

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



June 8, 2021, Executive Session at 5:30 P.M. and 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 June 8, 2021. 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. EXECUTIVE SESSION

- 2A.** City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072, to seek the advice of legal counsel, and to deliberate upon the acquisition of real property interests associated with the construction of Wastewater Treatment Plant #3 at 385 SH 304, Unit B, Bastrop, TX 78602, and its collections systems, including all related agreements, authorizations, easements, resolutions, and associated legal actions.
- 2B.** City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071, for a legal briefing by the City Attorney and to seek the advice of legal counsel regarding pending litigation matters, including recent court proceedings, and the status of ongoing legal disputes including but not limited to land development, personnel, and public safety.

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

4. PLEDGE OF ALLEGIANCE

TEXAS PLEDGE OF ALLEGIANCE

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

5. INVOCATION – Dale Burke, Police Chaplain

6. PRESENTATIONS

6A. Mayor's Report

6B. Council Members' Report

6C. City Manager's Report

7. WORK SESSION/BRIEFINGS

7A. Receive presentation on the new FEMA Flood Insurance Study, Flood Insurance Rate Maps, impact on community, and floodplain administration. (Submitted by: Allison Land, Planner II)

8. STAFF AND BOARD REPORTS

8A. Receive presentation on updated City of Bastrop Council Focus Areas. (Submitted by: Rebecca Gleason, Assistant City Manager)

9. 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 June 8, 2021. 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.

10. 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.

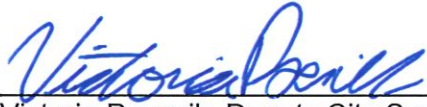
- 10A. Consider action to approve City Council minutes from the May 14, 2021, Pre-Budget Workshop and May 25, 2021, Regular meeting. (Submitted by: Ann Franklin, City Secretary)
- 10B. Consider action to approve Resolution No. R-2021-56 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with West Bastrop Village, LTD for West Bastrop Village MUD Section 1 Phase 1, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager)

11. ITEMS FOR INDIVIDUAL CONSIDERATION

- 11A. Consider and adopt on first and final reading Ordinance No. 2021-04 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.
- 11B. Consider action to approve Resolution No. R-2021-58 of the City Council of the City of Bastrop, Texas, providing an 0.258 acre drainage easement to Bastrop County, as attached as Exhibit A; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager)
- 11C. Consider action to approve the second reading of Ordinance No. 2021-06 (Listed on first reading as Ordinance No. 2021-52), of the City Council of the City of Bastrop, Texas, amending Chapter 12 – Traffic and Vehicles, to adopt article 12.14 Motor-Assisted Scooters, Electric Bicycles and Bicycles equipped with GPS; and providing for findings of fact, adoption, repealer, severability, and enforcement; establishing an effective date. (Submitted by: Clint Nagy, Chief of Police)
- 11D. Consider action to approve the second reading of Ordinance No. 2021-07 (Listed on first reading as Ordinance No. 2021-54), of the City Council of the City of Bastrop, Texas adopting amendments to Chapter 8 – Signs, including, Section 8.1.007 Non-conforming Signs, Section 8.1.009 Signs Requiring a Permit, Section 8.1.011 Sign Permit Requirements, Article 8.2 Master Plans, Article 8.3 On-Premises Sign Types & Standards, and Article 8.4 Temporary Signs, and Chapter 10 – Section 10.1.002 Definitions of the Bastrop Building Block B3 Code, as attached in Exhibit A; and providing for findings of fact, adoption, repealer, severability, and enforcement; and establishing an effective date. (Submitted by: Jennifer Bills, Assistant Director of Planning)
- 11E. Hold a public hearing and consider action to approve Resolution No. R-2021-57 of the City Council of the City of Bastrop, Texas, approving a Development Agreement between the City of Bastrop a Home Rule City and Bastrop 552, LLP, for 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, 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: Trey Job, Assistant City Manager)

12. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Thursday, June 3, 2021 at 5:00 p.m. and remained posted for at least two hours after said meeting was convened.



Victoria Psencik, Deputy City Secretary





STAFF REPORT

MEETING DATE: June 8, 2021

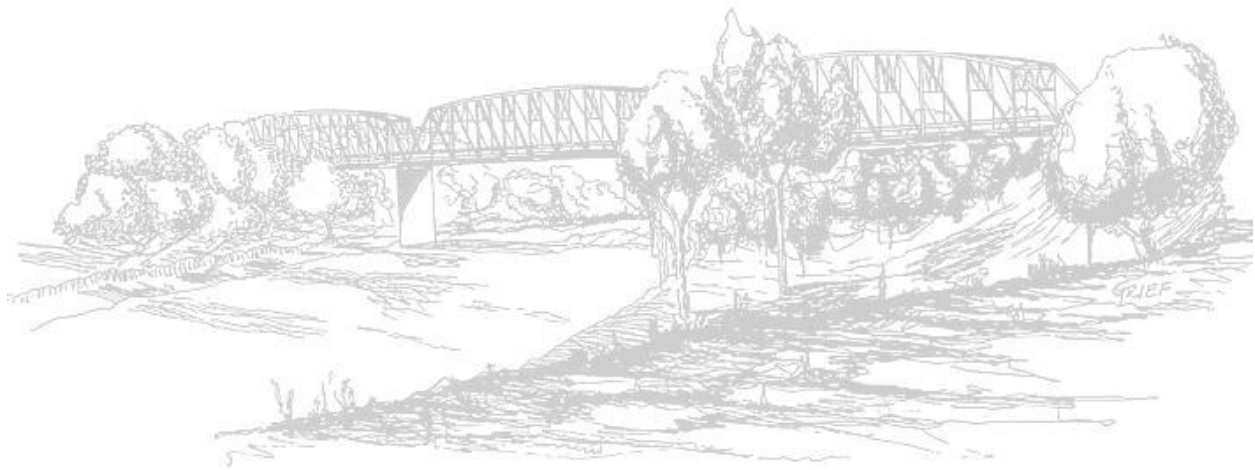
AGENDA ITEM: 2A

TITLE:

City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072, to seek the advice of legal counsel, and to deliberate upon the acquisition of real property interests associated with the construction of Wastewater Treatment Plant #3 at 385 SH 304, Unit B, Bastrop, TX 78602, and its collections systems, including all related agreements, authorizations, easements, resolutions, and associated legal actions.

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, City Manager





STAFF REPORT

MEETING DATE: June 8, 2021

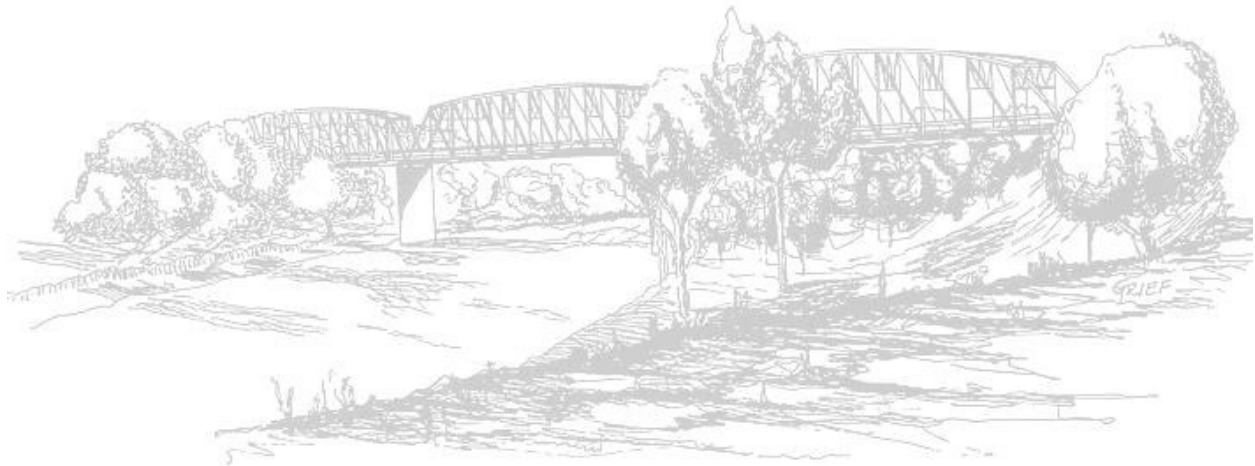
AGENDA ITEM: 2B

TITLE:

City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071, for a legal briefing by the City Attorney and to seek the advice of legal counsel regarding pending litigation matters, including recent court proceedings, and the status of ongoing legal disputes including but not limited to land development, personnel, and public safety.

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, City Manager





STAFF REPORT

MEETING DATE: June 8, 2021

AGENDA ITEM: 3

TITLE:

Take any necessary or appropriate action on matters posted for consideration in closed/executive session.

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, City Manager





STAFF REPORT

MEETING DATE: June 8, 2021

AGENDA ITEM: 6A

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.

ATTACHMENTS:

- Power Point Presentation

Mayor's Report
June 8, 2021





Latest Activities

May 25 – June 2

Events in 2021: 178



Registration is open!



BHS - JNROTC



Chamber Luncheon
BISD Teacher's of the Year



Basin RV Resort



Upcoming Events & City Meetings

- June 9 – Heart of Bastrop Filming (TNT Theatre)
- June 17 – Heart of Bastrop Filming (Corvette Invasion)
- June 19 – Juneteenth Event
- June 21
 - TML Legislative Wrap Up
 - BEDC Board Meeting
- June 22 – City Council Meeting





STAFF REPORT

MEETING DATE: June 8, 2021

AGENDA ITEM: 6B

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;
- (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: June 8, 2021

AGENDA ITEM: 6C

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;
- (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: June 8, 2021

AGENDA ITEM: 7A

TITLE:

Receive presentation on the new FEMA Flood Insurance Study, Flood Insurance Rate Maps, impact on community, and floodplain administration.

AGENDA ITEM SUBMITTED BY:

Allison Land, Senior Planner

BACKGROUND/HISTORY:

FEMA has issued a Preliminary Flood Insurance Study (FIS) and Preliminary Flood Insurance Rate Maps (FIRMs). The presentation will show the areas of change. The City is required to administer regulations in flood-prone areas to participate in the National Flood Insurance Program (NFIP) and receive federal disaster assistance.

Administration includes reviewing and issuing permits for development within the floodplain. These permits apply to individual building permits and subdivision plats. Subdivisions are subject to the Stormwater Drainage Manual, which does not allow development in the 1% annual chance special hazard flood area (SFHA) without obtaining a Letter of Map Revision (LOMR) through FEMA. FEMA has revised the name of the 100-year floodplain to the 1% annual chance SFHA to reduce inaccurate assumptions. Individual structures are subject to the Code of Ordinances Chapter 3.17 Flood Damage Prevention. Chapter 3 requires things such as elevating the floor of a residential structure two feet above the base flood elevation (as set on the FIRMs), elevating or floodproofing non-residential structures, and ensuring that structures are secured against floatation, lateral movement, and other flood impacts.

The Community Rating System (CRS) program allows insurance carriers to provide better flood insurance premiums to the community. There is a ranking system dependent on types of floodplain management practices used. To provide the best insurance options to the community, the City intends to participate in this program in addition to the NFIP. Program requirements will be evaluated to see what credits are available for the City's existing ordinances, plans, studies, outreach, as well as options for improving the ranking. Options will be brought before City Council.

The City is coordinating with the County to hold open houses to foster communication with engineers and surveyors, residents, and real estate agents. There will also be future agenda items for any feedback from the City to FEMA and adoption of the FIS and FIRMs.

Resources:

- Floodplain Administration website ([link](#))
- FEMA Changes in Flood Map Viewer ([link](#))

FISCAL IMPACT:

None



STAFF REPORT

MEETING DATE: June 8, 2021

AGENDA ITEM: 8A

TITLE:

Receive presentation on Updated City of Bastrop Council Focus Areas

AGENDA ITEM SUBMITTED BY:

Rebecca Gleason, Assistant City Manager for Community Engagement

BACKGROUND/HISTORY:

The Assistant City Manager for Community Engagement will be providing the City Council the revised Council Focus areas as redefined at the May 14th Pre-Budget Planning Session.

City Staff also received feedback on the City's Quarterly Report. The Communication & Special Event Team that produces the Quarterly Report is working through those items and Council will be seeing those changes to upcoming Quarterly Reports. Some changes can be implemented immediately, and some changes will require working with the MyGov Development Team to have those reports programmed into the system. Once the team works through the list of changes and has an idea of implementation timelines, the implementation schedule will be communicated with Council.

ATTACHMENTS:

- Memo of Revisions
- Updated City of Bastrop Council Focus Areas

TO: Paul A. Hofmann, City Manager
From: Rebecca Gleason, Assistant City Manager
Date: June 3, 2021
Subject: Nine Focus Areas for June 8, 2021



=====

At the May 14th Pre-Budget Planning Session, the City Council provided the Assistant City Manager for Community Engagement updates to the definitions of Council's Nine Focus Areas. Below please find record of those changes.

1. **Communication:** Support and enhance open 2-way communication between the City and its residents and businesses.
2. **Community Safety:** Keep citizens, businesses, and visitors safe.
3. **Economic Vitality:** Create sustainability by leveraging tourism, infrastructure renewal and investment; enhancing public/private partnerships; efficient planning and development processes; and fostering an inclusive and diverse environment that encourages entrepreneurial ventures.
4. **Fiscal Responsibility:** Prepare and manage budget; fiduciary responsibility.
5. **Manage Growth:** Plan for and manage growth, development, and redevelopment to maintain Bastrop's unique feel and character.
6. **Multi-Modal Mobility:** Improved mobility for all modes of transportation; manage traffic congestion.
7. **Organizational Excellence:** Organize governance; progressive operational efficiency through continuous employee and user training; employee and citizen volunteer recognition.
8. **Uniquely Bastrop:** Maintain and enhance our historic community feel by leveraging the unique combination of community, parks, cultural and recreational assets that make Bastrop a special place to live and work.
9. **Unique Environment:** Continue beautification and natural areas, green spaces, parks, and the river, and landscaping.

Bastrop City Council

FOCUS AREAS

Communication

Support and enhance open two-way communication between the City and its residents and businesses.

Community Safety

Keep citizens, businesses, and visitors safe.

Economic Vitality

Create sustainability by leveraging tourism, infrastructure renewal, and investment; enhancing public/private partnerships; efficient planning and development processes; and fostering an inclusive and diverse environment that encourages entrepreneurial ventures.

Fiscal Responsibility

Prepare and manage budget; fiduciary responsibility.

Manage Growth

Plan for and manage growth, development, and redevelopment to maintain Bastrop's unique feel and character.

Multi-Modal Mobility

Improved mobility for all modes of transportation; manage traffic congestion.

Organizational Excellence

Organize governance and progressive operational efficiency through continuous employee and user training as well as employee and citizen volunteer recognition.

Uniquely Bastrop

Maintain and enhance our historic community feel by leveraging the unique combination of community, parks, cultural and recreational assets that make Bastrop a special place to live and work.

Unique Environment

Continue beautification of natural areas, green spaces, and the river.



STAFF REPORT

MEETING DATE: June 8, 2021

AGENDA ITEM: 9

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 June 8, 2021. 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: June 8, 2021

AGENDA ITEM: 10A

TITLE:

Consider action to approve City Council minutes from the May 14, 2021, Pre-Budget Workshop and May 25, 2021, Regular meeting.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

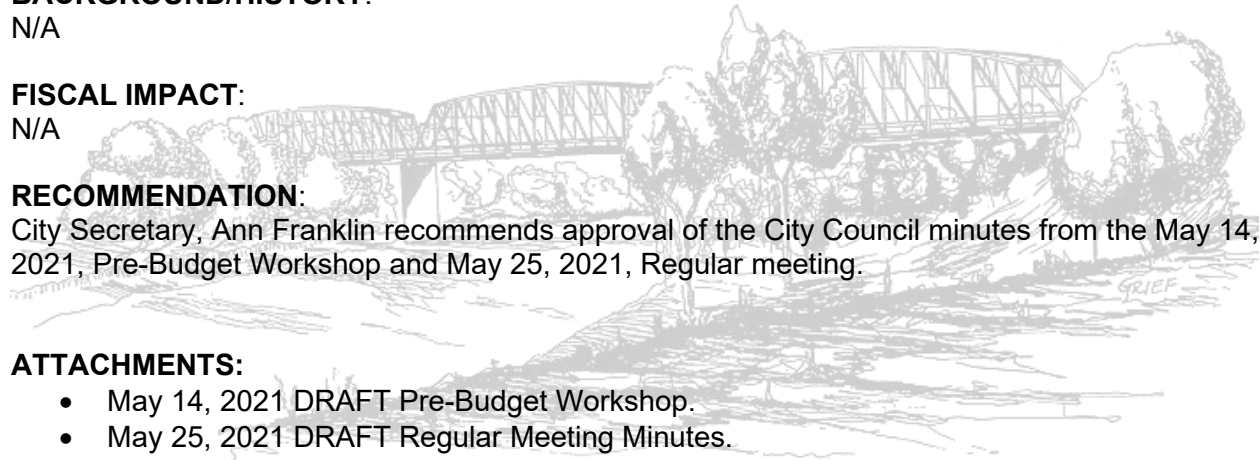
N/A

RECOMMENDATION:

City Secretary, Ann Franklin recommends approval of the City Council minutes from the May 14, 2021, Pre-Budget Workshop and May 25, 2021, Regular meeting.

ATTACHMENTS:

- May 14, 2021 DRAFT Pre-Budget Workshop.
- May 25, 2021 DRAFT Regular Meeting Minutes.



**MINUTES OF SPECIAL PRE-BUDGET WORKSHOP MEETING
BASTROP CITY COUNCIL**

May 14, 2021

The Bastrop City Council met in a Special Pre-Budget Workshop Meeting on Friday, May 14, 2021, at 8:30 a.m. at the Bastrop Convention Center, located at 1408 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Jackson, Crouch, Rogers and Peterson. Officers present were City Manager Paul Hofmann, City Secretary Ann Franklin, and City Attorney, Alan Bojorquez. Staff Present Assistant City Manager, Trey Job; Assistant City Manager, Rebecca Gleason; and Chief Financial Officer, Tracy Waldron.

CALL TO ORDER

At 8:31 a.m. Mayor Schroeder called the meeting to order with a quorum being present.

CITIZEN COMMENTS – NONE

WELCOME

City Manager Paul Hofmann gave welcoming comments.

Mayor Schroeder recessed the workshop at 10:13 a.m.

Mayor Schroeder called the workshop back to order at 10:30 a.m.

WORK SESSION

Discuss status of:

- Comprehensive Plan implementation;
- Council Focus Areas;

Mayor Schroeder recessed the workshop for lunch at 11:52 a.m.

Mayor Schroeder called the workshop back to order at 12:39 p.m.

Discuss status of (Continued):

- Draft Capital Plan;

Mayor Schroeder recessed the workshop at 2:33 p.m.

Mayor Schroeder called the workshop back to order at 2:45 p.m.

Discuss status of (Continued):

- Fiscal Forecasts; and
- Potential Projects for FY 2022.

ADJOURNMENT

Adjourned at 4:54 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin

The Minutes were approved on June 8, 2021, by Council Member XX motion, Council Member XX second. The motion was approved on a 5-0 vote.

MAY 25, 2021

The Bastrop City Council met in a regular meeting on Tuesday, May 25, 2021, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Jackson, Crouch, Peterson, and Rogers. 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 6:30 p.m. with a quorum present. Council Member Peterson was absent.

PLEDGE OF ALLEGIANCE

Bastrop Independent School District ROTC, led the Pledge of Allegiance.

INVOCATION

Cliff Sparks, Police Chaplain, gave the invocation.

PRESENTATIONS

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

WORK SESSION/BRIEFINGS – NONE**ITEMS FOR INDIVIDUAL CONSIDERATION**

- 9C. Consider action to approve Resolution No. R-2021-51 of the City Council of the City of Bastrop, Texas, authorizing proceeding with issuance of certificates of obligation and further directing the publication of notice of intention to issue City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2021. (Submitted by: Tracy Waldron, Chief Financial Officer)

Presentation was made by Dan Wegmiller, Specialized Public Finance.

A motion was made by Council Member Rogers to approve Resolution No. R-2021-51, seconded by Mayor Pro Tem Nelson, motion was approved on a 4-0 vote. Council Member Peterson was absent.

STAFF AND BOARD REPORTS

- 6A. Receive presentation on the unaudited Monthly Financial Report for the period ending April 30, 2021. (Submitted by: Tracy Waldron, Chief Financial Officer)
Presentation was made by Tracy Waldron, Chief Financial Officer.
- 6B. Receive presentation on the new Safety Manual. (Submitted by: Tanya Cantrell, Director of Human Resource)
Presentation was made by Tanya Cantrell, Director of Human Resource.

CITIZEN COMMENTS - NONE**APPROVAL OF MINUTES**

- 8A. Consider action to approve City Council minutes from the May 11, 2021 Regular meeting. (Submitted by: Ann Franklin, City Secretary)
A motion was made by Mayor Pro Tem Nelson to approve the minutes from the May 11, 2021 Regular meeting, seconded by Council Member Jackson, motion was approved on a 4-0 vote. Council Member Peterson was absent.

ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

- 9A. Consider and adopt on first and final reading Ordinance No. 2021-04 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health, or safety.
Mayor Schroeder did not approve any Emergency Orders since the last Council meeting.

- 9B. Hold public hearing and consider action to approve the first reading of Ordinance No. 2021-54 of the City Council of the City of Bastrop, Texas adopting amendments to Chapter 8 – Signs, including, Section 8.1.007 Non-conforming Signs, Section 8.1.009 Signs Requiring a Permit, Section 8.1.011 Sign Permit Requirements, Article 8.2 Master Plans, Article 8.3 On-Premises Sign Types & Standards, and Article 8.4 Temporary Signs, and Chapter 10 – Section 10.1.002 Definitions of the Bastrop Building Block B3 Code, as attached in Exhibit A; and providing for findings of fact, adoption, repealer, severability, and enforcement; and establishing an effecting date, and move to include on the June 8, 2021 Consent Agenda. (Submitted by: Jennifer Bills, Assistant Director of Planning)
Presentation was made by Jennifer Bills, Assistant Director of Planning.

Public hearing opened.

Public hearing closed.

A motion was made by Council Member Rogers to approve the first reading of Ordinance No. 2021-54 to include on the June 8, 2021, Items for Individual Consideration Agenda, seconded by Council Member Jackson, motion was approved on a 4-0 vote. Council Member Peterson was absent.

- 9D. Consider action to approve Resolution No. R-2021-53 of the City Council of the City of Bastrop, Texas, approving reappointment of Caroline A. McClimon, JD as Associate Judge, Bastrop Municipal Court, City of Bastrop; naming the appointed Judge to a term of two (2) years; authorizing the City Manager to execute a contract; attached as Exhibit A; providing for a repealing clause; and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
Presentation was made by Tracy Waldron, Chief Financial Officer.

A motion was made by Council Member Rogers to approve Resolution No. R-2021-53, seconded by Council Member Jackson, motion was approved on a 4-0 vote. Council Member Peterson was absent.

- 9F. Consider action to approve Resolution No. R-2021-55 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Sarah Rooney to Place 3 on the Parks Board/Public Tree Advisory Board, as required in Section 3.08 of the City's Charter, and establishing an effective date. (Submitted by: Paul A. Hofmann, City Manager)

A motion was made by Council Member Crouch to approve Resolution No. R-2021-55, seconded by Council Member Jackson, motion was approved on a 4-0 vote. Council Member Peterson was absent.

- 9E. Consider action to approve the first reading of Ordinance No. 2021-52, of the City Council of the City of Bastrop, Texas, amending Chapter 12 – Traffic and Vehicles, to adopt article 12.14 Motor-Assisted Scooters, Electric Bicycles and Bicycles equipped with GPS; and providing for findings of fact, adoption, repealer, severability, and enforcement; establishing an effective date; proper notice and meeting, and move to include on the June 8, 2021, consent agenda for a second reading. (Submitted by: Clint Nagy, Chief of Police)

Presentation was made by Clint Nagy, Chief of Police.

A motion was made by Mayor Pro Tem Nelson to approve the first reading of Ordinance No. 2021-52 to include on the June 8, 2021, Items for Individual Consideration Agenda, seconded by Council Member Crouch, motion was approved on a 4-0 vote. Council Member Peterson was absent.

Adjourned at 8:46 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin

The Minutes were approved on May 25, 2021, by Council Member **Name('s) motion, Council Member **Name('s)** second. The motion was approved on a **0-0** vote.**



STAFF REPORT

MEETING DATE: June 8, 2021

AGENDA ITEM: 10B

TITLE:

Consider action to approve Resolution No. R-2021-56 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with West Bastrop Village, LTD for West Bastrop Village MUD Section 1 Phase 1, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Trey Job, Assistant City Manager for Community Development

BACKGROUND/HISTORY:

The Public Improvement Plan Agreement was developed as part of the City of Bastrop's Development Manual. This standardized agreement is a tool that can be used by staff. It allows a developer to establish the infrastructure costs, inspections fees and begin construction of public street and utility infrastructure. The agreement also establishes the process to record the final plat with a fiscal guaranty for the approved section of the subdivision prior to the completion of all public improvements. The cost estimates and scope of work included in the Agreement were approved with the Public Improvement Plans approved by the City Engineer.

POLICY EXPLANATION:

Texas Local Government Code 212.010 Standards for Approval of Plat requires that a new subdivision should extend roads and utilities in conformance to the city requirements and bonds be submitted in accordance with the municipal policy for the approval of subdivision plats.

Section 1.4.003 Public improvement Plan Agreement (PIPA) establishes the requirements for approval of the PIPA.

FUNDING SOURCE:

N/A

RECOMMENDATION:

The Planning Director recommends City Council consider action to approve Resolution No. R-2021-56 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Plan Agreement with West Bastrop Village, LTD for West Bastrop Village MUD Section 1 Phase 1, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No. R-2021-56
- West Bastrop Village MUD Section 1 Phase 1Public Improvement Plan Agreement

RESOLUTION NO. R-2021-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH WEST BASTROP VILLAGE, LTD FOR WEST BASTROP VILLAGE MUD SECTION 1 PHASE 1, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has adopted the Bastrop Building Block (B³) Code and related codes that provide a process for the standards and construction of public improvements that support the development created during the subdivision process; and

WHEREAS, the Development Manual includes the requirement for a developer to provide a Public Improvement Plan Agreement to ensure the installation of the public improvements; and

WHEREAS, the “Developer” known as Hunt Communities Bastrop, LLC has an approved Preliminary Plat and Public Improvement Plan for the construction of a single-family subdivision; and

WHEREAS, The City Council also understands the importance of the required public improvements and the value they bring in regard to the public safety of neighborhoods.

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

Section 1: That the City Manager will execute the Public Improvement Plan Agreement attached as Exhibit A.

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

Section 3: That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 8th day of June, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CITY OF BASTROP, TEXAS
Public Improvement Plan Agreement
West Bastrop Village MUD, Section 1 Phase 1

The State of Texas

County of Bastrop

WHEREAS, **WEST BASTROP VILLAGE, LTD.**, hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following lots and blocks in **West Bastrop Village MUD, Section 1 Phase 1**, a development in the City of Bastrop ETJ, Texas: being Blocks A-J AND 97 lots; and

WHEREAS, the said Developer has requested the City of Bastrop, a Home Rule Municipality of Bastrop County, Texas, hereinafter referred to as, "City", to provide approvals and cooperative arrangements in connection with said improvements:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through MYRA GOEPP, its duly authorized officer, and the City, acting herein by and through PAUL A. HOFMANN, its City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of sanitary sewer facilities (MUD Facility -Provided to MUD), streets and associated drainage (Bastrop County – Included), drainage/detention (MUD Facility -Provided to MUD), street lights and street signs (Bastrop County), and park/trail improvements (MUD Facility -Provided to MUD); summary of applicable infrastructure (development) amounts; assurance payments to the City; payment of inspection fees; and miscellaneous provisions relating to the acceptable completion of said construction according to the plans for West Bastrop Village MUD, Section 1 Phase 1 approved by the City on May ___, 2021.

Public Improvement Plan Agreement – West Bastrop Village MUD *Section 1 Phase 1*

1.00 Assurance of Infrastructure Construction

1.10 Employment of Contractors

In accordance with this agreement, the Developer agrees to employ a general contractor or contractors in accordance with the conditions set forth in Section 4.00 for work for which the Developer is providing as stated herein and indicated in the Summary of Infrastructure (Development) Assurance Amounts, Section 2.30 on page 4 of this agreement.

1.11 Public Infrastructure Construction and Acceptance Process

- a) The Developer and the City agree that a pre-construction meeting will not be held and notice to proceed issued until the payment of the Public Improvement Inspection fees are paid to the City and a copy of the approved plan set provided to the City Construction Manager. The Public Improvement Inspection fees will be two percent (2%) of the total infrastructure costs (water, wastewater, streets, sidewalks, and drainage),
- b) Upon completion of the Infrastructure, the Developer must furnish the City with the following prior to acceptance and release of fiscal guarantee (if provided):
 - 1. As-Built/Record Drawings of Public Improvement Plans in pdf format and in CAD/GIS format;
 - 2. The Developer agrees to require the contractor(s) to furnish the City and County with a two (2) year maintenance bond in the name of the City and County, subject to City approval, for twenty percent (20%) of the contract price of the public streets, sidewalk, and drainage improvements. The maintenance bond(s) shall be submitted and

Public Improvement Plan Agreement – West Bastrop Village MUD Section 1 Phase 1

approved prior to the final acceptance of the improvements;

3. Letter of Concurrence from the Design Engineer.

c) Once these items are provided, the City will provide a Letter of Acceptance from the City Engineer.

d) In order to record the Final Plat, the Developer must complete one of the following:

1. Have received a Letter of Acceptance from the City Engineer and MUD Engineer; or
2. Provide fiscal guarantee for 125% of the outstanding Infrastructure (Development) Improvement Costs, with Engineer's Estimate of Probable Costs. This guarantee will not be released until acceptance of the Infrastructure by the City Engineer.

1.12 Payment of Miscellaneous Construction Costs

It is further agreed and understood that additional costs may be required of the Developer to cover such additional work, materials and/or other costs as may be made necessary by conditions encountered during construction and within the scope of this project.

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) improvement costs are the full responsibility of the Developer unless otherwise noted. The following improvement costs have been developed using the Developer's plans and specifications and recommendations by the City in accordance with the construction guidelines set forth by the City:

Public Improvement Plan Agreement – West Bastrop Village MUD Section 1 Phase 1

2.10 Sanitary Sewer Improvements (MUD Facility - Provided to MUD)

The distribution of costs between the City and MUD for all sanitary sewer are as follows:

	Full Project Cost	Assurance Amount	City Participation
Water Facilities	\$579,048.00	\$723,810.00	\$0.00
Sanitary Sewer Facilities	\$319,969.00	\$399,961.25	\$0.00
Total Construction Cost	\$899,017.00	\$1,123,771.25	\$0.00

2.20 Drainage Improvements (Bastrop County - Public or MUD Facility - Provided to MUD)

The distribution of costs between the City and MUD for drainage improvements are as follows:

	Full Project Cost	Assurance Amount	City Participation
Storm Drainage Facilities	\$518,894.00	648,617.5	\$0.00

2.30 Street Improvements (Bastrop County - Public)

The distribution of costs between the City and the Developer for all street improvements are as follows:

	Full Project Cost	Assurance Amount	City Participation
Streets & Sidewalks	\$1,005,233.75	1,256,542.19	\$0.00
Erosion Control Items	\$58,281.00	72,851.25	\$0.00
Total Construction Cost	\$1,063,514.75	1,329,393.44	\$0.00

Public Improvement Plan Agreement – West Bastrop Village MUD Section 1 Phase 1

2.40 Summary of Infrastructure (Development) Assurance Amounts

	Final Assurance Amount
Utility Facilities	\$1,123,771.25
Storm Drainage Facilities	\$ 648,617.50
Streets, Sidewalks & Erosion Control Improvements	\$ 1,329,393.44
Total Development Assurance Amounts	\$3,101,782.19

INSPECTION FEES TO BE PAID PRIOR TO PRE-CONSTRUCTION MEETING:

Percentage Final of Construction Improvement

		Construction Cost Amount	Inspection Fee
Streets, Sidewalks & Erosion Control Improvements	3.5%	\$1,063,514.75	\$35,183.18
Water	3.5%	\$579,048.00	\$20,266.68
Wastewater	3.5%	\$319,969.00	11,198.92
Drainage	3.5%	\$518,894.00	\$18,161.29

Payment to the City

The final construction amount is **\$2,481,425.75**, and the Public Improvement Inspection fee amount is **\$86,849.90**.

RECOMMENDED:

Tony Buonodono, P. E.
City Engineer

Date

Public Improvement Plan Agreement – West Bastrop Village MUD Section 1 Phase 1

PIPA	West Bastrop Village Section 1 Phase 1			
Coverage	125%			
Inspection	3.50%			
		Full Project Costs	Assurance Amounts	Inspection fee
	Water Facilities	\$ 579,048.00	\$ 723,810.00	\$ 20,266.68
	Sanitary Sewer Facilities	\$ 319,969.00	\$ 399,961.25	\$ 11,198.92
		\$ 899,017.00	\$ 1,123,771.25	\$ 31,465.60
	Storm Drainage Facilities	\$ 518,894.00	\$ 648,617.50	\$ 18,161.29
				\$ -
	Streets & Sidewalks	\$ 1,005,233.75	\$ 1,256,542.19	\$ 35,183.18
	Erosion Control Items	\$ 58,281.00	\$ 72,851.25	\$ 2,039.84
	Total Construction Cost	\$ 1,063,514.75	\$ 1,329,393.44	\$ 37,223.02
	Grand Total	\$ 2,481,425.75	\$ 3,101,782.19	\$ 86,849.90

Public Improvement Plan Agreement – West Bastrop Village MUD *Section 1 Phase 1*

3.00 Miscellaneous Improvements

3.10 Drainage Operation and Maintenance Plan (West Bastrop Village MUD)

N/A

3.10 Sidewalks (West Bastrop MUD)

The Developer shall be responsible for installing sidewalks along rights-of-way on open space lots and other lots that will not contain single family residential units or commercial lots within West Bastrop Village MUD *Section 1 Phase 1* as shown on the approved Public Improvement Plans. All sidewalks shall be in compliance with the County's Master Transportation Plan, and conform to the City of Bastrop Standard Construction Details.

3.20 Screening Wall, Landscaping, and Irrigation (MUD Facility)

N/A

3.30 Street Lights (MUD/HOA Facility)

The Developer is responsible for the initial installation and maintenance of all street lights. The MUD or HOA will be responsible or obligated to maintain and/or replace any standard or non-standard street light poles.

3.40 Street Name and Regulatory Signs (Bastrop County)

Street name and regulatory signs shall be installed by the Developer at the Developer's expense at locations specified by the City's Director of Public Works per the signage regulations in compliance with the Planned Development Agreement and the Bastrop County Sign Standards and Details. The signs shall conform to The State of Texas Manual on Uniform Traffic Control Devices and County requirements, including but not limited to, exact placement, sign height and block numbers. The City

Public Improvement Plan Agreement – West Bastrop Village MUD Section 1 Phase 1

and County shall not be responsible or obligated to maintain and/or replace any non-standard sign poles, street name signs, or regulatory signs. Installation shall be completed prior to the acceptance of the subdivision.

RECOMMENDED:

Curtis Hancock
Public Works Director

Date

3.50 Land Dedication

N/A

3.60 Impact Fees (City of Bastrop)

Wastewater Impact Fees will be paid in accordance with the Wholesale Wastewater Agreement between the City, West Bastrop Village Municipal Utility District of Bastrop County and West Bastrop Village, Ltd.

4.00 Miscellaneous Provisions

4.10 Bonds

The developer will provide the City with proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

4.20 Public Liability

The Developer shall further require the contractor(s) to secure Public Liability Insurance. The amount of Insurance required shall include Public Liability, Bodily Injury and Property Damage of not less than \$100,000 one person, \$300,000 one accident and \$100,000 property damage. The minimum requirements for automobile

Public Improvement Plan Agreement – West Bastrop Village MUD *Section 1 Phase 1*

liability, bodily injury and property damage shall also include not less than \$100,000 one person, \$300,000 one accident, and \$100,000 property damage. Notwithstanding the foregoing, Commercial General Liability Insurance in excess of such amounts satisfies this provision.

The Contractor shall provide Worker's Compensation Insurance in accordance with the most recent Texas Workers' Compensation Commission's rules.

4.30 General Indemnity Provisions

The Developer shall cause the contractor to waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, invitees, or other person, arising out of or in connection with the Agreement, or on or about the property, and Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all such claims and demands. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for any damage to any property arising out of or in connection with

Public Improvement Plan Agreement – West Bastrop Village MUD *Section 1 Phase 1*

this Agreement or any and all activity or use pursuant to the Agreement, or on or about the property. This indemnity shall apply whether the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the intentional acts or negligence of developer or any of its officers, officials, agents, consultants, employees or invitees, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The City shall be responsible only for the City's sole negligence. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.31 Indemnity Against Design Defects

Approval of the City Engineer or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that

Public Improvement Plan Agreement – West Bastrop Village MUD Section 1 Phase 1

approval by the City Engineer or other City employee, official, consultant, or officer signifies the City's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall release and hold harmless the City, its officials, officers, agents, servants and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.32 Approval of Plans

The Developer and City agree that the approval of plans and specifications by the City shall not be construed as representing or implying that improvements built in accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be designed or built in a good and workmanlike manner.

Public Improvement Plan Agreement – West Bastrop Village MUD *Section 1 Phase 1*

Neither the City or County, nor its elected officials, officers, employees, contractors and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, for any loss or damage arising from the non-compliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

4.33 Venue

Venue of any action brought hereunder shall be in the City of Bastrop, Bastrop County, Texas.

4.40 Dedication of Infrastructure Improvements

Upon final acceptance of West Bastrop Village Section 1 Phase 1, the public streets, and associated drainage, and sidewalks shall become the property of the County, upon acceptance by the Bastrop County Commissioners Court.

4.60 Assignment

This agreement, any part hereof, or any interest herein shall not be assigned by the Developer without written consent of the City Manager, said consent shall not be unreasonably withheld, and it is further agreed that such written consent will not be granted for the assignment, transfer, pledge and/or conveyance of any refunds due or to become due to the Developer except that such assignment, transfer, pledge and/or conveyance shall be for the full amount of the total of all such refunds due or to become due hereunder nor shall assignment release assignor or assignee from any

Public Improvement Plan Agreement – West Bastrop Village MUD Section 1 Phase 1

and all Development assurances and responsibilities set forth herein.

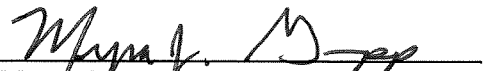
4.70 Conflicts

In the event of a conflict between this agreement and that certain Consent/Planned Development Agreement and the Wholesale Water and Wholesale Wastewater Agreements between the **City of Bastrop** and West Bastrop Village, LTD effective **Date, 2021** (the "Consent/Development Agreement"), the Consent/Development Agreements shall control. Nothing in this agreement shall be construed as amending the Consent/Development Agreements.

IN TESTIMONY WHEREOF, the City of Bastrop has caused this instrument to be executed in duplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in duplicate, at the City of Bastrop, Texas this the ____ day of _____, **2021**.

West Bastrop Village Section 1 Phase 1

City of Bastrop, Texas



Myra Goepfert
West Bastrop Village, Ltd.

Paul A. Hofmann
City Manager

ATTEST:

Ann Franklin
City Secretary

Date

APPROVED AS TO FORM AND LEGALITY:

Public Improvement Plan Agreement – West Bastrop Village MUD *Section 1 Phase 1*

Alan Bojorquez
City Attorney

Date

Distribution of Originals:

Developer
City Secretary
Planning and Development Department



STAFF REPORT

MEETING DATE: June 8, 2021

AGENDA ITEM: 11A

TITLE:

Consider and adopt on first and final reading Ordinance No. 2021-04 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, City Manager

BACKGROUND/HISTORY

A declaration of local disaster and public health emergency includes the ability to take measures to reduce the possibility of exposure to disease, control the risk, prevent the spread of the disease, and promote the health and safety of individuals in the City of Bastrop; and

FISCAL IMPACT:

N/A

RECOMMENDATION:

Recommend adopting on first and final reading Ordinance No. 2021-04 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.

ATTACHMENTS:

- Ordinance No. 2021-04

EMERGENCY ORDINANCE 2021-04

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONFIRMING AND RATIFYING THE EMERGENCY ORDERS ISSUED BY THE MAYOR AS THE EMERGENCY MANAGEMENT DIRECTOR, AS DESCRIBED IN EXHIBIT A; PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, ENFORCEMENT, AND PENALTY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the novel coronavirus (COVID-19) has been recognized globally as a contagious respiratory virus; and

WHEREAS, on March 13, 2020, Texas Governor Greg Abbott declared a State of Disaster for all counties in Texas, and the President of the United States of America declared a national emergency in relation to COVID-19; and

WHEREAS, on March 16, 2020, the Mayor issued a Declaration of Local Disaster to allow the City of Bastrop to take measures to reduce the possibility of exposure to COVID-19 and promote the health and safety of Bastrop residents; and

WHEREAS, Section 418.108 of the Texas Government Code provides that a declaration of local disaster activates the City's Emergency Management Plan; and

WHEREAS, in furtherance of the declaration of local disaster, the Mayor issued certain orders pursuant to Chapter 418 of the Texas Government Code; and

WHEREAS, Section 3.15(b) of the Bastrop City Charter allows the City Council to adopt an emergency ordinance relating to the immediate preservation of the public peace, health or safety, and such emergency ordinances shall take effect immediately upon adoption and execution without a second consideration; and

WHEREAS, Section 54.001 of the Texas Local Government Code generally provides the maximum penalties for violations of municipal ordinances, rules, or police regulations; and

WHEREAS, Section 418.173 of the Texas Government Code provides that a local emergency management plan may provide that failure to comply with the plan or with a rule, order, or ordinance adopted under the plan is an offense punishable by a fine not to exceed \$1,000 or confinement in jail for a term not to exceed 180 days; and

WHEREAS, the City Council of the City of Bastrop, Texas, finds it reasonable and necessary for the protection of the health and safety of the residents of the City of Bastrop to confirm and ratify the orders issued by the Mayor pursuant to Chapter 418 of the Texas Government Code, as described in **Exhibit A**; and

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

SECTION 1. FINDINGS OF FACT: The foregoing recitals are incorporated into this Emergency Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. CONFIRMATION & RATIFICATION: The City Council of the City of Bastrop, Texas, in accordance with the authority vested in the governing body of the City of Bastrop, Texas, by Section 418.108 of the Texas Government Code, hereby confirms and ratifies the emergency orders issued by the Mayor in furtherance of the declaration of local disaster, as described in **Exhibit A**.

SECTION 3. PUBLIC NOTICE: The City Secretary is hereby directed to give prompt and general publicity to this Emergency Ordinance.

SECTION 4. CONFLICTS: In the case of any conflict between other provisions of this Emergency Ordinance and any existing Ordinance of the City, the provisions of this Emergency Ordinance will control.

SECTION 5. SEVERABILITY: If any provision of this Emergency 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 Emergency Ordinance that can be given effect without the invalid provision.

SECTION 6. ENFORCEMENT: The City shall have the power to administer and enforce the provisions of this Emergency Ordinance as may be required by governing law. Any person violating any provision of this Emergency Ordinance violates Section 1.08.011 of the Bastrop City Code. In accordance with Section 418.173 of the Texas Government Code, a violation is a misdemeanor punishable by a fine not to exceed \$1,000 or confinement in jail for a term not to exceed 180 days. Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 7. EFFECTIVE DATE: In accordance with Section 3.15(b) of the Bastrop City Charter, this Emergency Ordinance shall be *effective immediately* upon passage.

SECTION 8. OPEN MEETING: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ, ACKNOWLEDGED & APPROVED on the First & Final Reading on this, the 8th day of June 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A



STAFF REPORT

MEETING DATE: June 8, 2021

AGENDA ITEM: 11B

TITLE:

Consider action to approve Resolution No. R-2021-58 of the City Council of the City of Bastrop, Texas providing an 0.258 Acre drainage easement to Bastrop County, as attached as Exhibit A; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Trey Job, Assistant City Manager for Community Development

BACKGROUND/HISTORY:

Bastrop County is requesting that the City of Bastrop provide a drainage easement for drainage improvements along Lovers Lane. The easement will allow the County to make drainage improvements that will benefit Pine Forrest unit 3.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Assistant City Manager Job recommend approval of Resolution No. R-2021-58 granting a drainage easement to Bastrop County

ATTACHMENTS:

- Resolution
- Drainage Easement

RESOLUTION NO. R-2021-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, PROVIDING AN 0.258 ACRE DRAINAGE EASEMENT TO BASTROP COUNTY, AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City, and the County seek to promote orderly, safe and reasonable development of land within the City Limits and Extraterritorial Jurisdiction ("ET J"); and

WHEREAS, the City, and the County recognize a mutual need to provide for storm water improvements in order to accommodate aforementioned interests and prevent development that threatens public health, safety, property and general welfare by increasing major flood peaks and volumes.; and

WHEREAS, Bastrop County has requested a drainage easement to provide drainage improvement that will benefit the general public; and

WHEREAS, The City Council of the City of Bastrop agrees that approving this drainage easement will promote proper storm water controls within the City of Bastrop Extra Territorial Jurisdiction (ETJ) for the public's benefit.

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

Section 1: The City Council approves providing a drainage easement to Bastrop county specifically to provide drainage improvement within the Extra Territorial Jurisdiction (ETJ)

Section 2: The City Council of the City of Bastrop has found this drainage in the best interest of the Bastrop County residents.

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

Section 4: That this Resolution shall take effect immediately upon its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 8th day of June, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

**DRAINAGE EASEMENT
BASTROP COUNTY, TEXAS**

THE STATE OF TEXAS §
 § **KNOW** ALL BE THESE PRESENTS
COUNTY OF BASTROP §

That City of Bastrop, as GRANTOR herein, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to Granter in hand paid by the County of Bastrop, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed and for which no lien, express or implied, is retained, have this day GRANTED, SOLD and CONVEYED unto the County of Bastrop, Texas and whose address is 804 Pecan Street, Bastrop, Texas 78602, it successors and assigns (hereinafter "GRANTEE"), an easement ("EASEMENT") for certain drainage improvements ("IMPROVEMENTS") as hereinafter described, in, under, upon and across the following described land, to-wit

All that certain tract, piece or parcel of land, lying and being situated in the County of Bastrop, State of Texas, described in EXHIBIT "A" attached hereto and made a part hereof for all purposed, to which reference is hereby made for a more particular description of said property ("the Easement Tract")

TO HAVE AND TO HOLD the same perpetually to the County of Bastrop and its successors and assigns, together with the right and privilege at any and all times to enter said Easement Tract, or any part thereof, for purposes related to the use of the IMPROVEMENTS. GRANTOR reserves the right to use the Easement Tract for any use that does not materially interfere with GRANTEE's use of the Easement Tract for the purpose set forth herein.

This Easement Tract shall be kept clear of buildings, fences or plantings that would obstruct the flow of water and other obstructions to the operations and maintenance of the IMPROVEMENTS, except that GRANTOR may, at no cost to GRANTEE, construct or allow to be constructed in the Easement Tract (i) underground or aerial utility improvements and (ii) additional roads, streets and related improvements crossing the Easement Tract, which are constructed in a similar manner as the initial IMPROVEMENTS constructed by Grantee, or in any other manner that does not restrict the flow of water across the Easement Tract to any greater degree than the initial IMPROVEMENTS constructed by GRANTEE. By accepting this Easement, GRANTEE agrees to maintain the Easement Tract in a manner consistent with drainage requirements and to prevent erosion of the bank of the Colorado River from the water flow over the Easement Tract, and the GRANTOR assumes no responsibility for the maintenance of the Easement Tract.

As used herein, the IMPROVEMENTS which may be constructed by GRANTEE in the Easement Tract shall be limited to the items described on EXHIBIT "B" attached hereto and incorporated herein by reference, and such other matters to which GRANTOR has provided its prior written consent.

GRANTOR and GRANTOR's heirs, representatives, successors, and assigns are and shall be bound to warrant and forever defend the Easement and rights conveyed in this instrument to GRANTEE and GRANTEE's successors and assigns, against every person lawfully making a claim or claiming all or any

part of an interest in the Easement Tract, by, through or under GRANTOR, but not other-wise, and subject to all matters currently of record affecting the Easement Tract.

This Easement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning the Agreement shall be of no force or effect. This Easement supersedes and terminates any prior agreement (whether written or oral) between GRANTOR and GRANTEE relating to a drainage easement or the construction of drainage improvements in, on or over the Easement Tract. Any subsequent amendment or modification must be in writing and agreed to by all parties.

This Easement shall bind and inure to the benefit of the GRANTEE and any successors or assigns of GRANTEE, and shall bind and inure to the benefit of the GRANTOR and GRANTOR's heirs, representatives, successors, and assigns.

HEREOF, GRANTORS have caused this instrument to be executed on this the _____

Day of _____, 2021

City of Bastrop, Texas

City Manager

Before ME, a Notary Public, on this day personally appeared _____, CITY OF BASTROP and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of said Incorporated City of Bastrop.

Notary Public

After recording, please return to:
Bastrop County Engineer
211 Jackson Street
Bastrop, Texas 78602

AVO: 32285.011
County: Bastrop

Page 1 of 4
03/17/2021

DRAINAGE EASEMENT

BEING A 0.258 ACRE (11,241 SQUARE FEET) TRACT SITUATED IN THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 25.00 ACRES TRACT AS DESCRIBED IN A WARRANTY DEED TO CITY OF BASTROP AND RECORDED IN VOLUME 435, PAGE 360 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS (O.P.R.B.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod found at the intersection of the west right-of-way line of Lover's Lane, a variable width right-of-way (no recording information found) with the south right-of-way line of Margie's Way, and 80-foot right of way, according to the plat of record, River Meadows, Phase One, recorded in Cabinet 4, Page 16B, O.P.R.B.C.T., same being the northeast corner of said 25.00 acres tract;

THENCE leaving said south right-of-way line off Margie's Way, with the east line of said 25.00 acres tract, same being said west right-of-way line of Lover's Lane, S11°12'19"W a distance of 187.38 feet to a calculated point, and from which a 1/2-inch iron rod with yellow plastic cap (illegible) bears S11°12'19"W a distance of 925.17 feet;

THENCE leaving said east line of the 25.00 acres tract and said west right-of-way line of Lover's Lane, crossing said 25.00 acres tract the following two courses and distances:

1. N77°50'17"W a distance of 60.00 feet to a calculated point, and
2. N11°12'19"E a distance of 187.38 feet to a calculated point in the north line of said 25.00 acres tract, same being said south right-of-way line of Margie's Way;

AVO: 32285.011
County: Bastrop

Page 2 of 4
03/17/2021

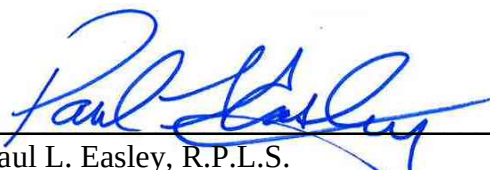
DRAINAGE EASEMENT

THENCE with said south right-of-way line of Margie's Way and said north line of the 25.00 acres tract S77°50'17"E a distance of 60.00 feet to said **POINT OF BEGINNING** and containing 0.258 acres (11,241 square feet), more or less.

This survey was prepared without the benefit of a title commitment or report. The surveyor has not abstracted the subject property, nor made any independent investigation or search for easements of record, restrictive covenants or any other encumbrances.

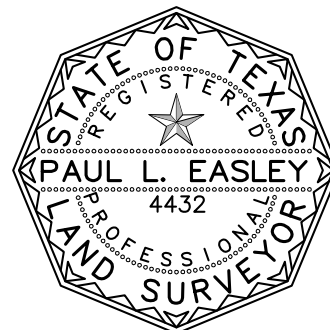
Basis of bearings is the Texas Coordinate System of 1983, Central Zone 4203 (NAD83/2011). All distances and coordinates shown hereon are grid. Units: U.S. Survey Feet.

I, Paul L. Easley, Registered Professional Land Surveyor, hereby certify that this legal description and the accompanying parcel plat of even date represents an actual survey made on the ground under my supervision.



Paul L. Easley, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 4432
Halff Associates, Inc.,
TBPLS Firm No. 10029607
9500 Amberglen Blvd., Bldg. F, Ste. 125, Austin, Texas 78729
512-777-4600

03/25/2021
Date



**S.F. AUSTIN
SURVEY, A-2**

BASTROP 552, LLLP
(551.957 AC.)
VOL. 1694, PG. 31
O.P.R.B.C.T.

MARGIE'S WAY
(80-FT R.O.W.)
CAB. 4, PG. 16B

CITY OF BASTROP
(25.00 AC)
VOL. 435, PG. 360
O.P.R.B.C.T.

S77°50'17"E
60.00'

P.O.B.

S11°12'19"W 80.13'
(S15°39'35"W 80.00')

LOVER'S LANE
VARIABLE WIDTH R.O.W. (NO RECORDING INFO FOUND)

N11°12'19"E 187.38'

DRAINAGE
EASEMENT
0.258 AC
11,241 SQ. FT.

S11°12'19"W 187.38'

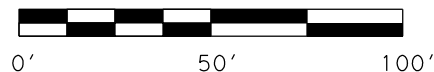
N77°50'17"W
60.00'

(S15°39'35"W 1112.15')

S11°12'19"W 925.17'

1/2-IN W/ YELLOW CAP

GRAPHIC SCALE
1"=50'



LEGEND:

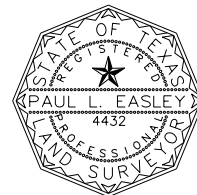
- 1/2-IN IRON ROD WITH CAP
STAMPED "HALFF ESMT"
- 5/8-IN IRON ROD (UNLESS NOTED)
- △ CALCULATED POINT
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS OF
BASTROP COUNTY, TX.
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF BEGINNING
- () RECORD INFORMATION
- NOT TO SCALE

I, Paul L. Easley, Registered Professional Land
Surveyor, hereby certify that this parcel plat and
accompanying legal description of even date
represent an actual survey made on the ground
under my supervision.

Paul L. Easley

PAUL L. EASLEY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4432

03/25/2021
DATE



NOTES:

These surveys were prepared without the benefit
of title commitments. Easements or other matters
of record may exist where none are shown.

Basis of bearings is the Texas Coordinate System
of 1983, Central Zone (4203) NAD 83/2011. All coordinates
and distances shown hereon are grid.
Units: U.S. Survey Feet.



9500 AMBERGLEN BLVD., BLDG. F, STE. 125
AUSTIN, TEXAS 78729-1102
TEL (512) 777-4600
FAX (512) 252-8141
TBPLS FIRM NO. 10029607

**0.258 ACRE
DRAINAGE
EASEMENT
CITY OF BASTROP**

Project No.: 32285.008

Issued: 3/26/2021

Accompanying file Name:
SV-LD-0.258AC-32285.doc

3 of 3

Exhibit “B”

GRANTEE agrees upon completion of the drainage improvement project to restore the Easement Tract to substantially the same condition it was in prior to Grantee's use. This includes grading and fence repairs necessitated by the project. Grantee shall not leave rubbish or debris on or upon the Temporary Easement Property.



STAFF REPORT

MEETING DATE: June 8, 2021

AGENDA ITEM: 11C

TITLE:

Consider action to approve the second reading of Ordinance No. 2021-06 (Listed on first reading as Ordinance No. 2021-52), of the City Council of the City of Bastrop, Texas, amending Chapter 12 – Traffic and Vehicles, to adopt article 12.14 Motor-Assisted Scooters, Electric Bicycles and Bicycles equipped with GPS; and providing for findings of fact, adoption, repealer, severability, and enforcement; establishing an effective date.

STAFF REPRESENTATIVE:

Clint Nagy, Chief of Police

BACKGROUND/HISTORY:

The City of Bastrop Police Department and the City of Bastrop Attorney's office was asked to recommend an ordinance for adoption regarding Motor-Assisted Scooters, Electric Bicycles and Bicycles equipped with GPS. Motor-Assisted Scooters, Electric Bicycles and Bicycles equipped with GPS, if used properly, can be an effective way to travel for short distances within the city, especially during times of increased congestion. However, to ensure public safety and welfare, the operation of these types of vehicles must comply not only with normal regulations regarding vehicles but with special safety regulations detailed in this article that are intended to protect the operator, passengers, pedestrians, and other individuals operating motor vehicles on the roadways. In addition, business operating rules are detailed in this article that are intended to protect the public and the city.

POLICY EXPLANATION:

The Texas Transportation Code Chapter 551 regulates the use of scooters and electric bicycles. Regulations of scooters and electric bikes are similar, but not the same. Chapter 551 has separate sections for each of these vehicles; it also contains regulations stating what a local government may or may not regulate.

Motor-Assisted Scooters, Electric Bicycles and Bicycles equipped with GPS for a fee regulation is necessary to establish the rules for the safe operation of these vehicles and to protect the safety and convenience of pedestrians and others who might be impacted by their use.

FUNDING SOURCES:

N/A

RECOMMENDATION:

Clint Nagy, Chief of Police recommends approval of the second reading of Ordinance No. 2021-06, (Listed on first reading as Ordinance No. 2021-52) of the City Council of the City of Bastrop,

Texas, amending Chapter 12 – Traffic and Vehicles, to adopt article 12.14 Motor-Assisted Scooters, Electric Bicycles and Bicycles equipped with GPS; and providing for findings of fact, adoption, repealer, severability, and enforcement; establishing an effective date.

ATTACHMENTS:

- Ordinance 2021-06 (originally titled ordinance 2021-52 during the first reading)
- Exhibit "A" redlined changes from 05.25.2021
- Exhibit "B" PowerPoint Presentation
- Exhibit "C" PowerPoint Presentation from First Reading
- Exhibit "D" Application Pilot Program



**ORDINANCE NO. 2021-06
(LISTED ON FIRST READING AS ORDINANCE NO. 2021-52)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AMENDING CHAPTER 12 – TRAFFIC AND VEHICLES, TO ADOPT ARTICLE 12.14 – MOTOR-ASSISTED SCOOTERS, ELECTRIC BICYCLES, AND BICYCLES EQUIPPED WITH GPS; AND PROVIDING FOR FINDINGS OF FACT, ADOPTION, REPEALER, SEVERABILITY, AND ENFORCEMENT; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

- WHEREAS,** the City of Bastrop, Texas (“City”) is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and
- WHEREAS,** the City Council of Bastrop, Texas has reviewed the Police Chief’s recommendations and has determined it is desirable to regulate the operation of motor-assisted scooters, electric bicycles, and bicycles equipped with a GPS, which are rented for a fee, to ensure public safety, and pursuant to the Texas Transportation Code; and,
- WHEREAS,** Texas Transportation Code Sections 551.106 and 551.352 authorizes the governing body of a municipality to regulate and control the operation of motor-assisted scooters and electric bicycles within the city’s legal boundaries and on its public streets and sidewalks to ensure the public safety of the community, including the operation of companies renting these vehicles to consumers within the City; and
- WHEREAS,** the use of motor-assisted scooters, electric bicycles, and bicycles equipped with a GPS can help to reduce overall emissions and their use is an eco-friendly or ‘green’ alternative to traditional passenger vehicles; and
- WHEREAS,** motor-assisted scooters, electric bicycles, and bicycles equipped with a GPS are not normally equipped with many of the traditional safety features that are customarily required or found on more commonly-used motor vehicles; and
- WHEREAS,** passenger ejection and injuries can be reduced in an urban setting by requiring additional safety equipment and providing rules of operation; 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,** the City Council finds it necessary to regulate motor-assisted scooters, electric bicycles, and bicycles equipped with a GPS in order to preserve health, property, good government, and order in a Home-Rule municipality as defined under Chapter 54 of Local Government Code.

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

SECTION 1. FINDINGS OF FACT

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

SECTION 2. ADOPTION

Chapter 12, Article 12.14 of the City of Bastrop Code of Ordinances is hereby adopted and shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

SECTION 3. REPEALER

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

SECTION 4. SEVERABILITY

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

SECTION 5. ENFORCEMENT

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

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

SECTION 7. OPEN MEETINGS

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

READ & ACKNOWLEDGED on First Reading on the 25th day of May 2021.

READ & APPROVED on the Second Reading on the 8th day of June 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Bastrop Code of Ordinances

Chapter: TRAFFIC AND VEHICLES

**Article 12.14: MOTOR-ASSISTED SCOOTERS,
ELECTRIC BICYCLES, AND BICYCLES EQUIPPED WITH GPS**

Sec. 12.14.001 - Definitions:

- 1) **Bicycle Equipped with GPS** means a device that a person may ride and that is propelled by human power and has two tandem wheels, at least one of which is more than 14 inches in diameter, which has a global positioning system (GPS) to determine the geographic location of the bicycle.
- 2) **Director** means the director of the department designated by the city manager to enforce and administer this article and includes representatives, agents or department employees designated by the director.
- 3) **Dockless vehicle** means an electric bicycle, or a motor assisted scooter that is available for use for a fee.
- 4) **Electric bicycle** means an electric bicycle as defined in Texas Transportation Code § 664.001 (as may be amended).
- 5) **Fleet manager** means the person responsible for the daily operations of a dockless vehicle service.
- 6) **Geofencing** means the use of GPS technology to create a virtual geographic boundary, enabling software to trigger a response when a dockless vehicle enters or leaves a particular area.
- 7) **Motor-assisted scooter** means a motor-assisted scooter as defined in Texas Transportation Code § 551.351 (as may be amended).
- 8) **Permit agreement** means the written agreement between the City and a person for an operating permit which authorizes the operation of a service providing dockless vehicles for compensation. The permit agreement may be part of a Pilot Program, as stipulated in the application form.
- 9) **Permit holder** means the person who owns the operation if a sole proprietorship, or the person who has been designated as managing the operation if any other entity, of a service providing dockless vehicles for compensation.
- 10) **Person** means an individual, partnership, corporation, company, association, or other legal entity.
- 11) **Pilot Program** means an initial small-scale preliminary study conducted to evaluate the operation of dockless vehicles in the City.

- 11) **Rider** means a person operating a motor-assisted scooter, an electric bicycle, or a bicycle equipped with a GPS.

This article does not apply to a moped or motorcycle; a motorized mobility device (Transportation Code Section 542.009); an electric personal assistive mobility device, such as electric wheelchairs or other medical mobility devices (Transportation Code Section 551.201); a neighborhood electric vehicle (Transportation Code Section 551.301); or a golf cart or all-terrain vehicle (Transportation Code Section 551.401).

Sec. 12.14.002 - Operation and parking of motor-assisted scooters, electric bicycles, and bicycles equipped with GPS.

(a) Operation of motor-assisted scooters.

- (1) Riders must always yield to pedestrians.
- (2) Riders may ride on streets which have a speed limit of thirty-five (35) miles per hour or less. Riders must obey all state and City traffic laws.
- (3) Riders operating or in control must be at least sixteen (16) years of age.
- (4) Riders may not have any passengers. Only one person may be on the scooter when it is being operated.
- (5) The wearing of a helmet is encouraged, but not required.
- (6) It is unlawful for a rider to operate a motor-assisted scooter under the influence of alcohol or drugs.
- (7) It is unlawful for a rider to use a portable wireless communication device while operating a vehicle.

(b) Operation of electric bicycles, and bicycles equipped with GPS.

- (1) Riders must always yield to pedestrians.
- (2) Riders may not ride on sidewalks.
- (3) Riders must obey state and City traffic laws.
- (4) Riders operating or in control must be at least sixteen (16) years of age.
- (6) It is unlawful for a rider to use a portable wireless communication device while operating a bicycle.
- (7) The wearing of a helmet is encouraged, but not required.
- (8) It is unlawful for a rider to operate an electric bicycle under the influence of alcohol or drugs.

(c) Parking of motor-assisted scooters, electric bicycles, and bicycles equipped with GPS.

- (1) It is unlawful for riders to park dockless vehicles on streets, except in areas designated by the City by paint, decals, or signs.

- (2) Riders of dockless vehicles may park dockless vehicles upright on sidewalks in a manner that does not impede the normal and reasonable pedestrian access on a sidewalk, or in any manner that would reduce the minimum clear width of a sidewalk to less than (4) feet.
- (3) Riders of dockless vehicles may not park dockless vehicles in a manner that blocks any American with Disabilities Act (“ADA”) access to sidewalks or streets.
- (4) It is unlawful for a rider to park a dockless vehicle on sidewalks at the following locations:
 - a. Within eight (8) feet of commercial or pedestrian loading zones, or disabled parking zones.
 - b. Within four (4) feet of street fixtures that require pedestrian access, including but not limited to benches.
 - c. Within eight (8) feet of curb ramps, entryways and driveways.
 - d. Within eight (8) feet of a building entrance.
 - f. On trails, creek ways, including in any City park.
- (5) It is unlawful for a rider to park, other than momentarily, a dockless vehicle within 75 feet of the Colorado River.

Sec. 12.14.003 - Colliding with pedestrians on sidewalk.

- (a) No person, while riding a motor-assisted scooter, electric bicycle, or bicycle equipped with a GPS, upon any sidewalk of the City, shall collide with any pedestrian, or cause any pedestrian to leave the sidewalk to avoid a collision with such vehicle.

Sec. 12.14.004 - Required equipment of motor-assisted scooters, electric bicycles.

- (a) Riders may not operate motor-assisted scooters or electric bicycles at nighttime unless the vehicle is equipped with:
 1. A lamp on the front of the vehicle that emits a white light visible from a distance of at least five hundred (500) feet in front of the vehicle; and
 2. A red reflector that is visible when directly in front of lawful upper beams of motor vehicle headlamps from all distances from fifty (50) to three hundred (300) feet to the rear of the vehicle, or a lamp that emits a red light visible from a distance of five hundred (500) feet to the rear of the vehicle.
- (b) Riders may not operate motor-assisted scooters or electric bicycles without a working bell, horn, or other sound mechanism.
- (c) Riders may not operate dockless vehicles between the hours of 11:00 p.m. and 6:00 a.m., and permit holders shall make dockless vehicles inoperable during these hours.

Sec. 12.14.005 - Dockless vehicle for hire permit agreements.

- (a) A person must register and obtain a permit agreement from the City, and pay any applicable fees, prior to providing a dockless vehicle for any compensation, including but not limited to any money, thing of value, payment, consideration, donation, gratuity, or profit.

(b) The City reserves the right to implement a Pilot Program, as defined in the City's application form.

(c) To obtain a permit agreement, a person must submit an application to the City on a form provided by the City Secretary for that purpose. The application must contain the following, including any additional information requested for motor-assisted scooters or electric bicycles requirements established by the City:

- (1) The business name, street address, mailing address, email address, and telephone number of the applicant, with the addressing being in the city limits or within one hour response time of the city limits;
- (2) A non-refundable annual business permit fee of \$500.00;
- (3) A non-refundable annual permit fee of \$50.00 for each dockless vehicle which is to be operated within the City limits of the Bastrop;
- (4) The name, phone number and email address of the fleet manager. Any change in this information must be reported to the City Secretary within twenty-four (24) hours of the change;
- (5) A phone number for the public to report improperly parked vehicles and other violations, which must be posted on each dockless vehicle;
- (6) The address of the fixed facilities to be used in the operation, if any, and the address of the applicant's headquarters, if different from the address of the fixed facilities;
- (7) Documentary evidence from an insurance company indicating that such insurance company has bound itself to provide the applicant with the liability insurance required by this article;
- (8) Documentary evidence of payment of ad valorem taxes on property within the City, if any, to be used in connection with the operation of the proposed dockless vehicle program;
- (9) Documentary evidence from a bonding or insurance company or a bank indicating that the bonding or insurance company or bank has bound itself to provide the applicant with the performance or irrevocable letter of credit required by this article;
- (10) The number and the types of dockless vehicles to be operated; and
- (11) An agreement to indemnify the City.

(d) A permit agreement expires 12 months from the date it is issued. An applicant may renew a permit agreement following the process in this section.

(e) A permit agreement is non-transferrable. This regulation should not be construed to impede the continuing use of trade names **Sec. 12.14.006 - Issuance, renewal, suspension and revocation of permit agreements.**

(a) The City shall refuse to issue or renew a permit agreement if the applicant:

- (1) Does not meet the requirements in the permit application, including failing to meet any requirements established by the City;

- (2) Intentionally or knowingly makes a false statement as to a material matter in an application for a permit agreement; or
 - (3) Has been convicted twice within a 12-month period for a violation of this article or has had a permit agreement revoked, by any other local government, within two (2) years of the date of application.
- (b) If the City determines that a permit agreement should be denied, the City shall notify the applicant or operator in writing that the application is denied and include in the notice the specific reason or reasons for denial and a statement informing the applicant or operator of the right to, and the process for, appeal of the decision.
- (c) The City shall revoke a permit agreement if the City determines that the permit holder has:
- (1) Made a false statement as to a material matter in the application concerning the operating authority permit;
 - (2) Failed to maintain the insurance required by this article;
 - (3) Operated dockless vehicles in excess of the number authorized by the permit agreement; or
 - (4) Failed to pay a fee required by this article.
- (d) After revocation of an operating authority permit, an operator is not eligible for another permit for a period of up to two (2) years, depending on the severity of the violation resulting in the revocation.
- (e) Any person whose application for a permit agreement or renewal of a permit agreement is denied by the City, or an operator whose permit agreement has been revoked or suspended by the City, may file an appeal with the City, who shall forward the notice of appeal with the City Manager or the City Manager's designee, for appointment of an independent hearings officer to preside over the appeal:
- (1) The hearings officer shall conduct a hearing on the matter within thirty (30) days of the request for the hearing unless one of the parties requests a continuance for good cause.
 - a. Every person who appeals shall have the right to appear in person or through an attorney;
 - b. Every person who testifies at a hearing shall testify under oath, the person who appealed and the City have the right to produce evidence, and subpoena and call witnesses; and
 - c. The burden of proof is on the City by a preponderance of the evidence that the decision of the City should be upheld.
 - (2) The hearings officer shall render a decision within thirty (30) days of the conclusion of the hearing.
 - (3) The hearings officer shall have the sole authority for upholding or overruling the action of the City which was appealed.
 - (4) The decision of the hearings officer shall be final.

Sec. 12.14.007 - Dockless vehicle operations.

- (a) Permit holders shall display on each dockless vehicle permitted under this article the emblem of the permit holder, a unique identification number, and a 24-hour phone number for customers and citizens to report safety concerns, make complaints, ask questions, or request a dockless vehicle be relocated.
- (b) The fleet manager, or a designated representative, shall be available by the phone number provided on the application, seven (7) days a week between 8:00 a.m. and 5:00 p.m. to accept calls from the City.
- (c) Permit holders shall not attach any personal property (other than dockless vehicles), fixtures, or structures to the public right-of-way without the separate written permission of the City. Any permission to place items in the public right-of-way must be incorporated into the permit.
- (d) Permit holders shall provide the City electronic access to the current list of dockless vehicles available for rent in the City, which includes the unique identification number for each vehicle.
- (e) Permit holders shall educate customers regarding the law applicable to riding, operating, and parking a dockless vehicle. A permit holder's application must provide information notifying the user that:
 - (1) The use of helmets is encouraged for the safety of the drivers.
 - (2) The legal parking of dockless vehicles.
 - (3) The legal operation of dockless vehicles, including the duty to yield to pedestrians.
 - (4) The areas where riding and parking are prohibited.
- (f) Notices of violations or broken vehicles:
 - (1) Permit holders shall have one hour after receiving notice of a violation, from any source, to correct violations for a dockless vehicle being parked in an area prohibited under this article or that has been thrown in the riverbanks of the Colorado River; for other violations the permit holder has two (2) hours after receiving notice to correct the violation.
 - (2) Permit holders are required to lock vehicles reported as broken, from any source, and must remove the vehicle within two (2) hours.
 - (3) After the time for correcting a violation has expired, the City may remove and impound a vehicle that is parked in violation of this article or broken. The permit holder must pay the City a fee of fifty dollars (\$50.00) to obtain the return of each vehicle impounded.
 - (4) City staff, and other persons authorized by City staff, may remove dockless vehicles parked in prohibited areas, dockless vehicles blocking ADA facilities, or dockless vehicles located within areas identified consistent with section 12.14.002 in violation of this article, or that are identified as broken, immediately and without notice of violation to a permit holder, in which case the City may not impose an impound fee.
 - (5) Permit holders are required to use Geofencing or other means to locate dockless vehicles that are located near the riverbanks of the Colorado River, or have been thrown into the water.

- (6) Notwithstanding the above, the City has the authority to identify areas where vehicles must be removed to accommodate special events, construction, and maintenance work performed by the downtown public improvement district. The City shall have the authority to establish the time for any required removal and any subsequent deployment.

Sec. 12.14.008 - Insurance.

- (a) A permit holder shall procure and keep in full force and effect insurance coverage in accordance with this section, through a policy or policies written by an insurance company that:
 - (1) Is authorized to do business in the State of Texas;
 - (2) Is acceptable to the City; and
 - (3) Does not violate the ownership or operational control prohibition described in this section.
- (b) The insured provisions of the policy must name the City and its officers and employees as additional insureds, and the coverage provisions must provide coverage for any loss or damage that may arise to any person or property by reason of the operation of a dockless vehicle.
- (c) A permit holder shall maintain, at a minimum, the following insurance coverages:
 - (1) The commercial general liability insurance must provide single limits of liability for bodily injury (including death) and property damage of one million dollars (\$1,000,000.00) for each occurrence, with a two million dollars (\$2,000,000.00) annual aggregate.
 - (2) If a permit holder will utilize motor vehicles in its operations, the business automotive liability insurance must cover owned, hired, and non-owned vehicles, with a combined single limit for bodily injury (including death) and property damage of five hundred thousand dollars (\$500,000.00) per occurrence.
 - (3) Worker's compensation insurance with statutory limits.
 - (4) Employer's liability insurance with the following minimum limits for bodily injury by:
 - a. Accident, five hundred thousand dollars (\$500,000.00) per each accident; and
 - b. Disease, five hundred thousand dollars (\$500,000.00) per employee with a per policy aggregate of five hundred thousand dollars (\$500,000.00).
- (d) Insurance required under this article must:
 - (1) Include a cancellation provision in which the insurance company is required to notify the City in writing not fewer than thirty (30) days before cancelling the insurance policy (for a reason other than non-payment) or before making a reduction in coverage;
 - (2) Include a cancellation provision in which the insurance company is required to notify the City in writing not fewer than ten (10) days before cancelling for nonpayment;
 - (3) Cover all dockless vehicles during the times that the vehicles are deployed or operating in furtherance of the permit holder's business;
 - (4) Include a provision requiring the insurance company to pay every covered claim on a first-dollar basis;

- (5) Require notice to the City if the policy is cancelled or if there is a reduction in coverage; and
- (6) Comply with all applicable federal, state, and local laws.
- (e) No person who has a twenty (20) percent or greater ownership interest in the permit holder may have an interest in the insurance company.
- (f) A permit holder may not be self-insured.
- (g) Any insurance policy required by this article must be on file with and approved by the City prior to the issuance of a permit agreement and must remain in effect during the term of the permit agreement.

Sec. 12.14.009 - Indemnification.

- (a) Nothing in this article shall be construed as an assumption of liability by the City for any injuries (including death) to persons, pets, or property which may result from the operation of a dockless vehicle, motor-assisted scooter, electric bicycle, or bicycle equipped with a GPS, by an authorized driver; and
- (b) It is expressly understood and agreed that a permit holder is and shall be deemed to be an independent contractor and the permit holder is responsible to all parties for its respective acts or omissions, and that City shall in no way be responsible, therefore.

Sec. 12.14.010 - Enforcement.

- (a) The City shall enforce this article.
- (b) Upon observing a violation of this article, the City shall take all necessary actions to ensure effective regulation of dockless vehicles.
- (c) The City may, with or without notice, inspect any dockless vehicle operating under this article to determine whether the dockless vehicle complies with this article and other applicable laws.

Sec. 12.14.011 - Criminal offenses.

- (a) A person commits an offense if, within the City, the person operates or causes or permits the operation of a dockless vehicle service without a valid permit agreement issued under this article.
- (b) A person commits an offense if the person violates a provision of this article.
- (c) A culpable mental state is not required for the commission of an offense under this article. A separate offense is committed each day in which an offense occurs.
- (d) Prosecution for an offense under this article does not prevent the use of other enforcement remedies or procedures applicable to the person charged with the conduct or involved in the offense.
- (e) Any person who violates any of the provisions of this article shall be guilty of a Class C Misdemeanor and upon adjudication or conviction thereof shall be fined in an amount not to exceed five hundred dollars (\$500.00) for each offense.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AMENDING CHAPTER 12 – TRAFFIC AND VEHICLES, TO ADOPT ARTICLE 12.14 – MOTOR-ASSISTED SCOOTERS, ELECTRIC BICYCLES, AND BICYCLES EQUIPPED WITH GPS; AND PROVIDING FOR FINDINGS OF FACT, ADOPTION, REPEALER, SEVERABILITY, AND ENFORCEMENT; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

- WHEREAS,** the City of Bastrop, Texas (“City”) is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and
- WHEREAS,** the City Council of Bastrop, Texas has reviewed the Police Chief’s recommendations and has determined it is desirable to regulate the operation of motor-assisted scooters, electric bicycles, and bicycles equipped with a GPS, which are rented for a fee, to ensure public safety, and pursuant to the Texas Transportation Code; and,
- WHEREAS,** Texas Transportation Code Sections 551.106 and 551.352 authorizes the governing body of a municipality to regulate and control the operation of motor-assisted scooters and electric bicycles within the city’s legal boundaries and on its public streets and sidewalks to ensure the public safety of the community, including the operation of companies renting these vehicles to consumers within the City; and
- WHEREAS,** the use of motor-assisted scooters, electric bicycles, and bicycles equipped with a GPS can help to reduce overall emissions and their use is an eco-friendly or ‘green’ alternative to traditional passenger vehicles; and
- WHEREAS,** motor-assisted scooters, electric bicycles, and bicycles equipped with a GPS are not normally equipped with many of the traditional safety features that are customarily required or found on more commonly-used motor vehicles; and
- WHEREAS,** passenger ejection and injuries can be reduced in an urban setting by requiring additional safety equipment and providing rules of operation; 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,** the City Council finds it necessary to regulate motor-assisted scooters, electric bicycles, and bicycles equipped with a GPS in order to preserve health, property, good government, and order in a Home-Rule municipality as defined under Chapter 54 of Local Government Code.
- NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS THAT:**

SECTION 1. FINDINGS OF FACT

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

SECTION 2. ADOPTION

Chapter 12, Article 12.14 of the City of Bastrop Code of Ordinances is hereby adopted and shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

SECTION 3. REPEALER

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

SECTION 4. SEVERABILITY

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

SECTION 5. ENFORCEMENT

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

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

SECTION 7. OPEN MEETINGS

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

READ & ACKNOWLEDGED on First Reading on the 25th day of May 2021.

READ & APPROVED on the Second Reading on the _____ 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Bastrop Code of Ordinances

Chapter: TRAFFIC AND VEHICLES

**Article 12.14: MOTOR-ASSISTED SCOOTERS,
ELECTRIC BICYCLES, AND BICYCLES EQUIPPED WITH GPS**

Sec. 12.14.001 - Definitions:

- 1) ***Bicycle Equipped with GPS*** means a device that a person may ride and that is propelled by human power and has two tandem wheels, at least one of which is more than 14 inches in diameter, which has a global positioning system (GPS) to determine the geographic location of the bicycle.
- 2) ***Director*** means the director of the department designated by the city manager to enforce and administer this article and includes representatives, agents or department employees designated by the director.
- 3) ***Dockless vehicle*** means an electric bicycle, or a motor assisted scooter that is available for use for a fee.
- 4) ***Electric bicycle*** means an electric bicycle as defined in Texas Transportation Code § 664.001 (as may be amended).
- 5) ***Fleet manager*** means the person responsible for the daily operations of a dockless vehicle service.
- 6) ***Geofencing*** means the use of GPS technology to create a virtual geographic boundary, enabling software to trigger a response when a dockless vehicle enters or leaves a particular area.
- 7) ***Motor-assisted scooter*** means a motor-assisted scooter as defined in Texas Transportation Code § 551.351 (as may be amended).
- 8) ***Permit agreement*** means the written agreement between the City and a person for an operating permit which authorizes the operation of a service providing dockless vehicles for compensation. The permit agreement may be part of a Pilot Program, as stipulated in the application form.
- 9) ***Permit holder*** means the person who owns the operation if a sole proprietorship, or the person who has been designated as managing the operation if any other entity, of a service providing dockless vehicles for compensation.
- 10) ***Person*** means an individual, partnership, corporation, company, association, or other legal entity.
- 11) ***Pilot Program*** means an initial small-scale preliminary study conducted to evaluate the operation of dockless vehicles in the City.

Formatted: Font: Bold, Italic

- 11) **Rider** means a person operating a motor-assisted scooter, an electric bicycle, or a bicycle equipped with a GPS.

This article does not apply to a moped or motorcycle; a motorized mobility device (Transportation Code Section 542.009); an electric personal assistive mobility device, such as electric wheelchairs or other medical mobility devices (Transportation Code Section 551.201); a neighborhood electric vehicle (Transportation Code Section 551.301); or a golf cart or all-terrain vehicle (Transportation Code Section 551.401).

Sec. 12.14.002 - Operation and parking of motor-assisted scooters, electric bicycles, and bicycles equipped with GPS.

(a) Operation of motor-assisted scooters.

- (1) Riders must always yield to pedestrians.
- (2) Riders may ride on streets which have a speed limit of thirty-five (35) miles per hour or less. Riders must obey all state and City traffic laws.
- (3) Riders operating or in control must be at least sixteen (16) years of age.
- (4) Riders may not have any passengers. Only one person may be on the scooter when it is being operated.
- (5) The wearing of a helmet is encouraged, but not required.
- (6) It is unlawful for a rider to operate a motor-assisted scooter under the influence of alcohol or drugs.
- (7) It is unlawful for a rider to use a portable wireless communication device while operating a vehicle.

(b) Operation of electric bicycles, and bicycles equipped with GPS.

- (1) Riders must always yield to pedestrians.
- (2) Riders may not ride on sidewalks.
- (3) Riders must obey state and City traffic laws.
- (4) Riders operating or in control must be at least sixteen (16) years of age.
- (6) It is unlawful for a rider to use a portable wireless communication device while operating a bicycle.
- (7) The wearing of a helmet is encouraged, but not required.
- (8) It is unlawful for a rider to operate an electric bicycle under the influence of alcohol or drugs.

(c) Parking of motor-assisted scooters, electric bicycles, and bicycles equipped with GPS.

- (1) It is unlawful for riders to park dockless vehicles on streets, except in areas designated by the City by paint, decals, or signs.

- (2) Riders of dockless vehicles may park dockless vehicles upright on sidewalks in a manner that does not impede the normal and reasonable pedestrian access on a sidewalk, or in any manner that would reduce the minimum clear width of a sidewalk to less than (4) feet.
- (3) Riders of dockless vehicles may not park dockless vehicles in a manner that blocks any American with Disabilities Act ("ADA") access to sidewalks or streets.
- (4) It is unlawful for a rider to park a dockless vehicle on sidewalks at the following locations:
 - a. Within eight (8) feet of commercial or pedestrian loading zones, or disabled parking zones.
 - b. Within four (4) feet of street fixtures that require pedestrian access, including but not limited to benches.
 - c. Within eight (8) feet of curb ramps, entryways and driveways.
 - d. Within eight (8) feet of a building entrance.
 - f. On trails, creek ways, including in any City park.

~~(5) It is unlawful for a rider to park, other than momentarily, a dockless vehicle within 75 feet of the Colorado River.~~

Deleted: (5)

Formatted: list1

Deleted: near

Sec. 12.14.003 - Colliding with pedestrians on sidewalk.

- (a) No person, while riding a motor-assisted scooter, electric bicycle, or bicycle equipped with a GPS, upon any sidewalk of the City, shall collide with any pedestrian, or cause any pedestrian to leave the sidewalk to avoid a collision with such vehicle.

Sec. 12.14.004 - Required equipment of motor-assisted scooters, electric bicycles.

- (a) Riders may not operate motor-assisted scooters or electric bicycles at nighttime unless the vehicle is equipped with:
 - 1. A lamp on the front of the vehicle that emits a white light visible from a distance of at least five hundred (500) feet in front of the vehicle; and
 - 2. A red reflector that is visible when directly in front of lawful upper beams of motor vehicle headlamps from all distances from fifty (50) to three hundred (300) feet to the rear of the vehicle, or a lamp that emits a red light visible from a distance of five hundred (500) feet to the rear of the vehicle.
- (b) Riders may not operate motor-assisted scooters or electric bicycles without a working bell, horn, or other sound mechanism.
- (c) Riders may not operate dockless vehicles between the hours of 11:00 p.m. and 6:00 a.m., and permit holders shall make dockless vehicles inoperable during these hours.

Sec. 12.14.005 - Dockless vehicle for hire permit agreements.

(a) A person must register and obtain a permit agreement from the City, and pay any applicable fees, prior to providing a dockless vehicle for any compensation, including but not limited to any money, thing of value, payment, consideration, donation, gratuity, or profit.

Formatted: Indent: Left: 0", First line: 0"

Deleted: (a)

(b) The City reserves the right to implement a Pilot Program, as defined in the City's application form.

(c) To obtain a permit agreement, a person must submit an application to the City on a form provided by the City Secretary for that purpose. The application must contain the following, including any additional information requested for motor-assisted scooters or electric bicycles requirements established by the City:

Deleted: b

- (1) The business name, street address, mailing address, email address, and telephone number of the applicant, with the addressing being in the city limits or within one hour response time of the city limits;
- (2) A non-refundable annual business permit fee of \$500.00;
- (3) A non-refundable annual permit fee of \$50.00 for each dockless vehicle which is to be operated within the City limits of the Bastrop;
- (4) The name, phone number and email address of the fleet manager. Any change in this information must be reported to the City Secretary within twenty-four (24) hours of the change;
- (5) A phone number for the public to report improperly parked vehicles and other violations, which must be posted on each dockless vehicle;
- (6) The address of the fixed facilities to be used in the operation, if any, and the address of the applicant's headquarters, if different from the address of the fixed facilities;
- (7) Documentary evidence from an insurance company indicating that such insurance company has bound itself to provide the applicant with the liability insurance required by this article;
- (8) Documentary evidence of payment of ad valorem taxes on property within the City, if any, to be used in connection with the operation of the proposed dockless vehicle program;
- (9) Documentary evidence from a bonding or insurance company or a bank indicating that the bonding or insurance company or bank has bound itself to provide the applicant with the performance or irrevocable letter of credit required by this article;
- (10) The number and the types of dockless vehicles to be operated; and
- (11) An agreement to indemnify the City.

(d) A permit agreement expires 12 months from the date it is issued. An applicant may renew a permit agreement following the process in this section.

Deleted: c

(e) A permit agreement is non-transferrable. This regulation should not be construed to impede the continuing use of trade names.
Sec. 12.14.006 - Issuance, renewal, suspension and revocation of permit agreements.

Deleted: d

Deleted: s.

Deleted: ¶

(a) The City shall refuse to issue or renew a permit agreement if the applicant:

- (1) Does not meet the requirements in the permit application, including failing to meet any requirements established by the City;

- (2) Intentionally or knowingly makes a false statement as to a material matter in an application for a permit agreement; or
 - (3) Has been convicted twice within a 12-month period for a violation of this article or has had a permit agreement revoked, by any other local government, within two (2) years of the date of application.
- (b) If the City determines that a permit agreement should be denied, the City shall notify the applicant or operator in writing that the application is denied and include in the notice the specific reason or reasons for denial and a statement informing the applicant or operator of the right to, and the process for, appeal of the decision.
- (c) The City shall revoke a permit agreement if the City determines that the permit holder has:
- (1) Made a false statement as to a material matter in the application concerning the operating authority permit;
 - (2) Failed to maintain the insurance required by this article;
 - (3) Operated dockless vehicles in excess of the number authorized by the permit agreement; or
 - (4) Failed to pay a fee required by this article.
- (d) After revocation of an operating authority permit, an operator is not eligible for another permit for a period of up to two (2) years, depending on the severity of the violation resulting in the revocation.
- (e) Any person whose application for a permit agreement or renewal of a permit agreement is denied by the City, or an operator whose permit agreement has been revoked or suspended by the City, may file an appeal with the City, who shall forward the notice of appeal with the City Manager or the City Manager's designee, for appointment of an independent hearings officer to preside over the appeal:
- (1) The hearings officer shall conduct a hearing on the matter within thirty (30) days of the request for the hearing unless one of the parties requests a continuance for good cause.
 - a. Every person who appeals shall have the right to appear in person or through an attorney;
 - b. Every person who testifies at a hearing shall testify under oath, the person who appealed and the City have the right to produce evidence, and subpoena and call witnesses; and
 - c. The burden of proof is on the City by a preponderance of the evidence that the decision of the City should be upheld.
 - (2) The hearings officer shall render a decision within thirty (30) days of the conclusion of the hearing.
 - (3) The hearings officer shall have the sole authority for upholding or overruling the action of the City which was appealed.
 - (4) The decision of the hearings officer shall be final.

Sec. 12.14.007 - Dockless vehicle operations.

- (a) Permit holders shall display on each dockless vehicle permitted under this article the emblem of the permit holder, a unique identification number, and a 24-hour phone number for customers and citizens to report safety concerns, make complaints, ask questions, or request a dockless vehicle be relocated.
- (b) The fleet manager, or a designated representative, shall be available by the phone number provided on the application, seven (7) days a week between 8:00 a.m. and 5:00 p.m. to accept calls from the City.
- (c) Permit holders shall not attach any personal property (other than dockless vehicles), fixtures, or structures to the public right-of-way without the separate written permission of the City. Any permission to place items in the public right-of-way must be incorporated into the permit.
- (d) Permit holders shall provide the City electronic access to the current list of dockless vehicles available for rent in the City, which includes the unique identification number for each vehicle.
- (e) Permit holders shall educate customers regarding the law applicable to riding, operating, and parking a dockless vehicle. A permit holder's application must provide information notifying the user that:
 - (1) The use of helmets is encouraged for the safety of the drivers.
 - (2) The legal parking of dockless vehicles.
 - (3) The legal operation of dockless vehicles, including the duty to yield to pedestrians.
 - (4) The areas where riding and parking are prohibited.
- (f) Notices of violations or broken vehicles:
 - (1) Permit holders shall have one hour after receiving notice of a violation, from any source, to correct violations for a dockless vehicle being parked in an area prohibited under this article or that has been thrown in the riverbanks of the Colorado River; for other violations the permit holder has two (2) hours after receiving notice to correct the violation.
 - (2) Permit holders are required to lock vehicles reported as broken, from any source, and must remove the vehicle within two (2) hours.
 - (3) After the time for correcting a violation has expired, the City may remove and impound a vehicle that is parked in violation of this article or broken. The permit holder must pay the City a fee of fifty dollars (\$50.00) to obtain the return of each vehicle impounded.
 - (4) City staff, and other persons authorized by City staff, may remove dockless vehicles parked in prohibited areas, dockless vehicles blocking ADA facilities, or dockless vehicles located within areas identified consistent with section 12.14.002 in violation of this article, or that are identified as broken, immediately and without notice of violation to a permit holder, in which case the City may not impose an impound fee.
 - (5) Permit holders are required to use Geofencing or other means to locate dockless vehicles that are located near the riverbanks of the Colorado River, or have been thrown into the water.

(6) Notwithstanding the above, the City has the authority to identify areas where vehicles must be removed to accommodate special events, construction, and maintenance work performed by the downtown public improvement district. The City shall have the authority to establish the time for any required removal and any subsequent deployment.

Deleted: 5

Sec. 12.14.008 - Insurance.

- (a) A permit holder shall procure and keep in full force and effect insurance coverage in accordance with this section, through a policy or policies written by an insurance company that:
 - (1) Is authorized to do business in the State of Texas;
 - (2) Is acceptable to the City; and
 - (3) Does not violate the ownership or operational control prohibition described in this section.
- (b) The insured provisions of the policy must name the City and its officers and employees as additional insureds, and the coverage provisions must provide coverage for any loss or damage that may arise to any person or property by reason of the operation of a dockless vehicle.
- (c) A permit holder shall maintain, at a minimum, the following insurance coverages:
 - (1) The commercial general liability insurance must provide single limits of liability for bodily injury (including death) and property damage of one million dollars (\$1,000,000.00) for each occurrence, with a two million dollars (\$2,000,000.00) annual aggregate.
 - (2) If a permit holder will utilize motor vehicles in its operations, the business automotive liability insurance must cover owned, hired, and non-owned vehicles, with a combined single limit for bodily injury (including death) and property damage of five hundred thousand dollars (\$500,000.00) per occurrence.
 - (3) Worker's compensation insurance with statutory limits.
 - (4) Employer's liability insurance with the following minimum limits for bodily injury by:
 - a. Accident, five hundred thousand dollars (\$500,000.00) per each accident; and
 - b. Disease, five hundred thousand dollars (\$500,000.00) per employee with a per policy aggregate of five hundred thousand dollars (\$500,000.00).
- (d) Insurance required under this article must:
 - (1) Include a cancellation provision in which the insurance company is required to notify the City in writing not fewer than thirty (30) days before cancelling the insurance policy (for a reason other than non-payment) or before making a reduction in coverage;
 - (2) Include a cancellation provision in which the insurance company is required to notify the City in writing not fewer than ten (10) days before cancelling for nonpayment;
 - (3) Cover all dockless vehicles during the times that the vehicles are deployed or operating in furtherance of the permit holder's business;
 - (4) Include a provision requiring the insurance company to pay every covered claim on a first-dollar basis;

- (5) Require notice to the City if the policy is cancelled or if there is a reduction in coverage; and
- (6) Comply with all applicable federal, state, and local laws.
- (e) No person who has a twenty (20) percent or greater ownership interest in the permit holder may have an interest in the insurance company.
- (f) A permit holder may not be self-insured.
- (g) Any insurance policy required by this article must be on file with and approved by the City prior to the issuance of a permit agreement and must remain in effect during the term of the permit agreement.

Sec. 12.14.009 - Indemnification.

- (a) Nothing in this article shall be construed as an assumption of liability by the City for any injuries (including death) to persons, pets, or property which may result from the operation of a dockless vehicle, motor-assisted scooter, electric bicycle, or bicycle equipped with a GPS, by an authorized driver; and
- (b) It is expressly understood and agreed that a permit holder is and shall be deemed to be an independent contractor and the permit holder is responsible to all parties for its respective acts or omissions, and that City shall in no way be responsible, therefore.

Sec. 12.14.010 - Enforcement.

- (a) The City shall enforce this article.
- (b) Upon observing a violation of this article, the City shall take all necessary actions to ensure effective regulation of dockless vehicles.
- (c) The City may, with or without notice, inspect any dockless vehicle operating under this article to determine whether the dockless vehicle complies with this article and other applicable laws.

Sec. 12.14.011 - Criminal offenses.

- (a) A person commits an offense if, within the City, the person operates or causes or permits the operation of a dockless vehicle service without a valid permit agreement issued under this article.
- (b) A person commits an offense if the person violates a provision of this article.
- (c) A culpable mental state is not required for the commission of an offense under this article. A separate offense is committed each day in which an offense occurs.
- (d) Prosecution for an offense under this article does not prevent the use of other enforcement remedies or procedures applicable to the person charged with the conduct or involved in the offense.
- (e) Any person who violates any of the provisions of this article shall be guilty of a Class C Misdemeanor and upon adjudication or conviction thereof shall be fined in an amount not to exceed five hundred dollars (\$500.00) for each offense.

Bastrop Police Department

Motor-Assisted Scooters
Electric Bicycles
and
Bicycles with GPS

Clint Nagy, Chief of Police

June 8th, 2021



Pilot Program

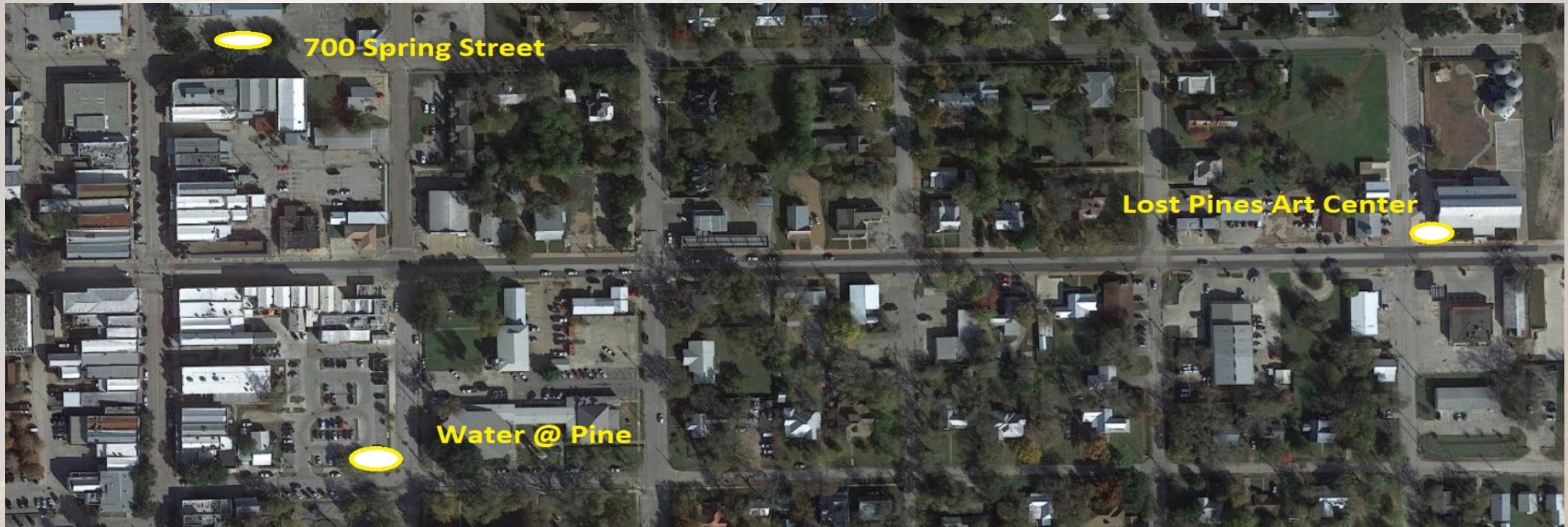
- ❖ Added three definitions to ordinance.
- **Geofencing** means the use of GPS technology to create a virtual geographic boundary, enabling software to trigger a response when a dockless vehicle enters or leaves a particular area.
- **Pilot Program** means an initial small-scale preliminary study conducted to evaluate the operation of dockless vehicles in the City.
- Expanded **Permit Agreement** to include; The permit agreement may be part of a Pilot Program, as stipulated in the application form.

Pilot Program

- ❖ Concern, number of dockless vehicles and staging:
 - 40 scooters and 20 E-bikes.
 - Staged at three locations in the central business area.
 - No more than 20 dockless vehicles at any one location at a time.

Pilot Program

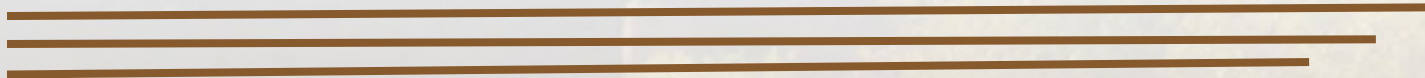
Initial Staging Areas for dockless vehicles.



Pilot Program

- ❖ Concern, dockless vehicles may be thrown in the waterways.
 - Permit holder must have ability to use geofencing to prohibit units in unauthorized areas and locate units in our waterways.
 - An hour response time to vehicles in the waterways.
 - Willingness to cooperate with city investigations of all criminal damage.
 - Riders cannot leave or park dockless vehicles within 75 feet of the Colorado River.

Questions?



Bastrop Police Department

Motor-Assisted Scooters
Electric Bicycles
and
Bicycles with GPS

Clint Nagy, Chief of Police

May 25, 2021



Purpose

- Provide convenient and safe means of travel within the city by scooter or E-Bike.
- Protect our citizens and visitors on our roadways.
- Public Safety is the number one priority.
- This ordinance does not regulate personal scooters or E-bikes but state law may.

Definitions

- **Bicycle equipped with GPS** means a bicycle which has a global positioning system to determine the geographic location of the bicycle.
- **Electric bicycle** means a bicycle that has fully operable pedals and an electric motor of fewer than 750 watts with a top speed of 28 miles per hour or less.
- **Motor assisted scooter** means a self-propelled device with two wheels, braking, motor not exceeding 40 centimeters that allows the passenger to stand or sit and can be powered by human power alone.



Electric Scooter



Electric Bike

Sample Business Design

- Vehicles are staged at locations throughout a city.
- Vehicles are rented and unlocked by the customer via apps at about \$1 to start and 15-30 cents every additional mile.
- Vehicles are left at the rider's last destination until new rider uses the vehicle.
- Each night an employee or subcontractor gathers the vehicles using GPS and charges them at a warehouse or shop and then returns them to a predetermined staging area each morning.

Operational Regulations Scooters

- 16 years of age or older.
- May operate on streets 35 mph or lower.
- No passengers are permitted.
- Helmets are encouraged but not required.
- Yield to pedestrians and obey all traffic laws.
- May operate on sidewalks

Operational Regulations E-Bikes

- 16 years of age or older.
- May operate on streets 35 mph or lower.
- No passengers are permitted.
- Helmets are encouraged but not required.
- Yield to pedestrians and obey all traffic laws.
- May **not** operate on any sidewalk.

Parking Regulations for all vehicles

- Unlawful to park on streets except where designated by the City.
- May not impede sidewalks or reduce width of sidewalks to less than 3 feet.
- May not block American Disability Act (ADA) access of any type.
- Unlawful to park within 8 feet of loading zones, disabled parking zones, driveways, curb ramps, or building entrances.
- Unlawful to park within 4 feet of benches.
- May not park on trails in any park.

Required Equipment for all vehicles

Nighttime

- Front lamp capable of being seen from 500 feet away.
- Red reflector or a red lamp at the rear of the vehicle.
- Working bell, horn, or other sound mechanism.
- Ability to make the vehicles inoperable between 11:00 PM and 6:00 AM.

Registration with the City

- Application is forwarded to the City Secretary.
- Annual business permit fee of \$500 and annual permit fee of \$50 per vehicle. (Permit is valid for 1 year and cannot be transferred.)
- Evidence of insurance.
- Provide information on fleet management and number of vehicles to the City.
- Agreement to indemnify the City.

Permit Holders Responsibilities:

- Each vehicle shall display the emblem of the permit holder, unique ID, and 24-hour number for reporting safety concerns.
- Shall ensure that a fleet manager is available by phone seven days a week from 8AM to 5:00PM
- Obtains permission in the permit when placing vehicles in public right-of-way.

Permit Holders Responsibilities;

Upon the City's request;

- Must have 1-hour response time to notice of violations of parking.
- Must have 2-hour response time to other violations.
- Lock or remove broken vehicles within two hours.

Permit Holders Responsibilities

Insurance

- Commercial general liability for bodily injury, death and property of at least 1 million dollars with 2-million-dollar aggregate.
- Fleet vehicles must be insured for \$500,000 bodily injury, death and property damage per occurrence.
- Workman's compensation insurance and employee liability insurance of at least \$500,000.
- Permit holders are independent contractors.

Reasons to Deny Registration or Revoke a Permit

- Not meeting registration or business requirements.
- Making false statements on applications.
- Violation of this article twice or more within 12 months.
- Failing to maintain insurance.
- Operating in violation of the permit.

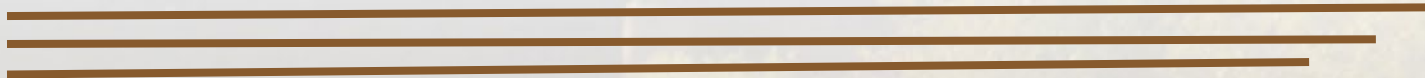
Permit Holders Responsibilities Education

- Educate the Public on:
 - ✓ The use of helmets for safety.
 - ✓ Legal parking of vehicles.
 - ✓ Legal operation, including duty to yield to pedestrians.
 - ✓ Areas where riding is prohibited.

Violations:

- City may inspect all vehicles at any time to confirm compliance.
- City may remove vehicles and impound them after the response time has expired and a fee of \$50 may be charged per violation.
- City may remove vehicles immediately if they are in violation, but a fee will not be imposed.
- Violations are a Class “C” Misdemeanor not to exceed \$500.

Questions?





Bastrop City Hall
1311 Chestnut Street
Bastrop, Texas 78602

**PILOT PERMIT APPLICATION FOR MOTOR-ASSISTED SCOOTERS,
ELECTRICBICYCLES, AND BICYCLES EQUIPPED WITH GPS**

APPLICATION TYPE (check one): New ☐ Renewal ☐ Supplement (if adding units to a licensed system) ☐

APPLICANT INFORMATION

The following information must be provided for the applicant, each officer, director, partner, and any other person who will participate in the business decisions of or who has the authority to enter contracts on behalf of this dockless mobility company. Use addition sheets, as necessary.

Applicant Name:

City:

State:

ZIP Code:

Phone:

E-mail:

PARENT COMPANY

Business Name:

Business Structure (describe):

Address:

City:

State:

ZIP Code:

Contact Name:

Phone:

E-mail:

BUSINESS INFORMATION

Business Name/DBA:

Sales Tax Number:

Business Structure
(check one):

☐ Corporation

☐ Limited Liability
Company

☐ Partnership

☐ Sole Proprietorship

Other (describe):

Address:

City:

State:

ZIP Code:

Phone:

E-mail:

PAST PERFORMANCE AND CURRENT ABILITIES

Have you held a permit issued by the City of Bastrop and/or any adjacent cities or counties that has been revoked? ☐ Yes ☐ No If you answered yes, attach additional sheets explaining why.

Has your company been fined or had property impounded by the City of Bastrop and/or any adjacent cities or counties? ☐ Yes ☐ No If you answered yes, attach additional sheets explaining why.

Does your company have any outstanding fees or fines owed to the City of Bastrop and/or any adjacent cities or counties? ☐ Yes ☐ No

If yes, in what jurisdiction(s)?

Does your company have the ability to geofence and the ability to locate vehicles near or in waterways? ☐ Yes ☐ No

Does your company have the ability to respond to parking violations or vehicles in located in waterways within one hour? ☐ Yes ☐ No

During the pilot program only forty motor-assisted scooters and 20 electronic bicycles can be deployed in the city at one time and staging is only at the north side of 700 block of Spring Street, Northwest corner of Water Street and Pine Street at the northeast corner of Chestnut Street and Haysel Street. Does your company agree to these terms? ☐ Yes ☐ No

INCLUDE THE FOLLOWING ITEMS WHEN SUBMITTING THIS APPLICATION:

1. Proof of insurance documentation that names the City of Bastrop as an additional insured. (City of Bastrop Ordinance 12.14.009 Insurance)
2. Description of method(s) of communication to the customer regarding operation of dockless vehicles. (City of Bastrop Ordinance 12.14.008)
3. A Dockless Unit Inventory List in an electronic spreadsheet listing the total number and type of each unit. (City of Bastrop Ordinance 12.14.006)
4. Non-refundable \$500 annual business fee and \$50 fee for each dockless unit to be operated in the City of Bastrop. Must be payable to the City of Bastrop. (City of Bastrop Ordinance 12.14.005 (c))



STAFF REPORT

MEETING DATE: June 8, 2021

AGENDA ITEM: 11D

TITLE:

Consider action to approve the second reading of Ordinance No. 2021-07 (Listed on first reading as Ordinance No. 2021-54) of the City Council of the City of Bastrop, Texas adopting amendments to Chapter 8 – Signs, including, Section 8.1.007 Non-conforming Signs, Section 8.1.009 Signs Requiring a Permit, Section 8.1.011 Sign Permit Requirements, Article 8.2 Master Plans, Article 8.3 On-Premises Sign Types & Standards, and Article 8.4 Temporary Signs, and Chapter 10 – Section 10.1.002 Definitions of the Bastrop Building Block B3 Code, as attached in Exhibit A; and providing for findings of fact, adoption, repealer, severability, and enforcement; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

At the January 28, 2021, the Assistant Planning Director provided an update on the Bastrop Building Block (B³) Code and provided specific sections of the Code that need revisions identified during the implementation phase. Chapter 8 – Signs is a part of the code that the business community has provided feedback, especially on the State Highway 71 and State Highway 95 corridors. Attachment 1 contains a summary of the proposed amendments.

PLANNING & ZONING COMMISSION RECOMMENDATION:

Planning & Zoning Commission discussed the proposed amendments at a workshop March 25, 2021 meeting. At the April 29, 2021 regular meeting, the commission reviewed and unanimously recommended approval of the proposed amendments to Chapter 8 – Signs and Chapter 10 Definitions.

RECOMMENDATION:

The Assistant Planning Director recommends approving the second reading of Ordinance No. 2021-07 (Listed on first reading as Ordinance No. 2021-54) of the City Council of the City of Bastrop, Texas adopting amendments to Chapter 8 – Signs, including, Section 8.1.007 Non-conforming Signs, Section 8.1.009 Signs Requiring a Permit, Section 8.1.011 Sign Permit Requirements, Article 8.2 Master Plans, Article 8.3 On-Premises Sign Types & Standards, and Article 8.4 Temporary Signs, and Chapter 10 – Section 10.1.002 Definitions of the Bastrop Building Block B3 Code, as attached in Exhibit A; and providing for findings of fact, adoption, repealer, severability, and enforcement; and establishing an effective date.

ATTACHMENTS:

- Ordinance No. 2021-07 (Ordinance No. 2021-54)
- Exhibit A – Draft Amendments
- Attachment 1 – Summary of Amendments

**ORDINANCE NO. 2021-07
(LISTED ON FIRST READING AS ORDINANCE NO. 2021-54)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ADOPTING AMENDMENTS TO CHAPTER 8 – SIGNS, INCLUDING, SECTION 8.1.007 NON-CONFORMING SIGNS, SECTION 8.1.009 SIGNS REQUIRING A PERMIT, SECTION 8.1.011 SIGN PERMIT REQUIREMENTS, ARTICLE 8.2 MASTER PLANS, ARTICLE 8.3 ON-PREMISES SIGN TYPES & STANDARDS, AND ARTICLE 8.4 TEMPORARY SIGNS, AND CHAPTER 10 – SECTION 10.1.002 DEFINITIONS OF THE BASTROP BUILDING BLOCK B3 CODE, AS ATTACHED IN EXHIBIT A; AND PROVIDING FOR FINDINGS OF FACT, ADOPTION, REPEALER, SEVERABILITY, AND ENFORCEMENT; 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 Local Government Code; and

WHEREAS, the City seeks to ensure that impending and future development is conducted in a fiscally-sustainable and environmentally responsible manner that honors the City’s rich heritage and unique ecological makeup; and

WHEREAS, controlled placement of signs could have a positive impact on the businesses and economic development of the City; and

WHEREAS, the uncontrolled placement of signs could have a negative impact on the health, safety, and aesthetics of the City; and

WHEREAS, regulation of signs in the City will substantially promote the City’s interest in preserving the aesthetic beauty of the City while also promoting economic development; and

WHEREAS, the Bastrop Building Block (B³) Code, was adopted on November 12, 2019, which included Chapter 8 - Signs; and

WHEREAS, through implementation of the B³ Code Chapter 8 – Signs, amendments have been identified to improve the regulation of signs; and

WHEREAS, the amendments to the B³ Code, Chapter 8 - Signs was recommended for approval by the Planning and Zoning Commission on April 29, 2021.

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

Section 1: Findings of fact

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

Section 2: Adoption and Amendment

The City Council hereby adopts the amendments to the Bastrop Building Block (B3) Code, as attached in Exhibit A.

Section 3: Repealer

In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

Section 4: Severability

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

Section 5: Enforcement

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

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

Section 6: Effective Date

This Ordinance shall be effective immediately upon passage and publication.

READ & ACKNOWLEDGED on First Reading on the 25th day of May 2021.

READ & APPROVED on the Second Reading on the 8th day of June 2021.

APPROVED:

by

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CHAPTER 8: SIGNS



ARTICLE 8.1 SIGNS

SEC. 8.1.001 INTENT

The intent of regulating Signs that are visible from the Public Frontage is to ensure proper dimensioning and placement with respect to existing or planned architectural features, to maintain or improve public safety, to maintain or improve the aesthetic character of the context where they are located, and to provide legible information for pedestrians, not just drivers.

SEC. 8.1.002 PURPOSE

The purpose of a Sign permit is to authorize the display, erection, rebuilding, restructuring, expansion, relocation, or structural Alteration of any on-premise or Off-Premise Sign.

SEC. 8.1.003 APPLICABILITY

These Standards apply to all property within the City Limits and the ETJ of the City of Bastrop as it exists at the time this Code was adopted and as it may be amended and expanded in the future.

SEC. 8.1.004 ENFORCEMENT

- (a) It is an offense for a person to violate, a section of this chapter designated as an offense commits a misdemeanor punishable by a fine. A violation occurs when a person violates or causes, allows, or permits a violation of this chapter.
- (b) Each violation of this chapter designated as an offense constitutes a separate offense.
- (c) No culpable mental state is required to prove an offense under this chapter if this offense involves:
 - (1) Placement of a Sign in the right-of-way;
 - (2) Placement of a Sign in another person's property without the person's permission; or,
 - (3) Placement of a Sign that encumbers access to a person's property or encumbers use of a Street, Sidewalk, trail, Path, or Driveway.
 - (4) Placement of a sign unlawfully situated in a required Sight Triangle.

SEC. 8.1.005 PROHIBITED SIGNS

(a) All Signs are prohibited in the City Limits and the Extraterritorial Jurisdiction (ETJ) unless:

(1) Constructed, maintained, structurally altered, or improved pursuant to a valid permit when required under this Code; and,

(2) Expressly authorized under the City of Bastrop's B³ Code.

(b) Signs that cannot be expressly authorized include:

(1) Signs located in or projected over any public right-of-way or across the public right-of-way line extended across a railroad right-of-way, except when attached to and projecting no more than 18 inches from a Building wall legally located at or near the right-of-way line in the City Limits or in the ETJ.

(2) Portable Signs.

(3) Off-Premise Sign (including Billboards) containing Commercial advertising for the sale, rent, or lease of goods, real property, or services.

(4) Signs with lights that blink, fluctuate, or move. Light rays must shine only upon the Sign and upon the property within the Premises where the Sign is located.

(5) Signs of a size, location, movement, coloring, or manner of illuminating that may be confused with or construed as a traffic control device.

(6) Signs that are attached to any utility pole or wire, traffic Sign, or public easement or are placed on government-owned property unless placed by written permission of the governmental entity.

(7) Signs that obstruct any fire escape, required exit, window, or door opening intended as a means of egress.

(8) Boxes, tires, or other goods stored in view of the Street, etc. that have large product identification that serves as a Sign.

(9) Feather Banners.

(10) Commercial Signs or advertising materials that are worn, held, or attached to a person's body advertising the sale of goods, real property, or services.

(11) Balloon Signs.

(12) Inflatable Signs.

~~(13) Banners.~~

~~(14)~~(13) Pennants.

~~(15)~~(14) Pole Signs other than along Hwy. 71.

~~(16)~~(15) Roof Signs (including Signs that are otherwise authorized but are placed on a roof or on a Mobile Food Vendor or vehicle).

~~(17)~~(16) Signs placed or attached to trees, bushes, planters, benches, or other Pedestrian elements.

~~(18)~~(17) Signs on trash receptacles except for Signs that are required by law, provide direction on the trash receptacle's use, provide safety instructions, or are otherwise customarily found on trash receptacles as a means of identifying the trash collection company.

~~(19)~~(18) Flags with a Commercial message.

SEC. 8.1.006 OFF-PREMISE SIGNS (BILLBOARDS)

(a) No permit for Alteration or relocation may be issued for an off-Premises Signs.

(b) Alteration. An off-Premises Sign may not be altered regarding amount of surface area, shape, orientation,

Height, illumination, or location without the prior issuance of a Sign Alteration or relocation permit. Ordinary and routine necessary repairs that do not change the size, shape, orientation, Height, illumination, or location of an inventoried off-Premises Sign do not require an Alteration permit. A Sign Alteration permit expires if the approved modifications are not completed within 90 days of permit issuance.

(c) Maintenance. If the City finds that any off-Premises Sign is not maintained in good repair, the City will notify and order the owner to repair the Sign within 30 calendar days. If the City finds that the Sign Structure or Sign area of an off-Premises Sign has deteriorated more than 60% of its replacement value or is not repaired within 30 calendar days, the City shall notify the owner of the off-Premises Sign and the owner of the real property where the off-Premises Sign is located to remove the off-Premises Sign or poster panel from the property within a specified time. Replacement of more than 60% of an off-Premises Sign during one calendar year shall void the legal nonconforming status of the Sign and require immediate Removal or conformance with current Standards. All off-Premises Signs ordered to be removed shall be stricken from the authorized list.

(d) No existing billboard shall exceed 40 feet in Height from the ground level. No existing billboard shall interfere with the visibility of pedestrians or drivers of motor vehicles at Street intersections or otherwise obstruct traffic or create a traffic hazard.

SEC. 8.1.007 NONCONFORMING SIGNS

(a) Signs in Existence Prior to this Code. A Sign existing on the effective date of the Development Code that violates this Article or any other ordinance, and a Sign that comes under the jurisdiction of this Chapter due to the expansion of the City, is a legal Nonconforming Sign and may be continued, repaired, and maintained in good condition, but may not be otherwise altered.

(b) Voluntary Removal. Voluntary Removal of a Nonconforming Sign for purposes other than maintenance shall terminate its status as a legal Nonconforming Sign. Replacing a Sign cabinet is not considered maintenance.

(c) Existing Electronic Message Signs must meet the following standards:

(1) Illumination:

- A. No sign shall be brighter than is necessary for clear and adequate visibility.
- B. No sign shall be of such intensity or brilliance as to impair the vision of a motor vehicle driver or to otherwise interfere with the driver's operation of a motor vehicle.

C. No sign shall be of such intensity or brilliance that it interferes with the effectiveness of an official traffic-control sign, device or signal.

D. All signs must be equipped with a mechanism that automatically adjusts the brightness of the display in response to ambient conditions, such that the display is automatically dimmed as ambient light levels decrease.

E. The illumination of a sign at full brightness shall not exceed 0.3 footcandles above the footcandle level with the sign turned off when both measurements are taken perpendicular to the sign at a distance determined by the following formula: measurement distance = square root of area of sign in square feet x 100.

F. All signs shall contain a default mechanism that will cause the sign to revert immediately to a black screen if the sign malfunctions.

(2) Changing Message:

A. Any change of pictures or information on the sign shall not produce the illusion of scrolling, moving objects, expanding or contracting shapes, rotation, or any similar effect of animation.

B. Any change of pictures or information on the sign shall not change more often than once every eight (8) seconds except for message display of time or temperature. Each change of pictures or information must constitute a complete phrase or thought and not be the completion of a previous phrase or thought. Each change of pictures or information must be completed in two (2) seconds or less and may not include visually distracting techniques such as flashing, racing, strobing, twinkling, animation, etc.

Formatted: Font: Not Bold

Formatted

Formatted: Numbered + Level: 3 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.9" + Indent at: 1.12"

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted

Formatted

SEC. 8.1.008 EXEMPTED SIGNS

(a) The following Signs authorized under this Section are authorized in every Place Type or property in the ETJ without a permit, unless specifically required below:

(1) Government Signs including Signs placed by the City, state, or federal government governing in their official capacity. Including:

A. The Sign Banner Plaza is operated by the City for the benefit of the community to promote permitted special events and non-profits organizations.

~~(1)~~B. Light pole-mounted banners are limited to poles owned and maintained by the City to communicate City initiatives and events.

(2) Traffic control devices that are erected and maintained to comply with the Texas Manual on Uniform Traffic Control Devices.

(3) Signs required by this section.

(4) Signs required by other law, including federal, state, or local law, including a Sign that a property owner is required to post on the owner's property to warn of a danger or to prohibit access to the property either generally or specifically; the owner must comply with the federal, state, or local law to post a Sign on the property.

(5) Official governmental notices and notices posted by governmental officers in the performance of their duties for regulatory purposes such as neighborhood

Formatted: Character scale: 100%

Formatted: Highlight

Formatted: Character scale: 100%, Highlight

Formatted: Highlight

Formatted: Justified

crime watch areas, to identify Streets, or to warn of danger including those placed by the City, County, federal or state.

(6) Signs displayed on trucks, buses, trailers, mobile food vendors, or other vehicles that are less than 32 square feet and are being operated as motor vehicles, provided that the primary purpose of the vehicles is not for display of Signs and provided that they are parked in areas appropriate to their use as vehicles, are in operable condition, and carry a current and valid license plate and state inspection tag. Vehicle Signs shall conform to the following restrictions:

- A. Vehicular Signs shall contain no flashing or moving elements;
- B. Vehicular Signs shall not be attached to a vehicle so that the driver's vision is obstructed from any angle; and,
- C. Signs, lights and signals used by authorized emergency vehicles shall not be restricted.

(7) Vending Machine Signs where the Sign Face is not larger than the normal dimensions of the machine to that the Sign is attached.

(8) Memorial Signs or tablets when cut into any masonry surface or attached to a Building when constructed of

bronze or other metal up to 6 square feet as part of a Building.

(9) Real Estate Signs.

- A. Signs containing the message that the real estate where the Sign is located is for sale, lease, or rent together with information identifying the owner or agent.
- B. A real estate Sign may not exceed 4 square feet in size for Residential properties or 16 square feet in size for Nonresidential properties.

(10) Any Sign wholly within the confines of a Building and oriented to be out of view from outside the Building.

(11) Any Sign ~~who~~ wholly within the confines of a sports field or court and oriented to be out of view from outside the field or court. No Sign under this section may be larger than 32 square feet. The maximum Height for a field Sign shall not exceed 6 feet.

(12) A non-Commercial Sign that is carried by a person or is a bumper sticker on a vehicle.

(13) Business-related Signs on or visible through doors or windows indicating: store hours, security systems, trade organization memberships, credit cards accepted, no solicitation, and open/closed. These Signs will not count towards the cumulative Sign area limits so long as their total cumulative Sign area does not exceed 5 square feet.

(14) Changing a Commercial message to a noncommercial message on any legal Sign surface. Any Sign surface where a Commercial message may contain a noncommercial message.

SEC. 8.1.009 SIGNS REQUIRING A PERMIT

(a) Building Signs:

A Building Sign is an on-Premises Sign that is directly attached to, erected on, or supported by a Building or other Structure having a principal function other than the support of such Sign.

(1) Building Signs Types:

~~A.~~ ~~Address Sign~~

~~B.~~ ~~A.~~ Awning Sign

~~C.~~ ~~B.~~ Band Sign

~~D.~~ ~~C.~~ Blade Sign

~~E.~~ ~~D.~~ Marquee Sign

~~F.~~ ~~E.~~ Nameplate Sign

~~G.~~ ~~F.~~ Outdoor Display Case Sign

~~H.~~ ~~G.~~ Window Sign

(2) General Requirements:

- A. Size. The maximum size of the sum of the area of all Building Signs may not exceed 15% of the Facade area of the tallest floor.
- B. Number. More than one Building Sign may be erected, provided the total surface area allowed is not exceeded.
- C. Height. No Building Sign may extend above the parapet wall or roof line of the Building.
- D. Projection / Clearance. With the exception of a blade Sign, no Building Sign may project more than ~~7~~6 inches from the Building wall. All Signs that project more than ~~6~~7 inches from the wall must maintain a clear Height of 8 feet above the ground.

E. Illumination. Building Signs may only be externally illuminated—, except for Band Signs in the SH 71, SH 95 or Loop 150 Corridors. No Sign may be illuminated except during operating hours of the use with which it is associated. Lighting shall be directly directed down toward the Sign and shielded so that it doesnot shine directly into a public right-of-way and does not interfere with the safe vision of motoristsor people passing by. All Standards must meet the ~~the~~ Lighting Standards within this Code. Internal illumination shall not operate at brightness levels of more than 0.2 foot-candles above ambient light conditions at the property line, as measured using a foot-candle meter. The total lumen output of all signs cannot exceed 10% of the total lumen allowance in Section 6.6 – Outdoor Lighting.

~~E.~~

(b) Freestanding Signs:

A Freestanding Sign is an on-Premises Sign not directly attached to, erected on, or supported by a Building or other Structure having a principal function other than the support of such Sign, but instead attached to, erected on, or supported by some Structure such as a pole, frame, or other Structure that is not a part of the Building.

(1) Small Freestanding Signs Types:

A. Sidewalk Sign

B. Yard Sign

B.C. Directional Sign

(2) General Requirements:

Formatted: Justified, Indent: Hanging: 0.22", Right: 0.04", Space Before: 5.7 pt, Tab stops: 0.81", Left + Not at 1.06"

Formatted: Justified, Indent: Left: 0.33", Hanging: 0.22", Space Before: 12.1 pt, No bullets or numbering, Tab stops: Not at 0.81"

Formatted: Normal, Left, Indent: Left: 0.58", No bullets or numbering

A. Size. Allocation of Sign area is based on the linear Frontage of the Project Site. A maximum Sign area of 1 square foot for each 2 linear feet of Frontage, provided that the maximum surface area does not exceed 16 square feet.

B. Number. One ~~Freestanding-Sidewalk Sign or Yard~~ Sign is allowed on any Lot. If a Master Sign Plan is approved, two ~~Freestanding~~ Signs may be allowed on a Lot or Project having a minimum Frontage of 300 feet. Directional Signs cannot exceed the number of driveways

C. Illumination. Small Freestanding Signs may only be externally illuminated. Lighting shall be directly directed down toward the Sign and shielded so that it does not shine directly into a public right-of-way and does not interfere with the safe vision of motorists or people passing by. All Standards must meet the City's Code.

~~C.~~ D. Sight Triangle. Signs cannot be located within the Sight Triangle, as defined in the B³ Technical Manual Section 2.0.011.

(3) Large Freestanding Sign Types:

A. Monument Sign

B. ~~and Pylon~~/Pole Signs:

(4) General Requirements:

A. Size: Cannot have a ratio of less than 4:1 sign width to narrowest width of support structure. Must follow standards in Article 8.3.

B. Number. One Sign per street frontage of a lot.

C. Illumination: Large Freestanding Signs may only be externally illuminated unless approved by Warrant or located within the SH 71/SH 95/Loop 150 Corridors.

i. External lighting shall be directly directed down toward the Sign and shielded so that it does not shine directly into a public right-of-way and does not interfere with the safe vision of motorists or people passing by. All Standards must meet the City's Code.

ii. Internal illumination shall not operate at brightness levels of more than 0.2 foot-candles above ambient light conditions at the property line, as measured using a foot-candle meter. The total lumen output of all signs cannot exceed 10% of the total lumen allowance in Section 6.6 – Outdoor Lighting.

D. Locations for Sign Corridors:

i. SH 71 Corridor. The area located 720 feet from the centerline of the adjacent main lane of State Highway 71.

Formatted: Character scale: 100%

Formatted: Character scale: 100%

Formatted: Highlight

Formatted: Superscript, Highlight

Formatted: Highlight

Formatted: Character scale: 100%

Formatted: Character scale: 100%

Formatted: Justified

Formatted: Not Expanded by / Condensed by

Formatted: Character scale: 100%

ii. SH 95 Corridor. The area located 330 feet from the centerline of the lane of State Highway 95.

iii. Loop 150 Corridor. The area located 330 feet from the centerline of Loop 150, south of the Colorado River.

iv. All Signs must be located within 25 feet of the property line.

E. Sight Triangle. Signs cannot be located within the Sight Triangle, as defined in the B³ Technical Manual Section 2.0.011.

(e)

~~A Freestanding Sign with single or multiple tenants, no more than 35 feet in Height, and having a ratio of less than 4:1 Sign width to narrowest width of support structure.~~

(c) Incidental Sign

Signs that are intended for the convenience of the public, which are informational only, and which do not include the advertising of products or services. Such signs include business hours signs, credit card signs, entrance and exit signs, and similar signs, some of which may be required by law for safety purposes.

(1) General Requirements:

A. Size. Sign area cannot exceed 12 square feet.

B. Number. No limit. Incidental signage on buildings will count toward 15% area total.

C. Cannot be illuminated.

Formatted: Character scale: 100%

Formatted:

Formatted: Character scale: 100%

Formatted: List Paragraph, Left, Numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.29" + Indent at: 1.54"

Formatted: Character scale: 100%

Formatted: Highlight

Formatted: Left, Indent: Left: 0.82", Right: 0.08", Space Before: 12.15 pt, Line spacing: Multiple 1.42 li, No bullets or numbering, Tab stops: 1.06", Left + Not at 0.32"

Formatted: Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.08" + Indent at: 0.31"

SEC. 8.1.010 ON-PREMISES FREESTANDING SIGNS (MONUMENT SIGN)(RESERVED)

~~(a) Allowed Signs and Standards. Permanent on-Premises Freestanding Signs are subject to the following Standards:~~

~~(1) The number of these Signs on a Premises is limited to one per Street frontage. The following are not counted in this limitation:~~

~~A. Directional Signs up to 12 square feet in area, provided the number of these Signs does not exceed the number of driveways; and~~

~~(b) Maximum Height~~

~~(1) The maximum Height of any on-Premises Signs shall not exceed the following:~~

~~A. 35 feet along all Thoroughfares within P5 Place Types.~~

~~(c) Maximum Sign Area.~~

~~(1) A Signs Height to width ratio may not exceed 4:1.~~

SEC. 8.1.011 SIGN PERMIT REQUIREMENTS

(a) Applications for a Sign permit must be processed through the City pursuant to this Code.

(b) Requirements. Except as otherwise provided for herein, no Sign shall be erected, posted, painted, or otherwise produced, changed, or reconstructed, in whole or in part, within the City Limits and ETJ of the City without first obtaining a permit.

(c) Applications: Application for a permit required by this Code shall be made upon forms provided by the City. The Application for Sign permits shall contain all information, drawings, and specifications necessary to fully advise the City of the type, size, shape, location, Place Type Zoning District, if within City Limits, Construction, and materials (if in Historic District) of the proposed Sign, and the Building Structure or Premises where it is to be placed. Drawings shall also show all existing Signs on the property. An Application is not considered complete until all necessary information listed in this Code are provided with the Application.

(d) Application for permit. An application for a Sign permit must be Filed with the City. An Application for any Sign must state the date when the owner intends to erect the Sign.

(e) All Applicants must provide sufficient proof, to be determined by the City, showing a real property ownership interest in the property where the Sign will be

located or sufficient proof of authorization from the real property owner for Sign placement on the property.

(f) An Application shall include:

- (1) Name, address, and telephone number of the owner of the Sign;
- (2) Name, address, and telephone of lessor sponsoring the Sign, if any;
- (3) Name, address, and telephone number of the contractor, if any, installing the Sign;
- (4) Name, address, and telephone number of the property where the Sign is to be installed;
- (5) Date when it is to be installed;
- (6) Place Type Zoning District, if in the City Limits, where the proposed Sign will be located;
- (7) Any Warrant that will be requested or has been approved; and,
- (8) An illustration or photograph including the location, appearance, and dimensions of the proposed Sign.

~~(9)~~ An illustration or photograph of the position of the Sign on a Building or on the ground in plain view, drawn to scale, and Elevation views, drawn to scale.

~~(9)~~~~(10)~~ **A scaled illustration of Sight Triangles, per the B3 Technical Manual, Section 2.1.011, for all Freestanding or Temporary Signs.**

~~(10)~~~~(11)~~ If required by the City, a copy of stress sheets and calculations showing that the structure is designed for dead load and wind pressure in any direction and in any amount required by this chapter or by the Building Code or other laws adopted by the City.

~~(11)~~~~(12)~~ An application is not considered complete unless all the above information is provided with the Application.

(g) The City shall promptly process the Sign permit Application and approve the Application, reject the Application, or notify the Applicant of deficiencies in the Application within 21 calendar days after receipt. Any Application that complies with all provisions of this Code, the Building Code, and other applicable laws, Standards, and ordinances shall be approved after inspection and approval of the plans and the Site.

Formatted: Indent: Left: 0.33", Hanging: 0.22", Right: 0", Space Before: 12.1 pt, Line spacing: single, No bullets or numbering, Tab stops: Not at 0.57"

Formatted: Highlight

(1) If the Application is rejected, the City shall provide in writing a list of the reasons for the rejection. An application shall be rejected for non-compliance with the terms of this Code, Building Code, B³ Technical

Manual or other applicable law, Standards, or ordinance. If the permit Application does not comply with the City ordinances after resubmission and review by City and no variances have been applied for, the Applicant must pay a reapplication fee before the City will review the Application again.

- (2) ~~If no action is taken by the City within 21 calendar days after receipt, the City shall not collect a fee for the Sign permit Application. The City then shall approve or reject the Application as soon as practical after the 21-day deadline. A new 21-day deadline begins at each submission. However, if~~ the City has not approved or rejected the permit within 45 calendar days after the completed Application is Filed, the Applicant ~~can~~ may file a complaint to the ZBA as if the permit had been denied.

(h) Duration and revocation of permit. If a Sign is not completely installed within 6 months following the issuance of a Sign permit, the permit shall be void. The City may revoke a Sign permit under any of the following circumstances:

- (1) The City determines that information in the Application was materially false or misleading;

(2) The Sign as installed does not conform to the Sign permit Application;

(3) The Sign violates this Code, Building Code, B³ Technical Manual, or other applicable law, standard, or ordinance; or

(4) The City determines that the Sign is not being properly maintained or has been abandoned.

(i) Warrants. Items listed as available for approval with a Warrant shall be applied for prior to submitting the sign application. The Warrant will be reviewed and approved by the Sign Administrator.

(j) Appeals. If the City denies a permit, the Applicant may Appeal to the Zoning Board of Adjustment through Warrant granted by the Planning & Zoning Commission.

(k) All applications for permits shall include a drawing to scale of the proposed Sign and all existing Signs maintained on the Premises and visible from the right-of-way, a drawing of the Lot plan or Building Facade indicating the proposed location of the Sign, and specifications for its Construction, Lighting, motion, and wiring, if any. All drawings shall be of sufficient clarity to show the extent of the work.

Formatted: Character scale: 100%

~~(k)~~Qualifications. Only those individuals who properly obtained a permit by the City, the City's designee, or other statutorily required permit or approval shall receive a permit to erect or alter any Sign. Permits for the

installation, erection, or Alteration of any electrical components on a Sign shall be issued only to those individuals who hold a Commercial Sign operator's license and master electrician's license. It is an offense for any person licensed under the provisions of this Code to obtain a permit on behalf of, or for the benefit of, any unlicensed person whose Business activities are such that such unlicensed person would need a license to obtain a permit.

(l) Conditions for issuing permits. No permit for the erection or Alteration of any Sign over any Sidewalk, Alley, or other public property, or on or over any roof or Building shall be issued to any person except upon the condition that the permit may be withdrawn at any time, at which time the Sign shall be immediately removed by the Responsible Party, who will also be liable under the penalties provided for in this Code.

(m) Issuance. A new permit shall not be issued when:

(1) An existing billboard (Off-Premises) Sign is in a deteriorated, unsafe, or unsightly condition.

(2) A Sign on the Premises is not in compliance with this Code.

(3) Authorization of the property owner where the Sign is to be placed has not been obtained.

(4) Inspection. Any Sign that a permit is issued shall be inspected after its erection for conformity to the provisions of this Code.

(5) Fees. No permit shall be issued until applicable fees have been paid to the City. Fees may be subject to change without prior notification. The Sign permit fee schedule shall be in accordance with the fee schedule enacted by the City Council and located at City Hall.

(6) Before any permit may be issued for a new Sign under this chapter, the Responsible Party shall modify or remove any of its own nonconforming Signs and Sign structures displayed or erected on the same property that the permit is being sought, so that all the Signs and Sign structures they are responsible for on the property conform to the provisions of this chapter. This provision does not apply to real estate Signs, banners, temporary Signs, or Sidewalk Signs. This provision does not apply to nonconforming Signs with a Variance.

ARTICLE 8.2 MASTER SIGN PLANS

(a) A Master Sign Plan is a comprehensive document containing specific regulations for an entire Project's Signs. Master Sign Plans are appropriate for Planned Development Districts, Master Planned Developments, development agreements or in the case where a Project applicant is seeking several variances to the Signs Chapter of the B³ Code. ~~Master Sign Plans may be submitted with Zoning Concept Schemes or Neighborhood Regulating Plans.~~

(1) Master Sign Plans for areas with a multi-unit complex are highly encouraged to meet the unique needs of each multi-unit complex.

~~(2) All owners, tenants, subtenants and purchasers of individual units within the Development shall comply with the approved Master Sign Plan.~~

~~(3) Master Sign Plans are not appropriate for a single tenant to increase the amount or size of signage.~~

~~(4) A change in Sign Types cannot be approved if not allowed in the base Place Type District for the site.~~

~~(2)(5) Cannot include changes to non-conforming signs.~~

SEC. 8.2.001 APPROVAL OF MASTER SIGN PLANS

(a) A Responsible Party that seeks approval of a Master Sign Plan must file a request for a Master Sign Plan with the Sign Administrator along with a Sign permit fee, as stated

in the City's most recent fee schedule. The Sign Administrator will indicate what documentation the Responsible Party must provide in support of the request.

Formatted: Character scale: 100%

Formatted: Character scale: 100%

Formatted: Character scale: 100%

- (b) Once the necessary documentation has been provided to the Sign Administrator, the Sign Administrator may administratively deny or approve the Master Sign Plan, with or without conditions.
- (c) The Sign Administrator may determine to present the Master Sign Plan to the City Council for approval or denial in lieu of Administrative Approval.
- (d) If the Responsible Party disagrees with a decision of the Sign Administrator to deny a Master Sign Plan, or disagrees with the conditions placed on a Master Sign Plan by the Sign Administrator, the Responsible Party may submit a written request that the City Council review the Master Sign Plan request, the supporting documents, and the Sign Administrator's decision. The City Council can affirm, reverse, or modify the decision of the Sign Administrator.
- (e) The City Council has final authority to approve a Master Sign Plan or conditions on a Master Sign Plan.
- (f) A Master Sign Plan ordinance can modify Variance procedures for its specific property.

SEC. 8.2.002 PROCEDURE FOR VARIANCES TO MASTER SIGN PLANS

- (a) A Responsible Party that wants a Variance from a Master Sign Plan adopted under this chapter must file a request for Variance with the Sign Administrator along with a Variance fee, as stated in the City's most recent fee schedule. The Sign Administrator will indicate what documentation the Responsible Party must provide in support of the request.
- (b) Once the necessary documentation has been provided to the Sign Administrator, the Sign Administrator may administratively deny or approve a Variance, with or without conditions, from an adopted Master Sign Plan if the change is related to:
 - (1) Change the location of the Sign within the area designated by the Master Sign Plan;
 - (2) Change the location of the Sign within the right-of-way or into the right-of-way so long as a license agreement is presented and approved by the Sign Administrator;
 - (3) Change illumination of the Sign so long as the illumination complies with Section 6.5.004 - Outdoor Lighting;
 - (4) Change of Sign Face so long as the size of the Sign Face is not increased;
 - (5) Change in number of panels or size of panels on a Monument Sign so long as total size of Sign Face is not increased; or
 - (6) Change in letter size or line number so long as total size of Sign Face is not increased.
- (c) Administrative Approval is not allowed and Variance procedures in Section 8.2.003 - Variances - shall be followed if:
 - (1) Additional Signs are requested;
 - (2) Increase in the size of the Sign is requested;
 - (3) Change in Sign type is requested;
 - (4) Increase in the Height of the Sign is requested; or
 - (5) The Sign Administrator determines the Variance request shall be reviewed in the regular Variance process.

- (d) If the Responsible Party disagrees with a decision of the Sign Administrator to deny a Variance request, or disagrees with the conditions placed on a grant of a Variance by the Sign Administrator, the Responsible Party may submit a written request that the ZBA review the Variance request, the supporting documents, and the Sign Administrator's decision. The ZBA can affirm, reverse, or modify the decision of the Sign Administrator.
- (e) The ZBA has final authority to approve a Variance or conditions on a Variance.
- (f) A Master Sign Plan ordinance can modify Variance procedures for its specific property.

SEC. 8.2.003 VARIANCES

- (a) A Responsible Party that wants a Variance from the Sign Chapter of the B³ Code must file a request for Variance with the Sign Administrator along with a Variance application fee, as stated in the City's most recent fee schedule. The Sign Administrator will indicate what documentation the Responsible Party must provide in support of the request.
- (b) Once the complete and necessary documentation has been provided to the Sign Administrator, the Sign Administrator shall review the request and make a

determination based on the documentation provided by the Responsible Party.

- (c) The Sign Administrator may, in specific cases and subject to appropriate conditions, and only after a finding based on the evidence presented that strict compliance with the requirements of this Chapter will result in substantial undue hardship, sufficient mitigation, or inequity to the applicant without sufficient corresponding benefit to the City and its citizens in accomplishing the objectives of this Chapter:
 - (1) Permit a Variance for a noncommercial or Commercial Sign of the Setback, effective area, size of internal components of a Sign so long as total size of Sign Face is compliant, or Height requirements of this Chapter;
 - (2) Authorize one additional Sign on Premises more than the number permitted by this Chapter; or
 - (3) Approve an increase in Height up to four (4) feet.
- (d) Other requests for variances shall be forwarded to the ZBA. The ZBA may decide, subject to appropriate conditions, and only after a finding based on the evidence presented that strict compliance with the

requirements of this Code will result in substantial undue hardship, sufficient mitigation, or inequity to the applicant without sufficient corresponding benefit to the City and its citizens in accomplishing the objectives of this Chapter.

The Sign Administrator and ZBA shall consider:

- (1) Special or unique hardship because of the size or shape of the property on which the Sign is to be located, or the visibility of the property from public roads.
- (2) Hardship claim based on the exceptional topographic conditions or physical features uniquely affecting the property on which a Sign is to be located.
- (3) Proposed Sign location, configuration, design, materials and colors are harmonious.
- (4) The Sign and its supporting structure is in architectural harmony with the surrounding Structures.
- (5) Mitigation measures related to the Sign in question or other Signs on the same Premises.
- (6) Demonstrated and documented correlation between the Variance and protecting the public health and safety.
- (7) Whether the Sign could have been included in a Master Sign Plan. Master Sign plans are highly encouraged. The City will be more inclined to favorably consider a Variance request when the Variance is part of a Master Sign Plan. There will be a presumption against granting variances piecemeal, ad hoc, on a case-by-case basis when the Sign for which a Variance is sought could have been included in a Master Sign Plan and considered in the course of a comprehensive review of the entire Project's signage.
- (8) The Sign Administrator may authorize the remodeling, renovation, or alteration of a Sign when some nonconforming aspect of the Sign is thereby reduced.
- (f) Where a permit was required for a Sign's erection according to the law in effect at the time the Sign was erected and where the Sign Administrator finds no record of a permit being issued, the Sign Administrator may authorize the issuance of a replacement permit when, from the evidence presented, the Sign Administrator finds either that a permit was issued or that arrangements were made with a sign company to obtain such permit.

(g) If a Variance applicant wishes to appeal the decision of the Sign Administrator, the applicant shall file for an appeal with the ZBA within 10 days of receipt of the Sign Administrator's decision. The ZBA shall consider the appeal at its next regular meeting or as soon as practicable. The ZBA shall either:

- (1) Approve, reject, or approve upon condition the Variance Application, if any, at its meeting;
- (2) Postpone its decision on the request of the applicant; or,
- (3) Postpone its decision to its next regular meeting for good cause based on need for further review by the board of adjustment. Upon approval by the board of adjustment, the Sign permit and variances, if any, the permit shall be issued by the city administrator or the administrator's designee.

SEC. 8.2.004 CONDITIONS

(a) The Sign Administrator or ZBA may impose conditions upon the granting of a Variance under this chapter. Such conditions must be related to the Variance sought and be generally intended to mitigate the adverse effects of the Sign on neighboring tracts and the general aesthetic ambiance of the community. A non-exhaustive list of

examples of conditions include increased setbacks, added vegetation, muted colors, and decreased Lighting. The ZBA may condition Sign variances on the Responsible Party bringing other existing, nonconforming Signs into compliance with current regulations. A Responsible Party's failure to comply with conditions placed on a Variance may result in the ZBA voiding the Variance and authorizing all available code enforcement actions and other remedies available in equity or at law.

ARTICLE 8.3 ON-PREMISE SIGN TYPES & STANDARDS

		PLACE TYPES ►	P2	P3	P4	P5	SPECIFICATIONS ▼
ADDRESS SIGN		P	P	P	P		a. Quantity: 1 per Address max. b. Area: 2 sf max. c. Width: 24 in max. d. Height: 12 in max. e. Depth / Projection: 3 in max. f. Clearance: 4.5 ft min. g. Letter Height: 6" max.
DESCRIPTION	Address Signs shall be made easily visible through the use of colors or materials that contrast with their background and shall be attached to the Facade or Principal Entrance of the unit they identify.						
SIGN DETAILS	i. Address Sign numerals applied to a House-form Residential, Commercial, or office buildings shall be between 4 and 6 inches tall. Address Sign numerals applied to individual Dwelling units in apartment buildings shall be at least 2 inches tall. ii. Address Signs shall be easily visible by using colors or materials that contrast with their background. iii. Address Signs shall be constructed of durable materials. iv. The address Sign shall be attached to the front of the Building in proximity to the Principal Entrance or at a mailbox.						

Formatted: Tab stops: 0.44", Left

ba)

AWNINGS &
SIGNS



PLACE TYPES ►

P2

P3

P4

P5

SPECIFICATIONS ▼

- a. **Quantity:** 1 per window-awning section max.
- b. **Area:** n/a
- c. **Width:** width of face max.
- d. **Height:** n/a
- e. **Depth / Projection:** 4 ft min.
- f. **Clearance:** 8 ft min.
- g. **Letter Height:** 5 in min., 10 in max.
- h. **Valance Height:** 12 in max.
- i. **Distance from Curb:** 2 ft min.

P

P

DESCRIPTION

Awning Signage shall be limited to no more than 70% of the ~~the~~ Valance of the awning or the vertical portion of a dome awning. The Height of the Valance shall not exceed 12 inches. For a flat roof awning, Awning Signage can extend 12 inches above the top of the awning. Awning Signs shall contain only the Business name, Logo, and/or Street address.

SIGN DETAILS

- i. The following variations of awnings, with or without Sign Bands, are permitted: (1) Fixed or retractable awnings; (2) Shed awnings; (3) Dome awnings; 4) Flat roof awnings.
- ii. Other awning types may be permitted by Warrant.
- iii. Signage shall be limited to the Valance of the awning, ~~or~~ the vertical portion of a dome awning, or along the front edge of a flat roof awning.
- iv. No portion of an awning shall be lower than 8 feet Clearance.
- v. Awnings shall be a minimum of 4 feet in depth.
- vi. Awnings shall not extend beyond the width of the Building or tenant space, nor encroach above the roof line or the Story above.
- vii. The Height of the Valance shall not exceed 12 inches.
- viii. Awning Signs shall contain only the Business name, Logo, and/or Street address.
- ix. Letters, numbers, and graphics shall cover no more than 70% of the Valance area or 70% of the width of a flat roof awning.
- x. Awning Signs shall not be internally illuminated or backlit.

c)b)

PLACE TYPES ►

P2

P3

P4

P5

SPECIFICATIONS ▼

BAND SIGNS



- a. **Quantity:** 1 max. (1 per street facade² for corner buildings)
- b. **Area:** 1.5 sf per linear ft Facade
- c. **Width:** 90% max. width of Facade
- d. **Height:** 3 ft max.
- e. **Depth / Projection:** 7 in max.
- f. **Clearance:** 7.8 ft min.
- g. **Apex:** n/a
- h. **Letter Height:** 18 in max.

DESCRIPTION

1 Band Sign limited to 90% of the width of the Building Facade shall be permitted for each Building with a Commercial Use. Information shall consist only of the name and/or Logo of the Business.

SIGN DETAILS

- i. All businesses are permitted 1 Band Sign on each first Story Facade.
- ii. Band Signs shall include only letters, background, Lighting, and an optional Logo. Information shall consist only of the name and/or Logo of the Business. Band Signs shall not list products, sales, or other promotional messages, or contact information.
- iii. The following Band Sign Construction types are permitted: Cut-out Letters. Letters shall be individually attached to the wall or on a separate background panel, and shall be externally illuminated.
 - (1) Flat Panel. Letters shall be printed or etched on same surface as the background, that is then affixed to the wall and externally illuminated.
 - (2) Channel Letters by Warrant. Each letter shall have its own internal Lighting element, individually attached to the wall or onto a separate background panel. ~~The letter shall be translucent, or solid to create a backlit halo effect.~~

Formatted: Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 2 + Alignment: Left + Aligned at: 0.33" + Indent at: 2.58"

d)c)

PLACE TYPES ►

P2

P3

P4

P5

SPECIFICATIONS ▼

BAND SIGNS
- SH 71, SH
95, Loop 150
Sign
Corridors



P

P

- a. ~~Quantity: 1 max. (2 for corner buildings)~~
- b-a. ~~Area: 15% of tallest floor facade. (located on street facades) 1-5 sf per linear ft Facade~~
- c-b. ~~Width: 90% max. width of Facade~~
- d-c. ~~Height: 90% height of wall sign area. Over 4 feet, see iv, 3 ft max.~~
- e. ~~Depth / Projection: 7 in max.~~
- i. ~~Clearance: 8-7 ft min.~~
- j. ~~Apex: n/a~~

k-j. ~~Letter Height: 18 in max.~~

DESCRIPTION

~~1~~ Band Signs limited to 90% of the width of the Building Facade shall be permitted for each Building with a Commercial Use. Information shall consist only of the name and/or Logo of the Business.

SIGN DETAILS

- ~~iv-i.~~ All businesses are permitted ~~1~~ Band Signs on each street facing each first Story Facade. Businesses with no street frontage are allowed Band Signs on the facade with the primary entrance.
- ~~iv-ii.~~ Band Signs shall include only letters, background, Lighting, and an optional Logo. Information shall consist only of the name and/or Logo of the Business. Band Signs shall not list products, sales, or other promotional messages, or contact information.
- ~~vi-iii.~~ The following Band Sign Construction types are permitted: ~~Cut out Letters. Letters shall be individually attached to the wall or on a separate background panel, and shall be externally illuminated.~~
 - (1) Flat Panel. Letters shall be printed or etched on same surface as the background, that is then affixed to the wall and externally illuminated.
 - ~~(1)~~ Channel Letters ~~by Warrant.~~ Each letter shall have either 1.) its own internal Lighting element, individually attached to the wall or onto a separate background panel, or 2.) The raceway must be mounted to not be visible. The letter shall be translucent, or solid to create a backlit halo effect.
- iv. For band signs that exceed 4 feet, sites cannot have a pylon or pole sign and monument signs are limited to 8 feet in height.

Formatted: Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 2 + Alignment: Left + Aligned at: 0.33" + Indent at: 2.58"

Formatted: Left, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.58" + Indent at: 0.78", Tab stops: 0.58", Left + Not at 0.78"

Formatted: Left, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.58" + Indent at: 0.78"

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.34" + Indent at: 0.59"

Formatted: Numbered + Level: 1 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Left + Aligned at: 0.15" + Indent at: 0.4"

d)

	PLACE TYPES ►	P2	P3	P4	P5	SPECIFICATIONS ▼
BLADE SIGNS				P	P	a. Quantity: 1 per Facade max. 2 max. b. Area: 4 sf max. In P2, P3 & 6 sf max. in P4, P5 c. Width: 4 ft max. d. Height: 4 ft max. e. Depth / Projection: 4 ft max. f. Clearance: 8 ft min. g. Apex: n/a h. Letter Height: 8 in max.
DESCRIPTION	Blade Signs shall be permitted only for businesses that have a Principal Entrance on the first Story. One Blade Sign shall be permitted for each Business if the Facade is no more than 5 feet from the Principal Frontage Line. Blade Signs may encroach into the Public Frontage up to 4 feet, shall clear the Sidewalk by at least 8 feet, and shall not encroach above the bottom of any second Story windows. Blade Signs shall be limited to the name and/or Logo of the Business.					
SIGN DETAILS	i. Blade Signs may be double-sided. ii. Blade Signs shall be permitted only for businesses that have a Principal Entrance on the first Story. iii. Businesses shall be permitted 1 Blade Sign where its Principal Frontage Lin is no more than 5 feet from the Facade. Businesses that have a Secondary Frontage line that is no more than 2 feet from the Facade shall be permitted 1 additional blade Sign on that Facade. iv. Blade Signs may encroach into the Public Frontage up to 4 feet and shall clear the Sidewalk by at least 8 feet. v. Blade Signs shall not encroach above the roof line nor above the bottom of the second Story window. vi. Text and graphics on the Blade Sign shall be limited to the name and/or Logo of the Business. Slogans, address labels, operating hours and contact information shall not be permitted. vii. Mounting hardware, such as supports and brackets, may be simple and unobtrusive or highly decorative, but shall complement the design of the Sign, the Building, or both. viii. For buildings with multiple Signs, mounting hardware or Sign shapes, sizes and colors shall be Coordinated.					

e)

		PLACE TYPES ►				SPECIFICATIONS ▼
		P2	P3	P4	P5	
MARQUEE SIGNS					P	a. Quantity: 1 per Business max. b. Area: n/a c. Width: entrance plus 2 ft each side d. Height: 50% Story Height max. e. Depth / Projection: 4 ft min.; 10 ft max. f. Clearance: 10 ft min g. Apex: n/a h. Letter Height: n/a i. Distance from Curb: 3 ft min.
DESCRIPTION	Marquees shall be located only above the Principal Entrance of a Building, shall provide a minimum clearance of 10 feet, and may Encroach the Public Frontage to within 2 feet of the Curb. Message Boards shall be permitted as part of Marquees.					
SIGN DETAILS	i. Marquees shall be located only above the Principal Entrance of a Building. ii. No Marquee shall be wider than the entrance it serves, plus 2 feet on each side thereof. iii. No portion of a Marquee shall be lower than 10 feet Clearance. iv. No Marquee shall extend closer to the Curb than 3 feet. v. Columns or posts may be used as supports for Marquees 8 feet deep or deeper if approved by the DRC. vi. All Marquees, including anchors, bolts, supporting rods, and braces, shall be constructed of non-combustible materials and shall be designed by a structural engineer submitted for approval to the Building Official. vii. Marquee components and materials may vary. Anchors, bolts, and supporting rods should be limited to the interior of the Marquee. viii. Message Boards shall be permitted as part of Marquees. ix. A Band Sign shall be permitted above a Marquee.					

f)

	PLACE TYPES ►	P2	P3	P4	P5	SPECIFICATIONS ▼
NAMEPLATE SIGNS				P	P	a. Quantity: 1 max. b. Area: 3 sf max. c. Width: 18 in max. d. Height: 2 ft max. e. Depth / Projection: 3 in max. f. Clearance: 4 ft min. g. Apex: 7 ft max. h. Letter Height: n/a
DESCRIPTION	1 Nameplate per address limited to 3 square feet may be attached to a Building wall within 10 feet of a Principal Entrance.					
SIGN DETAILS	i. Nameplates shall consist of either a panel or individual letters applied to a Building wall within 10 feet of an entrance to the Building. ii. One Nameplate shall be permitted per address. iii. Nameplates shall not exceed 3 square feet. iv. Nameplates shall be constructed of durable materials.					

g)

		PLACE TYPES ►				SPECIFICATIONS ▼
		P2	P3	P4	P5	
OUTDOOR DISPLAY CASE				P	P	a. Quantity: 1 max. b. Area: 6 sf max. c. Width: 3.5 ft max. d. Height: 3.5 ft max. e. Depth / Projection: 5 in max. f. Clearance: 4 ft min. g. Apex: n/a h. Letter Height: n/a
DESCRIPTION	Outdoor Display Cases shall not exceed 6 square feet and may be internally illuminated.					
SIGN DETAILS	i. Each Outdoor Display Case shall not exceed 6 square feet. ii. Outdoor display cases may be externally or internally illuminated. iii. Theaters may be permitted larger outdoor display cases by Warrant. iv. Outdoor display cases shall not be attached to Shopfront windows.					

h)

PLACE TYPES ►

P2

P3

P4

P5

SPECIFICATIONS ▼

SIDEWALK
SIGN



P

P

- a. **Quantity:** 1 ~~Building per property~~ max.
- b. **Area:** 3 sf max.
- c. **Width:** 24 in max.
- d. **Height:** 2 ft max.
- e. **Depth / Projection:** 3 in max.
- f. **Clearance:** 4 ft min.
- g. **Apex:** 7 ft max.
- h. **Letter Height:** n/a

DESCRIPTION

1 Freestanding, double-sided, temporary Sidewalk Sign may be placed within the ~~Parking Strip~~ Furnishing or Clear Zone of the Public Frontage for ~~each Business each property~~. Sidewalk Signs shall be removed at the close of Business each day.

SIGN DETAILS

- i. Sidewalk Signs shall consist of Freestanding, double-sided temporary Signs placed at the entrance to at the Business on the property by the applicant, in a primarily Pedestrian environment.
- ii. Sidewalk Signs shall be removed at the close of Business each day.
- iii. 1 Sidewalk Sign shall be permitted for each ~~Business~~ property.
- iv. Sidewalk Signs shall not exceed 42 inches in Height or 26 inches in width.
- v. Sidewalk Signs shall be moved inside during high winds or other weather conditions that might pose a hazard to public safety.
- vi. Sign cannot block the Walkway (Clear Zone).

Formatted: Character scale: 100%

Formatted: Highlight

i)

	PLACE TYPES ►	P2	P3	P4	P5	SPECIFICATIONS ▼
WINDOW SIGN				P	P	a. Quantity: 1 per window max. b. Area: 25% coverage per window c. Width: n/a d. Height: n/a e. Depth / Projection: n/a f. Clearance: 4 FT min. g. Apex: n/a h. Letter Height: 8 in max.
DESCRIPTION	Window Signs shall not interfere with the primary function of windows, that is to enable passersby and public safety personnel to see through windows into Premises and view product displays.					
SIGN DETAILS	i. Only the following Window Sign types shall be permitted: ii. <u>(a)</u> Vinyl applique letters applied to the window. Appliques shall consist of individual letters or graphics with no visible background. (a) <u>(b)</u> Letters painted directly on the window. (b) <u>(c)</u> Hanging Signs that hang from the ceiling behind the window. (c) <u>(d)</u> Neon Signs. (d) <u>(e)</u> Door Signs applied to or hanging inside the glass portion of an entrance doorway. iii. <u>ii.</u> Window Signs shall not interfere with the primary function of windows, that is to enable passersby and public safety personnel to see through windows into Premises and view product displays. iv. <u>iii.</u> Window Signs shall be no larger than 25% of the total area of the window onto which they are applied. Sign area shall be measured using smallest rectangle that fully encompasses the entire extent of letters, Logo and background. v. <u>iv.</u> Window Signs may list services and/or products sold on the Premises, or provide phone numbers, operating hours or other messages, provided that the total aggregate area of these messages not exceed the limit provided above. vi. <u>v.</u> Letters on window Signs shall be no taller than 8 inches.					

Formatted

K)

PLACE TYPES ►

P2

P3

P4

P5

SPECIFICATIONS ▼

YARD SIGN



P

P

- a. **Quantity:** 1 max per Lot
- b. **Area:** 6 sf max.
- c. **Width:** 3 ft max. (not counting post)
- d. **Height:** 2 ft max. (not counting post)
- e. **Depth / Projection:** n/a
- f. **Clearance:** min. 3 ft to Sign edge
- g. **Apex:** max. 6 ft to top of post
- h. **Letter Height:** 8 in max.

DESCRIPTION 1 single- or double-post Yard Sign may be placed with the Private Frontage.

SIGN DETAILS

- i. One single- or double-post Yard Sign for each Business may be permitted ~~by Warrant~~, provided it is set back at least 6 feet from the Frontage Line, does not exceed 6 square feet excluding posts, and does not exceed 6 feet high including posts, measured from the yard at the post location.

Formatted Table

Formatted: Centered

K)

MONUMENT &
POLE SIGN



PLACE TYPES ►

P2

P3

P4

P5

SPECIFICATIONS ▼

a. **Quantity:** 1 max per Frontage

b. **Height:** 35 ft max. in P5 on ~~HWY-SH 71~~ ~~Frontage~~

~~*see v.~~

20 ft max in P5 on ~~HWY-SH 95 & HWY~~

~~Loop 150~~

~~b. 64~~ ft max in P5

c. **Max Height to width ratio:** 4:1

Formatted Table

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: 0", Relative to: Paragraph, Horizontal: 0.13", Wrap Around

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Left: 0.85", No bullets or numbering, Position: Horizontal: Left, Relative to: Column, Vertical: 0", Relative to: Paragraph, Horizontal: 0.13", Wrap Around

DESCRIPTION

A Sign permanently affixed to the ground at its base or by poles that are enclosed by natural stone, stucco, brick, or wood and not mounted to a part of a Building. Pole(s) may be used to construct a Monument Sign so long as the poles are not visible below the Sign.

SIGN DETAILS

- i. A Monument Sign can be defined as a ground Sign generally having a low profile with little or no Open Space between the ground and the Sign and having a Structure constructed of masonry, wood, or materials similar in appearance.
- ii. How to Measure:
 - (1) Maximum total Height is measured from the finished grade at the center of the Sign. If the finished grade at the center of the Sign is higher than the finished grade of the closest paved surface, then the Height shall be measured from the finished grade of the closest paved surface.
 - (2) The monument base shall be a maximum of 2 feet in Height and shall be included in the calculation of total Height.
 - (3) A Monument Sign width cannot exceed 2 times the allowable Sign Height.
- iii. The max Height allowed along ~~SH-Hwy. 71~~ is 35 feet. Height limit is 8 feet if Band Sign Height exceeds 4 feet.
- iv. The max Height allowed along ~~Loop-Hwy. 150~~ and ~~SH-Hwy. 95~~ is 20 feet. Height limit is 8 feet if Band Sign height exceeds 4 feet.
- v. Signs along SH 71, SH 95 and Loop 150 can be internally illuminated.

vi. ~~A warrant for internal illumination can be requested. Pole Signs are permitted along the Hwy 71 Frontage through the City Limits and the ETJ. Max Height 35 feet~~

vii. **Cannot be located within a Sight Triangle.**

Formatted: Highlight

K)		PLACE TYPES ▶		P2	P3	P4	P5	SPECIFICATIONS ▼
PYLON/POLE SIGN								d. Quantity: 1 max per Frontage e. Height: 35 ft max. in P5 on SH 71 P^v 20 ft max in P5 on SH 95 & Loop 150 f. Max Height to width ratio: 4:1
	DESCRIPTION	A Sign permanently affixed to the ground at its base by a single- or double-poles, that are enclosed by a base of natural stone, stucco, brick, or wood and not mounted to a part of a Building. <u>Only allowed in State Highway 71 & SH 95</u>						
SIGN DETAILS	i. <u>How to Measure:</u> (1) <u>Maximum total Height is measured from the finished grade at the center of the Sign. If the finished grade at the center of the Sign is higher than the finished grade of the closest paved surface, then the Height shall be measured from the finished grade of the closest paved surface.</u> (2) <u>The pylon/pole base shall be a maximum of 2 feet in Height and shall be included in the calculation of total Height.</u>							
	ii. <u>The max Height allowed along SH 71 is 35 feet.</u> iii. <u>The max Height allowed along Loop 150 and SH 95 is 20 feet.</u> iv. <u>Signs along SH 71, SH 95 and Loop 150 can be internally illuminated.</u> v. <u>Only allowed in a Sign Corridor and not allowed if Band Sign exceeds 4 feet in height.</u> vi. <u>Cannot be located within a Sight Triangle.</u>							

Formatted Table

Formatted: Centered

Formatted: Superscript

Formatted: Indent: Left: 0.85", No bullets or numbering

Formatted: Character scale: 100%, Not Expanded by / Condensed by

Formatted: Numbered + Level: 1 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Left + Aligned at: 0.09" + Indent at: 0.34"

Formatted: Numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.34" + Indent at: 0.59"

Formatted: Indent: Hanging: 0.25", Numbered + Level: 1 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Left + Aligned at: 0.09" + Indent at: 0.34"

Formatted: Highlight

Formatted: Indent: Hanging: 0.25", Numbered + Level: 1 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Left + Aligned at: 0.09" + Indent at: 0.34"

Formatted: No bullets or numbering

Formatted: No bullets or numbering

|

ARTICLE 8.4 TEMPORARY SIGNS

SEC. 8.4.001 STANDARDS FOR TEMPORARY SIGNS

Temporary signs are allowed for a limited time period in accordance with the permitting requirements.

a) _____ Permits Required for:

Banner signs

Construction Site Signs

Development Information Signs

~~a)~~ b) _____ Banner signs

(1) Maximum sign area is forty-eight (48) square feet and not to exceed 75% of the building or lease space width upon which the sign is to be located.

(2) Maximum banner height dimension is four (4) feet.

(3) One banner sign may be placed on a building property for up to two (2) weeks, four (4) times per calendar year. The periods may be combined. Each tenant space or building located on a single lot or in a complex shall be allowed an individual banner as allowed per this article.

(4) All four (4) corners of a banner sign shall be securely

attached to the building, fence, or yard stakes less than 5 feet in height.

(5) Sight Triangle. Signs cannot be located within the Sight Triangle, as defined in the B³ Technical Manual Section 2.0.011.

~~(4)~~ _____

~~(5) Street banners announcing permitted community events may be placed over the public right of way in the CBD on Chestnut Street and Main Street as~~

Formatted: Highlight

Formatted: Character scale: 100%

Formatted: Left

Formatted: Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.33" + Indent at: 2.58"

Formatted: Highlight

Formatted: Normal, No bullets or numbering

Formatted: Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.33" + Indent at: 2.58"

~~permitted by law. A maximum of one banner per block shall be permitted, and no more than two (2) banners per event shall be allowed.~~

~~(b)(1)~~ _____ Bandit Signs

- (1) Bandit signs shall not exceed four (4) square feet and shall not be more than three (3) feet above the natural grade.
- (2) Bandit signs shall be authorized for new residential subdivisions during the development and sale phases only.
- (3) Bandit signs shall not be placed on the public right-of-way, or within the sight visibility triangle of an intersection.
- (4) The posting of bandit signs shall only be allowed between the hours of 5:00 a.m. Saturday through 6:00 a.m. Monday.
- (5) The bandit signs shall be set back from the property line a minimum of five (5) feet and shall not exceed three (3) feet in height above the natural grade.
- (6) Any bandit sign placed prior to 5:00 a.m. on Saturday or not removed by 6:00 a.m. Monday shall be in violation of this article. The city shall remove bandit

Formatted: Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.33" + Indent at: 2.58"

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.33" + Indent at: 0.56"

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.33" + Indent at: 0.56"

signs in violation of this article within twenty-four (24) hours. The owner of the bandit sign shall be fined in accordance with this article.

~~(e)~~(b) Construction Site Signs

- (1) The maximum sign area for a construction site sign is as follows:
 - A. Freestanding: Thirty-two (32) square feet.
 - B. Wall signs: 10% of building or lease space facade on which it is attached.
- (3) Only one freestanding sign per street frontage on the property where the activity is to occur is permitted.
- (4) Only one wall sign per building is permitted.
- (5) The construction site sign shall be displayed no earlier than thirty (30) days before the commencement of the activity and must be removed no later that thirty (30) days after the activity is completed, or the installation of a permanent sign, whichever occurs first.

~~(d)~~ Development information signs

- (1) The maximum sign area shall not exceed forty (40) square feet.
- (2) One sign is allowed for every fifty (50) lots, not to exceed thirty-two (32) signs unless the project exceeds four (4) square miles.
- (3) All signs must conform to a unified design, shape and neutral color scheme and be constructed of strong, durable weather-resistant materials.
- (4) For a residential subdivision, the sign may be displayed once the plat is recorded and shall be removed when 90% of each phase to which the sign is a part of is completed.
- (5) For a commercial development not requiring platting, the sign may be displayed with the approval of either the site plan or the building permit.
- (6) Development information signs shall be located on private property within the project subdivision/development to which the signs pertain. Signs may not be located on boundary streets of the project subdivision.

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.33" + Indent at: 0.56"

~~(e)(c)~~ Garage sale signs

- (1) Must be located on private property (i.e., not in the right-of-way or on a utility pole) at a distance not less than three (3) feet from a curb.
- (2) A maximum sign area of four (4) square feet.
- (3) Allowed from 5:00 p.m. Thursday until 8:00 a.m. Monday (unless Monday is a holiday, in which case the sign can remain until 8:00 a.m. Tuesday).

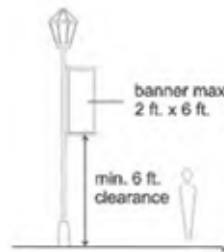
~~(f)~~ ~~Light pole-mounted banners~~

- ~~(1) Limited to not more than one banner on any light pole.~~
- ~~(2) Limited to no more than two (2) feet x six (6) feet in exterior dimension and twelve (12) square feet in area per banner.~~
- ~~(3) A minimum height of six (6) feet as measured from adjacent grade to the bottom of the banner.~~
- ~~(4) A maximum height of twelve (12) feet to the top of the banner.~~

~~(5) Banners shall be maintained in good repair. Should they become excessively faded, tattered or torn, they shall be replaced or removed.~~

~~(6) Banners shall not be illuminated, except for indirect lighting associated with the main lamp of the light pole to which it is mounted.~~

~~(7) Banners shall be permitted in the CBD for the advertising of permitted community events, seasonal and historic themes, or other such civic purposes; on collector level and higher classification within a residential subdivision; within master planned commercial subdivision. Such banners are limited to subdivision identification, or seasonal decorations and works of art by local artists. Such banners must be approved by the appropriate electric utility company in addition to receiving a permit from the city's planning and development department.~~



Formatted: Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.33" + Indent at: 2.58"

~~(g)~~ e Model Home Signs

- (1) The maximum sign area is eighteen (18) square feet.
- (2) The maximum height is six (6) feet.
- (3) One sign per cluster of model homes per builder.
- (4) A nameplate sign that identifies the individual product name is exempt if it does not exceed three (3) square feet nor three (3) feet in height.
- (5) Must be placed in front of a cluster of one or more model homes per builder.
- (6) All model home signage must be removed from the premises upon sale of the last model in the cluster.

Formatted: Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.33" + Indent at: 2.58"

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.33" + Indent at: 0.56"

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.33" + Indent at: 0.56"

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.33" + Indent at: 0.56"

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.33" + Indent at: 0.56"

Sidewalk Sign shall mean an A-framed, hinged, or folding Sign that is Freestanding and portable and not affixed to a base or pole structure. A Sidewalk Sign can be in the form of a board or an easel.

Sideyard shall mean the placement of a Building within the boundaries of its Lot to create a private Sideyard, with a Setback to one side. Sideyard is a Building Type.

Sight Triangle shall mean a triangular shaped area required on corner lots at the intersection of two streets including alleys that impact multi-modal traffic safety. See Section 2.1.011 of the B3TM for Sight Triangle figures and tables to calculate the appropriate area.

Sign shall mean a structure, Sign, display, light device, figure, painting, drawing, message, plaque, poster, billboard, or other object that is designed, intended, or used that includes text or images designed to communicate. Signs located completely within an enclosed Building and not exposed to view from outside the Building or Structure shall not be considered a Sign. Each display surface of a Sign or Sign Face shall be a Sign.

Sign Administrator shall mean the ~~City's Director of Planning & Development or designee~~officer appointed by the City Council with given the authority to enforce this Code. The Sign Administrator or designee shall review Sign Standards and applications. ~~In the absence of designation by the City Council, the City Administrator shall serve as the Sign Manager.~~ The term also includes any person designated to act on behalf of the Sign Administrator.

Sign Face shall mean the total surface including frame and mounting. The actual area of the Sign shall be calculated using trigonometric methods when the Sign is not a simple rectangle. The allowed area of the Sign as stated in the ordinance equals one side of a Freestanding back-to-back Sign provided the Freestanding Sign's sides are back to back or angled with no greater separation between sides at its widest point than 4 feet and provided that both sides have the identical Sign. Frame and mounting shall not exceed 30% of the total surface area of Sign. When referring to area limitations of monument Signs, area and signable area refers to an area within a continuous perimeter that includes the Sign structure as well as the lettering, illustrations,

TO: Paul A. Hofmann, City Manager
From: Jennifer C. Bills, Assistant Planning Director
Date: June 1, 2021
Subject: Sign Code Amendments for June 8, 2021



=====

At the January 28, 2021, the Assistant Planning Director provided an update on the Bastrop Building Block (B³) Code and provided specific sections of the Code that need some revisions that staff has identified during the implementation phase. Chapter 8 – Signs is a part of the code that the business community has provided feedback, especially on the State Highway 71 and State Highway 95 corridors.

At the May 25, 2021 meeting, City Council motioned to include three additional amendments to the Sign Code.

1. Reference to the Sight Triangle. The B3 Technical Manual has requirements for determining the Sight Triangle. References to the requirement has been added to Sections 8.1.009 Signs Requiring a Permit, 8.1.011 Sign Permit Requirements, Article 8.3 On-Premise Sign Types & Standards and 8.4 Temporary Signs.
2. Article 8.3 Sidewalk Signs – defined that one Sidewalk Sign can be placed near the entrance the Business by the applicant and that each property can have one Sidewalk Sign. The sign must be place within the Furnishing Zone of the applicant’s Public Frontage which is defined as the area between the property line and the public street. Clarified that the Sign cannot block the Walkway/Clear Zone.
3. Section 8.4.001 a) Banner Signs. Included Banner Sign location to include securely attaching to a fence or yard stakes less than 5 feet in height. Added reference that they cannot block the Sight Triangle.
4. Section 8.1.008 Exempted Signs. Added Sign Banner Plaza and light pole-mounted banners under exempted Government Signs. These facilities are controlled and permitted by the City in conjunction with special events (City or private permitted) and non-profit organizations through the Special Events and Main Street Program. The Banner Plaza provides a centralized location to communicate and promote city-wide events year-round to our community as well as City programming initiatives. This was adopted into the Sign Code in 2011 and was inadvertently overwritten with the 2019 update. The light pole-mounted signs allow for a consistent and organized theme to promote City initiatives including economic development of the Main Street District and events.

In the draft code, the additional edits are highlighted in yellow.

Summary of Amendments Presented May 25, 2021

Section 8.1.007 Non-conforming Signs

- Added language for applicable standards from the previous code that apply to existing non-conforming Electronic Message Signs.

Section 8.1.009 Signs Requiring a Permit

- Removed Address Sign. Addresses are required in the International Building Code and International Fire Code. Remove any references from Chapter 8 as size requirements conflict with adopted I-Codes.
- Reorganized Freestanding Signs list to include all freestanding sign types (directional, monument and pylon/pole.) Added applicable standards for each sign type.
- Added Internal Illumination Standards in addition to External Illumination Requirement.
 - Internal illumination shall not operate at brightness levels of more than 0.2 foot-candles above ambient light conditions at the property line, as measured using a foot-candle meter. The total lumen output of all signs cannot exceed 10% of the total lumen allowance in Section 6.6 – Outdoor Lighting.
- Added Sign Corridors for SH 71, SH 95 and Loop 150 south of the bridge.
 - Locations for Sign Corridors:
 - SH 71 Corridor. The area located 720 feet from the center line of the adjacent main lane of State Highway 71.
 - SH 95 Corridor. The area located 330 feet from the center lane of the lane of State Highway 95.
 - Loop 150 Corridor. The area located 330 feet from the center lane of Loop 150, south of the Colorado River.
- Added Incidental signs definition - signs that are intended for the convenience of the public, which are informational only, and which do not include the advertising of products or services. Such signs include business hours signs, credit card signs, entrance and exit signs, and similar signs, some of which may be required by law for safety purposes. Cannot be illuminated. Total signage on buildings will count to 15% total sign area. Individual signs cannot be greater than 12 square feet.

Section 8.1.011 Sign Permit Requirements

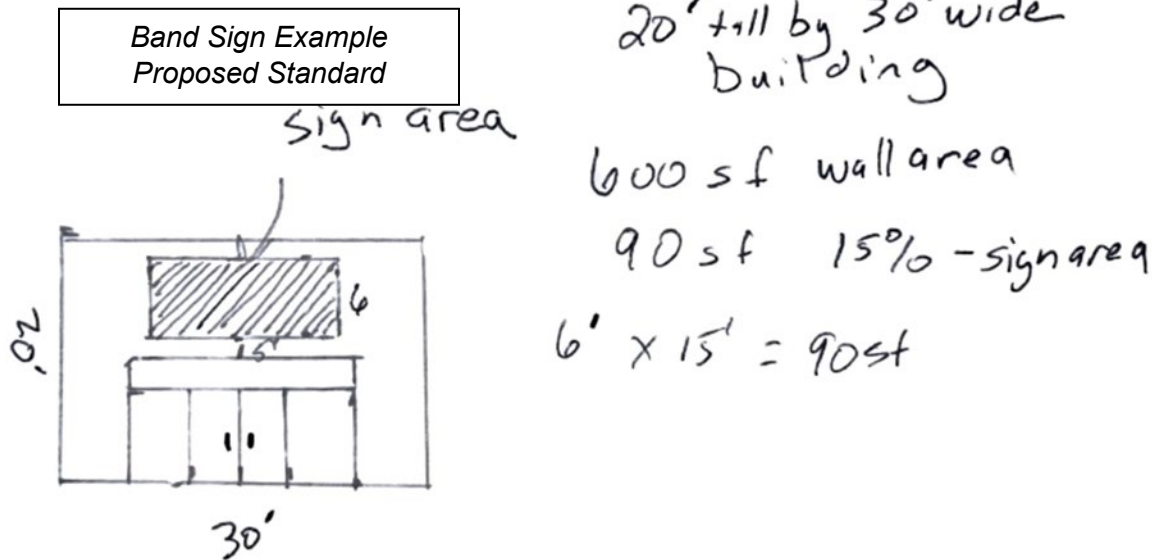
- Added clarification of when Warrants can be requested and approval process by the Sign Administrator.
- Appeals of denials are forward to Zoning Board of Adjustments instead of Planning & Zoning Commission, to be consistent with other sign review complaints and variances.

Article 8.2 Master Plans

- Clarified what elements can be approved in a Master Plan. Not appropriate for a single tenant site. Cannot include sign types not allowed in that Place Type. Cannot include changes to non-conforming signs.

Article 8.3 On-Premise Sign Types & Standards

- a) Awnings & Signs. Added standards for flat roof awning, which are prevalent in Bastrop.
- c) Band Signs – SH 71, SH 95, & Loop 150 – Added standards for Corridors
 - Band signs allowed on street facing facades.
 - 15% of the area of the tallest story.
 - No letter size or height limits.
 - For sites that include Band Signs over 4 feet in height cannot have Pylon/Pole sign and are limited to a Monument Sign 8 feet in height.



- Split Monument and Pylon/Pole Standards into two separate tables.
 - Added Internal Illumination to Monument Signs and Pole/Pylon Signs along SH 71, SH 95 and Loop 150 Corridors.
 - Added maximum height of 6 feet for Monument Signs in P5 in the rest of city.
 - Added allowance to apply for a warrant for internal illumination on Monument Signs outside of Sign Corridors
- Article 8.4 Temporary Signs
 - Added permit requirements for Banner, Construction Site, and Development Information Signs.
 - Removed requirements/reference to the Central Business District (pre-2015 zoning district)
 - Removed Light pole-mounted banners. Banners on city owned poles are regulated under Government Signs.
- Chapter 10 – Definitions Sign Administrator (page 244).

- Amended from City Council appointed to the Director of Planning & Development or designee.

Sign Code Amendments

Hold public hearing and consider action to approve the first reading of Ordinance No. 2021-07 (Resolution No. R-2021-54) of the City Council of the City of Bastrop, Texas adopting amendments to Chapter 8 – Signs, including, Section 8.1.007 Non-conforming Signs, Section 8.1.009 Signs Requiring a Permit, Section 8.1.011 Sign Permit Requirements, Article 8.2 Master Plans, Article 8.3 On-Premises Sign Types & Standards, and Article 8.4 Temporary Signs, and Chapter 10 – Section 10.1.002 Definitions of the Bastrop Building Block B3 Code, as attached in Exhibit A; and providing for findings of fact, adoption, repealer, severability, and enforcement; and establishing an effecting date, and move to include on the June 8, 2021 Consent Agenda.



Chapter 8 – Sign Amendments

- Presented draft amendments at the May 25, 2021 City Council meeting.
- Three additional changes requested by Council:
 1. References to the Sight Triangle
 2. Sidewalk Sign standards
 3. Banner Sign locations

Sight Triangle

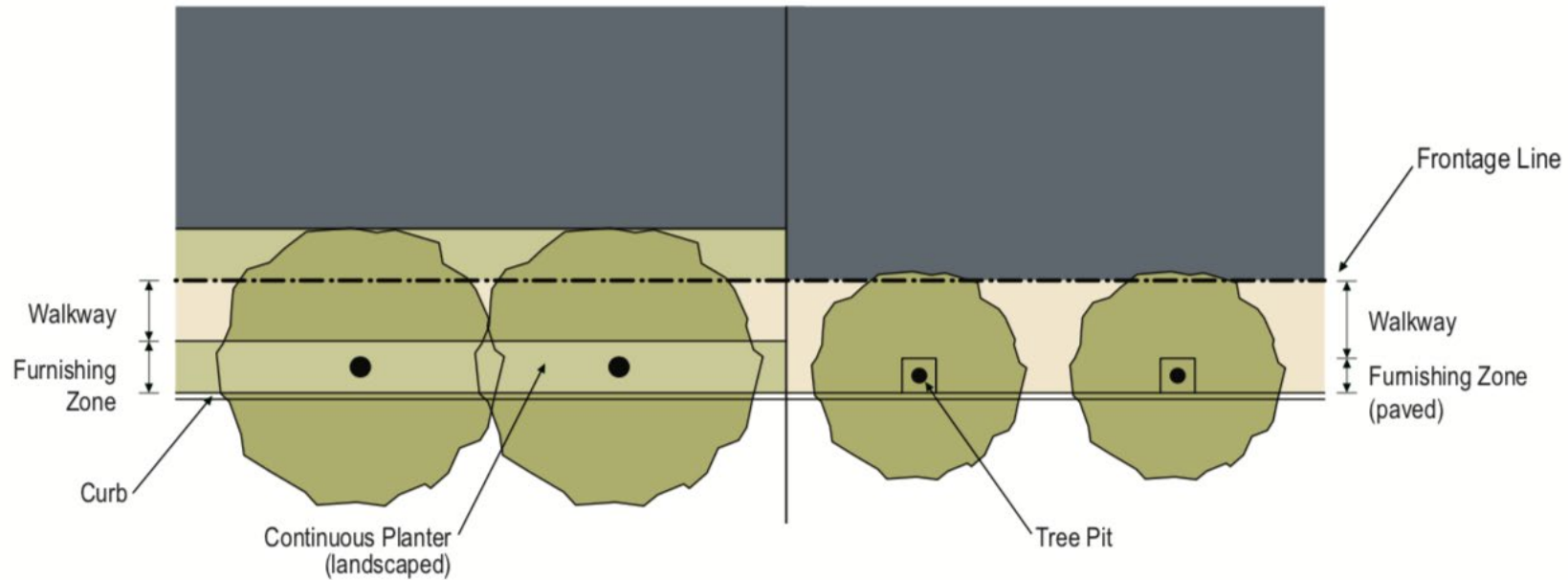
- Defined in B3 Technical Manual Section 2.1.011.
- Added references in
 - Section 8.1.009 Signs Requiring a Permit
 - 8.1.011 Sign Permit Requirements
 - Article 8.3 On-Premise Sign Types & Standards
 - 8.4 Temporary Signs.

Article 8.3 Sidewalk Signs

- One sign per property
- Must be placed near the entrance the Business by the applicant
- Must be placed in the Furnishing Zone of the applicant's frontage line (front property line).
- Sign cannot block the Walkway/Clear Zone

Public Frontage

- Section 7.4.014 Public Frontage Standards



Section 8.4.001 a) Banner Signs

- In addition to the building can be securely attached to a fence or yard stakes less than 5 feet in height.
- Added reference that they cannot block the Sight Triangle.

Section 8.1.008 Exempt Signs – Government Signs

- Added the Sign Banner Plaza
 - Adopted in 2011 - was inadvertently overwritten with the 2019 update
 - Provides a centralized location to communicate and promote city-wide events and non-profit organizations
 - Permitted through the Special Events process
- Added Light Pole-Mounted Signs
 - Allows for a consistent and organized theme to promote City initiatives and economic development in the Main Street District.
 - Installed by the Main Street Program

Planning & Zoning Commission Recommendation

- The Planning & Zoning Commission held a workshop on March 25, 2021 to discuss direction to staff on possible Sign Code amendments.
- At the April 29, 2021 regular meeting, the Commission held a public hearing and unanimously recommended approval of the Sign Code amendments to the City Council.

City Council May 25, 2021

- Council held the Public Hearing.
 - No speakers
- Motioned to approved 4-0 with additional revisions brought back at Second Reading.

Recommendation

- The Assistant Planning Director recommends holding a public hearing and consider action approve Ordinance No. 2021-07 (Resolution No. R-2021-54) of the City Council of the City of Bastrop, Texas amending Chapter 8 – Signs, including, Section 8.1.007 Non-conforming Signs, Section 8.1.009 Signs Requiring a Permit, Section 8.1.011 Sign Permit Requirements, Article 8.2 Master Plans, Article 8.3 On-Premises Sign Types & Standards, and Article 8.4 Temporary Signs, and Chapter 10 – Section 10.1.002 Definitions of the Bastrop Building Block B3 Code, as attached in Exhibit A; and providing for findings of fact, adoption, repealer, severability, and enforcement; and establishing an effecting date, and move to include on the June 8, 2021 Consent Agenda.



STAFF REPORT

MEETING DATE: June 8, 2021

AGENDA ITEM: 11E

TITLE:

Hold a public hearing and consider action to approve Resolution No. R-2021-57 of the City Council of the City of Bastrop, Texas, approving a Development Agreement between the City of Bastrop a Home Rule City and Bastrop 552, LLP, for 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, 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:

Trey Job, Assistant City Manager of Community Development
Jennifer Bills, Assistant Planning Director

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: Bastrop 552, LLP
Agent Contact: William McLean/McLean & Howard

Existing Use: Vacant/Undeveloped
Existing Zoning: None. Extra-Territorial Jurisdiction
Adopted Plan: None.
Future Land Use: Rural Residential (FLU amendment requested to Industry)

BACKGROUND/HISTORY:

The Bastrop 552 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 within our water and wastewater Certificate of Convenience and Necessity (CCN) areas. The applicant is requesting to connect to the City's water and wastewater lines that end near the edge of the city limits on Lovers Lane. As part of the Development Agreement (Attachment 2), the applicant has agreed to annexation to the City Limits prior to beginning development, following the allowed uses and processes as provided in the Agreement.

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. To accomplish the development, the applicant desires, a Comprehensive Plan Land Use Plan Amendment and Master Transportation Plan Amendment (submitted with this application). With the assurances of the Concept Plan in this agreement, Planning Staff supports amending the Comprehensive Plan to change the future land use from a

low-density residential neighborhood to a large single user. 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 this film studio use.

Important items in the development agreement City Council should be aware of are as follows:

- Section 2.02 by approving this agreement the City is agreeing to update the Comprehensive Plan (Future Land Use Map) and the Master Transportation Plan map.
- Section 3.03 Allowing a 40,000 square foot metal building and a barn with stables known as the **Initial Storage Structure**. This Structure will be used for purposes of storage, property management and maintenance and the existing farm\ ranch operation on the Property, which the Owner intends to continue until such time as the Project is fully built out. This structure does not trigger development commencement.
- Section 4.11 (a) The City is agreeing to one large site with an internal private road network that is maintained by a property owners association and will specifically be used for the project and its ancillary uses. The property can be subdivided in the future but must have primary frontage on a public road unless it meets the exemption from platting defined in the Texas Local Government Code.

(b) The development will provide one perimeter road that will be dedicated to the City of Bastrop and be built to the City of Bastrop Rural Standard. The Road can be built by the Owner, or the Owner can provide a monetary obligation, this will be determined during the site plan process. Staff is does not recommend allowing the owner to take access from Margie's Way or El Camino Real River Road without the construction of the Perimeter Road.
- Section 5.07 The City is acknowledging there is and exists a public necessity for the Project Facilities (water and wastewater improvements). In addition, the City is agreeing to use its power of eminent domain to acquire such lands or easements as may be necessary for the construction of the Project Facilities. The reasonable costs and expenses of the City obtaining any easements and land required for the Project Facilities only and located outside the boundaries of the Property shall be paid by Owner, subject to the Owner's right to be reimbursed for such costs and expenses through a future Incentives Agreement.
- Section 6.01 This section references entering into an incentives agreement in the future that allows the Owner recoup certain expenses related to the development.

The Concept Plan includes a mix of proposed land uses:

Land Use	Acreage	Percentage
Recreation	220	40.2%
Studios	135.36	24.8%
Accommodations	40	7.3%
Recreation/Studios Hybrid	151	27.6%
Total	546.36	

Future steps associated with this development:

- Update the Comprehensive Plan
 - Future Land Use map.
 - Master Transportation Plan and Street Grid map.
- Annexation
- Establish Place Type Zoning District
- Negotiate an agreement to provide incentives.
- Owner to enter the development process.
 - Preliminary Infrastructure Plan
 - Preliminary Drainage Plan
 - Preliminary Plat – phasing is encouraged
 - Final Drainage Plan
 - Public Improvement Plans
 - Public Improvement Plan Agreement
 - Final Plat(s)
 - Site Development Plan(s)
 - Building Permits

POLICY EXPLANATION:

Development Agreements are regulated under Section 212.172 of the Texas Local Government Code. In this section the agreement can:

- (1) guarantee the continuation of the extraterritorial status of the land and its immunity from annexation by the municipality.
- (2) extend the municipality's planning authority over the land by providing for a development plan to be prepared by the landowner and approved by the municipality under which certain general uses and development of the land are authorized.
- (3) authorize enforcement by the municipality of certain municipal land use and development regulations in the same manner the regulations are enforced within the municipality's boundaries.
- (4) authorize enforcement by the municipality of land use and development regulations other than those that apply within the municipality's boundaries, as may be agreed to by the landowner and the municipality.
- (5) provide for infrastructure for the land, including:
 - (A) streets and roads;
 - (B) street and road drainage;
 - (C) land drainage; and
 - (D) water, wastewater, and other utility systems;
- (6) authorize enforcement of environmental regulations;

- (7) provide for the annexation of the land as a whole or in parts and to provide for the terms of annexation, if annexation is agreed to by the parties;
- (8) specify the uses and development of the land before and after annexation, if annexation is agreed to by the parties; or
- (9) include other lawful terms and considerations the parties consider appropriate.

The City does not further define a process or criteria to review Development Agreements in the Code of Ordinance, however a published notice was placed in the Bastrop Advertiser on May 15th and sent mailed notices to 57 property owners within 200 feet of the property. At the time of this report, one response if for, nine responses were opposed and three requests more information.

RECOMMENDATION:

The Assistant City Manager does not have a recommendation at the time of this report. However, a staff will make one at the meeting based on input from the planning and zoning commission meet at the June 3, 2021 meeting.

ATTACHMENTS:

- Attachment 1 - Location Map
- Attachment 2 – Draft Bastrop 552 Development Agreement
- Attachment 3 – Exhibits A – F
- Attachment 4 – Concept Plan



RESOLUTION NO. R-2021-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BASTROP A HOME RULE CITY AND BASTROP 552, LLP. FOR 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, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Owner owns approximately 546.36 acres of land, more or less, located in Bastrop County, Texas, described in the attached Exhibit "A" (the "Property"). The Property is located within the City's extraterritorial jurisdiction ("ETJ") and not within the ETJ or corporate limits of any other municipality; and,

WHEREAS, Owner, or its successors, will develop the Property as a high-quality, mixed commercial development project that will include a multi-faceted film studio, lodging, restaurants, event space, recreational facilities, parks and greenbelt areas, as provided in this Agreement, and in accordance with the Concept Plan attached hereto as Exhibit "B", which shows the general locations of the land use areas as currently configured, a permitted land use chart, a table establishing development standards, and cross-section of proposed roadways; and,

WHEREAS, The City holds a Certificate of Convenience and Necessity for water service and a Certificate of Convenience and Necessity for sewer service issued by the Texas Commission on Environmental Quality (the "TCEQ") or a predecessor agency, recognizing the City's right to provide retail water and sewer service to the Property, and the City is the exclusive retail provider of water and wastewater service to the Property; and,

WHEREAS, The Property is not currently served by water, wastewater, drainage facilities, roads, or parks and recreation facilities, and, although there are parks and recreation facilities within the City and roads abutting the Property, there are no such facilities located upon the Property; and,

WHEREAS, The Parties desire to establish the agreed components of the land use, water, wastewater, streets, parks, drainage and other infrastructure required for the development of the Property pursuant to the Concept Plan and the Applicable Regulations, as defined below, and the agreed process for the construction, conveyance, and financing thereof on the terms and conditions set forth in this Agreement; and,

WHEREAS, Owner shall request annexation of the Property into the corporate boundaries of the City in phases to enable the Owner to obtain the benefits of this Agreement, to secure the City's agreement to provide certain reimbursements to Owner in connection with the conveyance and financing of certain improvements, and to define, protect, and clarify approvals to be granted with respect to development of the Property pursuant to the Concept Plan and this Agreement; and,

WHEREAS, The Parties desire to establish certain restrictions and commitments to be imposed and made in connection with the development of the Property; to provide increased

certainty to the City and Owner concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Owner and the City, for a period of years; and to identify planned land uses and permitted intensity of development of the Property before and after annexation as provided in this Agreement, which is promulgated under the City of Bastrop's Home Rule Charter ("City Charter"), and state law, including, but not limited to Section 212.172 of the Texas Local Government Code.

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

Section 1: That the City Manager will execute a Development Agreement between the City of Bastrop a Home Rule City and Bastrop 552, LLP. for 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 attached as Exhibit A.

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

Section 3: That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 8th day of June, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



A horizontal number line representing distance in feet. It starts at 0 on the left and ends at 2,800 on the right. Major tick marks are labeled at 0, 700, 1,400, and 2,800. There are 10 equal intervals between 0 and 2,800, with minor tick marks at every 350-foot interval.

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 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 Batavia, 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.

DEVELOPMENT AND ANNEXATION AGREEMENT

This Development Agreement and Annexation Agreement (this “**Agreement**”) is made, entered into, and effective, as of the ____ day of _____, 2021 (the “**Effective Date**”) by and between the City of Bastrop, a Texas home-rule municipal corporation (the “**City**”), and Bastrop Colorado Bend, LLC, a Texas limited liability company (“**Owner**”). The City and the Owner are sometimes referred to herein collectively as the “**Parties**” or individually as a “**Party**.” The Parties hereby contract, covenant and agree as follows.

RECITALS

WHEREAS, Owner owns approximately 546.36 acres of land, more or less, located in Bastrop County, Texas, described in the attached **Exhibit “A”** (the “**Property**”). The Property is located within the City’s extraterritorial jurisdiction (“**ETJ**”) and not within the ETJ or corporate limits of any other municipality; and,

WHEREAS, Owner, or its successors, will develop the Property as a high-quality, mixedcommercial development project that will include a multi-faceted film studio, lodging, restaurants, event space, recreational facilities, parks and greenbelt areas, as provided in this Agreement, and in accordance with the Concept Plan attached hereto as **Exhibit “B”**, which shows the general locations of the land use areas as currently configured, a permitted land use chart, a table establishing development standards, and cross-section of proposed roadways; and,

WHEREAS, The City holds a Certificate of Convenience and Necessity for water service and a Certificate of Convenience and Necessity for sewer service issued by the Texas Commission on Environmental Quality (the “**TCEQ**”) or a predecessor agency, recognizing the City’s right to provide retail water and sewer service to the Property, and the City is the exclusive retail provider of water and wastewater service to the Property; and,

WHEREAS, The Property is not currently served by water, wastewater, drainage facilities, roads, or parks and recreation facilities, and, although there are parks and recreation facilities within the City and roads abutting the Property, there are no such facilities located upon the Property; and,

WHEREAS, The Parties desire to establish the agreed components of the land use, water, wastewater, streets, parks, drainage and other infrastructure required for the development of the Property pursuant to the Concept Plan and the Applicable Regulations, as defined below, and the agreed process for the construction, conveyance, and financing thereof on the terms and conditions set forth in this Agreement; and,

WHEREAS, Owner shall request annexation of the Property into the corporate boundaries of the City in phases to enable the Owner to obtain the benefits of this Agreement, to secure the City’s agreement to provide certain reimbursements to Owner in connection with the conveyance and financing of certain improvements, and to define, protect, and clarify approvals to be granted with respect to development of the Property pursuant to the Concept Plan and this Agreement; and,

WHEREAS, The Parties desire to establish certain restrictions and commitments to be imposed and made in connection with the development of the Property; to provide increased certainty to the City and Owner concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Owner and the City, for a period of years; and to identify planned land uses and permitted intensity of development of the Property before and after annexation as provided in this Agreement, which is promulgated under the City of Bastrop’s Home Rule Charter (“**City Charter**”), and state law, including, but not limited to Section 212.172 of the Texas Local Government Code.

NOW, THEREFORE, in exchange for the mutual promises and consideration herein expressed, other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and subject to the terms and conditions of this Agreement, the Parties agree as follows:

ARTICLE I. Incorporation of Recitals

1.01 Recitals Incorporated. The above and foregoing recitals are incorporated herein and made a part of this Agreement for all purposes.

ARTICLE II. Purposes, Consideration, Term and Termination

2.01 Property and Concept Plan. The Property is proposed for development as a unique mixed-use commercial subdivision, with approximately 286 acres of multi-faceted film studio facilities, including production facilities, sound stages, backlots, storage, and other ancillary and support spaces, approximately 40 acres of lodging or similar uses with associated amenities, and approximately 220 acres of restaurants, event space and recreational facilities, including a golf course, working dude ranch, campground, club house, parks and greenbelt areas, or similar uses as further contemplated by the City and Owner (the “**Project**”). The proposed Project is further illustrated by the detailed land plan, attached hereto as **Exhibit “C”**, which depicts buildings, structures, internal roadways, and other improvements for informational purposes only (“**Informational Land Plan**”). Owner will develop the Property and construct necessary infrastructure at the Owner’s expense in accordance with this Agreement (with the Owner being eligible for reimbursements as provided in this Agreement), the plans and specifications approved by the City, good engineering practices, and the Applicable Regulations, as defined in Section 4.01(b) of this Agreement.

2.02 General Benefits. Owner will benefit from the certainty and assurance of the development regulations applicable to the development of the Property and by virtue of the services that will be made available to the Property pursuant to the terms of this Agreement. The City will provide water and wastewater service to the Property on the same terms and conditions as such services are provided to similarly situated properties within the City. Owner has voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (a) the certainty and assurance of the development and use of the Property in accordance with this Agreement; (b) the

establishment of regulations applicable to the development of the Property; and (c) the water and wastewater services that will be made available to the Property pursuant to the terms of this Agreement. The City will benefit from this Agreement by virtue of its control over the development standards for the Property and by virtue of extension of its water and wastewater systems by Owner as herein provided with the City reimbursing expenses associated with water and wastewater infrastructure as provided by separate agreement to offset the cost incurred by Owner. The Parties expressly confirm and agree that development of the Property will be best accomplished through this Agreement and will substantially advance the legitimate interests of the City. ~~The City, by approval of this Agreement, further finds the execution and implementation of this Agreement is not inconsistent or in conflict with any of the policies, plans, or ordinances of the City.~~

2.03 Acknowledgement of Consideration. The benefits to the Parties set forth above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties. The City acknowledges that Owner will, during the term of this Agreement, proceed with the development of the Property in reliance upon the terms of this Agreement.

2.04 Authority. This Agreement is entered into, in part, under the statutory authority of Section 212.172 of the Texas Local Government Code, which authorizes the City to make written contracts with the owners of land establishing lawful terms and considerations that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities. The Parties intend that this Agreement authorize certain land uses and development of the Property, provide for the uniform review and approval of plats and development plans for the Property, provide exceptions to certain code provisions and ordinances, and provide other terms and consideration including the continuation of current land uses and zoning after annexation of each portion of the Property from the City's ETJ.

2.05 Term of Agreement; Termination. The term of this Agreement shall be forty-five (45) years from the Effective Date. Upon the expiration of this Agreement any and all rights pursuant to this Agreement shall expire; provided, this Agreement will terminate and expire earlier if: (a) Owner defaults in the performance of this Agreement and the default is not timely cured as provided in this Agreement, or (b) Owner defaults in the performance of any other contract or agreement between the Parties regarding or applicable to the development of the Property and the default is not timely cured within the time provided for cure in this Agreement.

ARTICLE III. Annexation; Sequence of Events

3.01 Annexation. Owner consents, and City hereby agrees, to the annexation of the Property into the City's corporate city limits, as permitted by Section 212.172(b)(7) of the Texas Local Government Code, on a phased basis as outlined in this Section, and the intent of this Agreement is to provide for the annexation of the Property for all purposes and shall constitute the Owner's vote for annexation. An annexation petition for any particular portion of the Property in a form substantially similar to that set forth in **Exhibit "D"** ("**Annexation Petition**") requesting annexation in accordance with Subchapter C-3, Chapter 43 of the Texas Local Government Code,

of such portion of the Property will be executed by the Owner and submitted to the City within ten (10) days after Owner files an application for site plan, building permit or other development approval for the Property, any one or more of such actions being referred to herein as “**Development Commencement**”. The City acknowledges that the Property will be developed in phases and that annexation of the Property shall occur in contiguous sections defined by metes and bounds, starting with a section of the Property contiguous with the City limits boundary located across the Colorado River, as Development Commencement occurs on each portion of the Property. Following receipt of the written request to annex, the Owner and City shall execute the negotiated municipal services agreement attached as **Exhibit “E”** (the “**Municipal Services Agreement**”). The Property will be annexed into the corporate limits of the City in accordance with the provisions of this Agreement, subject to the discretion of the City Council of the City and in compliance with the applicable notice and hearing requirements of Chapter 43 of the Texas Local Government Code. Owner requests annexation and zoning of the Property on a parcel-by-parcel basis as defined by metes and bounds within one-hundred twenty (120) days after Development Commencement. The City shall not charge an application fee for the annexation or zoning request. If Owner fails to present to the City an Annexation Petition signed by the landowner of the Property as provided in this Section or fails to actively support the annexation, the City may terminate this Agreement. The City agrees to not annex any portion of the Property until such time as Development Commencement occurs over the portion of the Property, at which time the annexation of such portion of the Property shall occur as described in this Article.

3.02 Contemplated Sequence of Events. The sequence of events contemplated by this Agreement is as follows:

(a) Approval of this Agreement by the City and Owner and City approval of Concept Plan as part of this Agreement;

(b) Owner to submit application for a single-lot final plat, in accordance with the Concept Plan, this Agreement, and Applicable Regulations, that provides for the platting of the Property as a single lot and for the dedication of the perimeter road pursuant to Section 4.12(b) of this Agreement;

(c) City to take any and all appropriate actions to ensure that a request for annexation is in full compliance with Chapter 43 of the Texas Local Government Code, including, but not limited to, annexation of portions of the Colorado River as might be necessary to create contiguity of parcels and extension of ETJ boundaries to include areas of the Property not currently recognized as part of the City’s ETJ;

(d) Execution of the Municipal Service Agreement and submission of the Annexation Petition and the zoning application, which will include the Concept Plan, by Owner within ten (10) days after Development Commencement of a particular phase, such submission may be made in sections as defined by metes and bounds;

(e) City acceptance of the Annexation Petition and beginning of notification, public hearings, and first reading for adoption of the annexation and zoning ordinance concurrently; and

(f) Second and final reading of ordinance annexing the submitted portion of Property, and second and final reading of an ordinance zoning the submitted portion of Property in accordance with this Agreement.

3.03 Initial Storage Structure. Notwithstanding the foregoing, City acknowledges that Owner intends to build a metal building of up to 40,000 square feet and a barn with stables (referred to herein as the “Initial Improvements”) for purposes of storage, property management and maintenance and the existing farm\ ranch operation on the Property, which Owner intends to continue on the Property until such time as the Project is fully built out. Provided that the Initial Improvements are related to such purposes, they may be constructed on the Property through the permit process and will not be considered Development Commencement triggering the annexation provisions of Section 3.01. The Initial Improvements shall only require those City approvals, if any, that are otherwise normally required for agricultural projects for a Property located within the ETJ.

3.04 Continuation of Land Use. The provisions of the Chapter 43.002 of the Texas Local Government Code shall continue to apply and shall remain in effect as to the Property after the Property is annexed and zoned in accordance with this Article. Owner shall not be prohibited from using the Property for any of the planned for land uses established in the Land Use Chart of the Concept Plan.

3.05 Continuation of Agricultural Use. The City and Owner agree and acknowledge that the Property is currently used for agricultural purposes and subject to a property tax exemption under Chapter 23 of the Texas Tax Code. It is the Owner’s intent to continue use of the Property for agricultural or wildlife preservation purposes until such time as it is developed. As portions of the Property are developed and taken out of agricultural use, Owner intends to continue use of the remaining, undeveloped portions of the Property for agricultural or wildlife preservation purposes. Notwithstanding anything herein to the contrary, the City agrees that such undeveloped portions of the Property shall be permitted to continue such agricultural use or wildlife preservation use.

ARTICLE IV.

Development of the Property

4.01 Applicable Regulations.

(a) Owner shall plan, plat, build-out and complete development and infrastructure on the Property in compliance with the Applicable Regulations and the Project Approvals, as those terms are defined in subsection (b), and this Agreement. The Property shall additionally be developed in compliance with the land uses and development standards as set forth in the Concept Plan. The specific sizes and configurations of buildings, street layouts and other project details as depicted on the Informational Land Plan are intended for illustrative purposes only and may be modified by the Developer on the site plans for the Property, provided that the Developer complies with the land use designations indicated on the Concept Plan and with the Project Approvals.

(b) In this Agreement, “**Applicable Regulations**” means and includes the federal, state, and local laws, rules and regulations, including, but not limited to, environmental regulations,

as they exist from time to time, subject to the provisions of Section 4.02 below, that are applicable to the development of the Property, and the City Code, as modified by the Project Approvals. The “**City Code**” are the City’s ordinances and duly adopted regulations in effect and existing on the Effective Date, portions of which may be amended from time to time as authorized by Chapter 245 of the Texas Local Government Code governing subdivision, zoning and site development of land that are applicable to the Property. The “**Project Approvals**” are all approvals, warrants, variances, waivers and exceptions to the City Code as set forth on the attached **Exhibit “F”**, and hereby approved by the City, that are necessary or required for the development of the Property with the densities and land uses proposed in this Agreement. If there is any conflict between this Agreement and the City Code, this Agreement will control.

4.02 Uniformity of Requirements. The Concept Plan, attached as **Exhibit “B”** and approved as of the Effective Date of this Agreement, constitutes an application by the Owner for the subdivision and development of the Property, and initiates the zoning, subdivision (if any), and development permit process for the Property. The Concept Plan shall be considered a development plan as provided in Section 212.172 of the Texas Local Government Code; however, under no circumstances shall the Concept Plan constitute a site plan as defined by the City Code. Subject to the terms and conditions of this Agreement, the City confirms, acknowledges and agrees that Owner has vested authority to develop the Property in accordance with the City Code, as modified by the Project Approvals, notwithstanding subsequently adopted ordinances, rules or regulations, or changes or modifications to the City’s ordinances, rules and regulations which will only be applicable to the extent allowed by Chapter 245 of the Texas Local Government Code (the “**Vested Rights**”). The Vested Rights shall terminate and expire in the event that: (1) the Owner, or its successors or assigns with respect to each affected parcel, agrees in writing to such modification or revocation; (2) Owner fails to complete and obtain final City acceptance of one or more sections of the subdivision for the Property within fifteen years after the Effective Date, or thereafter abandons development of the Property; (3) an application for a major change to the Concept Plan is submitted by the Owner which substantially changes the density, land uses, parkland or transportation improvements from that approved by this Agreement and the Project Approvals; or (4) state law or court order mandates otherwise. If there is any conflict between the City Code and the terms of this Agreement, the terms of this Agreement will control. The foregoing notwithstanding, the Owner agrees that its Vested Rights will terminate if the Owner does not submit an Annexation Petition to the City requesting the annexation of the Property as required by Section 3.01 of this Agreement.

4.03 Approval of Concept Plan.

(a) The Owner is entitled to develop the Property in compliance with this Agreement, the Applicable Regulations, and the Concept Plan, which has been reviewed and is hereby approved by the City as of the Effective Date of this Agreement.

(b) The Concept Plan hereby approved by the City is also approved for use as an exhibit for the Zoning Concept Scheme required by the City Code to complete the zoning application to be submitted to the City for final zoning of the Property upon annexation.

(c) The Property may have final plats submitted by the Owner in multiple phases or as a single-lot final plat, provided that such final plat(s) is not for use of the Property as a single-

family residential subdivision and otherwise in accordance with the Concept Plan, this Agreement, and Applicable Regulations.

(d) Due to the fact that the Property comprises a significant land area and its development will occur in phases over a number of years, modification to the Concept Plan may become desirable due to changes in market conditions or other factors. Minor variations of a final plat or site plan from the Concept Plan, such as minor changes to the driveway alignments or land use designation boundaries, will not require a formal amendment to the Concept Plan, and will be defined as “minor changes” in this Agreement. Subject to Section 4.05 below, major changes to the Concept Plan (which are any changes that are not defined as minor changes in this subsection) must be consistent with the terms of this Agreement and will be subject to review and approval by the Planning Department of the City, which will not be unreasonably withheld, conditioned or delayed.

4.04 Phased Development. Owner intends to develop the Property in phases. City consents to such phased development and agrees that portions of the Property not under active development may remain in use for agricultural and wildlife management as provided in this Agreement.

4.05 Land Uses and Densities. The City hereby confirms its approval of the Concept Plan, and specifically approves the land uses, exceptions, utility and roadway alignments and width of the rights-of-way and other matters shown on the Concept Plan and the Project Approvals. The Concept Plan depicts general land use designations. Notwithstanding anything in the City Code to the contrary, the Owners shall be entitled to develop the Property in accordance with the Applicable Regulations and the Concept Plan. Each general land use category may be increased by up to ten percent (10%) without requiring a Major Amendment.

4.06 Comprehensive Plan Amendment. Concurrently with the approval of this Agreement, the City has approved an amendment to the City Comprehensive Plan to modify the Future Land Use Map (“FLUM”). The amendment provides that the use indicated in the FLUM for the Property is changed from “Rural Residential” to “Industry” as reflected by the large single-owner site with uses established in this Agreement and depicted on the Concept Plan.

4.07 Zoning. The application for zoning of the Property will be to zone the Property, consistent with the Comprehensive Plan, as amended. It is the intent of the City to zone the Property as EC (or any other zoning designation appropriate for the Project). The zoning of the Property as provided herein concurrently with the annexation of the Property shall be incorporated into the Municipal Services Agreement pursuant to Section 43.0672 of the Texas Local Government Code and shall be subject to the process, notices, hearings and procedures applicable to all other properties within the City. The zoning process shall be commenced following execution of the Municipal Services Agreement where the parties agree to the terms of services to be provided as described in Section 3.01 and upon receipt of a zoning application that complies with this Agreement and the Applicable Regulations, provided that the City Council will not take final action on the zoning application until the Property is annexed into the City limits. Pursuant to Section 212.172(b)(8) of the Texas Local Government Code, the City agrees that the uses, development, and development intensity shown on and allowed in the Concept Plan, the Project Approvals, and in this Agreement shall be allowed for the Property after annexation. If the City

does not zone the Property with a designation which allows the Property to be legally developed in a manner which aligns with the described Project, Concept Plan, and this Agreement, then the Owner, in addition to the rights and remedies it may have under any other agreement with the City, shall have the right to enforce the obligations of the City under this Section pursuant to remedies that are available under applicable law, and Owner shall be allowed to request, and granted by the City, de-annexation of the Property.

4.08 Plat Approvals. Approval of a final plat and site plans shall be deemed to also be an update of the Concept Plan. Final Plats shall be approved if they are consistent with this Agreement and meet the Applicable Regulations.

4.09 Design and Construction. Owner will finance (if applicable), design, construct and install all required water facilities, wastewater facilities, streets (subject to Section 4.12), drainage facilities and other amenities and improvements required to develop the Property and the Project Facilities described in Article V below required to serve the Property (collectively the “**Public Improvements**”) at Owner’s sole cost and expense, subject to the reimbursements provided for in this Agreement or by separate agreement. Owner shall design and construct and install the Public Improvements to the Property in compliance with the Applicable Regulations (including, but not limited to, the posting of fiscal security and payment for fee-in-lieu as appropriate), the plans and specifications approved by the City, and good engineering practices.

4.10 Review/Submittal Fees. Except as otherwise provided in this Agreement, the City’s standard application, review and development fees associated with annexation and zoning shall be waived.

Open Space. In recognition of the character of the Project as a unique development and in acknowledgement of the substantial open space, recreational areas, greenbelts, trails and recreational facilities (“Open Space”) to be owned and maintained by Owner or by a property owners’ association (“**POA**”) and that will be provided by the Owners, the City agrees that no public parkland dedication, dedicated civic space, or fees in lieu of dedication will be required from Owner. On an overall Project basis, the Owners shall provide an amount of Open Space to be owned and maintained by Owner or by a POA that is equal to or in excess of the amount 220 acres shown in the Concept Plan. Owner shall have the right to modify the location and configuration of the Open Space to be owned and maintained by Owner or by a POA as a Minor Amendment provided that the total amount of such Open Space currently shown on the Concept Plan is not decreased more than ten (10) percent. Owner, or a POA established by Owners, shall be obligated to construct, operate and maintain such the Open Space provided in this Section. In the event Owner fails to construct the Open Space as provided on the Concept Plan, Owner shall be obligated to pay the applicable fee-in-lieu as required pursuant to the City Code and as offset by the Open Space actually constructed.

4.11 Transportation

(a) **Internal Roadways.** City approves an internal private roadway network within the Property. Roadway and streets within the Project shall be designated as private for the exclusive use of the Project’s users, residents, owners, tenants and guests. Such Owner or the POA shall be responsible for the maintenance and operation of the private streets. The Property may be divided

by subdivision, metes and bounds (if exempt from platting requirements under the Texas Local Government Code), or condominium regime with primary frontage and access to a public street or roadway. The private access driveways within the Project will not be required to meet the City's public street standards such driveways will only be required to meet the requirements of the Applicable Regulations.

(b) Public Right of Way. Owner shall dedicate, by a single-lot subdivision plat, a fifty-five and half (55.5) foot wide public right of way along the boundary of the Property, as depicted in **Exhibit "G" ("Perimeter Roadway")** and the width of right of way necessary to total forty (40) feet from the center line of Lovers Lane along Lovers Lane adjacent to the Property. Owner shall also pay fee-in-lieu to the City Transportation Fund in an amount equivalent to 100% of the estimated cost of construction of the northern portion of the Perimeter Roadway running from Lovers Lane parallel to Margies Way as a Local Collector: Rural Street (such portion being shown on Exhibit G as "Segment 1"), and an amount roughly proportional to the impact of the development upon the public transportation system based on a traffic impact analysis for the southern portion of the Perimeter Roadway running from Margies Way to El Camino River Road (such portion being shown on Exhibit G as "Segment 2") (collectively, "**Monetary Obligation**"). ~~— The Owner will~~ Notwithstanding the forgoing, the Monetary Obligation shall not include any costs associated with a bridge over the Colorado River or any roadway or other infrastructure associated with such bridge, provided that that the project developed on the Property is substantially similar to that depicted on the Concept Plan. The Owner will have the option to either construct the public roadway within the Dedicated ROW as a Local Connector Street: Rural Street or provide ~~—The~~ the Monetary Obligation for the ~~perimeter road way. This~~ Perimeter Roadway. Depending on the Owner's selected option, the portion of the Monetary Obligation paid or the portion of the Perimeter Roadway built will be determined by the City based on the portion of the Property being developed at the time of submitting a revised site plan. The Monetary Obligation may be paid over time with the submittal of a site plan application in payments corresponding with the phase of the Project submitted with that certain site plan application. Access for the property may only be taken from the Perimeter Roadway. Notwithstanding the forgoing, nothing here in shall prohibit Owner from connecting to public streets adjoining the Property in the manner shown on the Concept Plan. Owner reserves the right to choose the official name of the Perimeter Roadway, subject to Applicable Regulations and addressing requirements. Transportation obligations of this subsection shall satisfy all obligations by the Owner to contribute to roadway infrastructure.

(c) Related Agreements. The City agrees to work in good faith with Bastrop County and Owner to negotiate and execute a Public Improvement Agreement, as may be necessary, that describes the nature and scope of offsite roadway infrastructure improvements as identified by the traffic impact analysis in order to accommodate the Project.

(d) Transportation Master Plan. Concurrently with the approval of this Agreement, the City has approved an amendment to the City Transportation Master Plan. The amendment is reflective of roadways depicted on the Concept Plan and specifically includes provisions that (1) the proposed bridge across the Colorado River on the west side of the Property be relocated to outside the boundaries of the Property; (2) the main throughfare through the center of the Property be relocated to align with the eastern Property boundary, starting at the intersection of Lovers Land

and Margies Way, heading west parallel to Margies Way, and south down to El Camino River Road; (3) the roadway grids shown with the Property shall be eliminated in favor of private internal roadway network as provided by this Agreement. The internal roadways cannot be used to subdivide the property into smaller parcels without public street access or a Major Amendment to the Agreement.

ARTICLE V. Project Facilities

5.01 Project Facilities. The Project Facilities consists of the Water Line Project and the Wastewater Line Project described in Section 5.02 and 5.03 below (the “**Project Facilities**”).

5.02 Water Line Project. The Water Line Project consists of an extension of an offsite water transmission main (eight (8) inches in diameter) from the existing water line located at the City limits on Lovers Lane, along a route generally shown on **Exhibit “H”** (the “**Water Line**”), and all appurtenant facilities and equipment reasonably required to operate the Water Line (the “**Water Line Project**”). The construction of the Water Line Project will comply with the Applicable Regulations, plans and specifications approved by the City, this Agreement, and good engineering practices.

5.03 Wastewater Line Project. The Wastewater Line Project consists of an extension of an offsite wastewater transmission/collector lines (four (4) inch diameter forcemain and eight (8) inch diameter gravity) from an existing wastewater line, along a route generally shown on **Exhibit “H”** (the “**Wastewater Line**”), and all the appurtenant facilities and equipment reasonably required to operate the Wastewater Line (the “**Wastewater Line Project**”). The construction of the Wastewater Line Project will comply with the Applicable Regulations, plans and specifications approved by the City, this Agreement, and good engineering practices.

5.04 Oversizing. At the City’s request, Owner shall increase the size of the Water Line Project and/ or the Wastewater Line Project to a size determined by the City in order to accommodate a capacity in excess of that necessary to serve the Project (“**Oversized Project Facilities**”). Notification of such request by the City shall be in writing and provided to the Owner at the time the application for construction plans is submitted.

5.05 Water Tower. Owner may construct a water tower on the Property to be used as a functional water storage device. The maximum height of the water tower shall be one hundred and thirty (130) feet. At Owner’s discretion, the water tower may be (1) used privately to supplement fire flow requirements within the Property or (2) dedicated to the City (along with necessary easements) for public water storage purposes. The Owner shall have the absolute right, without a need for a permit, to use the water tower as signage (no obscene images or offensive language) for the Project if the water tower is for private functional use.. If the water tower is not constructed to serve a functional purpose, the water tower will be permitted with the City as a sign.

5.06 Timely Construction of Project Facilities. Owner shall design, construct, install and obtain City acceptance of the Project Facilities in accordance with the terms and conditions of this

Agreement. Such Project Facilities shall be completed by Owner on or before the expiration of seven (7) years after the annexation of the entirety of the Property. No final plat (if applicable) of land out of the Property will be recorded until the Project Facilities for that portion of the Property are completed by the Owner.

5.07 Eminent Domain. The Project Facilities are necessary and required improvements for the City's water and wastewater system. The City will provide use of all necessary City lands, rights-of-way and easements (as appropriate) and will provide further required easements or lands in fee simple as may be necessary for construction of that part or portion of the Project Facilities that is located outside the boundaries of the Property. It is acknowledged there is and exists a public necessity for the Project Facilities. City agrees to use its power of eminent domain to acquire such lands or easements as may be necessary for the construction of the Project Facilities. The reasonable costs and expenses of the City obtaining any easements and land required for the Project Facilities only and located outside the boundaries of the Property shall be paid by Owner, subject to the Owner's right to be reimbursed for such costs and expenses through the Incentives Agreement, as defined below.

ARTICLE VI.

Costs and Reimbursement of the Project Facilities

6.01 Project Facilities Costs and Expenses. All costs and expenses for designing, bidding, constructing, and installing the Project Facilities to be constructed by the Owner shall be paid by Owner. Owner shall be eligible for reimbursement via a separate incentives agreement with the City to be negotiated and executed prior to annexation of the first phase ("**Incentives Agreement**").

6.02 Reimbursable Costs. Owner shall contract for, fund and pay for the design, contract negotiation, installation and construction of the Project Facilities ("**Reimbursable Costs**") and shall be entitled to reimbursement of one hundred percent (100%) of the Reimbursable Costs from the City pursuant to the Incentives Agreement. In the event the City requests the Oversized Project Facilities, Owner shall be entitled to dollar-for-dollar reimbursement for the design, contract negotiation, installation and construction of the Oversized Project Facilities, as provided in a mutually agreeable agreement providing for such reimbursement which will be negotiated by the parties at a later date. Owner shall not receive or be entitled to receive any waivers or reimbursements from the City for any of the costs attributable to any portion of the Project Facilities that are not constructed in accordance with this Agreement, or that are not installed and constructed by Owner.

6.03 Surviving Obligation to Reimburse. If the City elects to terminate this Agreement because of a default by the Owner that remains uncured after expiration of the Cure Period in accordance with this Agreement, or if this Agreement expires of its own terms, such termination will not terminate the obligation of the City to reimburse the Owner for Reimbursable Costs or Oversizing Costs actually incurred by the Owner prior to the date of termination and that obligation will expressly survive any such termination. If the City terminates this Agreement after commencement of the Project Facilities by the Owner but prior to completion and acceptance of the Project Facilities, the City will nevertheless reimburse the Owner under this Agreement for

Reimbursable Costs and/or Oversizing Costs incurred by the Owner up to the date of termination only if the City is able to use the portion of the Project Facilities that have been constructed to complete the Project Facilities.

6.04 City's Option to Complete Project Facilities.

(a) In the event that the Owner fails to complete and obtain City acceptance of the Project Facilities, the City will have the right but not the obligation to complete the Project Facilities and to draw on any fiscal security guaranteeing the completion of the Project Facilities.

(b) In the event the City elects to complete the Project Facilities, the Owner agrees that all of Owner's right, title, and interest in the plans and specifications, designs, easements, real and personal property, and improvements acquired, produced or installed in aid of or necessary for completing such Project Facilities by the Owner or its engineers or contractors before such default shall become the property of the City and, in such event, the Owner will provide all necessary documentation to the City within five (5) business days of the City's request. To ensure that the City has all necessary rights to the plans and specifications for the Project Facilities and any other engineering services in the event of a default, Owner hereby assigns all its rights, title, and interest in the professional services agreements necessary for completion of the Project Facilities, expressly conditioned on Owner's default. The Owner agrees that the City will have the right to use such plans and specifications to complete the Project Facilities.

ARTICLE VII. Additional Agreements and Performance

7.01 Additional City Agreements. The City hereby agrees:

(a) The Owner agrees to waive the the 30-day mandated timeline in Section 212.009 of the Texas Local Government Code. The City shall cooperate with Owner to expeditiously process and review all development applications related to the Project. . Review comments and determinations from the City for any development application shall be provided in 21 business days or less. . The City will appoint a designated staff liaison for any development related matters.

(b) To reserve and ensure availability of three hundred twenty-five (325) LUE of water service for the Project during the term of this Agreement.

(c) To reserve and ensure availability of three hundred twenty-five (325) LUE of wastewater service shall be required for the Project during the term of this Agreement.

(d) After Owner completes construction and obtains City acceptance of the Project Facilities and upon Owner completing construction of a phase or section of the Property in compliance with the Applicable Regulations and the City giving final acceptance of that phase or section, the City will approve connections to the water and wastewater system and provide such services within the completed phase or section of the Property on the same terms and conditions as then provided within other areas of the City.

(e) To timely perform and complete each task, duty and responsibility of the City set forth in this Agreement and that, whenever the City's consent or approval is required under this Agreement, such approval will not be unreasonably withheld, conditioned or delayed, subject to the City's discretion with respect to exercising its legislative authority.

7.02 Additional Owner Agreements. Owner hereby agrees:

(a) To develop the Property and construct all infrastructure required for the Project in compliance with the Applicable Regulations.

(b) To establish one or more POA, as may be necessary or appropriate at the discretion of the Owner, to maintain open space, parkland, private roadways, and common areas pursuant to appropriate articles and bylaws.

(c) The City's fees and charges currently provided for in the Applicable Regulations may be amended by the City from time to time, and Owner, its grantees, successors and assigns, shall pay to the City such fees and charges, as amended, for or with respect to the development of the Property, including, but not limited to, subdivision application fees, building permit fees, and water and wastewater impact, tap and use fees, except as may be otherwise provided in this Agreement.

(d) Pursuant to the Professional Service Agreement dated March 24, 2021, Owner shall pay to the City the reasonable costs and expenses incurred by the City for legal services in connection with the negotiation and implementation of this Agreement.

(e) To timely perform and complete each task, duty and responsibility of Owner set forth in this Agreement.

(f) Each lot, tract, parcel, or building site within the Property shall be required to pay the Impact Fees in the amount that is established by City ordinance as of the application submittal date for site plan for that certain phase of the Project. If Owner wishes to retain the reservation of LUE's as provided herein, the City reserves the right to require Owner to pay reservation fees or impose a deadline for the payment of impact fees to retain such LUE's. The parties will enter into a mutually agreeable utility service agreement with the terms for payment of such fees and other provisions related to service.

ARTICLE VIII.

Assignment of Commitments and Obligations

8.01 Owner Assignment of Agreement. Owner's rights and obligations under this Agreement may be assigned by Owner with prior written consent of the City, which shall not be unreasonably withheld, to a POA and/or to one (1) or more purchasers of all or part of the Property.

8.02 Binding Obligations. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns. This Agreement shall be recorded by the Owner in the Official Public Records of Bastrop County, Texas within sixty (60) days after the Effective Date.

If Owner fails to record this Agreement within sixty (60) days after the Effective Date, such failure shall be a default by Owner.

8.03 Not Binding on End Users. As provided in Section 212.172(f) of the Texas Local Government Code, this Agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot.

ARTICLE IX.

Default; Reservation of Rights; Attorney's Fees; Waiver

9.01 Default. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of sixty (60) business days after receipt by such Party of notice of default from the other Party ("**Cure Period**"). Upon the passage of the Cure Period without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that, if the nature of the default is such that it cannot reasonably be cured within the Cure Period, the Party receiving the notice of default may during such Cure Period give the other Party written notice that it has commenced cure within the Cure Period and will diligently and continuously prosecute the cure to completion as reasonably soon as possible, and such written notice together with diligent and continuous prosecution of the cure shall extend the Cure Period for up to an additional ninety (90) calendar days so long as the cure is being diligently and continuously pursued during such time; and provided further that, if the cure cannot be reasonably accomplished within the additional ninety (90) calendar day period but the applicable facts, circumstances and progress establish that a cure will be obtained within a reasonable period of time following the expiration of the ninety (90) calendar day period, the time for cure will be extended for an additional period of time as mutually agreed by the Parties (such agreement not to be unreasonably withheld); provided, further, that if a default is not cured within the applicable Cure Period, or, as applicable, written notice having been given and cure being commenced and diligently and continuously prosecuted, within the additional ninety (90) calendar days after the giving of the written notice, or, as otherwise applicable, within the time mutually agreed by the Parties due to the defaulting Party not being able to obtain a cure within the additional ninety (90) calendar days after the defaulting Party gives written notice that it is commencing cure, then the non-defaulting Party may pursue the remedies set forth in this Agreement. Notwithstanding any provision contained herein to the contrary, nothing herein shall prevent the City from calling a letter of credit or other fiscal surety if such letter of credit or fiscal surety will expire and the infrastructure that is guaranteed thereunder has not been constructed within the timeframes required by the City Code.

9.02 Default and Termination. Notwithstanding any other term or provision of this Agreement, if Owner defaults in the performance of a duty or obligation of Owner provided in this Agreement, and such default is not timely cured after notice and expiration of the Cure Period, the City may terminate and cancel this Agreement, seek to specifically enforce the obligations of the City under this Agreement, or seek other available remedy at law or equity. If the City defaults in the performance of a duty or obligation of the City provided in this Agreement, and such default is not timely cured after notice and expiration of the Cure Period, Owner may terminate and cancel this Agreement (in which event the City shall be obligated to disannex the Property), seek to

specifically enforce the obligations of the City under this Agreement, or seek other available remedy at law or equity.

9.03 Reservation of Rights; Limited Immunity Waiver.

(a) To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws, and neither Party waives any legal right or defense available under law or in equity. Except as specifically provided in Section 9.03(b), nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or its officers and employees, and neither the City, nor its officers and employees waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

(b) By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights, except as specifically provided in this Section 9.03(b). The City waives governmental immunity from suit and immunity from liability as to any action brought by the Owner to enforce the terms, provisions and conditions of this Agreement, but only to the extent necessary to pursue such remedies if the City fails to reimburse the Reimbursable Costs as required under this Agreement. Nothing in this Section shall waive any claims, defenses or immunities that the City may have with respect to suits filed by persons or entities other than a party to this Agreement.

9.04 Attorney's Fees. A Party shall be liable to the other Party for attorney fees or costs incurred in connection with any litigation between the parties, in which a Party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

9.05 Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

9.06 Remedies Cumulative. The remedies described in this Article are in addition to and not in replacement of any other remedies at law or in equity that a Party may have as a result of any breach.

ARTICLE X. Force Majeure

10.01 Definition. The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods;

washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the Party claiming such inability.

10.02 Notice of Default. If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such Party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the Party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

10.03 Settlements and Strikes. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the Party having the difficulty.

ARTICLE XI. Notices

11.01 Method of Notice. Any notice to be given hereunder by a Party to another Party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested or by e-mail, to the addresses set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed or when delivered by e-mail.

Any notice mailed to the City shall be addressed:

City of Bastrop
Attn: City Manager
1311 Chestnut Street
Bastrop, Texas 78602
Phone: (512) 332-8800
E-mail: phofmann@cityofbastrop.org

with copy to:

Bojorquez Law Firm, PC
Attn: Alan Bojorquez
11675 Jollyville Road, Suite 300
Austin, Texas 78746
Telephone: (512) 250-0411
Email: alan@texasmunicipallawyers.com

Any notice mailed to Owner shall be addressed:

Bastrop Colorado Bend, LLC
Attn: Alton Butler
12224 Montague Street
Pacoima, California 91331
Email: altonbutler@line204.com

With copy to:

McLean & Howard, LLP
Attn: Bill McLean
901 S. Mopac Expressway
Building II, Suite 225
Austin, Texas 78746
Telephone: (512) 328-2008
Email: bmclean@mcleanhowardlaw.com

and

David Heckler
2218 Race Street
Philadelphia, PA 19103
Telephone: 610.937.0077
Email: dheckler@watchdogpm.com

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

ARTICLE XII. Miscellaneous Provisions

12.01 Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the City and Owner voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Owner to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City Code. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Owner hereby waives any and all claims or causes of action Owner may have for or with respect to any duty or obligation undertaken by Owner pursuant to this Agreement, including any benefits that may have been otherwise available to Owner but for this Agreement. Owner specifically releases any equitable or legal claim that it may have against the City regarding, or with respect to, the duty or obligation of the Owner to install or construct any project or obligation undertaken by Owner pursuant to this Agreement. The foregoing notwithstanding, the Owner specifically does not waive or release any claim or cause of action that Owner may have as a result of the City's breach of its agreements hereunder, including its agreement to reimburse the Reimbursable Costs as provided herein.

12.02 Entire Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

12.03 Resolution of Conflicts. Notwithstanding anything in this Agreement to the contrary, the following hierarchy shall apply in resolving conflicts between development requirements: (i) the Project Approvals, (ii) the Concept Plan, (iii) this Agreement, and (iv) the Applicable Regulations and City Code.

12.04 No Joint Venture. 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 Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City's ETJ pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

12.05 No Third Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

12.06 Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall be not be affected thereby.

12.07 Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

12.08 Texas Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Bastrop County, Texas. Venue shall lie exclusively in the State District Courts of Bastrop County, Texas.

12.09 Timely Performance. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

12.10 Exhibits. The following Exhibits to this Agreement are incorporated herein by reference for all purposes:

Exhibit A Property

Exhibit B	Concept Plan
Exhibit C	Informational Land Plan
Exhibit D	Annexation Petition
Exhibit E	Municipal Services Agreement
Exhibit F	Project Approvals
Exhibit G	Dedicated ROW
Exhibit H	Water Line Project and Wastewater Line Project

[Signature pages follow]

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

OWNER:

BASTROP COLORADO BEND, LLC,
a Texas limited liability company

Alton Butler, Manager

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____ 2021,
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 Texas

FIELD NOTES

BEING ALL OF THAT CERTAIN 546.364 ACRE TRACT OF LAND SITUATED IN THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF A CALLED 551.957 ACRE TRACT OF LAND CONVEYED TO BASTROP 552, LLLP. IN VOLUME 1694, PAGE 31, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 546.364 ACRE TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at an eastern corner of said 551.957 acre tract, being 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), for an easter corner and the **POINT OF BEGINNING** for the herein described tract,

THENCE, N77°48'10"W, with a southern line of said 551.957 acre tract, the north line of said Margie's Way, the north line of River Meadows, Phase 1, a subdivision recorded in Cabinet 4, Slide 16-B, Plat Records of Bastrop County, Texas, and the north line of River Meadows, Phase 2, a subdivision recorded in Cabinet 4, slide 89-B, Plat Records of Bastrop County, Texas, a distance of 3012.19 feet to a 1/2 inch iron rod found at an interior corner of said 551.957 acre tract, being at the northwest corner of Lot 34, said River Meadows, Phase 2, for an interior corner of the herein described tract of land,

THENCE, S12°59'16"W, with an eastern line of said 551.957 acre tract, the west line of said River Meadows, Phase 2, the west line of a called 45.088 acre tract of land conveyed to Palm Properties, LLC. in Document Number 201700307, Official Public Records of Bastrop County, Texas, the west line of a called 9.00 acre tract of land conveyed to Stephanie and Christopher Kennedy in Document Number 201711276, Official Public Records of Bastrop County, Texas, and the west line of El Camino Real Estates, a subdivision recorded in Cabinet 1, Slide 139-B, Plat Records of Bastrop County, Texas, passing at a distance of 3881.20 feet a 1/2 inch iron rod found at the southwest corner of said 9.00 acre tract of land, being at the northern terminus of El Camino River Road (50' R.O.W.), passing at a distance of 4554.28 feet a 1/2 inch iron rod found for reference in the east line of said 551.957 acre tract, being in the west line of Lot 1, said El Camino Real Estates, and continuing for a total distance of 4594.87 feet to a calculated point at the southeast corner of said 551.957 acre tract, being at the top of low bank of the Colorado River as located on March 1, 2021, for the southeast corner of the herein described tract of land,

THENCE, with the common line of said 551.957 acre tract and the top of low bank of the Colorado River, the following thirty-four (34) courses and distances, numbered 1 through 34,

- 1) N89°46'39"W, a distance of 230.10 feet to a calculated point for corner,
- 2) N86°00'39"W, a distance of 389.82 feet to a calculated point for corner,
- 3) N85°51'37"W, a distance of 322.79 feet to a calculated point for corner,
- 4) N79°11'56"W, a distance of 129.30 feet to a calculated point for corner,
- 5) N60°38'48"W, a distance of 240.72 feet to a calculated point for corner,
- 6) N49°55'01"W, a distance of 211.62 feet to a calculated point for corner,
- 7) N39°18'26"W, a distance of 218.23 feet to a calculated point for corner,
- 8) N18°32'25"W, a distance of 310.28 feet to a calculated point for corner,
- 9) N17°16'22"W, a distance of 618.43 feet to a calculated point for corner,
- 10) N10°50'27"W, a distance of 1006.85 feet to a calculated point for corner,
- 11) N03°26'28"E, a distance of 374.96 feet to a calculated point for corner,
- 12) N19°02'44"W, a distance of 590.19 feet to a calculated point for corner,
- 13) N08°20'37"W, a distance of 445.61 feet to a calculated point for corner,
- 14) N04°27'12"W, a distance of 972.32 feet to a calculated point for corner,

- 15) N23°56'49"E, a distance of 405.92 feet to a calculated point for corner,
- 16) N31°55'03"E, a distance of 492.65 feet to a calculated point for corner,
- 17) N42°19'52"E, a distance of 761.71 feet to a calculated point for corner,
- 18) N24°20'02"E, a distance of 76.48 feet to a calculated point for corner,
- 19) N76°42'21"E, a distance of 215.54 feet to a calculated point for corner,
- 20) S82°26'37"E, a distance of 136.05 feet to a calculated point for corner,
- 21) S71°34'16"E, a distance of 245.56 feet to a calculated point for corner,
- 22) S84°53'14"E, a distance of 113.77 feet to a calculated point for corner,
- 23) S82°27'35"E, a distance of 66.95 feet to a calculated point for corner,
- 24) S76°43'02"E, a distance of 57.36 feet to a calculated point for corner,
- 25) S57°42'57"E, a distance of 45.23 feet to a calculated point for corner,
- 26) S41°47'14"E, a distance of 98.85 feet to a calculated point for corner,
- 27) S86°03'31"E, a distance of 334.43 feet to a calculated point for corner,
- 28) S89°43'45"E, a distance of 427.61 feet to a calculated point for corner,
- 29) N85°04'35"E, a distance of 461.81 feet to a calculated point for corner,
- 30) N81°27'34"E, a distance of 508.87 feet to a calculated point for corner,
- 31) N73°46'29"E, a distance of 913.85 feet to a calculated point for corner,
- 32) N58°31'45"E, a distance of 629.23 feet to a calculated point for corner,
- 33) N71°38'34"E, a distance of 1234.21 feet to a calculated point for corner, and
- 34) N70°58'40"E, a distance of 849.49 feet to a calculated point at the northeast corner of said 551.957 acre tract, being at the top of low bank of the Colorado River, same being at the apparent northwest corner of a called 5.098 acre tract of land conveyed to James and Cindy Mikulenska in Volume 2336, Page 69, Official Public Records of Bastrop County, Texas, for the northeast corner of the herein described tract of land,

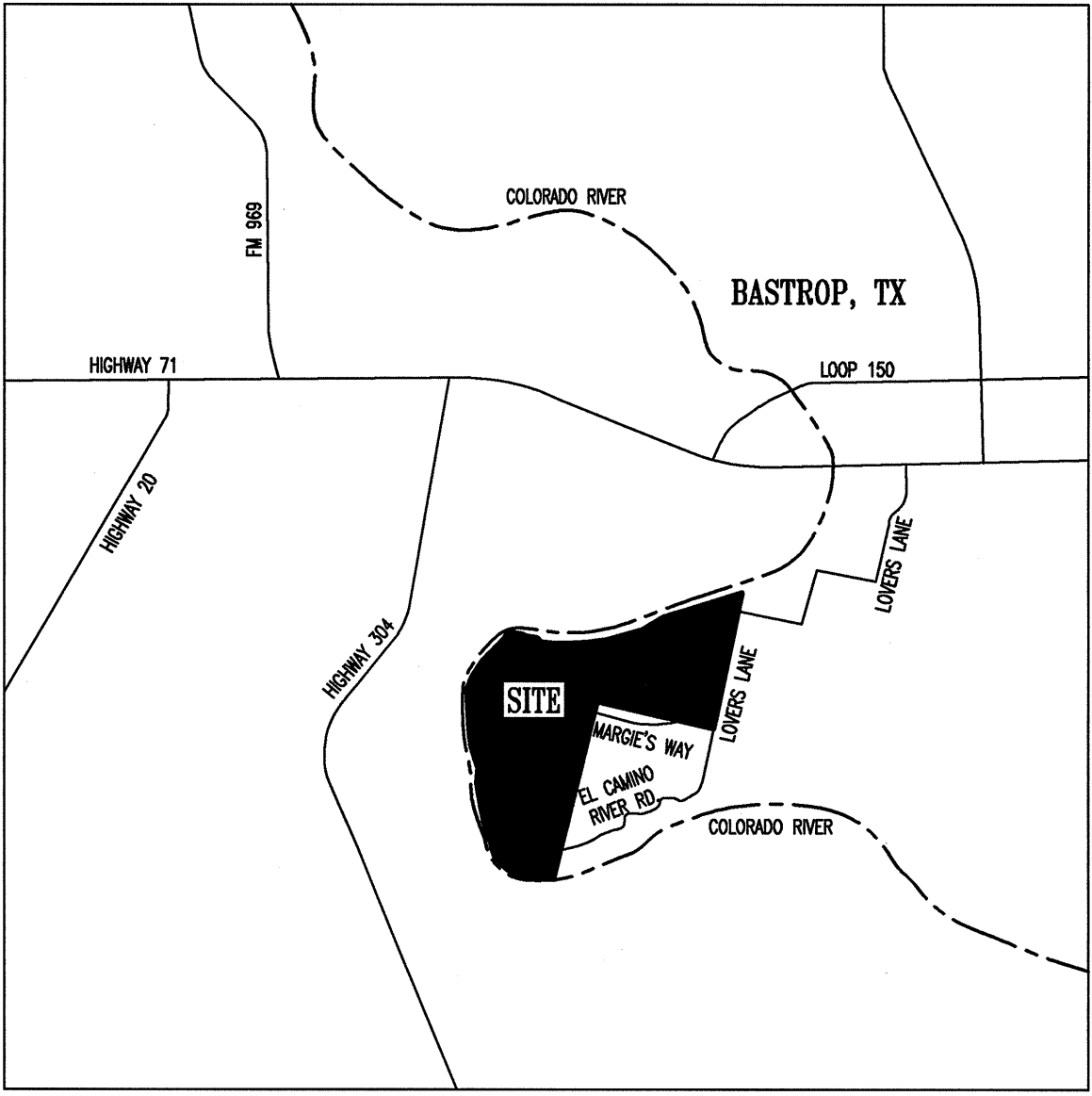
THENCE, S10°27'05"W, with the common line of said 5.098 acre tract and said 551.957 acre tract, passing at a distance of 100.00 feet a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for reference, and continuing for a total distance of 465.77 feet to a 1/2 inch iron rod found at the southwest corner of said 5.098 acre tract, being in a northern line of said Lovers Lane,

THENCE, S10°55'05"W, with the common line of said 551.957 acre tract and said Lovers Lane, a distance of 3056.71 feet to the **POINT OF BEGINNING** and containing 546.364 acres of land.

Surveyed by: _____
AARON V. THOMASON, RPLS NO. 6214
Carlson, Brigrance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
aaron@cbdeng.com

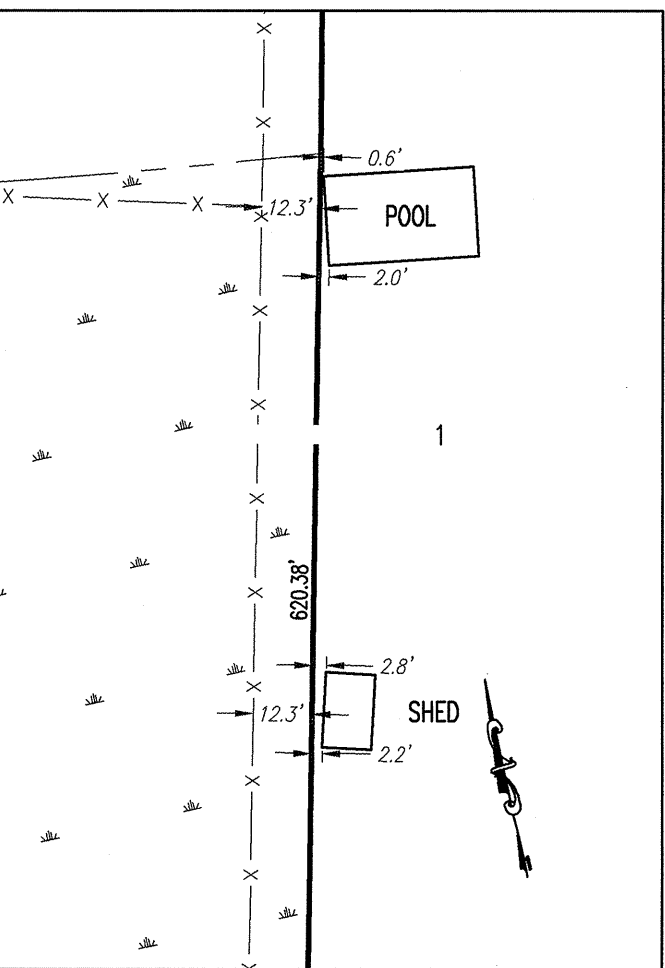
BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203)

ALTA SURVEY OF 546.364 ACRES SITUATED IN THE STEPHEN F. AUSTIN SURVEY, ASBTRACT NUMBER 2, BASTROP COUNTY, TEXAS, BEING ALL OF THAT CALLED 551.957 ACRE TRACT OF LAND CONVEYED TO BASTROP 552, LLLP. IN VOLUME 1694, PAGE 31, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS.



SCALE: 1" = 400'

- LEGEND
- BENCHMARK
 - 1/2" IRON ROD FOUND
 - 1/2" CAPPED IRON ROD SET
 - CALCULATED POINT
 - GUY POLE
 - POWER POLE
 - SIGN
 - WATER VALVE
 - FIRE HYDRANT
 - OVERHEAD ELECTRIC LINE
 - WIRE FENCE



SCALE: 1"=40'

Line #	Length	Direction
L1	230.10	N89°46'39"W
L2	389.82	N86°00'39"W
L3	322.79	N85°51'37"W
L4	129.30	N79°11'56"W
L5	240.72	N60°38'48"W
L6	211.62	N49°55'01"W
L7	218.23	N39°18'26"W
L8	310.28	N18°32'25"W
L9	618.43	N17°16'22"W
L10	1006.85	N10°50'27"W
L11	374.96	N03°26'28"E
L12	590.19	N19°02'44"W
L13	445.61	N08°20'37"W
L14	972.32	N04°27'12"W
L15	405.92	N23°56'49"E
L16	492.65	N31°55'03"E
L17	761.71	N42°19'52"E
L18	76.48	N24°20'02"E

Line #	Length	Direction
L19	215.54	N76°42'21"E
L20	136.05	S82°26'37"E
L21	245.56	S71°34'16"E
L22	113.77	S84°53'14"E
L23	66.85	S82°27'35"E
L24	57.36	S76°43'02"E
L25	45.23	S57°42'57"E
L26	98.85	S41°47'14"E
L27	334.43	S86°03'31"E
L28	427.61	S88°43'45"E
L29	461.81	N85°04'35"E
L30	508.87	N87°27'34"E
L31	913.85	N73°46'29"E
L32	629.23	N58°31'45"E
L33	1234.21	N71°38'34"E
L34	849.49	N70°58'40"E
L35	465.77	S10°27'05"W

NOTE:
A PORTION OF THE LEGALLY DESCRIBED PROPERTY IS WITHIN A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP NUMBER 48021C0355E FOR BASTROP COUNTY, TEXAS, DATED JANUARY 19, 2006, AND REVISED BY LOMR - 19-06-0976P, DATED NOVEMBER 18, 2019.

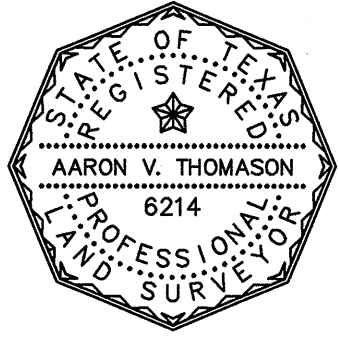
BENCHMARK:
TBM-1:
1/2" IRON ROD SET STAMPED "CONTROL POINT"
NORTH:10010313.37, EAST:3245471.66 (NAD83)
371.23' (NAVD88)

TO: ASAS, LLC., BASTROP 552, LLLP, AND TITLE RESOURCES GUARANTY COMPANY,
OFF# T-141384, EFFECTIVE: DECEMBER 28, 2020

STATE OF TEXAS:
COUNTY OF BASTROP:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS.
FIELD WORK COMPLETED: 11TH DAY OF MARCH, 2021
MAP DATE: THIS THE 23RD DAY OF MARCH, 2021

AARON V. THOMASON, R.P.L.S. NO. 6214
CARLSON, BRIGANCE, AND DOERING
5501 WEST WILLIAM CANNON
AUSTIN, TX 78749
PH: 512-282-0170
AARON@CBDENG.COM



BEING ALL OF THAT CERTAIN 546.364 ACRE TRACT OF LAND SITUATED IN THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF A CALLED 551.957 ACRE TRACT OF LAND CONVEYED TO BASTROP 552, LLLP, IN VOLUME 1694, PAGE 31, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 546.364 ACRE TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD FOUND AT AN EASTERN CORNER OF SAID 551.957 ACRE TRACT, BEING 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), FOR AN EASTER CORNER AND THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT,

THENCE, N77°48'10"W, WITH A SOUTHERN LINE OF SAID 551.957 ACRE TRACT, THE NORTH LINE OF SAID MARGIE'S WAY, THE NORTH LINE OF RIVER MEADOWS, PHASE 1, A SUBDIVISION RECORDED IN CABINET 4, SLIDE 16-B, PLAT RECORDS OF BASTROP COUNTY, TEXAS, AND THE NORTH LINE OF RIVER MEADOWS, PHASE 2, A SUBDIVISION RECORDED IN CABINET 4, SLIDE 89-B, PLAT RECORDS OF BASTROP COUNTY, TEXAS, A DISTANCE OF 3012.19 FEET TO A 1/2 INCH IRON ROD FOUND AT AN INTERIOR CORNER OF SAID 551.957 ACRE TRACT, BEING AT THE NORTHWEST CORNER OF LOT 34, SAID RIVER MEADOWS, PHASE 2, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, S12°59'16"W, WITH AN EASTERN LINE OF SAID 551.957 ACRE TRACT, THE WEST LINE OF SAID RIVER MEADOWS, PHASE 2, THE WEST LINE OF A CALLED 45.088 ACRE TRACT OF LAND CONVEYED TO PALM PROPERTIES, LLC, IN DOCUMENT NUMBER 201700307, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, THE WEST LINE OF A CALLED 8.00 ACRE TRACT OF LAND CONVEYED TO STEPHANIE AND CHRISTOPHER KENNEDY IN DOCUMENT NUMBER 201711276, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND THE WEST LINE OF EL CAMINO REAL ESTATES, A SUBDIVISION RECORDED IN CABINET 1, SLIDE 139-B, PLAT RECORDS OF BASTROP COUNTY, TEXAS, PASSING AT A DISTANCE OF 3881.20 FEET A 1/2 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 9.00 ACRE TRACT OF LAND, BEING AT THE NORTHERN TERMINUS OF EL CAMINO REAL ROAD (50' R.O.W.), PASSING AT A DISTANCE OF 4554.28 FEET A 1/2 INCH IRON ROD FOUND FOR REFERENCE IN THE EAST LINE OF SAID 551.957 ACRE TRACT, BEING IN THE WEST LINE OF LOT 1, SAID EL CAMINO REAL ESTATES, AND CONTINUING FOR A TOTAL DISTANCE OF 4594.87 FEET TO A CALCULATED POINT AT THE SOUTHEAST CORNER OF SAID 551.957 ACRE TRACT, BEING AT THE TOP OF LOW BANK OF THE COLORADO RIVER AS LOCATED ON MARCH 1, 2021, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE COMMON LINE OF SAID 551.957 ACRE TRACT AND THE TOP OF LOW BANK OF THE COLORADO RIVER, THE FOLLOWING THIRTY-FOUR (34) COURSES AND DISTANCES, NUMBERED 1 THROUGH 34,

- 1) N89°46'39"W, A DISTANCE OF 230.10 FEET TO A CALCULATED POINT FOR CORNER,
- 2) N86°00'39"W, A DISTANCE OF 389.82 FEET TO A CALCULATED POINT FOR CORNER,
- 3) N85°51'37"W, A DISTANCE OF 322.79 FEET TO A CALCULATED POINT FOR CORNER,
- 4) N79°11'56"W, A DISTANCE OF 129.30 FEET TO A CALCULATED POINT FOR CORNER,
- 5) N60°38'48"W, A DISTANCE OF 240.72 FEET TO A CALCULATED POINT FOR CORNER,
- 6) N49°55'01"W, A DISTANCE OF 211.62 FEET TO A CALCULATED POINT FOR CORNER,
- 7) N39°18'26"W, A DISTANCE OF 218.23 FEET TO A CALCULATED POINT FOR CORNER,
- 8) N18°32'25"W, A DISTANCE OF 310.28 FEET TO A CALCULATED POINT FOR CORNER,
- 9) N17°16'22"W, A DISTANCE OF 618.43 FEET TO A CALCULATED POINT FOR CORNER,
- 10) N10°50'27"W, A DISTANCE OF 1006.85 FEET TO A CALCULATED POINT FOR CORNER,
- 11) N03°26'28"E, A DISTANCE OF 374.96 FEET TO A CALCULATED POINT FOR CORNER,
- 12) N19°02'44"W, A DISTANCE OF 590.19 FEET TO A CALCULATED POINT FOR CORNER,
- 13) N08°20'37"W, A DISTANCE OF 445.61 FEET TO A CALCULATED POINT FOR CORNER,
- 14) N04°27'12"W, A DISTANCE OF 972.32 FEET TO A CALCULATED POINT FOR CORNER,
- 15) N23°56'49"E, A DISTANCE OF 405.92 FEET TO A CALCULATED POINT FOR CORNER,
- 16) N31°55'03"E, A DISTANCE OF 492.65 FEET TO A CALCULATED POINT FOR CORNER,
- 17) N42°19'52"E, A DISTANCE OF 761.71 FEET TO A CALCULATED POINT FOR CORNER,
- 18) N24°20'02"E, A DISTANCE OF 76.48 FEET TO A CALCULATED POINT FOR CORNER,
- 19) N76°42'21"E, A DISTANCE OF 215.54 FEET TO A CALCULATED POINT FOR CORNER,
- 20) S82°26'37"E, A DISTANCE OF 136.05 FEET TO A CALCULATED POINT FOR CORNER,
- 21) S71°34'16"E, A DISTANCE OF 245.56 FEET TO A CALCULATED POINT FOR CORNER,
- 22) S84°53'14"E, A DISTANCE OF 113.77 FEET TO A CALCULATED POINT FOR CORNER,
- 23) S82°27'35"E, A DISTANCE OF 66.85 FEET TO A CALCULATED POINT FOR CORNER,
- 24) S76°43'02"E, A DISTANCE OF 57.36 FEET TO A CALCULATED POINT FOR CORNER,
- 25) S57°42'57"E, A DISTANCE OF 45.23 FEET TO A CALCULATED POINT FOR CORNER,
- 26) S41°47'14"E, A DISTANCE OF 98.85 FEET TO A CALCULATED POINT FOR CORNER,
- 27) S86°03'31"E, A DISTANCE OF 334.43 FEET TO A CALCULATED POINT FOR CORNER,
- 28) S89°43'45"E, A DISTANCE OF 427.61 FEET TO A CALCULATED POINT FOR CORNER,
- 29) N85°04'35"E, A DISTANCE OF 461.81 FEET TO A CALCULATED POINT FOR CORNER,
- 30) N81°27'34"E, A DISTANCE OF 508.87 FEET TO A CALCULATED POINT FOR CORNER,
- 31) N73°46'29"E, A DISTANCE OF 913.85 FEET TO A CALCULATED POINT FOR CORNER,
- 32) N58°31'45"E, A DISTANCE OF 629.23 FEET TO A CALCULATED POINT FOR CORNER,
- 33) N71°38'34"E, A DISTANCE OF 1234.21 FEET TO A CALCULATED POINT FOR CORNER, AND
- 34) N70°58'40"E, A DISTANCE OF 849.49 FEET TO A CALCULATED POINT AT THE NORTHEAST CORNER OF SAID 551.957 ACRE TRACT, BEING AT THE TOP OF LOW BANK OF THE COLORADO RIVER, SAME BEING AT THE APPARENT NORTHWEST CORNER OF A CALLED 5.098 ACRE TRACT OF LAND CONVEYED TO JAMES AND CINDY MIKULENKA IN VOLUME 2336, PAGE 69, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, S10°27'05"W, WITH THE COMMON LINE OF SAID 5.098 ACRE TRACT AND SAID 551.957 ACRE TRACT, PASSING AT A DISTANCE OF 100.00 FEET A 1/2 INCH IRON ROD SET STAMPED "CDB SETSTONE" FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 465.77 FEET TO A 1/2 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 5.098 ACRE TRACT, BEING IN A NORTHERN LINE OF SAID LOVERS LANE,

THENCE, S10°55'05"W, WITH THE COMMON LINE OF SAID 551.957 ACRE TRACT AND SAID LOVERS LANE, A DISTANCE OF 3056.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 546.364 ACRES OF LAND.

ACCORDING TO THE TITLE COMMITMENT G.F. NO. T-141384, EFFECTIVE DATE DECEMBER 28, 2020:

THIS TRACT OF LAND IS SUBJECT TO THE FOLLOWING:

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

4. A DRAINAGE EASEMENT GRANTED TO THE CITY OF BASTROP AS DESCRIBED IN DOCUMENT NUMBER 201609619, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS. (SHOWN HEREON)

ACCORDING TO THE TITLE COMMITMENT G.F. NO. T-141384, EFFECTIVE DATE DECEMBER 28, 2020:

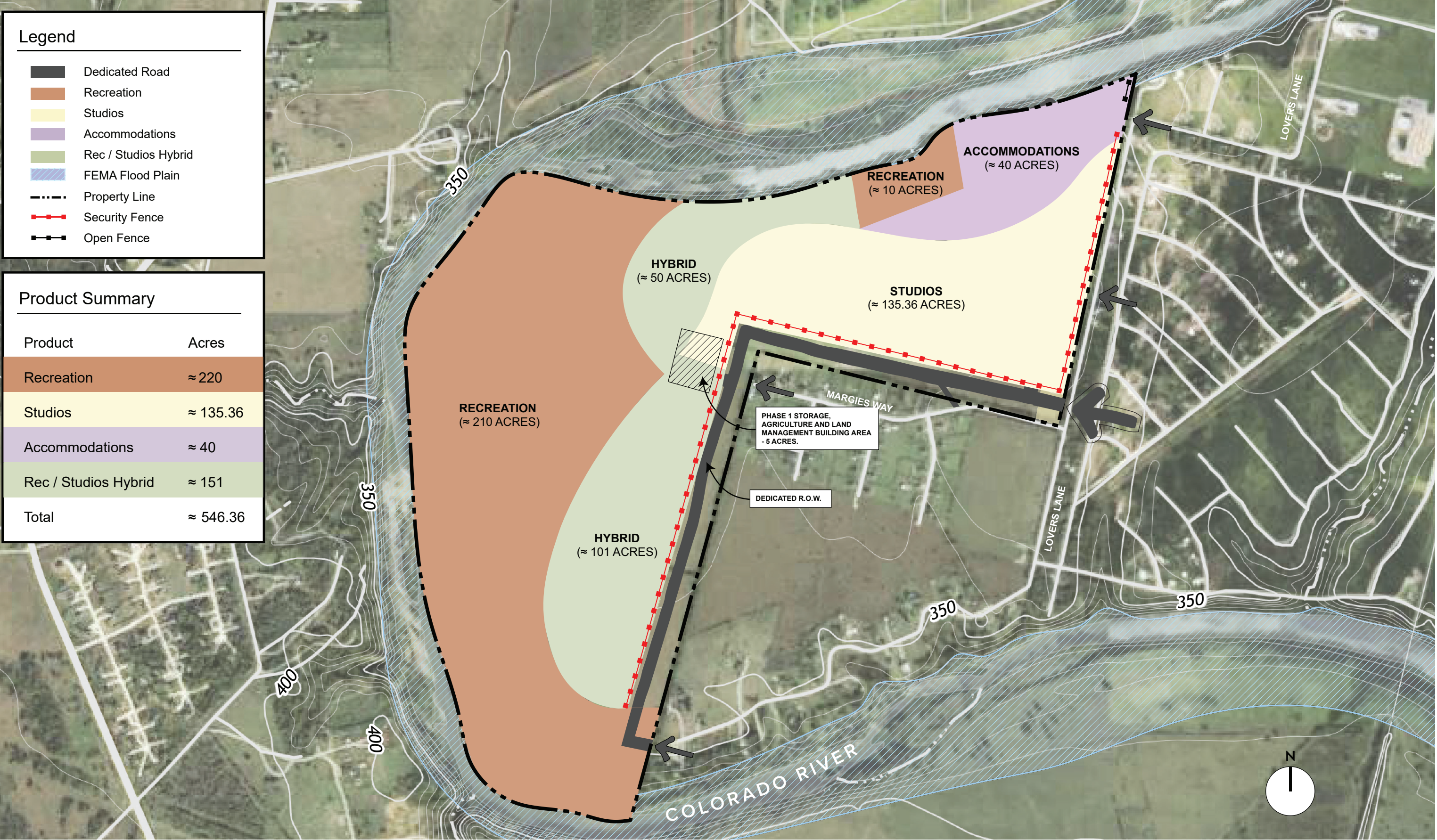
THIS TRACT OF LAND IS NOT SUBJECT TO THE FOLLOWING:

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

3. AN ELECTRIC FACILITIES EASEMENT GRANTED TO BLUEBONNET ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 1914, PAGE 781, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS. (NORTH OF PROPERTY)

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 REG. # 10024900
Civil Engineering Surveying
5501 West William Cannon Austin, Texas 78749
Phone No. (512) 280-5160 Fax No. (512) 280-5165



PERMITTED LAND USES

* All uses below are permitted in support of the Project

STUDIO	HOUSING	RECREATION	HYBRID
Accessory Building (non-residential)	Caretaker's / Guard's Residence	Alcoholic Beverage Establishment (beer/wine/liquor)	Agricultural: Farm, Ranch, Crops / Orchard
Auto Laundry / Car Wash	Garage / Accessory Dwelling	Amusement Arcade (outdoor)	Emergency Services
Flex Space	Multi-family Dwelling (apartment, quadraplex)	Baker / Confectionary Shop (Commissary)	Nature Conservation
Heavy Machinery Sales Storage	Patio Homes	Campground	All allowable uses in Studio
Offices	Short-term rental units	Country Club	All allowable uses in Recreation
Parking Lot / Structure	Single-family Dwelling (attached and detached)	Dude Ranch	
Parking Lot Truck / Trailers	Townhomes	Fairgrounds / Exhibition Area	
Radio/TV broadcasting without Tower		Food/Beverage Sales	
Sound Stages		Food Trucks	
Studio / Decorator / Artist		Golf Course	
Studio / Health / Reducing Service		Hotel/Motel	
Studio / Music / Dance / Drama		Indoor Entertainment	
Tool / Light Equipment Rental (indoor)		Market	
Warehousing / Storage Facilities		Outdoor Entertainment	
Welding / Machine Shop		Park / Playground	
		Private Club	
		Restaurant / Cafeteria (no drive-thru)	
		Retail Shop / Apparel / Gift / Accessory similar	
		RV Park	
		Stable	
		Swimming Pools	
		Theater (open drive-in)	
		Theater / Playhouse (indoor)	

DEVELOPMENT STANDARDS

BLOCKS

Block length varies (no max.)
Block perimeter varies (no max.)

STREETS

Local Connector: Rural (perimeter *)
* Aligned along property boundary

PARKING REGULATIONS

Not applicable

SIGNAGE

Applicable only to signage visible from the public ROW

OUTDOOR LIGHTING TYPES

Applicable only to lighting visible from the public ROW

PEDSTRIAN SHEDS

Not applicable

CIVIC SPACE

Not applicable

ENCROACHMENTS

Not applicable

TREE MITIGATION

Required only for trees 26" or greater on Preferred Plant List

BUILDING TYPES (PERMITTED)

Commercial
Rowhouse
Courtyard House
Ranch House , Villa
House
Duplex
Triplex, Fourplex

LOT OCCUPATION

80% Impervious Cover maximum
Building frontage varies (no min.)
Built-do Line varies (no min.)

BUILDING HEIGHT

60 feet max height for Principal Building
Blue and green screen for production purposes shall not be considered a "building", and shall not be limited as to height

FAÇADE

Façade requirement for the Frontage Line shall not apply

SEC. 7.3.013 LOCAL CONNECTOR STREET: RURAL STREET



1	ENTRY GATE
2	ACCOMMODATIONS
	2.1) Modern Rentals
	2.2) Working Accommodations
	2.3) RV Park
	2.4) Campground
3	SOUND STAGES
4	WAREHOUSES
5	OFFICES
6	FLEX PAD
7	CLUB HOUSE
8	GOLF COURSE
9	CONCERT VENUE
10	EMERGENCY SERVICES / COMMISSARY
11	SERVICES / ACCOMMODATIONS
12	BEACH
13	HARBOR
14	RANCH
15	NATURE CONSERVATION
16	WATER TOWER
17	BACK LOT MOVIE SETS
	17.1) Wisteria Lane
	17.2) Middle East St
	17.3) NY Street
	17.4) Western Town
	17.5) Lake
	17.6) Blue Wall with Pool
	17.7) Green Wall
18	AGRICULTURE & LAND MGMNT AREA
P	PARKING
	NEW LANDSCAPING



EXHIBIT D

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 _____ 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.

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 ____ day of _____ 20____, 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 TEXAS §
 §
COUNTY OF _____ §

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 ____ day of _____, 20____.

(SEAL)

Notary Public-State of Texas

EXHIBIT E
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, _____ 20____ 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 _____ 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 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 ____ day of _____, 20____, 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.** Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force. Radio response for Emergency Medical Services will be provided with the present personnel and equipment.
- c. **Building Inspection/Code Enforcement Services.** The Building Inspection Department will provide 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 _____, 2021, by Paul A. Hoffmann, 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 TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____ 2021,
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 Texas

EXHIBIT F PROJECT APPROVALS

In addition to the Development Table shown on the Concept Plan, the following design standards shall apply:

1. Developer may construct privacy fencing (or street screen) along the entire boundary perimeter of the Property, adjacent to the Dedicated ROW. This fence cannot be placed within the 1% annual chance Special Flood Hazard Area. The fence may be a maximum of ten (10) feet in height. A berm may be used to increase the height of the fence by up to four (4) additional feet. The fence and berm will be permitted and constructed in compliance with the Stormwater Drainage Manual and the IBC.

The following approvals, warrants, variances, waivers and exceptions to the City Code shall apply:

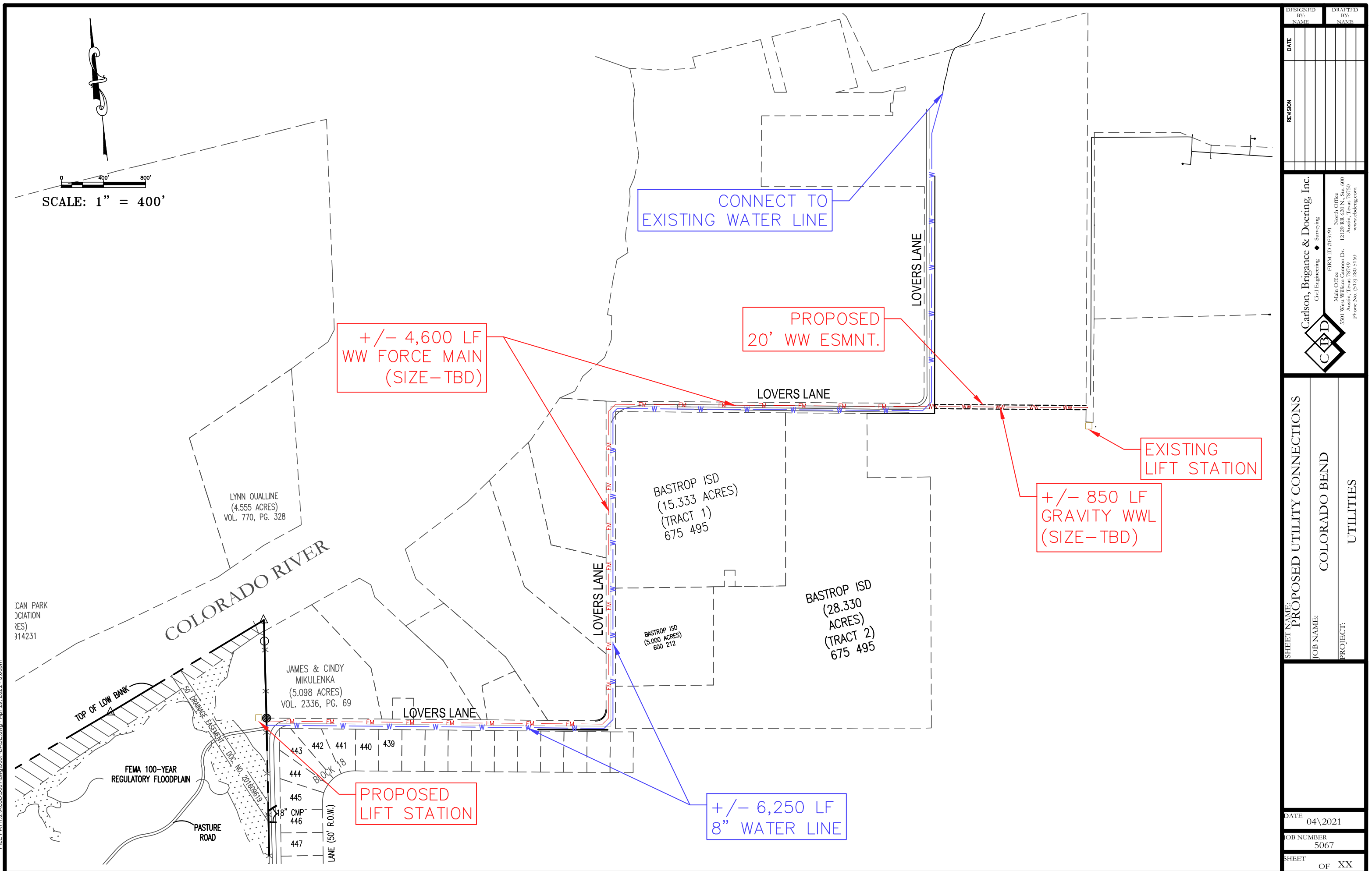
#	Code Provision	Description	Variance
1			
2			
31	Article 3.3	Pedestrian Shed	This Article shall not apply.
42	B3 Code, § 7.4.002	Blocks	No maximum block length and block perimeter
53	B3 Code, Art. 7.5	Civic Space	Civic Space requirement is waived.
64	B3 Code, § 6.5.003	Building Height	Blue and green screen used for the purpose of production shall not be considered a “building” and shall not be limited as to height.
75	B3 Code, § 6.3.003	Build-to-Line	Build-to-Line and Building Facade requirements shall not apply.
8			
96	B3 Code, § 6.3.006	Parking	This Section shall not apply.
107	B3 Code, § 6.3.009	Façade	Façade requirement for the Frontage Line shall not apply to principal or accessory buildings within the Project.
11			
12			
13			
14			
15			
16			
17			
188	Ordinances, Art. 3.19	RV Park	A fence is not required, but permitted, to buffer the RV Park from other uses within the Project. RV Park may be located as shown in the Concept Plan.

199

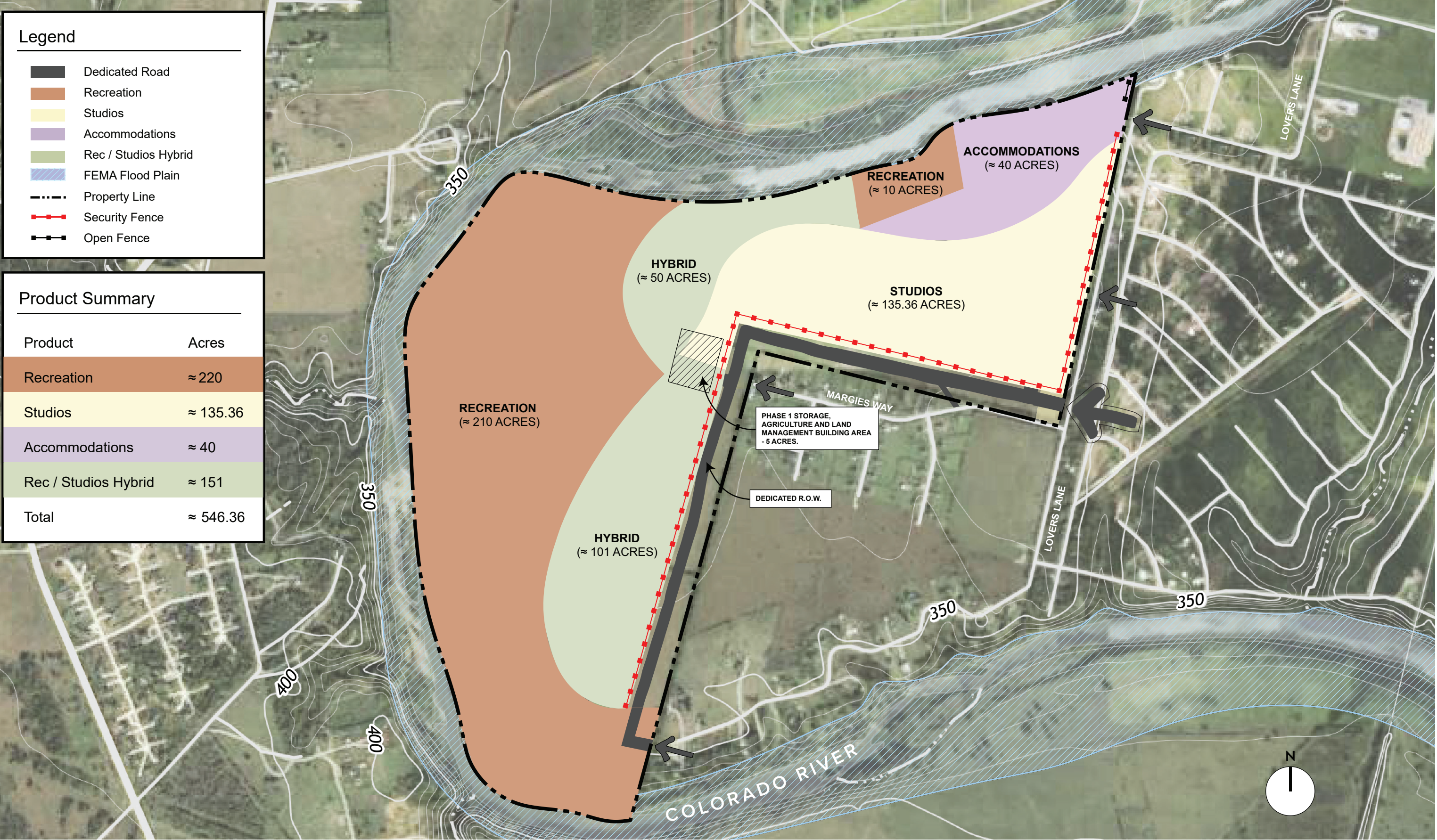
Ordinances, Art. 4.06

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; and 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.



SHEET NAME: PROPOSED UTILITY CONNECTIONS	JOB NAME: COLORADO BEND	PROJECT: UTILITIES	DATE 04\2021	JOB NUMBER 5067	SHEET OF XX
--	-----------------------------------	------------------------------	-----------------	--------------------	----------------



PERMITTED LAND USES

* All uses below are permitted in support of the Project

STUDIO	HOUSING	RECREATION	HYBRID
Accessory Building (non-residential)	Caretaker's / Guard's Residence	Alcoholic Beverage Establishment (beer/wine/liquor)	Agricultural: Farm, Ranch, Crops / Orchard
Auto Laundry / Car Wash	Garage / Accessory Dwelling	Amusement Arcade (outdoor)	Emergency Services
Flex Space	Multi-family Dwelling (apartment, quadraplex)	Baker / Confectionary Shop (Commissary)	Nature Conservation
Heavy Machinery Sales Storage	Patio Homes	Campground	All allowable uses in Studio
Offices	Short-term rental units	Country Club	All allowable uses in Recreation
Parking Lot / Structure	Single-family Dwelling (attached and detached)	Dude Ranch	
Parking Lot Truck / Trailers	Townhomes	Fairgrounds / Exhibition Area	
Radio/TV broadcasting without Tower		Food/Beverage Sales	
Sound Stages		Food Trucks	
Studio / Decorator / Artist		Golf Course	
Studio / Health / Reducing Service		Hotel/Motel	
Studio / Music / Dance / Drama		Indoor Entertainment	
Tool / Light Equipment Rental (indoor)		Market	
Warehousing / Storage Facilities		Outdoor Entertainment	
Welding / Machine Shop		Park / Playground	
		Private Club	
		Restaurant / Cafeteria (no drive-thru)	
		Retail Shop / Apparel / Gift / Accessory similar	
		RV Park	
		Stable	
		Swimming Pools	
		Theater (open drive-in)	
		Theater / Playhouse (indoor)	

DEVELOPMENT STANDARDS

BLOCKS

Block length varies (no max.)
Block perimeter varies (no max.)

STREETS

Local Connector: Rural (perimeter *)
* Aligned along property boundary

PARKING REGULATIONS

Not applicable

SIGNAGE

Applicable only to signage visible from the public ROW

OUTDOOR LIGHTING TYPES

Applicable only to lighting visible from the public ROW

PEDSTRIAN SHEDS

Not applicable

CIVIC SPACE

Not applicable

ENCROACHMENTS

Not applicable

TREE MITIGATION

Required only for trees 26" or greater on Preferred Plant List

BUILDING TYPES (PERMITTED)

Commercial
Rowhouse
Courtyard House
Ranch House , Villa
House
Duplex
Triplex, Fourplex

LOT OCCUPATION

80% Impervious Cover maximum
Building frontage varies (no min.)
Built-do Line varies (no min.)

BUILDING HEIGHT

60 feet max height for Principal Building
Blue and green screen for production purposes shall not be considered a "building", and shall not be limited as to height

FAÇADE

Façade requirement for the Frontage Line shall not apply

SEC. 7.3.013 LOCAL CONNECTOR STREET: RURAL STREET

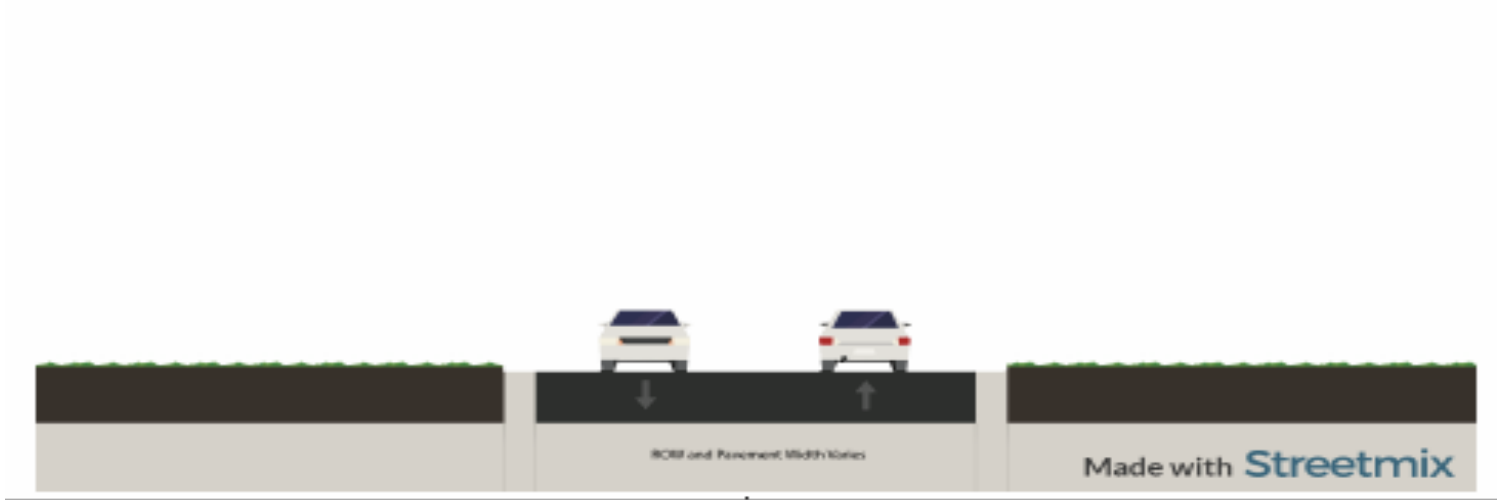


EXHIBIT F PROJECT APPROVALS

In addition to the Development Table shown on the Concept Plan, the following design standards shall apply:

1. Developer may construct privacy fencing (or street screen) along the entire boundary perimeter of the Property, adjacent to the Dedicated ROW. This fence cannot be placed within the 1% annual chance Special Flood Hazard Area. The fence may be a maximum of ten (10) feet in height. A berm may be used to increase the height of the fence by up to four (4) additional feet. The fence and berm will be permitted and constructed in compliance with the Stormwater Drainage Manual and the IBC.

The following approvals, warrants, variances, waivers and exceptions to the City Code shall apply:

#	Code Provision	Description	Variance
1	Article 3.3	Pedestrian Shed	This Article shall not apply.
2	B3 Code, § 7.4.002	Blocks	No maximum block length and block perimeter
3	B3 Code, Art. 7.5	Civic Space	Civic Space requirement is waived.
4	B3 Code, § 6.5.003	Building Height	Blue and green screen used for the purpose of production shall not be considered a “building” and shall not be limited as to height.
5	B3 Code, § 6.3.003	Build-to-Line	Build-to-Line and Building Facade requirements shall not apply.
6	B3 Code, § 6.3.006	Parking	This Section shall not apply.
7	B3 Code, § 6.3.009	Façade	Façade requirement for the Frontage Line shall not apply to principal or accessory buildings within the Project.
8	Ordinances, Art. 3.19	RV Park	A fence is not required, but permitted, to buffer the RV Park from other uses within the Project. RV Park may be located as shown in the Concept Plan.
9	<u>Ordinances, Art. 4.06</u>	<u>Special Events</u>	<u>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; and 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.</u>

Deleted: <#>¶

Deleted: <#>¶

Deleted: <#>¶