

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



February 22, 2022
Regular Meeting 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.

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

PLEASE NOTE: ANYONE IN ATTENDANCE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM AND GIVE THE COMPLETED FORM TO THE CITY SECRETARY PRIOR TO THE START OF THE CITY COUNCIL MEETING. ALTERNATELY, IF YOU ARE UNABLE TO ATTEND THE COUNCIL MEETING, YOU MAY COMPLETE A CITIZEN COMMENT FORM WITH YOUR COMMENTS AT WWW.CITYOFBASTROP.ORG/CITIZENCOMMENTFORM BEFORE 5:00 P.M. ON February 22, 2022. COMMENTS SUBMITTED BY THIS TIME WILL BE DISTRIBUTED TO THE CITY COUNCIL PRIOR TO MEETING COMMENCEMENT, REFERENCED AT THE MEETING, AND INCLUDED WITH THE MEETING MINUTES. COMMENTS FROM EACH INDIVIDUAL WILL BE LIMITED TO THREE (3) MINUTES WHEN READ ALOUD.

- 1. CALL TO ORDER**
 - 2. PLEDGE OF ALLEGIANCE** – Allison Ritchie and Marlie Malone, 3rd Graders, Bastrop Elementary School
TEXAS PLEDGE OF ALLEGIANCE
Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.
 - 3. INVOCATION** – Bob Long, Police Chaplain
 - 4. PRESENTATIONS**
 - 4A. Mayor's Report**
-

4B. Council Members' Report

4C. City Manager's Report

5. WORK SESSION/BRIEFINGS - NONE

6. STAFF AND BOARD REPORTS

6A. Receive presentation on the unaudited Monthly Financial Report for the period ending January 31, 2022. (Submitted by: Tracy Waldron, Chief Financial Officer)

7. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on February 22, 2022. Comments submitted by this time will be distributed to the city council prior to meeting commencement, referenced at the meeting, and included with the meeting minutes. Comments from each individual will be limited to three (3) minutes when read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.

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

8. CONSENT AGENDA

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

8A. Consider action to approve City Council minutes from the February 8, 2022, regular meeting and February 9, 2022, special meeting. (Submitted by: Ann Franklin, City Secretary)

8B. Consider action to approve Resolution No. R-2022-30 of the City Council of the City of Bastrop, Texas appointing Mayor Connie Schroeder as the General Assembly Representative to the Capital Area Council of Government (CAPCOG); authorizing the Mayor to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Paul A. Hofmann, City Manager)

9. ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider action to approve a recommendation to increase salaries for Water & Wastewater Distribution and Plant Operation staff. (Submitted by: Tanya Cantrell, Director of Human Resources)
- 9B. Consider action to approve a recommendation to increase salaries for the patrol division of the Bastrop Police Department. (Submitted by: Tanya Cantrell, Director of Human Resources)
- 9C. Consider action to approve Resolution No. R-2022-29 of the City Council of the City of Bastrop, Texas, approving a cost sharing agreement between the City of Bastrop and Lennar Homes of Texas Land and Construction LTD for the oversizing of water main improvements to a not to exceed amount of Eighty-Six Thousand, Nine Hundred and Nine Dollars (\$86,909.00) as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management)
- 9D. Hold a public hearing and consider action to approve the first reading of Ordinance No. 2022-08 of the City Council of the City of Bastrop, Texas, annexing the Colorado River, for 35.5 acres of land out of the Stephen F. Austin Survey, Abstract No. 2, located west of Lovers Lane and south of the Pecan Park Subdivision, as shown in Exhibit A, providing for findings of fact, adoption, establishing zoning and character district, repealer, severability, filing and enforcement; establishing an effective date; and proper notice and meeting, and move to include on the March 8, 2022 Regular Agenda for the second reading. (Submitted by: Jennifer Bills, Director of Planning)
- 9E. Hold a public hearing and consider action to approve the first reading of Ordinance No. 2022-04 of the City Council of the City of Bastrop, Texas, annexing Bastrop Colorado Bend Phase 1, for 312.61 acres of land out of the Stephen F. Austin Survey, Abstract No. 2, located west of Lovers Lane and southeast of the Colorado River, as shown in Exhibit A, providing for findings of fact, adoption, establishing zoning and character district, repealer, severability, filing and enforcement; establishing an effective date; and proper notice and meeting, and move to include on the March 8, 2022 Regular Agenda for the second reading. (Submitted by: Jennifer Bills, Director of Planning)
- 9F. Hold a public hearing and consider action to approve the first reading of Ordinance No. 2022-06 of the City Council of the City of Bastrop amending the Transportation Master Plan - Master Thoroughfare Plan and Street Grid for Bastrop Colorado Bend, LLP for 546.364 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2, to the west of Lovers Lane, located within the city limits of the City of Bastrop and the City of Bastrop Extraterritorial Jurisdiction; 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 and move to include on the March 8, 2022 Regular Agenda for the second reading. (Submitted by: Jennifer Bills, Director of Planning)

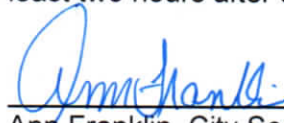
- 9G. Hold a public hearing and consider action to approve the first reading of Ordinance No. 2022-05 of the City Council of the City of Bastrop, amending the Comprehensive Plan by changing the Future Land Use designation from Rural Residential to Industry for Bastrop Colorado Bend, LLP for 312.591 +/- acres of land out of the Stephen F. Austin Survey Abstract 2, to the west of Lovers Lane, located within the city limits of the City of Bastrop, 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 and move to include on the March 8, 2022 Regular Agenda for the second reading. (Submitted by: Jennifer Bills, Director of Planning)
- 9H. Hold a public hearing and consider action to approve the first reading of Ordinance No. 2022-07 of the City Council of the City of Bastrop, Texas, approving the Bastrop Colorado Bend Zoning Concept Scheme, changing the zoning for 312.591 acres out of the Stephen F. Austin Survey Abstract 2, from P2 Rural to PEC Employment Center and establishing a plan on 312.591 acres, located west of Lovers Lane, within the city limits of the City of Bastrop, as shown in Exhibit A, providing for findings of fact, adoption, repealer, severability and enforcement, proper notice and meeting; and establishing an effective date and move to include on the March 8, 2022 Regular Agenda for the second reading. (Submitted by: Jennifer Bills, Director of Planning)
- 9I. Consider action to approve Resolution No. R-2022-33 of the City Council of the City of Bastrop, Texas, supports the proposed Washington Park Development located at 1500 Farm Street; the City Manager is authorized to grant a two hundred fifty dollar and no cents (\$250.00) reduction in fees for Washington Park to meet all program criteria; and establishing an effective date. (Submitted by: Paul A. Hofmann, City Manager)
- 9J. Consider action to approve Resolution No. R-2022-32 of the City Council of the City of Bastrop, Texas removing from office Kathryn Nash as chairperson and member of the Bastrop Economic Development Corporation; and establishing an effective date. (Submitted by: Connie Schroeder, Mayor)

10. ADJOURNMENT

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Thursday, February 17, 2022 at 5:00 p.m. and remained posted for at least two hours after said meeting was convened.


Ann Franklin, City Secretary



STAFF REPORT

MEETING DATE: February 22, 2022

AGENDA ITEM: 4A

TITLE:

Mayor's Report

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, 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: February 22, 2022

AGENDA ITEM: 4B

TITLE:

Council Members' Report

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, 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 salutory 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 salutory recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
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- (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: February 22, 2022

AGENDA ITEM: 4C

TITLE:

City Manager's Report

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, 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;
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- (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: February 22, 2022

AGENDA ITEM: 6A

TITLE:

Receive presentation on the unaudited Monthly Financial Report for the period ending January 31, 2022.

AGENDA ITEM SUBMITTED BY:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The Chief Financial Officer provides the City Council a monthly financial report overview for all funds to include detailed analysis for General Fund, Water-Wastewater Fund, Bastrop Power & Light and the HOT Tax Fund.

REVENUE

General Fund exceeded the forecast by over 18.5%

- Sales tax is 12.8% above forecast and 18% over same period prior year
- Development fees are 42% of the budgeted amount.

Street Maintenance and Capital Bond Projects are in negative status due to interest not meeting forecast.

Impact Fee Fund is in warning status.

All other funds are performing positive to forecast.

EXPENDITURES

All funds are positive to budgeted amounts.

The preliminary ending fund balance for General Fund at the end of FY2021 is \$7.18M which is \$1.6M over the projection used for the FY2022 budget. Increased sales tax revenue and development fees contributed to the variance along with salary savings on the expense side. This excess fund balance over the 25% set by policy will be addressed during the FY 2023 budget process.

This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, as adopted by Resolution R-2021-80 on August 24, 2021.

ATTACHMENTS:

- Unaudited Monthly Financial Report for the period ending January 31, 2022

CITY OF BASTROP

Comprehensive Monthly Financial Report January 2022



Performance at a Glance as of January 31, 2022



	YEAR TO DATE	REFERENCE
ALL FUNDS SUMMARY	POSITIVE	Page 3-4
SALES TAXES	POSITIVE	Page 5
PROPERTY TAXES	POSITIVE	Page 6
GENERAL FUND EXPENSE BY DEPARTMENT	POSITIVE	Page 7
WATER/WASTEWATER REVENUES	POSITIVE	Page 8
WATER/WASTEWATER EXPENDITURES BY DIVISION	POSITIVE	Page 9
ELECTRIC REVENUES	POSITIVE	Page 10
HOTEL OCCUPANCY TAX REVENUES	POSITIVE	Page 11
HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION	POSITIVE	Page 12
LEGAL FEES BY ATTORNEY/CATEGORY	POSITIVE	Page 13
PERFORMANCE INDICATORS		
POSITIVE	= Positive variance or negative variance < 1% compared to seasonal trends	
WARNING	= Negative variance of 1-5% compared to seasonal trends	
NEGATIVE	= Negative variance of > 5% compared to seasonal trends	

BUDGET SUMMARY OF ALL FUNDS

	FY2022 <u>Approved Budget</u>	FY2022 <u>Forecast YTD</u>	FY2022 <u>Actual YTD</u>	<u>Variance</u>
<u>Revenues:</u>				
General	\$ 15,481,868	\$ 6,382,689	\$ 7,562,177	18.5%
Designated	66,908	10,050	10,110	0.6%
Innovation	445,500	295,500	295,831	0.1%
Street Maintenance	3,000	850	714	-16.0%
Debt Service	3,358,143	2,240,206	2,659,516	18.7%
General Gov's Projects	457,000	50,000	50,000	0.0%
Water/Wastewater	6,958,580	2,044,699	2,420,343	18.4%
Water/Wastewater Debt	3,619,436	908,062	907,430	-0.1%
Water/Wastewater Capital Proj	481,000	160,333	158,962	-0.9%
Impact Fees	4,505,950	893,720	866,955	-3.0%
Vehicle & Equipment Replacement	1,560,236	1,217,030	1,217,440	0.0%
Electric	6,877,639	2,087,067	2,196,607	5.2%
HOT Tax Fund	2,226,904	664,759	1,080,368	62.5%
Library Board	20,600	6,033	10,272	70.3%
Cemetery	108,200	33,567	55,673	65.9%
Capital Bond Projects	1,027,708	4,517	3,681	-18.5%
Grant Fund	100,000	12,960	12,960	0.0%
Park/Trail Land Dedicaiton	1,365	455	470	3.3%
Hunter's Crossing PID	575,879	506,640	524,700	3.6%
Bastrop EDC	5,074,414	1,065,198	1,205,958	13.2%
TOTAL REVENUES	\$ 52,950,330	\$ 18,584,335	\$ 21,240,167	14.3%

POSITIVE

= Positive variance or negative variance < 1% compared to forecast

WARNING

= Negative variance of 1-5% compared to forecast

NEGATIVE

= Negative variance of >5% compared to forecast

COMPREHENSIVE MONTHLY FINANCIAL REPORT –January 2022

BUDGET SUMMARY OF ALL FUNDS

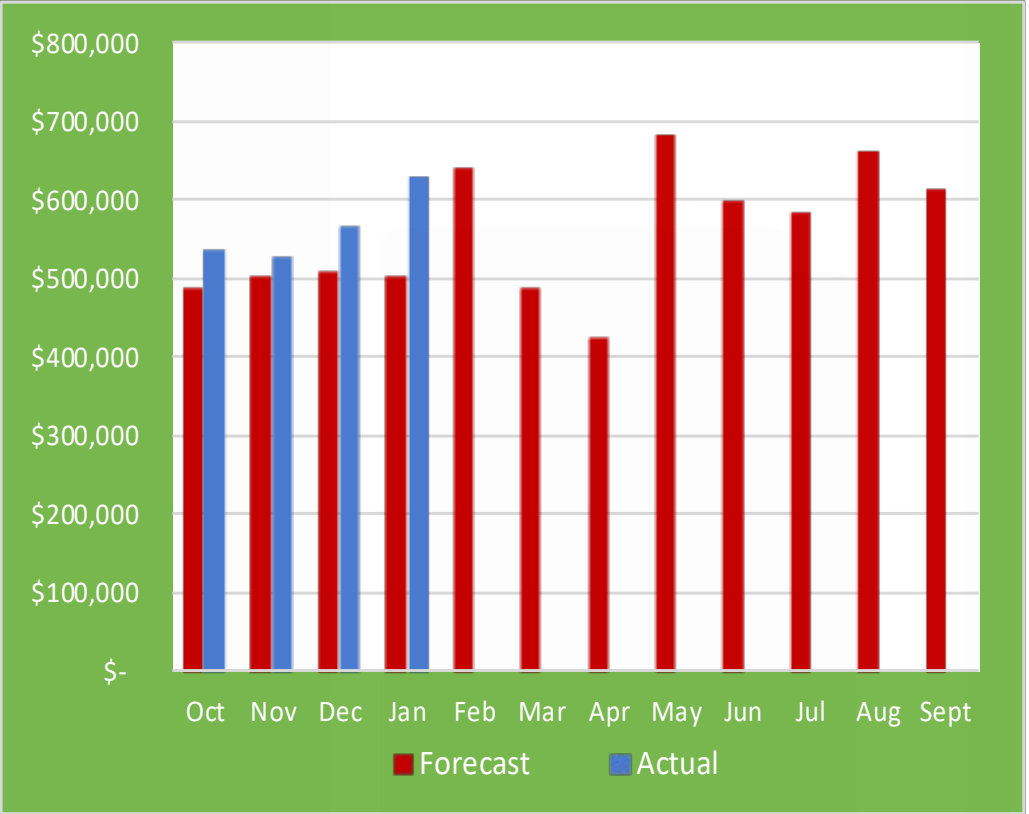
	FY2022 <u>Approved Budget</u>	FY2022 <u>Forecast YTD</u>	FY2022 <u>Actual YTD</u>	<u>Variance</u>
<u>Expense:</u>				
General	\$ 16,111,889	\$ 6,098,100	\$ 5,736,834	-5.9%
Designated	298,100	5,680	1,515	-73.3%
Innovation	445,500	2,070	2,066	-0.2%
Street Maintenance	655,000	29,904	30,144	0.8%
Debt Service	3,494,221	593,615	593,614	0.0%
General Gov't Projects	457,000	5,500	5,388	-2.0%
Water/Wastewater	7,442,749	2,618,518	2,404,120	-8.2%
Water/Wastewater Debt	3,992,281	1,074,337	1,074,337	0.0%
Water/Wastewater Capital Proj.	352,500	31,300	26,316	-15.9%
Revenue Bond, Series 2020	8,343,830	1,904,953	1,900,509	-0.2%
CO, Series 2021	35,720,000	2,602,115	2,527,965	-2.8%
Impact Fees	910,250	540,000	539,569	-0.1%
Vehicle & Equipment Replacement	1,231,430	139,000	139,710	0.5%
Electric	7,495,049	2,237,837	2,233,914	-0.2%
HOT Tax Fund	2,780,873	1,550,374	1,424,857	-8.1%
Library Board	87,950	29,317	815	-97.2%
Cemetery	148,828	45,859	36,009	-21.5%
Hunter's Crossing PID	572,547	68,862	59,180	-14.1%
CO, Series 2013	299,450	-	-	0.0%
Limited Tax Note, Series 2020	424,043	-	-	0.0%
Grant Fund	100,000	277,803	277,155	-0.2%
Bastrop EDC	5,296,378	658,209	402,061	-38.9%
TOTAL EXPENSES	\$ 96,659,868	\$ 20,513,353	\$ 19,416,078	-5.3%

POSITIVE	= Negative variance or positive variance < 1% compared to forecast
WARNING	= Positive variance of 1-5% compared to forecast
NEGATIVE	= Positive variance of >5% compared to forecast

REVENUE ANALYSIS

SALES TAX REVENUE

<u>Month</u>	<u>FY2022 Forecast</u>	<u>FY2022 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 485,995	\$ 533,267	\$ 47,272
Nov	499,587	525,903	\$ 26,316
Dec	507,178	564,058	\$ 56,880
Jan	500,737	625,837	\$ 125,100
Feb	638,271		\$ -
Mar	485,980		\$ -
Apr	423,143		\$ -
May	680,505		\$ -
Jun	597,880		\$ -
Jul	581,620		\$ -
Aug	658,217		\$ -
Sept	611,983		\$ -
Total	\$ 6,671,096	\$ 2,249,065	\$ 255,568
Cumulative Forecast	\$ 1,993,497		
Actual to Forecast	\$ 255,568	12.8%	

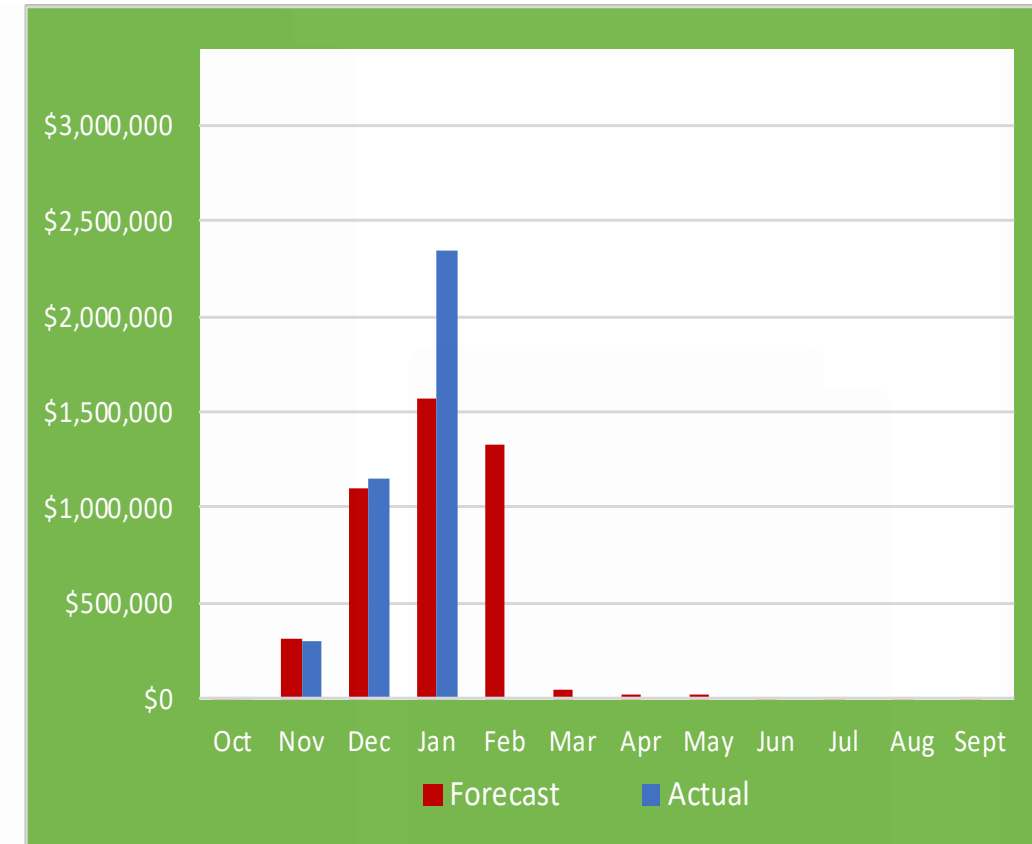


POSITIVE

Sales Tax is 42% of the total budgeted revenue for General Fund. The actual amounts for Oct. and Nov. are estimated due to the State Comptroller's two month lag in payment of these earned taxes. The actual is almost 13 % greater than forecasted and almost 18% over the same period last year.

PROPERTY TAX REVENUE

<u>Month</u>	<u>FY2022 Forecast</u>	<u>FY2022 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 150	\$ 182	\$ 32
Nov	309,543	300,872	\$ (8,671)
Dec	1,105,509	1,147,364	\$ 41,855
Jan	1,565,401	2,340,230	\$ 774,829
Feb	1,326,611		
Mar	44,220		
Apr	17,688		
May	17,688		
Jun	8,844		
Jul	8,844		
Aug	8,844		
Sept	8,694		
Total	\$ 4,422,036	\$ 3,788,648	\$ 808,045
Cumulative Forecast	\$ 2,980,603		
Actual to Forecast	\$ 808,045	27.11%	



POSITIVE

Property tax represents 31% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. The forecast has been updated based on actual payment patterns this fiscal year. The Actual is 27% over forecast.

GENERAL FUND EXPENDITURES BY DEPT.

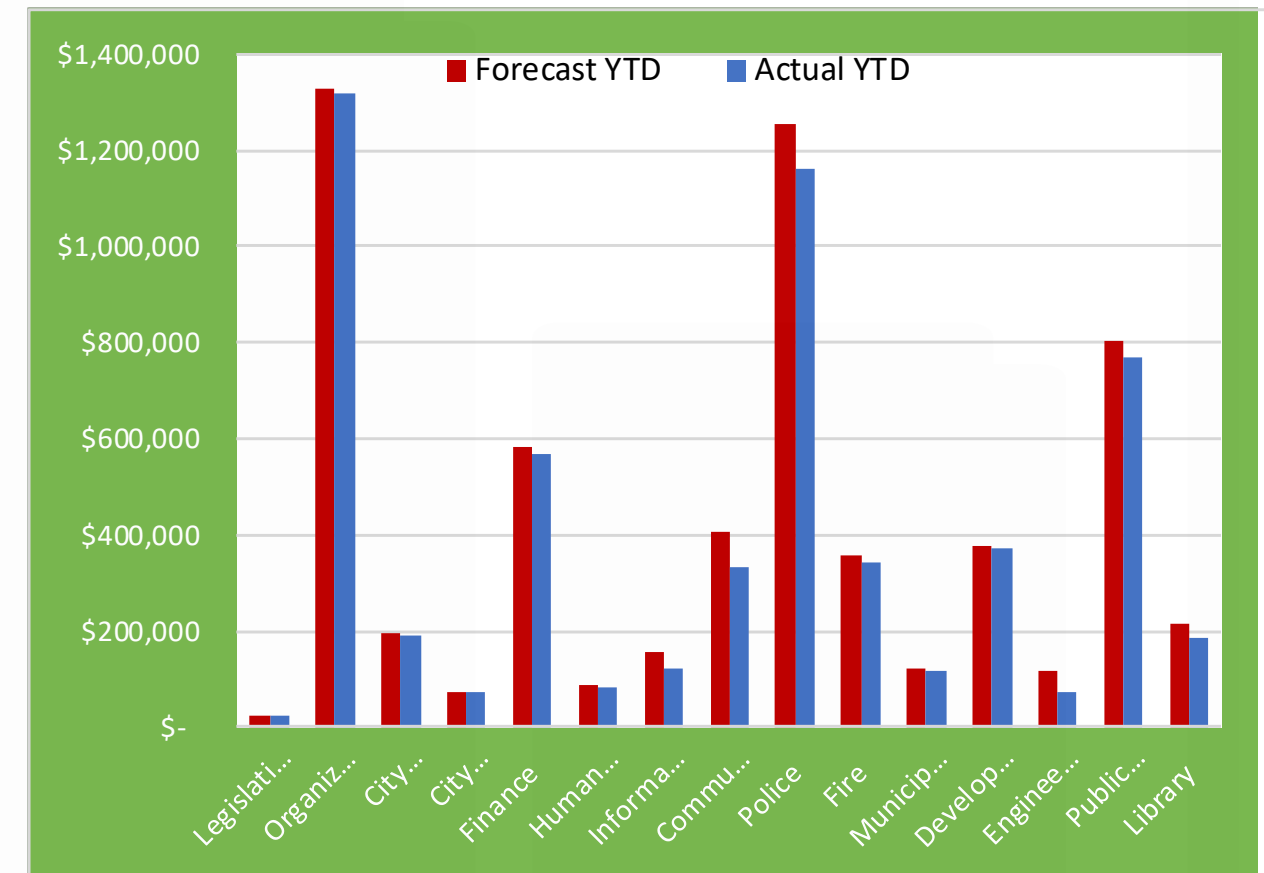
<u>Division</u>	<u>FY2022 Forecast YTD</u>	<u>FY2022 Actual YTD</u>	<u>Variance</u>
Legislative	\$ 26,200	\$ 25,031	\$ (1,169)
Organizational	1,325,780	1,320,234	\$ (5,546)
City Manager	196,370	188,343	\$ (8,027)
City Secretary	72,663	72,431	\$ (232)
Finance	581,276	568,464	\$ (12,812)
Human Resources	85,940	84,172	\$ (1,768)
Information Technology	158,857	123,193	\$ (35,664)
Community Engagemen	406,883	332,386	\$ (74,497)
Police	1,253,014	1,160,815	\$ (92,199)
Fire	357,456	342,765	\$ (14,691)
Municipal Court	120,706	117,528	\$ (3,178)
Development Services	375,465	373,150	\$ (2,315)
Engineering	115,829	74,118	\$ (41,711)
Public Works	805,131	767,666	\$ (37,465)
Library	216,530	186,538	\$ (29,992)
Total	\$ 6,098,100	\$ 5,736,834	\$ (361,266)

Actual to Forecast

94.1%

POSITIVE

This page in the financial report looks at forecast to actual by department within the General Fund. YTD the actual is 94% of forecast. We will continue to refine our forecast based on historic patterns and understanding of when payments are processed.

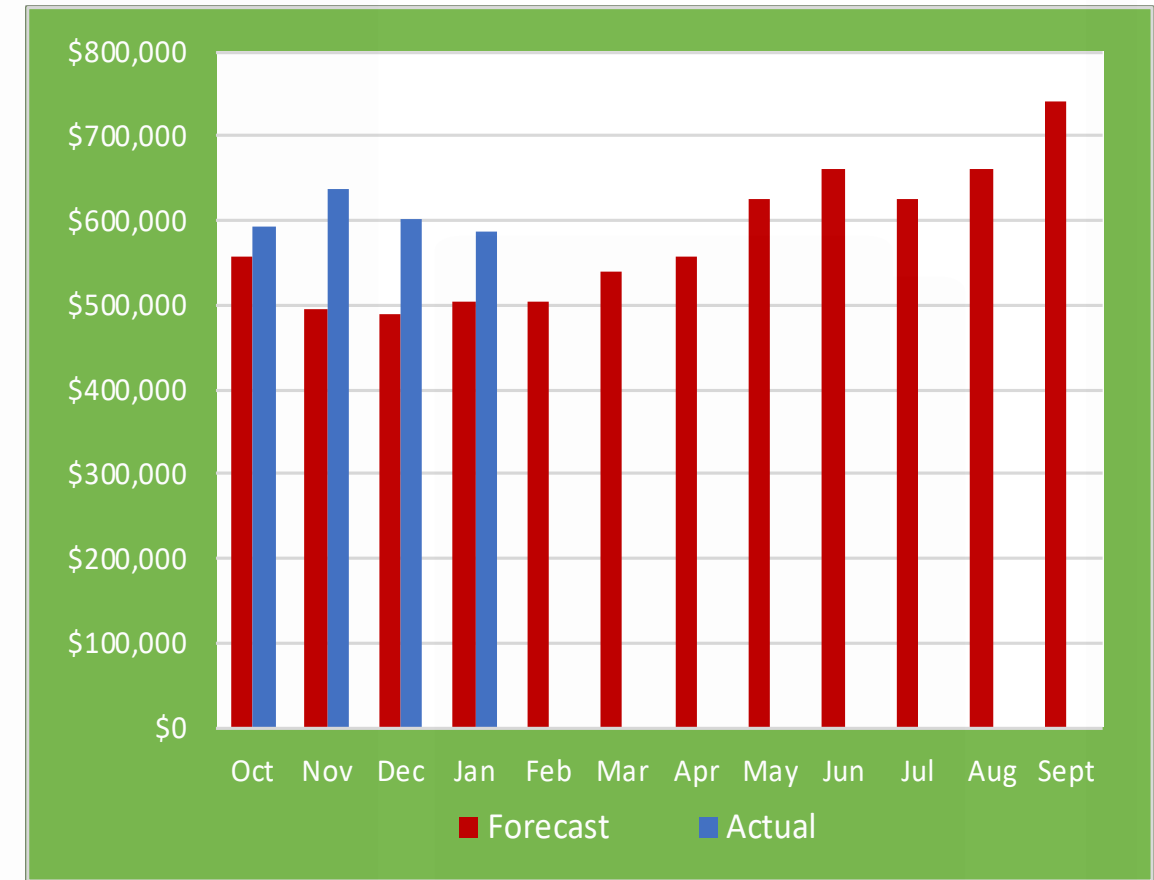


COMPREHENSIVE MONTHLY FINANCIAL REPORT –January 2022

REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

<u>Month</u>	<u>FY2022 Forecast</u>	<u>FY2022 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 556,791	\$ 592,481	\$ 35,690
Nov	494,957	637,628	\$ 142,671
Dec	487,757	602,279	\$ 114,522
Jan	505,193	587,955	\$ 82,762
Feb	504,957		
Mar	539,355		
Apr	556,791		
May	626,062		
Jun	660,698		
Jul	625,826		
Aug	660,461		
Sept	739,732		
Total	\$ 6,958,580	\$ 2,420,343	\$ 375,645
Cumulative Forecast	\$ 2,044,698		
Actual to Forecast	\$ 375,645	18.37%	



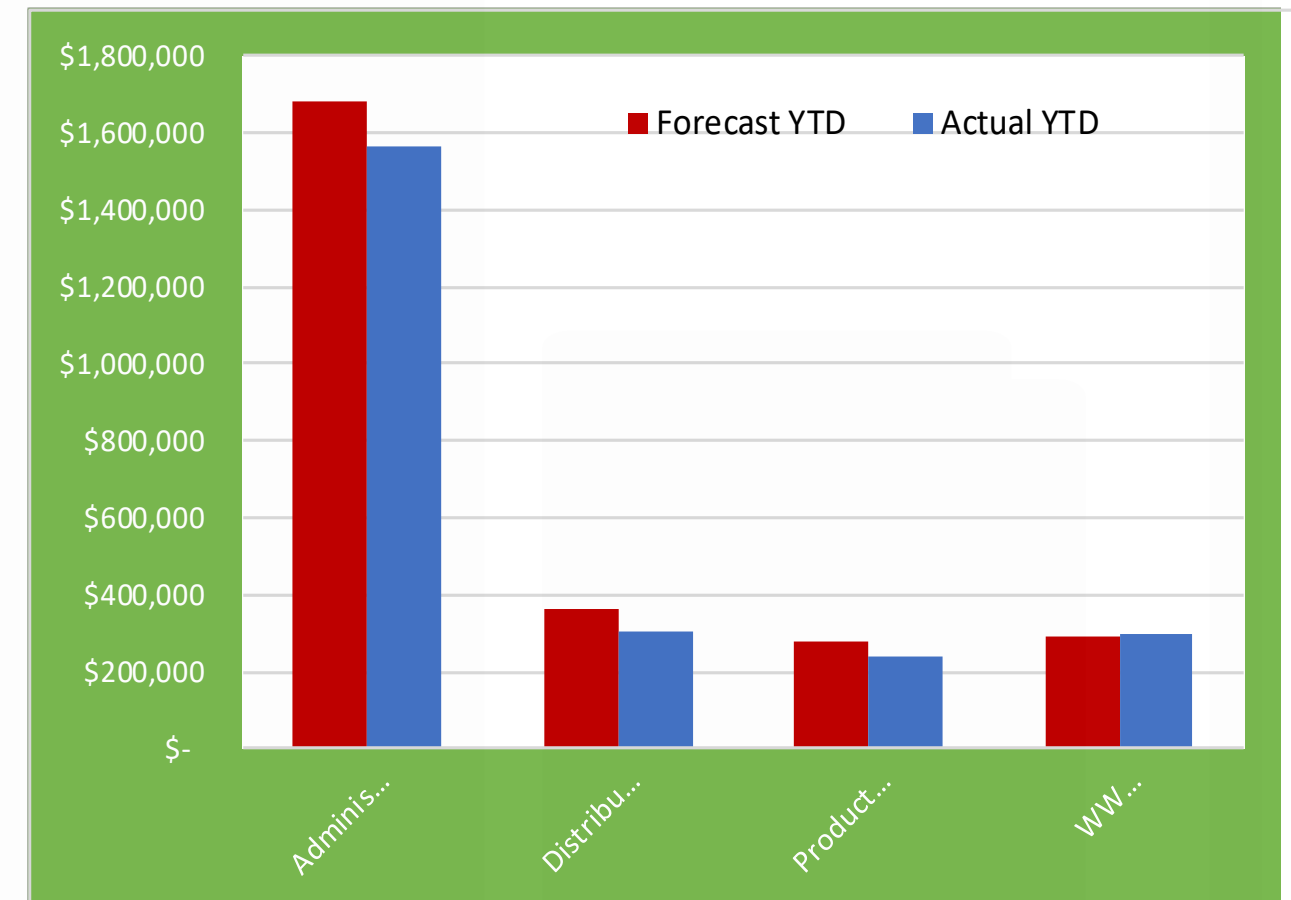
POSITIVE

The water and wastewater actual revenue is higher than forecast almost 18.5%. There were 6 new meters set this month all residential.

EXPENSE ANALYSIS

WATER/WASTEWATER EXPENDITURES BY DIVISION

<u>Division</u>	<u>FY2022 Forecast YTD</u>	<u>FY2022 Actual YTD</u>	<u>Variance</u>
Administration	\$ 1,682,844	\$ 1,564,338	\$ (118,506)
Distribution/Collection	362,646	305,065	\$ (57,581)
Production/Treatment	279,936	238,284	\$ (41,652)
WW Treatment Plant	<u>293,091</u>	<u>296,433</u>	<u>\$ 3,342</u>
 Total	 <u>\$ 2,618,517</u>	 <u>\$ 2,404,120</u>	 <u>\$ (214,397)</u>
 Actual to Forecast	 91.8%		



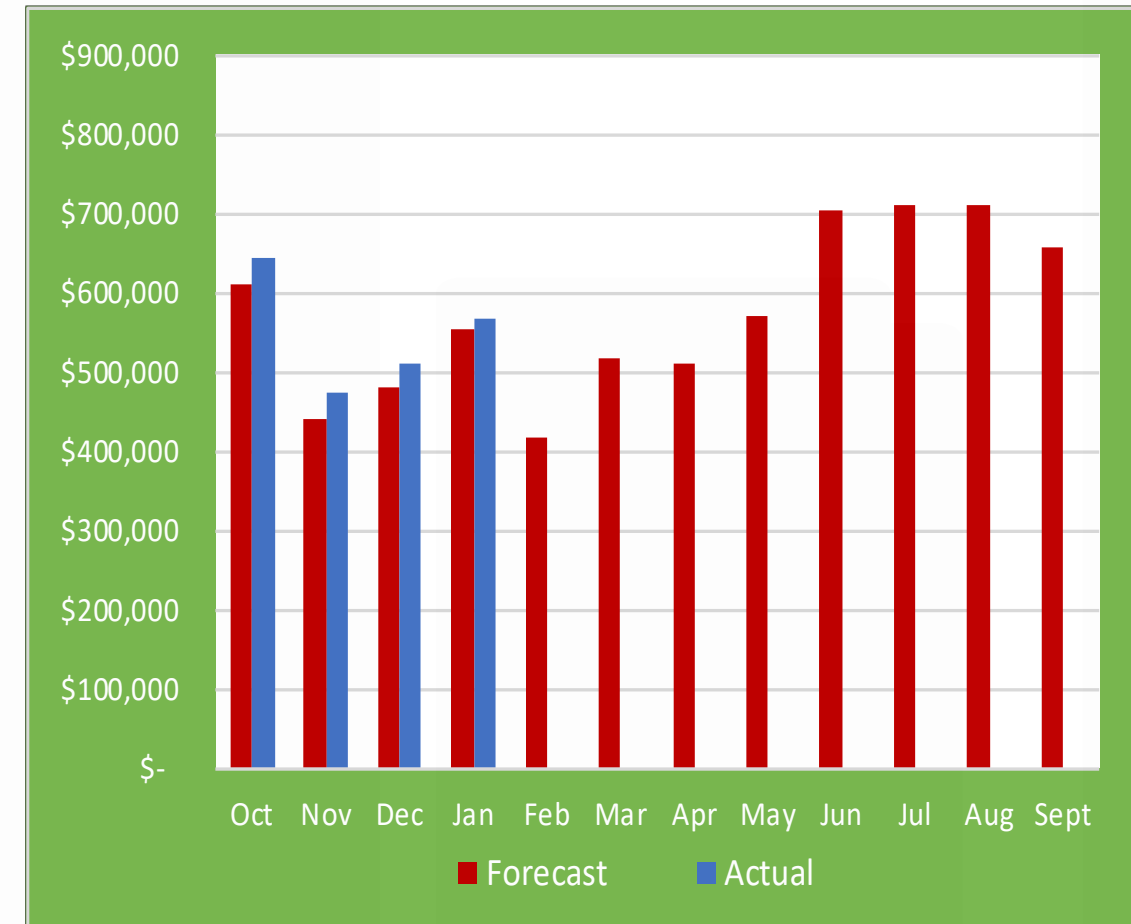
POSITIVE

This page tracks the actual to forecast by divisions within the Water/Wastewater department. The actual is 92% of forecast. Most of the variance is related to salary savings.

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

<u>Month</u>	<u>FY2022 Forecast</u>	<u>FY2022 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 609,386	\$ 643,338	\$ 33,952
Nov	441,560	475,082	\$ 33,522
Dec	481,473	510,608	\$ 29,135
Jan	554,648	567,579	\$ 12,931
Feb	418,436		
Mar	516,256		
Apr	509,604		
May	569,473		
Jun	702,515		
Jul	709,167		
Aug	709,167		
Sept	655,954		
Total	\$ 6,877,639	\$ 2,196,607	\$ 109,540
Cumulative Forecast	\$ 2,087,067		
Actual to Forecast	\$ 109,540	5.25%	



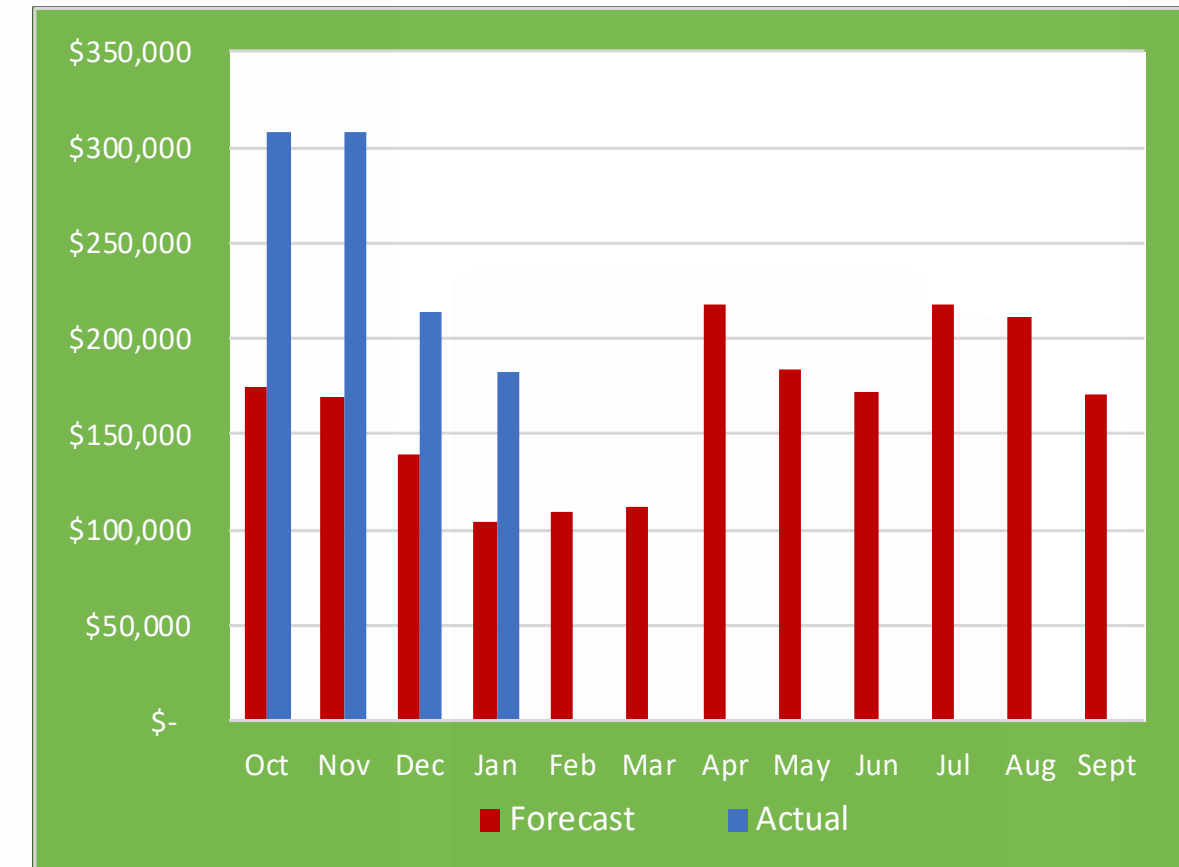
POSITIVE

The Electric utility revenue is slightly over 5% above forecasted revenue. There was 9 new meters set this month, all residential.

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

Month	FY2022 Forecast	FY2022 Actual	Monthly Variance
Oct	\$ 175,141	\$ 308,000	\$ 132,859
Nov	169,815	308,282	\$ 138,467
Dec	139,201	213,812	\$ 74,611
Jan	103,751	182,958	\$ 79,207
Feb	109,813		
Mar	111,466		
Apr	217,859		
May	183,880		
Jun	171,572		
Jul	217,551		
Aug	210,762		
Sept	170,537		
Total	\$ 1,981,348	\$ 1,013,052	\$ 425,144
Cumulative Forecast	\$ 587,908		
Actual to Forecast %	\$ 425,144	72.3%	



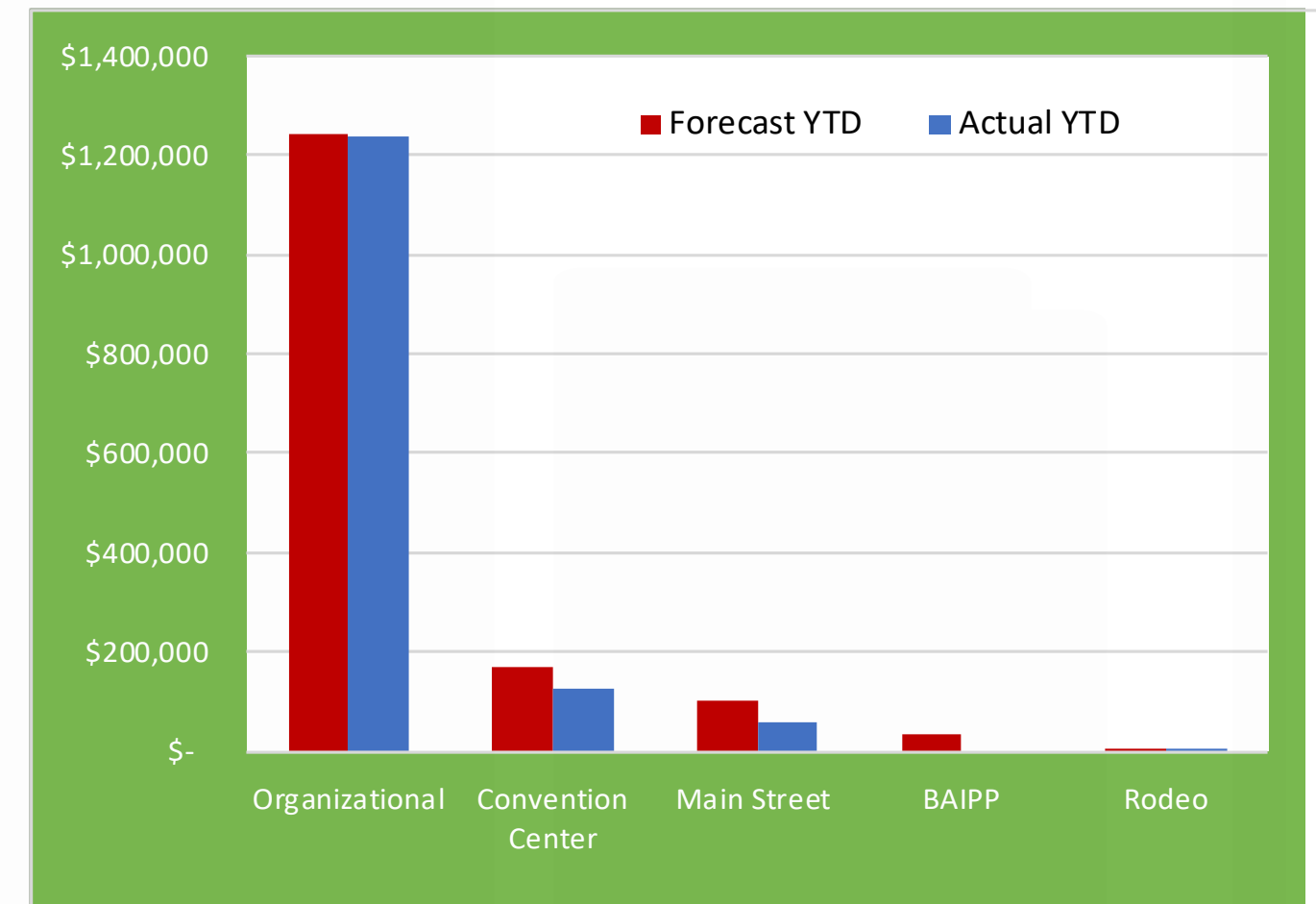
POSITIVE

So far YTD we are slightly over 72% positive actual to forecast. ***The Hotel Tax revenue YTD is \$570,333 more than same time last year.***

EXPENSE ANALYSIS

HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION

<u>Division</u>	<u>FY2022 Forecast YTD</u>	<u>FY2022 Actual YTD</u>	<u>Variance</u>
Organizational	\$ 1,241,619	\$ 1,240,486	\$ (1,133)
Convention Center	169,549	125,845	\$ (43,704)
Main Street	102,022	57,531	\$ (44,491)
BAIPP	36,217	-	\$ (36,217)
Rodeo	967	995	\$ 28
Total	\$ 1,550,374	\$ 1,424,857	\$ (125,517)
Actual to Forecast		91.9%	



POSITIVE

This report shows the actual to forecast for each division located in the Hotel Occupancy Tax Fund. YTD is reporting actual is almost 92% of forecast.

Legal fees by Attorney/Category

COMPREHENSIVE MONTHLY FINANCIAL REPORT – January 2022

FIRM	CASE	FY19-20	FY20-21	FY21-22
BUNDREN				
	Pine Forest Interlocal	\$ 1,298	\$ 944	\$ -
BOJORQUEZ				
	General Legal	\$ 185,102	\$ 166,756	\$ 80,534
	NEU Review	\$ -	\$ 8,493	\$ -
	Bastrop 552	\$ -	\$ 2,810	\$ 2,212
	COVID-19	\$ 8,687	\$ 186	\$ -
	Pine Forest Interlocal	\$ 1,275	\$ -	
	Prosecutor (Municipal Court)	\$ 15,526	\$ 16,331	\$ 12,699
	Water/WW	\$ 57,168	\$ 96,362	\$ 36,177
RUSSEL RODRIGUEZ HYDE				
	Hunter's Crossing PID	\$ 7,378	\$ 10,466	\$ 958
MULTIPLE FIRMS				
	XS Ranch Water Rights	\$ 4,888	\$ -	\$ -
	Hunter's Crossing PID	\$ 10,391	\$ -	\$ -
	WWW Contract reviews	\$ -	\$ 1,425	\$ 6,441
TAYLOR, OLSON, ADKINS, SRALLA & ELAM				
	71 Bastrop & MC Bastrop 71	\$ -	\$ 7,333	\$ 5,525
	Red Light Camera Suit	\$ 64	\$ -	\$ -
		\$ 291,777	\$ 311,106	\$ 144,546

SUMMARY OF CASE/TYPE

Row Labels	Sum of FY19-20	Sum of FY20-21	Sum of FY21-22
71 Bastrop & MC Bastrop 71	\$ -	\$ 7,333	\$ 5,525
Bastrop 552	\$ -	\$ 2,810	\$ 2,212
COVID-19	\$ 8,687	\$ 186	\$ -
General Legal	\$ 185,102	\$ 166,756	\$ 80,534
Hunter's Crossing PID	\$ 17,769	\$ 10,466	\$ 958
NEU Review	\$ -	\$ 8,493	\$ -
Pine Forest Interlocal	\$ 2,573	\$ 944	\$ -
Prosecutor (Municipal Court)	\$ 15,526	\$ 16,331	\$ 12,699
Red Light Camera Suit	\$ 64	\$ -	\$ -
W/WW Contract reviews	\$ -	\$ 1,425	\$ 6,441
Water/WW	\$ 57,168	\$ 96,362	\$ 36,177
XS Ranch Water Rights	\$ 4,888	\$ -	\$ -
Grand Total	\$ 291,777	\$ 311,106	\$ 144,546



STAFF REPORT

MEETING DATE: February 22, 2022

AGENDA ITEM: 7

TITLE:

CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on February 22, 2022. Comments submitted by this time will be distributed to the city council prior to meeting commencement, referenced at the meeting, and included with the meeting minutes. Comments from each individual will be limited to three (3) minutes when read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.

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



STAFF REPORT

MEETING DATE: February 22, 2022

AGENDA ITEM: 8A

TITLE:

Consider action to approve City Council minutes from the February 8, 2022, regular meeting and February 9, 2022, special meeting.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Ann Franklin, City Secretary recommends approval of the City Council minutes from the February 8, 2022, regular meeting and February 9, 2022, special meeting.

ATTACHMENTS:

- February 8, 2022, DRAFT Regular Meeting Minutes.
- February 9, 2022, DRAFT Special Meeting Minutes.



FEBRUARY 8, 2022

The Bastrop City Council met in a regular meeting on Tuesday, February 8, 2022, at 5:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder and Mayor Pro Tem Nelson and Council Members Jackson, Crouch, Rogers, and Peterson. Officers present were City Manager, Paul A. Hofmann; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

CALL TO ORDER – EXECUTIVE SESSION

Mayor Schroeder called the meeting to order at 5:30 p.m. with a quorum present. Council Member Peterson was not present.

EXECUTIVE SESSION

The City Council met at 5:30 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 2A. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.087 to seek the advice of legal counsel regarding the enactment of Economic Development policies, approval of a Support Services Agreement with the Bastrop Economic Development Corporation, and related matters.

Mayor Schroeder recessed the Executive Session at 6:31 p.m.

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

No action taken.

CALL TO ORDER – REGULAR SESSION

Mayor Schroeder called the Regular Council Meeting to order at 6:31 p.m. Council Member Peterson arrived at the meeting.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Nelson, led the Pledge of Allegiance.

INVOCATION

Stephen Heleman, Lead Pastor for Calvary Baptist Church, gave the invocation.

PRESENTATIONS

- 7A. Presentations acknowledging the service and contributions of outgoing Mayor Pro Tem Lyle Nelson.

RECEPTION FOR MAYOR PRO TEM NELSON

Mayor Schroeder recessed the Council Meeting at 6:43 p.m.

Mayor Schroeder called the Council Meeting back to order at 6:53 p.m.

- 7B. Mayor's Report

- 7C. Council Members' Report
- 7D. City Manager's Report
- 7E. A proclamation of the City Council of the City of Bastrop, Texas, recognizing the month of February as Black History Month. (Submitted by: Ann Franklin, City Secretary)
Presentation was made by Mayor Schroeder.

WORK SESSION/BRIEFINGS – NONE

STAFF AND BOARD REPORTS

- 9A. Receive presentation on the FY 2022 First Quarterly Report. (Submitted by: Rebecca Gleason, Assistant City Manager)
Presentation was made by Rebecca Gleason, Assistant City Manager.

CITIZEN COMMENTS

Moiz Ahi
103 County Road 180, Unit 9
Leander, TX 78641
512.825.7733

Joe Grady Tuck
1503 Wilson St.
Bastrop, TX 78602
512.925.2702

CONSENT AGENDA

A motion was made by Council Member Jackson to approve Items 11A, 11C, and 11D as listed on the Consent Agenda after being read into the record by City Secretary, Ann Franklin. Seconded by Council Member Crouch, motion was approved on a 5-0 vote.

- 11A. Consider action to approve City Council minutes from the January 25, 2022, Regular meeting. (Submitted by: Ann Franklin, City Secretary)
- 11C. Consider action to approve Resolution No. R-2022-24 of the City Council of the City of Bastrop, Texas to award a Grant Administrative Service contract to GrantWorks to provide pre-award and post-award administrative services for the FEMA Hazard Mitigation Grant Program application: authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
- 11D. Consider action to approve Resolution No. R-2022-25 of the City Council of the City of Bastrop, Texas approving a list of qualified engineering firms to provide pre-award and post-award through FEMA Hazard Mitigation Grant Program application: authorizing the City Manager to execute all necessary documents; providing for a

repealing clause; and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)

DISCUSSION ITEM

- 11B. Consider action to approve the second reading of Ordinance No. 2022-03 of the City Council of the City of Bastrop, Texas, calling for and establishing the procedures for a May 7, 2022, Special Election for the purpose of amending the Home Rule Charter; and providing an effective date. (Submitted by: Ann Franklin, City Secretary)

SPEAKERS

Cheryl Lee

801 Laurel St.

512.636.0374

Ishmael Harris

613 Rebecca Ln.

Bastrop, TX 78602

512.653.2562

Cynthia Myer

110 Briar Forest Dr.

Bastrop, TX

512.332.6882

A motion was made by Council Member Jackson to amend the ordinance by modifying Proposition I to remove reference to the size of the Planning and Zoning members in the Charter, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

A motion was made by Council Member Jackson to approve the second reading of Ordinance No. 2022-03 as amended by the previous motion, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

ITEMS FOR INDIVIDUAL CONSIDERATION

- 12A. Consider action to approve Resolution No. 2022-26 of the City Council of the City of Bastrop, Texas enacting a policy regarding the Bastrop Economic Development Corporation. (Submitted by: Paul A. Hofmann, City Manager)

A motion was made by Council Member Rogers to approve Resolution No. R-2022-26, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

- 12B. Consider action to approve Resolution No. 2022-27 of the City Council of the City of Bastrop, Texas a support services agreement between the City of Bastrop, Texas and the Bastrop Economic Development Corporation. (Submitted by Paul A. Hofmann, City Manager)

A motion was made by Council Member Rogers to approve Resolution No. R-2022-27, seconded by Council Member Jackson, motion was approved on a 5-0 vote.

- 12C. Consider action to approve Resolution No. R-2022-20 of the City Council of the City of Bastrop, Texas, approving a professional services contract with Garver, LLC for

the Old Iron Bridge Project and Loop 150 Corridor Study in an amount not to exceed one-hundred ninety eight thousand three hundred thirty four dollars (\$198,334.00); as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Jennifer Bills, Director of Planning Department.)

Presentation was made by Jennifer Bills, Director of Planning Department.

A motion was made by Mayor Pro Tem Nelson to approve Resolution No. R-2022-20, seconded by Council Member Jackson, motion was approved on a 5-0 vote.

Adjourned at 8:53 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin

The Minutes were approved on February 22, 2022, by Council Member motion, Council Member second. The motion was approved on a vote.

FEBRUARY 9, 2022

The Bastrop City Council met in a special meeting on Wednesday, February 9, 2022, at 5:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder and Mayor Pro Tem Nelson and Council Members Jackson, Crouch, Rogers, and Peterson. Officers present were City Manager, Paul A. Hofmann; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

CALL TO ORDER

Mayor Schroeder called the meeting to order at 5:00 p.m.

OATH OF OFFICE

- 2A. Consider action to approve Resolution No. R-2022-28 of the City Council of the City of Bastrop, Texas to canvass Election returns and declare results of the January 29, 2022, Special Election for the unexpired term of Place 3 of the Bastrop City Council; and establishing an effective date.

A motion was made by Council Member Jackson to approve Resolution No. R-2022-28, seconded by Mayor Pro Tem Nelson, motion was approved on a 5-0 vote.

- 2B. Incoming Council Member Kevin Plunkett, Place 3
- Swearing Oath of Office, The Honorable Chris Duggan, State District Judge, District 423
 - Signature of Official Documents
 - Welcome by Council
 - Comments by Council Member Kevin Plunkett

3. **ELECTION OF MAYOR PRO TEM**

A motion was made by Council Member Rogers to nominate Council Member Peterson as Mayor Pro Tem, seconded by Council Member Jackson, motion was approved on a 5-0 vote.

**RECEPTION FOR NEW COUNCIL MEMBER IMMEDIATELY FOLLOWING
ADJOURNMENT OF MEETING.**

Adjourned at 5:11 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin

The Minutes were approved on February 22, 2022, by Council Member motion, Council Member second. The motion was approved on a vote.



STAFF REPORT

MEETING DATE: February 22, 2022

AGENDA ITEM: 8B

TITLE:

Consider action to approve Resolution No. R-2022-30 of the City Council of the City of Bastrop, Texas appointing Mayor Connie Schroeder as the General Assembly Representative to the Capital Area Council of Government (CAPCOG); authorizing the Mayor to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, City Manager

BACKGROUND/HISTORY:

The City of Bastrop, Texas is a member of the Capital Area Council of Governments (CAPCOG). CAPCOG is composed of official representatives including cities, counties, school districts, chambers of commerce, non-profit agencies and other agencies that have an interest in regionalism and programs such as emergency communications, homeland security, planning and economic development, law enforcement, and air quality.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Recommend approval of Resolution No. R-2022-30 of the City Council of the City of Bastrop, Texas appointing Mayor Connie Schroeder as the General Assembly Representative to the Capital Area Council of Government (CAPCOG); authorizing the Mayor to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- CAPCOG Appointment Form – General Assembly Representative

RESOLUTION NO. R-2022-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPOINTING MAYOR CONNIE SCHROEDER AS THE GENERAL ASSEMBLY REPRESENTATIVE TO THE CAPITAL AREA COUNCIL OF GOVERNMENT (CAPCOG); AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas is a member of the Capital Area Council of Governments (CAPCOG); and

WHEREAS, CAPCOG is composed of official representatives including cities, counties, school districts, chambers of commerce, non-profit agencies and other agencies that have an interest in regionalism and programs such as emergency communications, homeland security, planning and economic development, law enforcement, and air quality; and

WHEREAS, Mayor Connie Schroeder represents the City of Bastrop on the CAPCOG Clean Air Coalition by active participation;

WHEREAS, the City Council appoints Mayor Connie Schroeder to be the General Assembly Representative to CAPCOG.

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

Section 1. The Mayor is hereby authorized to execute Appointment Form – General Assembly Representative – CAPCOG appointing Mayor Connie Schroeder as Bastrop’s designee.

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. 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 22nd day of February 22.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



APPOINTMENT FORM - GENERAL ASSEMBLY REPRESENTATIVE CAPITAL AREA COUNCIL OF GOVERNMENTS

The governing bodies of CAPCOG's members designate General Assembly representatives.

Counties: Official appointments are made at Commissioners Court.
Cities, Towns, Villages: Official appointments are made at City Council meetings.
Organizations: Official appointments are made by the Board or other governing body.

PLEASE COMPLETE THE FOLLOWING SECTION

Governing Body:

_____ County Commissioners Court (e.g., Travis County Commissioners Court)

-OR-

Bastrop _____ City Council (e.g., Austin City Council)

-OR-

_____ Other (Board or other governing body)

City of Bastrop

City, County, or Organization being represented

Connie Schroeder

Name of Representative

Mayor

Position

1311 Chestnut St.

Address

Bastrop 78602

City, Zip Code

(512) 332-8800

Telephone Number

(512) 338-8819

Fax Number

Cschroeder@cityofbastrop.org

Email address (General Assembly Reps. will be subscribed to the CAPCOG Connections, Training, & Data Points email lists)

Check One:

_____ Reappointment

☒ Filling Vacancy

_____ Changing Representative

Name of Previous Representative

I confirm our governing body appointed the above individual to serve as a CAPCOG General Assembly

Representative for the above entity on February 22, 2022
Date of Meeting

Signature of Chief Elected Official/Chair of Governing Board

Date

Please fax this form to 512-916-6001 or email to dbrea@capcog.org. For questions about completing this form, call Deborah Brea at 512-916-6018



STAFF REPORT

MEETING DATE: February 22, 2022

AGENDA ITEM: 9A

TITLE:

Consider action to approve a recommendation to increase salaries for Water & Wastewater Distribution and Plant Operation staff.

AGENDA ITEM SUBMITTED BY:

Tanya Cantrell, Human Resources Director

BACKGROUND/HISTORY:

The Water & Wastewater Distribution Division of Public Works is funded to have six Systems Technicians, a Foreman, and a Crew Leader. The Division is charged with ensuring public safety by maintaining seventy-seven miles of water mains, 4,068 water connections, 769 fire hydrants, 1,372 valves, sixty-three miles of wastewater system mains, 3,619 wastewater connections, and 700 manholes.

In December of 2021, there were five vacant System Technician positions that were unable to be filled. As the result of being unable to fill those positions, we asked Public Sector Personnel Consultants (PSPC), the third-party consultant that completed the City's compensation study in 2021, to look at the market rates for those positions and found that our competition's starting salaries were falling in the mid-range of the City's pay schedule. In an effort to recruit the experience needed, and also compete with other jurisdictions, the salary for vacant Water & Wastewater Systems Technicians positions was increased from \$15.15 per hour to \$18.03 per hour (\$37,502 annually). In order to retain our experienced Systems Technicians and Operators, remain competitive in the market, minimize salary compression, and maintain internal equity, the current Systems Technicians and Operator salaries must also be adjusted. This is in addition to adjustments made a few pay periods ago. The estimated cost of the new pay grade placements for all employees in Water & Wastewater Distribution and Plant Operations for the remainder of FY2022 is approximately \$60,000. The impact to the FY2023 budget would be approximately \$92,000.

Because the change in salaries impacts future budgets, we are asking City Council to approve this base salary increase.

FISCAL IMPACT:

There will be no impact on the FY2022 budget due to salary savings.

RECOMMENDATIONS FOR FY2022:

Tanya Cantrell, Director of Human Resources recommends the City Council of the City of Bastrop, Texas approve the recommended salary increases in order to recruit and retain experienced Water & Wastewater Distribution and Plant Operations staff.

RECOMMENDATIONS FOR INCLUSION IN FY2023 BUDGET:

- Plan to budget for step increases.
- Increase the base budget by \$92,000

ATTACHMENTS:

Memo

TO: Paul A. Hofmann, City Manager
From: Curtis Hancock, Director of Public Works
Date: February 16, 2022
Subject: W-WW Salary Increase Justification



=====

Due to volatility in the labor market coupled with rising inflation, the City's ability to recruit and retain personnel within the Water and Wastewater Division has been negatively affected. We have lost employees and potential candidates to other utility systems multiple times in the past twelve to eighteen months (City of Kyle, City of Austin), as well as generally less-skilled market employers (solid waste, general maintenance/landscaping), where higher wages are being offered.

The Water and Wastewater Division has not been fully staffed in over a year, with as many as five Systems Technician vacancies (~70%) in December 2021. The starting salary for W/WW System Technicians was increased from \$15.15/hour to \$18.03/hour, effectively increasing our applicant pool and reducing our current vacancies to three. However, the increase in starting salary for entry level positions has created salary inequalities amongst our more experienced employees and supervisors. It is my belief that if this issue is not promptly addressed and resolved, the City can expect to lose valuable, experienced water and wastewater leaders that play a vital role in ensuring the public health and safety of our water and wastewater customers.

In order to retain our experienced personnel and minimize salary compression, a pay step adjustment is recommended.

WATER & WASTEWATER RECOMMENDED SALARY ADJUSTMENTS											
DEPARTMENT DIVISION	POSITION TITLE	CURRENT SALARY GROUP/STEP	ANNUAL PAY	HOURLY RATE	CERTIFICATION	YEARS OF W/WW EXPERIENCE				Recommended Salary (Increase from current budgeted salary)	PROPOSED SALARY GROUP/STEP
						Less than 1 Year	1-5 Years	6-10 Years	10 + Years		
DISTRIBUTION											
	W/WW Foreman	G18 S3	\$ 46,488	\$ 22.35	Class C: W & WW			8		\$25.28 (\$2.93)	G18 S8
	W/WW Crew Leader	G17 S5	\$ 46,508	\$ 22.36				7		\$24.08 (\$1.72)	G17 S8
	W/WW Systems Tech	G11 S13	\$ 42,432	\$ 20.40				6		\$21.97 (\$1.57)	G11 S16
	W/WW Systems Tech	G11 S8	\$ 37,502	\$ 18.03						\$18.03 (\$2.88)	G11 S8
	W/WW Systems Tech	G11 S8	\$ 37,502	\$ 18.03						\$18.03 (\$2.88)	G11 S8
	W/WW Systems Tech	G 11	\$ 37,502	\$ 18.03						\$18.03 (\$2.88)	G11 S8
	W/WW Systems Tech	G 11	\$ 37,502	\$ 18.03						\$18.03 (\$2.88)	G11 S8
	W/WW Systems Tech	G 11	\$ 37,502	\$ 18.03						\$18.03 (\$2.88)	G11 S8
PLANT OPERATIONS											
	Chief Plant Operator	G20 S3	\$ 51,230	\$ 24.63	Class B: W & WW			7		\$27.86 (\$3.23)	G20 S8
	W/WW Plant Operator B	G17 S6	\$ 47,674	\$ 22.92	Class B: W & WW		5			\$25.30 (\$2.38)	G17 S10
	W/WW Plant Operator B	G17 S12	\$ 55,286	\$ 26.58	Class B: W Class C: WW				15	\$28.63 (\$2.05)	G17 S15
	W/WW Plant Operator C	G15 S1	\$ 38,251	\$ 18.39	Class C: W/WW		3			\$20.30 (\$1.91)	G15 S5
	W/WW Plant Operator C	G15 S3	\$ 40,186	\$ 19.32	Class C: W			6		\$21.86 (\$2.54)	G15 S8
	W/WW Plant Operator C	G15 S9	\$ 46,613	\$ 22.41	Class C: W & WW				12	\$25.35 (\$2.94)	G15 S14
	W/WW Plant Operator C	G15 S2	\$ 39,207	\$ 18.85	Class C: W		2			\$20.30 (\$1.45)	G15 S5



STAFF REPORT

MEETING DATE: February 22, 2022

AGENDA ITEM: 9B

TITLE:

Consider action to approve a recommendation to increase salaries for the patrol division of the Bastrop Police Department.

AGENDA ITEM SUBMITTED BY:

Tanya Cantrell, Human Resources Director

BACKGROUND/HISTORY:

Policing is changing in significant ways. The work of policing is becoming more complex, and communities are demanding far-reaching change. These changes go to the core of what police officers should do for their communities and how they should do it. As a result, the knowledge, skills, and attitudes for good policing must be redefined. In addition, departments must move beyond the struggle to get enough applicants to fill vacant positions and begin to focus on methods and incentives that help them attract and retain top talent. This means abandoning traditional approaches that emphasize meeting minimum qualifications and considering strategies that raise the bar and embrace change.

The Bastrop Police Department is dedicated to attracting top talent by recruiting officers that intend to have meaningful careers with the department. Top talent officers have the attributes and skills of integrity, service orientation, empathy, tolerance, self-control, team orientation, communication, critical thinking, mediation skills, decision-making skills, problem-solving skills, knowledge of mental illness, knowledge of drug addiction and drug-induced medical conditions, cultural awareness, defensive tactics, and physical stamina. All successful police departments desire and compete for applicants that possess or are willing to learn these traits and qualities.

The department is competing for the best applicants and retaining the best talent against all police agencies in central Texas.

The crisis in policing, the “great-resignation”, and COVID-19 have greatly contributed to continuous patrol openings due to attrition from transfers to retirements.

To recruit and retain top talent, and begin competing with other jurisdictions for this talent, the Police Department proposes an hourly wage increase for patrol officers and sergeants of 12.5% for the remainder of FY2022. This equals approximately \$80,000 in salary increase. The impact to the FY2023 budget would be approximately \$160,000 for sworn personnel departmental-wide, fully staffed, and excluding the Chief of Police. In addition, about \$62,000 is allocated from salary savings in FY2022 for two cadets to attend CAPCOG’s police academy. This amount will be required in FY2023 to train new recruits.

Because the change in salaries impacts future budgets, we ask City Council to approve this base salary increase.

FISCAL IMPACT:

There will be no impact on the FY2022 budget due to salary savings.

RECOMMENDATIONS FOR FY2022:

Tanya Cantrell, Director of Human Resources recommends the City Council of the City of Bastrop, Texas approve the recommended salary increases in order to recruit and retain top talent at the Bastrop Police Department.

RECOMMENDATIONS FOR INCLUSION IN FY2023 BUDGET:

- Plan to budget for step increases.
- Increase the base budget by between \$160,000.

ATTACHMENTS:

Memorandum by Clint Nagy, Chief of Police



TO: Paul A. Hofmann, City Manager

FROM: Clint Nagy, Chief of Police

DATE: February 16, 2022

SUBJECT: City of Bastrop Police Department's Patrol
Salary Increase Proposal



=====

The City of Bastrop Police Department, like all police departments, large to small, progressive to traditional, is in a policing crisis. As a result, all of these agencies are simultaneously competing to recruit, hire, and retain patrol officers from the same talent pool.

Since 2002, the dialog in law enforcement has revolved around anecdotal evidence about the difficulty of hiring qualified police officers, especially those assigned to patrol. More recently, the concerns have become more frequent, more complex, and more dire. This has correlated with a series of high-profile police shootings, the uncertainty of the Covid-19 pandemic, and the "great-resignation." Lately, the police department has focused its attention on retaining and recruiting not just good but excellent officers who can provide a high level of service to our community by being guardians of the public.

From the beginning of 2020 through present, the Police Department has had an above-normal attrition rate. In all, twelve officers have left the department, with over half having left under looming performance improvement plans, pressure to perform, or terminated for cause. The remainder chose to retire or left for better opportunities.

Data Collection

In January 2022, the Police Department began a data-intensive study to identify the steps for hiring and retaining the best patrol officers who can read situations, balance competing demands, know the law, have the skills to do the traditional work of policing, and have a passion for community policing that builds trust.

The Police Department analyzed data from forty-five patrol and cadet applicants to determine the level of competition we are facing when attempting to hire and retain officers. Upon review of the forty-five applicants' personal history statements, it was determined the group as a whole had applied for at least 269 other law enforcement agencies before considering the Bastrop Police Department.

The Police Department also made open records requests to other Central Texas police agencies and obtained civil service exam results to determine if their applicants had considered the Bastrop Police Department. The vast, overwhelming answer was that they had not. The industry indicates officers choose their employment opportunities based on salary, location, and special assignments which may include VICE and SWAT. Of these big three factors, the only factor we currently influence is salary. After reviewing the data, the Bastrop Police Department competes with other agencies such as the Round Rock, Georgetown, Leander, San Marcos, Kyle, Hutto, Lockhart, and Pflugerville police departments as well as the Sheriff's Offices in Travis and Williamson Counties. Even more locally, the police department competes with the Bastrop County Sheriff's Office and the BISD Police Department. It is important to state that the Bastrop Police Department is not competing with agencies such as La Grange, Smithville, and Elgin police departments; however, they compete with us.

Bastrop Statistics

In 2021, the department's patrol division, although short-staffed, made 2,560 traffic stops and thousands of other police contacts. Patrol responded to over 11,000 calls for service, including nearly 1,000 motor vehicle collisions. The police department's response times are about seven and a half minutes. The patrol division receives more written positive accolades than complaints at about a ratio of 20 or greater to 1. Even under the stress of long hours, overtime, and minimum staffing, patrol works to keep the City of Bastrop citizens and our visitors safe. While successful, this accelerated pace will wane under the pressures of growth and changing needs. The Bastrop Police Department is already experiencing consequences because of the crisis in policing. For example, the department's overall officer experience has fallen by 21% and the cost of hiring and training new officers has been repeated at about \$23,000 per occurrence.

A priority of the Bastrop Police Department is to retain and grow its diversity. The Assistant Chief of Police is female, and four of the five sergeants are of color. Demographically the department is 59% white, 25% Hispanic, and 15% Black compared to our community that is 67% white, 25% Hispanic, and 4% Black. It is imperative we remain competitive to hit this goal.

Currently, to ensure Bastrop Police Department hires and retains officers who service with excellence, the plan includes three steps as outlined below. This memo will focus on step number two as it is the one currently being considered.

Step One- Sponsorship of Cadets

In 2021, the Police Department took steps to hire officers by sponsoring two cadets through CAPCOG's Academy; each is at the highest of their class. Now, the department is funding two more cadets through the academy. The department is proud of our recruiting and cadet sponsor incentives, yet other police agencies have done this for years. This initiative by the police department can be considered step one to hiring and retaining top talent. To hire two cadets a year to attend CAPCOG's basic police academy is at a total cost of \$62,000 and should be allocated year after year as needed.

Step Two- Patrol Division Salary Increases

The following proposed salary increase is step two and is designed to help the police department recruit and retain the best officers for the patrol division.

This salary increase is for patrol officers and their supervisors only. Patrol is where the department struggles to hire and retain officers. The average starting hourly wage among Central Texas departments with whom the department is competing is \$26.58, with a range of \$23.03-\$30.43. Regarding senior officer hourly pay, the average wage at about five years of service is \$30.10 with a range of \$24.42-\$35.34. At a starting wage of \$23.80, Bastrop ranks 14th out of 15 Texas police departments and is \$2.78 below the Central Texas average. At \$26.27 for senior officer hourly pay, Bastrop ranks 14th out of 15 departments and is \$3.3 below the Central Texas average. Since salary and pay raises are major considerations for new hires and experienced officers, the Bastrop Police Department is at a distinct disadvantage for hiring qualified officers and retaining the ones we have.

The increase is set at 12.5% at the cost of about \$80,000 between April and September 2022 and an increase to the base budget of \$160,000 for FY2023. This salary increase is necessary and urgent to allow the Police Department to compete with other top agencies.

Step Three- Review Additional Personnel

To minimize salary compression, step three is to compensate additional sworn personnel in FY 2023, such as the criminal investigations division and Assistant Chief of Police.

Conclusion

As of February 16th, 2022, the department has three patrol positions vacant. For a department of 26 patrol officers, three vacancies has a large impact on workload.

It is important to recognize that Bastrop cannot go on as if it is "business as usual." While this has been possible in the past, it is not possible now. The Police Department, along with most other police departments in the US, is facing serious challenges in attracting and retaining talented officers. When you add unprecedented growth in the area to an already stretched department, the consequences can be dire. The competition is greater and other departments are responding with higher pay and more incentives. It is essential that we make the City of Bastrop Police Department a stronger competitor in the current job market and shift our focus from struggling to just fill positions to getting and retaining the "right" people to serve.



STAFF REPORT

MEETING DATE: February 22, 2022

AGENDA ITEM: 9C

TITLE:

Consider action to approve Resolution No. R-2022-29 of the City Council of the City of Bastrop, Texas, approving a cost sharing agreement between the City of Bastrop and Lennar Homes of Texas Land and Construction LTD for the oversizing of water main improvements to a not to exceed amount of Eighty-Six Thousand, Nine Hundred and Nine Dollars (\$86,909.00) as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management

BACKGROUND/HISTORY:

The City of Bastrop City Council authorized approval of a construction contract with BAR Contracting for the construction of the Wastewater Treatment Plant #3 (WWTP#3). One of the items to be constructed by BAR, as part of the WWTP#3, was a 12-inch water line that would service the WWTP#3. This 12-inch water line would connect the WWTP#3 to an existing water line located at the Hunter's Crossing sub-division.

During the planning review process of the public infrastructure plans of the Bastrop Grove 1A sub-division, City staff identified that an 8-inch water line to serve this sub-division, being proposed by Lennar, was to be constructed in close proximity to a segment of the 12" water line BAR was to construct to serve the WWTP#3, as described above, and would be running parallel to the same when crossing 304 HWY. City recognized it would be more beneficial to have only one water line as opposed to two, especially for the purposes of operations and maintenance. Therefore, City requested Lennar to oversize herein described proposed water line from 8-inch to 12-inch.

The 920 linear feet of 12-inch water line has already been constructed from a point of connection to an existing water system at Hunter's Crossing sub-division, to the Bastrop Grove sub-division. Since this work has been completed, Lennar is seeking payment for the services provided. Refer to Exhibit A attached for the Cost Sharing Agreement for the Oversizing of Water Main Improvements.

The costs associated with this work are in the amount of Eighty-Six Thousand, Nine Hundred and Nine Dollars (\$86,909.00), which has been calculated based on the difference of the construction costs to oversize the water line from an 8-inch water line, to a 12-inch water line and its associated appurtenances.

Because this scope of work was removed from BAR's contract, there is an expected credit to the City from BAR in the amount of Thirty-Six Thousand, Six Hundred and Seventy-Six Dollars (\$36,676.00). BAR will later connect the water line to serve the WWTP#3 from the point of connection at the recently constructed 12-inch water at Bastrop Grove.

FISCAL IMPACT:

- CO 2021 (Budget Book page 108)

RECOMMENDATION:

Consider action to approve Resolution No. R-2022-29 of the City Council of the City of Bastrop, Texas, approving a cost sharing agreement between the City of Bastrop and Lennar Homes of Texas Land and Construction LTD. for the oversizing of water main improvements to a not to exceed amount of Eighty-Six Thousand, Nine Hundred and Nine Dollars (\$86,909.00) attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Exhibit A: Cost Sharing Agreement for the Oversizing of Water Main Improvements
- Exhibit B: Resolution No. R-2022-29



**COST SHARING AGREEMENT
FOR THE OVERSIZING OF WATER MAIN IMPROVEMENTS**

**THE STATE OF TEXAS §
COUNTY OF BASTROP §**

THIS COST SHARING AGREEMENT FOR THE OVERSIZING OF WATER MAIN IMPROVEMENTS (the "Agreement"), is made and entered into this _____ day of __, 2022, by and between CITY OF BASTROP, TEXAS, a Texas Home-Rule municipal corporation, acting through its City Manager, hereinafter referred to as **CITY**, and Lennar Homes of Texas Land and Construction LTD, hereinafter referred to as to as **DEVELOPER** (collectively referred to herein as the "**Parties**").

WITNESSETH:

WHEREAS, DEVELOPER proposes to construct a water main connecting to an existing water main owned by the CITY to serve property in the subdivision named Bastrop Grove; and

WHEREAS, the CITY has reviewed the proposed improvements and desires to have the DEVELOPER oversize the proposed water main to provide capacity for future development in the area; and

WHEREAS, the CITY has requested the DEVELOPER to cause, and the DEVELOPER agrees to cause, permitting, and construction of the MAIN (hereinafter defined) for which the CITY will pay for the CITY's portion of the costs; and

WHEREAS, CITY desires to set forth the terms for payment of the CITY's share of the construction costs for that portion of the water main greater than eight inches' diameter.

NOW, THEREFORE, for and in consideration of all of the premises and other good and valuable consideration, the Parties mutually agree:

I.

The DEVELOPER shall cause to be constructed a twenty-four inch (24") encasement with a twelve inch (12") diameter water main, and appurtenances related thereto, hereinafter referred to as MAIN, across and under 304 Highway for which service is proposed and/or from a point of connection to an existing water system to the tract of land to be developed within the Bastrop Grove subdivision. Attached and marked Exhibit "A" is a drawing showing the route of the proposed MAIN with reference points relating to the approved engineering plans and showing with clarity the land to be developed. Exhibit "A" to which further reference is made herein shall be part of this Agreement for all purposes. The MAIN is further described as follows: approximately 95.00 linear feet of 24" encasement and 920.00 linear feet of 12-inch water main and associated appurtenances.

II.

By the execution of this Agreement, it is expressly understood that the CITY does not assume any obligations, other than its obligation to pay the CITY's share of the costs as set forth herein.

III.

The subject MAIN shall upon completion and acceptance by the City become the property of the CITY and subject to its jurisdiction and control.

IV.

- a. The CITY, in consideration of the DEVELOPER constructing the larger diameter MAIN than otherwise required to serve the land within the Bastrop Grove subdivision, agrees to pay a sum equal to but not exceeding the difference in the Construction Costs of the oversized MAIN and the cost of constructing a main 8-inches in diameter. The CITY's proportionate share of the oversize construction costs, not including engineering, testing and other costs related to construction of the MAIN, is estimated to be: Eighty-Six Thousand Nine Hundred and Nine Dollars (\$86,909.00), *see* Exhibit "B." The DEVELOPER shall send the City an invoice for the CITY's share of the construction costs, which payment will be due within thirty (30) days after receipt of the invoice.
- b. The CITY shall pay its share of Construction Costs following the completion of the MAIN. Following completion of the MAIN, DEVELOPER will provide to CITY verification of: (a) all costs incurred by or on behalf of the DEVELOPER for the MAIN, including but limited to, construction and construction management. The Parties agree that no payment under this Section will occur unless and until the MAIN has been accepted by the CITY.

V.

The DEVELOPER agrees to obtain and make available any necessary easements, permits and rights of way, together with necessary working space as may be required to construct subject MAIN wherever the MAIN crosses property owned by DEVELOPER. The CITY, subject to its review and approval of plans and specifications for the MAIN, hereby grants DEVELOPER permission to install or construct subject MAIN wherever this MAIN crosses or parallels any public easement, street or property owned or controlled by the CITY.

VI.

The MAIN shall be installed in accordance with current City standards and specifications. The CITY has the right to observe and inspect, at the CITY's expense, the construction of the MAIN. The City Engineer or his/her representative will determine that subject MAIN is constructed in accordance with approved engineering plans and specifications and upon completion this MAIN shall become the property of the CITY and an integral part of the CITY's system and subject to maintenance, jurisdiction and control of the CITY.

VII.

Payment for the performance of governmental functions or services under this Agreement will be made from the current revenues legally available to the City.

VIII.

Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, the other and remaining provisions of this Agreement shall not in any way be affected and all provisions of this Agreement which are not declared to be illegal shall be binding upon the CITY, and DEVELOPER.

IX.

THE DEVELOPER, ON BEHALF OF ITSELF, ITS CONTRACTOR AND ITS AND THEIR AGENTS COVENANTS AND AGREES INDEMNIFY, SAVE HARMLESS AND DEFEND THE CITY, ITS PAST, PRESENT, AND FUTURE OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, ATTORNEY'S FEES AND ANY AND ALL OTHER COSTS OR FEES (WHETHER GROUNDED IN CONSTITUTIONAL LAW, TORT, CONTRACT, OR PROPERTY LAW, OR RAISED PURSUANT TO LOCAL, STATE OR FEDERAL STATUTORY PROVISION), ARISING OUT OF THE PERFORMANCE OF THE AGREEMENT AND/OR ARISING OUT OF A WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE DEVELOPER ITS OFFICERS, AGENTS, AND EMPLOYEES. .

X.

The DEVELOPER and the CITY agree that no party may assign or transfer any interest in this Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed.

XI.

It is expressly agreed by the Parties that this Agreement is for the sole benefit of the Parties hereto and shall not be construed or deemed made for the benefit of any third party or parties.

XII.

In the event of any dispute, litigation or other proceeding between the Parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder, each party to such dispute, litigation or other proceeding shall be responsible for payment of its own costs and expenses, including reasonable attorneys' fees, incurred at trial, on appeal, and in any arbitration, administrative or other proceedings, all of which may be included in and as a part of the judgment rendered in such litigation.

XIII.

Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action,

notice or response shall not be required until the next succeeding business day.

XIV.

THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN BASTROP COUNTY, TEXAS, WHEREIN THE PROPERTY IS LOCATED. BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO EXPRESSLY (i) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION CONSISTENT WITH THE PREVIOUS SENTENCE, (ii) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR DEFENSE THAT SUCH VENUE IS NOT PROPER OR CONVENIENT, AND (iii) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY TEXAS LAW. ANY FINAL JUDGMENT ENTERED IN AN ACTION BROUGHT HEREUNDER SHALL BE CONCLUSIVE AND BINDING UPON THE PARTIES HERETO.

XV.

A reference in this Agreement to any gender, masculine, feminine or neuter, shall be deemed a reference to the other, and the singular shall be deemed to include the plural and vice versa, unless the context otherwise requires. The terms "herein," "hereof," "hereunder," and other words of a similar nature mean and refer to this Agreement as a whole and not merely to the specified section or clause in which the respective word appears unless expressly so stated.

XVI.

All exhibits attached hereto are incorporated herein by reference to the same extent as though such exhibits were included in the body of this Agreement verbatim.

XVII.

This Agreement may be executed in counterparts, and when so executed shall be deemed executed as one agreement. CITY, and DEVELOPER shall execute any and all documents and perform any and all acts reasonably necessary to fully implement this Agreement.

XVIII.

This Agreement may not be modified, amended or otherwise changed in any manner except by a writing executed by DEVELOPER and CITY.

XIX.

A facsimile signature of a party shall be binding on such party to the same extent as an original signature. If this Agreement, or any future amendment to this Agreement, is signed by the Parties or a party and delivered by means of facsimile transmission, the Parties agree promptly to thereafter exchange original, executed counterparts thereof.

XX.

The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction – to the effect that any ambiguities are to be resolved against the drafting party – shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

XXI.

All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel, and shall be delivered by registered or certified mail, overnight courier service or facsimile transmission, at the addresses set forth below:

If to **CITY**: City of Bastrop
 Attn: City Manager
 1311 Chestnut Street
 Bastrop, Texas 78602

With a copy to: Bojorquez Law Firm, PC
 Attn: Alan Bojorquez, City Attorney
 11675 Jollyville Road, Suite 300
 Austin, Texas 78759

If to **DEVELOPER**: Lennar Homes of Texas Land and Construction, LTD
 13620 N. FM620, Bldg. B, Suite 150
 Austin, Texas 78717

Attn: Kevin Pape

Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered upon deposit, postage prepaid, in the United States Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered upon deposit with such courier, (c) sent by facsimile, in which case notice shall be deemed delivered upon transmission of such notice if the sender receives a machine generated facsimile confirmation containing the facsimile number and time sent and verifying the transmission was completed error free, or (d) sent by personal delivery. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

XXII.

To the extent not inconsistent with the terms of this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

XXIII.

DEVELOPER hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 and Section 212.904 of the Texas Local

Government Code, arising out of this Agreement. Both DEVELOPER and the CITY further agree, with respect to this Agreement and construction of the MAIN, to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement.

XXIV.

It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the development of the Project.

XXV.

Certificate of Interested Parties (TEC Form 1295). For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, the City may not accept or enter into a contract until it has received from the DEVELOPER a completed, signed, and notarized Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The DEVELOPER understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the CITY from entering the Agreement.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the CITY. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the CITY nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential DEVELOPER with respect to the proper completion of the TEC Form 1295.

Anti-Boycott Israel Verification. In accordance with Chapter 2270, Texas Government Code, the CITY may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

The signatory executing the Agreement on behalf of DEVELOPER verifies that DEVELOPER and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries and other affiliates, if any, do not boycott Israel and, to the extent the Agreement is a contract for goods or services, will not boycott Israel during the term of the Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is

controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a DEVELOPER which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000,

Iran, Sudan, and Foreign Terrorist Organizations. The signatory executing the Agreement on behalf of DEVELOPER represents that neither DEVELOPER nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. DEVELOPER represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

Verification Regarding Energy Company Boycotts. To the extent the Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the DEVELOPER hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The DEVELOPER understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the DEVELOPER and exists to make a profit.

Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent the Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the DEVELOPER hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a

firearm entity or firearm trade association; and
(2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The DEVELOPER understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the DEVELOPER and exists to make a profit.

IN WITNESS THEREOF, the Parties have executed this Agreement on this the _____
Day of _____, 2022.

DEVELOPER:

Lennar Homes of Texas Land and Construction, LTD.
By: [Signature]

ATTEST:

[Signature]
Secretary, Board of Directors

CITY OF BASTROP:

Paul Hofmann
City Manager

ATTEST:

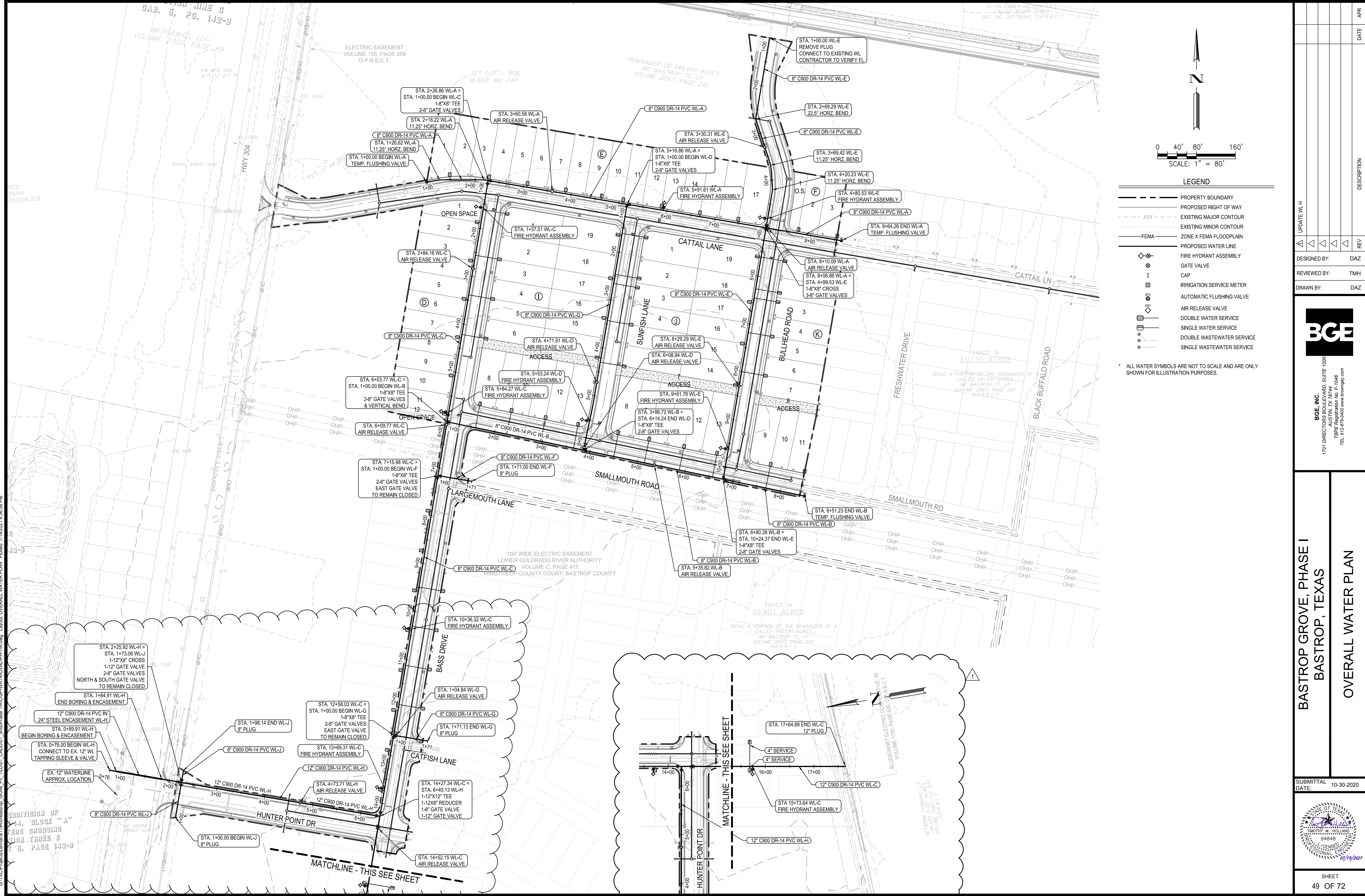
Ann Franklin
City Secretary

APPROVED AS TO FORM:

Alan Bojorquez
City Attorney

EXHIBIT A: Proposed Route of the Main.

G:\TXC\Projects\enr\110-Bastrop_Grove_Ph_1\UD01_CADD\01_SitePhase-1\AC-SP-WATR-OVAL-PH-1.dwg Layout: OVERALL WATER PLAN Plotted: 7/19/2021 4:56:58 PM



BASTROP GROVE, PHASE I BASTROP, TEXAS	
OVERALL WATER PLAN	
DESIGNED BY:	DAZ
REVIEWED BY:	TMH
DRAWN BY:	DAZ

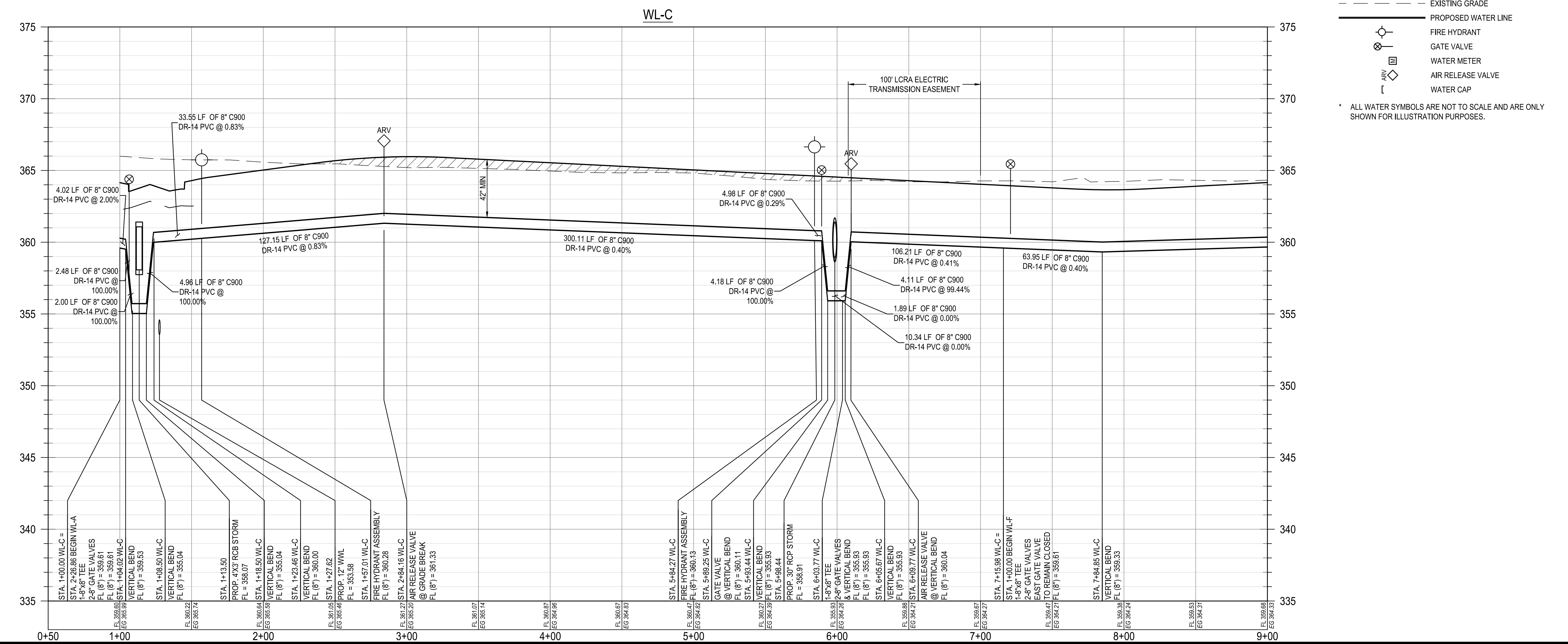
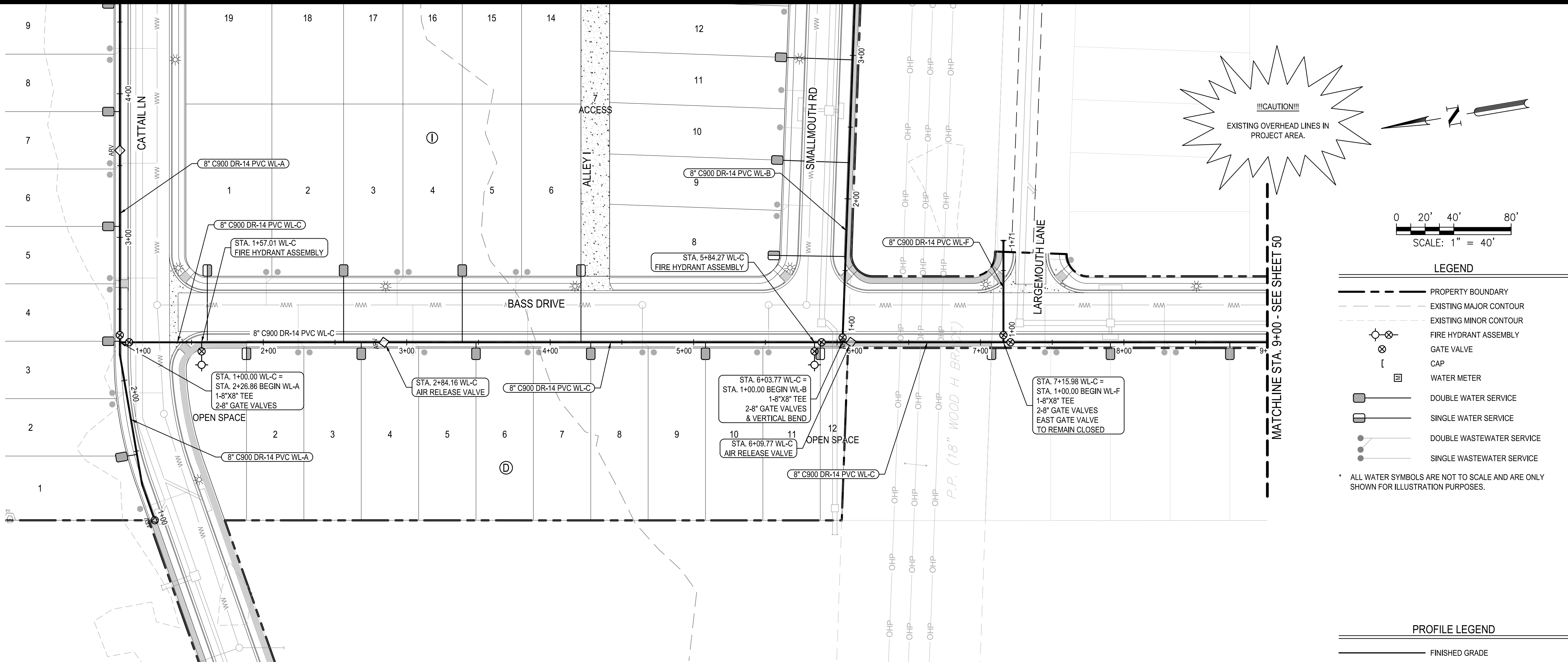
STATE OF TEXAS
COUNTY OF BASTROP
TIMOTHY W. HOLLAND
94848
PROFESSIONAL ENGINEER
07/19/2021

DATE	REV	DESCRIPTION
10-30-2020	1	UPDATE WL-H

1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TPE Registration No. F-1046
TEL: 712-679-0400 www.bcampp.com

SHEET
49 OF 72

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DATE	REV	DESCRIPTION
APR		

DESIGNED BY:	DAZ
REVIEWED BY:	TMH
DRAWN BY:	DAZ

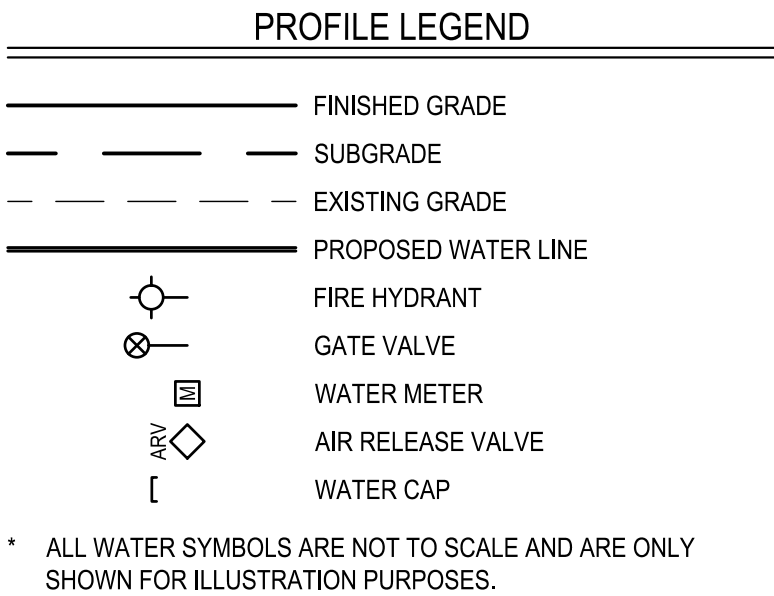
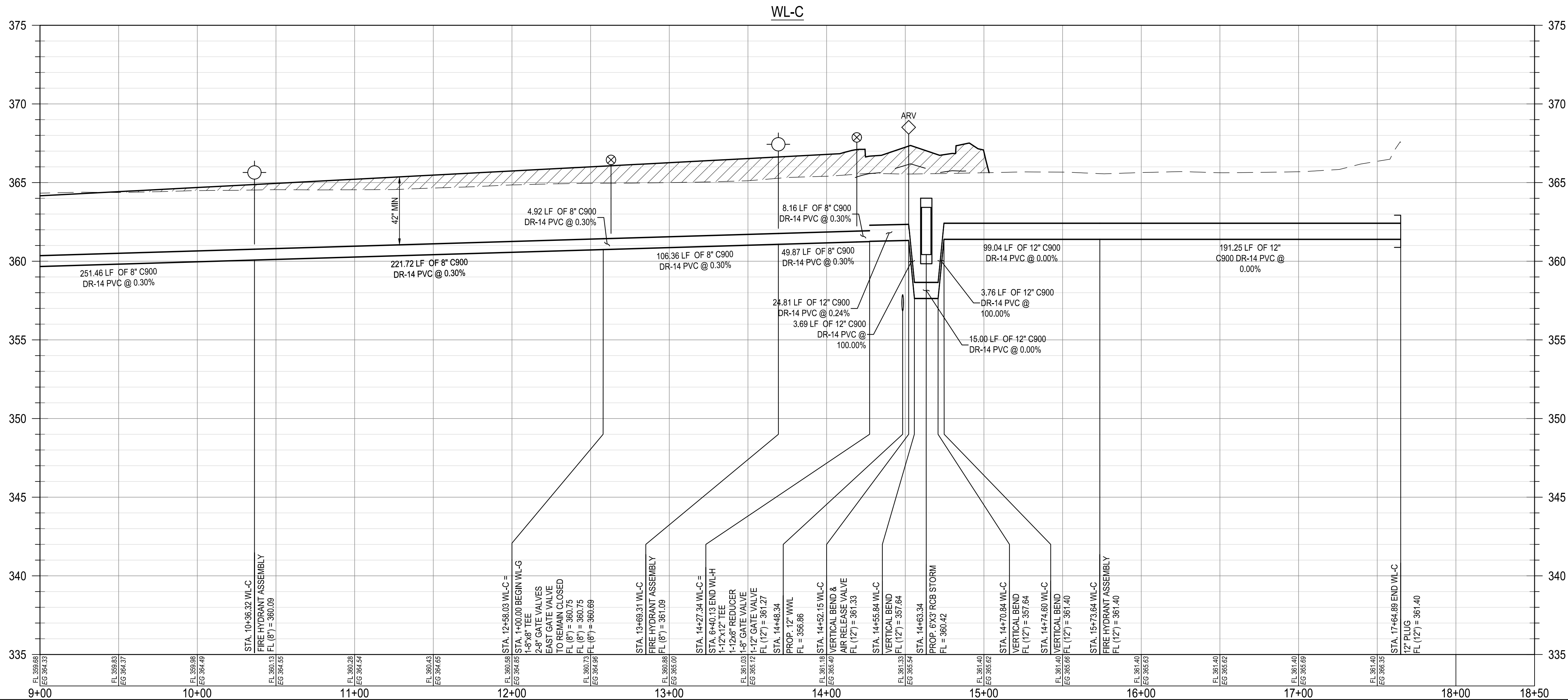
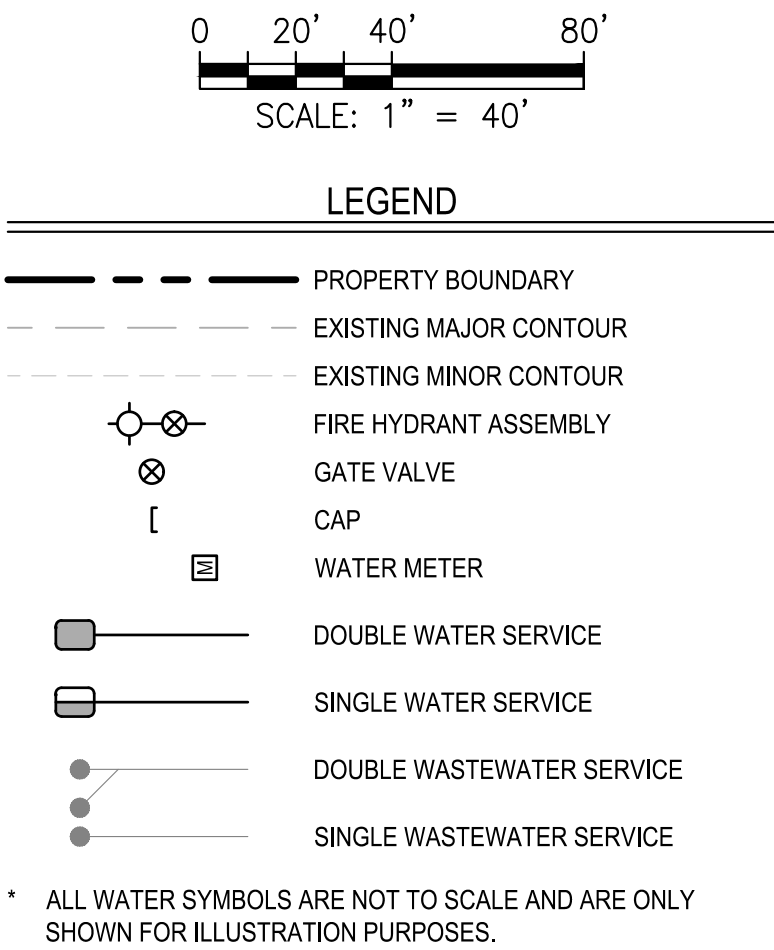
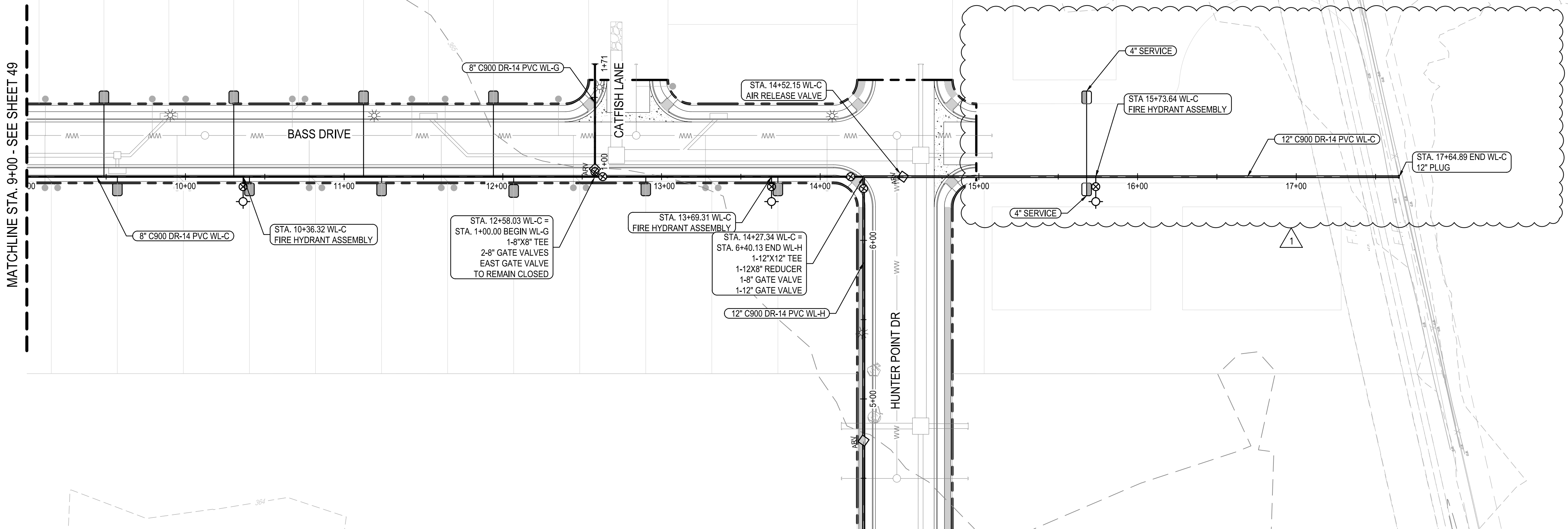
BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TYPE Registration No. F-1046
TEL: 512-679-0400 www.bgeenergy.com

BASTROP GROVE, PHASE I
BASTROP, TEXAS
WL-C PLAN AND PROFILE
(1+00 TO 9+00)

SUBMITTAL DATE:	10-30-2020
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SHEET	52 OF 72
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DATE	REV	DESCRIPTION
APR		

UPDATE WATER LINE C

DESIGNED BY: DAZ

REVIEWED BY: TMH

DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TYPE Registration No. F-1046
TEL: 512-679-0400 www.bgeinc.com

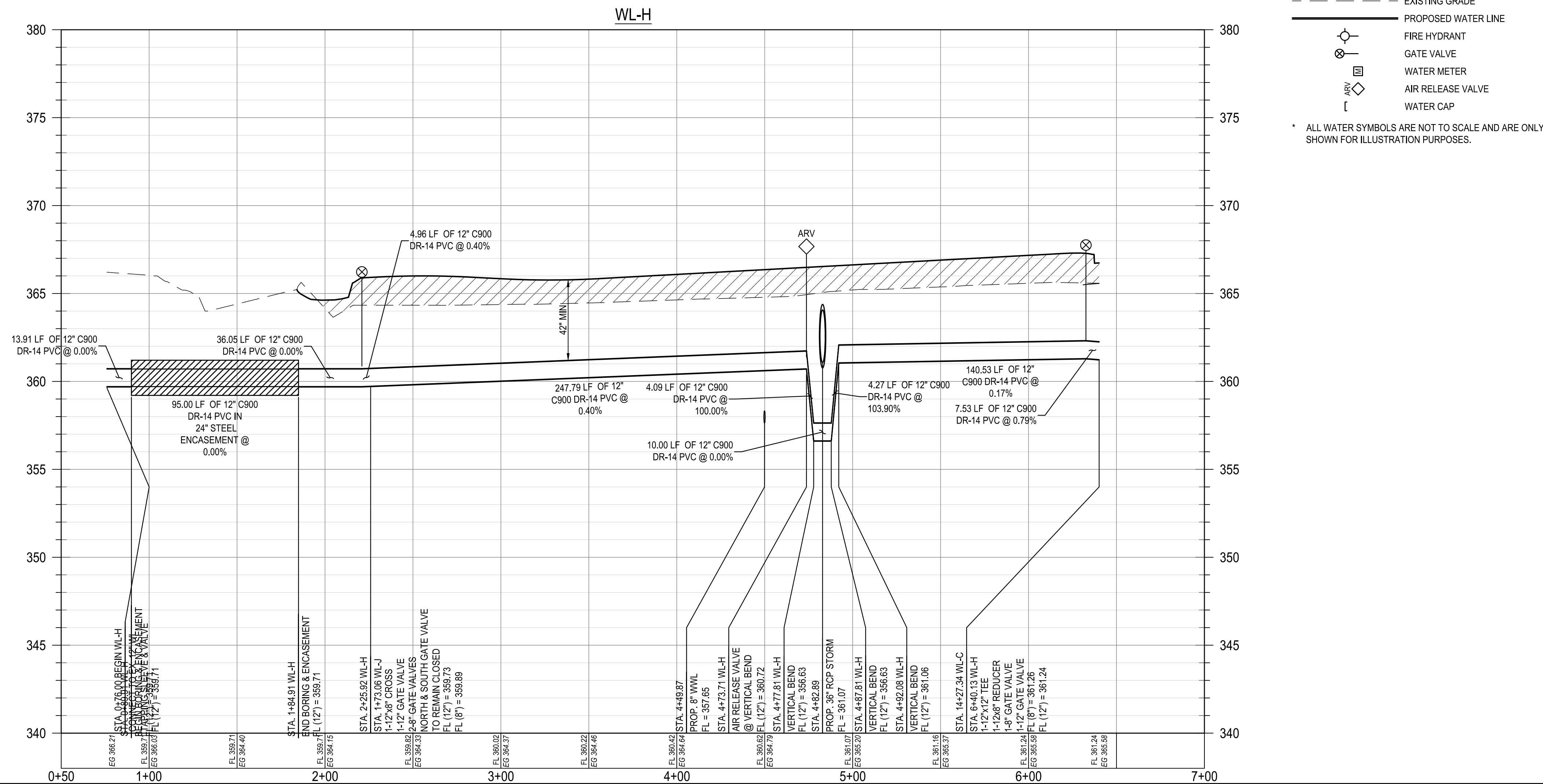
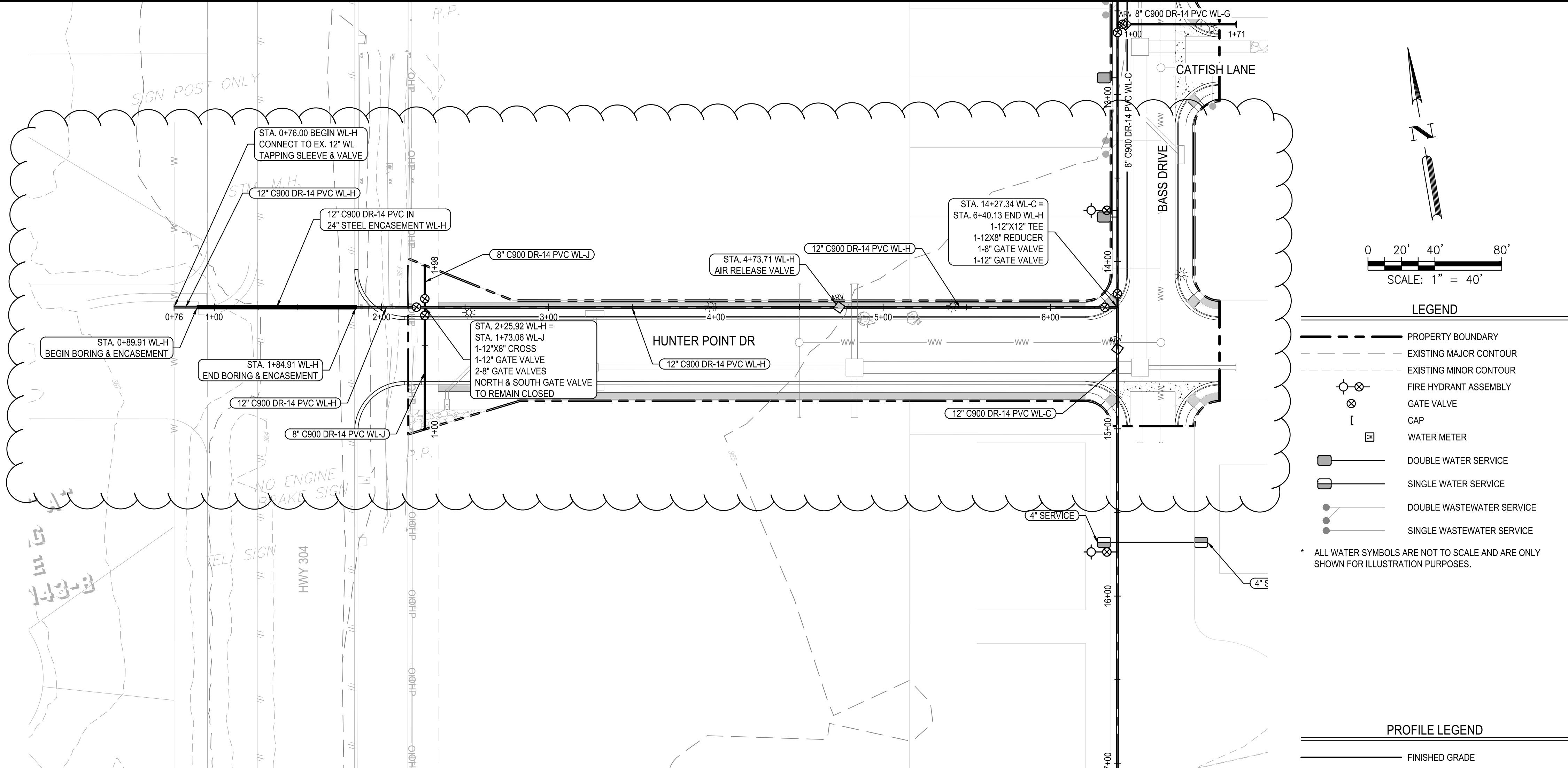
BASTROP GROVE, PHASE I
BASTROP, TEXAS
WL-C PLAN AND PROFILE
(9+00 TO END)

SUBMITTAL
DATE: 10-30-2020

STATE OF TEXAS
TIMOTHY W. HOLLAND
94848
PROFESSIONAL ENGINEER
07/19/2021

SHEET
53 OF 72

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DATE	REV	DESCRIPTION
APR		

DESIGNED BY:	DAZ
REVIEWED BY:	TMH
DRAWN BY:	DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TYPE Registration No. F-1046
TEL: 512-679-0400 www.bgeenergy.com

BASTROP GROVE, PHASE I
BASTROP, TEXAS
WL-H PLAN AND PROFILE
(1+00 TO END)

SUBMITTAL DATE:	10-30-2020
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SHEET	57 OF 72
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EXHIBIT B: Construction Costs of the MAIN.

Bastrop Grove Phase 1A 12-inch Upsize of Waterline Cost				
Description	Quantity	Unit	Unit Price	Total Cost
Original Design (8-inch Deduct)				
18-inch Bore for 8-inch WL	80	LF	\$ 450.00	\$ (36,000.00)
8-inch Waterline	711	LF	\$ 41.00	\$ (29,151.00)
8-inch Gate Valve	2	EA	\$ 1,575.00	\$ (3,150.00)
Tie to Existing with Tap Sleeve	1	EA	\$ 5,750.00	\$ (5,750.00)
Subtotal Deduct				\$ (74,051.00)
12-inch Upsize Costs				
24-inch Bore for 12-inch WL	95	LF	\$ 640.00	\$ 60,800.00
12-inch Waterline	920	LF	\$ 88.00	\$ 80,960.00
12-inch Gate Valve	2	EA	\$ 3,350.00	\$ 6,700.00
Tie to Existing with Tap Sleeve	1	EA	\$ 12,500.00	\$ 12,500.00
Subtotal Additional Cost				\$ 160,960.00
Cost Incurred by Lennar for Upsize				\$ 86,909.00

RESOLUTION NO. R-2022-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A COST SHARING AGREEMENT BETWEEN THE CITY OF BASTROP AND LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD FOR THE OVERSIZING OF WATER MAIN IMPROVEMENTS TO A NOT TO EXCEED AMOUNT OF EIGHTY-SIX THOUSAND, NINE HUNDRED AND NINE DOLLARS (\$86,909.00), AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of Bastrop, Texas City Council understands the value of organized development; and

WHEREAS, The City requested Lennar to increase a water line from 8-inch to 12-inch to accommodate more development in the area; and

WHEREAS, The City understands that if this agreement was not possible, the City would have to build this water main to provide water to the new Wastewater Treatment Plant #3, currently in construction;

WHEREAS, the Parties intend to pay for and share the total estimated cost of the improvements in accordance and consistent with the preliminary cost estimate and agreement attached in Exhibit A;

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

Section 1: The City of Bastrop City Council has determined the City Manager of the City of Bastrop has the expertise and authority to require amendments and execute the cost sharing agreement as shown in, Exhibit A.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 22nd day of February 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: February 22, 2022

AGENDA ITEM: 9D

TITLE:

Hold a public hearing and consider action to approve the first reading of Ordinance No. 2022-08 of the City Council of the City of Bastrop, Texas, annexing the Colorado River, for 35.5 acres of land out of the Stephen F. Austin Survey, Abstract No. 2, located west of Lovers Lane and south of the Pecan Park Subdivision, as shown in Exhibit A, providing for findings of fact, adoption, establishing zoning and character district, repealer, severability, filing and enforcement; establishing an effective date; and proper notice and meeting, and move to include on the March 8, 2022 Regular Agenda for the second reading.

STAFF REPRESENTATIVE:

Jennifer C. Bills, Director of Planning & Development

BACKGROUND:

The City has the ability under the Texas Local Government Code, Section 43.013 Navigable Stream to annex the Colorado River. The City owns property to the north of the River as Park and Open Space for Pecan Park.

Notice of the public hearing was posted in the Bastrop Advertiser per the Texas Local Government Code, Chapter 43, Subchapter C-1 "Annexation Procedure for Areas Exempted from Consent Annexation Procedures". Per Section 2.3.003 of the Bastrop Building Block (B³) Code, the default zoning upon annexation is Place Type 2 – Rural. Staff is recommending extending the Pine Village Character District (Chapter 4: Character Districts) which is the closest Character District that is not a Planned Development. Extending the city limits of Bastrop will extend the one-mile Statutory Extraterritorial Jurisdiction, as shown in Attachment 1.

This annexation will allow the City to be adjacent to the property for Bastrop Colorado Bend, LLC.

RECOMMENDATION:

Hold a public hearing and consider action to approve the first reading of Ordinance 2022-08 as presented.

ATTACHMENTS:

- Ordinance 2022-08
- Exhibit A: Property Sketch and Metes & Bounds Description
- Exhibit B: Municipal Service Plan
- Attachment 1: Location Map
- Attachment 2: PowerPoint Presentation

ORDINANCE 2022-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ANNEXING THE COLORADO RIVER, 35.5 ACRES OF LAND OUT OF THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NO. 2, LOCATED WEST OF LOVERS LANE AND SOUTH OF THE PECAN PARK SUBDIVISION, AS SHOWN IN EXHIBIT A, PROVIDING FOR FINDINGS OF FACT, ADOPTION, ESTABLISHING ZONING AND CHARACTER DISTRICT, REPEALER, SEVERABILITY, FILING 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 Texas Local Government Code; and

WHEREAS, Chapter 43 of the Texas Local Government Code grants authority to a municipality for the annexation of a Navigable Stream in Section 43.013, which allows the City of Bastrop to annex the Colorado River, the area described in Exhibit "A" (the "property"), which is attached hereto and incorporated herein for all purposes; and,

WHEREAS, City Council has entered into a written agreement with the owners of land in the area for the provision of services in the area; and,

WHEREAS, in accordance with Texas Local Government Code Chapter 43 Subchapter C-1, public notice was given, and a public hearing was held before the City Council regarding the requested annexation; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the base zoning district is established per Section 2.3.003 "Zoning Upon Annexation" as P2, Place Type 2 Rural, the Character District established will extend Pine Village Character District; and,

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

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

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

Section 2: The property in the area described in Exhibit "A", which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the

municipal boundaries (i.e., corporate limits) of the City of Bastrop, Texas, and is made an integral part, hereof. The official map and boundaries of the City are hereby amended and revised so as to include the area annexed, and to reflect the expansion of the City's extraterritorial jurisdiction resulting from such annexation.

A service plan prepared in accordance with applicable provisions of state law pertaining to annexation is attached hereto as Exhibit "B" and incorporated herein for all intents and purposes. The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City and are hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

Section 3: The base zoning district established is P2 Rural and the Character District established is Pine Village.

Section 4: 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 5: 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: The City Secretary is hereby instructed to include this Ordinance in the records of the City and to have maps prepared depicting the new municipal boundaries and extraterritorial jurisdiction. The City Secretary is hereby instructed to file a certified copy of this Ordinance and the updated maps with the Bastrop County Clerk.

Section 7: 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 8: This Ordinance shall be effective immediately upon passage and publication.

Section 9: 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 this the 22nd day of February, 2022.

READ & ADOPTED on the Second Reading on this the 8th day of March, 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit “A”
DESCRIPTION OF AREA TO BE ANNEXED

Exhibit “B”

ANNEXATION SERVICE PLAN

FIELD NOTES

THAT PORTION OF THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXAS, BEING A PART OF THAT 546.364 ACRE TRACT OF LAND CONVEYED TO BASTROP COLORADO BEND, LLC BY DEED RECORDED IN DOCUMENT NUMBER 202112664, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS (O.P.R.B.C.TX.) AND A PORTION OF THE COLORADO RIVER; MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN at a 1/2 inch iron rod found at the intersection of the north right-of-way line of Margie's Way (60' R.O.W.) and the west right-of-way line of Lovers Lane (R.O.W. Varies) monumenting an eastern corner of the above referenced 546.364 acre tract for an eastern corner of the herein described tract;

THENCE, along a southern line of said 546.364 acre tract, the north line of River Meadows, Phase 1 according to the plat thereof recorded in Cabinet 4, Slide 16-B, Plat Records of Bastrop County, Texas (P.R.B.C.TX.) and the north line of River Meadows, Phase 2 according to the plat thereof recorded in Cabinet 4, Slide 89-B, P.R.B.C.TX., and across said 546.364 acre tract, N77°48'10"W passing at a distance of 3012.19 feet a 1/2 inch iron rod found at the northeast corner of said River Meadows, Phase 2, and continuing on for a total distance of 3418.73 feet, for an inside corner of the herein described tract of land;

THENCE, continuing across said 546.364 acre tract, the following two (2) courses and distances:

- 1) S12°59'16"W a distance of 721.89 feet to a calculated point for a corner and;
- 2) N77°00'44"W a distance of 2890.84 feet to a calculated point on the top of low bank of the Colorado River, for a western corner of the herein described tract;

THENCE, along the common line of said 546.364 acre tract and said top of low bank of the Colorado River, the following sixteen (16) courses and distances:

- 1) N04°27'12"W a distance of 205.83 feet to a calculated point for a corner;
- 2) N23°56'49"E a distance of 405.92 feet to a calculated point for a corner;
- 3) N31°55'03"E a distance of 492.65 feet to a calculated point for a corner;
- 4) N42°19'52"E a distance of 761.71 feet to a calculated point for a corner;
- 5) N24°20'02"E a distance of 76.48 feet to a calculated point for a corner;
- 6) N76°42'21"E a distance of 215.54 feet to a calculated point for a corner;
- 7) S82°26'37"E a distance of 136.05 feet to a calculated point for a corner;
- 8) S71°34'16"E a distance of 245.56 feet to a calculated point for a corner;
- 9) S84°53'14"E a distance of 113.77 feet to a calculated point for a corner;
- 10) S82°27'35"E a distance of 66.95 feet to a calculated point for a corner;
- 11) S76°43'02"E a distance of 57.36 feet to a calculated point for a corner;
- 12) S57°42'57"E a distance of 45.23 feet to a calculated point for a corner;
- 13) S41°47'14"E a distance of 98.85 feet to a calculated point for a corner;
- 14) S86°03'31"E a distance of 334.43 feet to a calculated point for a corner;
- 15) S89°43'45"E a distance of 427.61 feet to a calculated point for a corner;
- 16) N85°04'35"E a distance of 461.81 feet to a calculated point for a corner;

THENCE, across said Colorado River, N04°39'34"W a distance of 535.42 feet to the southwest corner of The Final Plat of Pecan Park, Section 2 according to the plat thereof recorded in Cabinet 7, Slides 29-A - 30-A, P.R.B.C.TX.;

THENCE, along the north line of said Colorado River and the south line of said Pecan Park, Section 2, the following seven (7) courses and distances:

- 1) N84°06'49"E a distance of 554.84 feet;
- 2) N74°14'36"E a distance of 638.98 feet;
- 3) N70°04'04"E a distance of 506.08 feet;
- 4) N75°55'45"E a distance of 346.22 feet;
- 5) N79°50'42"E a distance of 670.03 feet;
- 6) N65°43'00"E a distance of 758.29 feet;
- 7) N75°40'31"E a distance of 481.30 feet;

THENCE, across said Colorado River, S29°43'36"E a distance of 281.95 feet to a calculated point at the northeast corner of said 546.364 acre tract, same being at the apparent northwest corner of a called 5.098 acre tract of land conveyed to James Mikulenska and Cindy Mikulenska by deed recorded in Volume 2336, Page 69, O.P.R.B.C.TX., for the northeast corner of the herein described tract of land;

THENCE, along the common line of said 5.098 acre tract and said 546.364 acre tract, S10°27'05"W, passing at a distance of 100.00 feet a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for reference, and continuing for a total distance of 465.77 feet to a 1/2 inch iron rod found on the northern right-of-way line of said Lovers Lane monumenting the southwest corner of said 5.098 acre tract, for an angle point of the herein described tract;

THENCE, along the common line of said 546.364 acre tract and the west right-of-way line of Lovers Lane, S10°55'05"W a distance of 3056.71 feet to the **POINT OF BEGINNING** and containing 348.1 acres of land.

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

PREPARED BY:


1/25/2022
Stephen R. Lawrence, R.P.L.S. No. 6352
Carlson, Brigrance & Doering, Inc.
Firm ID #10024900
12129 RR 620 N. Ste. 600
Austin, Texas 78750
(512) 280-5160 (512) 280-5165 (Fax)
stephen@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

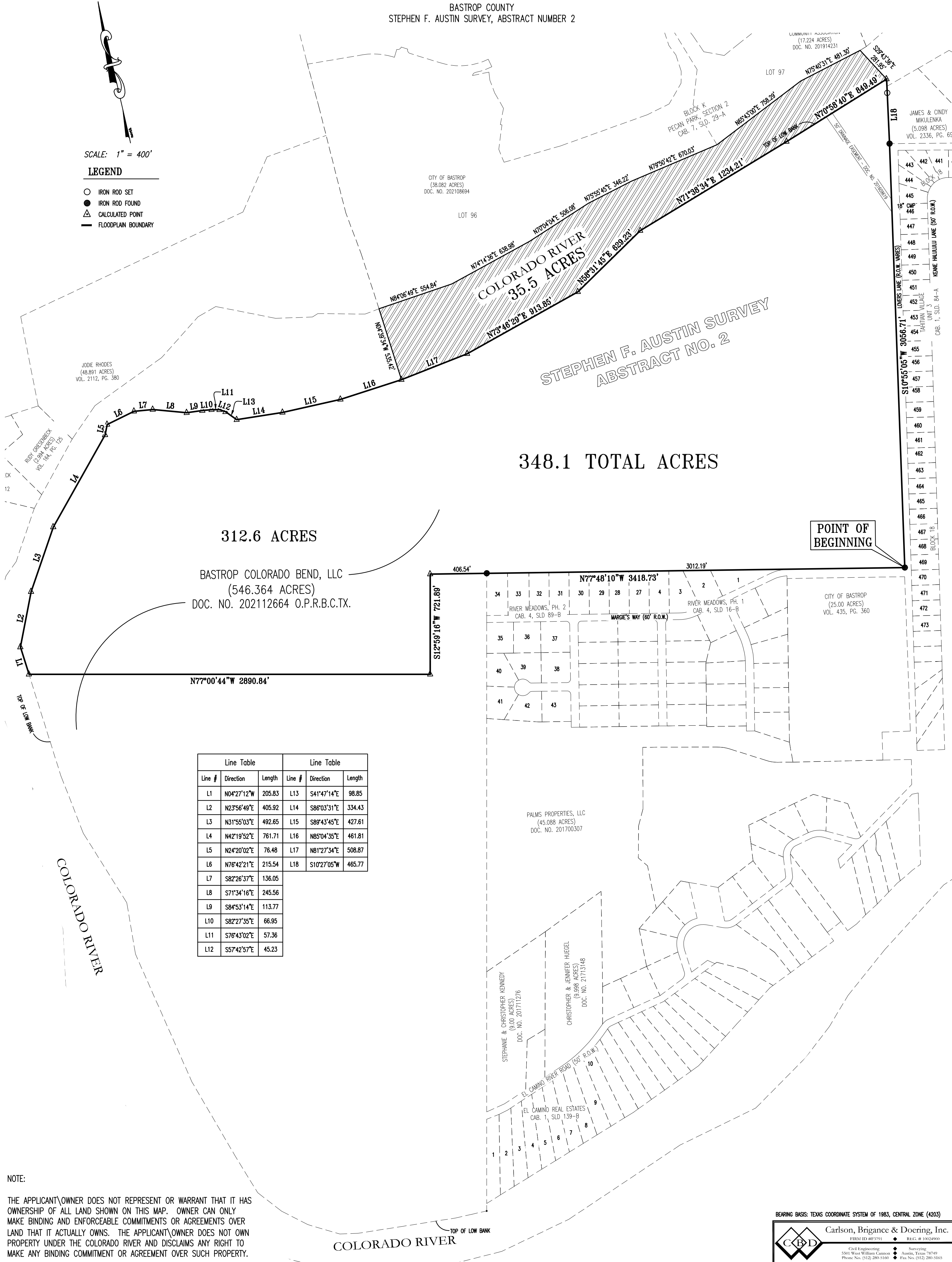
SKETCH TO ACCOMPANY FIELD NOTES

BASTROP COUNTY
STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2

SCALE: 1" = 400'

LEGEND

- IRON ROD SET
- IRON ROD FOUND
- △ CALCULATED POINT
- FLOODPLAIN BOUNDARY



NOTE:

THE APPLICANT\OWNER DOES NOT REPRESENT OR WARRANT THAT IT HAS OWNERSHIP OF ALL LAND SHOWN ON THIS MAP. OWNER CAN ONLY MAKE BINDING AND ENFORCEABLE COMMITMENTS OR AGREEMENTS OVER LAND THAT IT ACTUALLY OWNS. THE APPLICANT\OWNER DOES NOT OWN PROPERTY UNDER THE COLORADO RIVER AND DISCLAIMS ANY RIGHT TO MAKE ANY BINDING COMMITMENT OR AGREEMENT OVER SUCH PROPERTY.

BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

Carlson, Brigrance & Doering, Inc.

FIRM ID #E3791 R/G. # 10024900

Civil Engineering Surveying

5501 West William Cannon Austin, Texas 78749

Phone No. (512) 280-5160 Fax No. (512) 280-5165

EXHIBIT B
MUNICIPAL SERVICES PLAN

MUNICIPAL SERVICES PLAN FOR THE COLORADO RIVER

This Municipal Services Plan (“**Plan**”) is created on this 8th day of March 2022 by the City of Bastrop, Texas, a home rule municipality of the State of Texas (“**City**”).

RECITALS

Per Section 43.013 of the Texas Local Government Code, a municipality may annex a navigable stream.

WHEREAS, the Colorado River occupies land south of the existing city limits, situated in Bastrop County, Texas, which consists of approximately 35.5 acres of land situated in the City’s extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference (“**Property**”);

WHEREAS, Bastrop Colorado Bend, LLC has entered into a Development Agreement with the City pursuant to Section 212.172 of Texas Local Government Code (“Development Agreement”), requesting full-purpose annexation of the Property south of the Colorado River;

WHEREAS, City services to be provided for the Property on or after the effective date of annexation;

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Plan is only applicable to the Property, more specifically described in Exhibit A.
2. **INTENT.** It is the intent of the City that this Plan provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Plan, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure extension policies and developer or property owner participation in accordance with applicable City ordinances, and all approved rules, regulations, and policies.

The City hereby declares the following services to be made available to the Property and its Owner(s):

- a. **Police Services.** The City provides municipal police protection through a City Police Department and will provide the service to the area once annexed.
- b. **Fire Services.** This area is within the ESD #2 Service Area. The City of Bastrop Fire Department will provide aid through the Automatic Aid Agreement with ESD #2. Radio response for Emergency Medical Services will be provided with the present personnel and equipment.
- c. **Building Inspection/Code Enforcement Services.** The City of Bastrop will provide building inspection and code enforcement services upon annexation.
- d. **Libraries.** Bastrop Public Library provides library services.
- e. **Environmental Health & Health Code Enforcement.** Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance.
- f. **Planning & Zoning.** The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. Per the Bastrop Building Block (B³) Code, Section 2.3.003 “Zoning Upon Annexation” the property will be zoned Place Type P2- Rural and will extend the closest Character District Pine Village and developed in accordance with these designations. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.
- g. **Parks & Recreation.** All services and amenities associated with the City’s Parks and Recreation activities will extend to this area on the effective date of the annexation ordinance.
- h. **Street & Drainage Maintenance.** The City will provide street and drainage maintenance to public streets in the area in accordance with standard City policy as the area develops.
- i. **Street Lighting.** The City will provide street lighting to the area in any public right-of-way in accordance with standard City Policy as the area develops.

- j. Traffic Engineering.** The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area.
- k. Sanitation/Solid Waste Collection & Disposal.** The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Progressive Waste Solutions of TX d/b/a Waste Connections of Texas, which will be notified of all newly-annexed parcels.
- l. Water Service.** The area to be annexed will be served water by the City of Bastrop. Extension of services to serve the site will be at the Owner's expense.
- m. Sewer Service.** The area to be annexed will be served by wastewater service by the City of Bastrop. Extension of services to serve the site will be at the Owner's expense.
- n. Miscellaneous.** All other applicable municipal services will be provided to the area in accordance with policies established by the City.

It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

The City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

- 5. SCHEDULE.** Due to the size, and vacancy of the Property and the presence of the Colorado River, there is no schedule for the development of the Property.
- 6. AUTHORITY.** City represents that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Plan.
- 7. SEVERABILITY.** If any term or provision of this Plan is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Plan shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Plan a legal, valid or enforceable term or provision as similar as possible to the term

or provision declared illegal, invalid or unenforceable.

8. **INTERPRETATION.** The Parties to this covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
9. **GOVERNING LAW AND VENUE.** This Plan and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Plan are performable in Bastrop County, Texas such that exclusive venue for any action arising out of this Plan shall be in Bastrop County, Texas.
10. **NO WAIVER.** The failure of either Party to insist upon the performance of any term or provision of this Plan or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
11. **GOVERNMENTAL POWERS.** It is understood that by execution of this Plan, the City does not waive or surrender any of its governmental powers or immunities.
12. **COUNTERPARTS.** This Plan may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
13. **CAPTIONS.** The captions to the various clauses of this Plan are for informational purposes only and shall not alter the substance of the terms and conditions of this Plan.
14. **PLAN BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Plan is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Plan constitutes covenants running with the land comprising the Property and is binding on the Owner.
15. **ENTIRE PLAN.** It is understood and agreed that this Plan contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Plan exist. This Plan cannot be changed or terminated orally.

[The remainder of this page intentionally left blank.]

EXECUTED in multiple originals, and in full force and effect as of the Effective Date.

CITY:

City of Bastrop, Texas

a Texas home-rule municipal corporation

Attest:

By: _____

Name: Ann Franklin

Title: City Secretary

By: _____

Name: Paul A. Hofmann

Title: City Manager

THE STATE OF TEXAS §

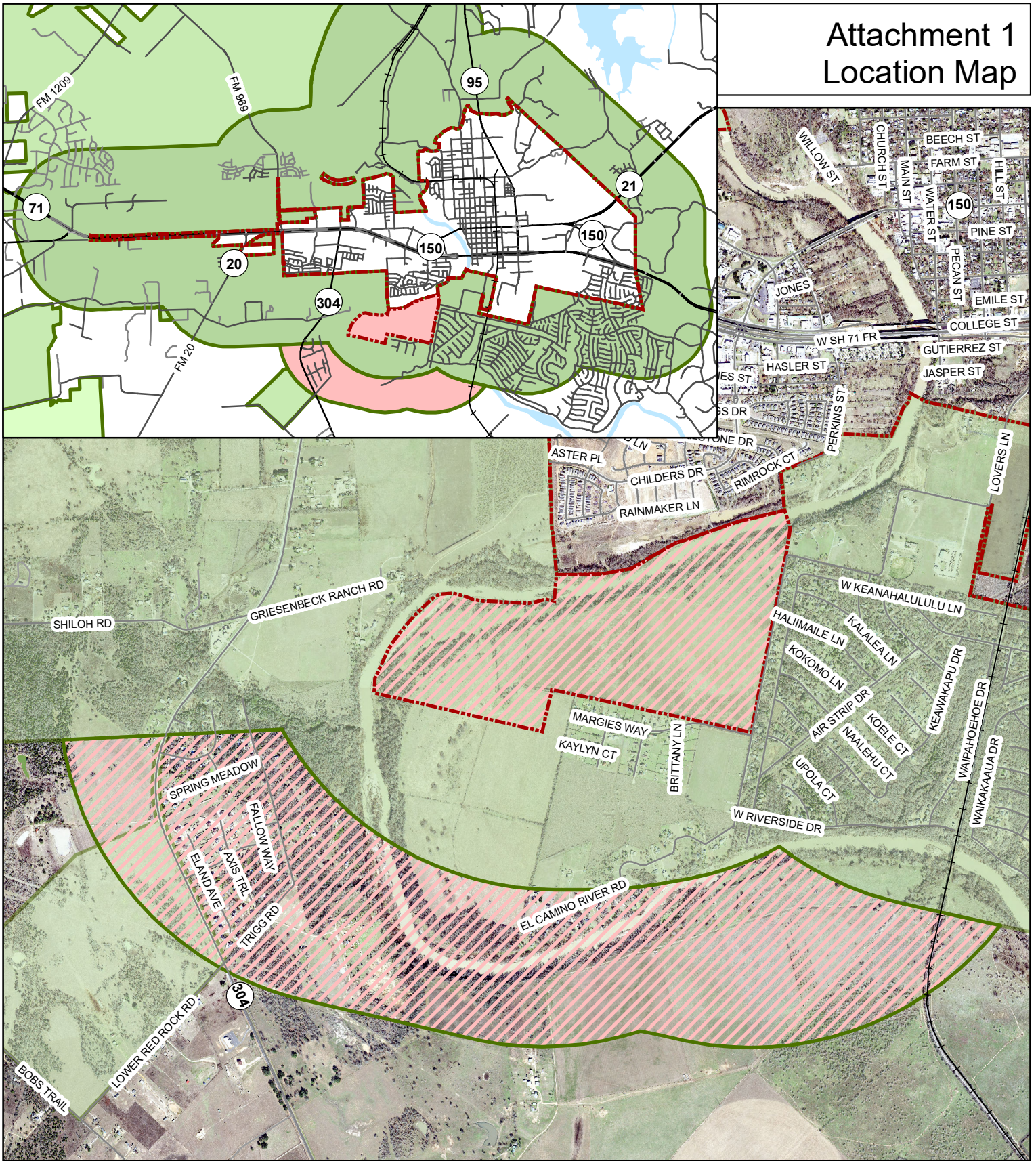
COUNTY OF BASTROP §

This instrument was acknowledged before me on this ____ day of _____, 2021, by Paul A. Hofmann, City Manager of the City of Bastrop, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

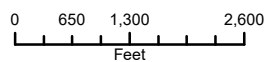
Attachment 1 Location Map



Legend

- Existing City Limits
- Proposed Annexation
- ETJ Statutory Expansion
- Existing ETJ Statutory (one-mile)
- Existing ETJ Area A

Proposed Annexation and Extraterritorial Jurisdiction Expansion Bastrop Colorado Bend Phase 1



Date: 2/7/2022

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





STAFF REPORT

MEETING DATE: February 22, 2022

AGENDA ITEM: 9E

TITLE:

Hold a public hearing and consider action to approve the first reading of Ordinance No. 2022-04 of the City Council of the City of Bastrop, Texas, annexing Bastrop Colorado Bend Phase 1, for 312.61 acres of land out of the Stephen F. Austin Survey, Abstract No. 2, located west of Lovers Lane and southeast of the Colorado River, as shown in Exhibit A, providing for findings of fact, adoption, establishing zoning and character district, repealer, severability, filing and enforcement; establishing an effective date; and proper notice and meeting, and move to include on the March 8, 2022 Regular Agenda for the second reading.

AGENDA ITEM SUBMITTED BY:

Jennifer C. Bills, Director of Planning & Development

BACKGROUND:

The applicant has submitted a petition for annexation of 312.591 acres (Phase 1) in accordance with the Development Agreement that was approved on June 22, 2021. The Development Agreement allows for the annexation of the full 546.364 acres in phases.

Notice of the public hearing was posted in the Bastrop Advertiser in accordance with the Texas Local Government Code, Chapter 43, Subchapter C-3 "Annexation of Area on Request of Owners". Per Section 2.3.003 of the Bastrop Building Block (B³) Code, the default zoning upon annexation is Place Type 2 – Rural. Staff is recommending extending the Pine Village Character District (Chapter 4: Character Districts) which is the closest Character District that is not a Planned Development. Extending the city limits of Bastrop will extend the one-mile Statutory Extraterritorial Jurisdiction, as show in Attachment 1.

This annexation request is accompanied by a Transportation Master Plan Amendment, Future Land Use Plan Amendment, and a Zoning Concept Scheme. The Zoning Concept Scheme cannot be adopted until the annexation is approved by City Council.

RECOMMENDATION:

Hold a public hearing and consider action to approve the first reading of Ordinance No. 2022-04 as presented.

ATTACHMENTS:

- Ordinance No. 2022-04
- Exhibit A: Property Sketch and Metes & Bounds Description
- Exhibit B: Municipal Service Agreement
- Attachment 1: Location Map
- Attachment 2: Applicant's Petition for Annexation
- Attachment 3: PowerPoint Presentation

ORDINANCE 2022-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ANNEXING BASTROP COLORADO BEND PHASE 1, FOR 312.61 ACRES OF LAND OUT OF THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NO. 2, LOCATED WEST OF LOVERS LANE AND SOUTHEAST OF THE COLORADO RIVER, AS SHOWN IN EXHIBIT A, PROVIDING FOR FINDINGS OF FACT, ADOPTION, ESTABLISHING ZONING AND CHARACTER DISTRICT, REPEALER, SEVERABILITY, FILING 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 Texas Local Government Code; and

WHEREAS, on or about November 1, 2021, Alton Butler submitted a petition for voluntary annexation of the property in the area described in Exhibit "A" (the "property"), which is attached hereto and incorporated herein for all purposes; and

WHEREAS, City Council has entered into a written agreement with the owners of land in the area for the provision of services in the area; and,

WHEREAS, in accordance with Texas Local Government Code Chapter 43 Subchapter C-3, public notice was given, and a public hearing was held before the City Council regarding the requested annexation; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the base zoning district is established per Section 2.3.003 "Zoning Upon Annexation" as P2, Place Type 2 Rural, the Character District established will extend Pine Village Character District; and,

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

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

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

Section 2: The property in the area described in Exhibit “A”, which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Bastrop, Texas, and is made an integral part, hereof. The official map and boundaries of the City are hereby amended and revised so as to include the area annexed, and to reflect the expansion of the City’s extraterritorial jurisdiction resulting from such annexation.

A service plan prepared in accordance with applicable provisions of state law pertaining to annexation is attached hereto as Exhibit “B” and incorporated herein for all intents and purposes. The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City and are hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

Section 3: The base zoning district established is P2 Rural and the Character District established is Pine Village.

Section 4: 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 5: 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: The City Secretary is hereby instructed to include this Ordinance in the records of the City and to have maps prepared depicting the new municipal boundaries and extraterritorial jurisdiction. The City Secretary is hereby instructed to file a certified copy of this Ordinance and the updated maps with the Bastrop County Clerk.

Section 7: 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 8: This Ordinance shall be effective immediately upon passage and publication.

Section 9: 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 this the 22nd day of February, 2022.

READ & ADOPTED on the Second Reading on this the 8th day of March, 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit “A”
DESCRIPTION OF AREA TO BE ANNEXED

Exhibit “B”

ANNEXATION SERVICE PLAN

FIELD NOTES

THAT PORTION OF THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXAS, BEING A PART OF THAT 546.364 ACRE TRACT OF LAND CONVEYED TO BASTROP COLORADO BEND, LLC BY DEED RECORDED IN DOCUMENT NUMBER 202112664, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS (O.P.R.B.C.TX.) AND A PORTION OF THE COLORADO RIVER; MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN at a 1/2 inch iron rod found at the intersection of the north right-of-way line of Margie's Way (60' R.O.W.) and the west right-of-way line of Lovers Lane (R.O.W. Varies) monumenting an eastern corner of the above referenced 546.364 acre tract for an eastern corner of the herein described tract;

THENCE, along a southern line of said 546.364 acre tract, the north line of River Meadows, Phase 1 according to the plat thereof recorded in Cabinet 4, Slide 16-B, Plat Records of Bastrop County, Texas (P.R.B.C.TX.) and the north line of River Meadows, Phase 2 according to the plat thereof recorded in Cabinet 4, Slide 89-B, P.R.B.C.TX., and across said 546.364 acre tract, N77°48'10"W passing at a distance of 3012.19 feet a 1/2 inch iron rod found at the northeast corner of said River Meadows, Phase 2, and continuing on for a total distance of 3418.73 feet, for an inside corner of the herein described tract of land;

THENCE, continuing across said 546.364 acre tract, the following two (2) courses and distances:

- 1) S12°59'16"W a distance of 721.89 feet to a calculated point for a corner and;
- 2) N77°00'44"W a distance of 2890.84 feet to a calculated point on the top of low bank of the Colorado River, for a western corner of the herein described tract;

THENCE, along the common line of said 546.364 acre tract and said top of low bank of the Colorado River, the following sixteen (16) courses and distances:

- 1) N04°27'12"W a distance of 205.83 feet to a calculated point for a corner;
- 2) N23°56'49"E a distance of 405.92 feet to a calculated point for a corner;
- 3) N31°55'03"E a distance of 492.65 feet to a calculated point for a corner;
- 4) N42°19'52"E a distance of 761.71 feet to a calculated point for a corner;
- 5) N24°20'02"E a distance of 76.48 feet to a calculated point for a corner;
- 6) N76°42'21"E a distance of 215.54 feet to a calculated point for a corner;
- 7) S82°26'37"E a distance of 136.05 feet to a calculated point for a corner;
- 8) S71°34'16"E a distance of 245.56 feet to a calculated point for a corner;
- 9) S84°53'14"E a distance of 113.77 feet to a calculated point for a corner;
- 10) S82°27'35"E a distance of 66.95 feet to a calculated point for a corner;
- 11) S76°43'02"E a distance of 57.36 feet to a calculated point for a corner;
- 12) S57°42'57"E a distance of 45.23 feet to a calculated point for a corner;
- 13) S41°47'14"E a distance of 98.85 feet to a calculated point for a corner;
- 14) S86°03'31"E a distance of 334.43 feet to a calculated point for a corner;
- 15) S89°43'45"E a distance of 427.61 feet to a calculated point for a corner;
- 16) N85°04'35"E a distance of 461.81 feet to a calculated point for a corner;

THENCE, across said Colorado River, N04°39'34"W a distance of 535.42 feet to the southwest corner of The Final Plat of Pecan Park, Section 2 according to the plat thereof recorded in Cabinet 7, Slides 29-A - 30-A, P.R.B.C.TX.;

THENCE, along the north line of said Colorado River and the south line of said Pecan Park, Section 2, the following seven (7) courses and distances:

- 1) N84°06'49"E a distance of 554.84 feet;
- 2) N74°14'36"E a distance of 638.98 feet;
- 3) N70°04'04"E a distance of 506.08 feet;
- 4) N75°55'45"E a distance of 346.22 feet;
- 5) N79°50'42"E a distance of 670.03 feet;
- 6) N65°43'00"E a distance of 758.29 feet;
- 7) N75°40'31"E a distance of 481.30 feet;

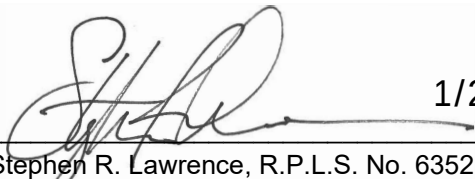
THENCE, across said Colorado River, S29°43'36"E a distance of 281.95 feet to a calculated point at the northeast corner of said 546.364 acre tract, same being at the apparent northwest corner of a called 5.098 acre tract of land conveyed to James Mikulenska and Cindy Mikulenska by deed recorded in Volume 2336, Page 69, O.P.R.B.C.TX., for the northeast corner of the herein described tract of land;

THENCE, along the common line of said 5.098 acre tract and said 546.364 acre tract, S10°27'05"W, passing at a distance of 100.00 feet a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for reference, and continuing for a total distance of 465.77 feet to a 1/2 inch iron rod found on the northern right-of-way line of said Lovers Lane monumenting the southwest corner of said 5.098 acre tract, for an angle point of the herein described tract;

THENCE, along the common line of said 546.364 acre tract and the west right-of-way line of Lovers Lane, S10°55'05"W a distance of 3056.71 feet to the **POINT OF BEGINNING** and containing 348.1 acres of land.

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

PREPARED BY:


Stephen R. Lawrence, R.P.L.S. No. 6352

1/25/2022

Carlson, Brigrance & Doering, Inc.
Firm ID #10024900
12129 RR 620 N. Ste. 600
Austin, Texas 78750
(512) 280-5160 (512) 280-5165 (Fax)
stephen@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

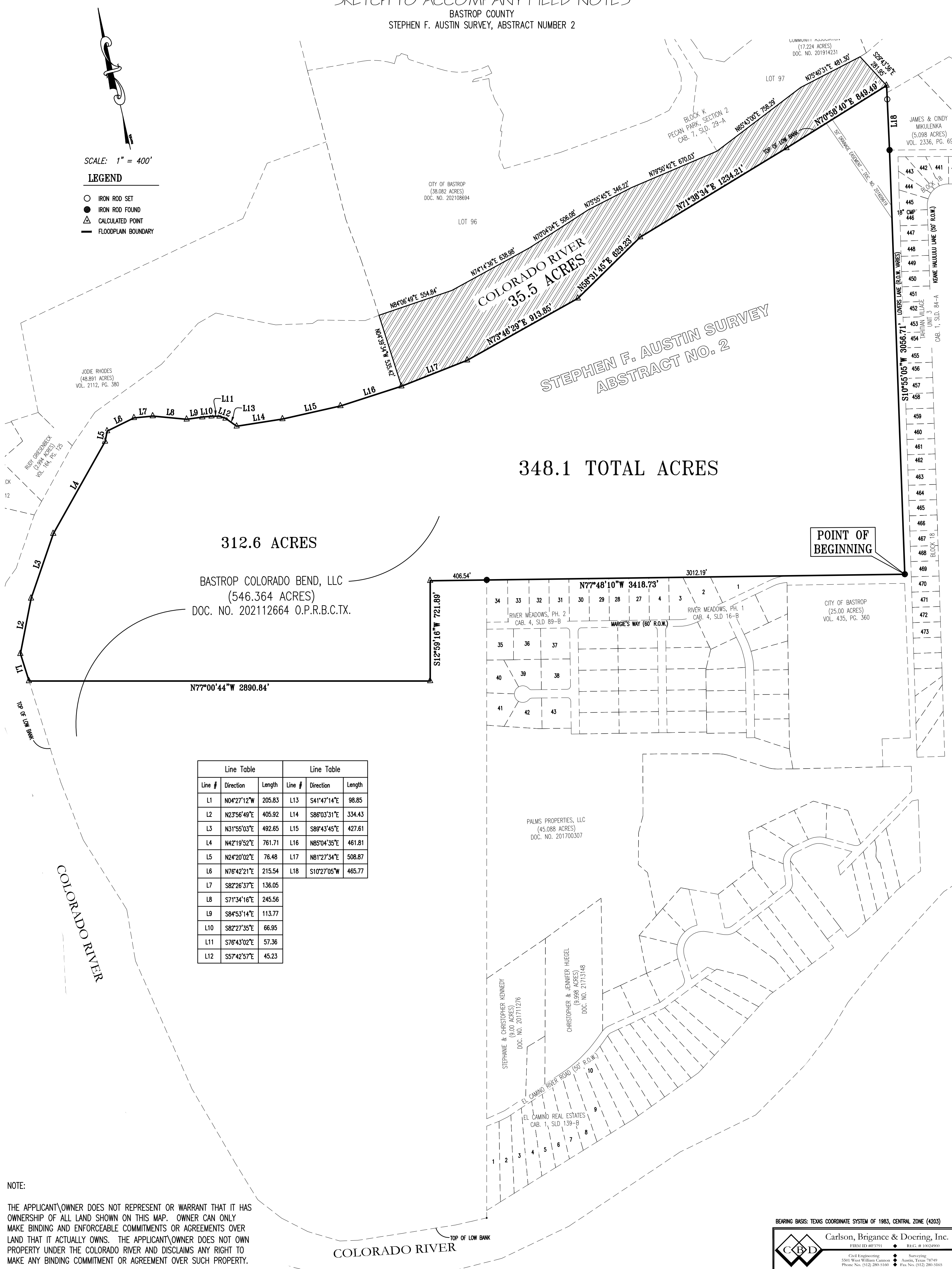
SKETCH TO ACCOMPANY FIELD NOTES

BASTROP COUNTY
STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2

SCALE: 1" = 400'

LEGEND

- IRON ROD SET
- IRON ROD FOUND
- △ CALCULATED POINT
- FLOODPLAIN BOUNDARY



MUNICIPAL SERVICES AGREEMENT

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF BASTROP, TEXAS AND BASTROP COLORADO BEND, LLC

This Municipal Services Agreement (“**Agreement**”) is entered into on this ____ day of February 2022 by and between the City of Bastrop, Texas, a home rule municipality of the State of Texas (“**City**”), and Bastrop Colorado Bend, LLC, a Texas limited liability company (“**Owner**”). In this Agreement, City and Owner are sometimes individually referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS

The Parties agree that the following recitals are true and correct and form the basis upon which the Parties have entered into this Agreement.

WHEREAS, Owner owns certain parcels of land situated in Bastrop County, Texas, which consists of approximately 348.1 acres* of land situated in the City’s extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference (“**Property**”);

WHEREAS, Owner has entered into a Development Agreement with the City pursuant to Section 212.172 of Texas Local Government Code (“**Development Agreement**”), requesting full-purpose annexation of the Property;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, more specifically described in Exhibit A.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s

*Owner does not represent or warrant that it has ownership of all land described in Exhibit A. Owner can only make binding and enforceable commitments or agreements over land that it actually owns. Owner does not own property under the Colorado River and disclaims any right to make any binding commitment or agreement over such property.

infrastructure extension policies and developer or property owner participation in accordance with applicable City ordinances, the approved Development Agreement executed by the City Manager on the 22nd day of June, 2021, and all approved rules, regulations, and policies.

The City hereby declares the following services to be made available to the Property and its Owner(s):

- a. Police Services.** The City provides municipal police protection through a City Police Department and will provide the service to the area once annexed.
- b. Fire Services.** This area is within the ESD #2 Service Area. The City of Bastrop Fire Department will provide aid through the Automatic Aid Agreement with ESD #2. Radio response for Emergency Medical Services will be provided with the present personnel and equipment.
- c. Building Inspection/Code Enforcement Services.** The City of Bastrop will provide building inspection and code enforcement services upon annexation.
- d. Libraries.** Bastrop Public Library provides library services.
- e. Environmental Health & Health Code Enforcement.** Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance.
- f. Planning & Zoning.** The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. Pursuant to the Development Agreement, the Parties anticipate and desire for the Property to be zoned EC (Employment Center), or in a manner that is not inconsistent with land uses provided in the Development Agreement, following the effective date of the annexation ordinance and in accordance with the process and procedures applicable to all other properties within the City. Notwithstanding the foregoing, the Property shall be entitled to be developed with the land uses as more specifically provided in the Development Agreement. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.
- g. Parks & Recreation.** All services and amenities associated with the City's Parks and Recreation activities will extend to this area on the effective date of the annexation ordinance.
- h. Street & Drainage Maintenance.** The City will provide street and drainage maintenance to public streets in the area in accordance with standard City policy as the area develops.
- i. Street Lighting.** The City will provide street lighting to the area in any public right-of-way in accordance with standard City Policy as the area develops.

- j. Traffic Engineering.** The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area.
- k. Sanitation/Solid Waste Collection & Disposal.** The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Progressive Waste Solutions of TX d/b/a Waste Connections of Texas, which will be notified of all newly-annexed parcels.
- l. Water Service.** The area to be annexed will be served water by the City of Bastrop. Subject to related agreements between the City and Owner, extension of services to serve the site will be at the Owner's expense.
- m. Sewer Service.** The area to be annexed will be served by wastewater service by the City of Bastrop. Subject to related agreements between the City and Owner, extension of services to serve the site will be at the Owner's expense.
- n. Miscellaneous.** All other applicable municipal services will be provided to the area in accordance with policies established by the City.

It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

- 5. SCHEDULE.** Due to the size and vacancy of the Property, the plans, and schedule for the development of the Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Agreement:

- a. Water.** Water service and maintenance of water facilities as follows:

- i.** Inspection of water distribution lines as provided by statutes of the State of Texas.
- ii.** The City intends to provide water services to the Property pursuant to the Development Agreement, and the terms of the Development Agreement applicable to water service are incorporated herein by reference. Save and except as provided in the Development Agreement, the City will provide water service in accordance with the applicable ordinances, rules, regulations, and policies of the City in effect from time to time for the extension of water service. The Owner shall construct the internal water lines and, subject to related agreements, pay the costs of line extension and construction of such facilities necessary to provide water service to the Property as required in City ordinances. Upon acceptance of off-site improvements required by the Development Agreement, water service

will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The water system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. In the event of a conflict between this Municipal Services Plan and the Development Agreement for the Property, the terms and provisions of the Development Agreement shall govern and control.

b. Wastewater. Wastewater service and maintenance of wastewater facilities as follows:

- i. Inspection of sewer lines as provided by statutes of the State of Texas.
- ii. The City intends to provide wastewater services to the Property pursuant to the Development Agreement, and the terms of the Development Agreement applicable to wastewater service are incorporated herein by reference. Save and except as provided in the Development Agreement, the City will provide wastewater service in accordance with the applicable rules and regulations for the provision of wastewater service in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. The Owner shall construct the internal wastewater lines and, subject to related agreements, pay the costs of line extension and construction of facilities necessary to provide wastewater service to the Property as required in City ordinances. Upon acceptance of any off-site improvements required by the Development Agreement, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. In the event of a conflict between this Municipal Services Plan and the Development Agreement for the Property, the terms and provisions of the Development Agreement shall govern and control.

6. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement.
7. **SEVERABILITY.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this

Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

8. **INTERPRETATION.** The Parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
9. **GOVERNING LAW AND VENUE.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Bastrop County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Bastrop County, Texas.
10. **NO WAIVER.** The failure of either Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
11. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
13. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
14. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
15. **ENTIRE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

[The remainder of this page intentionally left blank.]

EXECUTED in multiple originals, and in full force and effect as of the Effective Date.

CITY:

City of Bastrop, Texas

a Texas home-rule municipal corporation

Attest:

By: _____

Name: Ann Franklin

Title: City Secretary

By: _____

Name: Paul A. Hofmann

Title: City Manager

THE STATE OF TEXAS §

COUNTY OF BASTROP §

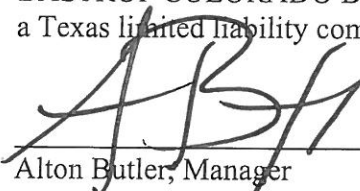
This instrument was acknowledged before me on this ____ day of _____, 2022, by Paul A. Hofmann, City Manager of the City of Bastrop, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

OWNER:

BASTROP COLORADO BEND, LLC,
a Texas limited liability company



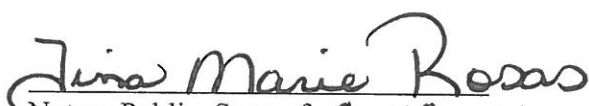
Alton Butler, Manager

THE STATE OF California §

COUNTY OF Los Angeles §

This instrument was acknowledged before me on the 9th day of February 2022,
by Alton Butler, Manager of Bastrop Colorado Bend, LLC, a Texas limited liability company, on
behalf of said limited liability company for the purposes set forth herein.

(SEAL)



Notary Public, State of California



FIELD NOTES

THAT PORTION OF THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXAS, BEING A PART OF THAT 546.364 ACRE TRACT OF LAND CONVEYED TO BASTROP COLORADO BEND, LLC BY DEED RECORDED IN DOCUMENT NUMBER 202112664, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS (O.P.R.B.C.TX.) AND A PORTION OF THE COLORADO RIVER; MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN at a 1/2 inch iron rod found at the intersection of the north right-of-way line of Margie's Way (60' R.O.W.) and the west right-of-way line of Lovers Lane (R.O.W. Varies) monumenting an eastern corner of the above referenced 546.364 acre tract for an eastern corner of the herein described tract;

THENCE, along a southern line of said 546.364 acre tract, the north line of River Meadows, Phase 1 according to the plat thereof recorded in Cabinet 4, Slide 16-B, Plat Records of Bastrop County, Texas (P.R.B.C.TX.) and the north line of River Meadows, Phase 2 according to the plat thereof recorded in Cabinet 4, Slide 89-B, P.R.B.C.TX., and across said 546.364 acre tract, N77°48'10"W passing at a distance of 3012.19 feet a 1/2 inch iron rod found at the northeast corner of said River Meadows, Phase 2, and continuing on for a total distance of 3418.73 feet, for an inside corner of the herein described tract of land;

THENCE, continuing across said 546.364 acre tract, the following two (2) courses and distances:

- 1) S12°59'16"W a distance of 721.89 feet to a calculated point for a corner and;
- 2) N77°00'44"W a distance of 2890.84 feet to a calculated point on the top of low bank of the Colorado River, for a western corner of the herein described tract;

THENCE, along the common line of said 546.364 acre tract and said top of low bank of the Colorado River, the following sixteen (16) courses and distances:

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- 2) N23°56'49"E a distance of 405.92 feet to a calculated point for a corner;
- 3) N31°55'03"E a distance of 492.65 feet to a calculated point for a corner;
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- 7) S82°26'37"E a distance of 136.05 feet to a calculated point for a corner;
- 8) S71°34'16"E a distance of 245.56 feet to a calculated point for a corner;
- 9) S84°53'14"E a distance of 113.77 feet to a calculated point for a corner;
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- 12) S57°42'57"E a distance of 45.23 feet to a calculated point for a corner;
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- 14) S86°03'31"E a distance of 334.43 feet to a calculated point for a corner;
- 15) S89°43'45"E a distance of 427.61 feet to a calculated point for a corner;
- 16) N85°04'35"E a distance of 461.81 feet to a calculated point for a corner;

THENCE, across said Colorado River, N04°39'34"W a distance of 535.42 feet to the southwest corner of The Final Plat of Pecan Park, Section 2 according to the plat thereof recorded in Cabinet 7, Slides 29-A - 30-A, P.R.B.C.TX.;

THENCE, along the north line of said Colorado River and the south line of said Pecan Park, Section 2, the following seven (7) courses and distances:

- 1) N84°06'49"E a distance of 554.84 feet;
- 2) N74°14'36"E a distance of 638.98 feet;
- 3) N70°04'04"E a distance of 506.08 feet;
- 4) N75°55'45"E a distance of 346.22 feet;
- 5) N79°50'42"E a distance of 670.03 feet;
- 6) N65°43'00"E a distance of 758.29 feet;
- 7) N75°40'31"E a distance of 481.30 feet;

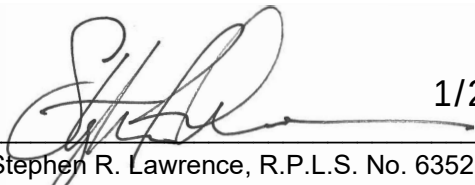
THENCE, across said Colorado River, S29°43'36"E a distance of 281.95 feet to a calculated point at the northeast corner of said 546.364 acre tract, same being at the apparent northwest corner of a called 5.098 acre tract of land conveyed to James Mikulenska and Cindy Mikulenska by deed recorded in Volume 2336, Page 69, O.P.R.B.C.TX., for the northeast corner of the herein described tract of land;

THENCE, along the common line of said 5.098 acre tract and said 546.364 acre tract, S10°27'05"W, passing at a distance of 100.00 feet a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for reference, and continuing for a total distance of 465.77 feet to a 1/2 inch iron rod found on the northern right-of-way line of said Lovers Lane monumenting the southwest corner of said 5.098 acre tract, for an angle point of the herein described tract;

THENCE, along the common line of said 546.364 acre tract and the west right-of-way line of Lovers Lane, S10°55'05"W a distance of 3056.71 feet to the **POINT OF BEGINNING** and containing 348.1 acres of land.

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

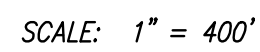
PREPARED BY:


1/25/2022
Stephen R. Lawrence, R.P.L.S. No. 6352
Carlson, Brigrance & Doering, Inc.
Firm ID #10024900
12129 RR 620 N. Ste. 600
Austin, Texas 78750
(512) 280-5160 (512) 280-5165 (Fax)
stephen@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

BASTROP COUNTY
STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2



 IRON ROD SET
 IRON ROD FOUND
 CALCULATED POINT
 FLOODPLAIN BOUNDARY

CITY OF BASTROP
(38.082 ACRES)
DOC. NO. 202108694

LOT 96

COMMUNITY ASSOCIATION
(17.224 ACRES)
DOC. NO. 201914231

BLOCK K
PECAN PARK, SECTION 2
CAB. 7, SLD. 29-A

JAMES & CINDY
MIKULENKA
(5.098 ACRES)
OL. 2336, PG. 69

JODIE RHODES
(48.891 ACRES)
VOL. 2112, PG. 380

13.85'

STEPHEN F. AUSTIN SURVEY
ABSTRACT NO. 2

348.1 TOTAL ACRES

312.6 ACRES

BASTROP COLORADO BEND, LLC -
(546.364 ACRES)
DOC. NO. 202112664 O.P.R.B.C.TX.

POINT OF BEGINNING

CITY OF BASTROP
(25.00 ACRES)
VOL. 435, PG. 360

Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length
L1	N04°27'12"W	205.83	L13	S41°47'14"E	98.85
L2	N23°56'49"E	405.92	L14	S86°03'31"E	334.43
L3	N31°55'03"E	492.65	L15	S89°43'45"E	427.61
L4	N42°19'52"E	761.71	L16	N85°04'35"E	461.81
L5	N24°20'02"E	76.48	L17	N81°27'34"E	508.87
L6	N76°42'21"E	215.54	L18	S10°27'05"W	465.77
L7	S82°26'37"E	136.05			
L8	S71°34'16"E	245.56			
L9	S84°53'14"E	113.77			
L10	S82°27'35"E	66.95			
L11	S76°43'02"E	57.36			
L12	S57°42'57"E	45.23			

COLORADO RIVER

PALMS PROPERTIES, LLC
(45.088 ACRES)
DOC. NO. 201700307

STEPHANIE & CHRISTOPHER KENNEDY
(9.00 ACRES)
DOC. NO. 201711276

CHRISTOPHER & JENNIFER HUEGEL
(9.998 ACRES)
DOC. NO. 21713148

EL CAMINO REAL ESTATES
CAB. 1, SLD 139-B

NOTE:

THE APPLICANT\OWNER DOES NOT REPRESENT OR WARRANT THAT IT HAS OWNERSHIP OF ALL LAND SHOWN ON THIS MAP. OWNER CAN ONLY MAKE BINDING AND ENFORCEABLE COMMITMENTS OR AGREEMENTS OVER LAND THAT IT ACTUALLY OWNS. THE APPLICANT\OWNER DOES NOT OWN PROPERTY UNDER THE COLORADO RIVER AND DISCLAIMS ANY RIGHT TO MAKE ANY BINDING COMMITMENT OR AGREEMENT OVER SUCH PROPERTY.

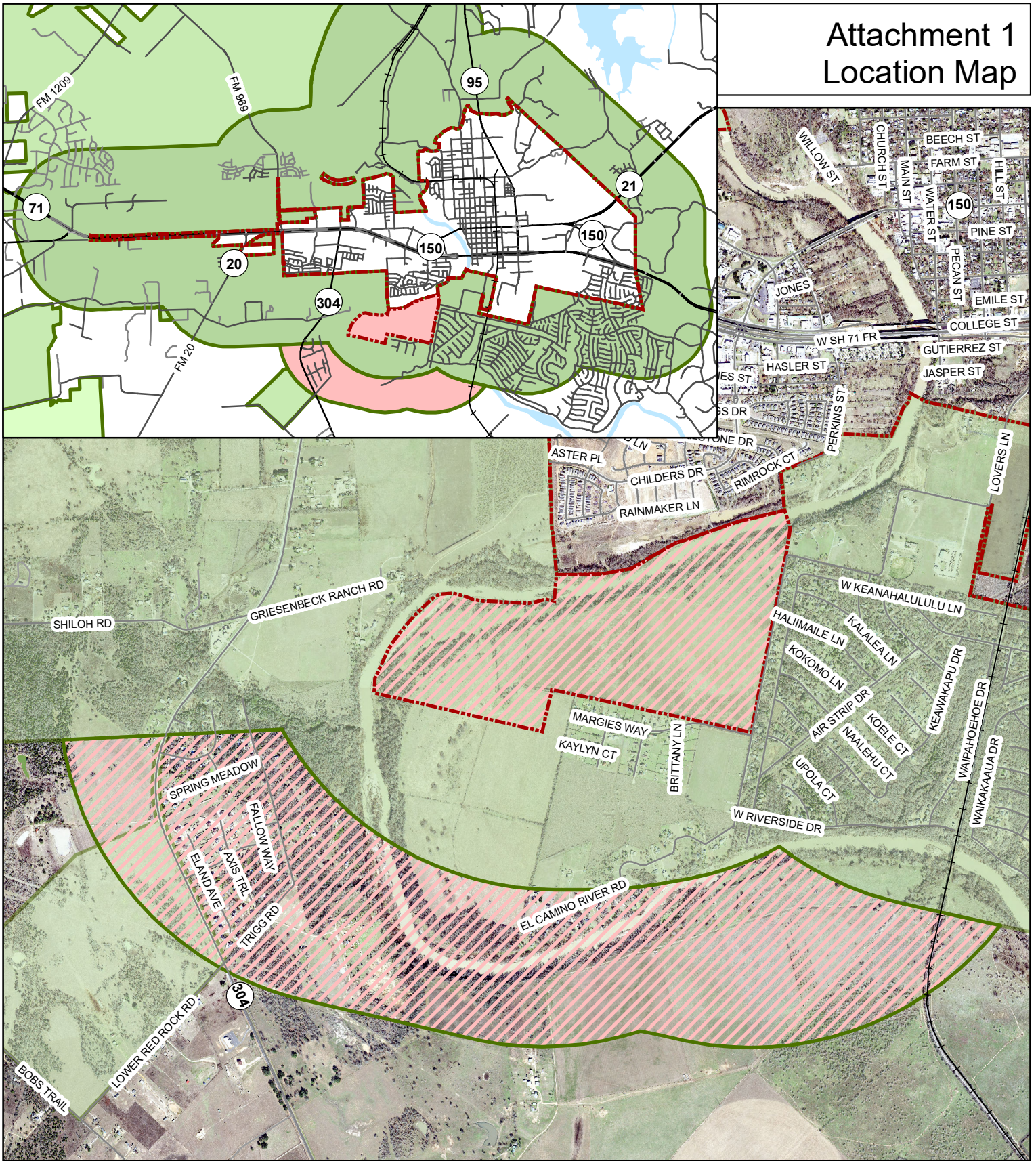
COLORADO RIVER

— TOP OF LOW BANK

BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)



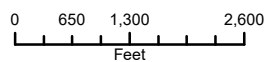
Attachment 1 Location Map



Legend

- Existing City Limits
- Proposed Annexation
- ETJ Statutory Expansion
- Existing ETJ Statutory (one-mile)
- Existing ETJ Area A

Proposed Annexation and Extraterritorial Jurisdiction Expansion Bastrop Colorado Bend Phase 1



Date: 2/7/2022

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



ANNEXATION PETITION

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF BASTROP FOR ANNEXATION OF PROPERTY

WHEREAS, the undersigned is the owner of a certain tract of property located within Bastrop County, Texas, such property more particularly described hereinafter by true and correct legal description (referred to herein as the “**Property**”);

WHEREAS, the undersigned has sought the annexation of the Property by the City of Bastrop, Texas (hereinafter sometimes referred to as “**City**”), to obtain the benefits of City services to the Property by the City;

WHEREAS, the Property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to §43.0671, *Tex. Loc. Gov’t. Code* and the request of the owner, is authorized to annex the Property; and

WHEREAS, the undersigned agrees and consents to the annexation of the Property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW, THEREFORE, the undersigned by this Request and Petition:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Bastrop, Texas, of all portions of the Property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows:

Being all that certain 348.1 acre* tract of land situated in the Stephen F. Austin Survey, Abstract Number 2, Bastrop County, Texas, being more particularly shown and described in the Exhibit A attached hereto and incorporated herein for all purposes.

*Petitioner does not represent or warrant that it has ownership of all land described in Exhibit A. Petitioner does not own property under the Colorado River and disclaims any right to make any binding commitment or agreement over such property.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including the general governmental services as set forth in the municipal services plan.

SECTION THREE: Acknowledges and represents having received, read and understood the attached “draft” Service Plan, attached hereto as Exhibit B, (proposed to be applicable to and adopted for the Property) and that such “draft” Service Plan is wholly adequate and acceptable to the undersigned who hereby request the City Council to proceed with the annexation and

preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

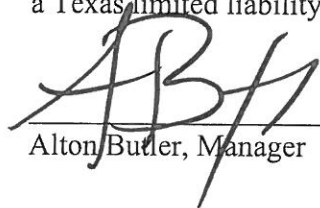
SECTION FOUR: Acknowledges that the undersigned understands and agrees that all City services to the Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Bastrop and in the real property records of Bastrop County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

FILED, this 9th day of February 2022, with the City Secretary of the City of Bastrop, Bastrop County, Texas.

Petitioner:

BASTROP COLORADO BEND, LLC,
a Texas limited liability company



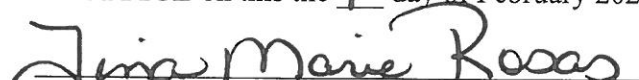
Alton Butler, Manager

STATE OF California §
COUNTY OF Los Angeles §

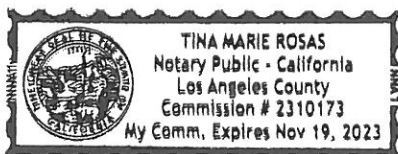
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Alton Butler, Manager of Bastrop Colorado Bend, LLC, a Texas limited liability company, and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 9th day of February 2022.

(SEAL)



Notary Public-State of California



FIELD NOTES

THAT PORTION OF THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXAS, BEING A PART OF THAT 546.364 ACRE TRACT OF LAND CONVEYED TO BASTROP COLORADO BEND, LLC BY DEED RECORDED IN DOCUMENT NUMBER 202112664, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS (O.P.R.B.C.TX.) AND A PORTION OF THE COLORADO RIVER; MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN at a 1/2 inch iron rod found at the intersection of the north right-of-way line of Margie's Way (60' R.O.W.) and the west right-of-way line of Lovers Lane (R.O.W. Varies) monumenting an eastern corner of the above referenced 546.364 acre tract for an eastern corner of the herein described tract;

THENCE, along a southern line of said 546.364 acre tract, the north line of River Meadows, Phase 1 according to the plat thereof recorded in Cabinet 4, Slide 16-B, Plat Records of Bastrop County, Texas (P.R.B.C.TX.) and the north line of River Meadows, Phase 2 according to the plat thereof recorded in Cabinet 4, Slide 89-B, P.R.B.C.TX., and across said 546.364 acre tract, N77°48'10"W passing at a distance of 3012.19 feet a 1/2 inch iron rod found at the northeast corner of said River Meadows, Phase 2, and continuing on for a total distance of 3418.73 feet, for an inside corner of the herein described tract of land;

THENCE, continuing across said 546.364 acre tract, the following two (2) courses and distances:

- 1) S12°59'16"W a distance of 721.89 feet to a calculated point for a corner and;
- 2) N77°00'44"W a distance of 2890.84 feet to a calculated point on the top of low bank of the Colorado River, for a western corner of the herein described tract;

THENCE, along the common line of said 546.364 acre tract and said top of low bank of the Colorado River, the following sixteen (16) courses and distances:

- 1) N04°27'12"W a distance of 205.83 feet to a calculated point for a corner;
- 2) N23°56'49"E a distance of 405.92 feet to a calculated point for a corner;
- 3) N31°55'03"E a distance of 492.65 feet to a calculated point for a corner;
- 4) N42°19'52"E a distance of 761.71 feet to a calculated point for a corner;
- 5) N24°20'02"E a distance of 76.48 feet to a calculated point for a corner;
- 6) N76°42'21"E a distance of 215.54 feet to a calculated point for a corner;
- 7) S82°26'37"E a distance of 136.05 feet to a calculated point for a corner;
- 8) S71°34'16"E a distance of 245.56 feet to a calculated point for a corner;
- 9) S84°53'14"E a distance of 113.77 feet to a calculated point for a corner;
- 10) S82°27'35"E a distance of 66.95 feet to a calculated point for a corner;
- 11) S76°43'02"E a distance of 57.36 feet to a calculated point for a corner;
- 12) S57°42'57"E a distance of 45.23 feet to a calculated point for a corner;
- 13) S41°47'14"E a distance of 98.85 feet to a calculated point for a corner;
- 14) S86°03'31"E a distance of 334.43 feet to a calculated point for a corner;
- 15) S89°43'45"E a distance of 427.61 feet to a calculated point for a corner;
- 16) N85°04'35"E a distance of 461.81 feet to a calculated point for a corner;

THENCE, across said Colorado River, N04°39'34"W a distance of 535.42 feet to the southwest corner of The Final Plat of Pecan Park, Section 2 according to the plat thereof recorded in Cabinet 7, Slides 29-A - 30-A, P.R.B.C.TX.;

THENCE, along the north line of said Colorado River and the south line of said Pecan Park, Section 2, the following seven (7) courses and distances:

- 1) N84°06'49"E a distance of 554.84 feet;
- 2) N74°14'36"E a distance of 638.98 feet;
- 3) N70°04'04"E a distance of 506.08 feet;
- 4) N75°55'45"E a distance of 346.22 feet;
- 5) N79°50'42"E a distance of 670.03 feet;
- 6) N65°43'00"E a distance of 758.29 feet;
- 7) N75°40'31"E a distance of 481.30 feet;

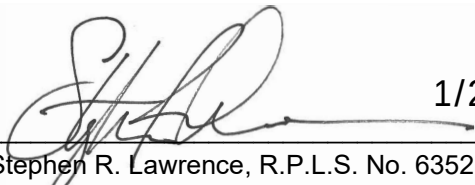
THENCE, across said Colorado River, S29°43'36"E a distance of 281.95 feet to a calculated point at the northeast corner of said 546.364 acre tract, same being at the apparent northwest corner of a called 5.098 acre tract of land conveyed to James Mikulenska and Cindy Mikulenska by deed recorded in Volume 2336, Page 69, O.P.R.B.C.TX., for the northeast corner of the herein described tract of land;

THENCE, along the common line of said 5.098 acre tract and said 546.364 acre tract, S10°27'05"W, passing at a distance of 100.00 feet a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for reference, and continuing for a total distance of 465.77 feet to a 1/2 inch iron rod found on the northern right-of-way line of said Lovers Lane monumenting the southwest corner of said 5.098 acre tract, for an angle point of the herein described tract;

THENCE, along the common line of said 546.364 acre tract and the west right-of-way line of Lovers Lane, S10°55'05"W a distance of 3056.71 feet to the **POINT OF BEGINNING** and containing 348.1 acres of land.

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

PREPARED BY:


1/25/2022
Stephen R. Lawrence, R.P.L.S. No. 6352
Carlson, Brigrance & Doering, Inc.
Firm ID #10024900
12129 RR 620 N. Ste. 600
Austin, Texas 78750
(512) 280-5160 (512) 280-5165 (Fax)
stephen@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

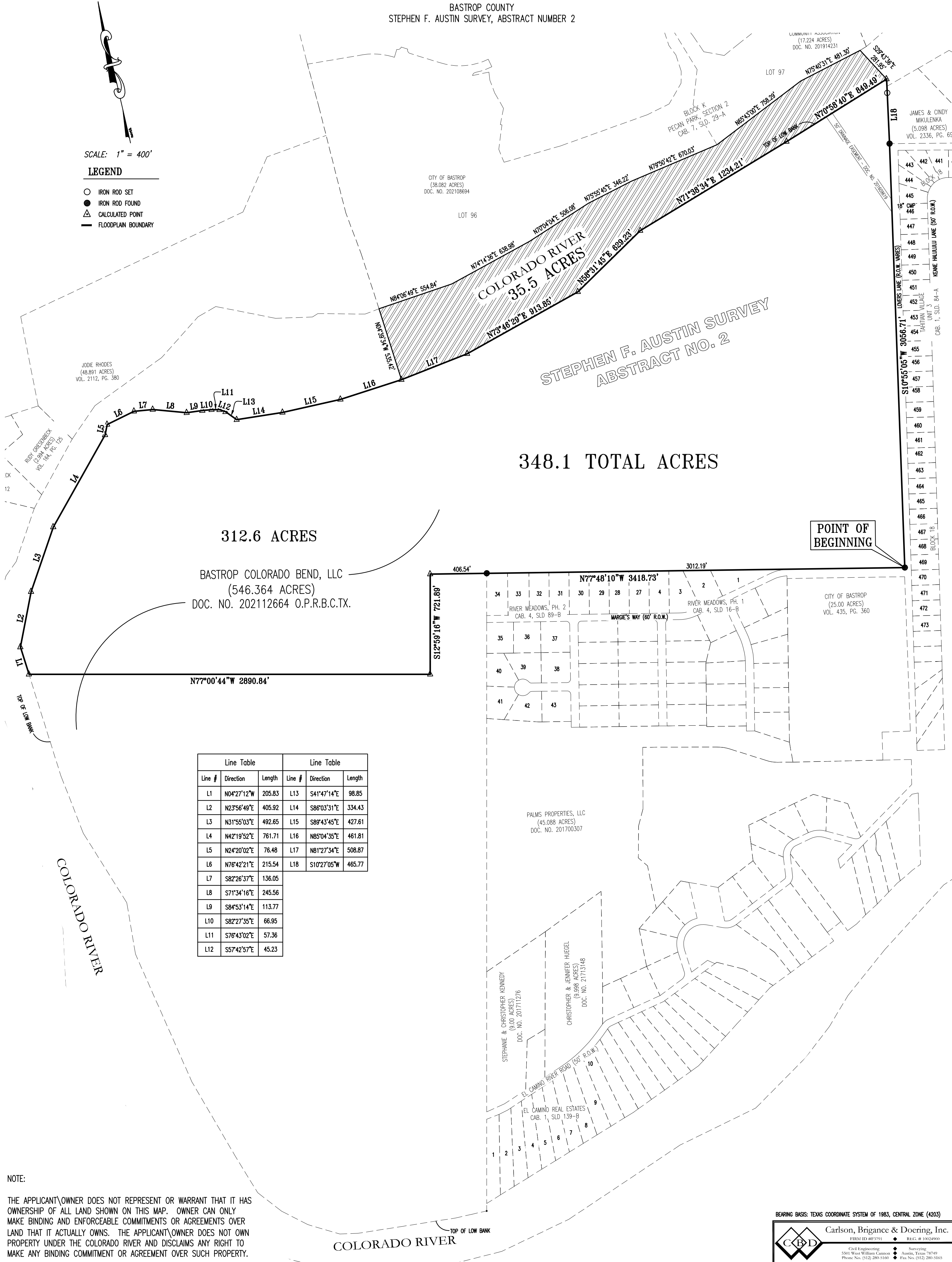
SKETCH TO ACCOMPANY FIELD NOTES

BASTROP COUNTY
STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2

SCALE: 1" = 400'

LEGEND

- IRON ROD SET
- IRON ROD FOUND
- △ CALCULATED POINT
- FLOODPLAIN BOUNDARY



BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

Carlson, Brigrance & Doering, Inc.

FIRM ID #E3791 R/G. # 10024900

Civil Engineering Surveying

5501 West William Cannon Austin, Texas 78749

Phone No. (512) 280-5160 Fax No. (512) 280-5165

Exhibit B
MUNICIPAL SERVICES AGREEMENT

**MUNICIPAL SERVICES AGREEMENT BETWEEN THE
CITY OF BASTROP, TEXAS AND BASTROP COLORADO BEND, LLC**

This Municipal Services Agreement (“**Agreement**”) is entered into on this ____ day of February 2022 by and between the City of Bastrop, Texas, a home rule municipality of the State of Texas (“**City**”), and Bastrop Colorado Bend, LLC, a Texas limited liability company (“**Owner**”). In this Agreement, City and Owner are sometimes individually referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS

The Parties agree that the following recitals are true and correct and form the basis upon which the Parties have entered into this Agreement.

WHEREAS, Owner owns certain parcels of land situated in Bastrop County, Texas, which consists of approximately 348.1 acres* of land situated in the City’s extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference (“**Property**”);

WHEREAS, Owner has entered into a Development Agreement with the City pursuant to Section 212.172 of Texas Local Government Code (“**Development Agreement**”), requesting full-purpose annexation of the Property;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, more specifically described in Exhibit A.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s

*Owner does not represent or warrant that it has ownership of all land described in Exhibit A. Owner can only make binding and enforceable commitments or agreements over land that it actually owns. Owner does not own property under the Colorado River and disclaims any right to make any binding commitment or agreement over such property.

infrastructure extension policies and developer or property owner participation in accordance with applicable City ordinances, the approved Development Agreement executed by the City Manager on the 22nd day of June, 2021, and all approved rules, regulations, and policies.

The City hereby declares the following services to be made available to the Property and its Owner(s):

- a. Police Services.** The City provides municipal police protection through a City Police Department and will provide the service to the area once annexed.
- b. Fire Services.** This area is within the ESD #2 Service Area. The City of Bastrop Fire Department will provide aid through the Automatic Aid Agreement with ESD #2. Radio response for Emergency Medical Services will be provided with the present personnel and equipment.
- c. Building Inspection/Code Enforcement Services.** The City of Bastrop will provide building inspection and code enforcement services upon annexation.
- d. Libraries.** Bastrop Public Library provides library services.
- e. Environmental Health & Health Code Enforcement.** Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance.
- f. Planning & Zoning.** The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. Pursuant to the Development Agreement, the Parties anticipate and desire for the Property to be zoned EC (Employment Center), or in a manner that is not inconsistent with land uses provided in the Development Agreement, following the effective date of the annexation ordinance and in accordance with the process and procedures applicable to all other properties within the City. Notwithstanding the foregoing, the Property shall be entitled to be developed with the land uses as more specifically provided in the Development Agreement. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.
- g. Parks & Recreation.** All services and amenities associated with the City's Parks and Recreation activities will extend to this area on the effective date of the annexation ordinance.
- h. Street & Drainage Maintenance.** The City will provide street and drainage maintenance to public streets in the area in accordance with standard City policy as the area develops.
- i. Street Lighting.** The City will provide street lighting to the area in any public right-of-way in accordance with standard City Policy as the area develops.

- j. Traffic Engineering.** The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area.
- k. Sanitation/Solid Waste Collection & Disposal.** The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Progressive Waste Solutions of TX d/b/a Waste Connections of Texas, which will be notified of all newly-annexed parcels.
- l. Water Service.** The area to be annexed will be served water by the City of Bastrop. Subject to related agreements between the City and Owner, extension of services to serve the site will be at the Owner's expense.
- m. Sewer Service.** The area to be annexed will be served by wastewater service by the City of Bastrop. Subject to related agreements between the City and Owner, extension of services to serve the site will be at the Owner's expense.
- n. Miscellaneous.** All other applicable municipal services will be provided to the area in accordance with policies established by the City.

It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

- 5. SCHEDULE.** Due to the size and vacancy of the Property, the plans, and schedule for the development of the Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Agreement:

- a. Water.** Water service and maintenance of water facilities as follows:

- i.** Inspection of water distribution lines as provided by statutes of the State of Texas.
- ii.** The City intends to provide water services to the Property pursuant to the Development Agreement, and the terms of the Development Agreement applicable to water service are incorporated herein by reference. Save and except as provided in the Development Agreement, the City will provide water service in accordance with the applicable ordinances, rules, regulations, and policies of the City in effect from time to time for the extension of water service. The Owner shall construct the internal water lines and, subject to related agreements, pay the costs of line extension and construction of such facilities necessary to provide water service to the Property as required in City ordinances. Upon acceptance of off-site improvements required by the Development Agreement, water service

will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The water system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. In the event of a conflict between this Municipal Services Plan and the Development Agreement for the Property, the terms and provisions of the Development Agreement shall govern and control.

b. Wastewater. Wastewater service and maintenance of wastewater facilities as follows:

- i. Inspection of sewer lines as provided by statutes of the State of Texas.
- ii. The City intends to provide wastewater services to the Property pursuant to the Development Agreement, and the terms of the Development Agreement applicable to wastewater service are incorporated herein by reference. Save and except as provided in the Development Agreement, the City will provide wastewater service in accordance with the applicable rules and regulations for the provision of wastewater service in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. The Owner shall construct the internal wastewater lines and, subject to related agreements, pay the costs of line extension and construction of facilities necessary to provide wastewater service to the Property as required in City ordinances. Upon acceptance of any off-site improvements required by the Development Agreement, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. In the event of a conflict between this Municipal Services Plan and the Development Agreement for the Property, the terms and provisions of the Development Agreement shall govern and control.

6. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement.
7. **SEVERABILITY.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this

Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

8. **INTERPRETATION.** The Parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
9. **GOVERNING LAW AND VENUE.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Bastrop County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Bastrop County, Texas.
10. **NO WAIVER.** The failure of either Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
11. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
13. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
14. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
15. **ENTIRE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

[The remainder of this page intentionally left blank.]

EXECUTED in multiple originals, and in full force and effect as of the Effective Date.

CITY:

City of Bastrop, Texas

a Texas home-rule municipal corporation

Attest:

By: _____

Name: Ann Franklin

Title: City Secretary

By: _____

Name: Paul A. Hofmann

Title: City Manager

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me on this ____ day of _____, 2022, by Paul A. Hofmann, City Manager of the City of Bastrop, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

OWNER:

BASTROP COLORADO BEND, LLC,
a Texas limited liability company

Alton Butler, Manager

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____ 2022,
by Alton Butler, Manager of Bastrop Colorado Bend, LLC, a Texas limited liability company, on
behalf of said limited liability company for the purposes set forth herein.

(SEAL)

Notary Public, State of _____



STAFF REPORT

MEETING DATE: February 22, 2022

AGENDA ITEM: 9F

TITLE:

Hold a public hearing and consider action to approve the first reading of Ordinance No. 2022-06 of the City Council of the City of Bastrop amending the Transportation Master Plan - Master Thoroughfare Plan and Street Grid for Bastrop Colorado Bend, LLP for 546.364 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2, to the west of Lovers Lane, located within the city limits of the City of Bastrop and the City of Bastrop Extraterritorial Jurisdiction; 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 and move to include on the March 8, 2022 Regular Agenda for the second reading.

AGENDA ITEM SUBMITTED BY:

Jennifer C. Bills, Director of Planning & Development

BACKGROUND/HISTORY:

The Bastrop Colorado Bend development is a proposed 546-acre development with a mix of land uses and development types that support a primary use as a film studio. The site is currently located within the City's Statutory Extraterritorial Jurisdiction, but applicant has requested the annexation and rezoning of 312.591 +/- of the total tract for the first phase of development. See the attached Background Memo for more information.

PLANNING & ZONING COMMISSION REPORT:

The P&Z Commission voted 3-2 to recommend approval. A vote of 5 affirmative votes is required for the Commission to make a recommendation to City Council, so no recommendation has been made by P&Z.

RECOMMENDATION:

Hold a public hearing and consider action approve the first reading of Ordinance No. 2022-06 as presented.

ATTACHMENTS:

- Background Memo
- Ordinance 2022-06
- Exhibit A – Proposed Transportation Master Plan Amendment
- Attachment 1 – Location Map
- Attachment 2 – Existing Transportation Master Plan Street Grid
- Attachment 3 – March 8, 2021 Bastrop County Commissioners' Court Meeting Minutes
- Attachment 4 – Property Owner Notice
- Attachment 5 – Public Responses
- Attachment 6 – Powerpoint Presentation

TO: Paul A. Hofmann, City Manager
From: Jennifer C. Bills, Director of Planning & Development
Date: February 13, 2022
Subject: Bastrop Colorado Bend Master Transportation Plan Thoroughfare Plan Amendment



=====

ITEM DETAILS:

Site Address:	West of Lovers Lane (Attachment 1)
Total Acreage:	546.364 +/- acres
Legal Description:	546.364 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2
Property Owner:	Alton Butler, Bastrop Colorado Bend, LLC
Agent Contact:	Matt Synatschk, Carlson, Brigance, and Doering, Inc.
Existing Use:	Vacant/Undeveloped
Existing Zoning:	None. Extra-Territorial Jurisdiction
Adopted Plan:	June 22, 2021, Development Agreement
Existing Future Land Use Category:	Rural Residential (FLU amendment requested to Industry)

BACKGROUND/HISTORY:

The Bastrop Colorado Bend development is a proposed 546-acre development with a mix of land uses and development types that support a primary use as a film studio. The site is currently located within the City's Statutory Extraterritorial Jurisdiction, but applicant has requested the annexation and rezoning of 312.591 +/- of the total tract for the first phase of development.

This tract is bordered on the west by the Colorado River. As a property that is mostly within the 100-year and 500-year flood plain, the Future Land Use Plan envisioned the best use for this property to be low-density residential. Taken as a single development, this property also has limited access to the west without the construction of bridges over the Colorado River. With this considered, the Major Thoroughfare Map adopted in 2017 established a Collector Level Road across the property from Lovers Lane that includes a bridge to cross the Colorado River and connect to SH 304 to the west (Attachment 2). The 2019 Transportation Master Plan Street Grid reclassified this as a Primary Multimodal Street and added 720-foot grid Local Connector Streets that fit the Rural Residential Character District. As this property is in the Extraterritorial Jurisdiction, Bastrop County has also adopted a Transportation Plan in 2016 which also included the connection over the Colorado River to align the roads.

The applicant is requesting a change to the Comprehensive Plan - Master Transportation Plan to eliminate any streets that would bisect the property. To do this, the Local Connector Streets would be removed, and the Primary Multimodal Street, as well as the bridge crossing the Colorado River would be relocated to the eastern boundary of the property. The Transportation Master Plan was adopted on February 28, 2017, and Chapter 5 – Thoroughfare Plan including the Major Thoroughfare Map was amended on November 12, 2019. The TMP and amendment can be found here: https://www.cityofbastrop.org/page/plan.long_range

At the March 8, 2021 Bastrop County Commissioners' Court meeting, the Commission voted to "convey our willingness to conceptually amend our Transportation Plan and be flexible to honor this developer's request not to have a new regional corridor go through his development to connect Lovers Lan to SH 304." (Attachment 3). No actual route was determined or amended in the County's Transportation Plan.

As the current annexation only covers a portion of the entire development, the Transportation Master Plan amendment reflects changing only the area within the current annexation area (Exhibit A). This would relocate the Primary Multimodal Street and remove the 720 local street grid requirements within the 312.591 +/- acres but leave the grid in place until the annexation on the remaining 233.773 +/- acres.

Staff is proposing to relocate the Primary Multimodal Street to the east boundary of the property and to relocate the bridge to the southeast corner of the tract. A future Transportation Plan Amendment will be brought forward by Planning Staff to propose a route for a connection from the bridge to SH 304.

The applicant is proposing to allow the site to develop as a single tract with no public internal roads (Local Connector Streets). This would allow for the development of a multi-faceted film studio facility which would include production facilities, sound stages, backlots, storage, and other ancillary spaces. Lodging, restaurants, event spaces, and recreational facilities would all support the film studio use.

POLICY EXPLANATION:

Comprehensive Plan Amendments are regulated under Section 213 of the Texas Local Government Code.

Sec. 213.003. Adoption of 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

A public hearing was held on January 27, 2022 at the Planning & Zoning Commission meeting and a public hearing will be held on February 22, 2022 at the City Council meeting.

(2) review by the municipality's planning commission or department, if one exists.

The Planning & Zoning Commission voted to recommendation the amendment by a vote of 3-2. A minimum vote of 5 affirmative votes is required to make a report to city Council, so no recommendation was made.

(b) A municipality may establish, in its charter or by ordinance, procedures for adopting and amending a comprehensive plan.

Amendments to the Comprehensive Plan are adopted by ordinance following the requirements of the City Charter.

A published notice was placed in the Bastrop Advertiser on January 8th and sent mailed notices to 61 property owners within 200 feet of the property (Attachment 3). At the time of this report, three responses to the project have been received, 2 opposed and 1 no objection (Attachment 4).

RECOMMENDATION:

Hold public hearing and consider action to approve the first reading of Ordinance 2022-06 of the City Council of the City of Bastrop amending the Transportation Master Plan - Master Thoroughfare Plan and Street Grid for Bastrop Colorado Bend, LLP for 546.364 +/- acres of land out of the Stephen F. Austin Survey Abstract 2, to the west of Lovers Lane, located within the city limits of the City of Bastrop and the City of Bastrop Extraterritorial Jurisdiction; 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 and move to the March 8, 2022 Regular Agenda.

ORDINANCE 2022-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AMENDING THE 2036 COMPREHENSIVE PLAN BY AMENDING AMENDING THE TRANSPORTATION MASTER PLAN - MASTER THOROUGHFARE PLAN AND STREET GRID FOR BASTROP COLORADO BEND, LLP FOR 546.364 +/- ACRES OF LAND OUT OF THE STEPHEN F. AUSTIN SURVEY, ABSTRACT 2, TO THE WEST OF LOVERS LANE, LOCATED LOCATED WITHIN THE CITY LIMITS OF THE CITY OF BASTROP AND THE CITY OF BASTROP EXTRATERRITORIAL JURISDICTION; 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 AND MOVE TO THE MARCH 8, 2022 REGULAR AGENDA.

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, Comprehensive 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 Council updated the Transportation Master Plan on November 12, 2019 by amending the Master Thoroughfare Plan and Street Grid Map;

WHEREAS, the Planning & Zoning Commission reviewed the proposed amendment to the Master Thoroughfare Plan and Street Grid Map on January 27, 2022 and did not meet the B³ Code requirement of 5 affirmative votes to make a recommendation to City Council (voted 3-2 to recommend approval).

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

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

Section 2: The City Council hereby amends the Transportation Master Plan, as attached in Exhibit A.

Section 3: 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: 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: 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: This Ordinance shall be effective immediately upon passage and publication.

Section 7: 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 February 2022.

READ & APPROVED on the Second Reading on the 8th day of March 2022.

APPROVED:

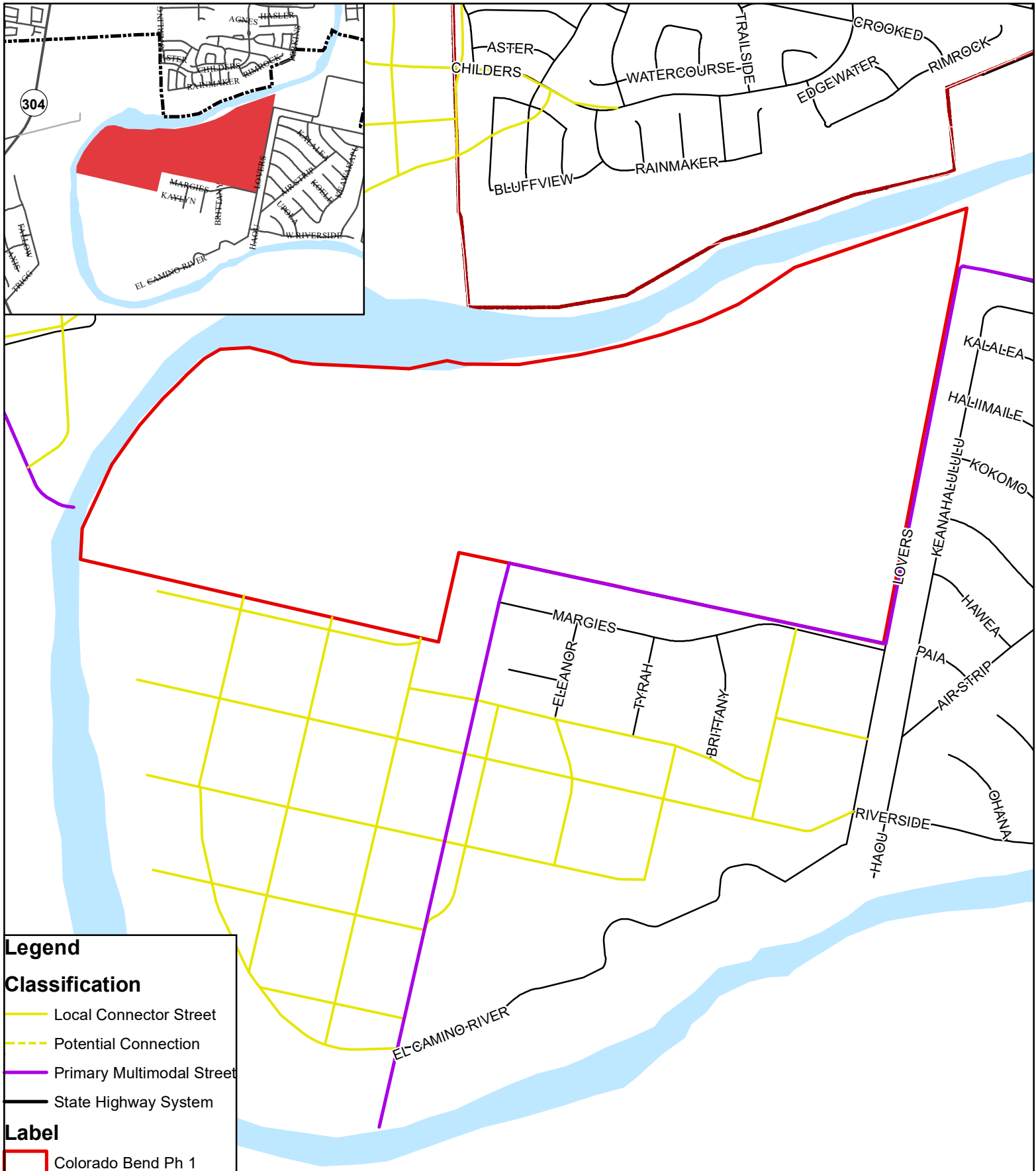
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



Proposed Master Transportation Plan Bastrop Colorado Bend

1 inch = 1,000 feet

Date: 1/14/2022



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

Attachment 1 Location Map



Bastrop Colorado Bend Phase 1

Date: 1/14/2022

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



0 310 620 1,240
Feet

1 inch = 1,000 feet



Legend

TMP Street Grid

Classification

- Local Connector Street
- Potential Connection
- Primary Multimodal Street
- State Highway System



City Limit

Extra-Territorial Jurisdiction

AREA

- Statutory (one-mile)
- ETJ Area A
- ETJ Area B

Major Thoroughfare Map

City of Bastrop Transporation Master Plan

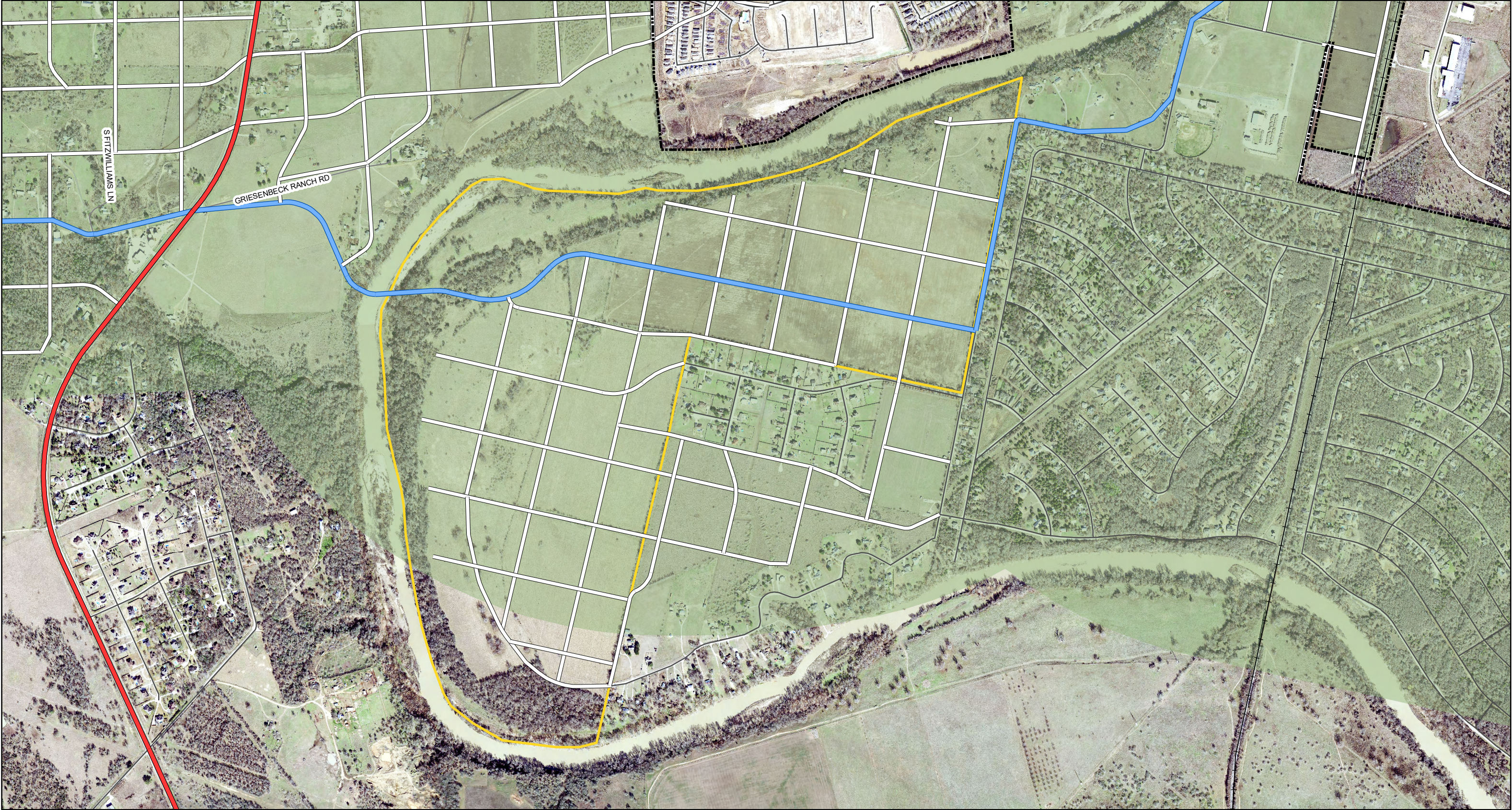
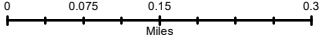
Amendment Area - Existing

N



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

Date: 5/28/2021



Commissioners' Court Minutes, Bastrop County, Texas

March 8, 2021

Pursuant to law, the Commissioners' Court of Bastrop County, Texas, convened in a Regular Session on the 8th day of March, 2021 at 9:00 a.m. at the Commissioners Courtroom, Second Floor, 804 Pecan Street, Bastrop, Texas, with the following members present:

Paul Pape	County Judge
Mel Hamner	Commissioner Precinct # 1
Clara Beckett	Commissioner Precinct # 2
Mark Meuth	Commissioner Precinct # 3
Donna Snowden	Commissioner Precinct # 4

being five members present in the Courtroom and a quorum and Rose Pietsch, County Clerk, ex-officio.

Social distancing was being practiced in the Courtroom. A teleconference was set up so that folks could listen and participate in the meeting.

A. The meeting was called to order at 9:01 a.m. by Judge Pape who also opened with prayer. Allegiance was made to the Flags.

E. ACTION AGENDA: The following items are for discussion and possible action:

1. Meuth made a motion to approve the payment of the bills. Beckett seconded, motion carried with 5 ayes.

2. Meuth made a motion to approve the Minutes from February 22, 2021 regular meeting and the February 26, 2021 Special meeting. Beckett seconded, motion carried with 5 ayes.

B. Citizen's Comments: Jim Rose addressed the Court with pictures stating that his wildlife has left the area due to the work done in Rosanky on the Big Star solar project. He asked where the environmental study is for the project. He recommended the abatement document be started over so the citizens of Rosanky can have their concerns addressed. He also requested that a timetable is set for bulldozers to run so they aren't disturbing the citizens extremely early or late.

C. Certificates of Service were given to Krystal Burton in IT for 15 years, Rachel Frost as Commissioner Precinct 2 Assistant for 15 years, Maridel Borrego in the Collections and Compliance Office for 10 years, Suzy Stoppelberg-McGee in the DA's Office for 5 years and to Horace Black Jr for 5 years as a visiting Judge.

D. Department Reports:

1. Adena Lewis thanked the Court for the efforts given, sometimes at the last minute, to bring production to the County, which in turn brings economic development. She introduced Kim LeBlanc from the Texas Film Commission, who stated they are celebrating 50 years as a State Agency. Kim stated that Bastrop County is a Film Friendly County due to the efforts of Adena Lewis and presented a Film Friendly Certification to the County. The Judge thanked Adena for her excellent work. She stated that it remains to be about the "team". Adena further reported that due to COVID, business is down but they are starting to see increase in visitations to local hotels. She hopes to see an increase in HOT tax this year.

Adena stated that we will see growth in all parts of the County and that Broadband has been focused on a lot due to COVID especially how it has become essential for education, Telehealth and work. Adena stated that Bastrop County Cares has partnered with the Economic Development team to do a Broadband Study and it was a \$40,000 project. She thanked Bastrop County Cares, St. David's Foundation, The Hogg Foundation, Bastrop Economic Development Corporation, Elgin Economic Development Corporation, First National Bank of Bastrop, Frontier Bank of Texas and Smithville Area Chamber of Commerce for their generous donations toward this project. The full report and interactive map is located on the County website thanks to Lyndsey Schroeder. Adena stated that 3624 responses to a survey were completed by Bastrop County citizens and businesses. There are some large areas of the County with very little coverage. Broadband has never been addressed in Bastrop County like it is now and Adena is excited about this. There will be a follow up meeting on March 25, 2021 at 2:00 p.m. in the Annex conference room with all providers being present. Grants can be applied for because of this study.

2. Abram Barker gave an update on Floodplain Management. He stated that February was a very busy month with new floodplain maps being released. This affects how the community builds and grows. He stated the most impacted areas are the cities and the Cedar Creek watershed because of Cedar Creek and its' tributaries. The Colorado River did not have any major changes. Beckett thanked Abram for the report and thanked the Court for these studies dating back to 2005. She is happy to see updated maps due to these investments that were made.

3. Christine Files gave a report on DR-4586 (February Weather Event). The EOC has returned to normal operations. The Commissioners distributed 24 truckloads of water across their precincts over a four-day period. The Long Term Recover Team has partnered again with Mennonite Disaster Services to do plumbing repairs. So far 23 have been done and a new group arrived on Saturday and should get 15 more homes done this week. Crisis Cleanup has received 49 requests for Bastrop, Hays, Travis & Williamson Counties.

We are on Day 353 of our Response to COVID-19. The EOC remains a Level 3 Response to this. They continue to support St. David's Test site and vaccine pods at various places. The contract with St. David's expires at the end of March. There were 79 tests done last week. Christine asked for direction from the Court on this issue. Dr. Walkes' contract also expires at the end of March. The EOC recommends extending her contract. These items will be put on the next agenda.

Judge Pape stated how efficiently every vaccine clinic is run. The comments received reflect that they are very well organized like a well-oiled machine and they all run so smoothly. Judge Pape thanked Debbie Bresette from Bastrop County Cares for the beautiful organization of the volunteers and Dr. Walkes for the organization of the various clinics—over 5000 vaccines were given out in Bastrop County last week with another 1000 assigned to us at Circuit of the Americas. Christine announced a celebration was held in Bastrop County last week as we exceeded 10,000 vaccinations done in our County so far. The vaccine business is not slowing down here. Judge Pape thanked Bastrop Independent School District for the use of the PAC Center and announced that they offered the use of Memorial Stadium on Hwy 21 for a larger clinic if we can get the vaccines. He also thanked Bastrop Christian Outreach Center (BCOC) for opening their doors to whatever is needed. He stated their support has been heartwarming.

Christine reported that the National Guard sent the Air Guard to Bastrop County for the first pilot program across Texas on Saturday, March 6th to vaccinate homebound and elderly citizens. 103 vaccinations done between the hours of 9:30 am and 3:00 p.m. The oldest person was a 94-year-old woman who was vaccinated in her home. There are hundreds more that need to be vaccinated. Dr. Walkes had been compiling a list of names of homebound folks.

E. ACTION AGENDA: The following items are for discussion and possible action:

3. (Item # 4) Beckett made a motion to approve Bastrop County Constables Exempt Racial Profiling Report(s) for 2019-2020. Snowden seconded, motion carried with 5 ayes.

4. (Item # 5) Sheriff Cook reported there were no written reports filed. Hamner made a motion to approve 2020 Racial Profiling Statistics. Snowden seconded, motion carried with 5 ayes.
5. (Item # 6) Snowden made a motion to approve Tyler Technologies Agreement for a wireless barcode scanner located in property room at Sheriff's Office. Beckett seconded, motion carried with 5 ayes.
6. (Item # 20) Sheriff Cook thanked the Auditor's Office for getting all this together. Hamner made a motion to approve Intergovernmental Agreement with the US Marshals Service for increase in per diem for housing inmates. Beckett seconded, motion carried with 5 ayes.
7. (Item # 21) Beckett made a motion to pay overtime instead of required Comp time when all time has been appropriately accounted for and agreed upon by Auditor and Human Resources. Hamner seconded, a friendly amendment was made by Beckett to say this is applicable to all departments who were called in to response to DR – 4586 Storm Uri, Hamner seconded the amendment, motion carried with 5 ayes.
8. (Item # 22) Discussion was held on the Environmental Enforcement Officer. It was agreed that this person would be housed at the Sheriff's Office as a Deputy. Pape made a motion to approve Memorandum of Understanding between Bastrop County Development Services and Bastrop County Sheriff's Office regarding Environmental Enforcement Officer subject to Carolyn Dill, Judge Pape and Sheriff Cook working out the minor details and coming up with a final agreement. Snowden seconded, motion carried with 5 ayes.

The Court took a 5-minute recess at 10:30 a.m. and was called back into session at 10:35 a.m.

9. (Item # 3) Kristin Miles briefed the Court on the required report in odd numbered years. They will pay close attention to City populations during redistricting. Snowden made a motion to accept the review of the County Election Precincts with no changes at this time. Beckett seconded, motion carried with 5 ayes.
10. (Item # 7) Beckett made a motion to approve Ad Valorem Tax Collection Contract with Altessa Municipal Utility District. Snowden seconded, motion carried with 5 ayes.
11. (Item # 8) Discussion was held on this issue with different ideas presented as possible solutions. Beckett made a motion to waive Transfer Station fees for 2 weeks, from March 16 through March 27, for damage due to Storm Uri, on the honor system. Snowden seconded, motion carried with 5 ayes.
12. (Item # 9) Hamner made a motion to approve existing metes and bounds division of 0.445 acres and 0.34 acres in the B.A.M. Thomas Survey; Precinct: 1; Owner: Walter Sneed (pursuant to Section 232.0015 of the Texas Local Government Code). Beckett seconded, motion carried with 5 ayes.
13. (Item # 10) Meuth made a motion to award a contract for RFP 21BCP01A Grant Writing and Admin for TDA-CDBG 2021-2022 Community Development Funds - Stony Point to Langford Community Management Services. Hamner seconded, motion carried with 5 ayes.
14. (Item # 11) Meuth made a motion to enter into contract negotiations and approve a contract with Steger Bizzell Engineering, Inc. for RFQ 21BCP01B Engineering for TDA-CDBG 2021-2022 Community Development Funds - Stony Point, contingent upon successful fee schedule negotiations. Snowden seconded, motion carried with 5 ayes.
15. (Item # 12) Hamner made a motion to approve request to solicit bids for an erosion repair project at Dry Creek Bridge in Precinct 1. Beckett seconded, motion carried with 5 ayes.
16. (Item # 13) Snowden made a motion to approve request to solicit bids for cleaning of COVID-19 Vaccine Distribution Facilities. Beckett seconded, motion carried with 5 ayes.

D. Department Reports:

4. Dr. Walkes addressed the Court stating that testing is declining and the positivity rate is slowly declining. We have received 14,200 doses of vaccine and plan to distribute 4000-5000 this week. They are in the process of collaborating with Circuit of the Americas to get folks vaccinated. Judge Pape thanked Dr. Walkes and her entire team for the excellent job they are doing.

E. ACTION AGENDA: The following items are for discussion and possible action:

17. (Item # 14) Zac Loftin from CAMPO reported on the 2020 Bastrop County Transportation Plan Update. Beckett thanked the CAMPO staff for preparing this Plan. Beckett made a motion to adopt the 2020 Bastrop County Transportation Plan Update. Hamner seconded, motion carried with 5 ayes.

18. (Item # 15) Hamner made a motion to convey our willingness to conceptually amend our Transportation Plan and be flexible to honor this developer's request not to have a new regional corridor go through his development to connect Lovers Lane to SH 304. Beckett seconded, motion carried with 5 ayes.

19. (Item # 16) Beckett made a motion to approve exemption from plat requirement on an existing metes and bounds division of 1.001 acres in the Henry P. Redfield Survey, Abstract 286; Owner: Buffalo Creek Properties, LLC (pursuant to Section 232.0015 of the Local Government Code). Meuth seconded, motion carried with 5 ayes.

20. (Item # 17) Snowden made a motion to approve Preliminary Plan of Dunbar Estates Subdivision which lays out 5 lots out of 18.024 acres in the Dempsey Pace Survey; Owner: Austin787 Properties, LLC in Precinct 4. Meuth seconded, motion carried with 5 ayes.

21. (Item # 18) Snowden made a motion to set a public hearing on Monday, April 12, 2021 at 9:30 a.m. for:

A. Regarding the revision of a portion of Tract 14, Rianna Woods Subdivision and Tract 15-B, Rianna Woods Subdivision, Amending Plat of Tract 15 with a variance to Bastrop County Subdivision Regulations, Section VI.3.a. (lot frontage); Owner: Luis Alberto Avila Flores (aka: Luis Avila) in Precinct 4.

22. (Item # 19) Beckett made a motion to appoint Mayor Joanna Morgan as Bastrop County representative to CARTPO Board. Hamner seconded, motion carried with 5 ayes.

F. DISCUSSION ONLY:

DO1. Beckett explained the situation between the Tiner siblings concerning the Tiner Family Subdivision.

DO2. Carolyn Dill addressed the Court concerning updating subdivision regulations for high density development.

DO3. Amending Bastrop County COVID-19 Operations Strategies—Judge Pape informed the Court that folks will begin asking us to remove precautions based on the Governor's removal of the mask mandate effective 3/10/2021. He will address this in the next meeting.

G. CONSENT AGENDA (Consent Agenda items are generally routine.) Unless removed by a member of the Court, items listed on the consent agenda will be acted on together.

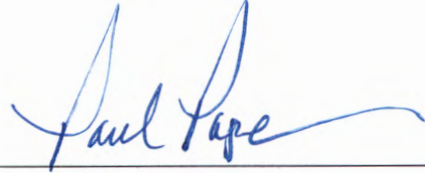
- CA1. Approve bond of Kyle Pence as Deputy Sheriff.
- CA2. Release of LPHCP Conservation Easement: Milner, Glona.
- CA3. Approve LPHCP Implementing Agreements: Milner, Littles.
- CA4. Approve LPHCP Conservation Easements: Milner, Fahrnkopf, Voight, Davis, Vassar, Evans.
- CA5. Election contracts for the following entities for the May 1, 2021 Election: (A) Elgin Municipal Utility District No. 1, (B) Elgin Municipal Utility District No. 2.
- CA6. Approve corrected "Consent to Define Easement on Upper Elgin Road".
- CA7. 2019 and 2020 Tax Rate Order typo corrections.
- CA8. Medina Place; divide 3 lots out of 3.998 acres in the Bastrop Town Tract Survey; Owners: Jose Medina Lopez (aka: Jose Medina Gallegos) and Carolina Medina Gallegos; Precinct 1.
- CA9. Reality Point Subdivision, Amending Plat of Lots 9A & 11A of Reality Point Subdivision, Amending Plat of Lots 9 & 11; Owners: Scott E. Botz & Valerie Gallegos-Botz and Eavan Joseph Murphy, Jr. & Ebbie Doll Murphy; Precinct 2.
- CA10. Copeland Acres; divide an existing 5 acres in the George H. Stoval Survey; Owners: Franklin Dwight Copeland and Alisa Kay Copeland; Precinct 4.
- CA11. The Happy Toad Amended Plat of Lot 1; Owner; Miles E. Collinson; Precinct 2.
- CA12. Amending Plat of Lot 28 & Portion of Lot 29, Thousand Oaks; Owners: Marcos Rodriguez & Maria E. Rodriguez-Pacheco; Precinct 3.
- CA13. Brochtrup Subdivision; divide four (4) lots out of 14.05 acres in the Bernard Bymer Survey; Owners: Joseph E. Brochtrup and Vicki A. Junker; Precinct 3.
- CA14. Redbird Estates; divide two lots out 2.582 acres in the Sarah Cottle Survey; Owners: Craig Scot Robichaud & Sharon Grace Robichaud; Precinct 2.
- CA15. Ratify the signing of two rental agreements by the Bastrop County OEM with A-1 Party Time Rentals for Tents used at the COVID-19 Vaccine Clinics.
- CA16. Approve refunds of overpayment or double payment of property taxes since January 1, 2021, pursuant to Section 31.11 (a) (2) of the Texas Property Tax Code.
- CA17. Application for the State Criminal Alien Assistance Program (SCAAP) Grant FY 2020.

Judge Pape informed the Court that CA6 needed to be pulled.

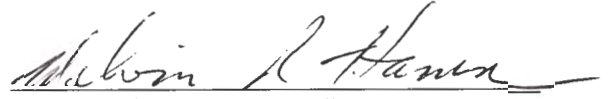
Snowden made a motion to approve all items on the Consent Agenda except Item CA6, which was pulled. Beckett seconded, motion carried with 5 ayes.

CA6. Pape made a motion to table Item CA6. Hamner seconded, motion carried with 5 ayes.

H. Having concluded all the business on the Agenda, Judge Pape declared the meeting adjourned at 12:11 p.m.



County Judge

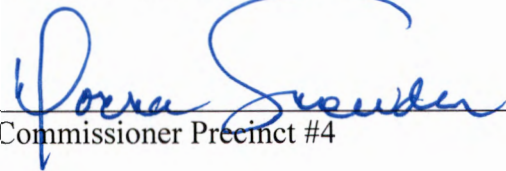


Commissioner Precinct #1

Commissioner Precinct #2



Commissioner Precinct #3



Commissioner Precinct #4

Attest:



Rose Pietsch, County Clerk



**Notice of Pending Zoning Concept Scheme & Comprehensive/Transportation Plan
Amendment
City of Bastrop
Planning & Zoning Commission And City Council**

Dear Property Owner:

The **Planning & Zoning Commission** will conduct a public hearing on **Thursday, January 27, 2022 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, February 22, 2022 at 6:30 p.m.** in the **City Hall Council Chambers** located at **1311 Chestnut Street, Bastrop, Texas** on the following request:

- Public hearing and consider action to approve a Zoning Concept Scheme for Bastrop 552, LLP.

Being 312.591 +/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, to PEC Employment Center, located within the City of Bastrop Extraterritorial Jurisdiction.

- Public hearing and consider action to approve an amendment to the Comprehensive Plan to change the Future Land Use designation from Rural Residential to Industry for Bastrop 552, LLP.
- Public hearing and consider action to approve an amendment to the Transportation Master Plan for the Master Thoroughfare Plan with Bastrop 552, LLP.

Being 546.364 +/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, located within the City of Bastrop Extraterritorial Jurisdiction.

Applicant: William McLean/McLean & Howard
Owner: Bastrop 552, LLC/Alton Butler
Address: West of Lovers Lane
Legal Description: 546.364 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2
– Future Land Use & Transportation Master Plan
312.591 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2
– Zoning Concept Scheme

The applicant letter and location maps are 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 Zoning 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)

- ☐ 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 or email: plan@cityofbastrop.org RE: Bastrop 552 ZCS, CPA & TPA

PLANNING & DEVELOPMENT



**Notice of Pending Zoning Concept Scheme & Comprehensive/Transportation Plan
Amendment
City of Bastrop
Planning & Zoning Commission And City Council**

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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: Kalynn Champagne

Property Address: 1102 Margies Way

Phone (optional): _____

Mailing Address: _____

Email (optional): _____

Property Owner's Signature: Kalynn Champagne

Comments: (Optional)

Please provide reply to the address below or email: plan@cityofbastrop.org RE: Bastrop 552 ZCS, CPA & TPA

PLANNING & DEVELOPMENT

Received 1-24-2022



**Notice of Pending Zoning Concept Scheme & Comprehensive/Transportation Plan
Amendment
City of Bastrop
Planning & Zoning Commission And City Council**

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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: Chris + Steph Kennedy

Property Address: 264 E Lovers Lane Road

Phone (optional): 512 987 9544

Mailing Address: same

Email (optional): SKennedy10675@gmail.com

Property Owner's Signature: SKennedy

Comments: (Optional)

No objections to Phase 1 only

Please provide reply to the address below or email: plan@cityofbastrop.org RE: Bastrop 552 ZCS, CPA & TPA

PLANNING & DEVELOPMENT

1311 Chestnut Street • PO Box 427 • Bastrop, Texas 78602 • 512.332.8840 • www.cityofbastrop.org



**BASTROP BOARD AND COMMISSION
MEETINGS**

REQUEST TO SPEAK

Meeting Date: Jan. 27, 2022

**PLEASE PRESENT THIS FORM PRIOR TO THE START OF THE MEETING. WHEN
YOU ARE RECOGNIZED BY THE CHAIR TO SPEAK, PLEASE STATE YOUR NAME.**

PLEASE PRINT LEGIBLY

Name: Michele Anderson

Address: 103 Kauai Ct.

Bastrop, Texas 78602

(City) (State) (Zip)

Phone: 512-906-9042

WHEN WOULD YOU LIKE TO SPEAK:

____ **Citizens' Comments** (This item is available for citizens to speak on items not on the agenda. In accordance with the Texas Attorney General's opinion, any public comment that is made on an item that is not on the published agenda will only be heard by the Bastrop City Council. No formal action, discussion, nor comment will be made by the City Council.)

TOPIC:

__x__ **Agenda Item No. 3B-3D**

☐

wish to speak IN FAVOR of this item.

☒

X wish to speak IN OPPOSITION to this item.

☐

do not wish to speak.

Please record my ____SUPPORT __x__OPPOSITION.

I agree that I will limit my time to three minutes, speak with respect, and refrain from using profane, insulting or threatening language.

"I hereby certify that the information and statements by me are true and accurate. I further swear that the testimony I give before this body will be true and accurate. I understand that by speaking, I may or may not be filmed or recorded for public broadcasting and I give my full permission to do so."

Michele S. Anderson

(Signature)

*PLEASE SEE COMMENTS ON NEXT PAGE

Unfortunately, I cannot attend this important meeting in person but wanted state my opposition to approval of the above-referenced agenda items.

1. The newest drawings published in the Statesman and other media outlets do not align with previous drawings we've been provided.
2. Questions made in-person to the City regarding the perimeter road have gone unanswered. The City states this will be a County road and the County has no knowledge of this. Many details regarding this road need to be addressed and clearly conveyed to the citizenry.
3. The City previously stated its plans to annex a portion of the Colorado River at the southern point of the Bastrop 552 development where it meets El Camino. The logical assumption is that a future bridge will be constructed here; however, there is a home at the end of El Camino that will surely require removal. Numerous requests have been made to the City for clarification of its future plans requiring annexation of the river and no reply has been received.
4. Numerous requests for sound surveys have been made and as with other requests, this request has also gone unanswered. We need to understand the true impact of neighboring residents whenever concerts are held and/or when movies are in production. The landscape is unique and sound travels very far up the hills and down the river.
5. If the taxpayers are footing the numerous breaks being given to this development, we deserve to benefit from this project. Current plans prohibit public access. We'd like to see that change. The development should host City/County events for the benefit of the public a set number of times throughout the year.

I truly appreciate your consideration of my concerns.

Items for Individual Consideration

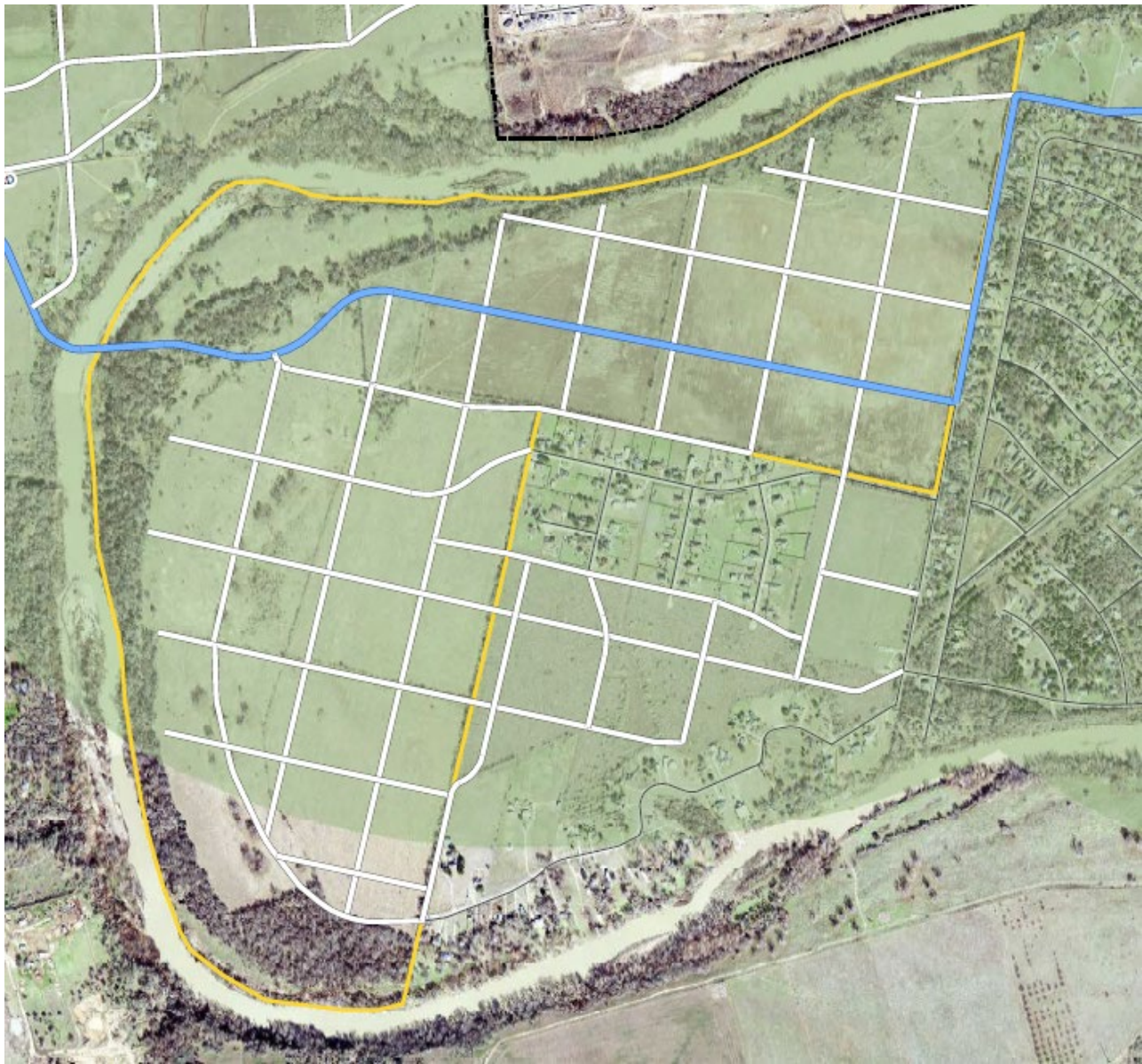
Public hearing and consider action to approve the first reading of Ordinance 2022-06 of the City Council of the City of Bastrop amending the Transportation Master Plan - Master Thoroughfare Plan and Street Grid for Bastrop Colorado Bend, LLP for 546.364 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2, to the west of Lovers Lane, located within the city limits of the City of Bastrop and the City of Bastrop Extraterritorial Jurisdiction; 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 and move to the March 8, 2022 Regular Agenda.



Location Map



Existing Transportation Master Plan



Legend

TMP Street Grid Classification

- Local Connector Street
- Potential Connection
- Primary Multimodal Street
- State Highway System

City Limit

Extra-Territorial Jurisdiction

AREA

- Statutory (one-mile)
- ETJ Area A
- ETJ Area B

Background

- Amend Transportation Master Plan for the Master Thoroughfare Plan and Street Grid for 546.364 acres
- Change is required to accommodate proposed movie studio
- Remove local connector streets
- Reroute multimodal street from through the development to the eastern border of the development for ultimate connection over the river to the south

Proposed Master Transportation Plan



Legend

Classification

- Local Connector Street
- Potential Connection
- Primary Multimodal Street
- State Highway System

Label

- Colorado Bend Ph 1

Policy Explanation

- Comprehensive Plan Amendments are regulated under Section 213 of the Texas Local Government Code.
- Plan amendments may be made after public hearings as development conditions and trends change
- Development Agreement for property approved June 22, 2021

Public Comment

- Property Owner responses sent to 61 owners in 200-foot area
- As of this report, 3 responses have been received
 - 1 with no objection
 - 2 opposed

Planning & Zoning Commission Report

- The P&Z voted 3-2 to recommend approval.
- A vote of 5 affirmative votes is required for the Commission to make a recommendation to City Council, so no recommendation has been made by P&Z.

Next Steps

- March 8, 2022
 - Second reading of ordinance at City Council meeting
- For 312.591 acres
 - Preliminary Drainage Plan, Preliminary Infrastructure Plan
 - **Preliminary Plat – P&Z Approval**
 - Final Drainage Plan, Public Improvement Plan
 - **Final Plat – P&Z Approval**
 - Site Development Plan(s)
 - Building Permit(s)
- Remainder of 546 acres – Annexation, TMP Amendment, FLU Amendment, Zoning Concept Scheme, etc

Recommendation

Hold public hearing and consider action to approve the amendment to the Master Transportation Plan – Master Thoroughfare Plan and Street Grid.





STAFF REPORT

MEETING DATE: February 22, 2022

AGENDA ITEM: 9G

TITLE:

Hold a public hearing and consider action to approve the first reading of Ordinance No. 2022-05 of the City Council of the City of Bastrop, amending the Comprehensive Plan by changing the Future Land Use designation from Rural Residential to Industry for Bastrop Colorado Bend, LLP for 312.591 +/- acres of land out of the Stephen F. Austin Survey Abstract 2, to the west of Lovers Lane, located within the city limits of the City of Bastrop, 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 and move to include on the March 8, 2022 Regular Agenda for the second reading.

AGENDA ITEM SUBMITTED BY:

Jennifer C. Bills, Director of Planning & Development

BACKGROUND/HISTORY:

The Colorado Bend development is a proposed 546.364 +/- acre development with a mix of land uses and development types that support a primary use as a film studio. The site is currently located within the City's Statutory Extraterritorial Jurisdiction, but the applicant has requested the annexation and rezoning of 312.591 +/- of the total tract for the first phase of development.

The applicant is requesting a change to the Comprehensive Plan Future Land Use to Industry which would allow a future Employment Center Place Type zoning. A Development Agreement was approved by the City Council on June 22, 2021 that laid out the process for the owner to annex the development in phases in order to build out the infrastructure and site incrementally. This amendment is listed as one of the development steps within the approved agreement. See the attached Background Memo for complete analysis.

PLANNING & ZONING COMMISSION REPORT:

The P&Z Commission voted 3-2 to recommend approval. A vote of 5 affirmative votes is required for the Commission to make a recommendation to City Council, so no recommendation has been made by P&Z.

RECOMMENDATION:

Hold a public hearing and consider action to approve the first reading as presented.

ATTACHMENTS:

- Background Memo
- Ordinance 2022-05
- Exhibit A – Future Land Use Plan Amendment – Staff Proposed
- Attachment 1 – Location Map
- Attachment 2 – Existing Future Land Use Map
- Attachment 3 – Property Owner Notice
- Attachment 4 – Public Responses

TO: Paul A. Hofmann, City Manager
From: Jennifer C. Bills, Director of Planning & Development
Date: February 13, 2022
Subject: Bastrop Colorado Bend Comprehensive Plan Future Land Use Map Amendment



=====

ITEM DETAILS:

Site Address:	West of Lovers Lane (Attachment 1)
Total Acreage:	312.591 +/- acres
Legal Description:	546.364 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2
Property Owner:	Alton Butler, Bastrop Colorado Bend, LLC
Agent Contact:	Matt Synatschk, Carlson, Brigance, and Doering, Inc.
Existing Use:	Vacant/Undeveloped
Existing Zoning:	None. Extra-Territorial Jurisdiction
Adopted Plan:	June 22, 2021, Development Agreement
Existing Future Land Use Category:	Rural Residential
Proposed Future Land Use Category:	Industry

BACKGROUND/HISTORY:

The Colorado Bend development is a proposed 546.364 +/- acre development with a mix of land uses and development types that support a primary use as a film studio. The site is currently located within the City's Statutory Extraterritorial Jurisdiction, but the applicant has requested the annexation and rezoning of 312.591 +/- of the total tract for the first phase of development.

This tract is bordered on the west by the Colorado River. As a property that is mostly within the 100-year and 500-year flood plain, the Future Land Use Plan envisioned the best use for this property to be low-density residential. Taken as a single development, this property also has limited access to the west without the construction of bridges over the Colorado River.

The applicant is requesting a change to the Comprehensive Plan Future Land Use to Industry which would allow a future Employment Center Place Type zoning. This would allow for the development of a multi-faceted film studio facility which would include production facilities, sound stages, backlots, storage, and other ancillary spaces. Lodging, restaurants, event spaces, and recreational facilities would all support the film studio use. As the current annexation only covers a portion of the entire development, the Future Land Use Map amendment reflects changing the Character Area to Industry on the current annexation area (Exhibit A). The remainder of the property (233.773 +/- acres) would remain as Rural Residential until the next annexation request.

The 2036 Comprehensive Plan was adopted on November 22, 2016. The Comprehensive Plan is used to establish City Council policy for managing the future development of private and public land within the city limits and ETJ. Part of this plan is recognizing that development conditions and trends do change over time, so City Council has the ability to amend the Comprehensive Plan through public hearings.

Chapter 5, Land Use & Community Image, established 10 Character Areas on the Future Land Use Map that area used as the guiding document to determine changes to the zoning map and implementation development through the Bastrop Building Block (B³) Code standards. The 2036 Comprehensive Plan is available here: https://www.cityofbastrop.org/page/plan.long_range.

A Development Agreement was approved by the City Council on June 22, 2021 that laid out the process for the owner to annex the development in phases in order to build out the infrastructure and site incrementally. This amendment is listed as one of the development steps within the approved agreement.

POLICY EXPLANATION:

Comprehensive Plan Amendments are regulated under Section 213 of the Texas Local Government Code.

Sec. 213.003. Adoption of 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

A public hearing was held on January 27, 2022 at the Planning & Zoning Commission meeting and a public hearing will be held on February 22, 2022 at the City Council meeting.

(2) review by the municipality's planning commission or department, if one exists.

The Planning & Zoning Commission voted to recommendation the amendment by a vote of 3-2. A minimum vote of 5 affirmative votes is required to make a report to city Council, so no recommendation was made.

(b) A municipality may establish, in its charter or by ordinance, procedures for adopting and amending a comprehensive plan.

Amendments to the Comprehensive Plan are adopted by ordinance following the requirements of the City Charter.

A published notice was placed in the Bastrop Advertiser on January 8th and sent mailed notices to 61 property owners within 200 feet of the property (Attachment 3). At the time of this report, three responses to the project have been received, 2 opposed and 1 no objection (Attachment 4).

RECOMMENDATION:

Hold public hearing and consider action to approve the first reading of Ordinance 2022-05 of the City Council of the City of Bastrop, Texas, amending the Comprehensive Plan by changing the Future Land Use designation from Rural Residential to Industry for Bastrop Colorado Bend, LLP for 312.591 +/- acres of land out of the Stephen F. Austin Survey Abstract 2, to the west of Lovers Lane, located within the city limits of the City of Bastrop, 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 and move to the March 8, 2022 Regular Agenda.

ORDINANCE 2022-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AMENDING THE COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE DESIGNATION FROM RURAL RESIDENTIAL TO INDUSTRY FOR BASTROP COLORADO BEND, LLP FOR 312.591 +/- ACRES OF LAND OUT OF THE STEPHEN F. AUSTIN SURVEY ABSTRACT 2, TO THE WEST OF LOVERS LANE, LOCATED WITHIN THE CITY OF BASTROP EXTRATERRITORIAL JURISDICTION, 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, the City Council of the City of Bastrop re-adopted the 2036 Comprehensive Plan by Ordinance 2019-55 on November 12, 2022; and

WHEREAS, Chapter 213 of Local Government Code, Comprehensive 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; and

WHEREAS, the Planning & Zoning Commission reviewed the proposed amendment to the Master Thoroughfare Plan and Street Grid Map on January 27, 2022 and did not meet the Bastrop Building Block (B³) Code requirement of 5 affirmative votes to make a recommendation to City Council (voted 3-2 to recommend approval).

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

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

Section 2: The City Council hereby adopts the 2036 Comprehensive Plan by Ordinance, ratifying Resolution No. R2016-32, as attached in Exhibit A.

Section 3: 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: 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: 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: This Ordinance shall be effective immediately upon passage and publication.

Section 7: 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 February 2022.

READ & APPROVED on the Second Reading on the 8th day of March 2022.

APPROVED:

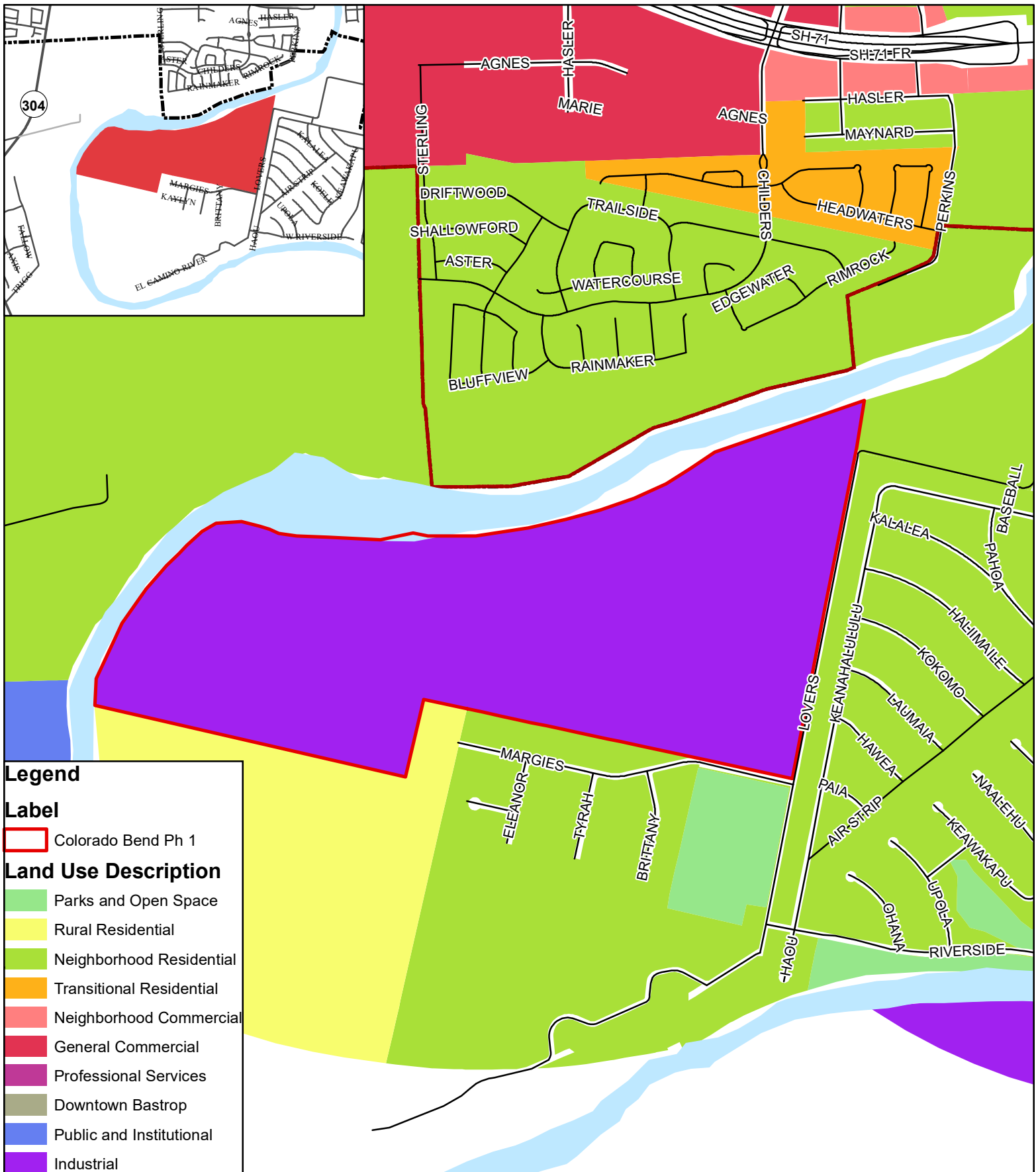
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



1 inch = 1,151.41 feet

Proposed Future Land Use Bastrop Colorado Bend



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

Date: 1/14/2022

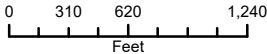
Attachment 1 Location Map



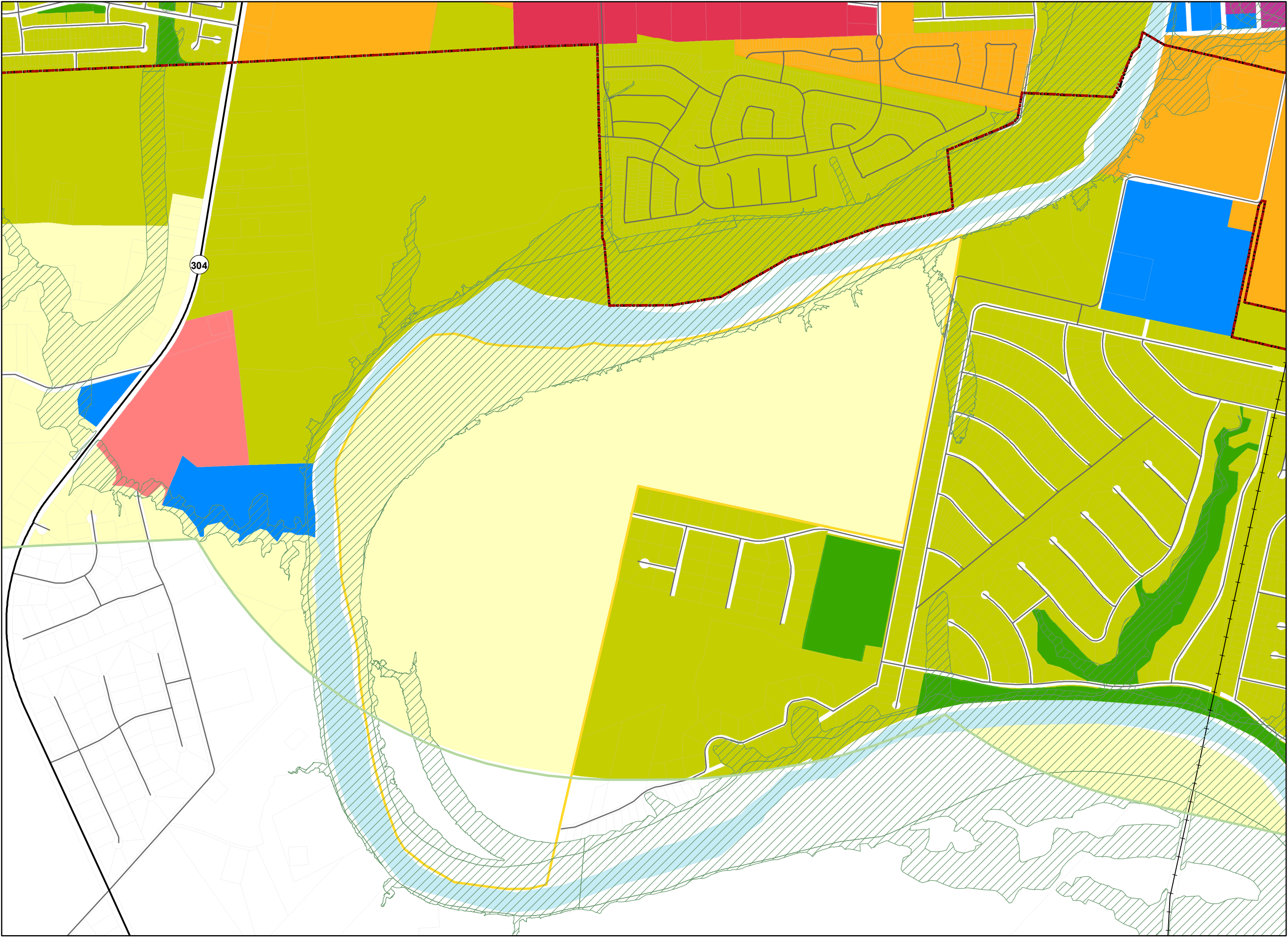
Bastrop Colorado Bend Phase 1

Date: 1/14/2022

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



1 inch = 1,000 feet



Future Land Use Amendment - Existing

Legend

- City Limit
- City Boundary
- Statutory ETJ
- Project Boundary
- Parcels
- Land Use Description**
- Parks and Open Space
- Rural Residential
- Neighborhood Residential
- Transitional Residential
- Neighborhood Commercial
- General Commercial
- Professional Services
- Downtown Bastrop*
- Public and Institutional
- Industrial
- Flood Zone Overlay

0 250 500 1,000
Feet

Date: 5/28/2021

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



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Amendment
City of Bastrop
Planning & Zoning Commission And City Council**

Dear Property Owner:

The **Planning & Zoning Commission** will conduct a public hearing on **Thursday, January 27, 2022 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, February 22, 2022 at 6:30 p.m.** in the **City Hall Council Chambers** located at **1311 Chestnut Street, Bastrop, Texas** on the following request:

- Public hearing and consider action to approve a Zoning Concept Scheme for Bastrop 552, LLP.

Being 312.591 +/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, to PEC Employment Center, located within the City of Bastrop Extraterritorial Jurisdiction.

- Public hearing and consider action to approve an amendment to the Comprehensive Plan to change the Future Land Use designation from Rural Residential to Industry for Bastrop 552, LLP.
- Public hearing and consider action to approve an amendment to the Transportation Master Plan for the Master Thoroughfare Plan with Bastrop 552, LLP.

Being 546.364 +/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, located within the City of Bastrop Extraterritorial Jurisdiction.

Applicant: William McLean/McLean & Howard
Owner: Bastrop 552, LLC/Alton Butler
Address: West of Lovers Lane
Legal Description: 546.364 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2
– Future Land Use & Transportation Master Plan
312.591 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2
– Zoning Concept Scheme

The applicant letter and location maps are 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 Zoning 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)

- ☐ 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 or email: plan@cityofbastrop.org RE: Bastrop 552 ZCS, CPA & TPA

PLANNING & DEVELOPMENT



**Notice of Pending Zoning Concept Scheme & Comprehensive/Transportation Plan
Amendment
City of Bastrop
Planning & Zoning Commission And City Council**

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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: Kalynn Champagne

Property Address: 1102 Margies Way

Phone (optional): _____

Mailing Address: _____

Email (optional): _____

Property Owner's Signature: Kalynn Champagne

Comments: (Optional)

Please provide reply to the address below or email: plan@cityofbastrop.org RE: Bastrop 552 ZCS, CPA & TPA

PLANNING & DEVELOPMENT

From: Stephen@cityofbastrop.org
Sent: Thursday, January 20, 2022 4:48 PM
To: Planning & Zoning Commission
Subject: Planning & Zoning Commission

(You don't often get email from Stephen@cityofbastrop.org. Learn why this is important at <https://support.google.com/mail/answer/2865421>)

WARNING: EXTERNAL EMAIL: This email is from an external source. Do not click links or open attachments without positive vendor verification of purpose. Never enter username, password or sensitive information on linked pages from this email. If you are unsure about the message, please contact the IT Department for assistance.

Received 1-24-2022



**Notice of Pending Zoning Concept Scheme & Comprehensive/Transportation Plan
Amendment
City of Bastrop
Planning & Zoning Commission And City Council**

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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. *to Phase 1 only*

Property Owner Name: *Chris + Steph Kennedy*

Property Address: *264 E Camino River Road*

Phone (optional): *512 987 9544*

Mailing Address: *same*

Email (optional): *SKennedy10675@gmail.com*

Property Owner's Signature: *SKennedy*

Comments: (Optional)

No objections to Phase 1 only

Please provide reply to the address below or email: plan@cityofbastrop.org RE: Bastrop 552 ZCS, CPA & TPA

PLANNING & DEVELOPMENT

1311 Chestnut Street • PO Box 427 • Bastrop, Texas 78602 • 512.332.8840 • www.cityofbastrop.org



**BASTROP BOARD AND COMMISSION
MEETINGS**

REQUEST TO SPEAK

Meeting Date: Jan. 27, 2022

**PLEASE PRESENT THIS FORM PRIOR TO THE START OF THE MEETING. WHEN
YOU ARE RECOGNIZED BY THE CHAIR TO SPEAK, PLEASE STATE YOUR NAME.**

PLEASE PRINT LEGIBLY

Name: Michele Anderson

Address: 103 Kauai Ct.

Bastrop, Texas 78602

(City) (State) (Zip)

Phone: 512-906-9042

WHEN WOULD YOU LIKE TO SPEAK:

____ **Citizens' Comments** (This item is available for citizens to speak on items not on the agenda. In accordance with the Texas Attorney General's opinion, any public comment that is made on an item that is not on the published agenda will only be heard by the Bastrop City Council. No formal action, discussion, nor comment will be made by the City Council.)

TOPIC:

__x__ **Agenda Item No.** 3B-3D

☐

wish to speak IN FAVOR of this item.

☒

X wish to speak IN OPPOSITION to this item.

☐

do not wish to speak.

Please record my ____SUPPORT __x__OPPOSITION.

I agree that I will limit my time to three minutes, speak with respect, and refrain from using profane, insulting or threatening language.

"I hereby certify that the information and statements by me are true and accurate. I further swear that the testimony I give before this body will be true and accurate. I understand that by speaking, I may or may not be filmed or recorded for public broadcasting and I give my full permission to do so."

Michele S. Anderson

(Signature)

*PLEASE SEE COMMENTS ON NEXT PAGE

Unfortunately, I cannot attend this important meeting in person but wanted state my opposition to approval of the above-referenced agenda items.

1. The newest drawings published in the Statesman and other media outlets do not align with previous drawings we've been provided.
2. Questions made in-person to the City regarding the perimeter road have gone unanswered. The City states this will be a County road and the County has no knowledge of this. Many details regarding this road need to be addressed and clearly conveyed to the citizenry.
3. The City previously stated its plans to annex a portion of the Colorado River at the southern point of the Bastrop 552 development where it meets El Camino. The logical assumption is that a future bridge will be constructed here; however, there is a home at the end of El Camino that will surely require removal. Numerous requests have been made to the City for clarification of its future plans requiring annexation of the river and no reply has been received.
4. Numerous requests for sound surveys have been made and as with other requests, this request has also gone unanswered. We need to understand the true impact of neighboring residents whenever concerts are held and/or when movies are in production. The landscape is unique and sound travels very far up the hills and down the river.
5. If the taxpayers are footing the numerous breaks being given to this development, we deserve to benefit from this project. Current plans prohibit public access. We'd like to see that change. The development should host City/County events for the benefit of the public a set number of times throughout the year.

I truly appreciate your consideration of my concerns.

Items for Individual Consideration

Public hearing and consider action to approve the first reading of Ordinance 2022-05 of the City Council of the City of Bastrop, amending the Comprehensive Plan by changing the Future Land Use designation from Rural Residential to Industry for Bastrop Colorado Bend, LLP for 312.591 +/- acres of land out of the Stephen F. Austin Survey Abstract 2, to the west of Lovers Lane, located within the city limits of the City of Bastrop, 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 and move to the March 8, 2022 Regular Agenda.

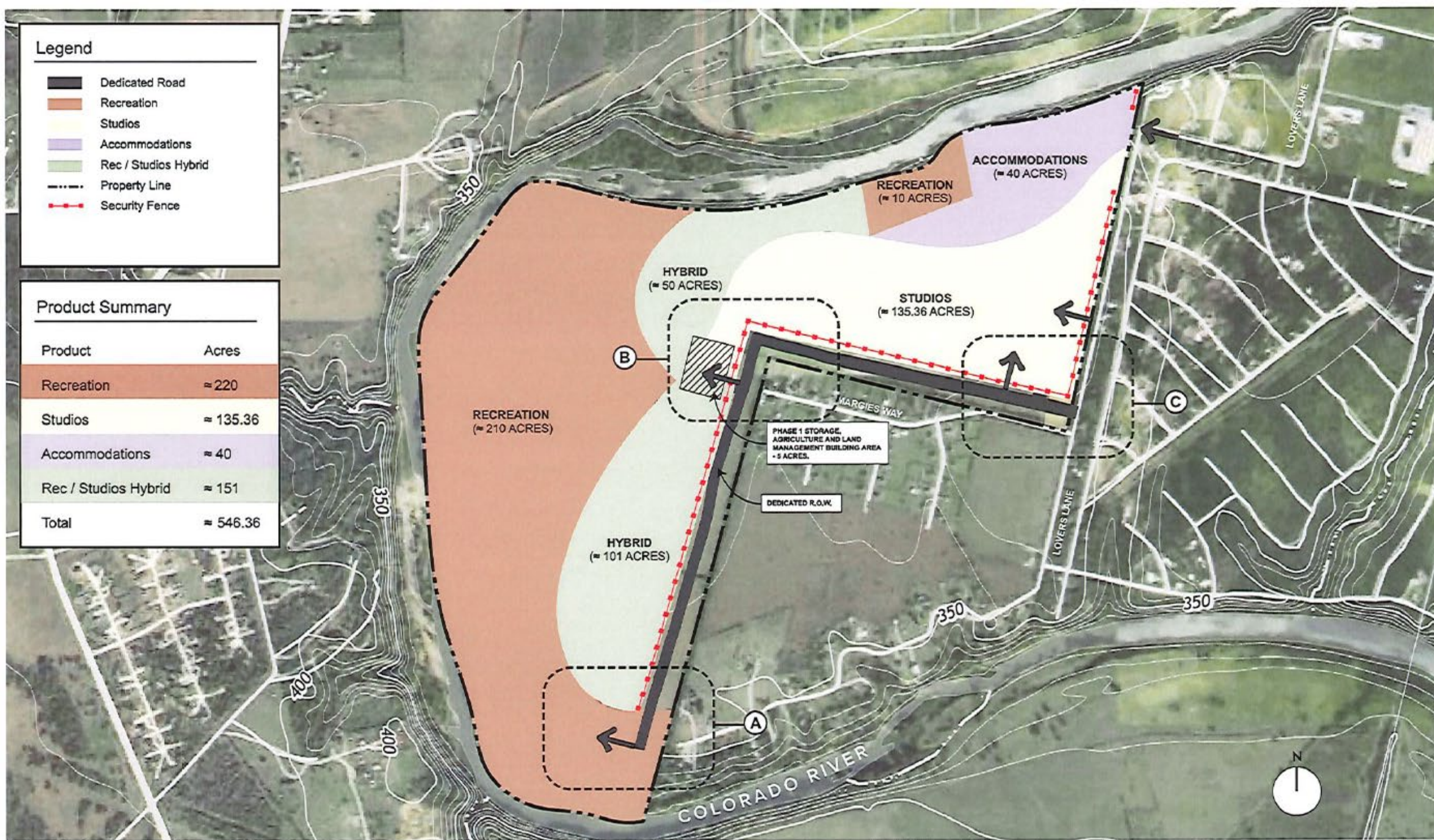


Legend

- Dedicated Road
- Recreation
- Studios
- Accommodations
- Rec / Studios Hybrid
- Property Line
- Security Fence

Product Summary

Product	Acres
Recreation	≈ 220
Studios	≈ 135.36
Accommodations	≈ 40
Rec / Studios Hybrid	≈ 151
Total	≈ 546.36



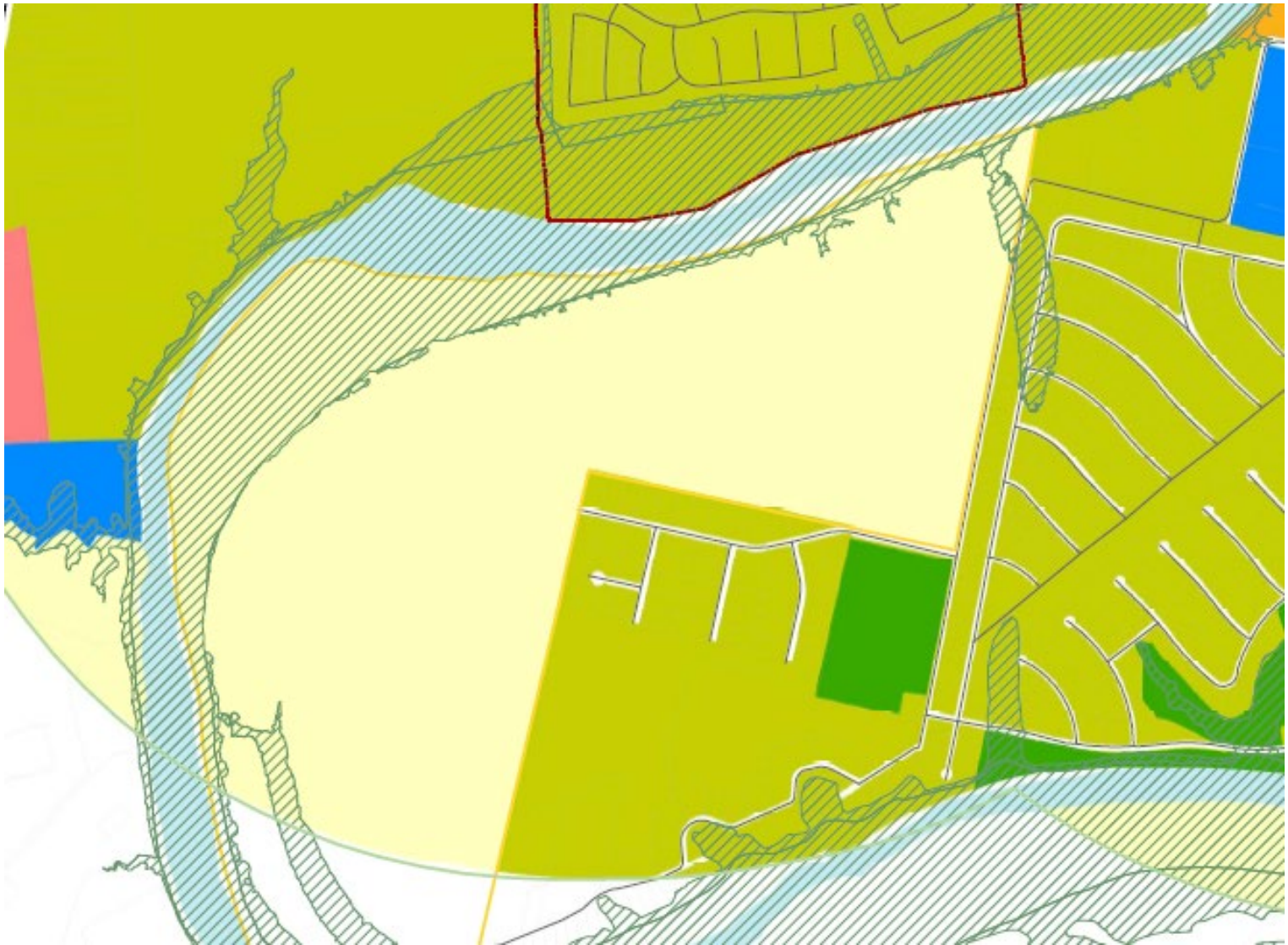
Location Map



Background

- Amend Future Land Use designation for 312.591 acres
 - Rural Residential to Industry
- Change is required to accommodate proposed movie studio

Existing Future Land Use

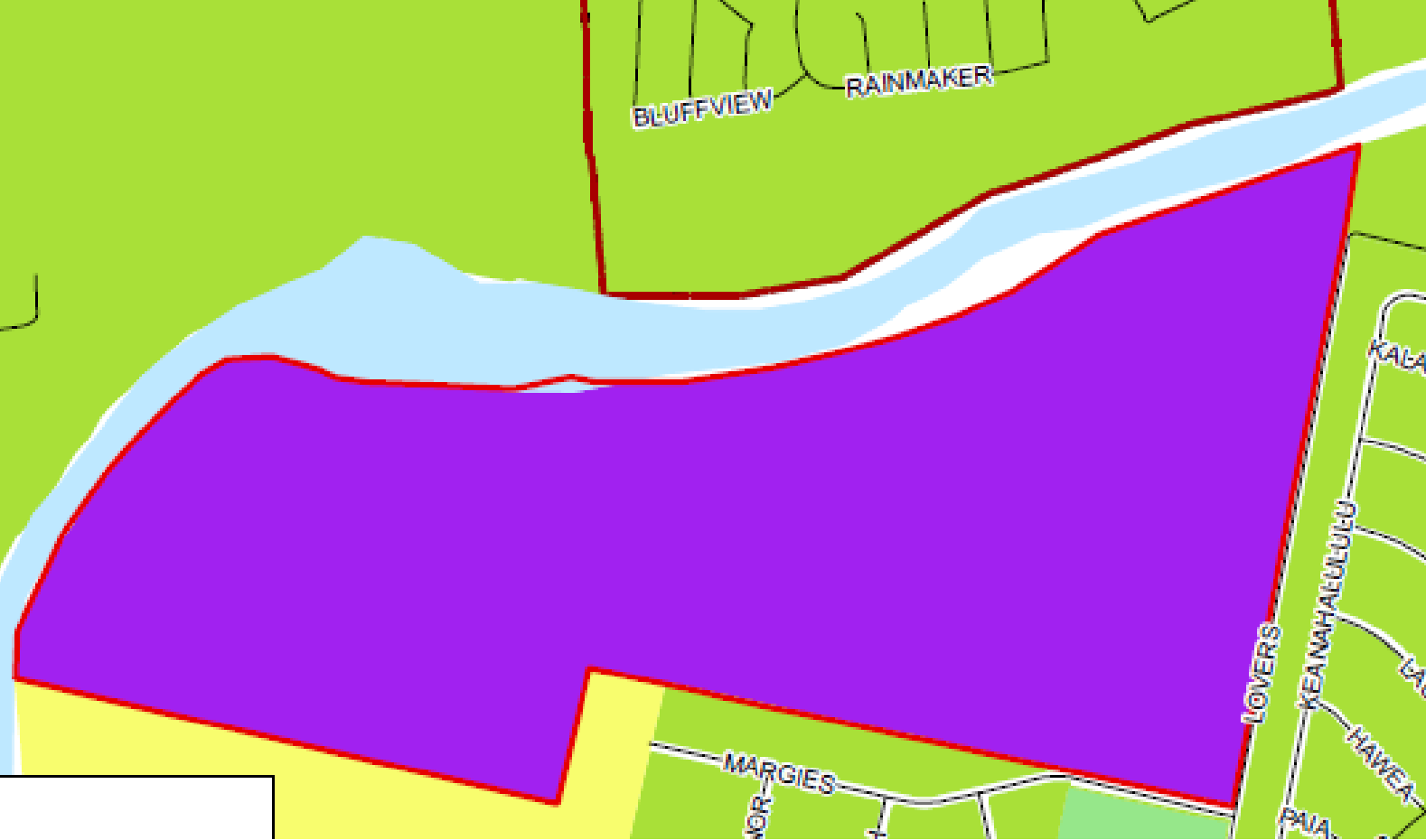


Legend

- City Limit
- City Boundary
- Statutory ETJ
- Project Boundary
- Parcels

- CITY LIMITS
- STATUTORY ETJ
- PARKS & OPEN SPACE
- RURAL RESIDENTIAL
- NEIGHBORHOOD RESIDENTIAL
- TRANSITIONAL RESIDENTIAL
- NEIGHBORHOOD COMMERCIAL
- GENERAL COMMERCIAL
- PROFESSIONAL SERVICES
- DOWNTOWN BASTROP¹
- PUBLIC & INSTITUTIONAL
- INDUSTRY
- FLOODPLAIN OVERLAY²

Proposed Future Land Use



Policy Explanation

- Comprehensive Plan Amendments are regulated under Section 213 of the Texas Local Government Code.
- Plan amendments may be made after public hearings as development conditions and trends change
- Development Agreement for property approved June 22, 2021

Public Comment

- Property Owner responses sent to 61 owners in 200-foot area
- As of this report, 3 responses have been received
 - 1 with no objection
 - 2 opposed

Planning & Zoning Commission Report

- The P&Z voted 3-2 to recommend approval.
- A vote of 5 affirmative votes is required for the Commission to make a recommendation to City Council, so no recommendation has been made by P&Z.

Next Steps

- March 8, 2022
 - Second reading of ordinance at City Council meeting
- For 312.591 acres
 - Preliminary Drainage Plan, Preliminary Infrastructure Plan
 - **Preliminary Plat – P&Z Approval**
 - Final Drainage Plan, Public Improvement Plan
 - **Final Plat – P&Z Approval**
 - Site Development Plan(s)
 - Building Permit(s)
- Remainder of 546 acres – Annexation, TMP Amendment, FLU Amendment, Zoning Concept Scheme, etc

Recommendation

Hold public hearing and consider action to approve the first reading of Ordinance 2022-05 as presented.





STAFF REPORT

MEETING DATE: February 22, 2022

AGENDA ITEM: 9H

TITLE:

Hold a public hearing and consider action to approve the first reading of Ordinance No. 2022-07 of the City Council of the City of Bastrop, Texas, approving the Bastrop Colorado Bend Zoning Concept Scheme, changing the zoning for 312.591 acres out of the Stephen F. Austin Survey Abstract 2, from P2 Rural to PEC Employment Center and establishing a plan on 312.591 acres, located west of Lovers Lane, within the city limits of the City of Bastrop, as shown in Exhibit A, providing for findings of fact, adoption, repealer, severability and enforcement, proper notice and meeting; and establishing an effective date and move to include on the March 8, 2022 Regular Agenda for the second reading.

STAFF REPRESENTATIVE:

Jennifer C. Bills, Director of Planning & Development

BACKGROUND:

The applicant has submitted an application for a Zoning Concept Scheme for Bastrop Colorado Bend (Exhibit A). The development is proposed to be Place Type EC – Employment Center zoning with a mix of land uses and development types that support a primary use as a film studio. The attached Background Memo contains staff analysis.

Annexation

This ZCS is accompanied by an annexation request for the 312.591 acres. The property will be annexed as P2 Rural. City Council will consider and approve the annexation prior to considering the rezoning from P2 to PEC.

Comprehensive Plan Amendments – Future Land Use and Transportation Master Plan

This ZCS is accompanied by amendments to the Future Land Use Map and the Transportation Master Plan. Both of these amendments will be considered by P&Z and City Council prior to recommendation or approval of the ZCS.

RECOMMENDATION:

Hold a public hearing and consider action to approve the first reading of Ordinance 2022-07 as presented.

ATTACHMENTS:

- Background Memo
- Ordinance 2022-07
- Exhibit A: Zoning Concept Scheme
- Attachment 1: Location Map
- Attachment 2: Applicant's Project Description Letter
- Attachment 3: Property Owner Notice
- Attachment 4: Proposed Zoning Map
- Attachment 5: Proposed Future Land Use Map
- Attachment 6: Public Responses
- Attachment 7: PowerPoint Presentation

TO: Paul A. Hofmann, City Manager
From: Jennifer C. Bills, Director of Planning & Development
Date: February 13, 2022
Subject: Bastrop Colorado Bend Comprehensive Plan Future Land Use Map Amendment



=====

ITEM DETAILS:

Site Address:	West of Lovers Lane (Attachment 1)
Total Acreage:	312.591 acres
Acreage Rezoned	312.591 acres
Legal Description:	312.591 acres out of the Stephen F. Austin Survey, Abstract 2
Property Owner:	Alton Butler, Bastrop Colorado Bend, LLC
Agent Contact:	Matt Synatschk, Carlson, Brigance, and Doering, LLC
Existing Use:	Vacant/Undeveloped
Existing Zoning:	P2 Rural (upon annexation)
Proposed Zoning:	PEC Employment Center (Attachment 4)
Character District:	Pine Village (upon annexation)
Future Land Use:	Rural Residential – Companion Request to Change to Industry (Attachment 5)

BACKGROUND:

The applicant has submitted an application for a Zoning Concept Scheme (ZCS) for Bastrop Colorado Bend (Exhibit A). The development is proposed to be Place Type EC – Employment Center zoning with a mix of land uses and development types that support a primary use as a film studio.

Place Type EC – Employment Center is defined in the code as:

“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.”

The Future Land Use Plan describes Industry as:

“The Industry character area supports light industrial, and warehousing and distribution, land uses. Activities within this character area include the assembly, production, and storage of finished products, and may require industrialized buildings of substantial size, as well as areas for outdoor storage. Primary land uses may be expected to generate high volumes of heavy vehicle traffic. The Industry character area may also support some heavy manufacturing activity on a case-by-case basis, but only where performance measures on nuisances (e.g., noise, dust, light, etc.) may be mitigated.

Zoning Concept Schemes usually consider the variety of place type zoning districts in a pedestrian shed. Due to the unique mixed-use development proposed, this requirement was waived within the approved Development Agreement (DA). The land is intended to be used as one large development with a mix of uses that will support a film studio. As shown in the Zoning Concept Scheme ZCS-002, this will include studios, back

lots, recreation areas, short term lodging, open space, and a temporary sound stage. Additionally, most of the area that would be encompassed within the pedestrian sheds is currently in the ETJ and does not have a zoning district to take into consideration.

This ZCS only covers part of the total area that is a part of the Development Agreement. The DA allows for annexation and construction of the development in phases. The north-south perimeter road will be required with the development of the southern portion of the tract.

Drainage

A Zoning Concept Scheme must be accompanied by a Conceptual Drainage Plan to ensure that the proposed development is feasible. A Conceptual Drainage Plan has been reviewed and approved by the City Engineer. The site includes multiple location for detention and also contemplates discharge into the adjacent Colorado River. The maximum impervious cover allowed in Place Type EC is 80%. The applicant will still have to complete a Preliminary Drainage Plan prior to Preliminary Plat and Final Drainage Plans before Final Plats and Site Development Plans. At each stage, the drainage and flood plain will be studied in more detail in relation to the intended development.

Traffic Impact Analysis

A traffic impact analysis is being completed as part of the development process and required improvements will be included in the Public Improvement Plans (it is not required for the rezoning). The draft TIA does not call for the developer to construct the bridge but does anticipate improvements at Lovers Lane and SH 71. The future bridge construction will be a capital improvement project led by the City or County. At this point there are no conceptual plans for the bridge other than the general location at the end of the north-south perimeter road and no funding has been identified.

Annexation

This ZCS is accompanied by an annexation request for the 312.591 acres. The property will be annexed as P2 Rural. City Council will consider and approve the annexation prior to considering the rezoning from P2 to PEC.

Comprehensive Plan Amendments – Future Land Use and Transportation Master Plan

This ZCS is accompanied by amendments to the Future Land Use Map and the Transportation Master Plan. Both of these amendments will be considered by P&Z and City Council prior to recommendation or approval of the ZCS.

PUBLIC COMMENTS:

A notice was placed in the Bastrop Advertiser on January 8, 2022. Property owner notifications were sent to 61 adjacent property owners on January 14, 2022 (Attachment 3). At the time of this report, three responses to the project have been received, 2 opposed and 1 no objection (Attachment 6).

POLICY EXPLANATION:

Texas Local Government Code

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

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

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

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

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

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

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

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

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

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

At the time of this report, no protest has been received. If a valid protest is received, a three-fourths vote of the City Council members would be required to approve the rezoning request.

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

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

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

The Planning & Zoning Commission voted to recommendation the amendment by a vote of 3-2. A minimum vote of 5 affirmative votes is required to make a report to city Council, so no recommendation was made.

Compliance with 2036 Comprehensive Plan:

Future Land Use Plan – The Industry character area supports light industrial, and warehousing and distribution, land uses. Activities within this character area include the assembly, production, and storage of finished products, and may require industrialized buildings of substantial size, as well as areas for outdoor storage. Primary land uses may be expected to generate high volumes of heavy vehicle traffic. The Industry character area may also support some heavy manufacturing activity on a case-by-case basis, but only where performance measures on nuisances (e.g., noise, dust, light, etc.) may be mitigated.

- Land uses should be located on and take vehicular access from arterial roads, or from industrial streets which lead directly to arterial streets.
- Substantial landscaping should be placed in required yards to enhance buffering and screening. The maintenance of existing tree cover in required yards should be encouraged to meet landscaping requirements.
- Screen proposed uses related to outdoor storage (including dumpsters), whether as a primary use or a secondary associated use, from all public rights-of-way by a six- to eight-foot-tall opaque wood or masonry fence (depending on the height of the equipment or materials it is screening) and landscaping visible from the right-of-way.

The proposed PEC and Zoning Concept Scheme will be in compliance with the Future Land Use Plan, once the Future Land Use Plan is amended, and is in compliance with approved Development Agreement.

The development will make public improvements along Lovers Lane and the roads on the perimeter of the development, which will provide access across the area and increase landscaped and physical buffering between the development and the surrounding neighborhood.

Compliance with Bastrop Building Block (B³) Code:

B³ CODE INTENT (See Executive Summary)

The code is built around three core intents:

- Fiscal Sustainability

New development and redevelopment must be done with a focus on the intersection of the Public and Private Realms. This is the area where city and utility infrastructure are maintained in an efficient manner and the commercial development creates a complete neighborhood.

As this tract is to be developed as one large tract, the emphasis in the Development Agreement has focused on extending existing water and wastewater utilities from the existing limits of the city to this development. Along Lovers Lane, sidewalk, street trees, and streetlights will be provided. For the portions of the Future East-West Road the developer is required for the development of a new Local Connector Street: Rural Street cross-section, with the addition of a public sidewalk, street trees, and streetlights on the north side of the road. This provides additional vehicular and pedestrian access and necessary access for the development.

- Geographically Sensitive Developments

Development will retain its natural form and visual character, which is derived from the topography and native environment.

A part of this development is within the 1% Annual Chance Floodplain (previously 100-year Floodplain). The ZCS lays out the permanent buildings and parking areas to provide minimal disruption to the floodplain and drainage.

- Perpetuation of Authentic Bastrop

The B³ Code will perpetuate the built form that has been predominate over the City's 189-year history. The recent trend of allowing parking and automobile traffic as the predominate feature has created a pattern that is contrary to the historical building patterns of the city and creates sites/buildings that are not adaptable and sustainable in the long-term.

The proposed style of development is meant to house a specific land use and development with the primary use as a movie studio. As this is a proposed single owner/user, the Development Agreement acknowledges that this a new development pattern for the City. Should this development not occur, the City can revert the site back to the grid network and request revisions to the Place Type Zoning for a new future development.

B³ Code ARTICLE 5.1 INTENT OF DEVELOPMENT PATTERNS

(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 B3 Technical Manual) configurations suitable for different geographies and Character Districts.

Upon annexation, the Pine Village Character District will be extended to cover this property. It is the nearest Character District with the most applicable description. The Development Patterns were waived with the Development Agreement, as this project is notably unique in it's development needs.

SEC. 5.2.002 TND STANDARDS

1. Detail the block perimeters, block lengths, pedestrian shed area, place type allocations per B³ Code 3.2.002b.

With the PEC Place Type, the ZCS can designate different block pattern for the proposed future development. In this request the applicant will provide sidewalk, street trees and streetlights along Lovers Lane. For the portions of the Future East-West Road the developer is required for the development of a new Local Connector Street: Rural Street cross-section, with the addition of a public sidewalk, street trees, and streetlights on the north side of the road. For the remainder of the development, they have removed the internal blocks, which is in compliance with the approved Development Agreement.

RECOMMENDATION:

Hold public hearing and consider action to approve the first reading of Ordinance 2022-07 of the City Council of the City of Bastrop, Texas, approving the Bastrop Colorado Bend Zoning Concept Scheme, changing the zoning for 312.591 acres out of the Stephen F. Austin Survey Abstract 2, from P2 Rural to PEC Employment Center and establishing a plan on 312.591 acres, located west of Lovers Lane, within the city limits of the City of Bastrop, as shown in Exhibit A, providing for findings of fact, adoption, repealer, severability and enforcement, proper notice and meeting; and establishing an effective date and move to include on the March 8, 2022 Regular Agenda for the second reading

ORDINANCE 2022-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE BASTROP COLORADO BEND ZONING CONCEPT SCHEME, CHANGING THE ZONING FOR 312.591 ACRES OUT OF THE STEPHEN F. AUSTIN SURVEY ABSTRACT 2, FROM P2 RURAL TO PEC EMPLOYMENT CENTER AND ESTABLISHING A PLAN ON 312.591 ACRES, LOCATED WEST OF LOVERS LANE, WITHIN THE CITY LIMITS OF BASTROP, TEXAS, AS SHOWN IN EXHIBIT A, PROVIDING FOR FINDINGS OF FACT, ADOPTION, REPEALER, SEVERABILITY AND ENFORCEMENT, PROPER NOTICE AND MEETING; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, on or about November 2, 2021, the Bastrop Colorado Bend, LLC has submitted a request for zoning modifications; and,

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

WHEREAS, the City Staff has reviewed the request for zoning modifications, and finds it to be justifiable based upon the Future Land Use Designation for this Property is Industry, which allows for a wide range of commercial and retail uses; and

WHEREAS, the 312.591 acres of the Stephen F. Austin Survey, Abstract 2 were annexed into the city limits of Bastrop on March 8, 2022, with the default zoning of P2 Rural, as established in the Bastrop Building Block (B³) Code, Section 2.3.003 "Zoning Upon Annexation"; and

WHEREAS, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City of Bastrop Planning and Zoning Commission (P&Z) on January 27, 2022, which did not make a recommendation to City Council as the vote was 4-1 to recommend approval, which did not meet the Bastrop Building Block (B³) Code requirement for 5 affirmative votes; and

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

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that are for good

government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

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

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

Section 1: The Property, 312.519 acres out of land out of the Stephen F. Austin Survey, Abstract 2 is rezoned from P2 Rural to PEC Employment Center, and a Zoning Concept Scheme is established, located south of SH 71, within the City Limits of Bastrop, Texas as more particularly shown on Exhibit A.

Section 2: The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

Section 3: All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 4: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

Section 5: 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: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

Section 7: This Ordinance shall be effective immediately upon passage and publication.

READ & ACKNOWLEDGE on First Reading on this the 22nd day of February 2022.

READ & ADOPTED on Second Reading on this the 8th day of March 2022.

APPROVED:

Connie B. Schroeder, Mayor

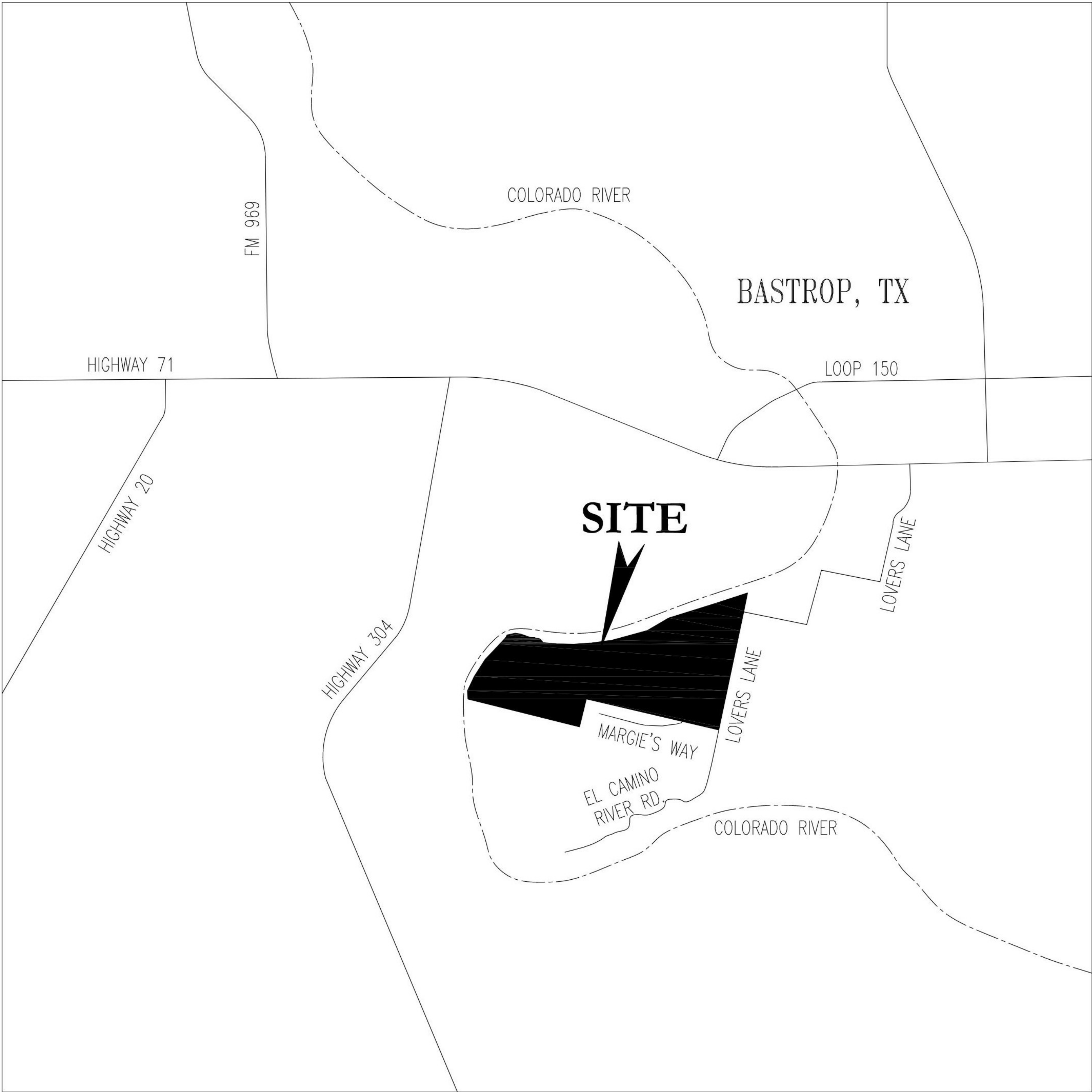
ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

BASTROP COLORADO BEND ZONING CONCEPT SCHEME



VICINITY MAP: N.T.S.

ZONING CONCEPT SCHEME

- ZCS-000 Cover
- ZCS-001 PROPOSED BOUNDARY
- ZCS-002 PROPOSED USES
- ZCS-003 THOROUGHFARES & ENTRY POINTS
- ZCS-004 BUILDING TYPES
- ZCS-005 NEW & EXISTING EASEMENTS
- ZCS-006 CIVIC ZONES
- ZCS-007 FRONTAGE KEY PLAN
- ZCS-008 FRONTAGE PLANS

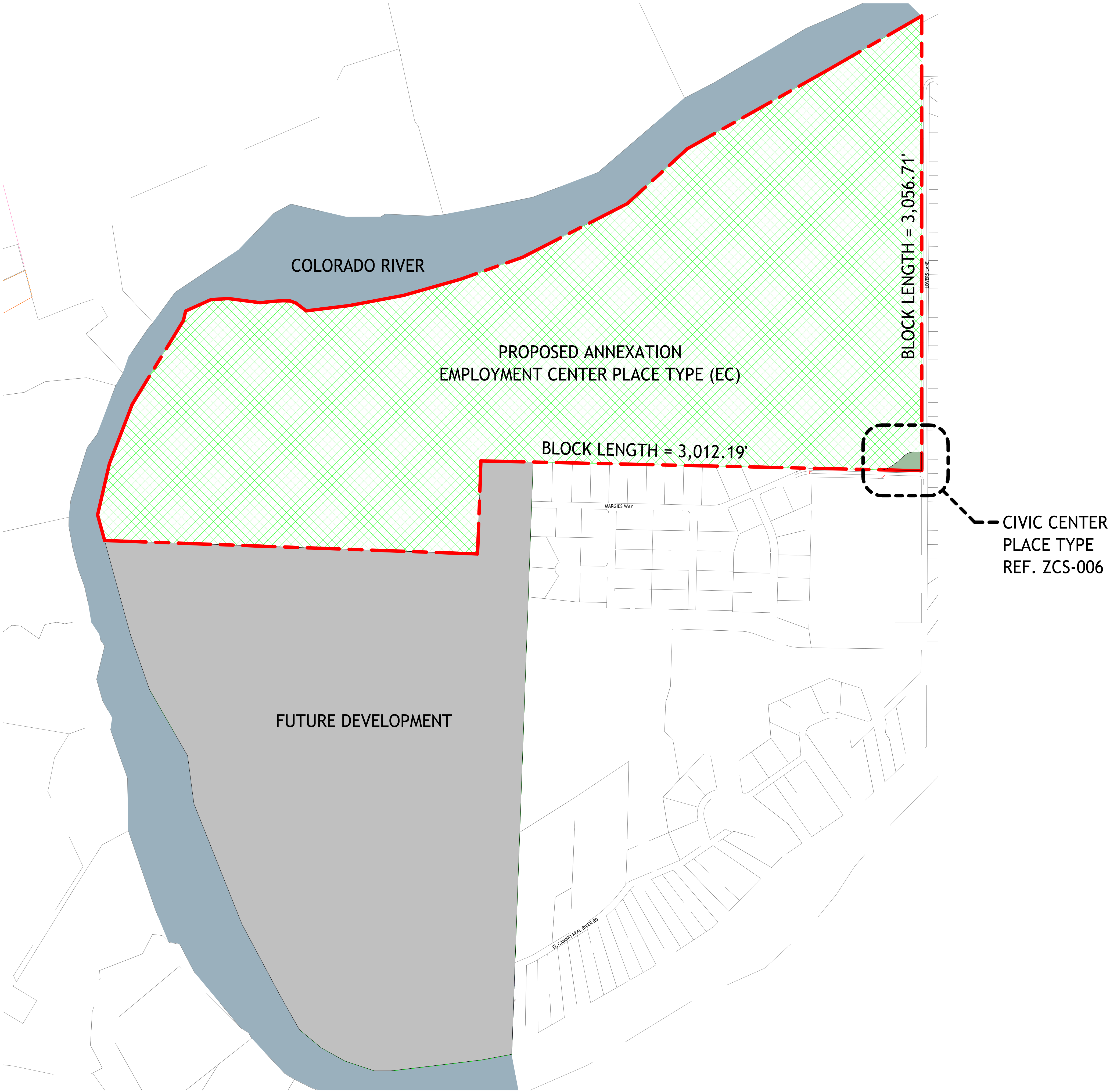


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LEGEND

- ANNEXATION BOUNDARY
- FUTURE DEVELOPMENT



File Path: Autodesk Docs://16.21336.00 Line 204 Studios/204 Entitlement Central 2022.rvt



THE ZONING FOR THIS PROJECT IS “EMPLOYMENT CENTER PLACE TYPE” (EC) AND “CIVIC SPACE PLACE TYPE” (CS) CONSISTING OF THE BELOW ZONING STANDARDS AND ALLOWANCES AS PROVIDED FOR IN THE DEVELOPMENT AND ANNEXATION AGREEMENT (RESOLUTION NO. R-2021-57) BETWEEN THE CITY OF BASTROP AND BASTROP COLORADO BEND, LLC. STANDARDS AND ALLOWANCES NOT SPECIFICALLY ADDRESSED IN THIS DOCUMENT SHALL REFER TO THE DEVELOPMENT AND ANNEXATION AGREEMENT AND CITY OF BASTROP DEVELOPMENT CODES.

CIVIC SPACE	
PARK	P
GREEN	P
SQUARE	P
PLAZA	P
PLAYGROUND	P
COMMERCIAL PLACE	P
POCKET PARK	P
COURT	P
CLOSE	P
PAVILLIAN	P

ENCROACHMENT TYPES	
PORCH	P
DOORYARD	P
TERRACE	P
STOOP	P
LIGHTWELL	P
GALLERY	P
ARCADE	P

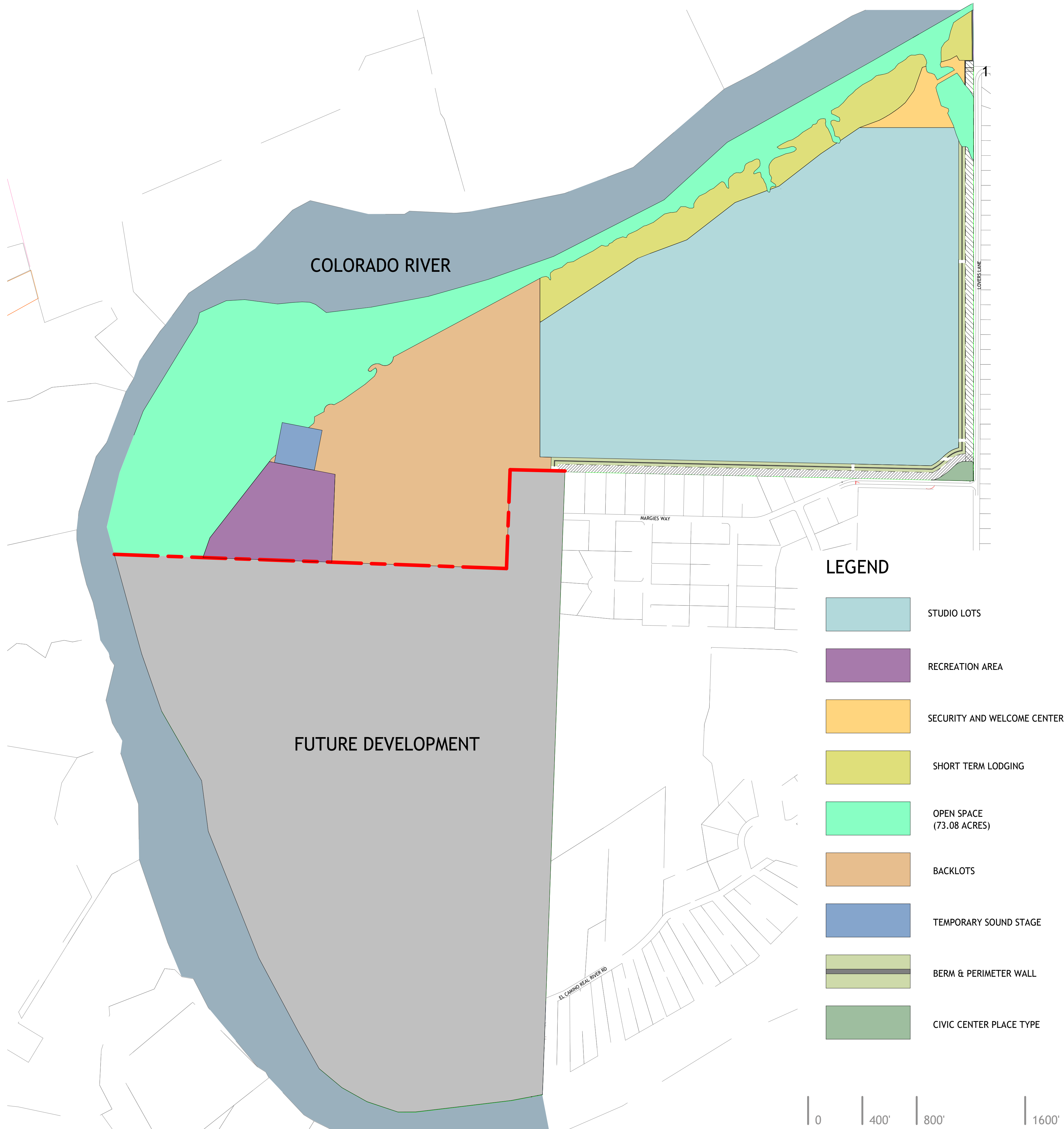
BUILDING HEIGHT IN STORIES	
BUILDING	60 ft Max
ACCESSORY DWELLING UNIT	Varies- No Max.

Blue and green screen used for the purpose of production shall not be considered a "building" and shall not be limited as to height.

SIGNAGE	
ADDRESS SIGN	P
AWNING & SIGNS	P
BAND SIGNS	P
BLADE SIGNS	P
MARQUEE SIGNS	P
NAME PLATE SIGNS	P
OUTDOOR DISPLAY SIGNS	P
SIDEWALK SIGNS	P
WINDOW SIGNS	P
YARD SIGNS	P
MONUMENT SIGN	P
* Applicable only to signage visible from the public ROW	

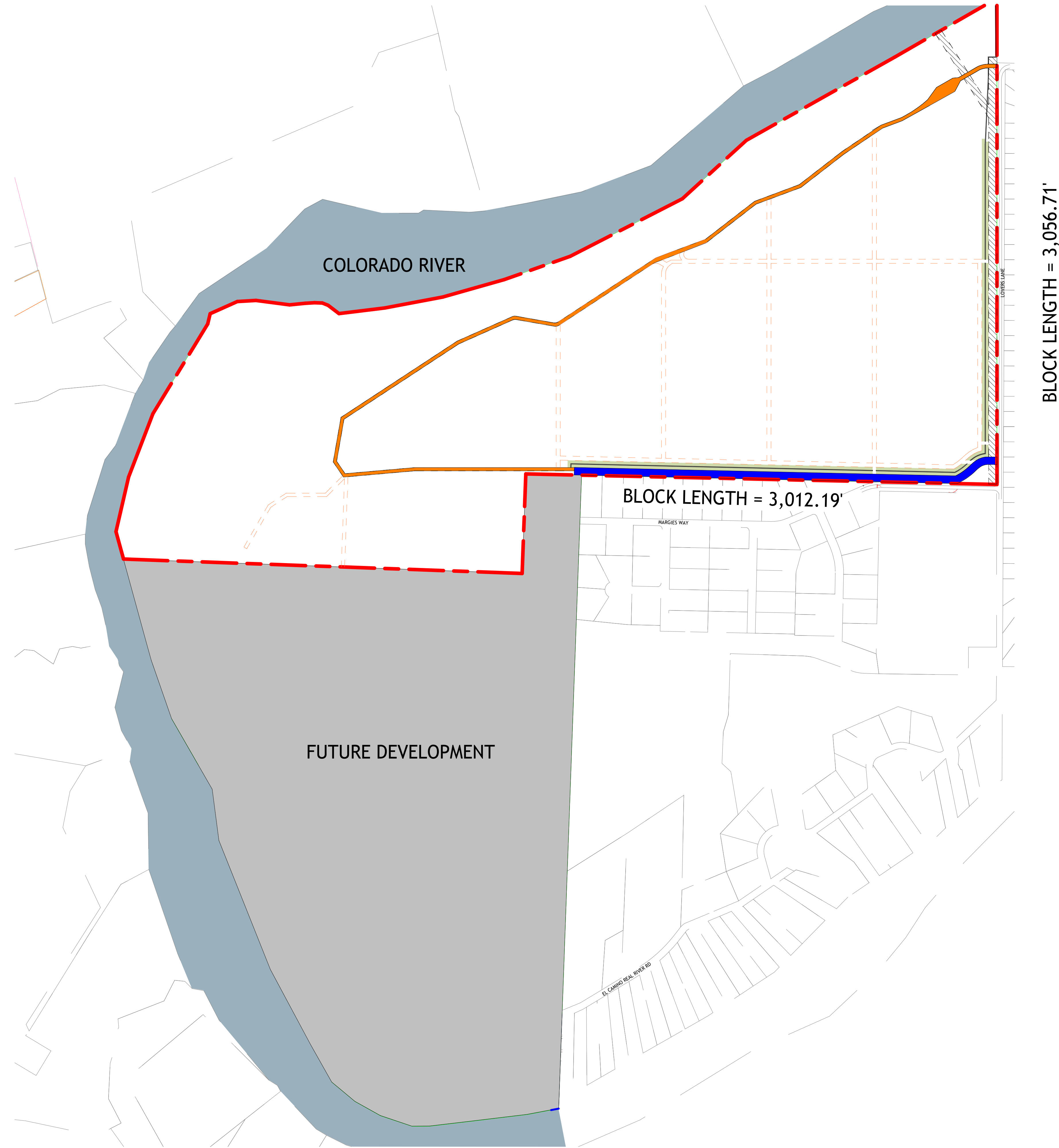
SPECIAL EVENTS
Permits are not required for any special events that are directly related to the studio or filming use on the Property provided that:
A) The noise limits in Article 8.03.006 of the Ordinances are not exceeded.
B) Owner complies with any Fire Marshall requirements related to pyrotechnics, special effects, open flames, explosions or other potentially dangerous activities.
C) The special event does not create any of the conditions described in Article 4.06.009 of the Ordinances.
If an event is open to the public (paid entry or free), unrelated to the studio, a special event permit shall be required.

P= Permitted
NP= Not Permitted



LEGEND

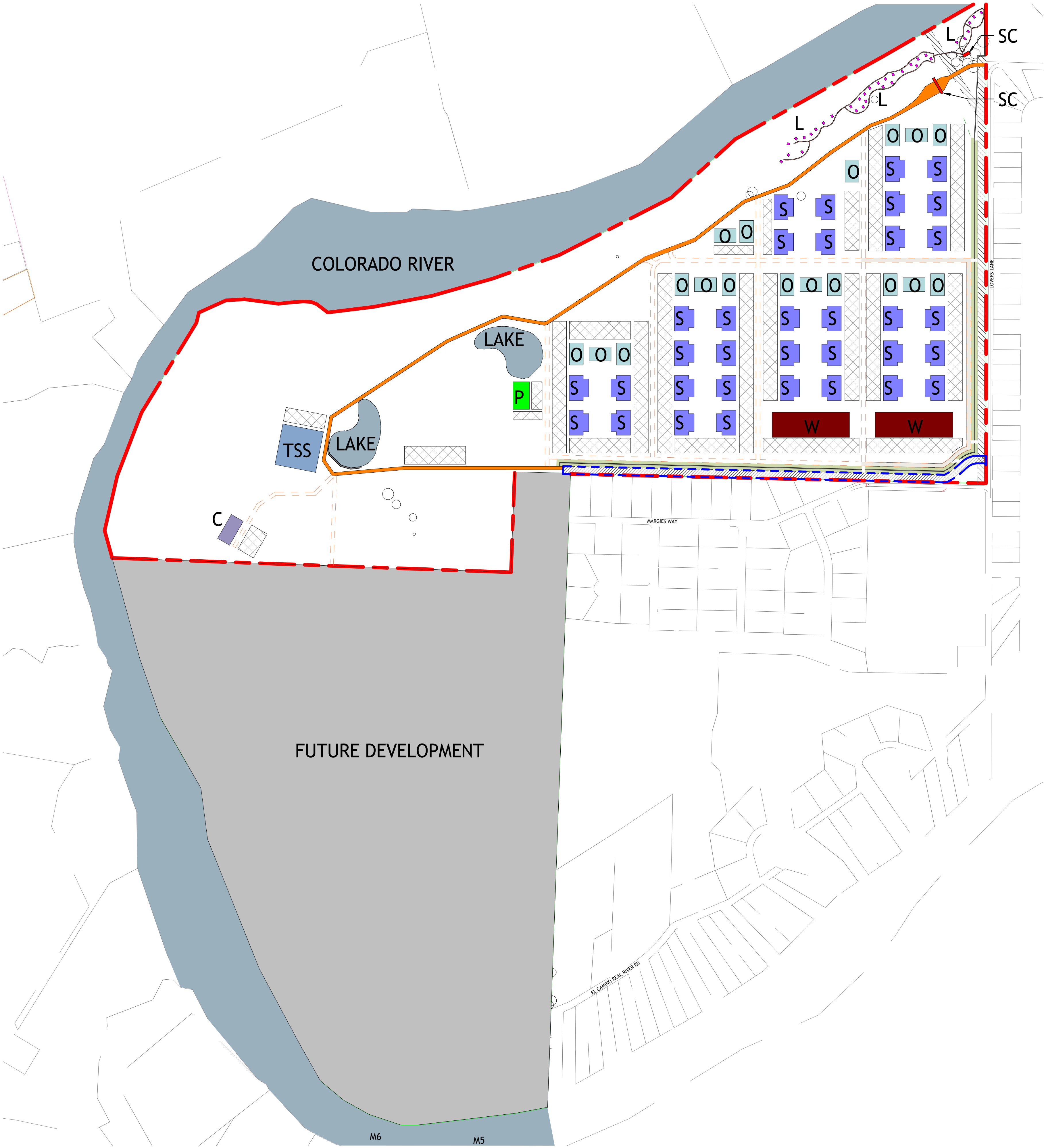
- PRIMARY INTERNAL PRIVATE LOOP
- SECONDARY INTERNAL PRIVATE DRIVE
- NEW EAST-WEST ROAD



File Path: Autodesk Docs://16.21336.00 Line 204 Studios/204 Entitlement Central 2022.rvt

LEGEND

S- SOUND STAGE (300 SF - 150,000 SF UNITS) (ESTIMATED 5 STORIES, 60' HEIGHT)	L - SHORT TERM LODGING (300 SF - 5,000 SF UNITS) (ESTIMATED 2 STORIES, 35' HEIGHT)
O - OFFICE (300 SF - 150,000 SF UNITS) (ESTIMATED 5 STORIES, 60' HEIGHT)	TSS - TEMPORARY SOUND STAGE (300 SF - 25,000 SF UNITS) (ESTIMATED 2 STORIES, 35' HEIGHT)
W - WAREHOUSE (300 SF - 200,000 SF UNITS) (ESTIMATED 5 STORIES, 60' HEIGHT)	C - CLUBHOUSE (300 SF - 25,000 SF UNITS) (ESTIMATED 2 STORIES, 35' HEIGHT)
P - PAVILLION (300 SF - 10,000 SF UNITS) (ESTIMATED 2 STORIES, 35' HEIGHT)	SC - SECURITY & WELCOME CENTER (300 SF - 5,000 SF UNITS) (ESTIMATED 2 STORIES, 35' HEIGHT)
PK - PARKING	TREE GREATER THAN 26"



NOTES:

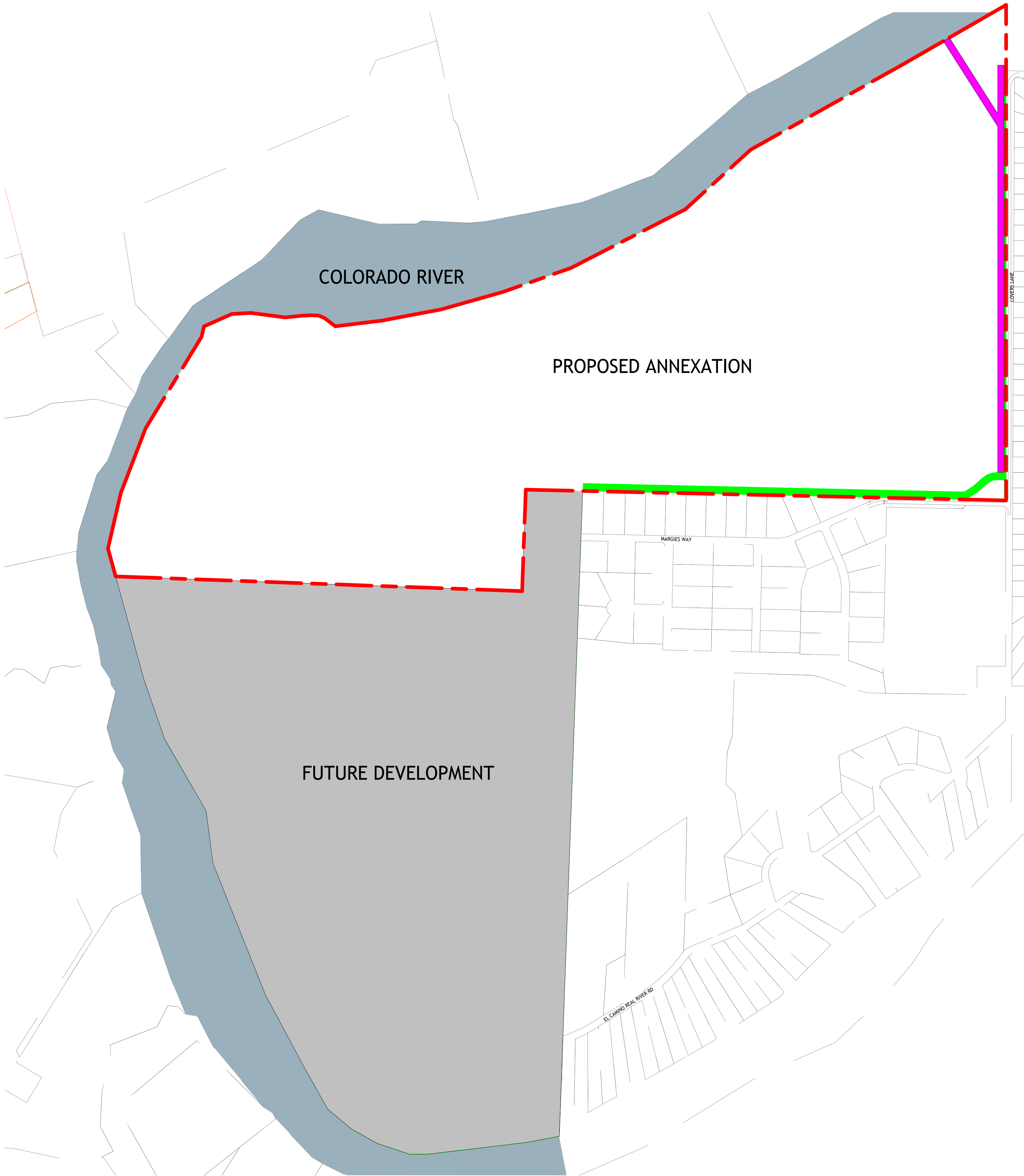
- FIRE LANES SHALL COMPLY WITH ALL APPLICABLE CITY CODES
- PARKING IS ALLOWED IN ALL LAYERS AND WILL BE PROVIDED PER APPLICABLE CODES
- THE BUILDINGS AND DRIVEWAYS SHOWN ARE CONCEPTUAL AND MUST BE RELOCATED TO REDUCE THE IMPACT ON TREES 26”AND GREATER



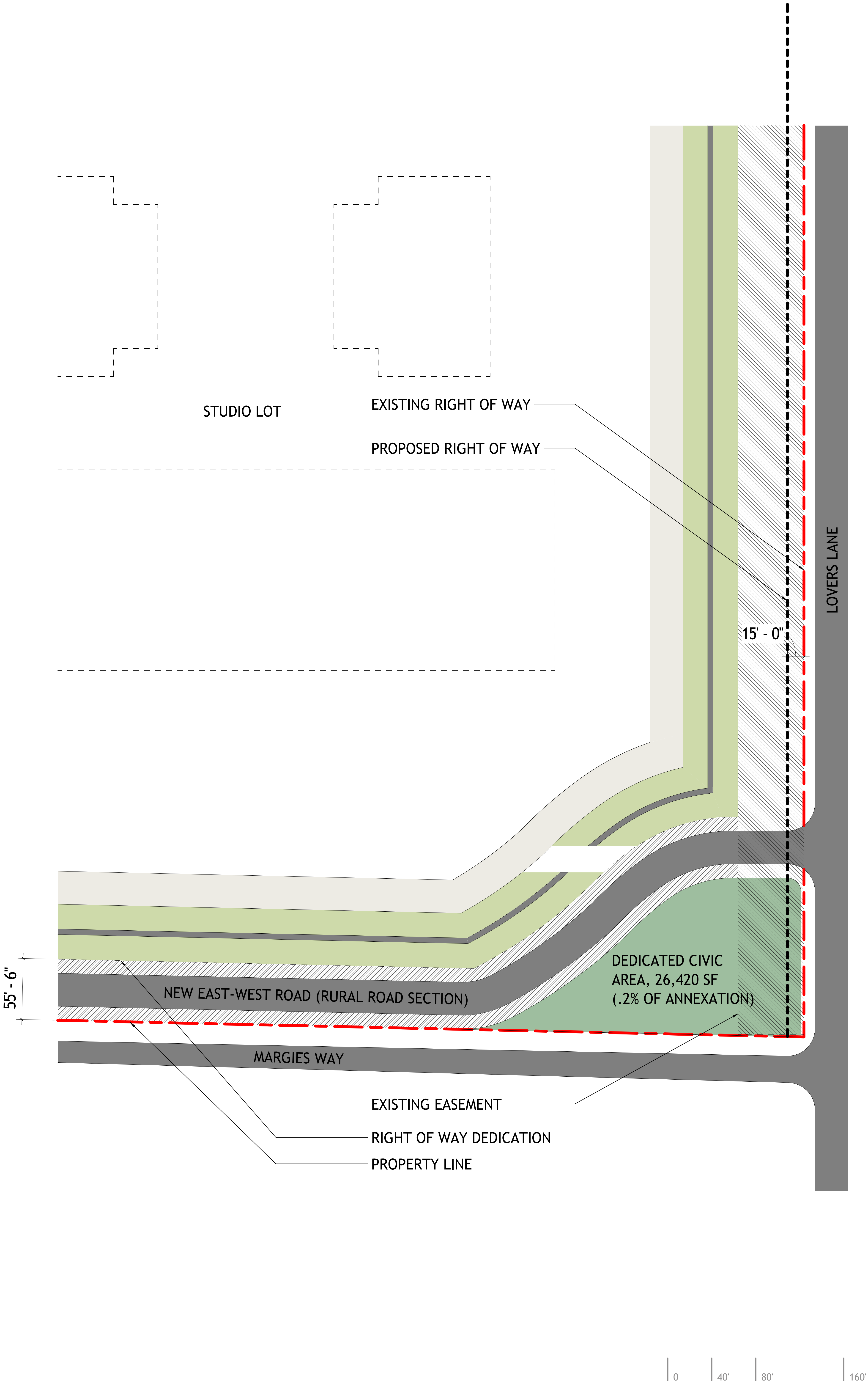
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LEGEND

- EXISTING EASEMENT
- NEW RIGHT OF WAY



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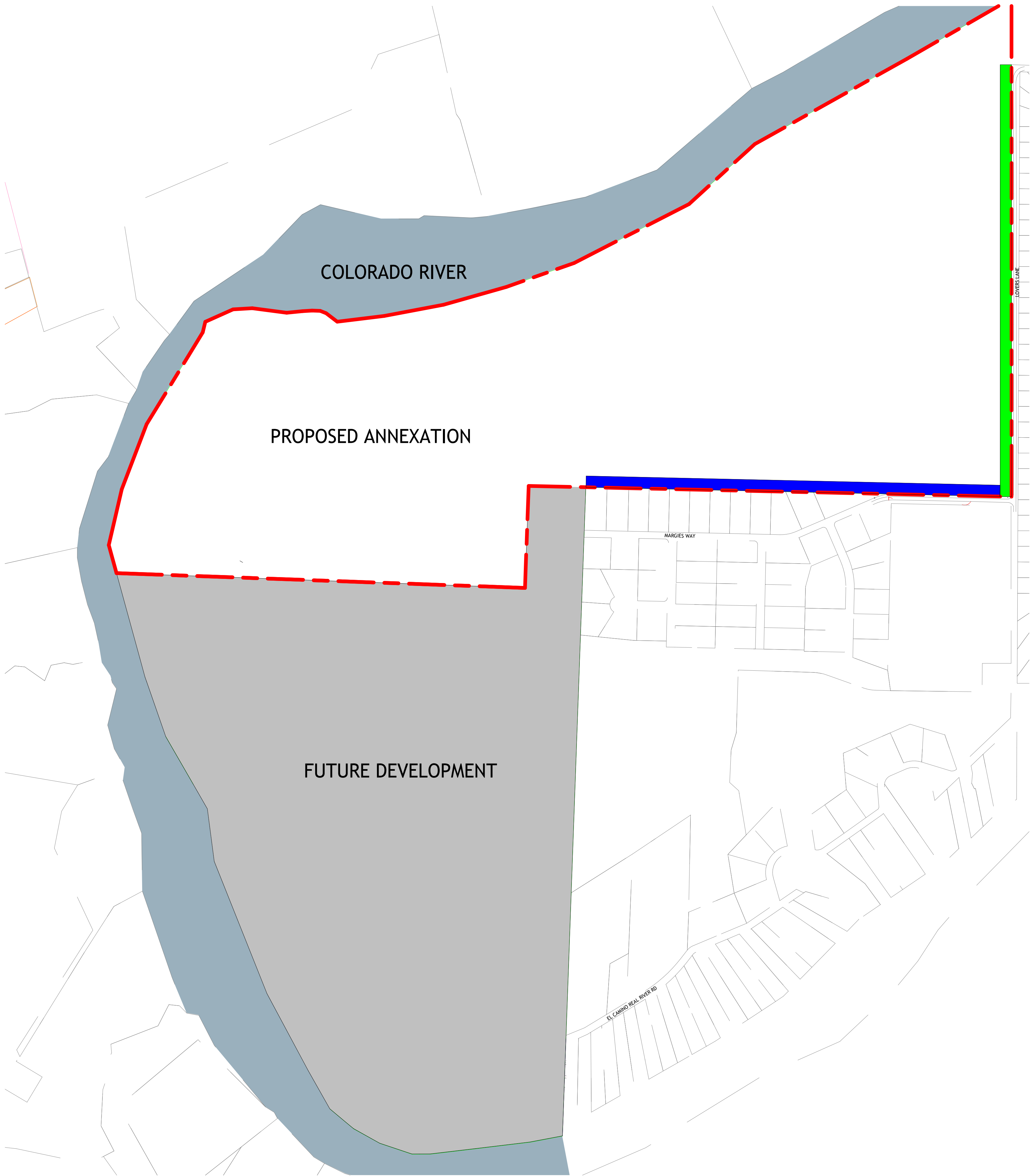


Architecture
Interior Design
Planning

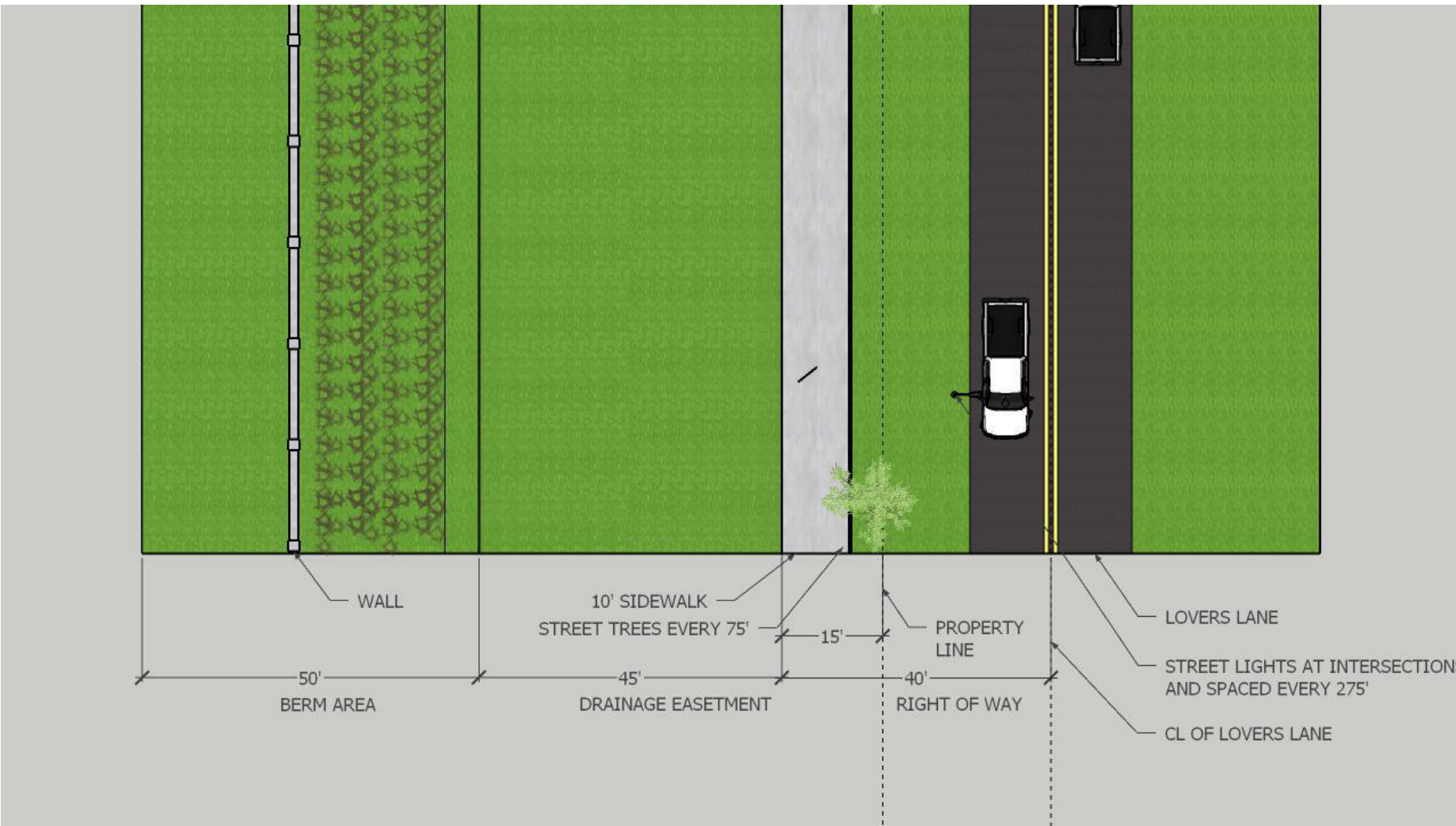


LEGEND

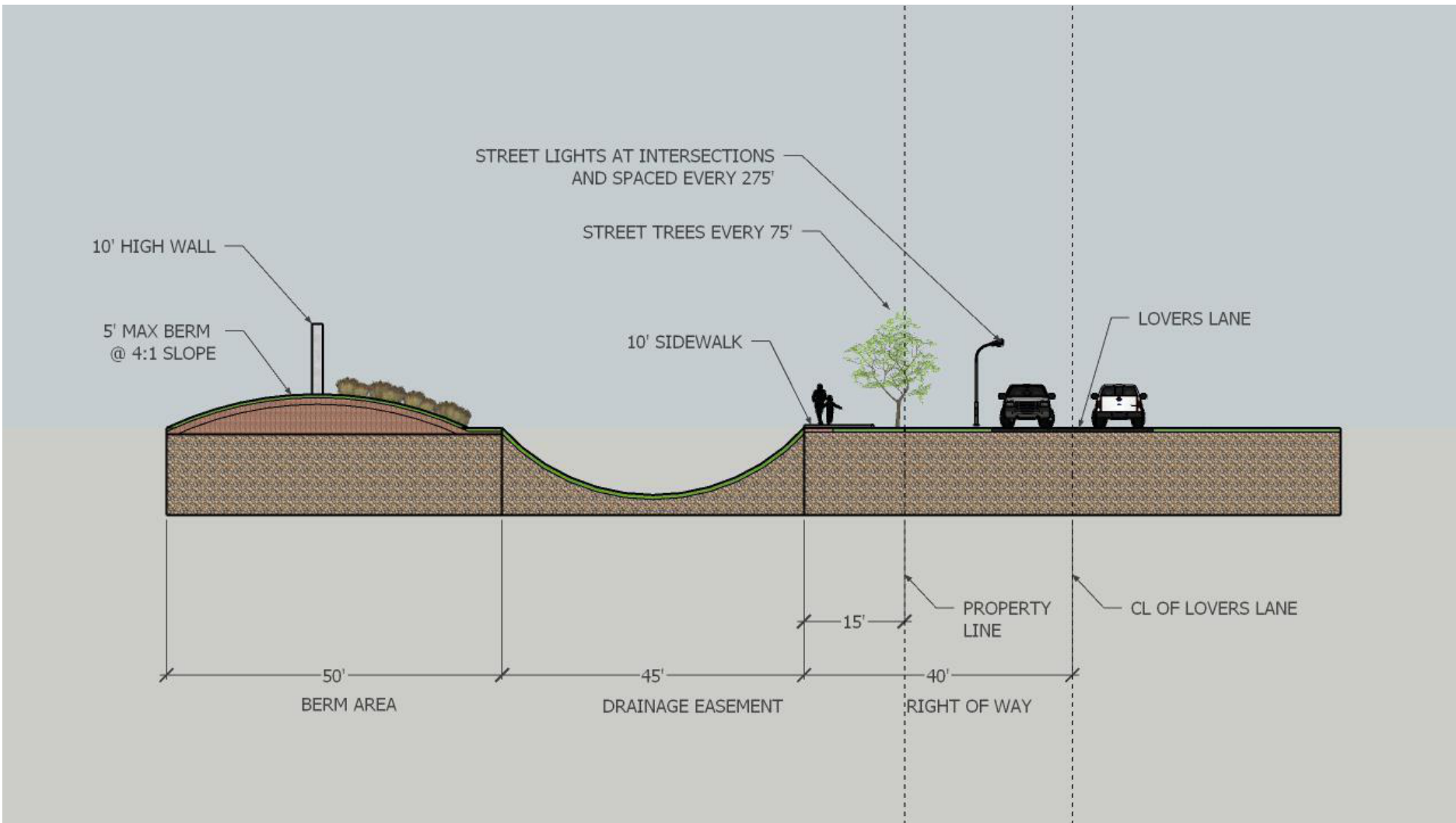
- LOVERS LANE
- NEW EAST-WEST ROAD



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LOVERS LANE PLAN



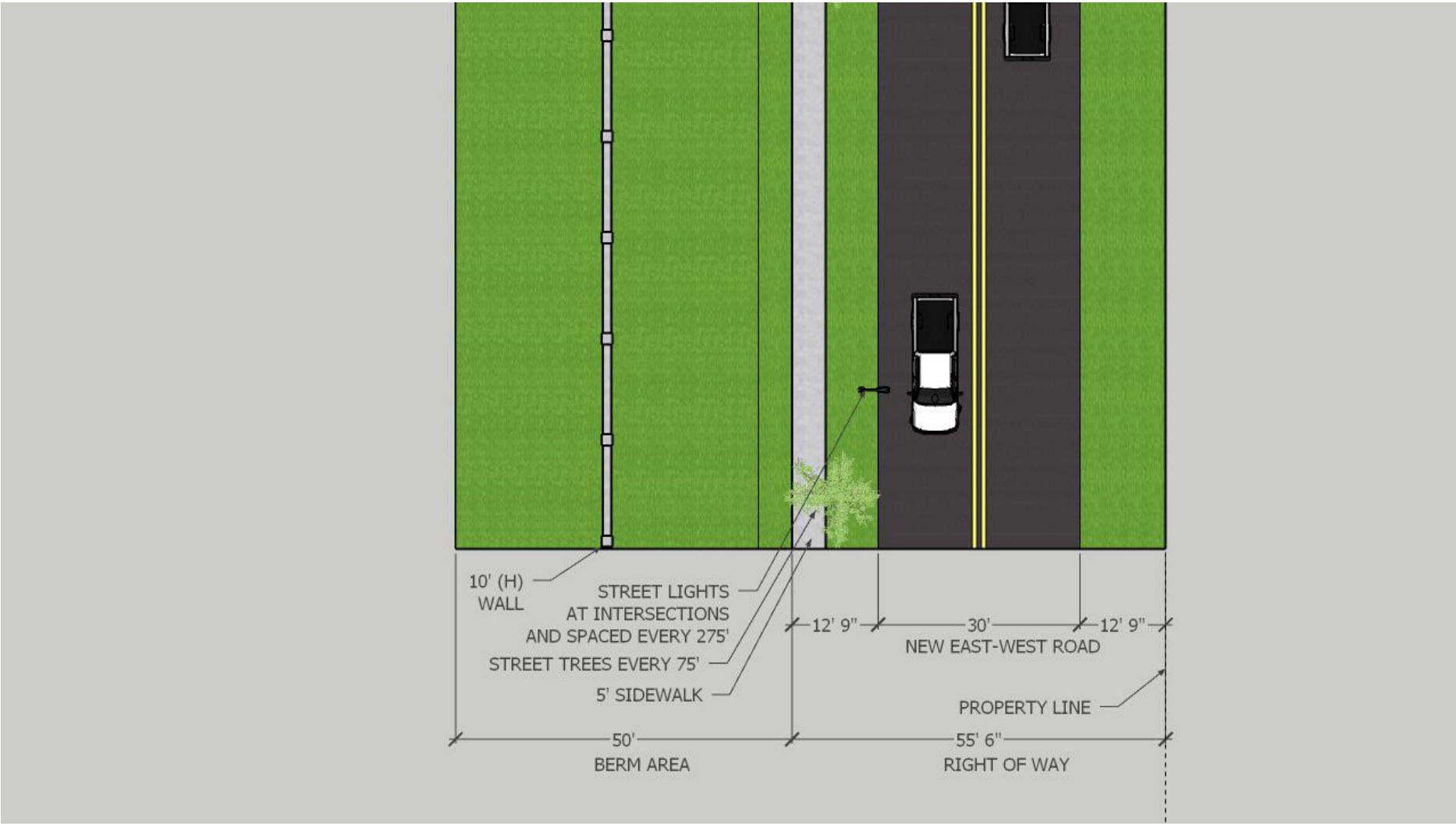
LOVERS LANE SECTION



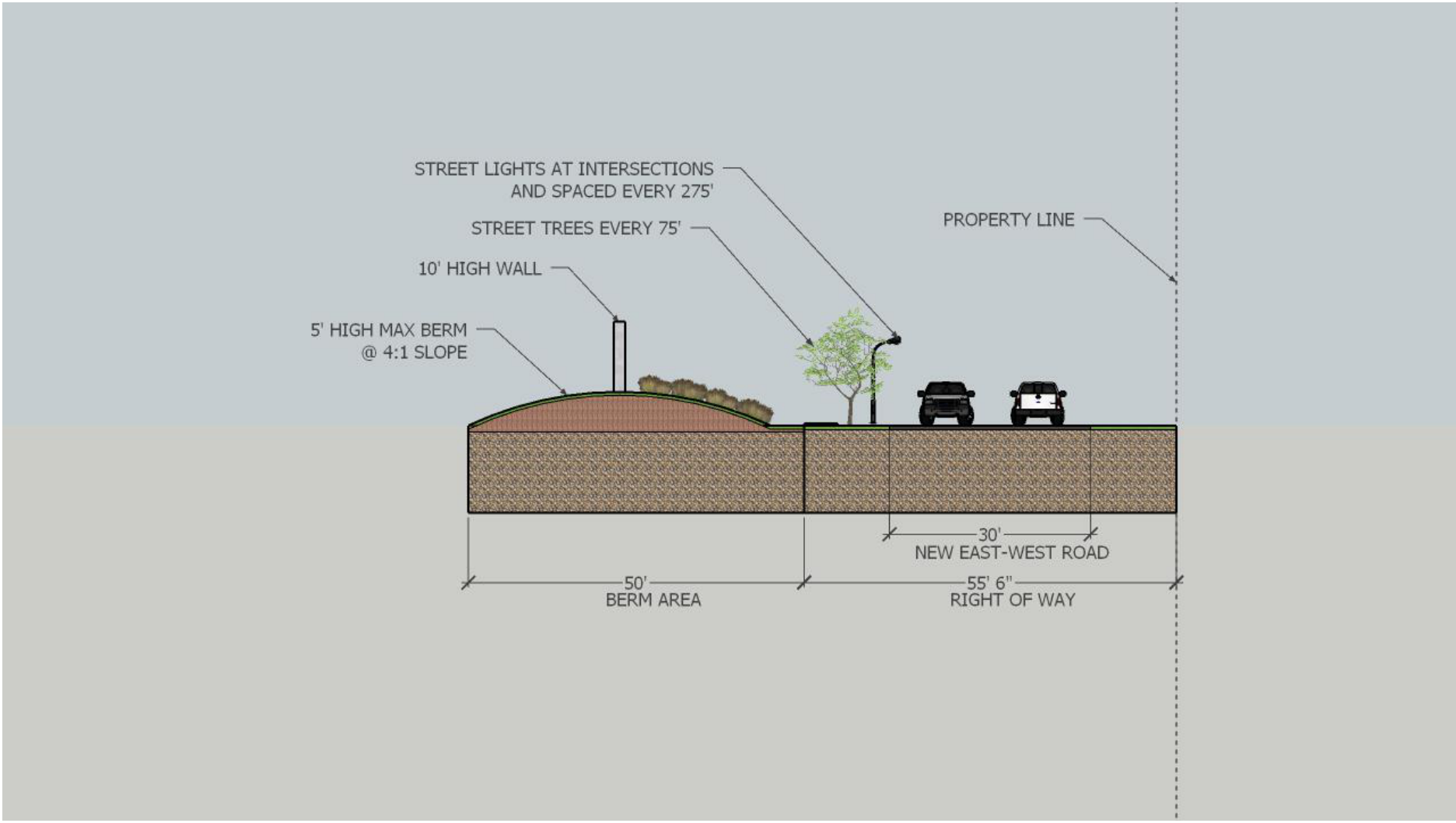
LOVERS LANE AXON



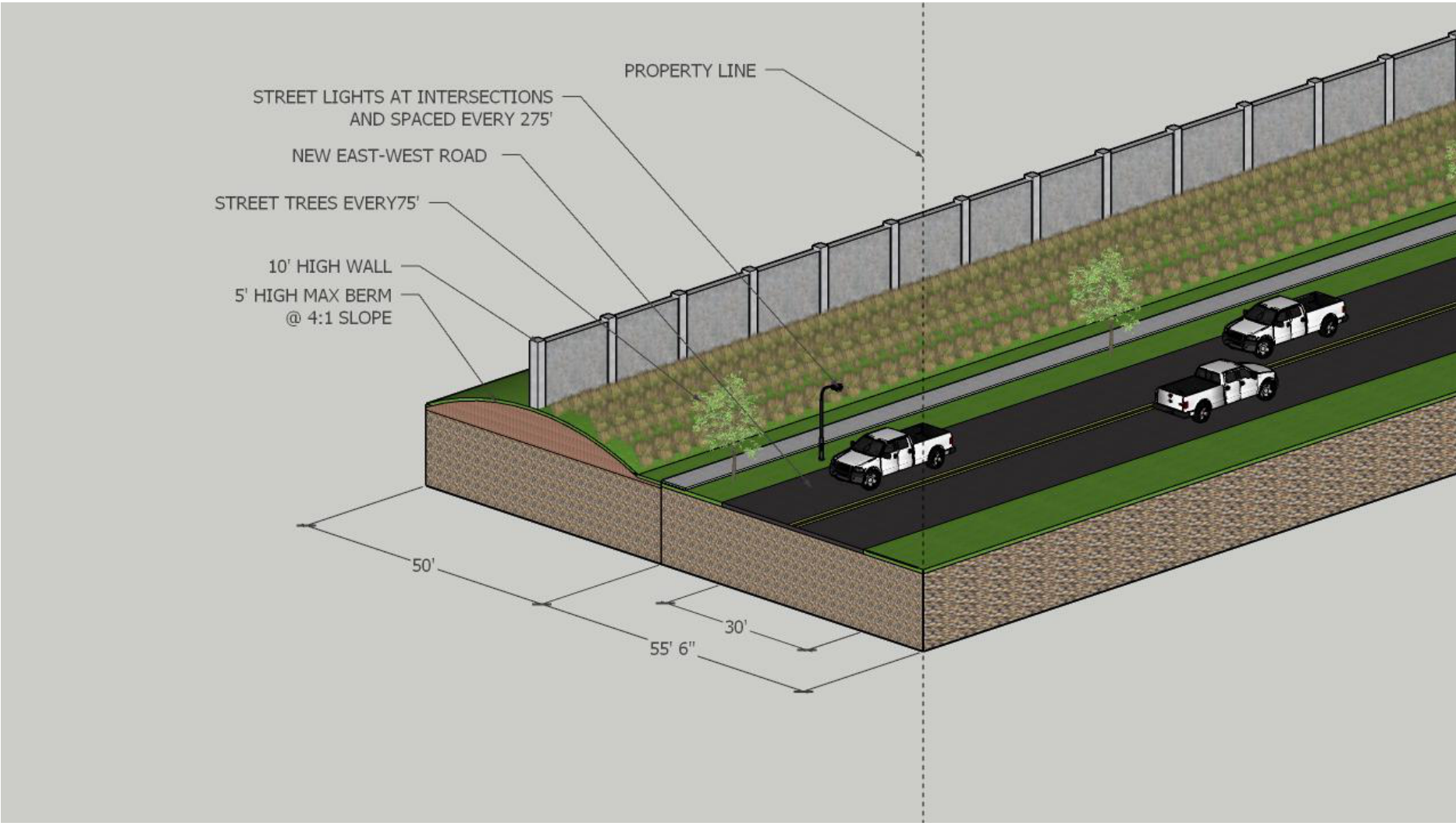
LOVERS LANE PERSPECTIVE



NEW EAST-WEST ROAD PLAN



NEW EAST-WEST ROAD SECTION

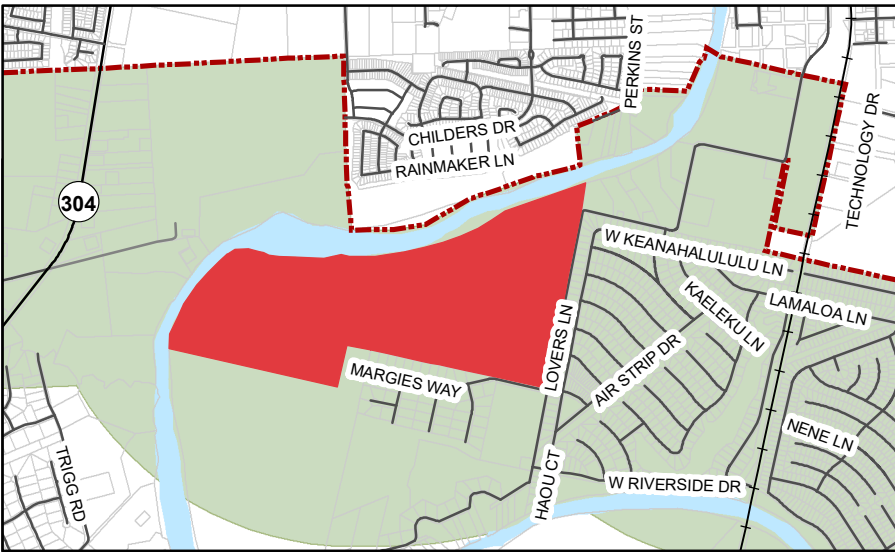


NEW EAST-WEST ROAD AXON



NEW EAST-WEST ROAD PERSPECTIVE

Attachment 1 Location Map



Bastrop Colorado Bend Phase 1

0 310 620 1,240
Feet

1 inch = 1,000 feet

Date: 1/14/2022

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





Carlson, Brigance & Doering, Inc.

Civil Engineering ♦ Surveying

November 1, 2021

Trey Job

Assistant City Manager

City of Bastrop

Re: Bastrop Colorado Bend

Dear Mr. Job,

On behalf of Bastrop Colorado Bend, LLC., Carlson, Brigance & Doering, Inc. is requesting the annexation and zoning of 324 acres into the City of Bastrop for the development of a high-quality, mixed-commercial development project with proposed zoning of Employment Center (EC) as outlined in the Development and Annexation Agreement (Resolution No. 2021-57) between the City of Bastrop and Bastrop Colorado Bend, LLC. The property is located west of Lovers Lane near the Colorado River and represents Phase 1 of the Bastrop Colorado Bend project consisting of a multi-faceted film studio, office and warehouse, recreational facilities and other ancillary uses per the Agreement.

All checklist items for Annexation and Zoning have been included with this submittal to include boundary location, proposed types and uses, thoroughfares, preliminary structures, physical features of the site, points of ingress/egress, landscape plan, and a conceptual drainage plan.

If you have any questions, please feel free to contact my office.

Sincerely,

Charlotte Hodges

Charlotte Hodges

Planning Director, Carlson, Brigance & Doering



**Notice of Pending Zoning Concept Scheme & Comprehensive/Transportation Plan
Amendment
City of Bastrop
Planning & Zoning Commission And City Council**

Dear Property Owner:

The **Planning & Zoning Commission** will conduct a public hearing on **Thursday, January 27, 2022 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, February 22, 2022 at 6:30 p.m.** in the **City Hall Council Chambers** located at **1311 Chestnut Street, Bastrop, Texas** on the following request:

- Public hearing and consider action to approve a Zoning Concept Scheme for Bastrop 552, LLP.

Being 312.591 +/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, to PEC Employment Center, located within the City of Bastrop Extraterritorial Jurisdiction.

- Public hearing and consider action to approve an amendment to the Comprehensive Plan to change the Future Land Use designation from Rural Residential to Industry for Bastrop 552, LLP.
- Public hearing and consider action to approve an amendment to the Transportation Master Plan for the Master Thoroughfare Plan with Bastrop 552, LLP.

Being 546.364 +/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, located within the City of Bastrop Extraterritorial Jurisdiction.

Applicant: William McLean/McLean & Howard
Owner: Bastrop 552, LLC/Alton Butler
Address: West of Lovers Lane
Legal Description: 546.364 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2
– Future Land Use & Transportation Master Plan
312.591 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2
– Zoning Concept Scheme

The applicant letter and location maps are 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 Zoning 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)

- ☐ 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: _____

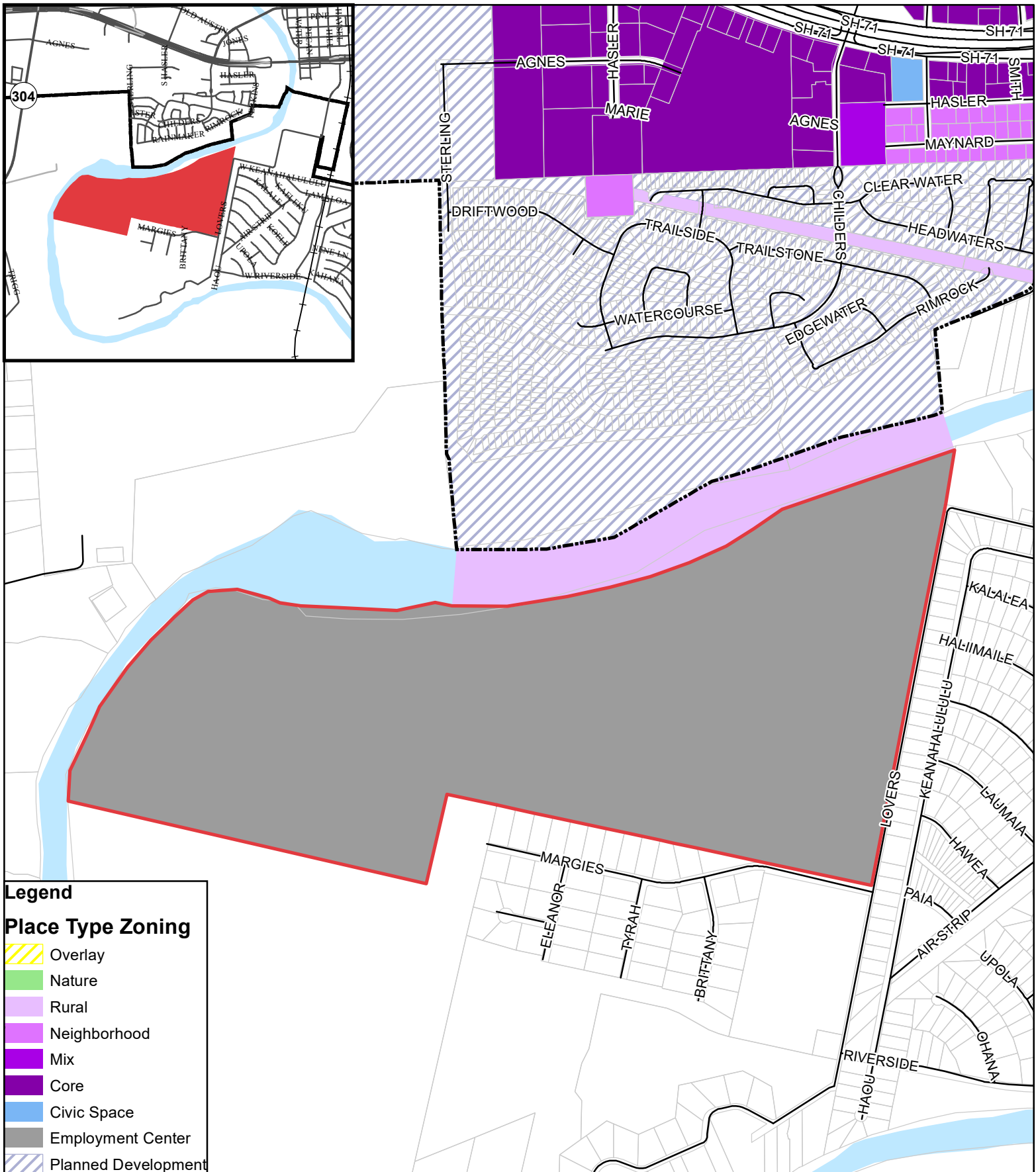
Email (optional): _____

Property Owner's Signature: _____

Comments: (Optional)

Please provide reply to the address below or email: plan@cityofbastrop.org RE: Bastrop 552 ZCS, CPA & TPA

PLANNING & DEVELOPMENT



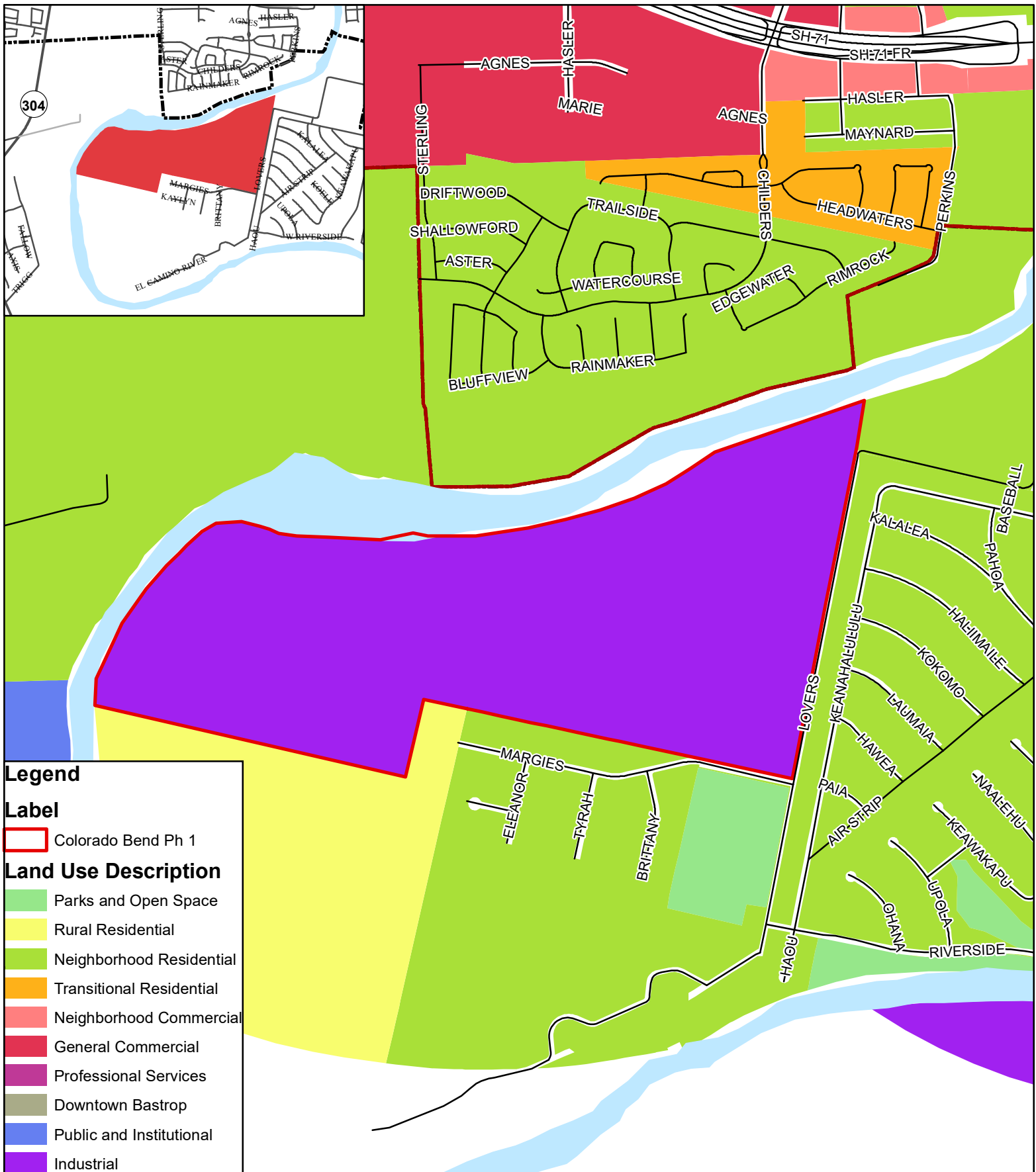
1 inch = 1,000 feet

Proposed Zoning Map Bastrop Colorado Bend



Date: 1/14/2022

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



1 inch = 1,151.41 feet

Proposed Future Land Use Bastrop Colorado Bend

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

Date: 1/14/2022



**Notice of Pending Zoning Concept Scheme & Comprehensive/Transportation Plan
Amendment
City of Bastrop
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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: Kalynn Champagne

Property Address: 1102 Margies Way

Phone (optional): _____

Mailing Address: _____

Email (optional): _____

Property Owner's Signature: Kalynn Champagne

Comments: (Optional)

Please provide reply to the address below or email: plan@cityofbastrop.org RE: Bastrop 552 ZCS, CPA & TPA

PLANNING & DEVELOPMENT

From: Stephen@cityofbastrop.org
Sent: Thursday, January 20, 2022 4:48 PM
To: Planning & Development
Subject: Planning & Zoning Bastrop 552

(You don't often get email from Stephen@cityofbastrop.org. Learn why this is important at <https://support.google.com/mail/answer/2865393>)

WARNING: EXTERNAL EMAIL: This email is from an external source. Do not click links or open attachments without positive vendor verification of purpose. Never enter username, password or sensitive information on linked pages from this email. If you are unsure about the message, please contact the IT Department for assistance.

Received 1-24-2022



**Notice of Pending Zoning Concept Scheme & Comprehensive/Transportation Plan
Amendment
City of Bastrop
Planning & Zoning Commission And City Council**

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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: Chris + Steph Kennedy

Property Address: 264 E Camino River Road

Phone (optional): 512 987 9544

Mailing Address: same

Email (optional): SKennedy10675@gmail.com

Property Owner's Signature: SKennedy

Comments: (Optional)

No objections to Phase 1 only

Please provide reply to the address below or email: plan@cityofbastrop.org RE: Bastrop 552 ZCS, CPA & TPA

PLANNING & DEVELOPMENT

1311 Chestnut Street • PO Box 427 • Bastrop, Texas 78602 • 512.332.8840 • www.cityofbastrop.org



**BASTROP BOARD AND COMMISSION
MEETINGS**

REQUEST TO SPEAK

Meeting Date: Jan. 27, 2022

**PLEASE PRESENT THIS FORM PRIOR TO THE START OF THE MEETING. WHEN
YOU ARE RECOGNIZED BY THE CHAIR TO SPEAK, PLEASE STATE YOUR NAME.**

PLEASE PRINT LEGIBLY

Name: Michele Anderson

Address: 103 Kauai Ct.

Bastrop, Texas 78602

(City) (State) (Zip)

Phone: 512-906-9042

WHEN WOULD YOU LIKE TO SPEAK:

____ **Citizens' Comments** (This item is available for citizens to speak on items not on the agenda. In accordance with the Texas Attorney General's opinion, any public comment that is made on an item that is not on the published agenda will only be heard by the Bastrop City Council. No formal action, discussion, nor comment will be made by the City Council.)

TOPIC:

☒ **Agenda Item No. 3B-3D**

☐ wish to speak IN FAVOR of this item.

☒ **X wish to speak IN OPPOSITION to this item.**

☐ do not wish to speak.

Please record my ____SUPPORT __x__OPPOSITION.

I agree that I will limit my time to three minutes, speak with respect, and refrain from using profane, insulting or threatening language.

"I hereby certify that the information and statements by me are true and accurate. I further swear that the testimony I give before this body will be true and accurate. I understand that by speaking, I may or may not be filmed or recorded for public broadcasting and I give my full permission to do so."

(Signature)

*PLEASE SEE COMMENTS ON NEXT PAGE

Unfortunately, I cannot attend this important meeting in person but wanted state my opposition to approval of the above-referenced agenda items.

1. The newest drawings published in the Statesman and other media outlets do not align with previous drawings we've been provided.
2. Questions made in-person to the City regarding the perimeter road have gone unanswered. The City states this will be a County road and the County has no knowledge of this. Many details regarding this road need to be addressed and clearly conveyed to the citizenry.
3. The City previously stated its plans to annex a portion of the Colorado River at the southern point of the Bastrop 552 development where it meets El Camino. The logical assumption is that a future bridge will be constructed here; however, there is a home at the end of El Camino that will surely require removal. Numerous requests have been made to the City for clarification of its future plans requiring annexation of the river and no reply has been received.
4. Numerous requests for sound surveys have been made and as with other requests, this request has also gone unanswered. We need to understand the true impact of neighboring residents whenever concerts are held and/or when movies are in production. The landscape is unique and sound travels very far up the hills and down the river.
5. If the taxpayers are footing the numerous breaks being given to this development, we deserve to benefit from this project. Current plans prohibit public access. We'd like to see that change. The development should host City/County events for the benefit of the public a set number of times throughout the year.

I truly appreciate your consideration of my concerns.

3D. Items for Individual Consideration

Public hearing and consider action to approve the first reading of Ordinance 2022-07 of the City Council of the City of Bastrop, Texas, approving the Bastrop Colorado Bend Zoning Concept Scheme, changing the zoning for 312.591 acres out of the Stephen F. Austin Survey Abstract 2, from P2 Rural to PEC Employment Center and establishing a plan on 312.591 acres, located west of Lovers Lane, within the city limits of the City of Bastrop, as shown in Exhibit A, providing for findings of fact, adoption, repealer, severability and enforcement, proper notice and meeting; and establishing an effective date and move to the March 8, 2022 Regular Agenda.



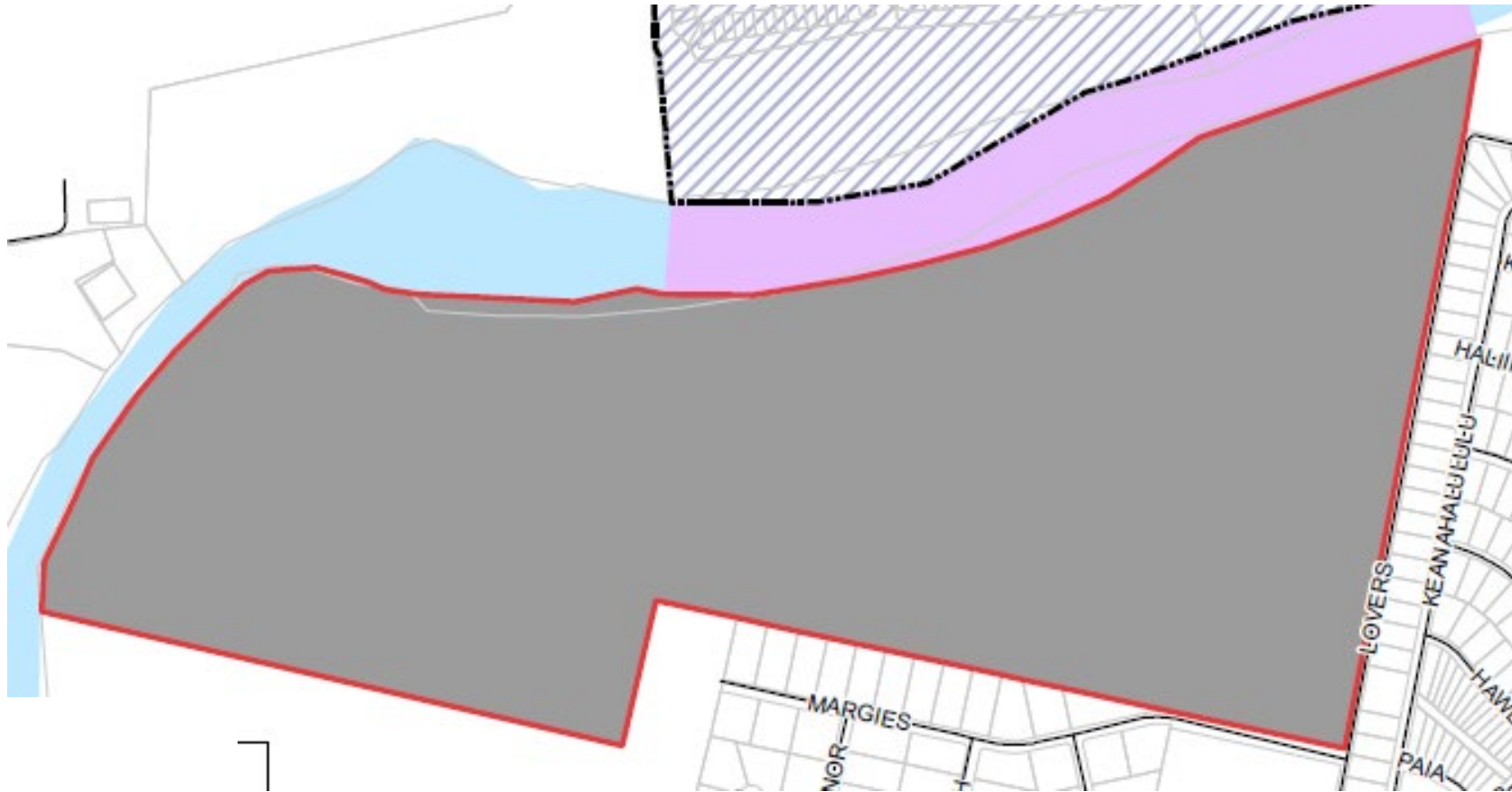
Location Map



Bastrop Colorado Bend Zoning Concept Scheme

- Rezone 312.591 acres
 - P-2 Rural to P-EC Employment Center
- P-EC is a place type that allows for unique industries that require larger tracts, a mix of land uses and are generally a larger employer
- Future Land Use Plan being amended to Industry
 - Currently Rural Residential

Proposed Zoning Place Type

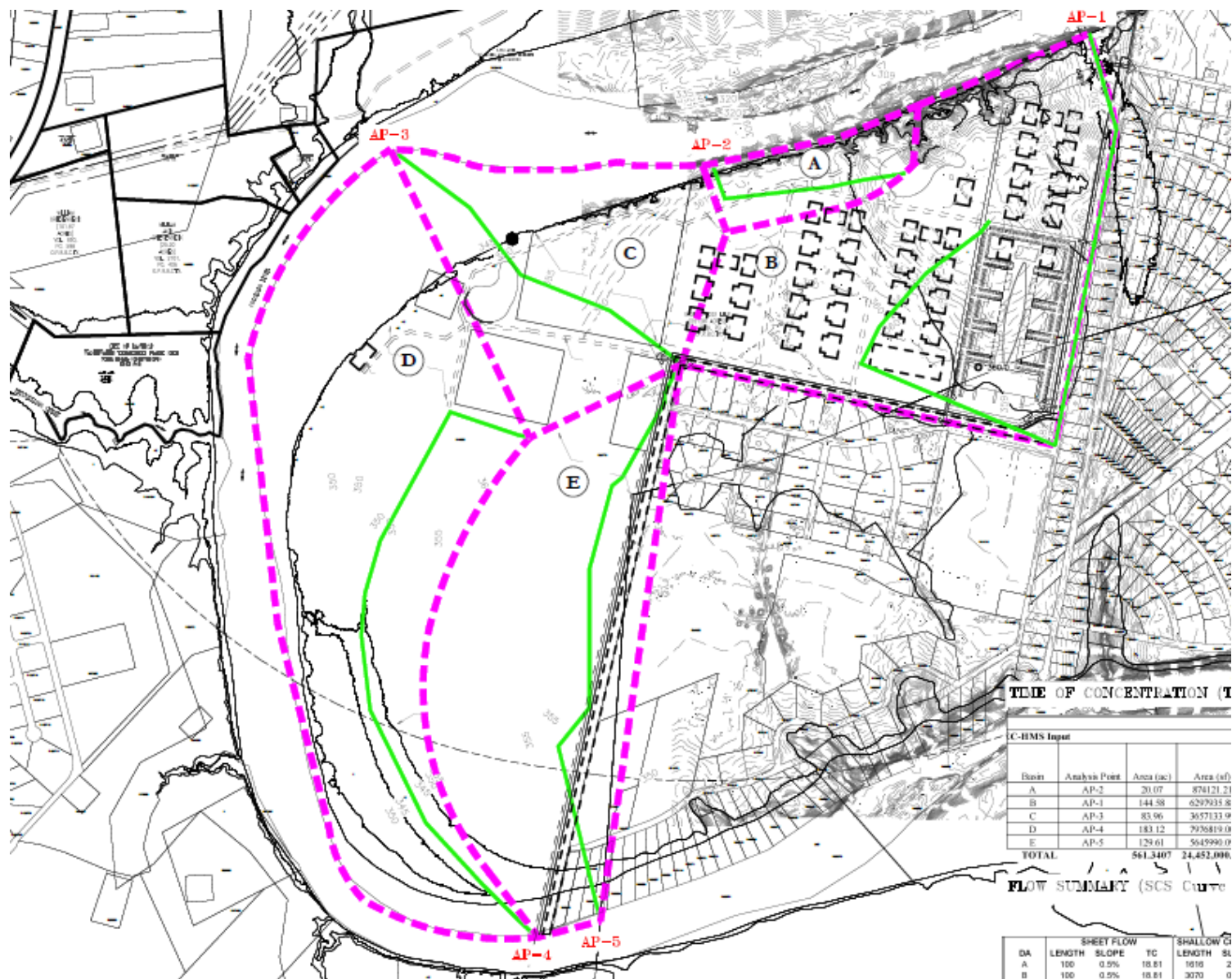


Legend

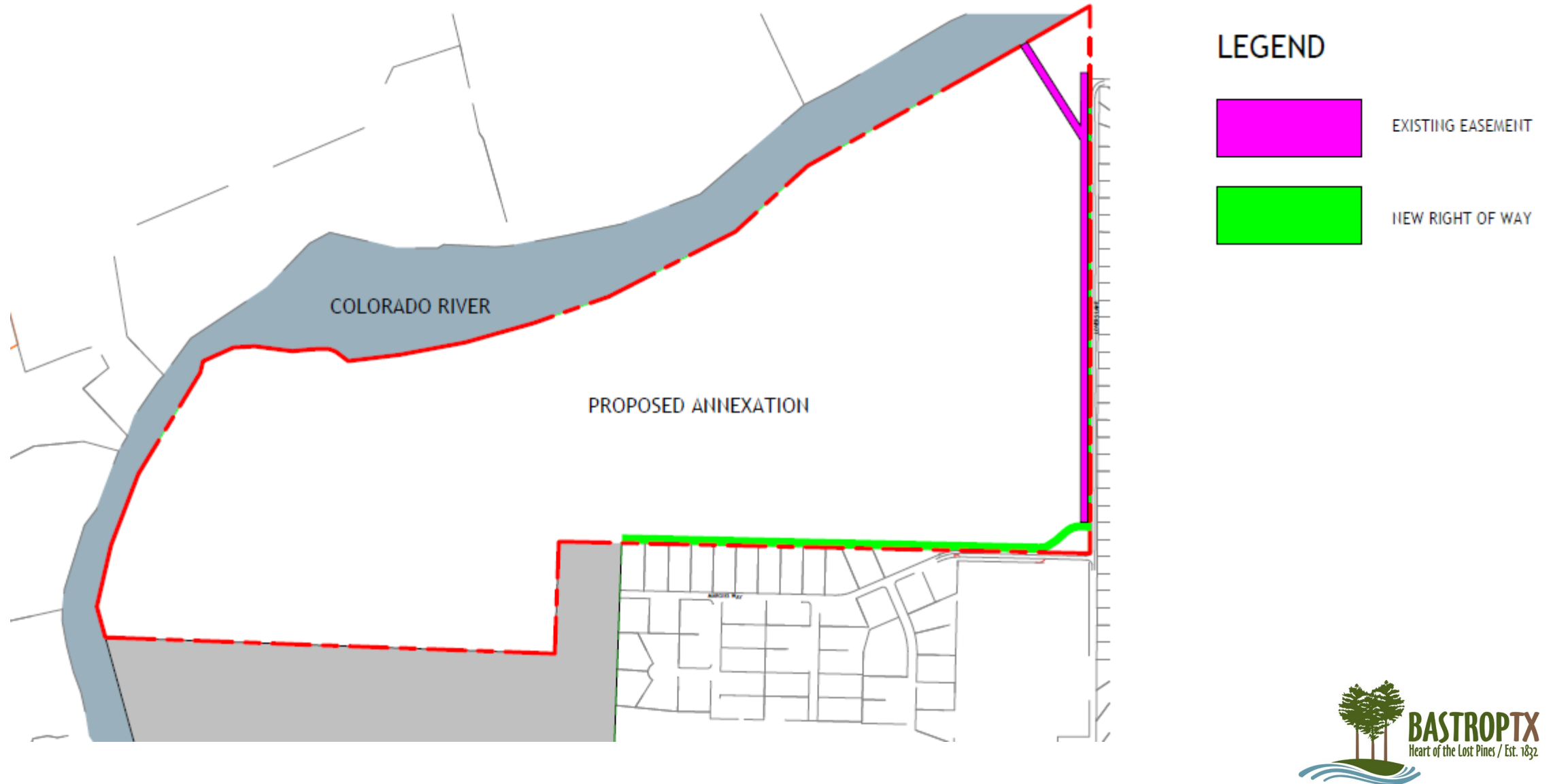
Place Type Zoning

	Overlay
	Nature
	Rural
	Neighborhood
	Mix
	Core
	Civic Space
	Employment Center
	Planned Development

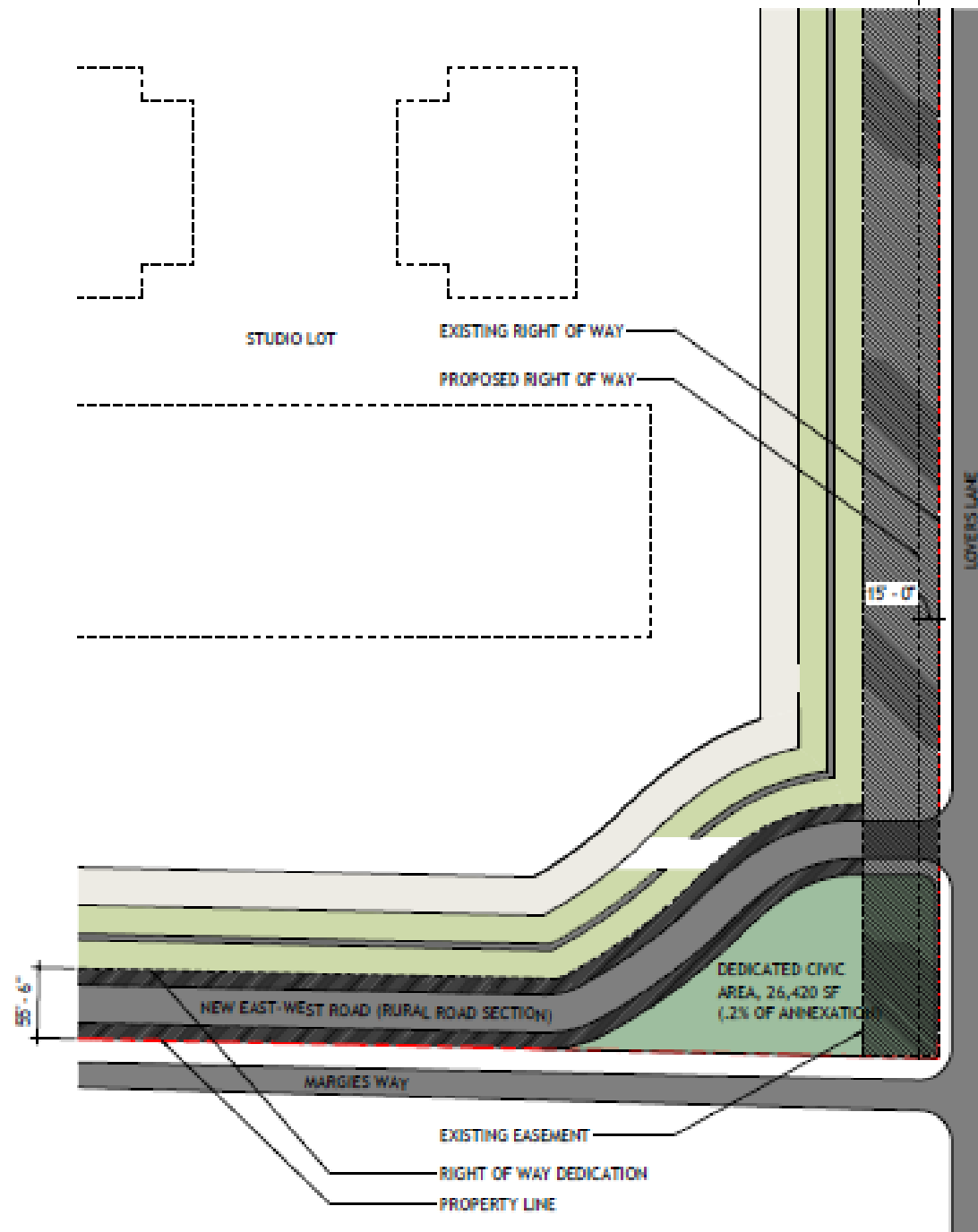
Conceptual Drainage Plan



Proposed Street Connections – Phase 1



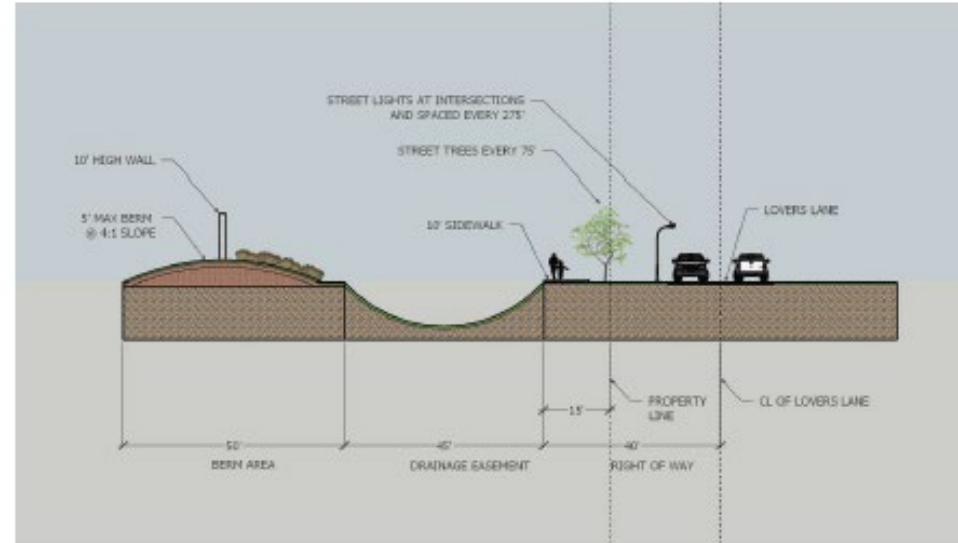
Proposed Street Detail



Proposed Street Detail



LOVERS LANE PLAN



LOVERS LANE SECTION



LOVERS LANE AXON

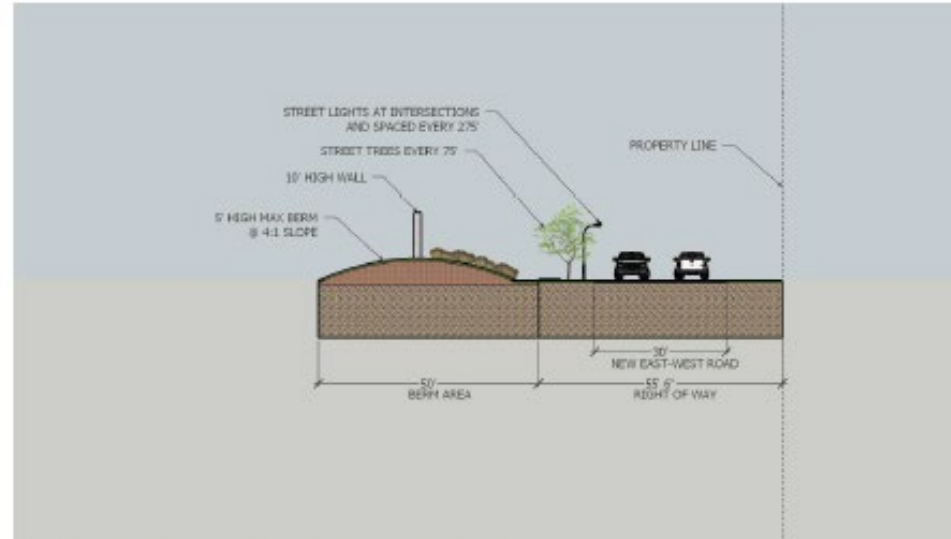


LOVERS LANE PERSPECTIVE

Proposed Street Detail



NEW EAST-WEST ROAD PLAN



NEW EAST-WEST ROAD SECTION

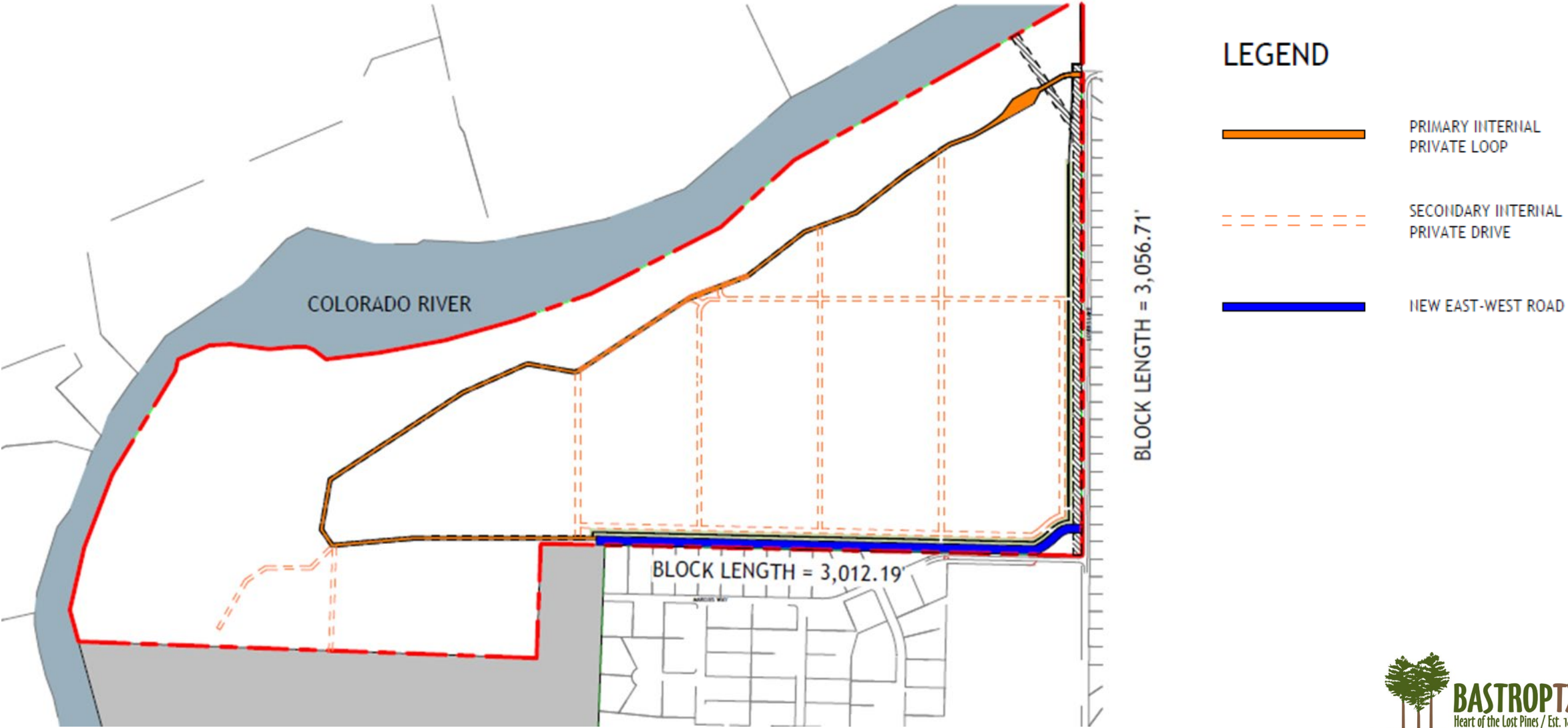


NEW EAST-WEST ROAD AXON

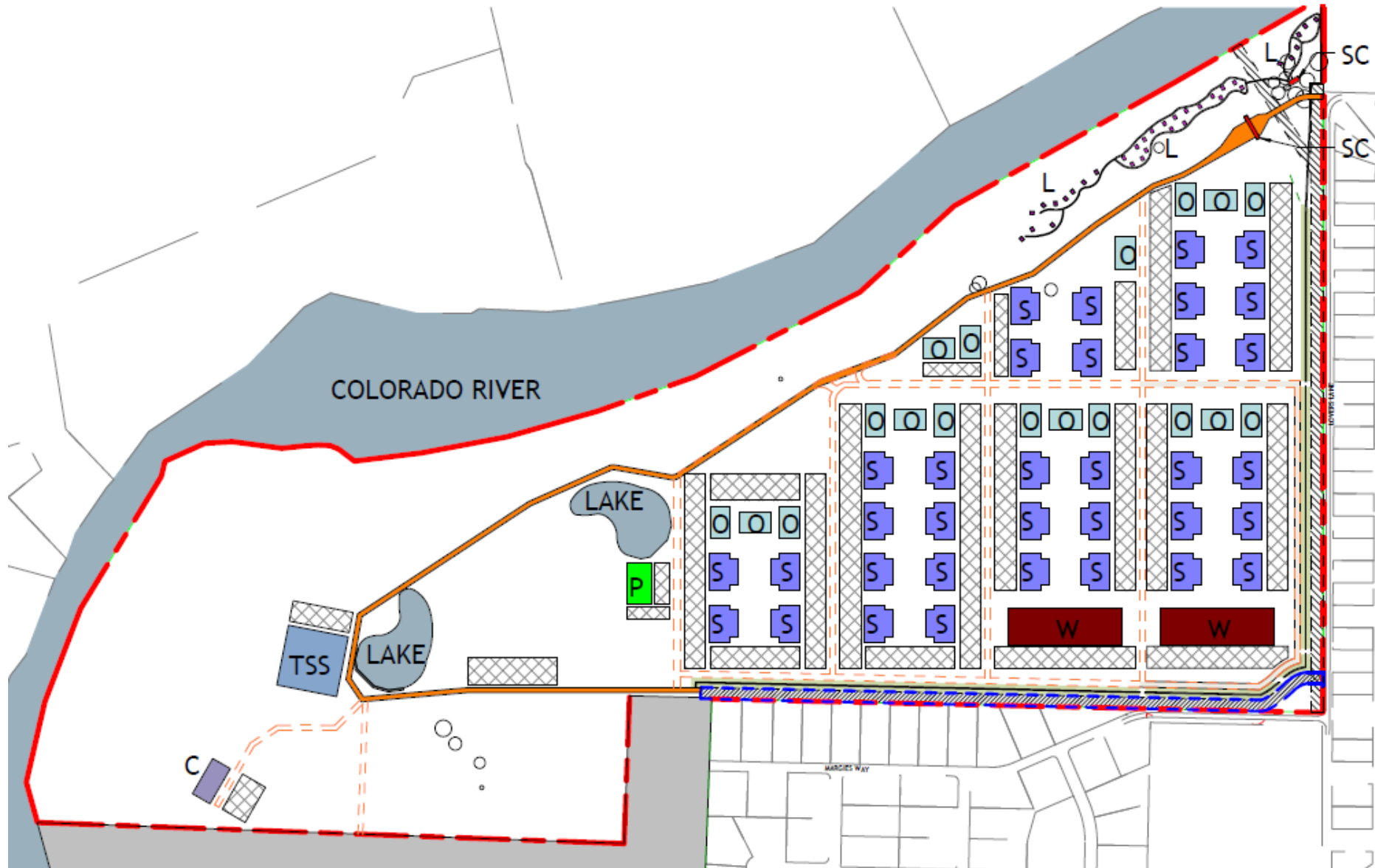


NEW EAST-WEST ROAD PERSPECTIVE

Proposed Internal Private Drives



Proposed Layout



LEGEND

	S - SOUND STAGE (300 SF - 150,000 SF UNITS) (ESTIMATED 5 STORIES, 60' HEIGHT)
	O - OFFICE (300 SF - 150,000 SF UNITS) (ESTIMATED 5 STORIES, 60' HEIGHT)
	W - WAREHOUSE (300 SF - 200,000 SF UNITS) (ESTIMATED 5 STORIES, 60' HEIGHT)
	P - PAVILLION (300 SF - 10,000 SF UNITS) (ESTIMATED 2 STORIES, 35' HEIGHT)
	PK - PARKING
	L - SHORT TERM LODGING (300 SF - 5,000 SF UNITS) (ESTIMATED 2 STORIES, 35' HEIGHT)
	TSS - TEMPORARY SOUND STAGE (300 SF - 25,000 SF UNITS) (ESTIMATED 2 STORIES, 35' HEIGHT)
	C - CLUBHOUSE (300 SF - 25,000 SF UNITS) (ESTIMATED 2 STORIES, 35' HEIGHT)
	SC - SECURITY & WELCOME CENTER (300 SF - 5,000 SF UNITS) (ESTIMATED 2 STORIES, 35' HEIGHT)
	TREE GREATER THAN 26"



Other Requirements

- Street will be built to a City of Bastrop rural cross section with a sidewalk, street trees, and streetlights on one side.
- A Traffic Impact Analysis has been started and improvements will be required during PIP review, as a subdivision review requirement.
- Heritage trees 26" and greater preserved.

Development Standards

- 80% impervious cover
 - Will have require Final Drainage Plans with mitigation
- Max Building Height – 5 stories

Standards Waived in Development Agreement

- No max block lengths or perimeters
- No pedestrian shed requirements
- No Build-to-Line or Lot Frontage requirements
- No parking location restrictions

Public Comment

- Property Owner responses sent to 61 owners in 200-foot area
- As of noon, 3 responses have been received
 - 1 with no objection
 - 2 opposed

Planning & Zoning Commission Report

- The P&Z voted 4-1 to recommend approval.
- A vote of 5 affirmative votes is required for the Commission to make a recommendation to City Council, so no recommendation has been made by P&Z.

Next Steps

- March 8, 2022
 - Second reading of ordinance at City Council meeting
- For 312.591 acres
 - Preliminary Drainage Plan, Preliminary Infrastructure Plan
 - **Preliminary Plat – P&Z Approval**
 - Final Drainage Plan, Public Improvement Plan
 - **Final Plat – P&Z Approval**
 - Site Development Plan(s)
 - Building Permit(s)
- Remainder of 546 acres – Annexation, TMP Amendment, FLU Amendment, Zoning Concept Scheme, etc

Recommendation

Hold public hearing and consider action to approve the first reading of Ordinance 2022-07 as presented.





STAFF REPORT

MEETING DATE: February 22, 2022

AGENDA ITEM: 9I

TITLE:

Consider action to approve Resolution No. R-2022-33 of the City Council of the City of Bastrop, Texas, supports the proposed Washington Park Development located at 1500 Farm Street; the City Manager is authorized to grant a two hundred fifty dollar and no cents (\$250.00) reduction in fees for Washington Park to meet all program criteria; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

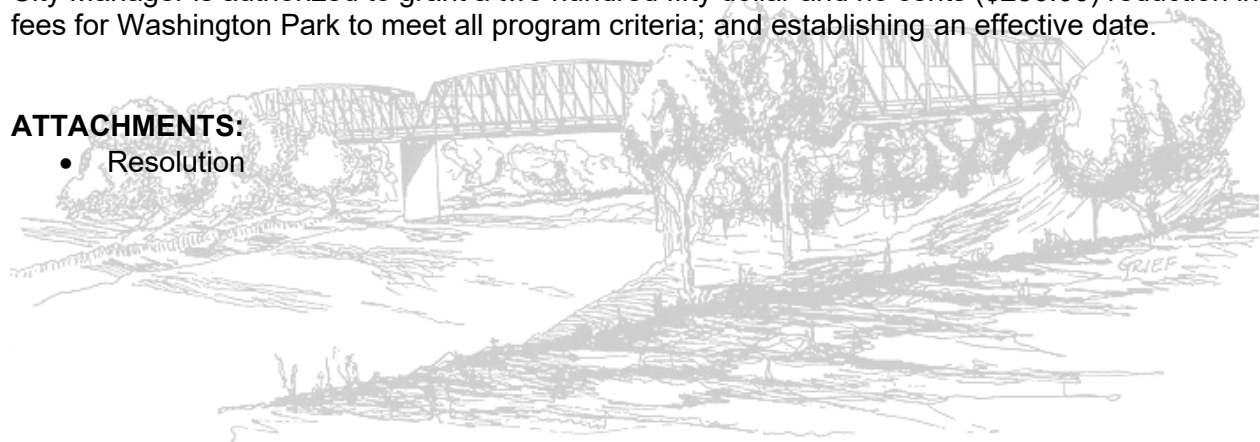
Paul A. Hofmann, City Manager

RECOMMENDATION:

Consider action to approve Resolution No. R-2022-33 of the City Council of the City of Bastrop, Texas, supports the proposed Washington Park Development located at 1500 Farm Street; the City Manager is authorized to grant a two hundred fifty dollar and no cents (\$250.00) reduction in fees for Washington Park to meet all program criteria; and establishing an effective date.

ATTACHMENTS:

- Resolution



RESOLUTION NO. R-2022-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, SUPPORTING THE PROPOSED WASHINGTON PARK DEVELOPMENT LOCATED AT 1500 FARM STREET; THE CITY MANAGER IS AUTHORIZED TO GRANT A TWO HUNDRED FIFTY DOLLAR AND NO CENTS (\$250.00) REDUCTION IN FEES FOR WASHINGTON PARK TO MEET ALL PROGRAM CRITERIA; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Farm Street Village, LP has proposed a development for affordable rental housing at 1500 Farm Street named Washington Park in the City of Bastrop; and

WHEREAS, Farm Street Village, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2022 Competitive 9% Housing Tax Credits for Washington Park; and

WHEREAS, the City of Bastrop confirms it will provide reduced fees in the amount of \$250 for the benefit of the Project.

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

Section 1: As provided for in 10 TAC §11.3(c), it is expressly acknowledged and confirmed that the City of Bastrop has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds.

Section 2: The City of Bastrop, acting through its governing body, hereby confirms that it supports the proposed Washington Park development located at 1500 Farm Street, Bastrop TX 78602 in Bastrop County, TDHCA ID 22325 and that this formal action has been taken to put on record the opinion expressed by the City on February 22, 2022.

Section 3: The City Manager is authorized to grant a Two Hundred Fifty Dollars and No Cents (\$250.00) reduction in fees for Washington Park to meet all program criteria.

Section 4: For and on behalf of the Governing Body, Connie Schroeder, Mayor is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 22nd day of February, 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: February 22, 2022

AGENDA ITEM: 9J

TITLE:

Consider action to approve Resolution No. R-2022-32 of the City Council of the City of Bastrop, Texas removing from office Kathryn Nash as chairperson and member of the Bastrop Economic Development Corporation; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Connie Schroeder, Mayor

RECOMMENDATION:

Consider action to approve Resolution No. R-2022-32 of the City Council of the City of Bastrop, Texas removing from office Kathryn Nash as chairperson and member of the Bastrop Economic Development Corporation; and establishing an effective date.

ATTACHMENTS:

- Resolution



RESOLUTION NO. R-2022-32

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS, REMOVING
FROM OFFICE KATHRYN NASH AS CHAIRPERSON AND MEMBER
OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION**

WHEREAS, the City of Bastrop (City) authorized the creation of the Bastrop Economic Development Corporation (BEDC) in accordance with Texas Local Government Code Chapter 505; and

WHEREAS, the statutory powers of the BEDC are vested in a Board of Directors pursuant to Texas Local Government Code Chapter 501; and

WHEREAS, the City Council of the City of Bastrop (City Council) is the governing body with the statutory authority to appoint and remove the BEDC board members pursuant to Texas Local Government Code Section 501.062, and Bastrop Code of Ordinances article 1.04; and

WHEREAS, the City Council finds this Resolution to be reasonable, necessary, and in the public interest.

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

Section 1: The City Council hereby removes Kathryn Nash from office *effective immediately*, thereby relieving her of all official duties and rendering vacant her seat on the BEDC Board of Directors.

Section 2: The City Council requests that the Mayor nominate a worthy candidate to fill the vacant position and seek the City Council's concurrence in accordance with the Bastrop Code of Ordinances.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 22nd day of February, 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney