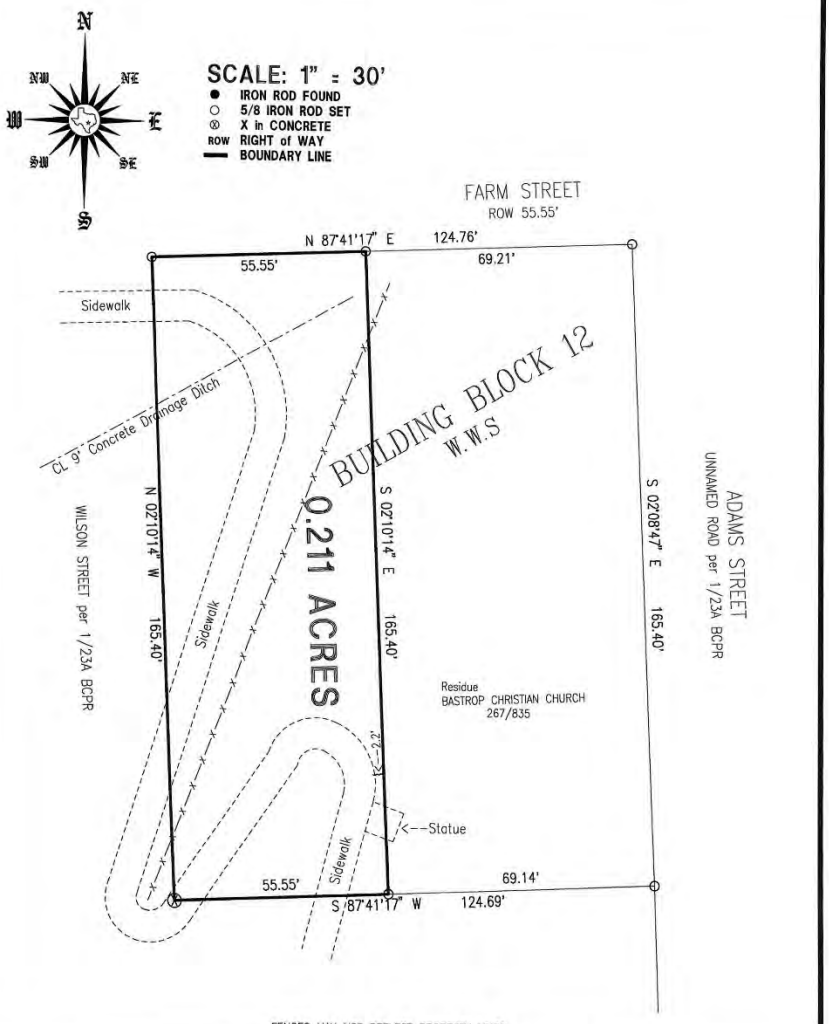

FENCES MAY NOT REFLECT PROPERTY LINES

The undersigned does hereby certify to; the Title Agency, Underwriter, Lender, Mortgage Co. and/or Purchaser, that this survey was, this day, made on the ground, on the property legally described hereon, and is correct, and there are no discrepancies, conflicts, 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 frontage on a dedicated road way, except as shown hereon.

CERTIFIED COPY ONLY
IF SEAL IS PRESENT

MICHAEL D. OLSON
REG. NO. 5386
OLSON SURVEYING
DATE: 07.12.19

GF#: None Provided

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

SURVEY PLAT

of a 0.211 ACRE TRACT being a PORTION of BUILDING BLOCK 12, WEST of WATER STREET, in the CITY of BASTROP, recorded in PLAT CABINET 1, PAGE 23A, PLAT RECORDS of BASTROP COUNTY, TEXAS.

SCALE:	1" = 30.00'	BASTROP CHRISTIAN CHURCH			
DRAFTSMAN:	D. BROOKS				
DATE:	12 JUL 19	DISK-FILE 376-22_1	ORDER # 19-376-22_2	PLAT FILE # -0-	

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LICENSE AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

This License Agreement (the "**Agreement**") is made and entered by and between **BASTROP CHRISTIAN CHURCH** ("**Licensor**") and **THE CITY OF BASTROP**, a Texas home-rule municipality ("**Licensee**" or **"City"**). Licensor and Licensee may be referred to jointly herein as the "**Parties**" and individually as a "**Party**".

RECITALS

A. Licensor owns a tract of land out of Building Block 12 (West of Water Street) in the City of Bastrop, Bastrop County, Texas according to the Map of Said City as recorded in Plat Cabinet 1, Page 23A, Bastrop County Plat Records and being a part of that certain tract described in a deed from The Calvary Baptist Church of Bastrop to Bastrop Christian Church of Bastrop, dated October 5, 1978, recorded in Vol. 267, Page 835, Bastrop County Deed Records ("**Licensor's Property**").

B. Licensee owns and runs a park facility near Licensor's Property called Fisherman's Park, where Licensee holds City events.

C. Licensor and Licensee have agreed that until such time as Licensor develops Licensor's Property for its own use, Licensee may use Licensor's Property for parking and staging of City events on the terms and conditions provided herein.

AGREEMENT

NOW THEREFORE, in consideration of these premises, the mutual covenants set forth herein and other good and valuable consideration, the Parties hereby agree as follows:

1. **Grant of License and Purpose**. Licensor hereby grants to Licensee the right, privilege and permission to enter on, over, across, and under Licensor's Property for the purposes of providing public parking and staging of City events and allow for placement of signage, traffic control devices, and all appurtenances related to the City events during City events.

This Agreement shall not be construed to limit the power of Licensor to alter or improve Licensor's Property; provided, however, Licensor agrees to give Licensee at least thirty (30) days advance written notice of any such alteration or improvement.

2. **Expenses and Responsibility for Maintenance**. Licensee will be responsible for all costs of replacing or repairing any of Licensor's Property which was damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

3. **Notice of Default; Opportunity to Cure.** In the event that Licensee fails to maintain the Licensee Improvements or otherwise comply with the terms and conditions as set forth herein, then Licensor shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of (the "**Cure Period**") If the Licensee does not remedy such failure within the Cure Period, Licensor may perform the maintenance or contract for the completion of the maintenance. Licensee agrees to pay, within thirty (30) days after receipt of written demand by Licensor, all costs and expenses incurred by the Licensor in completing the maintenance. Upon the failure of either Party to comply with the terms and conditions of this Agreement, the non-defaulting Party shall have the right to enforce the terms and conditions of this Agreement by any and all legal or equitable relief to which the non-defaulting Party may be entitled.

4. **Notice**. Any notices or communications permitted or required herein must be in writing. Notice may, unless otherwise provided herein, be given or served (a) by depositing the same in the United States mail, postage paid, certified mail, and addressed to the party to be notified, with return receipt requested, (b) by delivering the same to such party, or (c) when appropriate, by sending electronic mail to a designated e-mail address and addressed to the party to be notified. Notice deposited in the mail in the manner herein above described shall be effective from and after such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as provided below, be as follows:

Licensee: City of Bastrop
Attn: City Manager
Lynda Humble
1311 Chestnut Street
P.O. Box 427
Bastrop, Texas 78602
Ph: (512) 332-8800
Fax: (512) 332-8819
lhumble@cityofbastrop.org

With a copy to: City Attorney
Alan Bojorquez
12325 Hymeadow Drive, Suite 2-100
Austin, Texas 78750
Ph: (512) 250-0411
alan@texasmunicipallawyers.com

Licensor: Bastrop Christian Church
Attn: _____
1106 Church Street
Bastrop, Texas 78602
Ph: (512) 321-6436

The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address, by giving the other party at least five (5) days prior written notice of such change.

5. **Applicable Law and Venue.** This Agreement will be construed under the laws of the State of Texas. This Agreement is performable in Bastrop County, Texas. Mandatory venue for any action under this Agreement will be in the state court of appropriate jurisdiction for the action in Bastrop County, Texas.

6. **Assignability.** This Agreement shall be assignable only by written agreement of all Parties. The provisions of this Agreement may be enforced by the Parties hereto and their respective successors and assigns.

7. **Amendment.** This Agreement may only be amended, modified, or terminated in writing by an instrument executed by the Parties.

8. **Term**. The term of this Agreement shall commence on the Effective Date. This license automatically renews on an annual basis unless this Agreement is terminated by: (a) the mutual written consent of the Licensor and the Licensee; (b) written notice delivered by the Licensor to the Licensee following a failure by the Licensee, as applicable, to timely cure a breach of any term of this Agreement; or (c) written notice delivered by the Licensor to the Licensee not less than sixty (60) days prior to the effective date of the termination. In the event of a termination, any improvements not removed by the Licensee shall become the property of the Licensor.

9. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

(Licensee Signature Next Page)

EXECUTED to be effective as of the Effective Date, which is the date last signed by a Party below.

LICENSEE:

THE CITY OF BASTROP,
a Texas home-rule municipality

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF BASTROP §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____, as _____ of the City of Bastrop, a Texas home-rule municipality, on behalf of said home-rule municipality.

_____
Notary Public, State of Texas

(Licensor's Signatures Next Page)

LICENSOR:

BASTROP CHRISTIAN CHURCH

By: _____
Printed Name: _____
Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 2018 by _____, _____ of BASTROP CHRISTIAN CHURCH, on its behalf.

_____
Notary Public Signature

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 9AA

TITLE:
Consider action to approve Resolution No. R-2019-118 of the City Council of the City of Bastrop, Texas authorizing a contract with SevenArrows Land Staff, LLC for land acquisition services and approving Task Order #1 in the amount of Forty-Six Thousand and 00/100 Dollars ($46,000.00); as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager
Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:
The City of Bastrop awarded a contract to KSA Engineering to design the new wastewater plant located along State Highway 304. After approximately twelve (12) months of public engagement and studying the current wastewater plants 1 & 2, it was determined that the current plants are in such a state of disrepair that it is no longer fiscally responsible to repair the plants on the existing site.

In August 2018, KSA Engineering was awarded the contract to design Wastewater Treatment Plant (WTP) #3. During the same time that WWTP #3 reached thirty percent (30%) design completion, the National Oceanic and Atmospheric Administration (NOAA) released rainfall data known as (Atlas 14). Atlas 14 identified a portion of WWTP#3 was now located in the newly established floodplain along the tributary next to the plant site. Armed with this new information, City Staff developed a plan to acquire additional property. The acquisition of this new land would remedy the issues with the newly identified floodplain. As a bonus, the additional property would allow the addition of a fourth (4th) phase that would treat an additional two million gallons per day. This will allow the site to treat eight million gallons a day in average wastewater flows, a 25% increase in capacity on this existing site. In addition to the purchase of supplementary property for the plant, site easements for the wastewater trunk mains were also appraised. Now that the appraisals are complete, this contract for land acquisitions services will complete the land purchases needed for the WWTP # 3 Project.

POLICY EXPLANATION:
The City Charter grants the City Council the authority in Section 3.01 Powers and Duties (13) provide for a sanitary sewer and water system and require property owners to connect with such sewer system and provide for penalties for failure to make sanitary sewer connections. The City's Code of Ordinance further established areas of service and utility rates.

FUNDING SOURCE:
Funding for land purchases for WWTP#3 have been anticipated and will be made from the Wastewater Debt Fund Balance.

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-118 of the City Council of the City of Bastrop, Texas authorizing a contract with SevenArrows Land Staff, LLC for land acquisition services and approving Task Order #1 in the amount of Forty-Six Thousand and 00/100 Dollars ($46,000.00); as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- SevenArrows contract

RESOLUTION NO. R-2019-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AUTHORIZING A CONTRACT WITH SEVENARROWS LAND STAFF, LLC FOR LAND ACQUISITION SERVICES AND APPROVING TASK ORDER #1 IN THE AMOUNT OF FORTY-SIX THOUSAND AND 00/100 DOLLARS ($46,000.00); AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the projected growth of the City of Bastrop will soon result in wastewater flow rates that will exceed the capacity of the City's current wastewater collection system and treatment facilities; and

WHEREAS, the City Council has the vision to improve Bastrop's Community Safety by building Wastewater Treatment Plant No. 3; and

WHEREAS, engaging SevenArrows to provide land acquisition services for Wastewater Treatment Plant No. 3 meets that intent and is Item CS#15 in the City's Workplan; and

WHEREAS, the City of Bastrop has found this land purchase to be fiscally responsible.

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

Section 1: That the City Manager is hereby authorized to execute a contract with SevenArrows Land Staff, LLC for land acquisition services and approving Task Order #1 in the amount of Forty-Six Thousand and 00/100 Dollars ($46,000.00); as attached as Exhibit A.

Section 2: That the City Council of the City of Bastrop has found SevenArrows Land Staff, LLC to be a subject matter expert in the area of land, right of way, and easement acquisition.

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

Section 4: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of November, 2019.

APPROVED

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the ____ day of _____ 2019, by and between the **City of Bastrop,** Texas (hereinafter referred to as the "City") and **SevenArrows Land Staff LLC**, (hereinafter referred to as "SevenArrows"), is understood and agreed to be as set forth herein:

1. **Description of Services:** The City, in connection with carrying out the duties of its various ordinances and permits regulating roads, drainage improvements, subdivisions, site development, and water quality, and wastewater treatment requires the services of a land acquisition consultant. The services provided are attached and incorporated herein as Exhibit A – Scope of Work.

2. **Payment for Services:** The City will employ SevenArrows in accordance with the Fee Schedule, attached and incorporated herein as Schedule "B," and according to the Task Order, attached and incorporated herein as Task Order "1" SevenArrows shall invoice City monthly for services performed. Invoice shall include a description of the project and type of work performed.

3. **Duration:** This Agreement shall be in effect for a period of one-year (12 months).

4. **Renewal:** This Agreement shall automatically renew for successive one-year periods unless terminated, as set out below.

5. **Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.

6. **Relationship of Parties:** It is understood by the parties that SevenArrows is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of SevenArrows.

7. **Employees:** SevenArrows employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, SevenArrows shall provide adequate evidence that such persons are SevenArrows's employees.

8. **Injuries/Insurance:** SevenArrows, acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of SevenArrows's employees, if any. SevenArrows waives the rights to recovery from City for any injuries that SevenArrows and/or SevenArrows's employees may sustain while performing services under this Agreement. SevenArrows shall provide a copy of insurance coverage to City at least ten (10) days prior to end of any existing coverage period. Insurance requirements are attached and incorporated herein as Exhibit C – Insurance.

9. **Indemnification:** SevenArrows agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs and judgments that may be asserted against City that result from acts or omissions of SevenArrows, SevenArrows's employees, if any, and SevenArrows's agents.

10. **Assignment:** SevenArrows's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.

11. **Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Manager
City of Bastrop
P.O. Box 427
Bastrop, TX 78602
512-332-8800

For SevenArrows Land Staff, LLC:

Attention: Nikki Costanza
SevenArrows Land Staff, LLC
777 Main Street, Suite 600
Fort Worth, TX 76102
817-675-9428

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

12. **Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties.

13. **Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

14. **Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. **Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

16. **Applicable Law:** The laws of the State of Texas shall govern this Agreement.

17. **Venue:** The venue for any and all legal disputes arising under this Agreement shall be ***Bastrop County, Texas***.

CITY OF BASTROP:

_____
Lynda Humble, City Manager

_____
Date

ATTEST:

_____
Ann Franklin, City Secretary

SEVENARROWS LAND STAFF, LLC.

_____
Nicole Costanza, Managing Partner

_____
Date

SEVEN ARROWS
LAND STAFF

Schedule A
Scope of Work

GENERAL: The City of Bastrop (City) Wastewater Treatment Plant Project (the Project) will include real estate acquisition services. 7Arrows Land Staff, LLC (7Arrows) shall provide a variety of services to support City in execution of the project including Easement and Property acquisition services. 7Arrow's services may also include, as directed by City, assistance with open houses or similar meetings with the public, presentations to all approval authorities, and other real estate and property work that may be needed from time to time to support the timely execution of the project.

BASIC SERVICES: 7Arrows shall render the following professional services in connection with the development of the Project:

A. Right of Way/Property Acquisition Services

1. Pre-Acquisition Services

a) Confirm ownership and easement information.

b) Attendance of public information meetings, project design meetings, route development field visits by land manager.

2. Title/Curative Services

a) Review preliminary title commitment (Schedules A, B & C) or preliminary title search information for all properties.

b) Secure title commitments and updates in accordance with insurance rules and requirements for parcel payment submissions for properties which will be acquired in fee simple and for ROW easements

c) Secure title insurance for all parcels, insuring acceptable title. Cure all exceptions on Schedule C, when applicable. Written approval by the City of Bastrop will be required for any exceptions to coverage.

3. Negotiation Services

a) Analyze appraisal reports and confirm approved value prior to making offer for each parcel.

b) Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies.

c) Prepare the initial offer letter and any other documents required or requested by the City of Bastrop in an acceptable form.

d) Contact each property owner or owner's designated representative and present the written offer in person where practical. When owners do not wish to have offers delivered in person, they will be mailed via certified mail with return receipt for documentation of delivery/receipt. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer.

f) Respond to property owner inquiries verbally and/or in writing within two business days.

g) Prepare a separate negotiator contact report for each parcel file for each contact.

h) Maintain parcel files of original documentation related to the purchase of the real property or property interests/acquisition of the Easement for Right of Way.

i) Present counteroffers in a form as directed by the City. Transmit any written counteroffer from property owners including supporting documentation, and Agent's recommendation with regard to the counteroffer.

j) Prepare final offer letter as necessary.

4. Right of Entry

a) Prepare Right of Entry packets to include Landowner Bill of Rights, maps and paperwork to be executed.

b) The agent will initiate and participate in landowner meetings for ROE documents.

c) Upload Right of Entry executed documents to central location for access by City, its agents and employees.

5. Acquisition/Closing Services:

a) Prepare check request, review closing documents facilitate execution of all necessary documents. Attend closings and provide closing services in conjunction with Title Company for all tracts.

b) Transport any documents to City and landowner for signatures.

c) Record or cause to be recorded all original instruments immediately after closing at the respective County Clerk's Office.

d) Review Title Policy and give to City for permanent storage.

6. Project/Document Administration

a) Maintain current status reports of all parcel and project activities and provide monthly or as requested to the City.

b) Participate in project review meetings as requested.

c) Provide copies of all incoming and outgoing correspondence as generated if requested.

d) Maintain copies of all correspondence and contacts with property owners.

e) Update database with current status information and documentation.

7. Initial Appraisal

a) Secure written permission from owner to enter the property from which land is to be acquired. Maintain permission letters with appraisal reports.

b) Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel.

c) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.

d) Finalize complete appraisal report for each parcel. These reports shall conform to the City of Bastrop's policies and procedures along with the Uniform Standards of Professional Appraisal Practice.

e) As necessary, prepare written notification to the City of Bastrop of any environmental concerns within the needed right of way to be acquired which could require remediation.

f) All completed appraisals will be administratively reviewed and approved by the City of Bastrop.

g) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the City of Bastrop.

8. Condemnation Support

a) Upon receipt of a copy of the final offer, research and produce an updated "Condemnation Limited Title Report" (search parameters set by City and/or outside legal counsel).

b) Prepare a condemnation package as directed by the City and deliver the package to the City's designee or legal counsel.

c) Upon notification from the City request the update of appraisal.

d) d) Appear as Expert Witness as requested.

B. ROW/Property Acquisition Support for Relocations (As Requested by City of Bastrop)

1. Notify all property owners and potential displacees of eligibility for relocation assistance and provide them with a Relocation Assistance Brochure at time of initial contact. If possible, advise displacee of preliminary relocation benefits at this time.

2. Contact and provide relocation assistance to property owners and tenants affected by acquisition of right of way.

3. For residential relocations; locate, evaluate, and maintain files on comparable available housing.

4. Calculate replacement housing supplement benefits.

5. Compute and submit request for relocation housing/rental supplement to the City along with supporting documentation.

6. Provide 90-day notice to vacate simultaneously with the delivery of the relocation benefits package.

7. Sixty days later or upon acquisition of the parcel, whichever occurs later, issue a 30 day letter.

8. Notify the City of Bastrop immediately if displacee does not move after 30-day notice expires.

9. Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with the City.

10. Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with the City.

11. Request moving estimates from moving companies as needed.

12. Coordinate moves with displaced homeowners, business owners, and tenants and with moving companies in accordance with the City's procedures.

13. Maintain relocation contact logs.

14. Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.

15. Process and compute increased interest payments as required.

16. Process and compute increased interest payments as required.

17. Prepare all relocation payment claim submissions for all displacees on parcel.

18. Deliver payments in accordance with City guidelines.

C. Additional ROW/Property Acquisition Support for Condemnations (as Requested by Bastrop)

It is anticipated that services described in this section will be provided by others, but can be provided by the City, if requested by the City.

a. Pre-Hearing Support

i. Upon receipt of condemnation packet documents prepared by Counsel for the City of Bastrop, Agent will file the original petition with the County Court at Law or other appropriate Court for a cause number to be assigned.

ii. File the Lis Pendens including the cause number with the County Clerk's Office.

iii. Upon assignment of a court, file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.

iv. Following appointment of Commissioners by the judge, secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, and 2 copies of the Notice of Hearing signed by the Commissioners.

v. File all originals with the court and send copies marked "copy" to Counsel for the City of Bastrop.

vi. Send a copy of the petition to the Title Company so that they can assure all required parties were joined and that no changes in title have occurred.

vii. Set the Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, upon approval by City of Bastrop make a revised final offer and submit a copy of the revised final offer letter.

viii. Reserve a room for the hearing.

ix. Coordinate the hearing date with Counsel for the City of Bastrop, the Appraiser, the Engineering witness, the three Special Commissioners, the court reporter and any other parties designated by the City of Bastrop.

x. Coordinate a pre-hearing conference if required by Counsel for the City of Bastrop.

xi. After the hearing is set, serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they must be served not later than 60 days prior to the date of the hearing.

xii. Once the notices have been served, file the original notices with the court and send copies stamped "copy" to Counsel for the City of Bastrop.

xiii. Send a reminder letter to all parties.

b. Post-Hearing Support (As Requested by City of Bastrop)

i. Obtain the signatures of Commissioners and file with the court for the judge's signatures within two days the Hearing.

ii. Obtain and distribute to Counsel for the City of Bastrop certified copies of the award.

iii. File payment of the award in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.

iv. Take photographs of the interest to be acquired on the day of deposit.

SEVEN ARROWS
LAND STAFF

Schedule B
Fee Schedule

In Fee Land Acquisition Services:

Right of Entry:	$ 500.00 per parcel
Title/Curative Services:	$2,500.00 per parcel
Document Services:	$1,000.00 per parcel
Negotiation Services:	$2,500.00 per parcel
Acquisition/Closing Service:	$2,500.00 per parcel

Easement/Temporary Easement Acquisition Services:

Right of Entry:	$ 500.00 per parcel
Title/Curative Services:	$1,500.00 per parcel
Document Services:	$750.00 per parcel
Negotiation Services:	$2,500.00 per parcel
Acquisition/Closing Services:	$2,500.00 per parcel

Appraisal Services:

Vacant Land:	$3,500.00 to $5,000.00 per parcel
Residential Improved:	$4,000.00 to $6,000.00 per parcel
Commercial Improved:	$4,500.00 to $7,500.00 per parcel

Relocation Services:

Residential:	$7,500.00 to 8,500.00
Business:	$8,500.00 to 10,000.00
Personal Property:	$2,500.00 to $4,000.00

Public Information meetings, City Council meetings, route development visits, project design meetings, relocation coordination, and condemnation support shall be billed at an hourly basis.

Hourly Rates:

Partner Hourly Rate:	$150.00
Administrative Agent:	$ 75.00
Appraiser:	$250.00

SEVEN ARROWS
LAND STAFF

Schedule C
Insurance

7Arrows shall maintain the following basic insurance coverage at minimum:

I. COMMERCIAL GENERAL LIABILITY including Products/Completed Operations Coverage and Contractual Liability with minimum limits of liability for Bodily Injury and Property Damage for:

$500,000 General Aggregate

$500,000 Products and Completed Operations Aggregate

$500,000 Personal and Advertising Injury

$500,000 Each Occurrence Limit

$ 50,000 Fire Legal Liability

$ 5,000 Medical Expense

II. AUTOMOBILE LIABILITY including Hired and Non-Owned vehicles with minimum limits of liability of:

$500,000 Combined Single Limits for Bodily Injury & Property Damage

III. UMBRELLA OR EXCESS LIABILITY coverage with a minimum limit of liability of $1,000,000.

IV. WORKER'S COMPENSATION including Employer's Liability with a limit of:

As required by Statute

V. PROFESSIONAL LIABILITY with minimum limits of liability of $500,000.

Before commencing work, 7Arrows shall furnish Bastrop with original Certificate(s) of Insurance by 7Arrows agent(s). Use the standard Acord insurance form. Prior to the policy's expiration date and for the term of this Agreement, 7Arrows shall furnish Bastrop with renewed Certificates of Insurance.

SEVEN ARROWS
LAND STAFF

Task Order 1
City of Bastrop – West Side Collection System Improvements

In Fee Land Acquisition Services:

Title/Curative Services:	$2,500.00 per parcel
Document Services:	$1,000.00 per parcel
Negotiation Services:	$2,500.00 per parcel
Acquisition/Closing Service:	$2,500.00 per parcel
Estimated price per parcel:	$8,500.00
In Fee Land Acquisition Cost – 2 parcels:	$17,000.00

Easement/Temporary Easement Acquisition Services:

Title/Curative Services:	$1,500.00 per parcel
Document Services:	$750.00 per parcel
Negotiation Services:	$2,500.00 per parcel
Acquisition/Closing Services:	$2,500.00 per parcel
Estimated price per parcel:	$7,250.00
4 parcels -Easement/TCE Acquisition:	$29,000.00
Total Acquisition Services:	**$46,000.00**

Submitted by: Nicole Costanza
Nicole Costanza, Managing Partner

*Two, 2-hour meetings per month included; in excess will be billed at hourly rate
*Mileage, copies and/or postage included
*Invoices to be submitted by the 3rd of each month and are due 30 days from receipt

Partner Hourly Rate: $150.00

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 9BB

TITLE:
Consider action to approve Resolution No. R-2019-120 of the City Council of the City of Bastrop, Texas approving an on call professional planning and urban design services contract between the City of Bastrop and SimpleCity Design, LLC; as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager
Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:
The City of Bastrop City Council, set out to restore the goals of the community that will continue to preserve the history of Bastrop while embracing the impending grow that continues to travel east from Austin, Texas. City Council realized early that writing a "traditional" zoning ordinance would not achieve the Purpose Statement created, which is:

> "***To create a fiscally sustainable community through land-use regulations that are authentic Bastrop and geographically sensitive.***"

Through a common goal and shared vision the City Council set out to accomplish the daunting task. Now with clear policy guidance, City Staff and SimpleCity Design began the work of writing the new city codes. After a plethora of public meeting with citizens, developers, and home builders It was determined that a Unified Development Code to be known as Bastrop Building Block (B^3) Development Code, accompanied by a B^3 Pattern Book, and Technical Criteria Manual could be created that would ensure all aspects of the City's Purpose Statement would be achieved.

This code that has been developed to create a fiscally sustainable community, that are specifically geographically sensitive without having a one-size-fits-all approach, and ensuring that the end-result is Authentic Bastrop using the DNA analysis extracted from Downtown as its foundation.

Now that the B^3 code is on the agenda to be adopted on November 12, 2019, staff wants to ensure proper implementation of the codes to complete the Council's Vision. This on call professional services contract with SimpleCity Design will help achieve that goal. This contract will be on an as needed basis.

POLICY EXPLANATION:
As a part of the Policy Statement adopted by Council, staff recognizes that the single most important element of achieving fiscal sustainability through land use that is authentic to Bastrop and geographically sensitive will be the implementation of the newly adopted codes.

FUNDING SOURCE:
FY 20 Budget

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-120 of the City Council of the City of Bastrop, Texas approving an on call professional planning and urban design services contract between the City of Bastrop and SimpleCity Design, LLC; as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:
- Resolution
- SimpleCity on call contract

RESOLUTION NO. R-2019-120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AN ON CALL PROFESSIONAL PLANNING AND URBAN DESIGN SERVICES CONTRACT BETWEEN THE CITY OF BASTROP AND SIMPLECITY DESIGN, LLC; AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, once the Design and Code Rodeos were completed, it became obvious that writing a "traditional" zoning ordinance would not achieve the Purpose Statement created by Council, which is ***"to create a fiscally sustainable community through land-use regulations that are authentic Bastrop and geographically sensitive;"*** and

WHEREAS, it was also determined that it would also not resolved the conflicts that exists between Ordinances that regulate development in our existing Code of Ordinances; and

WHEREAS, it was determined that a Unified Development Code to be known as Bastrop Building Block (B^3) Development Code, accompanied by a B^3 Pattern Book, and Technical Criteria Manual could be created that would ensure all aspects of the City's Purpose Statement would be achieved; and

WHEREAS, now that the B^3 code is on the agenda to be adopted on November 12, 2019 staff wants to ensure proper implementation of the codes to complete the Council's Vision. This on call professional services contract will help achieve that goal; and

WHEREAS, SimpleCity Design will assist staff with the urban design aspects of the B^3 Codes by providing on call professional planning and urban design services; and

WHEREAS, City Council understands that implementation of the Bastrop Building Block Code (B^3) is one of the most important steps to achieving fiscal sustainability.

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

Section 1: That the City Manager is hereby authorized to execute a Contract with SimpleCity Design, LLC which is attached as Exhibit A.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th, day of November 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

October 30, 2019

Lynda Humble, City Manager
City of Bastrop, Texas
1311 Chestnut St.
Bastrop, Texas 78602

Dear Mrs. Humble,

Per your request, we are pleased to submit this proposal for Simplecity Design to provide on call professional consulting services to the City of Bastrop. On call services are defined in "Exhibit A" below with hourly rates for services.

We look forward to continue working with the staff, council, and community as the City implements the B^3 Code and accompanying development tools to better Bastrop's future.

Sincerely,

Matt Lewis, CNUa
CEO

Simplecity Design

SCOPE OF SERVICES- EXHIBIT "A"

TASKS:

1. Provide development review, assistance, recommendations, and revisions.
2. Attend meetings with City Staff for Development Review Committee (DRC), development submittals, site visits, or other meetings as requested.
3. Assist in the creation, review, or modifications of Regulating Plans, Neighborhood Plans or other plans as requested.
4. Attend meetings to provide City Council, and boards and commissions updates as requested.
5. Provide assistance with urban design, architectural review, street design, building types, lot occupancy or configurations, and other design related requests as needed.
6. Assist with plat review, place type change or designation requests, civic space determinations, building plans, site plans or other plans as requested.
7. Assist in B3 Code, pattern book, B3TM or other documents modifications, updates, or interpretations.
8. Assist in process updates, development manual revisions, or other procedural assistance as requested.

Hourly Rate For Services

Project Lead & Urban Design Staff: $200.00

Architecture & Illustrative Rendering Staff: $195.00

Planning & Design Staff: $150.00

GIS Staff: $125.00

Administrative Staff: $75.00

Other Fees

Travel, printing, material, and other cost associated with the provided services will be billed according to the cost of services.

CITY OF BASTROP, TEXAS ON CALL PROFESSIONAL PLANNING AND URBAN DESIGN SERVICES CONTRACT AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") dated this 30th day of October, 2019

Between:

City of Bastrop, Texas at 1311 Chestnut St., Bastrop, Texas 78602 (the “Client”)

- AND -

Simplecity Design, llc. at 120 W. Hopkins #101, San Marcos, Texas, 78666 (the "Contractor").

A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.

B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:

Services Described in Exhibit “A”.

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.

4. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 30 days' written notice to the other Party.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

7. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor at the for work preformed in each Task as described in Appendix “A”.

8. The Client will be invoiced monthly at rates as described in Exhibit “A”.

9. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.

10. The Compensation as stated in this Agreement does include sales tax, or other applicable duties as may be required by law.

Reimbursement of Expenses

11. The Contractors expenses incurred in connection with providing the Services of this Agreement will be invoiced to the client with associated tasks.

Ownership of Intellectual Property

12. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

13. The Contractor may use the Intellectual Property for promotion of work and past examples of work performed.

Return of Property

14. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

Capacity/Independent Contractor

15. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

Notice

16. All written notices, requests, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a. City of Bastrop
1311 Chestnut St., Bastrop, Texas 78602

b. Simple**city D**esign, llc.
120 W. Hopkins #101, San Marcos, Texas 78666

or to such other address as any Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Indemnification

17. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Modification of Agreement

18. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

19. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

20. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client, unless otherwise noted in “Exhibit A”.

Entire Agreement

21. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

22. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

23. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Governing Law

24. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted. Any disputes shall be resolved in Bastrop County.

Severability

25. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

26. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this October 30th, 2019

_____	_____
Lynda Humble, City Manager	Matthew Lewis, President
City of Bastrop, Texas (Client)	Simplecity design, llc (Contractor)

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 10A

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate the acquisition of property located on MLK Drive.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 10B

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 fire inspections of childcare facilities and schools.

STAFF REPRESENTATIVE:
Lynda K. Humble, City Manager

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 10C

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate the acquisition of outstanding easements on Main Street.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 10D

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate the acquisition of property and easements associated with the construction of Wastewater Treatment Plant #3.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 10E

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.086 of the Texas Government Code to discuss competitive matters related to Bastrop Power & Light (BP&L).

STAFF REPRESENTATIVE:
Lynda Humble, City Manager

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 10F

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to discuss with City Attorney pending litigation styled as Carolyn Smith, The Village at Hunters Crossing LLC and Lirtex Properties, LLC v. the City of Bastrop, et. al.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager

STAFF REPORT

MEETING DATE: November 12, 2019 **AGENDA ITEM**: 11

TITLE:
Take any necessary or appropriate action on matters posted for consideration in closed/executive session

STAFF REPRESENTATIVE:
Lynda Humble, City Manager