Bastrop, TX City Council Meeting Agenda

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

July 28, 2026

Regular City Council Meeting at 6:30 PM

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 CITYOFBASTROP.ORG/CITIZENCOMMENT AT LEAST TWO HOURS BEFORE THE MEETING STARTS ON THE REQUESTED DATE. COMMENTS SUBMITTED BY THIS TIME WILL BE GIVEN TO THE CITY COUNCIL DURING THE MEETING AND INCLUDED IN THE PUBLIC RECORD, BUT NOT READ ALOUD. COMMENTS FROM EACH INDIVIDUAL IN ATTENDANCE WILL BE LIMITED TO THREE (3) MINUTES.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

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

3. INVOCATION - Police Chaplain

4. PRESENTATIONS

4A. Mayor's Report

4B. Council Members' Report

4C. City Manager's Report

- Historic Preservation Trust

- Recognition

4D. **PROCLAMATION** - National Health Center Week

4E. Fiscal Year 2027 Community Asset Funding Presentations

5. WORK SESSIONS/BRIEFINGS

5A. Fiscal Year 2027 Proposed Draft Budget

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

5B. Provide an update to the City Council regarding ongoing resident complaints at the Settlement Apartments.

6. STAFF AND BOARD REPORTS

6A. Monthly Financial Report - June 2026 (unaudited)

Submitted by: Judy Sandroussi, Finance Director

7. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Board/Commission must complete a citizen comment form and give the completed form to the Board/Commission Secretary prior to the start of the Board/Commission meeting. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, the Board/Commission cannot discuss issues raised or make any decision at this time. Instead, the Board/Commission 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 the City Manager for research and possible future action. Profanity, physical or other threats are not allowed and may subject the speaker to loss of the time for comment, and if disruptive to the conduct of business, could result in removal of the speaker.

8. CONSENT AGENDA

All matters listed under "Consent Agenda" are considered to be routine by the city council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

8A. Consider and act to approve the second reading of Ordinance No. 2026-21, amending the operating and capital budget for the Fiscal Year 2026 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date.

Submitted by: Judy Sandroussi, Finance Director

8B. Consider and act on the second reading of Ordinance No. 2026-20 to amend Chapter 10 of the Code of Ordinances, Subdivisions, as shown in Exhibits A-C.

Submitted by: James E. Cowey, Director of Development Services

8C. Consider and act on the second reading of Ordinance No. 2026-23 to amend Chapter 14 of the Code of Ordinances, Bastrop Development Code (BDC), as shown in Exhibits A-H.

Submitted by: James E. Cowey, Director of Development Services

8D. Consider and act to approve the second reading of Ordinance No. 2026-25 of the City Council of the City of Bastrop, Texas approving the Fiscal Year 2027 Annual Service Plan Update, including provisions related to assessments for the Valverde Public Improvement District; approving a Fiscal Year 2026 - 2027 assessment roll for the District.

Submitted by: Judy Sandroussi, Finance Director

8E. Consider and act on the second reading of Ordinance No. 2026-26 to amend Chapter 14 of the Code of Ordinances with the addition of Section 14.09.016, entitled "Liability for Adversely Affecting Historic Structure or Property," related to historic structures, by adopting enforcement provisions consistent with Texas Local Government Code Chapter 315 Section 006.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

8F. Consider and act on the first reading of Ordinance No. 2026-30 amending Chapter 14, Section 9.002 Historic Landmark Commission by amending the appointment from Planning and Zoning Commission to be a non-voting ex-offico member, and that members should be residents of the city.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

8G. Consider and act on Resolution No. R-2026-112, ordering a November 3, 2026 Local Option Election for the legal sale of alcoholic beverages within the territory annexed into the City of Bastrop that retained its dry status following the City's 2005 Local Option; and providing for the election to be held as a joint election with Bastrop County.

Submitted by: Michael Muscarello, TRMC, CMC, CPM, City Secretary

8H. Consider and act to approve Resolution No. R-2026-111 amending the City Council Rules of Procedure for the City Council and Boards & Commissions to keep up with new guidelines for public comment.

Submitted by: Michael Muscarello, TRMC, CMC, CPM, City Secretary

8I. Consider and act on Resolution No. R-2026-116 to support the submission of public art to be installed in the form of a mural at the underpass located on Highway 71 and College Street.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

8J. Consider and act to approve Resolution No. R-2026-114, awarding a contract, attached as Exhibit A, for the installation of holiday lighting to Decor IQ in the amount of Two Hundred Thirteen Thousand Two Hundred Forty-Two and 22/100 Dollars ($213,242.22) authorizing the City Manager to execute all necessary documents.

Jason Alfaro, Director of Parks and Recreation

8K. Consider and act on Resolution No. R-2026-115 amending the agreement between the City of Bastrop and the Bastrop Economic Development Corporation (BEDC) by extending the time of the agreement for twenty-four months, allowing commercial use in the interim, and payment of rents collected be paid to the BEDC.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, and Interim BEDC Director

8L. Consider and act on the first reading of Resolution No. R-2026-113, authorizing the Bastrop Economic Development Corporation's $25,000 expenditure for professional services with Career Tracks and giving the City Manager signature authority to execute the Professional Services Agreement and moving to include the Second Reading on the August 11th Consent Agenda.

Submitted by: Jill Strube, Ph.D., Business and Community Development Manager (BEDC)

8M. Consider and act to approve the Bastrop City Council minutes from the July 10, 2026, Special Meeting and the July 14, 2026, Regular Meeting.

Submitted by: Michael Muscarello, TRMC, CMC, CPM, City Secretary

9. ITEMS FOR INDIVIDUAL CONSIDERATION

9A. Consider and act on the first reading of Ordinance No. 2026-29 amending the proposed budget of Bond 2026 allocation of $550,000 for the creation of a golf course reduced to $50,000 as grant matches for potential golf improvements and reallocated the remaining $500,000 to the creation of an African American Cultural Center and Freedom Colonies Museum to serve as improvements to Kerr Park located at 1304 Walnut Street.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

10. EXECUTIVE SESSION

10A. City Council shall convene into a closed executive session pursuant to Texas Local Government Code Section §551.071 to consult with the Attorney regarding the agreement related to The Hill.

10B. City Council shall convene into a closed executive session pursuant to Texas Local Government Code Section § 551.087 to deliberate regarding Economic Development with Pearl River, the developer for Sendero.

10C. City Council shall convene into a closed executive session pursuant to Texas Local Government Code Section § 551.072 to deliberate the acquisition of real property located on Church Street.

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

12. ADJOURNMENT

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place 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: July 22, 2026 at 5:30 p.m. and remained posted for at least two hours after said meeting was convened.

/s/ Michael Muscarello
Michael Muscarello, TRMC, CMC, CPM
City Secretary

STAFF REPORT

MEETING DATE: July 28, 2026

TITLE:
Mayor's Report

AGENDA ITEM SUBMITTED BY:
Sylvia Carrillo-Trevino, ICMA-CM, CPM, 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: July 28, 2026

TITLE:
Council Members' Report

AGENDA ITEM SUBMITTED BY:
Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

POLICY EXPLANATION:

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

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

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(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: July 28, 2026

TITLE:
City Manager's Report

AGENDA ITEM SUBMITTED BY:
Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

POLICY EXPLANATION:

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

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

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(2) information regarding holiday schedules;
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(6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

Proclamation

BASTROPTX
Heart of the Lost Pines / Est. 1832

Item 4D.

WHEREAS, Community Health Centers are federally qualified, community-based organizations governed by patient-majority boards and dedicated to providing high-quality, affordable, and accessible primary health care to all individuals, regardless of insurance status or ability to pay; and

WHEREAS, Community Health Centers serve as vital components of the nation's health care system by delivering comprehensive primary care, preventive services, behavioral health, dental care, pharmacy services, and other essential health resources that improve the health and well-being of individuals and families; and

WHEREAS, National Health Center Week, observed August 2–8, 2026, celebrates the theme "Building Innovative Care Where It Matters Most," recognizing the critical role Community Health Centers play in expanding access to care, advancing health equity, and strengthening communities across the United States; and

WHEREAS, Community Health Centers continue to innovate and respond to the evolving health care needs of their communities by providing patient-centered care, addressing social determinants of health, and serving as trusted partners in improving public health outcomes; and

WHEREAS, the City of Bastrop is served by Community Health Centers of South Central Texas, which has provided compassionate, patient-centered care since 1966 and continues to improve access to quality health care for residents of Bastrop and surrounding communities as an example of the important work performed by Community Health Centers throughout the nation; and

NOW, THEREFORE, I, Ishmael Harris, Mayor of the City of Bastrop, Texas, on behalf of the Bastrop City Council, do hereby proclaim August 2–8, 2026, as

NATIONAL HEALTH CENTER WEEK

in the City of Bastrop, Texas, and encourage all residents to recognize the invaluable contributions of Community Health Centers, including Community Health Centers of South Central Texas, in promoting healthier communities through accessible, innovative, and compassionate health care for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Bastrop, Texas, to be affixed this 28th day of July, 2026.

CITY OF BASTROP, TEXAS

_____
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, City Secretary

CITY OF BASTROP
PRESERVATION OF THE PAST
PROGRESS FOR THE FUTURE
1832

STAFF REPORT

MEETING DATE: July 28, 2026

TITLE:
Receive a presentation on the unaudited Monthly Financial Report for the period ending June 2026 (unaudited).

AGENDA ITEM SUBMITTED BY:
Judy Sandroussi, Finance Director

BACKGROUND/HISTORY:

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

This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, as adopted by Resolution R-2025-16 on September 23, 2025.

June 2026 financial highlights include:

The General Fund revenue (in total) exceeds the forecast by 7% or $1M, while expenditures are running -10% below forecast or -$1.4M. Sales Tax revenue exceeds the forecast by 5% and Property Tax Revenue exceeds the forecast by 9%. (The forecast for Sales Tax Revenue and Property Tax Revenue was conservative when it was established.)

The Enterprise Funds revenue is under forecast by -2% or -$276K. While their expenditures are running -4%, or -$507K under forecast.

As of June, the Special Revenue Funds revenues are less than forecasted by -8% or -$1.3M and expenditures are running –1% or -$162K less than forecasted.

- Development Services revenue is -11% under forecast with expenses running -17% less than forecast.
- Street Maintenance Fund revenue is 4% above forecast with expenses running 21% above forecast.
- Water/Wastewater Impact Fees revenues are running –22% lower than forecast or -$603K for the month. Their year-to-date expenses are running 3% above forecast or $83K.
- The HOT Fund revenue continues to run less than forecast with year-to-date revenues being -14% (-$484K) less than forecast. While expenditures are running -3%, or $-105K lower than forecast. The forecast was based on more hotels coming online in FY2026.
- Hunters Crossing PID revenue year-to-date is -9% less than forecast, or -$53K.
- BEDC's revenue is exceeding forecast by $56K or 4% while their expenditures are running -42% below forecast.

Year-to-date Capital Expenditures include a total of $14.8M with Street Projects totaling $2.7M, Fleet and Facilities project totaling $106K, $8.7M on Park Projects which includes the Old Iron Bridge project, $121K on BP&L Projects, $3M on W/WW projects, as well as $133K for Discover Bastrop.

City of Bastrop

Comprehensive Monthly Financial Report (Unaudited)

For the Month Ending June, 2026



Comprehensive Monthly Financial Report (Unaudited)

For the Month Ending June, 2026

REVENUE

	Month of June 2026			Year-To-Date			
General Fund	Forecast	Actual	% of Forecast	FY2026 Approved Budget	FY2026 Forecast	FY2026 YTD Actual	% of Forecast
Taxes & Penalties	$ 885,022	$ 817,758	-8%	$ 15,418,645	$ 12,626,809	$ 13,598,975	8%
Licenses & Permits	$ 3,125	$ 2,206	-29%	$ 37,500	$ 28,125	$ 31,260	11%
Charges for Service	$ 86,190	$ 96,954	12%	$ 1,047,200	$ 784,380	$ 846,331	8%
Fines & Forfeitures	$ 29,217	$ 28,989	-1%	$ 350,600	$ 257,950	$ 324,538	26%
Interest Income	$ 27,500	$ 17,028	-38%	$ 330,000	$ 247,500	$ 159,321	-36%
Intergovernmental	$ 8,468	$ 6,057	-28%	$ 284,315	$ 80,061	$ 168,331	110%
Miscellaneious	$ 3,750	$ 39,028	941%	$ 45,000	$ 33,750	$ 126,066	274%
Transfers-In	$ 73,990	$ 54,167	-27%	$ 655,240	$ 623,990	$ 487,500	-22%
General Fund Totals:	**$ 1,117,262**	**$ 1,062,186**	**-5%**	**$ 18,168,500**	**$ 14,682,565**	**$ 15,742,323**	**7%**

Enterprise Funds	Forecast	Actual	% of Forecast	FY2026 Approved Budget	FY2026 Forecast	FY2026 YTD Actual	% of Forecast
Water/Wastewater Fund	$ 966,585	$ 840,704	-13%	$ 10,193,000	$ 7,225,575	$ 7,457,395	3%
Bastrop Power & Lights Fund	$ 803,667	$ 1,011,423	26%	$ 9,644,000	$ 7,233,000	$ 6,725,047	-7%
Enterprise Fund Totals:	**$ 1,770,252**	**$ 1,852,126**	**5%**	**$ 19,837,000**	**$ 14,458,575**	**$ 14,182,442**	**-2%**

Comprehensive Monthly Financial Report (Unaudited)

For the Month Ending June, 2026

REVENUE

	Month of June 2026			Year-To-Date			
	Forecast	Actual	% of Forecast	FY2026 Approved Budget	FY2026 Forecast	FY2026 YTD Actual	% of Forecast
Special Revenue Fund							
Designated Fund	$ 7,518	$ 18,303	143%	$ 90,210	$ 67,658	$ 141,557	109%
General Fund One-Time	$ 667	$ 407	-39%	$ 8,000	$ 6,000	$ 5,176	-14%
Development Services	$ 206,917	$ 132,414	-36%	$ 2,232,335	$ 1,542,250	$ 1,371,496	-11%
Streets Maintenance	$ 295,750	$ 300,162	1%	$ 3,549,000	$ 2,661,750	$ 2,772,992	4%
Engineering	$ 62,464	$ -	-100%	$ 749,569	$ 562,177	$ 210,990	-62%
Water & Wastewater Impact Fees	$ 437,437	$ 114,473	-74%	$ 4,049,240	$ 2,736,930	$ 2,133,937	-22%
Roadway Impact Fee	$ 128,167	$ 1,459	-99%	$ 1,538,004	$ 1,153,503	$ 478,122	-59%
Vehicle Equip & Replacement Fund	$ 72,981	$ 63,820	-13%	$ 875,774	$ 656,831	$ 653,879	0%
Hotel Occupancy Tax	$ 403,884	$ 139,661	-65%	$ 4,873,606	$ 3,454,955	$ 2,970,710	-14%
Library Board	$ 1,750	$ 388	-78%	$ 21,000	$ 15,750	$ 17,908	14%
Park & Trail Dedication	$ 155	$ 376	142%	$ 1,865	$ 1,399	$ 2,031	45%
Fairview Cemetery Operating	$ 45,356	$ 3,698	-92%	$ 544,269	$ 408,202	$ 245,808	-40%
Fairview Cemetery Permanent	$ 3,083	$ 560	-82%	$ 37,000	$ 27,750	$ 15,979	-42%
ValVerde PID		$ 35,792	0%			$ 1,018,574	0%
Hunters Crossing PID	$ 581	$ 2,069	256%	$ 581,279	$ 579,535	$ 526,238	-9%
Type B - BEDC	$ 129,446	$ 133,468	3%	$ 1,667,100	$ 1,228,522	$ 1,284,249	5%
Special Revenue Fund Totals:	**$ 1,796,155**	**$ 947,052**	**-47%**	**$ 20,818,251**	**$ 15,103,210**	**$ 13,849,646**	**-8%**

Comprehensive Monthly Financial Report (Unaudited)

For the Month Ending June, 2026

REVENUE

	Month of June 2026			Year-To-Date			
	Forecast	Actual	% of Forecast	FY2026 Approved Budget	FY2026 Forecast	FY2026 YTD Actual	% of Forecast
Debt Service Fund							
General Fund Debt Service	$ 93,241	$ 19,297	-79%	$ 4,984,812	$ 4,654,563	$ 3,847,058	-17%
Water/Wastewater Debt Service	$ 509,638	$ 610,516	20%	$ 7,189,950	$ 4,586,738	$ 5,536,975	21%
Debt Service Fund Totals:	**$ 602,878**	**$ 629,813**	**4%**	**$ 12,174,762**	**$ 9,241,301**	**$ 9,384,032**	**2%**

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	Month of June 2026			Year-To-Date			
	Forecast	Actual	% of Forecast	FY2026 Approved Budget	FY2026 Forecast	FY2026 YTD Actual	% of Forecast
Capital Fund							
General Fund		$ 222,226	0%			$ 15,730,596	0%
2022 CO Series		$ 3,591	0%			$ 41,699	0%
2023 CO Series		$ 17,706	0%			$ 206,488	0%
Grant Fund						$ 5,654	0%
Bastrop Power & Light		$ -				$ -	
Water/Wastewater		$ -				$ 3,576,085	0%
Capital Fund Totals:	**$ -**	**$ 243,523**		**$ -**	**$ -**	**$ 19,560,522**	

Comprehensive Monthly Financial Report (Unaudited)

For the Month Ending June, 2026

EXPENDITURES

	Month of June 2026			Year-To-Date			
	Forecast	Actual	% of Forecast	FY2026 Approved Budget	FY2026 Forecast	FY2026 YTD Actual	% of Forecast
General Fund (by Department)							
Legislative	$ 5,430	$ 2,826	-48%	$ 64,365	$ 52,944	$ 37,228	-30%
Organizational	$ 16,189	$ 120,238	643%	$ (80,351)	$ 4,551	$ 401,071	8713%
City Manager	$ 68,983	$ 59,545	-14%	$ 853,176	$ 634,543	$ 572,467	-10%
City Secretary	$ 26,392	$ 41,600	58%	$ 354,768	$ 278,888	$ 229,967	-18%
Finance	$ 207,354	$ 187,679	-9%	$ 2,405,508	$ 1,814,576	$ 1,701,744	-6%
Human Resources	$ 41,295	$ 33,770	-18%	$ 553,231	$ 419,849	$ 344,299	-18%
Information Technology	$ 54,634	$ 21,943	-60%	$ 661,597	$ 502,560	$ 253,194	-50%
Communications	$ 28,095	$ 25,229	-10%	$ 360,646	$ 275,188	$ 244,510	-11%
Police	$ 466,016	$ 412,165	-12%	$ 6,232,762	$ 4,723,247	$ 4,329,729	-8%
Fire	$ 132,833	$ 124,034	-7%	$ 1,790,342	$ 1,321,987	$ 1,162,405	-12%
Municipal Court	$ 45,432	$ 42,016	-8%	$ 550,788	$ 410,183	$ 368,025	-10%
Library	$ 81,161	$ 75,260	-7%	$ 1,038,296	$ 786,426	$ 657,920	-16%
Fleet & Facilities	$ 143,840	$ 104,622	-27%	$ 1,736,734	$ 1,319,538	$ 1,126,297	-15%
Parks	$ 145,458	$ 151,901	4%	$ 1,855,789	$ 1,419,415	$ 1,209,897	-15%
Discover Bastrop	$ 19,273	$ 3,654	-81%	$ 231,275	$ 173,456	$ 134,711	-22%
General Fund Totals:	**$ 1,482,385**	**$ 1,406,481**	**-5%**	**$ 18,608,926**	**$ 14,137,350**	**$ 12,773,464**	**-10%**
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Comprehensive Monthly Financial Report (Unaudited)

For the Month Ending June, 2026

EXPENDITURES

	Month of June 2026			Year-To-Date			
	Forecast	Actual	% of Forecast	FY2026 Approved Budget	FY2026 Forecast	FY2026 YTD Actual	% of Forecast
Enterprise Funds							
Water/Wastewater Fund							
Information Technology	$ 8,890	$ 8,980	1%	$ 106,680	$ 80,010	$ 82,882	4%
W/WW Administration	$ 473,988	$ 489,458	3%	$ 5,687,859	$ 4,265,894	$ 4,805,030	13%
W/WW Distribution	$ 91,085	$ 64,038	-30%	$ 1,093,025	$ 819,769	$ 630,196	-23%
Water Production/Treatment	$ 139,211	$ 100,949	-27%	$ 1,670,530	$ 1,252,898	$ 948,028	-24%
WW Treatment	$ 123,610	$ 94,283	-24%	$ 1,483,314	$ 1,112,486	$ 907,428	-18%
Subtotal W/WW	**$ 836,784**	**$ 757,708**	**-9%**	**$ 10,041,408**	**$ 7,531,056**	**$ 7,373,564**	-2%
Bastrop Power & Lights Fund		-			-	-	
Information Technology	$ 8,890	$ 8,980	1%	$ 106,680	$ 80,010	$ 82,880	4%
Bastrop Power & Lights	$ 854,532	$ 771,300	-10%	$ 9,425,294	$ 6,721,870	$ 6,369,666	-5%
Subtotal BP&L	**$ 863,422**	**$ 780,280**	-10%	**$ 9,531,974**	**$ 6,801,880**	**$ 6,452,546**	-5%
		-			-	-	
Enterprise Fund Totals:	**$ 1,700,206**	**$ 1,537,988**	**-10%**	**$ 19,573,382**	**$ 14,332,936**	**$ 13,826,110**	**-4%**

EXPENDITURES

	Month of June 2026			Year-To-Date			
	Forecast	Actual	% of Forecast	FY2026 Approved Budget	FY2026 Forecast	FY2026 YTD Actual	% of Forecast
Special Revenue Fund							
Designated Fund	$ 7,542	$ 1,456	-81%	$ 90,502	$ 67,877	$ 57,753	-15%
Development Services							
Information Technology	$ 8,890	$ 8,980	1%	$ 106,680	$ 80,010	$ 82,882	4%
Planning	$ 118,933	$ 83,392	-30%	$ 1,427,745	$ 1,070,396	$ 948,858	-11%
Building Inspections	$ 56,827	$ 35,066	-38%	$ 680,925	$ 511,444	$ 353,028	-31%
Subtotal Dev Services	**$ 184,650**	**$ 127,438**	**-31%**	**$ 2,215,350**	**$ 1,661,850**	**$ 1,384,768**	**-17%**
Streets Maintenance							
Information Technology	$ 8,890	$ 8,980	1%	$ 106,680	$ 80,010	$ 82,882	4%
Street Maintenance	$ 192,017	$ 135,962	-29%	$ 2,304,119	$ 1,728,149	$ 2,105,249	22%
Subtotal Streets	**$ 200,907**	**$ 144,941**	**-28%**	**$ 2,410,799**	**$ 1,808,159**	**$ 2,188,131**	**21%**
Engineering	$ 62,464	$ 925	-99%	$ 749,569	$ 562,177	$ 38,910	-93%
Water & Wastewater Impact Fees	$ 318,751	$ 289,916	-9%	$ 3,825,009	$ 2,868,757	$ 2,952,185	3%
Vehicle Equip & Replacement Fund	$ 57,553	$ 127,651	122%	$ 690,631	$ 517,973	$ 535,725	3%
Hotel Occupancy Tax							
Discover Bastrop	$ 77,969	$ 181,225	132%	$ 2,333,002	$ 1,725,464	$ 1,941,085	12%
Marketing	$ 53,398	$ 39,702	-26%	$ 550,776	$ 480,582	$ 363,651	-24%
Convention Center	$ 83,580	$ 66,095	-21%	$ 1,002,954	$ 752,216	$ 619,946	-18%
Main Street	$ 25,911	$ 3,666	-86%	$ 310,936	$ 233,202	$ 132,770	-43%
Special Events	$ 9,945	$ 4,656	-53%	$ 119,343	$ 89,507	$ 65,741	-27%
Cultural Arts Commission	$ 8,090	$ 7,035	-13%	$ 97,079	$ 72,809	$ 125,625	73%
Subtotal HOT	**$ 258,893**	**$ 302,380**	**17%**	**$ 4,414,090**	**$ 3,353,780**	**$ 3,248,816**	**-3%**
Library Board	$ 1,658	$ (96)	-106%	$ 19,890	$ 14,918	$ 6,467	-57%
Fairview Cemetery Operating	$ 38,973	$ 14,715	-62%	$ 467,677	$ 350,758	$ 171,518	-51%
ValVerde PID		$ -	0%		$ -	$ 928,924	0%
Hunters Crossing PID	$ 366,445	$ 359,951	-2%	$ 569,239	$ 534,904	$ 488,122	-9%
Type B - BEDC	$ 83,580	$ 63,734	-24%	$ 1,285,374	$ 999,635	$ 584,216	-42%
Special Revenue Fund Totals:	**$ 1,581,414**	**$ 1,433,107**	**-9%**	**$ 16,738,130**	**$ 12,740,787**	**$ 12,579,068**	**-1%**

Comprehensive Monthly Financial Report (Unaudited)

For the Month Ending June, 2026

EXPENDITURES

	Month of June 2026			Year-To-Date			
	Forecast	Actual	% of Forecast	FY2026 Approved Budget	FY2026 Forecast	FY2026 YTD Actual	% of Forecast
Debt Service Fund							
General Fund Debt Service	$ 790,000	$ 860	0%	$ 4,130,917	$ 790,000	$ 790,334	0%
Water/Wastewater Debt Service	$ 2,350,000		0%	$ 7,189,943	$ 2,350,000	$ 2,345,262	0%
Debt Service Fund Totals:	**$ 3,140,000**	$ 860	**0%**	**$ 11,320,860**	**$ 3,140,000**	**$ 3,135,596**	**0%**

	Month of June 2026			Year-To-Date			
	Forecast	Actual	% of Forecast	FY2026 Approved Budget	FY2026 Forecast	FY2026 YTD Actual	% of Forecast
Capital Fund							
General Fund							
Streets Capital Projects	$ 318,750	$ 948,152	197%	$ 3,825,000	$ 2,868,750	$ 2,653,345	-8%
Fleet & Fac Capital Projects	$ -	$ -	#DIV/0!	$ 106,935	$ 106,110	$ 106,110	0%
Parks Capital Projects	$ 1,478,220	$ 1,028,147	-30%	$ 17,738,640	$ 13,303,980	$ 8,732,763	-34%
Discover Bastrop Capital Projects	$ 87,083	$ 978	-99%	$ 1,045,000	$ 783,750	$ 132,805	-83%
Subtotal General Fund Capital	**$ 1,884,053**	**$ 1,977,277**	**5%**	**$ 22,715,575**	**$ 17,062,590**	**$ 11,625,023**	-32%
Bastrop Power & Light Capital	$ 122,917	$ -	-100%	$ 1,475,000	$ 1,106,250	$ 121,479	-89%
Water/Wastewater Capital	$ 4,588,000	$ 176,020	-96%	$ 55,056,000	$ 41,292,000	$ 3,054,663	-93%
Capital Fund Totals:	**$ 6,594,970**	**$ 2,153,298**	**-67%**	**$ 79,246,575**	**$ 59,460,840**	**$ 14,801,166**	**-75%**

Comprehensive Monthly Financial Report (Unaudited)

For the Month Ending June, 2026

Property Tax Revenues

	FY2023 Actuals	FY2024 Actuals	FY2025 Actuals	FY2026 Forecast	FY2026 Actuals	% of Forecast
Oct	$ 14,552	$ 13,951	$ 38,904	$ 5,417	$ 13,911	61%
Nov	$ 457,144	$ 339,559	$ 59,718	$ 389,062	$ 206,254	-89%
Dec	$ 1,927,998	$ 859,155	$ 2,830,920	$ 1,375,578	$ 2,886,202	52%
Jan	$ 1,806,847	$ 3,296,845	$ 1,804,746	$ 2,011,332	$ 1,559,246	-29%
Feb	$ 487,382	$ 531,594	$ 592,557	$ 1,649,610	$ 1,121,269	-47%
Mar	$ 57,969	$ 166,273	$ 61,229	$ 16,378	$ 113,355	86%
Apr	$ 52,361	$ 63,812	$ 75,235	$ 27,339	$ 89,438	69%
May	$ 11,484	$ 14,706	$ 7,361	$ 27,339	$ 28,718	5%
Jun	$ 33,763	$ 33,111	$ 14,342	$ 10,897	$ 13,632	0%
Jul	$ 14,563	$ 499	$ 12,695	$ 10,897		0%
Aug	$ 18,969	-	$ 30,008	$ 10,897		0%
Sep	$ 15,763	$ 7,526	$ 5,943	$ 10,897		0%
Totals:	**$ 4,898,795**	**$ 5,327,031**	**$ 5,533,659**	**$ 5,545,645**	**$ 6,032,024**	**8%**
YTD	**$ 4,849,500**	**$ 5,319,006**	**$ 5,485,013**	**$ 5,512,953**	**$ 6,032,024**	**9%**
Current Year Total vs. Prior Year Total	**Base**	**9%**	**4%**		**9%**	

Comprehensive Monthly Financial Report (Unaudited)
For the Month Ending June, 2026
(Most current data from State Comptroller)

SALES TAX REVENUE

		Total Per Month from the State (Actuals)				
	FY2026 Forecast	FY2026	FY2025	FY2024	FY2023	FY2022
Oct	673,870	1,057,193	931,579	1,060,649	954,398	830,741
Nov	692,716	1,039,622	979,392	1,021,968	962,220	955,667
Dec	703,242	1,092,554	1,046,364	955,780	941,605	839,693
Jan	694,311	1,098,815	1,077,869	1,030,693	978,537	931,798
Feb	885,014	1,309,787	1,556,639	1,198,859	1,173,677	1,063,051
Mar	673,850	991,516	978,177	916,206	901,054	791,530
Apr	586,721	894,283	866,944	1,018,673	923,239	774,413
May	943,573	1,865,464	1,070,083	1,041,718	1,083,119	995,806
Jun	829,008	1,145,099	1,095,447	1,093,357	905,039	946,520
Jul			1,051,036	1,035,037	1,076,736	961,322
Aug			1,075,281	1,059,959	1,162,918	1,037,028
Sep			1,065,302	1,218,057	967,537	957,229
Total	**6,682,306**	**10,494,332**	**12,794,113**	**12,650,953**	**12,030,080**	**11,084,799**
	57%	-18%	1%	5%	9%	Base

-

Comprehensive Monthly Financial Report (Unaudited)
For the Month Ending June, 2026

Legal Expenses by Councilmember

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Mayor Harris													$ -
Mayor Pro-Tem Kirkland			$ 111		$ 315	$ 807	$ 235	$ 141	$ 141				$ 1,750
Councilmember Lowe													$ -
Councilmember Meyer													$ -
Councilmember Plunkett													$ -
Councilmember Fossler		$ 71				$ 71		$ 71					$ 212

Grand Total **$ 1,961**

Total Legal Expenses:

FY2026 - YTD	**$ 6,887**	**$ 5,963**	**$ 34,227**	**$ 19,365**	**$ 14,874**	**$ 44,101**	**$ 9,413**	**$ 48,191**	**$ 59,166**				**$ 242,187**
FY2025	**$ 7,100**	**$ 12,521**	**$ 29,663**	**$ 15,865**	**$ 87,129**	**$ 27,281**	**$ 5,401**	**$ 42,380**	**$ 14,586**	**$ 36,758**	**$ 15,915**	**$ 91,308**	**$ 385,905**
FY2024	**$ 3,921**	**$ 120,218**	**$ 38,947**	**$ 52,911**	**$ 39,817**	**$ 45,667**	**$ 99,453**	**$ 56,669**	**$ 32,813**	**$ 102,587**	**$ 60,485**	**$ 132,403**	**$ 785,891**

Travel Expenses by Councilmember

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Mayor Harris	$ 456	$ 386	$ 833	$ 325	$ 50	$ 335	$ 415						$ 2,799
Mayor Pro-Tem Kirkland		$ 590			$ 50	$ 25	$ 245	$ 30	$ 25				$ 965
Councilmember Lowe	$ 456	$ 712			$ 25	$ 507	$ 389	$ 30					$ 2,119
Councilmember Meyer	$ 183	$ 411	$ 677		$ 50	$ 25	$ 277	$ 30	$ 25				$ 1,677
Councilmember Plunkett		$ 36					$ 245	$ 30					$ 311
Councilmember Fossler		$ 893		$ 325	$ 50		$ 660		$ 25				$ 1,953

Grand Total **$ 9,824**
Budget **$ 15,000**

Remainder **$ 5,176**

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: July 28, 2026

TITLE:
Consider and act to approve the second reading of Ordinance No. 2026-21 of the City Council of the City of Bastrop, Texas, amending the operating and capital budget for the Fiscal Year 2026 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Judy Sandroussi, Finance Director

BACKGROUND/HISTORY:
The City Council adopted the FY2026 budget on September 30, 2025. Exhibit A to Ordinance No. 2025-85 outlines each proposed budget amendment for FY2026 in detail.

According to the Financial Management Policy, budgetary control is maintained at the department level for all Funds exceeding $25,000. Any interdepartmental transfer over $25,000 requires City Council approval.

The City Charter also stipulates that all budget amendments must be enacted by Ordinance.

FISCAL IMPACT:
See Ordinance and Exhibit A

RECOMMENDATION:
Judy Sandroussi, Finance Director recommends approval of the second reading of Ordinance No. 2026-21 of the City Council of the City of Bastrop, Texas, amending the operating and capital budget for the Fiscal Year 2026 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date.

ATTACHMENTS:

1. Ordinance No. 2026-21
2. Exhibit A – Fiscal Year 2026 Budget Amendment

ORDINANCE NO. 2026-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2026 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN EXHIBIT A; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop, Texas has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2026; and

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

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

Section 1: That the proposed budget amendment(s) for the Fiscal Year 2026, as submitted to the City Council by the City Manager and which budget amendment(s) are attached hereto as Exhibit A, are hereby adopted and approved as the amended budget of said City for Fiscal Year 2026.

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

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

READ and APPROVED on First Reading on the 14th day of July 2026.

READ and ADOPTED on Second Reading on the 28th day of July 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, City Secretary

APPROVED AS TO FORM:

_____
City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.

City of Bastrop
FY2026 Operating and Capital Budget Amendment
Ordinance No. 2026-21

Exhibit A

Amendment #1 of 1 - Bastrop Economic Development Corporation (BEDC) purchase of real property

Bastrop Economic Development Corporation ("BEDC") desires to partner with the City to develop a downtown parking garage with associatd retail space (the "Project") by funding the purchase of real property for the Project; and the BEDC Board of Directors took formal action at the board meeting of February 9, 2026, to authorize the BEDC to fund the purchase of the real property located at 804 Water Street in Bastrop, Texas.

Resolution R-2026-23 authorized by the City Council of Bastrop to purchase the real property. There were two readings:

10th day of February 2026
24th day of March 2026

The resolution authorized the amount of $525,000.00 for the purchase of this property.

	General Ledger #	GL Description	Original Budget	Increase (Decrease)	Amended Budget
Increase	601-70-00-6060	Real Property	$ -	$ 525,000.00	$ 525,000.00
Decrease	601-3000	Net Assets (Fund Balance)	$ -	$ (525,000.00)	$ (525,000.00)

STAFF REPORT

MEETING DATE: July 28, 2026

TITLE:
Consider and act on the second reading of Ordinance No. 2026-20 to amend Chapter 10 of the Code of Ordinances, Subdivisions, as shown in Exhibits A-C.

AGENDA ITEM SUBMITTED BY:
James E. Cowey, Director of Development Services

BACKGROUND AND PURPOSE:
Staff has identified a need to amend Chapter 10 of the Code of Ordinances, Subdivision Regulations, to address certain platting and subdivision administration issues that have come up during implementation of the new Bastrop Development Code. The proposed amendments are intended to provide clearer procedures, reduce unnecessary platting barriers for existing developed properties, and distinguish subdivision waiver requests from zoning variances.

The proposed amendments include a new commercial infill platting exemption, a process for existing tract one-lot plats, and revised subdivision waiver procedures. These amendments are intended to support reinvestment in existing developed areas, recognize Bastrop's older development patterns where many tracts were created before current platting and zoning standards, and provide clearer notice and review procedures when a waiver from subdivision standards is requested.

EXHIBIT A SUMMARY – COMMERCIAL INFILL PLATTING EXEMPTION:
Exhibit A creates a commercial infill platting exemption for existing developed tracts where the proposed development does not create new lots, adjust existing tract boundaries, require new streets, or require the extension or upgrade of public infrastructure, including utilities or roads.

This amendment provides a practical path for limited commercial reinvestment and redevelopment on existing tracts without requiring a full platting process when there is no subdivision of land and no infrastructure impact. This can help remove unnecessary procedural barriers for small-scale commercial improvements while still ensuring that projects requiring new lots, boundary changes, public improvements, or infrastructure upgrades remain subject to platting requirements.

EXHIBIT B SUMMARY – EXISTING TRACT ONE-LOT PLATS:
Exhibit B adds a new section for existing tract one-lot plats. Because the new Bastrop Development Code now includes minimum lot size and lot width standards, this amendment clarifies how existing unplatted tracts may be platted when they do not meet current minimum zoning dimensions.

This amendment is important because Bastrop is an older city with many existing tracts that were created before current subdivision and zoning standards. The proposed section would allow an existing unplatted tract to be platted as one lot, even if it does not meet the current minimum lot size or width, provided the existing tract boundaries are not changed and the

property is not further divided. This allows property owners to bring existing tracts into a platted status without requiring unnecessary variances or preventing reasonable use of the property.

EXHIBIT C SUMMARY – SUBDIVISION WAIVERS:
Exhibit C amends the current “Subdivision Variances” section to refer to these requests as “Subdivision Waivers.” This terminology is more appropriate for subdivision regulations and helps distinguish subdivision waiver requests, which are reviewed by City Council, from zoning variances, which are reviewed by the Zoning Board of Adjustment.

The amendment also establishes clearer notice requirements for subdivision waivers requested in association with a plat. When a waiver is requested, the waiver request must be included in the same notice as the related plat, ensuring that surrounding property owners and the public are informed of both the plat and the requested waiver being considered.

PLANNING AND ZONING COMMISSION RECOMMENDATION:
The Planning and Zoning Commission recommended approval with a vote of 6-0 at their June 25, 2026, meeting.

CITY COUNCIL:
The City Council met on July 14, 2026, and Council member Meyer motioned to approve with a second from Council member Lowe. The motion received a unanimous vote of 5-0 for approval.

RECOMMENDATION:
Consider and act on the second reading of Ordinance No. 2026-20 to amend Chapter 10 of the Code of Ordinances, Subdivisions, as shown in Exhibits A-C.

ATTACHMENTS:
1. Oridnanace No. 2026-20
2. Exhibit A – Commercial Infill Platting Exemptions
3. Exhibit B – Existing Tract One-Lot Plats
4. Exhibit C – Subdivision Waivers

ORDINANCE NO. 2026-20

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AUTHORIZING AN AMENDMENT TO CHAPTER 10 OF THE CODE OF ORDINANCES, SUBDIVISIONS AS SHOWN IN EXHIBIT A-C; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Bastrop, Texas (the "City") is a home rule municipality located in Bastrop County, Texas acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the proposed amendments were prepared to address platting and subdivision administration issues arising during implementation of the new Bastrop Development Code; and

WHEREAS, the amendments are intended to provide clearer procedures, reduce unnecessary platting barriers for existing developed properties, and distinguish subdivision waiver requests from zoning variances; and

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendments with a vote of 6-0 at its June 25, 2026, regular meeting; and

WHEREAS, the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Bastrop held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting.

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

Section 1. Finding of Fact**:** The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. Amendment to the Bastrop Code of Ordinances, Chapter 10, Chapter 10 of the Code of Ordinances, Subdivisions, is amended as shown in Exhibits A, B, and C, which are attached to and incorporated into this ordinance for all purposes.

Section 3. The City Council grants the amendment for the following: Exhibit A creates a commercial infill platting exemption for existing developed tracts when the proposed development does not create new lots, adjust tract boundaries,

require new streets, or require extension or upgrade of public infrastructure, including utilities or roads.

Exhibit B adds a new section for existing tract one-lot plats, allowing an existing unplatted tract to be platted as one lot even if it does not meet current minimum lot size or width standards, provided the tract boundaries are not changed, and the property is not further divided.

Exhibit C renames subdivision variances as subdivision waivers and clarifies that these requests are reviewed by City Council rather than the Zoning Board of Adjustment. Exhibit C also requires that when a waiver is requested in association with a plat, the waiver request must be included in the same notice as the related plat.

Section 4. Codification. The City Council directs the City Manager, or the City Manager's designee, to take all necessary actions to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 5. Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 6. Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 7. Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

Section 8. Proper Notice and Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, on this, the 14th day of July 2026.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 28th day of July 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, City Secretary

APPROVED AS TO FORM:

_____
City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.

EXHIBIT A: Commercial Infill Platting Exemptions

Sec. 10.02.006 Platting Exemptions

A recorded Subdivision or development Plat is required prior to the issuance of a building permit with the following exceptions:

a) Permits for an Accessory Building not connected to wastewater service.

b) Permits for repair or remodeling of an existing Structure that involves no increase in square footage.

c) Demolition permits, or permits for Removal of a Structure from a parcel or tract.

d) Permits for new Construction or expansion, if all the following criteria are met:

1) The current boundaries of the property existed in the same configuration on April 20,1981; and

2) The Director of Planning & Development has determined there is no need for additional easements or right-of-way dedication.

e) Exceptions for Infill Development:

1) For the purposes of this Subdivision Chapter, an Infill property is land that has been previously developed and/or cleared land within existing neighborhoods or existing developed commercial areas.

2) Exceptions to platting in these areas are for:

A. Construction of a Residential Dwelling and related Accessory Structures.

B. Permits for the expansion of existing Building up to a maximum of 50% of the original floor area.

~~B.~~C. Commercial infill development on an existing tract, provided the Director and City Engineer determine that the proposed development does not create a new lot, adjust a property line, require a new street or alley, street improvements, require the extension or upsizing of public infrastructure, require additional right-of-way or easements to be established by plat, or otherwise require platting under state law or this Chapter. Approval of this exemption does not waive Site Development Plan, Building permit, Drainage, access, utility, fire, parking, landscaping, or other applicable City requirements.

EXHIBIT B: Existing Tract One-Lot Plats

Sec. 10.02.007 Existing Tract One-Lot Plats

1) An existing unplatted tract may be platted as one lot in its current configuration, even if the tract does not meet the minimum lot size, lot width, or frontage requirements of the applicable zoning district, if the Director determines that:
    a) The tract exists as a separately described tract by deed, tax record, survey, or other documentation acceptable to the City;
    b) The plat does not create an additional lot or remainder tract;
    c) The plat does not move or reconfigure any property line, except as necessary for required right-of-way dedication or easements;
    d) The plat does not increase the degree of nonconformity;
    e) The tract has legal access to an existing public street or other access approved by the City; and
    f) The City Engineer determines that adequate access, Drainage, utilities, and public facilities exist or will be provided.
2) Approval of an Existing Tract One-Lot Plat recognizes the existing configuration of the tract and does not waive any applicable development requirement other than the existing lot area, lot width, or frontage deficiency shown on the plat.
3) The plat shall include a note stating that the lot is recognized as an existing tract in its current configuration, that no additional lot or further subdivision is authorized, and that all development must comply with applicable zoning, building, fire, Drainage, access, utility, floodplain, parking, landscaping, and Site Development Plan requirements.

EXHIBIT C: Subdivision Waivers

Sec. 10.03.005 Subdivision WaiversVariances

When a subdivider can show that a provision of these regulations would cause unnecessary hardship if strictly adhered to, and where, because of some condition peculiar to the site, and when in the opinion of the City Council, the intent of this code is still being met, the City Council may authorize a waivervariance.

A request for a waiver shall be submitted as a separate application, concurrently with the plat application, and shall be considered with the associated plat. When notice is required for the plat, the waiver request shall be included in the same notice required for the plat. The notice shall identify the specific waiver requested and the code provision from which relief is sought.

If a waiver request is added or materially changed after notice of the plat has been provided, the plat and waiver shall not be considered until notice has been provided in the same manner required for the plat.

STAFF REPORT

MEETING DATE: July 28, 2026

TITLE:
Consider and act on the second reading of Ordinance No. 2026-23 to the City Council to amend Chapter 14 of the Code of Ordinances, Bastrop Development Code (BDC), as shown in Exhibits A-H.

AGENDA ITEM SUBMITTED BY:
James E. Cowey, Director of Development Services

BACKGROUND AND PURPOSE:
The new Bastrop Development Code was adopted on April 14, 2026, to replace the Bastrop Building Block Code, also known as the B3 Code. The new code establishes the City's zoning regulations and includes certain unified development code components related to development standards, procedures, and administration.

Because the Bastrop Development Code is a new regulatory framework, staff anticipated that implementation would identify items needing clarification, correction, or adjustment. Staff is committed to bringing forward periodic code amendments, likely on a quarterly basis, to address issues that arise through administration of the code, respond to Bastrop-specific needs, and proactively resolve potential conflicts as staff, applicants, boards, commissions, and City Council become more familiar with the new regulations.

Staff has also been directed by the Planning and Zoning Commission and City Council to track administrative relief requests and variance requests, evaluate recurring themes, and recommend code amendments where appropriate. Since adoption of the new code, staff has received two variance requests related to increases in maximum impervious cover. At this time, staff does not believe those requests warrant a code amendment. Staff continues to work with applicants who may have true hardships through the Zoning Board of Adjustment process, or who may be able to use alternative design solutions, such as pervious pavers, to meet the intent of the code.

Other variance requests and inquiries have identified areas where staff believes targeted code amendments may be appropriate. One variance request, along with two additional inquiries, involved circular driveways or requests for a second driveway access on residential lots. This issue is addressed through the proposed amendments to residential driveway requirements, summarized in Exhibit D. Another variance request involved a request to exceed the maximum accessory dwelling unit size on a large rural residential property. Staff is proposing to address this issue through modifications to accessory dwelling unit size limits, summarized in Exhibit E.

The remaining proposed amendments include general cleanup of language and notice requirements, adjustments to permitted uses, the addition of a sign type that was unintentionally omitted during the original adoption, procedural clarifications, and additional administrative flexibility for infill development. The proposed infill provisions are intended to encourage development that is compatible with established neighborhood patterns by allowing limited administrative flexibility for items such as setbacks, lot size, lot width, and similar dimensional

standards. These amendments have resulted from specific applications and inquiries, as well as staff's ongoing review of the code to identify and correct potential future conflicts before they create unnecessary barriers to development or administration.

EXHIBIT A SUMMARY - PARKS AND OPEN SPACE INTENT:
The proposed amendment clarifies that the Parks and Open Space (P/OS) zoning district is intended for land owned by the City of Bastrop or dedicated to the City for park, open space, greenway, floodplain, recreational, or conservation purposes.

This clarification ensures the district is used for public parkland and City-maintained open space, supports tracking of parkland dedication, and distinguishes public parks and open space from private open space, HOA areas, drainage areas, or undeveloped private property.

EXHIBIT B SUMMARY – CONTEXTUAL INFILL DEVELOPMENT EXCEPTIONS:
The proposed amendment adds a new Contextual Infill Development Exceptions section to provide limited administrative flexibility for infill development in established residential and commercial neighborhoods. The existing code allows contextual flexibility for front setbacks only. This amendment expands that concept to other dimensional standards, such as side and rear setbacks, lot size, lot width, lot depth, frontage, build-to-lines, and building height.

The intent is to allow development to "match the neighborhood" when existing lawful development patterns do not align with the newly adopted zoning standards. Administrative exceptions would be limited to a maximum twenty percent (20%) adjustment and may only be approved when the applicant demonstrates that more than fifty percent (50%) of comparable developed properties on the block face, or within five hundred (500) feet if needed, have the same or a more permissive condition.

The amendment does not allow administrative exceptions for impervious cover, parking, permitted uses, density, floodplain, drainage, stormwater, fire access, building code, easements, visibility triangles, parkland dedication, or public improvement requirements. Requests that do not meet the criteria, create adverse impacts, or exceed the twenty percent (20%) threshold would require review by the Zoning Board of Adjustment through the applicable appeal or variance process.

EXHIBIT C SUMMARY – CHURCH AND DAYCARE USES:
The proposed amendment makes proactive updates to the Table of Permitted Uses and related definitions to better distinguish commercial childcare and school uses from in-home childcare uses. The broader "School / Nursery / Childcare" category is clarified as a commercial use, and a new separate category is added for registered or licensed childcare homes. Definitions are also added for each use type to improve interpretation and administration.

The amendment also updates the use allowance for churches, temples, and rectories to permit them by right in the Public Institutional (PI) zoning district. These are proactive cleanup amendments identified by staff during implementation of the new code to address potential future questions before they create inconsistencies or confusion.

EXHIBIT D SUMMARY – DRIVEWAY REQUIREMENTS:
The proposed amendment updates the residential and commercial driveway requirements to reference the City's Construction Standards Technical Manual, which requires a concrete driveway approach for any new driveway connection to the public right-of-way.

Once the driveway is on private property, the amendment provides additional flexibility by allowing alternative driveway surfaces, including asphalt, pavers, permeable pavement, stabilized gravel, crushed stone, decomposed granite, or another all-weather surface approved

by the City. These surfaces must be maintained to prevent dust, erosion, runoff, or tracking of material into the public right-of-way. This flexibility applies to new driveways, while existing lawful driveways may continue under prior standards. The amendment was prompted by potential code violations where the current standard could prohibit front yard parking on any surface other than concrete. The proposed amendment provides additional options for homeowners to properly park vehicles while still maintaining enforceable driveway standards.

The amendment also allows up to two driveway access points on a residential lot when frontage and spacing requirements are met. This can accommodate semicircular driveways or two separate driveways on larger lots, while maintaining a maximum combined driveway width of 36 feet to protect neighborhood character and limit excessive driveway frontage. This amendment also responds to several driveway inquiries received over the past several months and may help address street parking concerns in residential neighborhoods. In areas with challenging topography, semicircular driveways may also improve visibility and safety by allowing vehicles to pull forward onto the street rather than backing into traffic.

Finally, the amendment adds minimum corner clearance standards for residential and commercial driveways. These standards were unintentionally omitted during adoption of the new code and are being carried forward from the prior B3 Code. Properties with frontage on a state highway must also comply with TxDOT requirements, which may be more restrictive and would control where applicable.

EXHIBIT E SUMMARY – ADU SIZE REQUIREMENTS:
The proposed amendment updates the accessory dwelling unit (ADU) size requirements by removing the maximum square footage cap and instead limiting an ADU to a maximum of sixty percent (60%) of the primary dwelling size. This maintains the ADU as accessory and incidental to the primary residence while providing more flexibility for larger lots and properties with larger primary homes.

The amendment was prompted by a variance request on a large rural residential lot where the existing square footage cap unnecessarily limited the proposed ADU, even though the ADU would remain less than sixty percent (60%) of the primary dwelling and comply with all other applicable requirements. Each ADU must still meet required parking based on the number of bedrooms, maximum impervious cover limits, setbacks, utilities, and all other applicable development standards.

EXHIBIT F SUMMARY – MENU SIGN BOARDS:
The proposed amendment updates the Sign Code to add menu board signs as an allowable sign type for drive-through establishments. This sign type was unintentionally omitted during the initial adoption of the Bastrop Development Code, but is necessary to provide clear allowances and standards for common drive-through operations.

The amendment establishes standards for menu board signs, including size, number, and location requirements. Menu board signs may be electronic, provided they comply with the City's dark sky illumination standards and are not oriented directly toward the public right-of-way. This amendment provides needed clarity for applicants and staff while maintaining appropriate limits on lighting, visibility, and sign impacts.

EXHIBIT G SUMMARY – VARIANCE PROCEDURES:
The proposed amendment updates the variance procedures by removing the requirement that a Zoning Board of Adjustment meeting be held within 45 days of application submittal. Instead, variance public hearings would be scheduled in compliance with the Texas Local Government Code and the City's adopted procedures. This provides staff additional time to review

applications for completeness, ensure notice requirements are met, and work with applicants to obtain any missing documentation before scheduling a hearing.

ZBA meetings are expected to continue on a regular monthly schedule. When a complete application is submitted, the request would generally be scheduled within 4 to 5 weeks. If an application is incomplete, the amendment allows staff to work with the applicant before moving the request forward, rather than requiring a hearing before the application is ready for review.

The amendment also cleans up notice requirements for consistency. Although mailed notice, posted signs, and newspaper notice are not required for variances under the Texas Local Government Code, staff proposes to continue providing mailed notice to surrounding property owners and requiring a posted sign on the property. The amendment removes the newspaper notice requirement.

EXHIBIT H SUMMARY – NOTICES AND SITE DEVELOPMENT PLAN EXPIRATION:
The proposed amendment updates the general zoning notice requirements to align with recent Texas Local Government Code amendments. The amendment clarifies that newspaper notice must be published before the 15th day prior to the public hearing, and mailed notice must be sent before the 11th day prior to the public hearing.

Additional amendments to the administration and procedures section update the expiration and closure process for site development plan applications. A site development plan approval would expire after one year if no building permit has been applied for. The amendment also allows staff to close a site development plan application if there has been no applicant activity for one year or longer.

These changes are intended to clean up administrative procedures, ensure compliance with state notice requirements, and allow staff to re-review inactive or delayed projects when significant time has passed. This helps ensure site plans remain consistent with current conditions, adopted standards, and any applicable code updates.

PLANNING AND ZONING COMMISSION RECOMMENDATION:
The Planning and Zoning Commission recommended approval with a vote of 6-0 at their June 25, 2026 Regular meeting.

CITY COUNCIL:
The City Council met on July 14, 2026, and Council member Kirkland motioned to approve with a second from Council member Meyer. The motion received a unanimous vote of 5-0 for approval.

RECOMMENDATION:
Consider and act on the second reading of Ordinance No. 2026-23 to the City Council to amend Chapter 14 of the Code of Ordinances, Bastrop Development Code (BDC), as shown in Exhibits A-H.

ATTACHMENTS:
1. Ordinance No. 2026-23
2. Exhibit A – Parks and Open Space Intent
3. Exhibit B – Contextual Infill Development Exceptions
4. Exhibit C – Church and Daycare Uses
5. Exhibit D – Driveway Requirements
6. Exhibit E – ADU Size Requirements
7. Exhibit F – Menu Sign Boards
8. Exhibit G – Variance Procedures
9. Exhibit H – Notices and Site Development Plan Application Expiration

ORDINANCE NO. 2026-23

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AUTHORIZING AN AMENDMENT TO CHAPTER 14 OF THE CODE OF ORDINANCES, "BASTROP DEVELOPMENT CODE," AS SET FORTH IN EXHIBITS A THROUGH H; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Bastrop, Texas (the "City") is a home rule municipality located in Bastrop County, Texas acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City of Bastrop adopted a new Bastrop Development Code on April 14, 2026, replacing the Bastrop Building Block Code, also known as the B3 Code; and

WHEREAS, early implementation of the Bastrop Development Code was expected to identify provisions requiring clarification, correction, or adjustment, and City staff has been directed to track administrative relief and variance requests for possible code amendments; and

WHEREAS, the amendments adopted by this Ordinance respond to inquiries, variance requests, and staff review in order to reduce conflicts and improve administration of the Bastrop Development Code; and

WHEREAS, the Planning and Zoning Commission recommended approval of the amendments by a vote of 6-0 at its regular meeting on June 25, 2026; and

WHEREAS, the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Bastrop held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting.

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

Section 1. Finding of Fact: The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. Amendment to the Bastrop Code of Ordinances, Chapter 14**,** Chapter 14

of the Code of Ordinances of the City of Bastrop, Texas, known as the Bastrop Development Code, is hereby amended as set forth in Exhibits A through H, which are attached to and incorporated into this Ordinance for all purposes.

Section 3. The City Council grants the amendment for the following: Exhibit A clarifies the intent of the Parks and Open Space (P/OS) district so that the district applies to land owned by the City or dedicated to the City for park, open space, greenway, floodplain, recreational, or conservation purposes.

Exhibit B adds Contextual Infill Development Exceptions to allow limited administrative flexibility for established neighborhoods. The exceptions may apply to setbacks, lot size, lot width, lot depth, frontage, build-to-lines, and building height, subject to a maximum adjustment of 20 percent and the 50 percent comparable-development standard. No exception is authorized for impervious cover, parking, uses, density, floodplain, drainage, stormwater, fire access, building code requirements, easements, visibility triangles, parkland dedication, or public improvement requirements.

Exhibit C distinguishes commercial childcare, and school uses from registered or licensed childcare homes. Exhibit C also updates allowances for churches, temples, and rectories to permit those uses by right in the PI zoning district.

Exhibit D updates driveway requirements to reference the Construction Standards Technical Manual for concrete approaches within the right-of-way, allow approved all-weather surfaces on the private side of the property, allow up to two residential driveway access points when frontage and spacing standards are satisfied, cap combined driveway width at 36 feet, and add corner-clearance standards carried forward from the former B3 Code.

Exhibit E revises accessory dwelling unit size limits by removing a fixed square-foot cap and limiting accessory dwelling units to 60 percent of the primary dwelling size, while retaining all other applicable standards.

Exhibit F adds menu board signs as an allowable sign type for drive-through establishments and establishes standards for size, number, location, electronic display, and dark-sky compliance.

Exhibit G revises variance procedures by removing the 45-day hearing deadline, aligning scheduling with state law and City procedures, continuing mailed notice and posted sign notice, and removing newspaper notice for variances.

Exhibit H updates notice timing requirements to align with state law. Newspaper notice must be published before the 15th day prior to the public hearing, and mailed notice must be sent before the 11th day prior to the public hearing. Exhibit H also provides that for site development plans in-review, such application expires if no activity consisting of additional information being submitted to address the review comments is received within a one (1) year period. A Site Plan expires one (1) year from approval if no building permit is issued and under active construction, unless otherwise specified in the approval.

Section 4. Codification. The City Council directs the City Manager, or the City Manager's designee, to take all necessary actions to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 5. Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 6. Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 7. Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

Section 8. Proper Notice and Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, on this, the 14th day of July 2026.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 28th day of July 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, City Secretary

APPROVED AS TO FORM:

_____
City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.

ARTICLE 14.02 ZONING DISTRICTS

Sec. 14.02.001 Establishment of Zoning Districts.

A. The City of Bastrop is hereby divided into the following zoning districts. Each district is intended to guide land development in a manner consistent with the Comprehensive Plan and the unique character of Bastrop. These districts establish the baseline for permitted uses, development intensity, and design standards.

The zoning districts established in this Code are:

- P/OS – Parks and Open Space
- RR – Rural Residential
- SF-1 – Low Density Single Family Residential
- SF-2 – Medium Density Single Family Residential
- SF-3 – High Density Single Family Residential
- MU – Mixed Use
- GC – General Commercial
- PI – Public Institutional
- IND – Industrial
- PDD – Planned Development Districts

Sec. 14.02.002 Official Zoning Map.

The location and boundaries of zoning districts shall be shown on the Official Zoning Map of the City of Bastrop and incorporated herein by reference as Reference A. The Official Zoning Map shall be maintained by the Development Services Department and is incorporated herein by reference and kept on file with the City Secretary and Development Services Department.

Sec. 14.02.003 District Requirements

A. Parks and Open Space (P/OS)

1) Intent. The P/OS District preserves City of Bastrop owned land, or lands dedicated to the City, for natural areas, greenways, floodplains, public parks, and recreational facilities. It provides areas for conservation, passive and active recreation, and environmental protection while maintaining Bastrop's natural character and sensitive environmental features.

2) Typical Uses: Parks, trails, greenways, floodplain reserves, civic plazas, nature preserves, cemeteries, and limited accessory structures (restrooms, pavilions).

3) Dimensional Standards Chart:

Sec. 14.02.007 Contextual Infill Development Exceptions

A. Purpose. This section allows limited administrative exceptions for infill development in existing neighborhoods where strict application of the dimensional standards would prevent development that is consistent with the established neighborhood pattern.

B. Applicability. This section applies to infill development on property that:

1) is located within an existing established residential or commercial neighborhood;

2) fronts on an existing public street;

3) does not require construction of a new public street; and

4) is within a blockface where at least fifty percent (50%) of the lots are developed, or, if the blockface does not provide a sufficient comparison, within five hundred (500) feet of comparable developed lots.

C. Eligible Exceptions. The Director of Development Services may administratively approve exceptions to lot size, lot width, lot depth, lot frontage, setbacks, build-to-lines, building height, or other dimensional development standards necessary to match the established neighborhood pattern.

D. Exclusions. The Director may not approve an administrative exception for impervious coverage, parking, permitted uses, density, floodplain requirements, drainage, stormwater, fire access, building code requirements, easements, visibility triangles, parkland dedication, or public improvement requirements.

E. Established Neighborhood Pattern. For purposes of this section, “consistent with the established neighborhood pattern” means that more than fifty percent (50%) of the developed properties on the same blockface, or, if the blockface does not provide a sufficient comparison, more than fifty percent (50%) of the developed properties within five hundred (500) feet of the subject property boundaries, have the same or a more permissive dimensional condition than the standard being requested.

1) For minimum standards, including lot size, lot width, lot depth, lot frontage, and setbacks, the established neighborhood pattern is met if more than fifty percent (50%) of the comparison properties have an applicable measurement that is equal to or less than the requested standard.

2) For maximum standards, including building height, the established neighborhood pattern is met if more than fifty percent (50%) of the comparison properties have an applicable measurement that is equal to or greater than the requested standard.

3) Only lawfully established lots and lawfully constructed principal structures may be used to establish the neighborhood pattern.

F. Approval Criteria. The Director may approve an exception only if:

1) the request is limited to an eligible standard listed in subsection C;

2) the proposed development is consistent with the measurable lot, setback, building placement, or building scale pattern of the surrounding neighborhood;

3) the request does not create adverse impacts related to drainage, access, utilities, fire protection, or public safety;

4) the request does not conflict with the intent of the underlying zoning district or this Code; and

5) the applicant provides documentation sufficient for the Director to verify the established neighborhood pattern.

G. ZBA Review. The Director is not required to approve an exception under this section. If the Director determines that the request does not clearly meet the criteria above, does not meet the intent of this Code, or is more appropriately reviewed as a variance, the Director shall deny the administrative request. The applicant may then request variance approval from the ZBA in accordance with this Code.

EXHIBIT C: Daycare and Church Uses

Educational, Institutional & Special Uses

Use	P/OS	RR	SF	MU	GC	PI	IND
Commercial School / Nursery / Childcare	NP	CP	CP	P	P	P	NP
Registered or Licensed Childcare Home	NP	P	P	P	NP	NP	NP
Church / Temple / Rectory	NP	C	C	P	P	P C	NP
Community Center (Public)	P	NP	NP	NP	C	P	NP
Hospital / Assisted Living / Skilled Nursing	NP	NP	NP	C	P	P	P
College / University	NP	NP	NP	NP	C	P	C
Library/Museum	NP	NP	NP	C	P	P	NP
Social Service Facility (food bank, counseling), Shelter/Transitional Housing	NP	C	NP	C	P	P	NP
Cemetery (human burial)	NP	C	NP	NP	C	P	C
Crematorium (human or animal)	NP	P	NP	NP	C	P	P

EXHIBIT C: Daycare and Church Uses

Commercial School/Nursery/Childcare. A nonresidential facility, other than a public or private elementary or secondary school, that provides instruction, training, supervision, nursery care, preschool care, day care, after-school care, or similar educational or child-supervision services for compensation. This use includes commercial learning centers, tutoring centers, trade or business schools, nursery schools, preschools, child-care centers, day care centers, and similar facilities. For child-care purposes, this category includes a licensed child-care center that provides care for seven or more children for less than 24 hours per day at a location other than the permit holder's home.

Registered or Licensed Childcare Home. A childcare operation located in the primary caregiver's own residence that is registered or licensed by the State of Texas and provides care, supervision, training, or education for children for less than 24 hours per day, subject to the applicable state capacity limits and minimum standards.

A registered child-care home is a residence where the registered primary caregiver provides care in the caregiver's own residence for not more than six children from birth through 13 years of age, and may also provide after-school care for not more than six additional elementary school children, provided the total number of children in care, including children related to the caregiver, does not exceed 12.

A licensed child-care home is a residence where the licensed primary caregiver provides care in the caregiver's own residence for children from birth through 13 years of age, with the total number of children in care, including children related to the caregiver, not exceeding 12.

EXHIBIT D: Driveway Requirements

1) Driveway Criteria and Spacing.

a) Residential Driveways. A concrete driveway approach in accordance with the City of Bastrop Construction Standards Technical Manual designed and intended to serve as access from a roadway to a lot or parcel of land which is a location for a one (1) or two (2) family residence. Once on private property, the driveway may be constructed of concrete, asphalt, pavers, permeable pavement, stabilized gravel, crushed stone, decomposed granite, or another durable all-weather surface approved by the City, provided the surface is maintained to prevent dust, erosion, runoff, and tracking of material into the public right-of-way.

Type	Driveway Width	Minimum Driveway Spacing	Minimum Corner Clearance
Single Family	12'-24'	1 driveway per property by right. A second driveway or driveway approach may be considered and approved by the City Engineer for lots with greater than 70' frontage, provided all driveway approaches on the same frontage have a minimum of 10' spacing, and all sight-distance, drainage, and construction standards are met and a maximum of 36' driveway width for the property in total.	20'
Duplex/Townhome	12'-24'	10'	20'

b) Commercial Driveways. A concrete driveway approach designed in accordance with the City of Bastrop Construction Standards Technical Manual and intended to serve as access from a roadway to a lot or parcel of land used for any development or purpose other than one or two family residences.

Street Type	One-Way Driveway Width	Two-Way Divided Driveway Width (each side of median)	Two-Way Undivided Driveway Width	Minimum Driveway Spacing	Minimum Corner Clearance
Local Street	15' min -20' max	20' min – 24' max	25' min – 40' max	100' min.	40'
Major Collector	15' min -20' max	20' min – 24' max	25' min – 40' max	150' min.	80'
Major Collector (4-Lane w/Median)	18' min -25' max	20' min – 24' max	30' min – 40' max	150' min.	80'
MAD 4, MAD 6	18' min -25' max	20' min – 30' max	30' min – 45' max	200' min.	80'
MAD 8	18' min-25' max	20' min – 30' max	30' min – 45' max	400' min.	80'

EXHIBIT E: ADU Size Requirements

(1) Up to two ADU's are allowed by-right on any Rural Residential or Mixed Use zoned lot, provided parking and impervious cover requirements are met.

b) Single-Family (SF) districts:

(1) One ADU is allowed by-right on any Single Family-zoned lot, provided parking and impervious cover requirements are met.

(2) A second ADU may approved with a Conditional Use Permit on any Single Family-zoned lot, provided parking and impervious cover requirements are met.

c) No more than two ADU's may be allowed on a lot.

2) Types. Detached (including above a detached garage), attached to the principal dwelling, or internal conversion (within the existing house or garage) with a separate code-compliant entrance.

3) Maximum Size (each ADU, gross floor area)

~~a)~~ Standard: ~~up to 1,000 square feet or~~ =60 percent of the principal dwelling's conditioned floor area~~, whichever is less.~~

~~b) Rural Residential zoned lots greater than one acre: may increase to 1,500 square feet (regardless of percentage).~~

~~c)~~a) Attached ADU's and Internal Conversions: An attached ADU, including an ADU created by internal conversion of existing conditioned space within the principal dwelling (without additions), shall not exceed one thousand (1,000) square feet or fifty percent (50%) of the principal dwelling's conditioned floor area, whichever is less, and the principal dwelling shall remain the larger unit.

4) Height. Maximum 24 feet and no more than two stories.

5) Setbacks (detached ADUs)

a) Single-Family (SF) and Mixed Use (MU) districts:

(1) 5 feet side setback

(2) 5 feet rear setback

(3) 10 feet corner side setback

(4) not permitted in the front yard

b) Rural Residential (RR) districts:

(1) 10 feet side setback

(2) 10 feet rear setback

(3) 15 feet corner side setback

(4) not permitted in front yard

EXHIBIT F: Menu Board Signs

Sec. 14.07.006 Illumination

A. Allowed illumination types: internal, halo (internal indirect), and external shielded down-lighting.

B. Prohibited effects: flashing, chasing, strobing, revolving beacons, moving parts.

1) Exemptions: Menu Board Signs provided they comply with all other illumination standards of Sec. 14.07.006.

~~B.~~C. Performance. Internally lit signs: only allowed in signs that are within 200 feet of the State Highway Right-of-Way excluding Loop 150/Chestnut Street from Perkins Street to American Legion Drive. Correlated color temperature (CCT) greater than 3,000 K is prohibited (except existing). Externally lit signs: stationary, fully shielded, bulbs/tubes not visible from R.O.W. or residences. Correlated color temperature (CCT) greater than 3,000 K is prohibited (except existing).

Sec. 14.07.007 Permanent Signs

A. Awning/Canopy. Count toward wall-sign allowance; ground-floor only; min 8 ft clearance to sidewalk; The sign shall not exceed 1 sq ft per linear foot of awning width.

B. Building Wall. Max area based on facade linear footage; only the primary façade width may be used for calculation. For businesses that have multiple road frontages additional signs are allowed per frontage.

1) Ratio of 1.25 square feet per linear foot of primary façade width, for buildings or tenant spaces with up to fifty (50) linear feet of primary facade.

2) Ratio of 1.50 square feet per linear foot of primary façade width, for buildings or tenant spaces with between fifty (50) and seventy-five (75) linear feet of primary facade.

3) Ratio of 1.75 square foot per linear foot of primary façade width, for buildings or tenant spaces with greater than seventy-five (75) linear feet of primary facade.

4) For buildings or tenant spaces with more than one exterior building wall with exposure to vehicular traffic, the maximum area of wall signage may be increased by 25% if the sign area is split between at least two (2) signs located on different wall exposures visible to vehicular traffic.

C. Projecting/Marquee Signs. Max one per business with a maximum of 16 sq ft and a 9 ft minimum clearance; projecting no more than 4 ft from wall. For cinema, they may include a changeable list of movie titles and extend to up to 10 ft from the building.

D. Suspended/Blade Signs (under canopy). Signs cannot be more than 6 sq ft not counted toward wall-sign total; 8 ft minimum clearance; mount perpendicular to facade. For businesses that have multiple road frontages additional signs are allowed per frontage.

E. Monument/Directory/Directional/Multitenant. Allowed per sign category, number, area, and height per dimensional standards and shall include street addresses. There should be a 75 ft spacing that shall be maintained between all monument signs. For businesses that have multiple road frontages additional signs are allowed per frontage.

1) For sites with one or more buildings the maximum dimensions are as follows:

a) Forty-eight (48) square feet of sign area, eighty (80) square feet of sign structure area and a maximum height of eight (8) feet if the speed limit of the road toward which the sign is oriented is less than forty (40) mph.

b) Sixty (60) square feet of sign area, one hundred twenty (120) square feet of sign structure area and a maximum height of twelve (12) feet if the speed limit of the road toward which the sign is oriented is between forty (40) and forty-nine (49) mph.

c) Ninety-six (96) square feet of sign area, one hundred sixty (160) square feet of sign structure area and a maximum height of sixteen (16) feet if the speed limit of the road toward which the sign is oriented is fifty (50) mph or greater.

EXHIBIT F: Menu Board Signs

F. Window Signs. Max coverage = 50% of window area if the background is solid color and 100% max if the background is transparent; may be painted on glass, applied on the glass or hung just inside. For businesses that have multiple road frontages additional signs are allowed per frontage.

G. Flags. Max pole height: 20 ft in Residential/Neighborhood Service (max flag 28 sq ft); 35 ft in other categories (max flag 40 sq ft). Max three flags per site; setbacks cannot be less than pole height.

H. Pylon Signs. One (1) pylon sign is permitted per lot along State Highways; maximum sign face area shall not exceed 160 square feet and maximum sign structure area shall not exceed 240 square feet with a maximum height to width ratio of 4:1; maximum height shall be 20 feet, except that a pylon sign on a lot fronting SH 71 may be up to 35 feet in height; minimum spacing shall be 100 feet from any other pylon sign, measured structure-to-structure; and the sign may list multiple tenants within the maximum permitted area; additionally, a pylon sign may be permitted to serve a nonresidential lot that does not front a State Highway provided the benefitted lot is located within 1,000 feet of the State Highway right-of-way (measured in a straight line from the nearest lot line), and the pylon sign is located on private property on a lot that fronts the State Highway within 200 feet of the State Highway right-of-way and within 1,000 feet (straight-line) of the principal building or primary business entrance it advertises, and is authorized by common ownership or a recorded sign easement identifying the benefitted lot.

I. Subdivision Entry. One per primary entrance (or per corner/median with license agreement); max 48 sq ft; max height 8 ft; masonry materials; downward/ground lighting; landscaped area = 2× sign face area with irrigation and shrubs; provide perpetual maintenance plan.

J. Menu Board Signs. A permanent sign to not exceed a height of six (6) feet in height, five (5) feet in width, thirty (30) square feet, and no more than two (2) per drive-through lane, associated with a drive-through, walk-up, or similar service area that displays products, services, prices, instructions, or other information necessary for customers to place an order. A menu board sign may include static, changeable copy, or digital display elements, but shall be oriented primarily toward on-site customers and not toward the public right-of-way for general advertising purposes.

EXHIBIT F: Menu Board Signs

Sec. 14.07.011 Dimensional Standards & Permissions

A. Table of Permitted/Allowed Signs. Signs may be installed only as listed by sign category and type (A = Allowed w/o permit; P = Permit required). All unlisted sign types are prohibited.

Sign Type	P/OS	RR	SF	MU	GC	PI	IND	PDD
Permanent								
Awning/canopy	-	-	-	P	P	P	P	P
Building Wall/Band	-	-	-	P	P	P	P	P
Directional	P	-	-	P	P	P	P	P
Directory	P	-	-	P	P	P	P	P
National or Official Flags	A	A	A	A	A	A	A	A
Government	A	A	A	A	A	A	A	A
Marquee	P	-	-	P	P	P	P	P
Monument	P	-	-	P	P	P	P	P
Multitenant	-	-	-	P	P	P	P	P
Projecting	-	-	-	P	P	P	P	P
Pylon[1]	-	-	-	P[1]	P[1]	P[1]	P[1]	P[1]
Subdivision entry	P	P	P	P	P	P	P	P
Suspended/Blade	-	-	-	P	P	P	P	P
Window	-	A	A	A	A	A	A	A
Menu Board Signs	-	-	-	P	P	-	P	P
Temporary								
A-Frame	A	-	-	-	A	A	A	A
Banner	P	-	-	P	P	P	P	P
Construction Site	P	P	P	P	P	P	P	P
Development Information	P	P	P	P	P	P	P	P
Light Pole-Mounted	P	-	-	P	P	P	P	P
Political	A	A	A	A	A	A	A	A
Bandit	A	A	A	A	A	A	A	A

[1] Only as specified in section 14.07.007(H).

EXHIBIT G: Variance Procedures

Sec. 14.12.007 Procedure for Variances

A. An Application for a Variance shall be made in writing in a form prescribed by the ZBA and shall be accompanied by the required fee in compliance with the Master Fee Schedule, a Site Plan and additional information may be requested in order to properly review the Application. Such information may include, but is not limited to, an existing Plat and Site Building plans.

B. The Director of Planning & Development or other authorized officials shall visit the Site and the surrounding area where the proposed Variance will apply and shall report their findings to the ZBA.

C. The ZBA shall hold a public hearing in accordance with TLGC 211.008. ~~no later than 45 days after the date the Application for action or an Appeal is filed.~~ Mailed n~~N~~otice of a public hearing shall be provided to all property owners within 200 feet of the affected property within 11~~0~~ days prior to the public hearing. ~~and also published in the official local newspaper within 10 days prior to the public hearing.~~ Posted sign 2 feet x 4 feet shall be posted on the subject property requesting the variance within 11 days prior to the public hearing.

D. The ZBA shall not grant a Variance unless it finds, based on competent evidence, that each of the conditions in requirements for granting the Variance has been established. The ZBA's findings, together with the specific facts that the findings are based on, shall be incorporated into the official minutes of the ZBA meeting that the Variance is granted or denied.

E. The ZBA may impose such additional conditions, limitations and safeguards as it deems appropriate upon the granting of any Variance. Violation of any such condition, limitation or safeguard shall constitute a violation of this Code.

F. Any rights authorized by a Variance that are not exercised within 1 year from the date of granting such Variance shall lapse and may be reestablished only after Application and a new hearing in accordance with this.

Sec. 14.13.002 Zoning Procedures.

A. Purpose & Applicability

1) Purpose. Establish a predictable, transparent process for zoning map amendments (rezonings) that implements the Comprehensive Plan and adopted master plans, ensures compatibility, and protects public health, safety, and welfare.

2) Applicability. Applies to all zoning map amendments, including district changes, conditional zoning, overlays, and initial zoning of land proposed for annexation (pre-zoning) as provided herein.

B. Pre-Application. A pre-application meeting with Development Services Department is required prior to submittal of any rezoning application.

C. Application. An application shall be submitted through the City's public portal complete with all information.

D. Review & Recommendations

1) DRC Technical Review. DRC reviews for compliance with this Code, Comprehensive Plan, and adopted master plans; may request revisions; and prepares a consolidated memo.

2) Director's Report. The Director forwards a recommendation (approval, approval with conditions, or denial) to P&Z.

3) Planning & Zoning Commission (P&Z). P&Z holds a public hearing, considers staff/DRC recommendations and public input, and issues a recommendation to City Council.

4) City Council (Final Action). Council holds a public hearing as well as a second reading at a subsequent meeting and acts by ordinance: approve, approve with conditions, remand to P&Z, or deny.

E. Approval Criteria. In making recommendations and decisions, the reviewing bodies shall consider whether the amendment:

1) Implements Adopted Plans. Is consistent with the Comprehensive Plan and applicable master plans (transportation, utilities, parks/open space).

2) Ensures Compatibility. Provides appropriate transitions in use, scale, and design to adjacent development; mitigates potential impacts through conditions where needed.

3) Provides Adequate Infrastructure. Streets, utilities, drainage, and public safety services are available or can be provided in a timely manner; access and internal circulation are safe and efficient.

4) Advances the Public Interest. Furthers health, safety, welfare, and the purposes of this Code without granting special privilege.

F. Public Notices & Hearings

1) Non-Comprehensive Zoning Changes

a) Mailed Notice (Map Amendments). Mail written notice to property owners within 200 feet of the subject site at least 11 days before the P&Z hearing, using the most recent tax roll; courtesy mailing to appraisal-district records may be added where municipal rolls do not list an owner.

b) Published Notice (Council). Publish notice of the Council hearing in the City's official newspaper at least 16 days prior to the Council hearing.

c) Website. Publish notice of the Council hearing on the City's official webpage at least 16 days prior to the Council hearing.

~~c)~~d) Posted Notice. Minimum 2 feet x 4 feet sign placed on the street frontage in visible unobstructed location at least 11 days prior to the initial public hearing. The sign shall stay in place until final action is taken or request is withdrawn.

Sec. 14.13.004 Site Development Plans.

A. Purpose & Applicability

1) Purpose. Ensure new development is safe, serviceable, and compatible by verifying compliance with this Code, adopted plans, and applicable engineering, utility, fire, and building standards.

2) When Required. A Site Plan is required prior to building permit for:

a) New nonresidential buildings;

b) Multifamily (3+ units), townhomes, and mixed-use buildings;

c) Exterior additions or intensifications that (i) add ≥1,000 sq ft GFA or ≥10% (whichever is greater), (ii) add/relocate driveways, fire lanes, or loading, or (iii) expand parking by ≥10 spaces;

d) Changes of use that increase parking demand, traffic, outdoor activity, or life-safety risk;

e) New/expanded outdoor storage, vehicle display/queuing, or fuel service;

f) Projects in an overlay when that overlay requires a Site Plan.

3) Exemptions. Not required for:

a) Single family dwellings or duplex's on individual platted lots (frontage/driveway items still shown with the building permit);

b) Interior finish-out and ordinary repairs that do not increase occupancy load, parking demand, or external impacts;

c) Very small exterior changes (<1,000 sq ft) with no new access points and no triggers in A(2).
The Director may require a Site Plan where otherwise exempt work creates traffic, drainage, fire access, or compatibility concerns.

B. Relationship to Other Approvals

1) Zoning first. Uses must be permitted or conditionally approved (CUP/PD). Site Plans implement—not replace—those approvals and conditions.

2) Deviations. Relief from standards follows the applicable procedure (Administrative Relief, BOA variance, or Council Alternative Compliance) before or concurrent with Site Plan review.

3) Public Improvement Plans (Construction Plans). Site Plan approval is distinct from civil construction drawing (PIP) approval; both may be required where public/frontage improvements or utility extensions are proposed.

4) Overlay/Plat/Historic. COA, floodplain/WUI, plats, and similar approvals are conditions of Site Plan approval when applicable.

C. Submittal (Minimum)

1) Pre-application meeting required.

2) Application with:

a) Site layout (buildings, setbacks, easements, access, internal circulation, fire lanes, loading, refuse/mechanical, outdoor activity areas) and a compliance table;

b) Parking/loading plan (counts, accessible & bicycle spaces, geometry);

c) Access & Connectivity sheet (driveway spacing/sight distance, cross-access, sidewalks/trails, pedestrian routes/ramps);

d) Landscape and Irrigation plans sealed by a Landscape Architect

e) Tree survey performed by an ISA Certified Arborist and accompanying preservation/mitigation plan;

f) Utilities (domestic, fire, wastewater) and will-serve/availability as needed;

g) Drainage concept (ponds/outfalls and pre/post summary);

h) Lighting/photometric plan where outdoor lighting or nighttime hours are proposed;

i) Building elevations or massing sufficient to verify height, screening, and transparency;

j) TIA/traffic study, if required;

k) Phasing and timing of frontage/public improvements;

l) Overlay documentation, if applicable.

m) Site development plan checklist complete, along with all items required by the checklist.

D. Review & Decision

1) Completeness check. Incomplete applications are returned with deficiencies.

2) DRC review. Consolidated technical review and comments.

3) Director decision (administrative). Approve, approve with conditions, or deny. No public hearing.

4) Conditional approvals. May be issued contingent on obtaining related approvals (CUP, Alternative Compliance, ZBA variance, plat, COA, floodplain permit) prior to permit issuance.

5) Resubmittal. Applications may be remanded for revisions where material issues remain.

E. Standards for Approval (Findings). The Director shall approve only if the Site Plan:

1) Complies with district standards, permitted uses, and any CUP/PD/overlay conditions;

2) Meets Access & Connectivity standards (safe driveway placement, internal circulation, pedestrian connections, cross-access where required);

3) Provides required parking, loading, stacking, and bicycle parking (including any approved shared/remote arrangements);

4) Meets Landscaping & Tree Preservation requirements, including screening of service/outdoor storage and protection/mitigation of significant trees;

5) Demonstrates adequate utilities, fire protection, and stormwater management consistent with City engineering criteria and adopted plans;

6) Protects adjacent properties through buffers, lighting control, and orientation of access/service areas;

7) Avoids unsafe traffic conditions or undue congestion and implements proportionate off-site mitigation when required;

8) Meets all other applicable provisions of this Code.

F. Conditions of Approval. The Director may impose conditions reasonably related to compliance and mitigation, including: access management (location/closure/turns/cross-access/TDM), frontage improvements (sidewalks/trees/lights/ramps) tied to CO timing, screening/landscape/tree measures, limits on outdoor

activity/queuing/delivery windows, drainage/utility upgrades and easements, phasing, and performance security for public improvements.

G. Site Plan Amendments & Compliance Triggers

1) When an Amendment is Required. Amend before changes that would:
   a) Alter building footprint, placement, or height;
   b) Add floor area, outdoor activity, loading/queuing, or fuel service;
   c) Add, remove, or relocate a driveway, fire lane, or loading space;
   d) Reconfigure internal circulation, parking layout, stall/aisle geometry, or accessible/bicycle parking;
   e) Modify drainage facilities, detention/retention, outfalls, or utility routing;
   f) Change the use (or mix) in a way that increases trips, parking demand, hours, or external impacts;
   g) Affect compliance with any condition of a CUP/PD/Alternative Compliance or any overlay approval.
2) Changes Not Requiring an Amendment (As-Builts). De minimis "field changes" for constructability that do not reduce any standard or condition, such as: minor utility alignment shifts; like-for-like plant substitutions; small door/window shifts not affecting transparency or fire ratings; converting up to five (5) striped spaces to compact where allowed. Note on as-builts before final inspection/CO.
3) Cumulative Changes. Amendment thresholds apply cumulatively within 24 months.
4) Compliance with Current Code.
   a) Changed elements must comply with current standards (access/connectivity, parking/loading, landscaping/trees, lighting, overlays).
   b) Unchanged elements may remain as legally conforming under prior approval unless G(5) requires broader upgrades.
   c) Existing CUP/PD/Alternative Compliance conditions remain in effect unless separately modified by the appropriate body.
5) Proportionality & Alternatives. Upgrades must be roughly proportionate to the amendment's impacts. Where strict application is infeasible due to utilities, trees, or topography, the City Manager may approve a targeted compliance plan if the result meets the Code's intent equal or better.
6) Submittal & Effect. Submit clouded changes with a short narrative addressing G(4)–G(6) and any updated sheets limited to the changed scope. An approved amendment supersedes prior approval only for modified sheets/areas; other areas remain under the last unamended approval.

H. Expiration & Extensions

1) Expiration. For site development plans in-review, such application expires if no activity consisting of additional information being submitted to address the review comments is received within a one (1) year period. A Site Plan expires one~~two~~ (1~~2~~) year~~s~~ from approval if no building permit is issued and under active construction, unless otherwise specified in the approval. ~~For site development plans in-review, such application expires if no activity is received within a six (6) month period.~~
2) One extension. The Director may grant one extension up to six (6) months for good cause.
3) Effect of expiration. Permits may not be issued until a new or amended Site Plan is approved.

I. Appeals. An appeal of the Director's administrative decision (original or amended Site Plan) follows Sec.

14.12.008 Appeals of Administrative Decisions. An appeal stays the decision unless the Director certifies that a stay would cause imminent peril.

J. Effect of Approval. Approval authorizes submittal of construction drawings and building permits consistent with the Site Plan. Approval runs with the land and binds successors, subject to conditions and expiration.

K. Administrative Checklist (Informational)

The Director shall maintain a Site Plan checklist consistent with this section that identifies required sheets/studies, acceptable formats, and triggers for TIA, photometric, floodplain/WUI, and tree preservation submittals.

Sec. 14.13.007 Filing & Notice Requirements.

A. Applicability.

This section governs filing and public notice for zoning matters processed under this Article, including but not limited to zoning map amendments, Conditional Use Permits (CUPs), and text amendments.

B. Filing.

1) Applications must be submitted on City forms with required attachments and fees
2) The Director shall conduct a completeness review and schedule items to meet the minimum state notice timelines.
3) Submittal calendars and technical filing requirements may be established by administrative policy.

C. Required Notice.

1) Zoning Regulations & District Changes. Published and written notice shall be provided as required by Texas Local Government Code Chapter 211, as amended (including notice for Planning & Zoning Commission hearings and City Council hearings).
2) Initial Zoning of Annexed Areas. Notice shall follow Texas Local Government Code Chapters 43 and 211, as applicable.
3) Subdivision and Related Actions. Where notice is required for subdivision actions governed by this Code, notice shall follow Texas Local Government Code Chapter 212, as applicable.
4) Open Meetings. All meetings and notices shall comply with the Texas Open Meetings Act (Texas Government Code Chapter 551).
5) Where this Code imposes notice in addition to, or more stringent than, state law, the City shall provide the greater notice.
6) City Council Adopted Notification Requirements:

	Published Notice	**Personal Notice**	**Posted Notice**
Notification Location	Newspaper & Website	United States Mail	Subject Property
Time Before Set Hearing	16 days	A. General: 11 days B. Comprehensive Plan or Zoning change: 11 days	A. General: 11 days B. Comprehensive Plan or Zoning change: 11 days

EXHIBIT H: Notices Cleanup and Site Development Plan Application Expiration

Include in Notice	A. Date, time, and location of hearing; B. Purpose of the hearing; and C. Identification of the subject property if the decision concerns an individual tract or parcel of land.	A. Name of the applicant; B. Date time, and location of the hearing; C. Purpose of the hearing; D. Identification of the subject property; and, E. The name of the appellant if an appeal.	A. Purpose of the request; and B. All public hearing dates.
Notification Instructions	Development Services Department will be responsible for posting the notice in the newspaper of general circulation.	A. Each owner of real property located within two hundred (200) feet of the exterior boundary of the property in question and any other persons deemed by the Lead Officer or decision-maker to be affected by this application; B. The applicant and/or property owner; and C. The appellant if an appeal.	A. Minimum 2'x4' sign placed on the street frontage in visible unobstructed location. ~~B. Utilize a minimum 6" lettering.~~ ~~C.~~B. Shall stay in place until final action is taken or request is withdrawn

EXHIBIT H: Notices Cleanup and Site Development Plan Application Expiration

7) City Council Adopted Development Approval Process:

Action		Meeting Type		Committees			
R	Review/ Recommend	PM	Public Meeting	ZBA	Zoning Board of Adjustments	Y	Required
D	Decision	PM*	May Require Initial Authorization	P&Z	Planning & Zoning Commission	N	Not Required
A	Appeal	PH	Public Hearing	CC	City Council		

Approval Process		**Review and Approval Authority**			**Notice**			
Source		**ZBA**	**P&Z**	**CC**	**Application Notice**	**Published Notice**	**Personal Notice**	**Posted Notice**
Legislative								
Comprehensive Plan Map and Text Amendment			R/PH/ PM	D/PH/ PH/PM	Y	Y	Y	Y
Zoning Code Text Amendment			R/PH	D/PH/ PM	Y	Y	N	N
Zoning Map Amendments			R/PH	D/PH/ PM*	Y	Y	Y	Y
Variance/Administrative Appeal		D/PH/ PM			Y	N	Y	Y
Conditional Use Permits			R/PH/ PM	D/PH/ PM*	Y	Y	Y	Y

STAFF REPORT

MEETING DATE: July 28, 2026

TITLE:
Consider and act to approve the second reading of Ordinance No. 2026-25 of the City Council of the City of Bastrop, Texas approving the Fiscal Year 2027 Annual Service Plan Update, including provisions related to assessments for the Valverde Public Improvement District; approving a Fiscal Year 2026 - 2027 assessment roll for the District.

AGENDA ITEM SUBMITTED BY:
Judy Sandroussi, Finance Director

BACKGROUND/HISTORY:

The Valverde Public Improvement District (PID) was established by the City of Bastrop to finance eligible public infrastructure improvements necessary to support the development of the Valverde master-planned community. The project, originally approved in 2021 as the NEU Community Bastrop development, has since been rebranded as Valverde and is planned to include approximately 1,649 residential units consisting of single-family homes and townhomes, along with parks, open space, and supporting public infrastructure.

The PID provides a financing mechanism that allows the costs of eligible public improvements, including streets, water and wastewater utilities, drainage facilities, parks, sidewalks, and landscaping—to be funded through special assessments levied on properties within the district. This approach ensures that infrastructure costs associated with new development are borne by the properties benefiting from the improvements rather than by the City's general tax base.

In 2025, the City Council approved the Assessment Roll for Improvement Area No. 1 and authorized the issuance of Special Assessment Revenue Bonds to finance the initial phase of public infrastructure. The bond proceeds support construction of the public improvements necessary to serve the first phase of the development, with debt service to be repaid through assessments collected from property owners within the PID in accordance with the approved financing documents.

The Valverde PID is one of several financing tools the City has utilized to accommodate continued residential growth while ensuring that growth-related infrastructure is funded through a development-supported financing structure.

The 2027 Annual SAP Update:

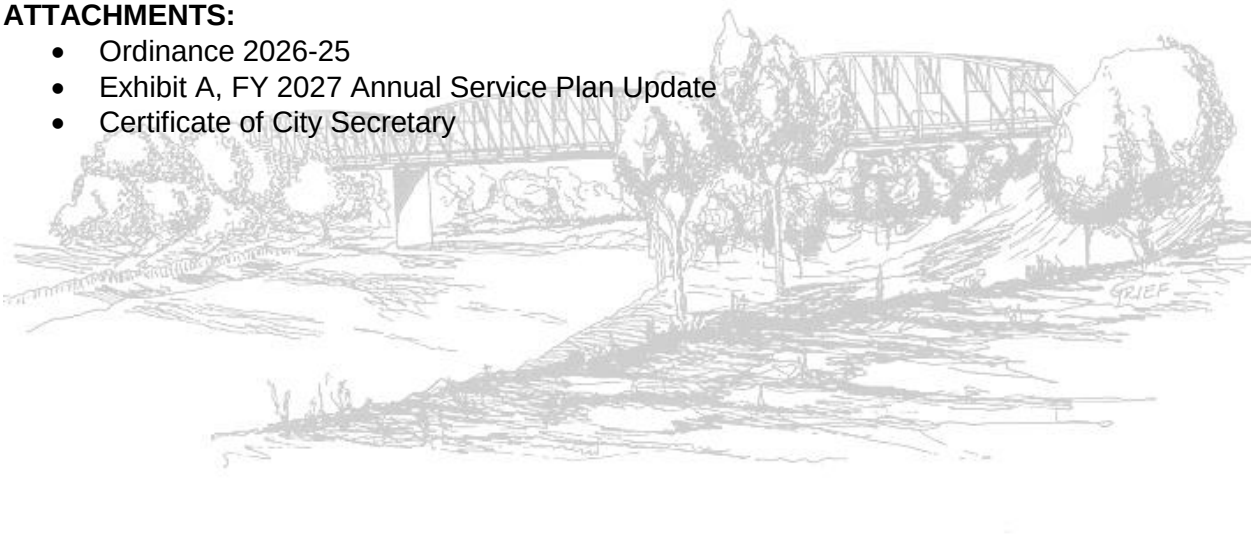
- Needs to be approved by Ordinance – two readings.
- Is required to be reviewed and updated by the governing body annually.
- Contains no material changes – so no presentation or public hearing is required.
- Need to be recorded with the County's land records within 7 days of Council approval.

FISCAL IMPACT:
PID Assessments for FY2026 - 2027

RECOMMENDATION:
Judy Sandroussi, Finance Director recommends approval of the second reading of Ordinance No. 2026-25 of the City Council of the City of Bastrop, Texas approving the Fiscal Year 2027 Annual Service Plan Update, including provisions related to assessments for the Valverde Improvement District; approving a Fiscal Year 2026 - 2027 assessment roll for the District; and containing other provisions related to the Valverde Public Improvement District.

ATTACHMENTS:

- Ordinance 2026-25
- Exhibit A, FY 2027 Annual Service Plan Update
- Certificate of City Secretary



ORDINANCE NO. 2026-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ACCEPTING AND APPROVING AN ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND UPDATED ASSESSMENT ROLL FOR THE VALVERDE PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council (the "City Council") of the City of Bastrop, Texas (the "City") has previously authorized and created and levied assessments within the Valverde Public Improvement District (the "District"); and

WHEREAS, pursuant to Texas Local Government Code, Chapter 372 (the "PID Act") and the terms of the Service and Assessment Plan for the District, the City Council is required to annually update the Service and Assessment Plan, including the Assessment Roll (each an "Annual Service Plan Update"); and

WHEREAS, pursuant to the PID Act and to the terms of the Service and Assessment Plan, the City Council now wishes to adopt an ordinance accepting and approving the Annual Service Plan Update to the Service and Assessment Plan for 2027, in the form attached hereto as Exhibit A; and

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

SECTION 1. Terms.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

SECTION 2. Findings.

The findings and determinations set forth in the preamble above are incorporated herein for all purposes and are hereby adopted.

SECTION 3. Annual Service Plan Update to the Service and Assessment Plan.

The "Valverde Public Improvement District 2027 Annual Service Plan Update", attached hereto as Exhibit A, is accepted and approved pursuant to the PID Act. The Mayor, City Secretary, and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the provisions thereof in accordance therewith, including the filing of the Assessment Roll with the Bastrop County Tax Assessor/Collector.

SECTION 4. Filing in the Real Property Records.

In accordance with Section 372.013(e) of the PID Act, the City Secretary is directed to cause a copy of this Ordinance, including the Annual Service Plan Update to the Service and

Assessment Plan for 2027, to be filed with the County Clerk of Bastrop County to be recorded in the real property records of Bastrop County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Annual Service Plan Update to the Service and Assessment Plan for 2027.

SECTION 5. Governing Law.

This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6. Effect of Headings.

The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 7. Cumulative Repealer.

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 8. Severability.

If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 9. Effective Date.

This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[Execution page follows.]

PASSED AND ADOPTED, on second and final reading by the Council of the City of Bastrop, Texas on July 28, 2026.

CITY OF BASTROP, TEXAS

_____
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, City Secretary

THE STATE OF TEXAS §
COUNTY OF _____ §

Before me, on this day personally appeared the foregoing individuals, known to me to be the persons who signed the above and foregoing certificate in my presence and acknowledged to me that such persons executed the above and foregoing certificate for the purposes therein stated.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2026.

(SEAL)

_____
Notary Public, State of Texas

Exhibit A

Valverde Public Improvement District 2027 Annual Service Plan Update

(see attached)

VALVERDE PUBLIC IMPROVEMENT DISTRICT (PREVIOUSLY VIRIDIAN)

2026 ANNUAL SERVICE PLAN UPDATE

JULY 14, 2026

INTRODUCTION

Capitalized terms used in this 2026 Annual Service Plan Update not otherwise defined herein shall have the meanings set forth in the 2025 Service and Assessment Plan (the "SAP").

The District was created pursuant to the PID Act by Resolution No. R-2021-28 on March 9, 2021 by the governing body of the City (the "Governing Body") to finance certain Authorized Improvements for the benefit of the property in the District.

On March 25, 2025, the Governing Body approved the SAP for the District by adopting Ordinance No. 2025-38 which (1) approved the levy of certain Assessments for Assessed Property within Improvement Area #1; (2) approved the Improvement Area #1 Assessment Roll, and (3) approved the issuance of the Improvement Area #1 Bonds.

The SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2026.

The Governing Body also adopted each Assessment Roll identifying the Assessments on Parcels of Assessed Property within the District, based on the method of assessment identified in the SAP. This 2026 Annual Service Plan Update also updates the Assessment Rolls for 2026.

PARCEL SUBDIVISION

Improvement Area #1

- The Amended plat of Valverde Section 1 Phases 1 and 2 was filed and recorded with the County as document number 202408527 on May 24, 2024.
- The final plat of Valverde Phase 3 was filed and recorded with the County as document number 202511142 on June 30, 2025.

LOT AND HOME SALES

Current ownership within the District is based on information provided by the Developer and available information and is subject to change as development occurs and property is conveyed. Updated ownership and development information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via the MSRB's EMMA by searching for the District. For Assessments securing reimbursement obligations to the Developer, the summary of current ownership within the property securing such Assessment is based on information provided by the Developer and other publicly available records.

AUTHORIZED IMPROVEMENTS

A summary of the Authorized Improvements, including the original estimated costs of the Authorized Improvements and allocation of such costs, is provided in the SAP. The Authorized Improvements and estimated costs as described in the SAP are for Assessment purposes and do not represent a guarantee of construction timing or Actual Costs.

Information regarding the status of Authorized Improvements, including construction progress, estimated completion timing, and budget information, including any updates to the original estimates of costs, is based on information provided by the Developer and other available project information at the time such information is compiled. Such information may be updated from time to time.

OUTSTANDING ASSESSMENT

Improvement Area #1

Improvement Area #1 has an outstanding Assessment of $12,121,000.00, which is less than the debt service due on the outstanding Improvement Area #1 Bonds due to Prepayment of Assessment for which Improvement Area #1 Bonds have not yet been redeemed.

Information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via EMMA website by searching for the District. For Assessments securing reimbursement obligations to the Developer, the summary of current construction status within the property securing such Assessment is based on information provided by the Developer and other publicly available records.

ANNUAL INSTALLMENT DUE 1/31/2027

Improvement Area #1

- ***Principal and Interest*** – The total principal and interest required for the Annual Installment is shown below.

- ***Additional Interest*** – Additional Interest is collected and deposited into an account of the Reserve Fund. The Additional Interest is calculated in accordance with the governing documents, resulting in Improvement Area #1 Annual Installment as shown below.

Improvement Area #1	
Due January 31, 2027	
Principal	$ 190,000.00
Interest	$ 649,110.00
Additional Interest	$ 60,605.00
Annual Collection Costs	$ 67,202.25
Total Annual Installment	**$ 966,917.25**

- ***Annual Collection Costs*** – The cost of administering the District shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for Improvement Area #1 is shown below.

Annual Collection Costs Breakdown	
P3 Works Administration	$ 31,212.00
City Auditor	2,500.00
Filing Fees	1,000.00
County Collection	1,000.00
PID Trustee Fees	4,500.00
Draw Request Review	11,500.00
P3Works Dev/Issuer CDA Review	4,025.00
Collection Cost Maintenance Balance	10,000.00
Less CCMB Credit from Prior Years	(34.75)
Arbitrage Calculation	1,500.00
Total Annual Collection Costs	**$ 67,202.25**

PREPAYMENT OF ASSESSMENTS

Information regarding any full or partial Prepayments of the Assessments are reflected in the corresponding Assessment Roll.

EXTRAORDINARY OPTIONAL REDEMPTIONS

Information relating to any redemptions, including extraordinary optional redemption of any PID Bonds, may be available through continuing disclosure filings accessible via EMMA website by searching for the District.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years, and is included below:

Improvement Area #1						
Annual Installments		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Improvement Area #1 Bonds						
Principal		$ 190,000	$ 198,000	$ 207,000	$ 216,000	$ 225,000
Interest		$ 649,110	$ 641,035	$ 632,620	$ 623,823	$ 614,643
Capitalized Interest		$ -	$ -	$ -	$ -	$ -
	(1)	$ 839,110	$ 839,035	$ 839,620	$ 839,823	$ 839,643
Additional Interest	(2)	$ 60,605	$ 59,655	$ 58,665	$ 57,630	$ 56,550
Annual Collection Costs	(3)	$ 67,202	$ 68,546	$ 69,917	$ 71,316	$ 72,742
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ 966,917**	**$ 967,236**	**$ 968,202**	**$ 968,768**	**$ 968,934**

ASSESSMENT ROLL

The list of current Parcels or Lots within the District, the corresponding total Assessments, and current Annual Installment are shown on the corresponding Assessment Roll attached hereto as **Exhibit A(-1)**. The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot. The Parcels or Lots of Assessed Property shown on the corresponding Assessment Roll will receive the bills for the 2026 Annual Installments which will be delinquent if not paid by January 31, 2027. The Parcel IDs shown within an Assessment Roll are subject to change based on the final certified rolls provided by the County prior to billing.

ADDITIONAL INFORMATION

If the owner of a Parcel claims that an error has been made in any Assessment Roll required by the SAP, a prior Annual Service Plan Update, or this 2026 Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator (at admin@p3-works.com) by December 1st of the year in connection with the approval of such year's Annual Service Plan Update. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the Annual Service Plan Update. The Administrator shall provide a written response to the Governing Body and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The Governing Body shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the Governing Body shall make a final determination as to whether an error has been made. If the Governing Body determines that an error has been made, the [governing body] shall take such corrective action as is authorized by the PID Act, this 2026 Annual Service Plan Update, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the Governing Body. The determination by the Governing Body as to whether an error has been made, and any corrective action taken by the Governing Body shall be final and binding on the owner and the Administrator.

EXHIBIT A – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27[b],[c],[d]
8733214	IA#1 Unplatted Parcel [b]	$ 170,624.27	$ 13,611.05
8733232	IA#1 Unplatted Parcel [b]	$ 89,863.08	$ 7,168.56
8720280	IA#1 Unplatted Parcel [b]	$ 4,243,935.62	$ 338,547.53
8733245	Non-Benefited	$ -	$ -
8733246	2	$ 19,786.97	$ 1,578.45
8733247	2	$ 19,786.97	$ 1,578.45
8733248	2	$ 19,786.97	$ 1,578.45
8733249	2	$ 19,786.97	$ 1,578.45
8733250	2	$ 19,786.97	$ 1,578.45
8733251	2	$ 19,786.97	$ 1,578.45
8733252	2	$ 19,786.97	$ 1,578.45
8733253	2	$ 19,786.97	$ 1,578.45
8733254	2	$ 19,786.97	$ 1,578.45
8733255	2	$ 19,786.97	$ 1,578.45
8733256	2	$ 19,786.97	$ 1,578.45
8733257	2	$ 19,786.97	$ 1,578.45
8733258	2	$ 19,786.97	$ 1,578.45
8733259	2	$ 19,786.97	$ 1,578.45
8733260	2	$ 19,786.97	$ 1,578.45
8733261	2	$ 19,786.97	$ 1,578.45
8733262	2	$ 19,786.97	$ 1,578.45
8733263	2	$ 19,786.97	$ 1,578.45
8733264	2	$ 19,786.97	$ 1,578.45
8733265	2	$ 19,786.97	$ 1,578.45
8733266	2	$ 19,786.97	$ 1,578.45
8733267	2	$ 19,786.97	$ 1,578.45
8733268	2	$ 19,786.97	$ 1,578.45
8733269	2	$ 19,786.97	$ 1,578.45
8733270	2	$ 19,786.97	$ 1,578.45
8733271	2	$ 19,786.97	$ 1,578.45
8733272	2	$ 19,786.97	$ 1,578.45
8733273	2	$ 19,786.97	$ 1,578.45
8733274	2	$ 19,786.97	$ 1,578.45
8733275	2	$ 19,786.97	$ 1,578.45
8733276	4	$ 23,744.10	$ 1,894.12
8733277	4	$ 23,744.10	$ 1,894.12
8733278	4	$ 23,744.10	$ 1,894.12
8733279	4	$ 23,744.10	$ 1,894.12
8733280	4	$ 23,744.10	$ 1,894.12
8733281	4	$ 23,744.10	$ 1,894.12
8733282	4	$ 23,744.10	$ 1,894.12

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27[b],[c],[d]
8733283	4	$ 23,744.10	$ 1,894.12
8733284	4	$ 23,744.10	$ 1,894.12
8733285	4	$ 23,744.10	$ 1,894.12
8733286	4	$ 23,744.10	$ 1,894.12
8733287	4	$ 23,744.10	$ 1,894.12
8733288	4	$ 23,744.10	$ 1,894.12
8733289	4	$ 23,744.10	$ 1,894.12
8733290	4	$ 23,744.10	$ 1,894.12
8733291	4	$ 23,744.10	$ 1,894.12
8733292	2	$ 19,786.97	$ 1,578.45
8733293	2	$ 19,786.97	$ 1,578.45
8733294	2	$ 19,786.97	$ 1,578.45
8733295	2	$ 19,786.97	$ 1,578.45
8733296	2	$ 19,786.97	$ 1,578.45
8733297	2	$ 19,786.97	$ 1,578.45
8733298	2	$ 19,786.97	$ 1,578.45
8733299	2	$ 19,786.97	$ 1,578.45
8733300	2	$ 19,786.97	$ 1,578.45
8733301	2	$ 19,786.97	$ 1,578.45
8733302	2	$ 19,786.97	$ 1,578.45
8733303	2	$ 19,786.97	$ 1,578.45
8733304	2	$ 19,786.97	$ 1,578.45
8733305	2	$ 19,786.97	$ 1,578.45
8733306	2	$ 19,786.97	$ 1,578.45
8733307	2	$ 19,786.97	$ 1,578.45
8733308	2	$ 19,786.97	$ 1,578.45
8733309	2	$ 19,786.97	$ 1,578.45
8733310	2	$ 19,786.97	$ 1,578.45
8733311	2	$ 19,786.97	$ 1,578.45
8733312	2	$ 19,786.97	$ 1,578.45
8733313	2	$ 19,786.97	$ 1,578.45
8733314	2	$ 19,786.97	$ 1,578.45
8733315	2	$ 19,786.97	$ 1,578.45
8733316	2	$ 19,786.97	$ 1,578.45
8733317	Non-Benefited	$ -	$ -
8733318	2	$ 19,786.97	$ 1,578.45
8733319	2	$ 19,786.97	$ 1,578.45
8733320	2	$ 19,786.97	$ 1,578.45
8733321	2	$ 19,786.97	$ 1,578.45
8733322	2	$ 19,786.97	$ 1,578.45

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27[b],[c],[d]
8733323	2	$ 19,786.97	$ 1,578.45
8733324	2	$ 19,786.97	$ 1,578.45
8733325	Non-Benefited	$ -	$ -
8733326	2	$ 19,786.97	$ 1,578.45
8733327	2	$ 19,786.97	$ 1,578.45
8733328	2	$ 19,786.97	$ 1,578.45
8733329	2	$ 19,786.97	$ 1,578.45
8733330	2	$ 19,786.97	$ 1,578.45
8733331	2	$ 19,786.97	$ 1,578.45
8733332	2	$ 19,786.97	$ 1,578.45
8733333	2	$ 19,786.97	$ 1,578.45
8733334	2	$ 19,786.97	$ 1,578.45
8733335	2	$ 19,786.97	$ 1,578.45
8733336	2	$ 19,786.97	$ 1,578.45
8733337	2	$ 19,786.97	$ 1,578.45
8733338	2	$ 19,786.97	$ 1,578.45
8733339	2	$ 19,786.97	$ 1,578.45
8733340	2	$ 19,786.97	$ 1,578.45
8733341	2	$ 19,786.97	$ 1,578.45
8733342	2	$ 19,786.97	$ 1,578.45
8733343	2	$ 19,786.97	$ 1,578.45
8733344	2	$ 19,786.97	$ 1,578.45
8733345	2	$ 19,786.97	$ 1,578.45
8733346	2	$ 19,786.97	$ 1,578.45
8733347	2	$ 19,786.97	$ 1,578.45
8733348	2	$ 19,786.97	$ 1,578.45
8733349	2	$ 19,786.97	$ 1,578.45
8733350	2	$ 19,786.97	$ 1,578.45
8733351	2	$ 19,786.97	$ 1,578.45
8733352	2	$ 19,786.97	$ 1,578.45
8733353	2	$ 19,786.97	$ 1,578.45
8733354	2	$ 19,786.97	$ 1,578.45
8733355	2	$ 19,786.97	$ 1,578.45
8733356	2	$ 19,786.97	$ 1,578.45
8733357	2	$ 19,786.97	$ 1,578.45
8733358	2	$ 19,786.97	$ 1,578.45
8733359	2	$ 19,786.97	$ 1,578.45
8733360	2	$ 19,786.97	$ 1,578.45
8733361	2	$ 19,786.97	$ 1,578.45
8733362	Non-Benefited	$ -	$ -

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27[b],[c],[d]
8733363	Non-Benefited	$ -	$ -
8733364	Non-Benefited	$ -	$ -
8733365	Non-Benefited	$ -	$ -
8733366	4	$ 23,744.10	$ 1,894.12
8733367	4	$ 23,744.10	$ 1,894.12
8733368	4	$ 23,744.10	$ 1,894.12
8733369	4	$ 23,744.10	$ 1,894.12
8733370	4	$ 23,744.10	$ 1,894.12
8733371	4	$ 23,744.10	$ 1,894.12
8733372	4	$ 23,744.10	$ 1,894.12
8733373	4	$ 23,744.10	$ 1,894.12
8733374	4	$ 23,744.10	$ 1,894.12
8733375	4	$ 23,744.10	$ 1,894.12
8733376	4	$ 23,744.10	$ 1,894.12
8733377	4	$ 23,744.10	$ 1,894.12
8733378	4	$ 23,744.10	$ 1,894.12
8733379	Non-Benefited	$ -	$ -
8733380	3	$ 22,682.34	$ 1,809.42
8733381	3	$ 22,682.34	$ 1,809.42
8733382	3	$ 22,682.34	$ 1,809.42
8733383	3	$ 22,682.34	$ 1,809.42
8733384	3	$ 22,682.34	$ 1,809.42
8733385	3	$ 22,682.34	$ 1,809.42
8733386	3	$ 22,682.34	$ 1,809.42
8733387	3	$ 22,682.34	$ 1,809.42
8733388	3	$ 22,682.34	$ 1,809.42
8733389	3	$ 22,682.34	$ 1,809.42
8733390	3	$ 22,682.34	$ 1,809.42
8733391	3	$ 22,682.34	$ 1,809.42
8733392	3	$ 22,682.34	$ 1,809.42
8733393	3	$ 22,682.34	$ 1,809.42
8733394	3	$ 22,682.34	$ 1,809.42
8733395	3	$ 22,682.34	$ 1,809.42
8733396	3	$ 22,682.34	$ 1,809.42
8733397	3	$ 22,682.34	$ 1,809.42
8733398	2	$ 19,786.97	$ 1,578.45
8733399	2	$ 19,786.97	$ 1,578.45
8733400	2	$ 19,786.97	$ 1,578.45
8733401	2	$ 19,786.97	$ 1,578.45
8733402	2	$ 19,786.97	$ 1,578.45

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27[b],[c],[d]
8733403	Non-Benefited		$ -
8733404	3	$ 22,682.34	$ 1,809.42
8733405	3	$ 22,682.34	$ 1,809.42
8733406	3	$ 22,682.34	$ 1,809.42
8733407	3	$ 22,682.34	$ 1,809.42
8733408	3	$ 22,682.34	$ 1,809.42
8733409	3	$ 22,682.34	$ 1,809.42
8733410	3	$ 22,682.34	$ 1,809.42
8733411	3	$ 22,682.34	$ 1,809.42
8733412	3	$ 22,682.34	$ 1,809.42
8733413	3	$ 22,682.34	$ 1,809.42
8733414	3	$ 22,682.34	$ 1,809.42
8733415	3	$ 22,682.34	$ 1,809.42
8733416	3	$ 22,682.34	$ 1,809.42
8733417	3	$ 22,682.34	$ 1,809.42
8733418	3	$ 22,682.34	$ 1,809.42
8733441	3	$ 22,682.34	$ 1,809.42
8733442	3	$ 22,682.34	$ 1,809.42
8733443	3	$ 22,682.34	$ 1,809.42
8733444	3	$ 22,682.34	$ 1,809.42
8733445	3	$ 22,682.34	$ 1,809.42
8733446	3	$ 22,682.34	$ 1,809.42
8733447	3	$ 22,682.34	$ 1,809.42
8733448	3	$ 22,682.34	$ 1,809.42
8733449	3	$ 22,682.34	$ 1,809.42
8733450	Non-Benefited	$ -	$ -
8739590	2	$ 19,786.97	$ 1,578.45
8739591	2	$ 19,786.97	$ 1,578.45
8739592	2	$ 19,786.97	$ 1,578.45
8739593	2	$ 19,786.97	$ 1,578.45
8739594	2	$ 19,786.97	$ 1,578.45
8739595	2	$ 19,786.97	$ 1,578.45
8739596	2	$ 19,786.97	$ 1,578.45
8739597	2	$ 19,786.97	$ 1,578.45
8739598	2	$ 19,786.97	$ 1,578.45
8739599	2	$ 19,786.97	$ 1,578.45
8739600	2	$ 19,786.97	$ 1,578.45
8739601	2	$ 19,786.97	$ 1,578.45
8739602	2	$ 19,786.97	$ 1,578.45
8739603	2	$ 19,786.97	$ 1,578.45

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27[b],[c],[d]
8739604	2	$ 19,786.97	$ 1,578.45
8739605	2	$ 19,786.97	$ 1,578.45
8739606	2	$ 19,786.97	$ 1,578.45
8739607	2	$ 19,786.97	$ 1,578.45
8739608	2	$ 19,786.97	$ 1,578.45
8739609	2	$ 19,786.97	$ 1,578.45
8739610	2	$ 19,786.97	$ 1,578.45
8739611	2	$ 19,786.97	$ 1,578.45
8739612	2	$ 19,786.97	$ 1,578.45
8739613	2	$ 19,786.97	$ 1,578.45
8739614	2	$ 19,786.97	$ 1,578.45
8739615	2	$ 19,786.97	$ 1,578.45
8739616	2	$ 19,786.97	$ 1,578.45
8739617	2	$ 19,786.97	$ 1,578.45
8739618	2	$ 19,786.97	$ 1,578.45
8739619	2	$ 19,786.97	$ 1,578.45
8739620	2	$ 19,786.97	$ 1,578.45
8739621	2	$ 19,786.97	$ 1,578.45
8739622	2	$ 19,786.97	$ 1,578.45
8739623	2	$ 19,786.97	$ 1,578.45
8739624	2	$ 19,786.97	$ 1,578.45
8739625	2	$ 19,786.97	$ 1,578.45
8739626	2	$ 19,786.97	$ 1,578.45
8739627	2	$ 19,786.97	$ 1,578.45
8739628	2	$ 19,786.97	$ 1,578.45
8739629	2	$ 19,786.97	$ 1,578.45
8739630	2	$ 19,786.97	$ 1,578.45
8739631	Non-Benefited	$ -	$ -
8739632	2	$ 19,786.97	$ 1,578.45
8739633	2	$ 19,786.97	$ 1,578.45
8739634	2	$ 19,786.97	$ 1,578.45
8739635	2	$ 19,786.97	$ 1,578.45
8739636	2	$ 19,786.97	$ 1,578.45
8739637	2	$ 19,786.97	$ 1,578.45
8739638	2	$ 19,786.97	$ 1,578.45
8739639	2	$ 19,786.97	$ 1,578.45
8739640	2	$ 19,786.97	$ 1,578.45
8739641	3	$ 22,682.34	$ 1,809.42
8739642	3	$ 22,682.34	$ 1,809.42
8739643	3	$ 22,682.34	$ 1,809.42

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27[b],[c],[d]
8739644	3	$ 22,682.34	$ 1,809.42
8739645	3	$ 22,682.34	$ 1,809.42
8739646	3	$ 22,682.34	$ 1,809.42
8739647	3	$ 22,682.34	$ 1,809.42
8739648	3	$ 22,682.34	$ 1,809.42
8739649	3	$ 22,682.34	$ 1,809.42
8739650	3	$ 22,682.34	$ 1,809.42
8739651	3	$ 22,682.34	$ 1,809.42
8739652	3	$ 22,682.34	$ 1,809.42
8739653	3	$ 22,682.34	$ 1,809.42
8739654	3	$ 22,682.34	$ 1,809.42
8739655	3	$ 22,682.34	$ 1,809.42
8739656	3	$ 22,682.34	$ 1,809.42
8739657	Non-Benefited	$ -	$ -
8739658	Non-Benefited	$ -	$ -
8739660	4	$ 23,744.10	$ 1,894.12
8739661	4	$ 23,744.10	$ 1,894.12
8739662	4	$ 23,744.10	$ 1,894.12
8739663	4	$ 23,744.10	$ 1,894.12
8739664	4	$ 23,744.10	$ 1,894.12
8739665	4	$ 23,744.10	$ 1,894.12
8739666	4	$ 23,744.10	$ 1,894.12
8739667	4	$ 23,744.10	$ 1,894.12
8739668	4	$ 23,744.10	$ 1,894.12
8739669	4	$ 23,744.10	$ 1,894.12
8739670	4	$ 23,744.10	$ 1,894.12
8739671	4	$ 23,744.10	$ 1,894.12
8739672	4	$ 23,744.10	$ 1,894.12
8739673	4	$ 23,744.10	$ 1,894.12
8739674	4	$ 23,744.10	$ 1,894.12
8739675	4	$ 23,744.10	$ 1,894.12
8739676	4	$ 23,744.10	$ 1,894.12
8739677	4	$ 23,744.10	$ 1,894.12
8739678	4	$ 23,744.10	$ 1,894.12
8739679	4	$ 23,744.10	$ 1,894.12
8739680	Non-Benefited	$ -	$ -
8739681	4	$ 23,744.10	$ 1,894.12
8739682	4	$ 23,744.10	$ 1,894.12
8739683	4	$ 23,744.10	$ 1,894.12
8739684	4	$ 23,744.10	$ 1,894.12

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27[b],[c],[d]
8739685	Non-Benefited	$ -	$ -
8739686	3	$ 22,682.34	$ 1,809.42
8739687	3	$ 22,682.34	$ 1,809.42
8739688	3	$ 22,682.34	$ 1,809.42
8739689	3	$ 22,682.34	$ 1,809.42
8739690	3	$ 22,682.34	$ 1,809.42
8739691	3	$ 22,682.34	$ 1,809.42
8739692	3	$ 22,682.34	$ 1,809.42
8739693	Non-Benefited	$ -	$ -
8739694	Non-Benefited	$ -	$ -
8739695	Non-Benefited	$ -	$ -
8739696	3	$ 22,682.34	$ 1,809.42
8739697	3	$ 22,682.34	$ 1,809.42
8739698	3	$ 22,682.34	$ 1,809.42
8739699	3	$ 22,682.34	$ 1,809.42
8739700	3	$ 22,682.34	$ 1,809.42
8739701	3	$ 22,682.34	$ 1,809.42
8739702	3	$ 22,682.34	$ 1,809.42
8739703	3	$ 22,682.34	$ 1,809.42
8739704	3	$ 22,682.34	$ 1,809.42
8739705	Non-Benefited	$ -	$ -
8739706	3	$ 22,682.34	$ 1,809.42
8739707	3	$ 22,682.34	$ 1,809.42
8739708	3	$ 22,682.34	$ 1,809.42
8739709	3	$ 22,682.34	$ 1,809.42
8739710	3	$ 22,682.34	$ 1,809.42
8739711	3	$ 22,682.34	$ 1,809.42
8739712	3	$ 22,682.34	$ 1,809.42
8739713	3	$ 22,682.34	$ 1,809.42
8739714	3	$ 22,682.34	$ 1,809.42
8739715	Non-Benefited	$ -	$ -
8739716	3	$ 22,682.34	$ 1,809.42
8739717	3	$ 22,682.34	$ 1,809.42
8739718	3	$ 22,682.34	$ 1,809.42
8739719	3	$ 22,682.34	$ 1,809.42
8739720	3	$ 22,682.34	$ 1,809.42
8739721	3	$ 22,682.34	$ 1,809.42
8739722	Non-Benefited	$ -	$ -
8739723	Non-Benefited	$ -	$ -
8739724	3	$ 22,682.34	$ 1,809.42

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27[b],[c],[d]
8739725	3	$ 22,682.34	$ 1,809.42
8739726	3	$ 22,682.34	$ 1,809.42
8739727	3	$ 22,682.34	$ 1,809.42
8739728	3	$ 22,682.34	$ 1,809.42
8739729	3	$ 22,682.34	$ 1,809.42
8739730	3	$ 22,682.34	$ 1,809.42
8739731	3	$ 22,682.34	$ 1,809.42
8739732	3	$ 22,682.34	$ 1,809.42
8739733	3	$ 22,682.34	$ 1,809.42
8739734	3	$ 22,682.34	$ 1,809.42
8739735	3	$ 22,682.34	$ 1,809.42
8739736	3	$ 22,682.34	$ 1,809.42
8739737	3	$ 22,682.34	$ 1,809.42
8739738	Non-Benefited	$ -	$ -
8739739	3	$ 22,682.34	$ 1,809.42
8739740	3	$ 22,682.34	$ 1,809.42
8739741	3	$ 22,682.34	$ 1,809.42
8739742	3	$ 22,682.34	$ 1,809.42
8739743	3	$ 22,682.34	$ 1,809.42
8739744	3	$ 22,682.34	$ 1,809.42
8739745	3	$ 22,682.34	$ 1,809.42
8739746	Non-Benefited	$ -	$ -
8739747	3	$ 22,682.34	$ 1,809.42
8739748	3	$ 22,682.34	$ 1,809.42
8739749	3	$ 22,682.34	$ 1,809.42
8739750	3	$ 22,682.34	$ 1,809.42
8739751	3	$ 22,682.34	$ 1,809.42
8739752	3	$ 22,682.34	$ 1,809.42
8739753	3	$ 22,682.34	$ 1,809.42
8739754	3	$ 22,682.34	$ 1,809.42
8739755	3	$ 22,682.34	$ 1,809.42
8739756	3	$ 22,682.34	$ 1,809.42
8739757	3	$ 22,682.34	$ 1,809.42
8739758	3	$ 22,682.34	$ 1,809.42
8739759	3	$ 22,682.34	$ 1,809.42
8739760	3	$ 22,682.34	$ 1,809.42
8739761	3	$ 22,682.34	$ 1,809.42
8739762	3	$ 22,682.34	$ 1,809.42
8739763	3	$ 22,682.34	$ 1,809.42
8739764	3	$ 22,682.34	$ 1,809.42

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27[b],[c],[d]
8739765	Non-Benefited	$ -	$ -
8739766	Non-Benefited	$ -	$ -
8739767	5	$ 23,744.10	$ 1,894.12
8739768	5	$ 23,744.10	$ 1,894.12
8739769	5	$ 23,744.10	$ 1,894.12
8739770	5	$ 23,744.10	$ 1,894.12
8739771	5	$ 23,744.10	$ 1,894.12
8739772	5	$ 23,744.10	$ 1,894.12
8739773	5	$ 23,744.10	$ 1,894.12
8739774	5	$ 23,744.10	$ 1,894.12
8739775	5	$ 23,744.10	$ 1,894.12
8739776	5	$ 23,744.10	$ 1,894.12
8739777	5	$ 23,744.10	$ 1,894.12
8739778	5	$ 23,744.10	$ 1,894.12
8739779	5	$ 23,744.10	$ 1,894.12
8739780	5	$ 23,744.10	$ 1,894.12
8739781	5	$ 23,744.10	$ 1,894.12
8739782	5	$ 23,744.10	$ 1,894.12
8739783	5	$ 23,744.10	$ 1,894.12
8739784	5	$ 23,744.10	$ 1,894.12
Total		**$ 12,121,000.00**	**$ 966,918.27**

Notes:

[a] Property IDs preliminary and subject to change based on the final certified rolls provided by the County prior to billing.

[b] The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.

[c] Totals may not add or match the Service Plan or Improvement Area #1 Bond Annual Installment Schedule due to rounding or prepaid unredeemed bonds.

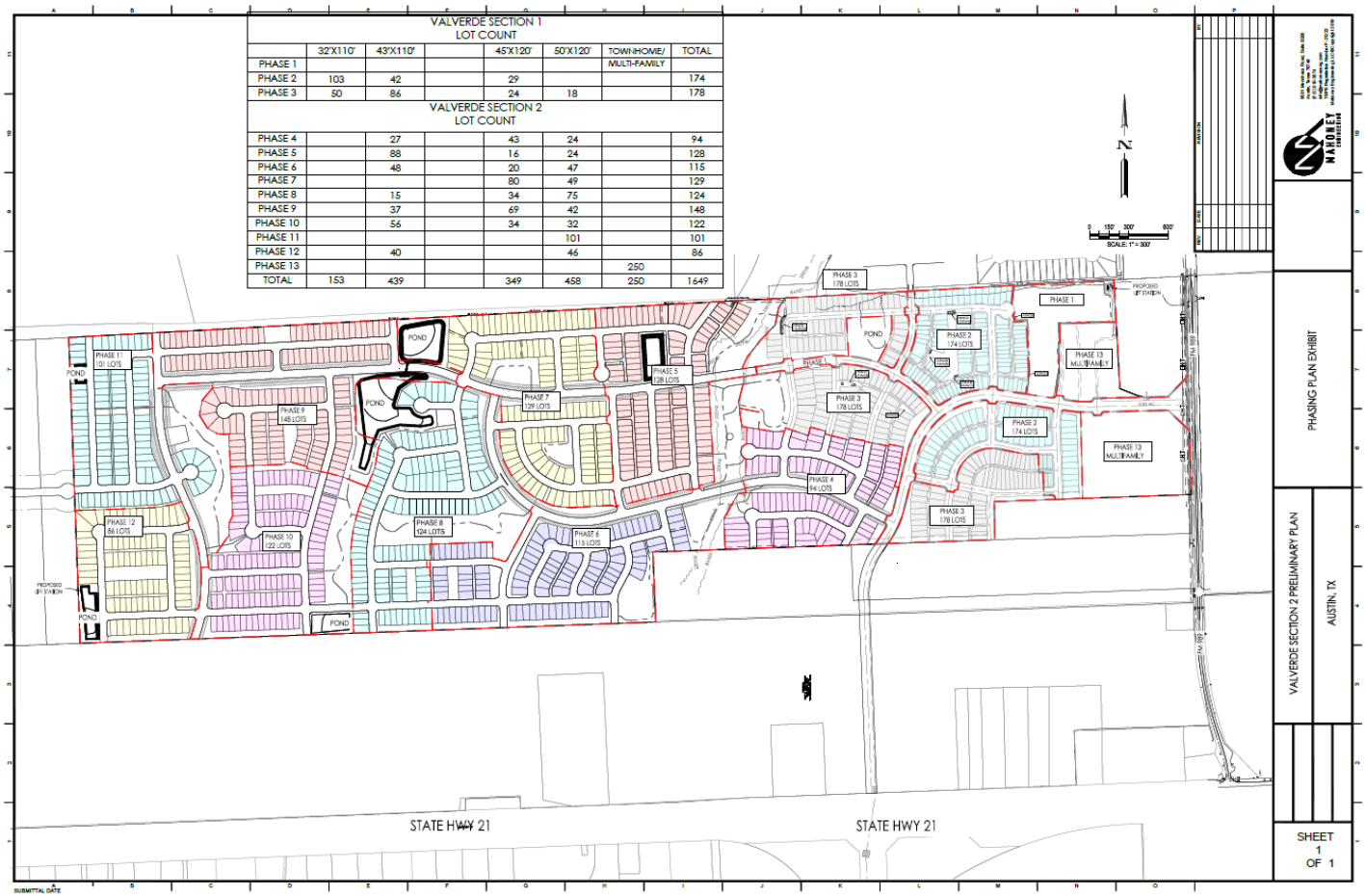
[d] Until a final plat is recorded within the unplatted Parcels of Improvement Area #1, the outstanding Assessment and Annual Installments will be allocated based on acreage.

EXHIBIT B-1 – DEBT SERVICE SCHEDULE

Bond Debt Service
City of Bastrop, Texas
Special Assessment Revenue Bonds, Series 2025
lverde Public Improvement District Improvement Area
Bonds Callable September 1, 2033 @ Par
FINAL NUMBERS

Period Ending	Principal	Interest	Debt Service
9/1/2025		244,492.31	244,492.31
9/1/2026	182,000	656,845.00	838,845.00
9/1/2027	190,000	649,110.00	839,110.00
9/1/2028	198,000	641,035.00	839,035.00
9/1/2029	207,000	632,620.00	839,620.00
9/1/2030	216,000	623,822.50	839,822.50
9/1/2031	225,000	614,642.50	839,642.50
9/1/2032	236,000	604,236.26	840,236.26
9/1/2033	247,000	593,321.26	840,321.26
9/1/2034	259,000	581,897.50	840,897.50
9/1/2035	271,000	569,918.76	840,918.76
9/1/2036	284,000	557,385.00	841,385.00
9/1/2037	300,000	542,120.00	842,120.00
9/1/2038	316,000	525,995.00	841,995.00
9/1/2039	334,000	509,010.00	843,010.00
9/1/2040	352,000	491,057.50	843,057.50
9/1/2041	372,000	472,137.50	844,137.50
9/1/2042	393,000	452,142.50	845,142.50
9/1/2043	415,000	431,018.76	846,018.76
9/1/2044	438,000	408,712.50	846,712.50
9/1/2045	462,000	385,170.00	847,170.00
9/1/2046	488,000	360,337.50	848,337.50
9/1/2047	517,000	332,887.50	849,887.50
9/1/2048	547,000	303,806.26	850,806.26
9/1/2049	580,000	273,037.50	853,037.50
9/1/2050	614,000	240,412.50	854,412.50
9/1/2051	650,000	205,875.00	855,875.00
9/1/2052	689,000	169,312.50	858,312.50
9/1/2053	729,000	130,556.26	859,556.26
9/1/2054	773,000	89,550.00	862,550.00
9/1/2055	819,000	46,068.76	865,068.76
	12,303,000	13,338,533.63	25,641,533.63

EXHIBIT C – LOT TYPE CLASSIFICATION MAP



VALVERDE SECTION 1
LOT COUNT

	32'X110'	43'X110'		45'X120'	50'X120'	TOWNHOME/ MULTI-FAMILY	TOTAL
PHASE 1							
PHASE 2	103	42		29			174
PHASE 3	50	86		24	18		178

VALVERDE SECTION 2
LOT COUNT

PHASE 4		27		43	24		94
PHASE 5		88		16	24		128
PHASE 6		48		20	47		115
PHASE 7				80	49		129
PHASE 8		15		34	75		124
PHASE 9		37		69	42		148
PHASE 10		56		34	32		122
PHASE 11					101		101
PHASE 12		40			46		86
PHASE 13						250	
TOTAL	153	439		349	458	250	1649

EXHIBIT D – BUYER DISCLOSURES

Buyer disclosures for the following Lot Types are found in this Exhibit:

- Improvement Area 1
  - Lot Type 1
  - Lot Type 2
  - Lot Type 3
  - Lot Type 4
  - Lot Type 5
  - Improvement Area #1 Unplatted Parcel

VALVERDE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 – LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the City in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF BASTROP, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: $ 18,017.69

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Valverde Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

CITY OF BASTROP §

The foregoing instrument was acknowledged before me by_____ and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

CITY OF BASTROP §

The foregoing instrument was acknowledged before me by_____ and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

ANNUAL INSTALLMENTS - LOT TYPE 1

	Improvement Area #1 Bonds					
Annual Installments Due 1/31	Principal	Interest[1]	Capitalized Interest	Additional Interest[2]	Annual Collection Costs	Total Annual Installment[3]
2027	282.43	964.89	-	90.09	99.90	1,437.31
2028	294.32	952.89	-	88.68	84.51	1,420.40
2029	307.70	940.38	-	87.20	86.20	1,421.49
2030	321.08	927.30	-	85.67	87.92	1,421.97
2031	334.46	913.66	-	84.06	89.68	1,421.86
2032	350.81	898.19	-	82.39	91.48	1,422.86
2033	367.16	881.96	-	80.63	93.31	1,423.06
2034	385.00	864.98	-	78.80	95.17	1,423.95
2035	402.84	847.18	-	76.87	97.07	1,423.96
2036	422.16	828.54	-	74.86	99.02	1,424.58
2037	445.95	805.85	-	72.75	101.00	1,425.54
2038	469.73	781.88	-	70.52	103.02	1,425.15
2039	496.49	756.64	-	68.17	105.08	1,426.37
2040	523.24	729.95	-	65.69	107.18	1,426.06
2041	552.97	701.83	-	63.07	109.32	1,427.19
2042	584.19	672.10	-	60.31	111.51	1,428.11
2043	616.89	640.70	-	57.39	113.74	1,428.72
2044	651.08	607.55	-	54.30	116.01	1,428.94
2045	686.76	572.55	-	51.05	118.33	1,428.69
2046	725.40	535.64	-	47.61	120.70	1,429.35
2047	768.51	494.83	-	43.99	123.11	1,430.44
2048	813.11	451.60	-	40.14	125.58	1,430.43
2049	862.16	405.87	-	36.08	128.09	1,432.19
2050	912.70	357.37	-	31.77	130.65	1,432.49
2051	966.22	306.03	-	27.20	133.26	1,432.71
2052	1,024.19	251.68	-	22.37	135.93	1,434.17
2053	1,083.65	194.07	-	17.25	138.65	1,433.62
2054	1,149.05	133.11	-	11.83	141.42	1,435.42
2055	1,217.43	68.48	-	6.09	144.25	1,436.25
Total	**$ 18,017.69**	**$ 18,487.71**	**$ -**	**$ 1,676.82**	**$ 3,231.07**	**$ 41,413.29**

Footnotes:

1) Interest is calculated at the actual rate of the PID Bonds.

2) Additional Interest is calculated at the Additional Interest Rate.

3) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

VALVERDE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 - LOT TYPE 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the City in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF BASTROP, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: $19,786.97

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Valverde Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

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SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

CITY OF BASTROP §

The foregoing instrument was acknowledged before me by_____ and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

CITY OF BASTROP §

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Given under my hand and seal of office on this _____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

ANNUAL INSTALLMENTS - LOT TYPE 2

	Improvement Area #1 Bonds					
Annual Installments Due 1/31	Principal	Interest[1]	Capitalized Interest	Additional Interest[2]	Annual Collection Costs	Total Annual Installment[3]
2027	310.17	1,059.64	-	98.93	109.70	1,578.45
2028	323.23	1,046.46	-	97.38	92.81	1,559.88
2029	337.92	1,032.72	-	95.77	94.66	1,561.07
2030	352.61	1,018.36	-	94.08	96.56	1,561.61
2031	367.30	1,003.38	-	92.32	98.49	1,561.48
2032	385.26	986.39	-	90.48	100.46	1,562.58
2033	403.22	968.57	-	88.55	102.47	1,562.80
2034	422.81	949.92	-	86.54	104.52	1,563.78
2035	442.39	930.37	-	84.42	106.61	1,563.79
2036	463.62	909.90	-	82.21	108.74	1,564.47
2037	489.74	884.99	-	79.89	110.91	1,565.53
2038	515.86	858.66	-	77.44	113.13	1,565.09
2039	545.24	830.94	-	74.86	115.39	1,566.43
2040	574.62	801.63	-	72.14	117.70	1,566.09
2041	607.27	770.74	-	69.26	120.06	1,567.34
2042	641.55	738.10	-	66.23	122.46	1,568.34
2043	677.47	703.62	-	63.02	124.91	1,569.01
2044	715.01	667.20	-	59.63	127.41	1,569.26
2045	754.19	628.77	-	56.06	129.95	1,568.98
2046	796.64	588.23	-	52.29	132.55	1,569.71
2047	843.98	543.42	-	48.30	135.20	1,570.91
2048	892.95	495.95	-	44.08	137.91	1,570.89
2049	946.82	445.72	-	39.62	140.67	1,572.83
2050	1,002.33	392.46	-	34.89	143.48	1,573.15
2051	1,061.09	336.08	-	29.87	146.35	1,573.40
2052	1,124.76	276.39	-	24.57	149.28	1,575.00
2053	1,190.06	213.13	-	18.94	152.26	1,574.39
2054	1,261.89	146.19	-	12.99	155.31	1,576.37
2055	1,336.98	75.21	-	6.68	158.41	1,577.28
Total	**$ 19,786.97**	**$ 20,303.14**	**$ -**	**$ 1,841.47**	**$ 3,548.35**	**$ 45,479.92**

Footnotes:

1) Interest is calculated at the actual rate of the PID Bonds.

2) Additional Interest is calculated at the Additional Interest Rate.

3) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

VALVERDE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 - LOT TYPE 3 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the City in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF BASTROP, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: $22,682.34

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Valverde Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

CITY OF BASTROP §

The foregoing instrument was acknowledged before me by_____ and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

CITY OF BASTROP §

The foregoing instrument was acknowledged before me by_____ and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

ANNUAL INSTALLMENTS - LOT TYPE 3

	Improvement Area #1 Bonds					
Annual Installments Due 1/31	Principal	Interest[1]	Capitalized Interest	Additional Interest[2]	Annual Collection Costs	Total Annual Installment[3]
2027	355.55	1,214.70	-	113.41	125.76	1,809.42
2028	370.52	1,199.59	-	111.63	106.39	1,788.13
2029	387.36	1,183.84	-	109.78	108.52	1,789.50
2030	404.21	1,167.38	-	107.84	110.69	1,790.11
2031	421.05	1,150.20	-	105.82	112.90	1,789.97
2032	441.63	1,130.72	-	103.72	115.16	1,791.23
2033	462.22	1,110.30	-	101.51	117.46	1,791.49
2034	484.67	1,088.92	-	99.20	119.81	1,792.60
2035	507.13	1,066.50	-	96.78	122.21	1,792.62
2036	531.46	1,043.05	-	94.24	124.65	1,793.40
2037	561.40	1,014.48	-	91.58	127.14	1,794.61
2038	591.34	984.31	-	88.78	129.69	1,794.11
2039	625.02	952.52	-	85.82	132.28	1,795.65
2040	658.71	918.93	-	82.69	134.93	1,795.26
2041	696.13	883.52	-	79.40	137.62	1,796.68
2042	735.43	846.11	-	75.92	140.38	1,797.83
2043	776.60	806.58	-	72.24	143.18	1,798.60
2044	819.64	764.83	-	68.36	146.05	1,798.88
2045	864.55	720.78	-	64.26	148.97	1,798.56
2046	913.21	674.31	-	59.94	151.95	1,799.40
2047	967.48	622.94	-	55.37	154.99	1,800.78
2048	1,023.62	568.52	-	50.54	158.09	1,800.76
2049	1,085.37	510.94	-	45.42	161.25	1,802.98
2050	1,148.99	449.89	-	39.99	164.47	1,803.35
2051	1,216.36	385.26	-	34.25	167.76	1,803.63
2052	1,289.34	316.84	-	28.16	171.12	1,805.46
2053	1,364.20	244.31	-	21.72	174.54	1,804.77
2054	1,446.54	167.58	-	14.90	178.03	1,807.04
2055	1,532.62	86.21	-	7.66	181.59	1,808.08
Total	**$ 22,682.34**	**$ 23,274.05**	**$ -**	**$ 2,110.93**	**$ 4,067.57**	**$ 52,134.89**

Footnotes:

1) Interest is calculated at the actual rate of the PID Bonds.

2) Additional Interest is calculated at the Additional Interest Rate.

3) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

VALVERDE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 - LOT TYPE 4 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the City in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF BASTROP, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

LOT TYPE 4 PRINCIPAL ASSESSMENT: $23,744.10

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Valverde Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

CITY OF BASTROP §

The foregoing instrument was acknowledged before me by_____ and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

CITY OF BASTROP §

The foregoing instrument was acknowledged before me by_____ and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

ANNUAL INSTALLMENTS - LOT TYPE 4

	Improvement Area #1 Bonds					
Annual Installments Due 1/31	Principal	Interest[1]	Capitalized Interest	Additional Interest[2]	Annual Collection Costs	Total Annual Installment[3]
2027	372.20	1,271.56	-	118.72	131.64	1,894.12
2028	387.87	1,255.74	-	116.86	111.37	1,871.83
2029	405.50	1,239.25	-	114.92	113.60	1,873.27
2030	423.13	1,222.02	-	112.89	115.87	1,873.91
2031	440.76	1,204.04	-	110.78	118.18	1,873.76
2032	462.31	1,183.65	-	108.57	120.55	1,875.08
2033	483.85	1,162.27	-	106.26	122.96	1,875.35
2034	507.36	1,139.89	-	103.84	125.42	1,876.51
2035	530.87	1,116.43	-	101.31	127.93	1,876.53
2036	556.33	1,091.87	-	98.65	130.49	1,877.34
2037	587.68	1,061.97	-	95.87	133.10	1,878.61
2038	619.02	1,030.38	-	92.93	135.76	1,878.09
2039	654.28	997.11	-	89.84	138.47	1,879.70
2040	689.54	961.94	-	86.56	141.24	1,879.29
2041	728.72	924.88	-	83.12	144.07	1,880.78
2042	769.86	885.71	-	79.47	146.95	1,881.99
2043	812.95	844.33	-	75.62	149.89	1,882.80
2044	858.01	800.64	-	71.56	152.88	1,883.09
2045	905.02	754.52	-	67.27	155.94	1,882.75
2046	955.95	705.87	-	62.74	159.06	1,883.63
2047	1,012.76	652.10	-	57.96	162.24	1,885.07
2048	1,071.53	595.13	-	52.90	165.49	1,885.05
2049	1,136.18	534.86	-	47.54	168.80	1,887.37
2050	1,202.78	470.95	-	41.86	172.17	1,887.76
2051	1,273.30	403.29	-	35.85	175.62	1,888.06
2052	1,349.70	331.67	-	29.48	179.13	1,889.98
2053	1,428.05	255.75	-	22.73	182.71	1,889.25
2054	1,514.25	175.42	-	15.59	186.37	1,891.63
2055	1,604.36	90.25	-	8.02	190.09	1,892.72
Total	**$ 23,744.10**	**$ 24,363.51**	**$ -**	**$ 2,209.74**	**$ 4,257.97**	**$ 54,575.32**

Footnotes:

1) Interest is calculated at the actual rate of the PID Bonds.

2) Additional Interest is calculated at the Additional Interest Rate.

3) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

VALVERDE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 - LOT TYPE 5 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the City in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF BASTROP, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

LOT TYPE 5 PRINCIPAL ASSESSMENT: $23,744.10

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Valverde Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

CITY OF BASTROP §

The foregoing instrument was acknowledged before me by_____ and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

CITY OF BASTROP §

The foregoing instrument was acknowledged before me by_____ and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

ANNUAL INSTALLMENTS - LOT TYPE 5

	Improvement Area #1 Bonds					
Annual Installments Due 1/31	Principal	Interest[1]	Capitalized Interest	Additional Interest[2]	Annual Collection Costs	Total Annual Installment[3]
2027	372.20	1,271.56	-	118.72	131.64	1,894.12
2028	387.87	1,255.74	-	116.86	111.37	1,871.83
2029	405.50	1,239.25	-	114.92	113.60	1,873.27
2030	423.13	1,222.02	-	112.89	115.87	1,873.91
2031	440.76	1,204.04	-	110.78	118.18	1,873.76
2032	462.31	1,183.65	-	108.57	120.55	1,875.08
2033	483.85	1,162.27	-	106.26	122.96	1,875.35
2034	507.36	1,139.89	-	103.84	125.42	1,876.51
2035	530.87	1,116.43	-	101.31	127.93	1,876.53
2036	556.33	1,091.87	-	98.65	130.49	1,877.34
2037	587.68	1,061.97	-	95.87	133.10	1,878.61
2038	619.02	1,030.38	-	92.93	135.76	1,878.09
2039	654.28	997.11	-	89.84	138.47	1,879.70
2040	689.54	961.94	-	86.56	141.24	1,879.29
2041	728.72	924.88	-	83.12	144.07	1,880.78
2042	769.86	885.71	-	79.47	146.95	1,881.99
2043	812.95	844.33	-	75.62	149.89	1,882.80
2044	858.01	800.64	-	71.56	152.88	1,883.09
2045	905.02	754.52	-	67.27	155.94	1,882.75
2046	955.95	705.87	-	62.74	159.06	1,883.63
2047	1,012.76	652.10	-	57.96	162.24	1,885.07
2048	1,071.53	595.13	-	52.90	165.49	1,885.05
2049	1,136.18	534.86	-	47.54	168.80	1,887.37
2050	1,202.78	470.95	-	41.86	172.17	1,887.76
2051	1,273.30	403.29	-	35.85	175.62	1,888.06
2052	1,349.70	331.67	-	29.48	179.13	1,889.98
2053	1,428.05	255.75	-	22.73	182.71	1,889.25
2054	1,514.25	175.42	-	15.59	186.37	1,891.63
2055	1,604.36	90.25	-	8.02	190.09	1,892.72
Total	**$ 23,744.10**	**$ 24,363.51**	**$ -**	**$ 2,209.74**	**$ 4,257.97**	**$ 54,575.32**

Footnotes:

1) Interest is calculated at the actual rate of the PID Bonds.

2) Additional Interest is calculated at the Additional Interest Rate.

3) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

VALVERDE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1
UNPLATTED PARCEL BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the City in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF BASTROP, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

IMPROVEMENT AREA #1 UNPLATTED PARCEL PRINCIPAL ASSESSMENT:

$4,504,422.97

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Valverde Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

CITY OF BASTROP §

The foregoing instrument was acknowledged before me by_____ and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

CITY OF BASTROP §

The foregoing instrument was acknowledged before me by_____ and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 UNPLATTED PARCEL

	Improvement Area #1 Bonds					
Annual Installments Due 1/31	Principal	Interest[1]	Capitalized Interest	Additional Interest[2]	Annual Collection Costs	Total Annual Installment[3]
2027	70,608.07	241,223.17	-	22,522.11	24,973.79	359,327.14
2028	73,581.04	238,222.32	-	22,169.07	21,127.32	355,099.76
2029	76,925.63	235,095.13	-	21,801.17	21,549.87	355,371.80
2030	80,270.22	231,825.79	-	21,416.54	21,980.87	355,493.42
2031	83,614.81	228,414.31	-	21,015.19	22,420.48	355,464.79
2032	87,702.65	224,547.12	-	20,597.12	22,868.89	355,715.78
2033	91,790.49	220,490.88	-	20,158.60	23,326.27	355,766.24
2034	96,249.94	216,245.56	-	19,699.65	23,792.80	355,987.95
2035	100,709.40	211,794.01	-	19,218.40	24,268.65	355,990.46
2036	105,540.48	207,136.19	-	18,714.85	24,754.03	356,145.55
2037	111,486.42	201,463.39	-	18,187.15	25,249.11	356,386.07
2038	117,432.36	195,471.00	-	17,629.72	25,754.09	356,287.17
2039	124,121.55	189,159.01	-	17,042.56	26,269.17	356,592.28
2040	130,810.73	182,487.47	-	16,421.95	26,794.55	356,514.71
2041	138,243.16	175,456.40	-	15,767.90	27,330.45	356,797.90
2042	146,047.21	168,025.83	-	15,076.68	27,877.05	357,026.77
2043	154,222.88	160,175.79	-	14,346.44	28,434.60	357,179.71
2044	162,770.17	151,886.31	-	13,575.33	29,003.29	357,235.10
2045	171,689.09	143,137.41	-	12,761.48	29,583.35	357,171.33
2046	181,351.24	133,909.13	-	11,903.03	30,175.02	357,338.42
2047	192,128.26	123,708.12	-	10,996.28	30,778.52	357,611.18
2048	203,276.90	112,900.91	-	10,035.64	31,394.09	357,607.54
2049	215,540.41	101,466.58	-	9,019.25	32,021.97	358,048.21
2050	228,175.54	89,342.43	-	7,941.55	32,662.41	358,121.93
2051	241,553.91	76,507.56	-	6,800.67	33,315.66	358,177.80
2052	256,047.14	62,920.15	-	5,592.90	33,981.97	358,542.17
2053	270,912.00	48,517.50	-	4,312.67	34,661.61	358,403.78
2054	287,263.34	33,278.70	-	2,958.11	35,354.85	358,854.99
2055	304,357.93	17,120.14	-	1,521.79	36,061.94	359,061.79
Total	**$ 4,504,422.97**	**$ 4,621,928.29**	**$ -**	**$ 419,203.80**	**$ 807,766.69**	**$ 10,353,321.75**

Footnotes:

1) Interest is calculated at the actual rate of the PID Bonds.

2) Additional Interest is calculated at the Additional Interest Rate.

3) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

CERTIFICATE OF CITY SECRETARY

THE STATE OF TEXAS §
COUNTY OF BASTROP §
CITY OF BASTROP §

THE UNDERSIGNED HEREBY CERTIFIES that:

The City Council of said City (the "City Council") convened in a REGULAR MEETING ON July 28, 2026, at the City Council Chamber, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Ishmael Harris, Mayor
John Kirkland, Mayor Pro-Tem, Place 5
Perry Lowe, Place 1
Cynthia Meyer, Place 2
Kevin Plunkett, Place 3
Kerry Fossler, Place 4

and all of such persons were present at the Meeting, except _____, thus constituting a quorum. Among other business considered at the Meeting, the attached ordinance (the "Ordinance") entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ACCEPTING AND APPROVING AN ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND UPDATED ASSESSMENT ROLL FOR THE VALVERDE PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE

was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said Ordinance be passed; and, after due discussion, said motion carrying with it the passage of said Ordinance, prevailed and carried by the following vote:

__ voted "For" __ voted "Against" __ "Abstained"

all as shown in the official Minutes of the City Council for the Meeting.

That a true, full and correct copy of the aforesaid Ordinance passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Ordinance has been duly recorded in said City Council's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said Meeting pertaining to the passage of said Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City

Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Ordinance would be introduced and considered for passage at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

That the Mayor of said City has approved and hereby approves the aforesaid Ordinance; that the Mayor and the City Secretary of said City have duly signed said Ordinance; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

SIGNED AND SEALED after second reading on this 28th day of July, 2026.

_____

Michael Muscarello, City Secretary

(SEAL)

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: July 28, 2026

TITLE:

Consider and act on the second reading of Ordinance No. 2026-26 to amend Chapter 14 of the Code of Ordinances with the addition of Section 14.09.016, entitled "Liability for Adversely Affecting Historic Structure or Property," related to historic structures, by adopting enforcement provisions consistent with Texas Local Government Code Chapter 315 Section 006.

AGENDA ITEM SUBMITTED BY: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

Recent amendments to the development code increased the minimum lot size in the historic area of Bastrop. However, this has not prevented developers from purchasing large parcels of property, usually where historic structures exist, and proceeding to subdivide or move to demolish an existing structure.

The current fines for demolition without a permit are minimal in nature and are typically a one-time event.

Adoption of language that exists in Chapter 315.006 of the Local Government Code would place stricter penalties on people who demolish all or a portion of a structure without the appropriate permits or approvals. The amendment mirrors state law.

Sec. 14.09.016. LIABILITY FOR ADVERSELY AFFECTING HISTORIC STRUCTURE OR PROPERTY. (a) In this section, "historic structure or property" means a historic structure as defined by Section 442.001, Government Code, or a structure or property that is designated as historic by a political subdivision of the state, the state, or the federal government.

(b) A person is liable to for damages if the person:

(1) demolishes, causes to be demolished, or otherwise adversely affects the structural, physical, or visual integrity of a historic structure or property that is located in the City of Bastrop; and

(2) does not obtain the appropriate demolition or building permit or other form of written permission from the City before beginning to demolish, cause the demolition of, or otherwise adversely affect the structural, physical, or visual integrity of the structure or property.

(c) If the structural, physical, or visual integrity of the structure or property is adversely affected to the extent that it is not feasible to restore the structural, physical, or visual integrity substantially to its former level, the damages are equal to the cost of constructing, using as many of the original materials as possible, a new structure or property that is a reasonable facsimile of the historic structure or property and the cost of attorney's, architect's, and appraiser's fees and other costs related to the enforcement of this section. If it is feasible to restore the structural, physical, or visual integrity of the structure or property substantially to its former level, the damages are equal to the cost of the restoration, using as many of the original materials as possible, and the cost of attorney's, architect's, and appraiser's fees and other costs related to the enforcement of this section.

(d) Instead of accepting monetary damages, the City may permit the liable person to construct, using as many of the original materials as possible, a structure or property that is a reasonable facsimile of the demolished historic structure or property or to restore, using as many of the original materials as possible, the historic structure or property and to pay the cost of attorney's, architect's, and appraiser's fees and other costs related to the enforcement of this section.

(e) Damages recovered under this section shall be deposited in a special fund in the City treasury and may be used only to construct, using as many of the original materials as possible, a structure or property that is a reasonable facsimile of the demolished historic structure or property, to restore, using as many of the original materials as possible, the historic structure or property, or to restore another historic structure or property, as determined by the municipality.

(f) The construction of a facsimile structure or property under Subsection (d) or (e) must be undertaken at the location designated by the City, which may be the same location as that of the demolished historic structure or property.

(g) The City may make contracts and adopt ordinances as necessary to carry out this section.

(h) Each municipality shall file in the real property records of the county clerk's office of each county in which the municipality is located a verified written instrument listing each historic structure or property that is located in the municipality and county and is designated as historic by a political subdivision of the state by:

(1) the street address, if available in the municipal files;

(2) the legal description of the real property on which the structure or property is located; and

(3) the name of the owner of the real property, if the name is available in the municipal files.

(i) Subsections (a) through (g) of this section apply only to a historic structure or property on or after the date the instrument has been filed under Subsection (h) and indexed.

(j) A person is liable to the Texas Historical Commission for damages if:

(1) the person:

(A) demolishes, causes to be demolished, or otherwise adversely affects the structural, physical, or visual integrity of a historic structure or property that is located in the City; and

(B) does not obtain the appropriate demolition or building permit or other form of written permission from the municipality before beginning to demolish, cause the demolition of, or otherwise adversely affect the structural, physical, or visual integrity of the structure or property; and

(2) the commission determines that the City has not filed a civil action under Subsection (b) and has not taken appropriate action to carry out Subsection (d) before the 90th day after the date the action described by Subdivision (1)(A) occurs.

(k) If the Texas Historical Commission makes a determination under Subsection (j)(2), the commission may enforce this section, and the City may not act under this section. Damages recovered under this subsection shall be deposited in the Texas preservation trust fund account.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve the addition.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO. 2026-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING CHAPTER 14, HISTORIC PRESERVATION, OF THE CITY OF BASTROP CODE OF ORDINANCES BY ADDING SECTION 14.09.016, "LIABILITY FOR ADVERSELY AFFECTING HISTORIC STRUCTURE OR PROPERTY," TO ADOPT ENFORCEMENT PROVISIONS CONSISTENT WITH CHAPTER 315 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR CIVIL LIABILITY AND REMEDIES FOR THE UNAUTHORIZED DEMOLITION OR DAMAGE OF HISTORIC STRUCTURES OR PROPERTIES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of Bastrop is home to one of the largest and most significant collections of historic structures in the State of Texas and has long recognized the importance of preserving these resources for the benefit of present and future generations; and

WHEREAS, The City Council has adopted regulations governing the preservation of historic structures and districts to protect the City's historic character and cultural heritage; and

WHEREAS, The City Council recently amended the City's development regulations to increase minimum lot sizes within designated historic areas; however, those amendments alone have not prevented the demolition or unauthorized alteration of historic structures located on larger tracts of land; and

WHEREAS, The City Council finds that the current penalties for demolition without the required permits do not provide an adequate deterrent against the unauthorized demolition or destruction of historic structures; and

WHEREAS, Chapter 315 of the Texas Local Government Code authorizes municipalities to establish civil liability and remedies for persons who demolish or otherwise adversely affect historic structures or properties without obtaining the required approvals; and

WHEREAS, The City Council finds that adopting provisions substantially consistent with Section 315.006 of the Texas Local Government Code will provide meaningful enforcement tools and further the City's interest in protecting its historic resources.

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

SECTION 1.
The findings set forth above are incorporated herein as if fully stated.

SECTION 2.
Chapter 14 of the Code of Ordinances of the City of Bastrop is hereby amended by adding Section 14.09.016, entitled "Liability for Adversely Affecting Historic Structure or Property," to read as follows:

Sec. 14.09.016. Liability for Adversely Affecting Historic Structure or Property.
The provisions of Section 315.006 of the Texas Local Government Code, as amended from time to time, are hereby adopted by reference as though fully set forth herein and shall govern the civil liability and remedies applicable to any person who demolishes, causes the demolition of, or otherwise adversely affects the structural, physical, or visual integrity of a historic structure or property within the City of Bastrop without first obtaining all required permits, approvals, or other written authorization from the City.

The City Manager, Historic Preservation Officer, and other authorized City officials are authorized to administer and enforce this section, including the filing of civil actions, recovery of damages, acceptance of restoration or reconstruction in lieu of damages where authorized by law, establishment of any required historic preservation fund, and the filing of notices in the real property records as required by Chapter 315 of the Texas Local Government Code.

Nothing in this section shall limit the City's authority to pursue any other remedy authorized by law or the City's Code of Ordinances.

SECTION 3.
All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed only to the extent of such conflict.

SECTION 4. Savings Clause.
This Ordinance shall not affect any right, obligation, prosecution, suit, or proceeding accrued or pending prior to the effective date of this Ordinance.

SECTION 5. Severability.
Should any section, subsection, sentence, clause, phrase, or provision of this Ordinance be held unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. Publication.
The City Secretary is directed to publish the caption of this Ordinance as required by the Texas Local Government Code.

SECTION 7. Effective Date.
This Ordinance shall become effective upon its passage, approval, publication, and incorporation into the Code of Ordinances as provided by law.

PASSED, APPROVED, AND ADOPTED on first reading this 14th day of July , 2026.

PASSED, APPROVED, AND ADOPTED on second and final reading this 28th day of July, 2026.

APPROVED:

***by*: _____**
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

_____
City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: July 28, 2026

TITLE:

Consider and act on Ordinance No. 2026- 30 amending Chapter 14, Section 9.002 Historic Landmark Commission by amending the appointment from Planning and Zoning Commission to be an non-voting ex-offico member, and that members should be residents of the city.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

This item seeks to remove the “double vote” that is granted to the member of the Planning and Zoning Commission who also sits on the Historic Landmark Commission (HLC). Generally speaking, cases held before the HLC may also be heard at the Planning and Zoning Commission; a double vote is not logical.

Sec. 14.09.002 Historic ~~Preservation~~ Landmark Commission.

A. The Commission shall consist of seven (7) members, residents of the City, to be appointed by the mayor with approval by the City Council as follows; every effort will be made to find professionals **who are residents**, and meet the criteria below:

1) One shall be an architect, city planner, or representative of a design profession;
2) One shall be a representative elected by the Bastrop County Historical Society;
3) One shall be a licensed real estate professional;
4) One shall be an owner of a historic Commercial Structure or property;
5) One shall be an owner of an historic Residential Structure or property;
6) One shall be a member from the Planning & Zoning Commission; **and serve as an ex-offico, non-voting member of this board;**
7) One shall be a general resident of the City.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve as submitted

ATTACHMENTS:

1. Ordinance 2026-30

ORDINANCE NO. 2026-30

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING CHAPTER 14, ARTICLE 14.09, SECTION 14.09.002 OF THE CITY OF BASTROP CODE OF ORDINANCES, REGARDING THE HISTORIC PRESERVATION LANDMARK COMMISSION; PROVIDING THAT MEMBERS OF THE COMMISSION SHALL BE RESIDENTS OF THE CITY; AMENDING THE APPOINTMENT OF THE PLANNING AND ZONING COMMISSION REPRESENTATIVE TO SERVE AS A NON-VOTING EX OFFICIO MEMBER; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop has established the Historic Preservation Landmark Commission to preserve, protect, and promote the City's historic resources; and

WHEREAS, the City Council finds that matters considered by the Historic Preservation Landmark Commission may subsequently be considered by the Planning and Zoning Commission; and

WHEREAS, the City Council finds that allowing a Planning and Zoning Commissioner to serve as a voting member of the Historic Preservation Landmark Commission may result in duplicative participation in the review process; and

WHEREAS, the City Council further finds it appropriate to clarify that members of the Historic Preservation Landmark Commission shall be residents of the City of Bastrop and that the Planning and Zoning Commission representative shall serve as a non-voting ex officio member; and

WHEREAS, the City Council finds that these amendments serve the public interest and promote good governance.

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

SECTION 1. Amendment.

Chapter 14, Article 14.09, Section 14.09.002(A) of the Code of Ordinances, City of Bastrop, Texas, is hereby amended to read as follows:

Sec. 14.09.002. Historic Preservation Landmark Commission.

A. The Commission shall consist of seven (7) members, **all of whom shall be residents of the City**, to be appointed by the Mayor with approval of the City Council. Every effort shall be made to appoint qualified individuals meeting the following criteria:

1. One (1) shall be an architect, city planner, or representative of a design profession;
2. One (1) shall be a representative elected by the Bastrop County Historical Society;
3. One (1) shall be a licensed real estate professional;
4. One (1) shall be an owner of a historic commercial structure or property;
5. One (1) shall be an owner of a historic residential structure or property;
6. One (1) shall be a member of the Planning and Zoning Commission and shall serve as an **ex officio, non-voting member** of the Historic Preservation Landmark Commission; and
7. One (1) shall be a general resident of the City.

SECTION 2. Savings.

All provisions of the Code of Ordinances not expressly amended by this Ordinance shall remain in full force and effect.

SECTION 3. Severability.

If any section, subsection, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. Codification.

The City Secretary is authorized to codify the amendments adopted by this Ordinance into the Code of Ordinances of the City of Bastrop and to make such non-substantive revisions as are necessary to accomplish codification.

SECTION 5. Repealer.

All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 6. Effective Date.

This Ordinance shall become effective immediately upon its adoption and publication as required by law.

PASSED AND APPROVED on first reading this 28th day of July, 2026.

PASSED, APPROVED, AND ADOPTED on second reading this 11th day of August, 2026.

APPROVED:

***by*: _____**
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

_____
City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.

ARTICLE 14.09 HISTORIC PRESERVATION ORDINANCE

Sec. 14.09.001 Purpose and Intent.

A. The City Council declares that the protection, enhancement, and preservation of sites, landmarks, and districts of historical, architectural, and cultural significance is a matter of public policy and essential to promoting the economic, educational, cultural, and general welfare of the community. The City recognizes that its character is shaped by a unique convergence of time, place, and people, resulting in valuable historic and cultural resources that reflect the heritage and identity of its citizens. This article is enacted to:

1) Protect and enhance the landmarks, which represent distinctive elements of the City's historic, architectural, and cultural heritage;
2) Foster civic pride in the accomplishments of the past;
3) Protect and enhance the City's attractiveness to visitors, thereby supporting and stimulating the economy;
4) Insure the harmonious, orderly, and efficient growth and Development of the City;
5) Promote economic prosperity and welfare of the community by encouraging the most appropriate use of such property within the City;
6) Encourage stabilization, restoration, and improvements of such properties and their values.

Sec. 14.09.002 Historic ~~Preservation~~ Landmark Commission.

A. The Commission shall consist of seven (7) members, residents of the City, to be appointed by the mayor with approval by the City Council as follows; every effort will be made to find professionals **who are residents**, and meet the criteria below:

1) One shall be an architect, city planner, or representative of a design profession;
2) One shall be a representative elected by the Bastrop County Historical Society;
3) One shall be a licensed real estate professional;
4) One shall be an owner of a historic Commercial Structure or property;
5) One shall be an owner of an historic Residential Structure or property;
6) One shall be a member from the Planning & Zoning Commission; **and serve as an ex-offico, non-voting member of this board;**
7) One shall be a general resident of the City.

B. All Historic Preservation Commission members, regardless of background, shall have a known and demonstrated interest, competence, or knowledge in historic Preservation within the City.

C. Historic Preservation Commission members shall serve for a term of 3 years, except for the member who is serving on the Historic Preservation Commission as the Planning & Zoning Commission representative, and that member shall serve for a term that is concurrent with that member's Planning & Zoning Commission term **or as requested by the City Council.**

D. Attendance requirements for the Historic Preservation Commission members are set forth in Section 1.02.002(b) of the Code of Ordinances.

E. The commission shall be empowered to:

1) Approve or disapprove Certificates of Appropriateness, Demolition or Removal of historic Structures, and economic hardship applications.

2) Conduct surveys and maintain an Inventory of significant historic, architectural, and cultural landmarks.

3) Make recommendations to the City Council **and Planning and Zoning Commission** on the designation of historic landmarks, Historic Districts, Contributing and non-Contributing Structures.

4) Make recommendations for properties to the National Register of Historic Places.

5) Increase public awareness of the value of historic, cultural, and architectural Preservation by developing and participating in public education programs.

6) To assist the City Council in the adoption of Design Guidelines for the exteriors of historic landmarks, properties located inside of Historic Districts, and Contributing and non- Contributing Structures, to address architectural and general design elements of Structures, including acceptable materials for Construction; appropriate architectural character, scale, and detail; acceptable appurtenances or additions to new or existing Structures; and acceptable textures and ornamentation.

7) Prepare and submit annually to the City Council a report summarizing the work completed during the previous year.

8) To perform any other functions requested by City Council.

F. The Historic Preservation Commission shall meet at least monthly, if business is at hand. Special meetings may be called at any time by the Chair, or on the written request of any two commission members.

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: July 28, 2026

TITLE:

Consider and act on Resolution No. R-2026-112, ordering a November 3, 2026 Local Option Election for the legal sale of alcoholic beverages within the territory annexed into the City of Bastrop that retained its dry status following the City's 2005 Local Option; and providing for the election to be held as a joint election with Bastrop County.

AGENDA ITEM SUBMITTED BY:

Submitted by: Michael Muscarello, City Secretary, TRMC, CMC, CPM

BACKGROUND/HISTORY:

Following the City's 2005 Local Option Election, several areas were annexed into the City limits. Because these areas retained their previous alcohol sales status under state law, they were not included in the authority granted by the 2005 election.

The Texas Alcoholic Beverage Code requires a separate Local Option Election to change the alcohol sales status of annexed territory. Approval of this resolution will order the election and allow the proposition to be submitted to the qualified voters residing in the affected area.

The attached Resolution provides all the information to conduct the General Election.

- Election must be called before August 17th.
- Early voting by personal appearance:
  October 19th – 23rd 8am - 5pm
  October 24th 7am - 7pm
  October 25th 9am – 3pm
  October 26th – 30th 7am – 7pm
- The canvass is tentatively scheduled for Tuesday, November 10, 2026, at 6:30 p.m. 2026.

FISCAL IMPACT:

The estimated cost for the November 3, 2026 Local Option Election is $36,649.41

RECOMMENDATION:

Staff requests approval.

ATTACHMENTS:

- Resolution No. R-2023-112
- Election Order

RESOLUTION NO. R-2026-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ORDERING A SPECIAL LOCAL OPTION ELECTION TO DETERMINE WHETHER THE LEGAL SALE OF MIXED BEVERAGES BY FOOD AND BEVERAGE CERTIFICATE HOLDERS SHALL BE PERMITTED IN CERTAIN ANNEXED AREAS OF THE CITY; PROVIDING FOR A JOINT ELECTION WITH BASTROP COUNTY; APPOINTING THE EARLY VOTING CLERK; PROVIDING FOR EARLY VOTING, ELECTION DAY VOTING, NOTICE OF ELECTION, AND ELECTION ADMINISTRATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2005, Bastrop County conducted a local option election authorizing the legal sale of mixed beverages by food and beverage certificate holders in portions of Bastrop County; and

WHEREAS, certain territory annexed into the City of Bastrop after the 2005 local option election retained its previous "dry" status because those areas were not included in the election; and

WHEREAS, as a result, the legal status of alcoholic beverage sales is inconsistent within the corporate limits of the City of Bastrop; and

WHEREAS, during the 89th Texas Legislature, House Bill 2885 was enacted, authorizing certain municipalities meeting specified statutory criteria to order a local option election regarding the sale of alcoholic beverages without the requirement of a voter petition; and

WHEREAS, the City of Bastrop meets the statutory qualifications established by House Bill 2885 and is authorized to order this Special Local Option Election; and

WHEREAS, the City Council finds that ordering this election serves the public interest by allowing qualified voters residing in the affected territory to determine whether the legal sale of mixed beverages by food and beverage certificate holders should be authorized; and

WHEREAS, the City of Bastrop, the City of Elgin, and the City of Smithville have coordinated to conduct local option elections on the same uniform election date to promote consistency in the regulation of alcoholic beverage sales throughout Bastrop County.

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

SECTION 1. ORDER OF ELECTION.

Pursuant to the Texas Election Code, the Texas Alcoholic Beverage Code, House Bill 2885 (89th Texas Legislature, Regular Session), and all other applicable laws, a Special

Local Option Election is hereby ordered to be held on Tuesday, November 3, 2026, for the purpose of submitting to the qualified voters residing within the affected territory the following proposition:

PROPOSITION A

"The legal sale of mixed beverages by food and beverage certificate holders only."

SECTION 2. BALLOT.

The official ballot shall be prepared in accordance with the Texas Election Code and the Texas Alcoholic Beverage Code and shall permit voting **FOR** or **AGAINST** the proposition.

SECTION 3. JOINT ELECTION.

The Special Local Option Election shall be conducted as a joint election with Bastrop County and any participating political subdivisions pursuant to a Joint Election Agreement authorized by Chapter 271 of the Texas Election Code. Bastrop County shall administer the election in accordance with the Texas Election Code and shall appoint the election judges, alternate judges, clerks, and other election officials as required by law.

SECTION 4. ELECTION ADMINISTRATION.

Kristin Miles, Bastrop County Elections Administrator, is hereby appointed Early Voting Clerk for this election. The City Secretary is authorized and directed to coordinate with the Bastrop County Elections Administrator, execute all necessary agreements and documents, and perform all acts necessary for the proper conduct of the election in accordance with the Texas Election Code, the Texas Alcoholic Beverage Code, and other applicable law.

SECTION 5. EARLY VOTING.

Early voting by personal appearance shall be conducted in accordance with the Texas Election Code.

The principal early voting location shall be:

Bastrop County Courthouse Annex Building
804 Pecan Street, Lower Level Conference Room
Bastrop, Texas 78602

Branch early voting locations shall include:

- Smithville Recreation Center, 106 Royston Street, Smithville, Texas;
- Bastrop County Cedar Creek Annex, 5785 FM 535, Cedar Creek, Texas; and
- North Bastrop County Community Annex, 704 Bull Run, Elgin, Texas,

or such additional or substitute locations as may be designated by the Bastrop County Elections Administrator in accordance with the Texas Election Code.

Early voting shall be conducted on the following dates and during the following hours:

Date	**Hours**
Monday, October 19, 2026	8:00 a.m. – 5:00 p.m.
Tuesday, October 20, 2026	8:00 a.m. – 5:00 p.m.
Wednesday, October 21, 2026	8:00 a.m. – 5:00 p.m.
Thursday, October 22, 2026	8:00 a.m. – 5:00 p.m.
Friday, October 23, 2026	8:00 a.m. – 5:00 p.m.
Saturday, October 24, 2026	7:00 a.m. – 7:00 p.m.
Sunday, October 25, 2026	9:00 a.m. – 3:00 p.m.
Monday, October 26, 2026	7:00 a.m. – 7:00 p.m.
Tuesday, October 27, 2026	7:00 a.m. – 7:00 p.m.
Wednesday, October 28, 2026	7:00 a.m. – 7:00 p.m.
Thursday, October 29, 2026	7:00 a.m. – 7:00 p.m.
Friday, October 30, 2026	7:00 a.m. – 7:00 p.m.

Applications for Ballot by Mail shall be submitted to:

Kristin Miles
Bastrop County Elections Administrator
804 Pecan Street
Bastrop, Texas 78602
Email: elections@co.bastrop.tx.us
Phone: (512) 581-7160

Applications for Ballot by Mail (ABBMs) and Federal Post Card Applications (FPCAs) must be received no later than the close of business on **Friday, October 23, 2026**, as required by the Texas Election Code.

SECTION 6. ELECTION DAY VOTING.

Election Day voting shall be conducted on **Tuesday, November 3, 2026, between the hours of 7:00 a.m. and 7:00 p.m.** at the polling places designated by the Bastrop County Elections Administrator and published in accordance with the Texas Election Code.

SECTION 7. NOTICE OF ELECTION.

The City Secretary shall provide notice of this election in the manner and within the time prescribed by the Texas Election Code, the Texas Alcoholic Beverage Code, and other applicable law. Election materials shall be prepared in both English and Spanish as required by law.

SECTION 8. CANVASS OF RETURNS.

The City Council shall canvass the returns of the election and declare the official results in accordance with the Texas Election Code. If approved by the voters, the proposition shall become effective upon the completion of the canvass as provided by the Texas Alcoholic Beverage Code.

SECTION 9. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or provision of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution, which shall remain in full force and effect.

SECTION 10. OPEN MEETINGS.

It is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public as required by law and that public notice of the time, place, and purpose of the meeting was given in accordance with Chapter 551, Texas Government Code.

SECTION 11. EFFECTIVE DATE.

This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED this 28th day of July, 2026.

APPROVED:

***by*: _____**
Ishmael Harris, Mayor

ATTEST:

_____

Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

_____

City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.

ORDER OF SPECIAL ELECTION
{ORDEN DE ELECCION ESPECIAL)

An election is hereby ordered to be held on November 3, 2026 in the City of Bastrop for the purpose of considering a local option legalization ballot proposition authorized by Section 501.035 of the Texas Election Code:

"The legal sale of all alcoholic beverages including mixed beverages."

(Por la presente se ordena la celebracion de una eleccion el 3 de noviembre de 2026 en la Ciudad de con el fin de sometera consideracion una propuesta de boleta sobre la legalizacion por opcion local, autorizada por la Seccion 501.035 de/ Codigo Electoral de Texas:

"La venta legal de todas bebidas alcoho/icas incluyendo bebidas mixtas.")

Early Voting Schedule *(Horario De Votacion Adelantado)*

MAIN EARLY VOTING LOCATION *(PRINCIPAL LUGAR DE VOTACION ANTICIPADA)*

- Bastrop Courthouse Annex Bldg., 804 Pecan St., Lower Level, Conference Rm, Bastrop

BRANCH EARLY VOTING LOCATIONS *(SUCURSALES DE VOTACION ANTICIPADA}*

- Smithville Recreation Center, 106 Royston St., Smithville
- Bastrop County Cedar Creek Annex, 5785 FM 535, Cedar Creek
- North Bastrop County Community Annex, 704 Bull Run, Elgin

October 19, 2026– October 30, 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	19 8am – 5pm	20 8am – 5pm	21 8am – 5pm	22 8am – 5pm	23 8am – 5pm	24 7am – 7pm
25 9am – 3pm	26 7am – 7pm	27 7am – 7pm	28 7am – 7pm	29 7am – 7pm	30 7am – 7pm	
		3 ELECTION DAY 7am – 7pm *Voting at Election Day Polling Locations*				

ISSUED THIS THE 28th DAY OF JULY, 2026
(EM/TADA ESTE DIA 28th DE JULIO DE 2026)

_____
Ishmael Harris, Mayor (Alcaldesa)

NOTICE OF THE MAY 3, 2025, SPECIAL LOCAL OPTION ELECTION
AVISO DE LA ELECCIÓN ESPECIAL DE OPCIÓN LOCAL DEL 3 DE MAYO DE 2025

To the registered voters of the City of Bastrop, Texas:
A los votantes registrados de la Ciudad de Bastrop, Texas:

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., November 3rd 2026 for voting in a Special Local Option Election to:
Legalize the sale of all alcoholic beverages including mixed beverages.

Por la presente se notifica que los lugares de votacion que se enumeran a continuacion estaran abiertos de 7:00 a.m. a 7:00 p.m., el 3 de Novembre de 2026 para votar en una Eleccion de Opcion Local Especial para:
Legalizar la venta de todas las bebidas alcohoIicas, incluidas las bebidas mezcladas.

Election Day Countywide Polling Places allows voters to vote at any of the open polling places.
Los Lugares de Votacion del Dia de las Elecciones en todo el Condado permiten a los votantes votar en cualquiera de los lugares de votacion abiertos.

- Bastrop Courthouse Annex Bldg., 804 Pecan St., Lower Level, Conference Rm, Bastrop
- Smithville Recreation Center, 106 Royston St., Smithville
- Bastrop County Cedar Creek Annex, 5785 FM 535, Cedar Creek
- North Bastrop County Community Annex, 704 Bull Run, Elgin

Proposition on the Ballot:
Proposicion en la boleta electoral:

Special Local Option Election Eleccion de Opcion Local Especial

PROPOSITION A PROPOSIClON A
The legal sale of all alcoholic beverages including mixed beverages
La venta legal de todas las bebidas alcoho1icas, incluidas las bebidas mczcladas

During early voting, a voter may vote at the location listed below:
Durante la votacion anticipada, un votante puede votar en el lugar que se indica a continuacion:

October 19, 2026– October 30, 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	19 8am – 5pm	20 8am – 5pm	21 8am – 5pm	22 8am – 5pm	23 8am – 5pm	24 7am – 7pm
25 9am – 3pm	26 7am – 7pm	27 7am – 7pm	28 7am – 7pm	29 7am – 7pm	30 7am – 7pm	
		3 ELECTION DAY 7am – 7pm *Voting at Election Day Polling Locations*				

Applications for ballot by mail shall be mailed to:
Las solicitudes de votacion por correo se enviaran a:

Kristin Miles, Bastrop County Elections Administrator
(Administrador de Elecciones de Condado de Bastrop)
804 Pecan Street/ Bastrop, Texas 78602
elections@co.bastrop.tx.us
www.bastropvotes.org
512-581-7160

Applications for ballots by mail (ABBMs) must be received no later than the close of business on October 23, 2026.
Las solicitudes de boleta por correo (ABBM) deberán recibirse a más tardar al cierre de actividades del 23 de octubre de 2026.

ISSUED THIS THE 28th DAY OF JULY, 2026
(EM/TADA ESTE DIA 28th DE JULIO DE 2026)

_____

Ishmael Harris, Mayor (Alcaldesa)

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: July 28, 2026

TITLE:

Consider and act to approve Resolution No. R-2026-111 amending the City Council Rules of Procedure for the City Council and Boards & Commissions to keep up with new guidelines for public comment.

AGENDA ITEM SUBMITTED BY:

Submitted by: Michael Muscarello, TRMC, CMC, CPM

BACKGROUND/HISTORY:

The City Council adopted the current Rules of Procedure for the City Council and Boards & Commissions to establish consistent procedures governing meetings, public participation, and decorum.

Subsequent to the adoption of the Rules of Procedure, the United States Court of Appeals for the Fifth Circuit issued its decision in Merriott v. City of Bossier City, No. 25-30325 (5th Cir. June 25, 2026). The Fifth Circuit held that certain public comment decorum provisions prohibiting "personal," "impertinent," and "slanderous" remarks are facially unconstitutional under the First and Fourteenth Amendments because they regulate speech based on its content.

The City Attorney has reviewed the Rules of Procedure and recommends amending several provisions to ensure compliance with the Court's ruling while preserving the City's ability to maintain order and conduct efficient public meetings.

The proposed amendments primarily affect provisions governing public comment and speaker decorum. The revisions remove language identified by the Fifth Circuit as constitutionally problematic and instead focus on regulating conduct that disrupts the orderly conduct of a meeting. The amendments continue to authorize the presiding officer to maintain decorum and address disruptive behavior consistent with applicable federal and state law.

A redline version of the proposed amendments is attached as Attachment A for the Council's review.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the proposed amendments to the Rules of Procedure for the City Council and Boards & Commissions to ensure compliance with the recent Fifth Circuit decision and to reduce the City's potential legal exposure while preserving orderly public meetings.

ATTACHMENTS:

1. Proposed Resolution
2. Redline of Proposed Amendments to the Rules of Procedure

RESOLUTION NO. R-2026-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ADOPTING AMENDMENTS TO THE RULES OF PROCEDURE FOR THE CITY COUNCIL AND BOARDS AND COMMISSIONS TO ENSURE COMPLIANCE WITH APPLICABLE FEDERAL LAW; PROVIDING FOR FINDINGS; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City Council of the City of Bastrop has adopted Rules of Procedure for the City Council and Boards and Commissions to establish consistent procedures governing meetings, public participation, parliamentary procedure, and decorum; and

WHEREAS, on June 25, 2026, the City Council adopted the current Rules of Procedure for the City Council and Boards and Commissions; and

WHEREAS, subsequent to the adoption of the Rules of Procedure, the United States Court of Appeals for the Fifth Circuit issued its opinion in *Merriott v. City of Bossier City*, No. 25-30325 (5th Cir. June 25, 2026), holding that public comment decorum provisions prohibiting "personal," "impertinent," and "slanderous" remarks are facially unconstitutional under the First and Fourteenth Amendments because they regulate speech based upon its content; and

WHEREAS, the decisions of the United States Court of Appeals for the Fifth Circuit are binding upon municipalities within the State of Texas; and

WHEREAS, the City Attorney has reviewed the City's Rules of Procedure and recommended amendments to ensure compliance with the Court's decision while preserving the City's authority to maintain order, protect public safety, and conduct efficient and orderly public meetings; and

WHEREAS, the proposed amendments revise the public comment and meeting decorum provisions by removing language identified by the Fifth Circuit as constitutionally impermissible and replacing it with content-neutral standards that regulate disruptive conduct rather than the viewpoint or content of a speaker's remarks; and

WHEREAS, the City Council finds that adoption of the amended Rules of Procedure is necessary to ensure compliance with applicable law while continuing to provide for orderly, fair, and effective public meetings.

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

Section 1. Findings.

The recitals set forth above are hereby found to be true and correct and are incorporated herein for all purposes as findings of the City Council.

Section 2. Adoption of Amendments.

The City Council hereby approves and adopts the amendments to the Rules of Procedure for the City Council and Boards and Commissions, substantially in the form attached hereto as Attachment A, which is incorporated herein by reference.

Section 3. Supersession.

The amended Rules of Procedure shall supersede the Rules of Procedure adopted on June 25, 2026, only to the extent of the amendments approved by this Resolution. All remaining provisions not amended shall remain in full force and effect.

Section 4. Administration.

The City Secretary is directed to incorporate the approved amendments into the official Rules of Procedure for the City Council and Boards and Commissions and to distribute the updated Rules to all Council Members, Board and Commission members, and appropriate City staff.

Section 5. Severability.

If any section, subsection, sentence, clause, phrase, or provision of this Resolution or the Rules of Procedure adopted hereby is held to be invalid or unconstitutional by a court of competent jurisdiction, such determination shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

Section 6. Effective Date.

This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 28th day of July, 2026.

APPROVED:

***by*:** _____
Ishmael Harris, Mayor

ATTEST:

_____

Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

_____

City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.

ATTACHMENT A

Proposed Amendments to the Rules of Procedure — Redline (Tracked Changes)

Article 3, Section 3.9: Courtesy, Decorum, and Order

Paragraph 1 (Request to Speak).

Before a Council Member, staff member, or an audience member may speak on open session agenda items, they must first be recognized by the mayor. Upon recognition, the person requesting to speak shall hold the floor and shall make their point clearly and succinctly. Public comments must be kept relevant to agenda items or other matters over which the city council has jurisdiction. The mayor shall rule on the relevance of comments. ~~Persons making irrelevant, impertinent, overly redundant or slanderous remarks may be barred by the mayor from further comment before the Council during the meeting.~~ The presiding officer may direct a speaker to cease when the speaker exceeds the applicable time limit, addresses matters outside the city council's jurisdiction after being redirected, or engages in conduct that actually disrupts the orderly conduct of the meeting. Audience members may criticize the city council, including criticism of any act, omission, policy, procedure, program, or service. ~~The mayor has the right to cut a speaker off if the discussion becomes too personal to an individual, loud, crude, irrelevant, impertinent, redundant, or slanderous.~~Such criticism is not, by itself, a basis to bar or interrupt a speaker.

Paragraph 3 (Improper References Prohibited).

Every person desiring to speak shall address the entire Council and shall not single out a member of the Council, the audience or a staff member. Speakers shall confine themselves to the question under debate~~, avoiding all personal attacks and indecorous language~~.

Article 5, Section 5.3: Rules Governing Citizen Comments

Paragraph 8.

Proper respect, decorum, and conduct shall prevail at all times. ~~Impertinent, slanderous, or personal attacks are strictly prohibited, and violators may be removed from the Council Chambers.~~A speaker shall not engage in conduct that actually disrupts or prevents the orderly conduct of the meeting, such as continuing to speak after the allotted time has expired, speaking without recognition, or making genuine threats. After a warning from the presiding officer, a speaker who persists in such conduct may be directed to conclude and, if necessary, removed from the Council Chambers. Criticism of the City Council, its members, staff, or the City's acts, omissions, policies, procedures, programs, or services is not, by itself, a basis for interruption or removal.

Paragraph 11.

~~Arguing loudly or forcefully, efforts at intimidation of speakers or attendees, or other disruptive behavior is prohibited. Civil discussion and/or debate are acceptable on items specifically listed on the agenda.~~Conduct that actually disrupts the meeting, efforts to intimidate speakers or attendees, or refusal to comply with the presiding officer's lawful directions is prohibited. Civil discussion and debate on agenda items are encouraged.

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: July 28, 2026

TITLE:

Consider and act on Resolution No. R-2026-116 to support the submission of public art to be installed in the form of a mural at the underpass locate on Highway 71 and College Street.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

Council approved Resolution 2025-158 to create the South End District on 09/23/2025. One of the important facets has been the installation of art along side the barren highway walls that are within the districts boundaries of Hwy 95, Water Street, Chestnut, and Gutierrez. The underpass specifically located at Hwy 71 and College street is the start of the art installations depicting the history of the district to include the freedom colonies to modern day history.

The Texas Department of Transportation (TXDOT) requires a resolution by the local government in support of the art project. Support of the resolution does not mean the art will be approved. It must still go thru stringent standards and review at TXDOT.

The proposed art installation begins with the overall map of the 13 freedom colonies in Bastrop County on the large embankment and moves through history. Historical figures must be in abstract. The remaining areas will continue to tell the South End story until the underpass at reaching Ferry Park.



FISCAL IMPACT:

None currently, however, there will be an eventual call for artists to complete the work.

RECOMMENDATION:

Approve the resolution in support of the artwork project.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. R-2026-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, EXPRESSING SUPPORT FOR THE SUBMISSION OF A PUBLIC ART PROJECT TO THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE INSTALLATION OF A MURAL AT THE HIGHWAY 71 AND COLLEGE STREET UNDERPASS; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS RELATED TO THE SUBMISSION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop adopted Resolution No. R-2025-158 on September 23, 2025, establishing the South End District to preserve, celebrate, and promote the history, culture, and identity of the area; and

WHEREAS, one of the goals of the South End District is to enhance the public realm through the installation of public art that reflects the history and cultural significance of the district; and

WHEREAS, the proposed public art project consists of a mural installation at the Highway 71 and College Street underpass that will depict the historical narrative of the South End District, beginning with a map of the thirteen Freedom Colonies located in Bastrop County and continuing through the area's history to the present day; and

WHEREAS, the proposed artwork is intended to recognize the historical significance of the South End District while complying with the artistic and design standards established by the Texas Department of Transportation (TxDOT), including the use of abstract representations of historical figures where applicable; and

WHEREAS, TxDOT requires a resolution of support from the governing body of the local jurisdiction before considering an application for public art to be installed within a state highway right-of-way; and

WHEREAS, adoption of this Resolution signifies the City's support for submission of the proposed public art project and does not constitute or imply approval of the project by TxDOT, which remains subject to TxDOT's review, evaluation, and approval processes.

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

Section 1. The recitals contained in this Resolution are hereby found to be true and correct and are incorporated herein for all purposes.

Section 2. The City Council hereby expresses its support for the submission of the proposed public art mural project to TxDOT for installation at thew Highway 71 and College Street underpass within the City of Bastrop.

Section 3. The City Manager, or her designee, is hereby authorized to execute and submit any applications, certifications, acknowledgments, or other documents required by TxDOT in connection with the proposed public art project.

Section 4. Adoption of this Resolution does not obligate the City to install the artwork, nor does it constitute approval of the artwork by TxDOT. The proposed project remains subject to all applicable TxDOT review, permitting, and approval requirements.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED this 28th day of July, 2026.

APPROVED:

***by*: _____**
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

_____
City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: July 28, 2026

TITLE:

Consider and act to approve Resolution No. R-2026-114, awarding a contract, attached as Exhibit A, for the installation of holiday lighting to Decor IQ in the amount of Two Hundred Thirteen Thousand Two Hundred Forty-Two and 22/100 Dollars ($213,242.22) authorizing the City Manager to execute all necessary documents.

AGENDA ITEM SUBMITTED BY:

Jason Alfaro, Director of Parks and Recreation

BACKGROUND/HISTORY:

2017 was the first year in which improvements were made to the holiday lighting. The feedback received was greatly positive. This year should be no different. The proposal includes lighting downtown, City Hall, Convention Center, Fire Station, Loop 150 and SH21 East, and Library, as well as in Fisherman's Park, at a cost of $213,242.22. The proposal has all the community favorites for the River of Lights event such as the walk-through ornaments, beautifully lit trees, a branded photo frame, a large, decorated holiday tree, the shooting star arch, a Red and White Tunnel, and additional colored lighting along the walk and more.

FISCAL IMPACT:

$213,242.22 - Funding budgeted for FY 2027-funds will not be released until October 2026 in the FY26/27 budget.

RECOMMENDATION:

Consider and act to approve Resolution No. R-2026-114, awarding a contract, attached as Exhibit A, for the installation of holiday lighting to Decor IQ in the amount of Two Hundred Thirteen Thousand Two Hundred Forty-Two and 22/100 Dollars ($213,242.22) authorizing the City Manager to execute all necessary documents.

ATTACHMENTS:

1. Resolution
2. Holiday Light Proposal / Contract

RESOLUTION NO. R-2026-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, AWARDING A CONTRACT, ATTACHED, AS EXHIBIT A, FOR THE INSTALLATION OF HOLIDAY LIGHTING TO DÉCOR IQ, IN THE AMOUNT OF TWO HUNDRED THIRTEEN THOUSAND TWO HUNDRED FORTY-TWO AND 22/100 DOLLARS ($213,242.22) AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop ("City") has APPOINTED THE City Manager as the Chief Administrative Officer of the City; and

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

WHEREAS, the City Council has the vision to improve Bastrop's Unique Environment through enhancing program programming to a four diamond, AAA standard Christmas; and

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

Section 1: That the City Manager is hereby authorized to execute a contract for the installation of Holiday Lighting in Fisherman's Park, several city buildings and on Main Street with Décor IQ in the amount of Two Hundred Thirteen Thousand Two Hundred Forty-Two and 22/100 Dollars ($213,242.22) which is attached as Exhibit A.

Section 2: That the City Council of the City of Bastrop has found Decor IQ, to be a subject matter expert in the field of holiday lighting.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 28th day of July 2026.

APPROVED:

_____
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

DECOR IQ™
Holiday & Event Services

City of Bastrop Texas - Holiday Decor 2026 (Year 2/3)

City of Bastrop, TX
1311 Chestnut Street
Bastrop, TX 78602
US

Jason Alfaro
Director of Parks & Recreation
jalfaro@cityofbastrop.org
+15123328825

Reference: 20260320-123824229
Quote created: March 20, 2026
Quote expires: July 31, 2026

Quote created by: Hailey
Account Executive
hweidenfeller@decoriq.com
+12109125052

Comments from Hailey

Please note the following exclusions to the listed pricing:
Aerial Lifts or Rigging
Electrical Infrastructure
Shipping
Local Permitting

Thank you so much for the opportunity!

Products & Services

Item & Description	Image	SKU	Quantity	Unit Price	Total
Fishermans Park Decor Installation and Removal of Lighted Garland on (2) Overlooks on the Fishermans Park Riverwalk		02 Holiday Lights - Lease - Installation/Removal	1	$1,090.15	$1,090.15

Item & Description	Image	SKU	Quantity	Unit Price	
Fishermans Park Decor Installation and Removal of Logo Photo Frame in Fishermans Park		02 Holiday Lights - Lease - Installation/Removal	1	$4,179.79	$4,179.79
Fishermans Park Decor Installation and Removal of 24ft Artificial Branch Christmas Tree in Fishermans Par		02 Holiday Lights - Lease - Installation/Removal	1	$13,117.50	$13,117.50
Fishermans Park Decor 24ft Tree Refurb - Option C Traditional Tidings Decor Package		02 Holiday Lights - Lease - Installation/Removal	1	$9,113.68	$9,113.68
Fishermans Park Decor Installation and Removal of 3 Walk Through Shooting Arch in Fishermans Park		02 Holiday Lights - Lease - Installation/Removal	1	$4,701.15	$4,701.15
Fishermans Park Decor Installation and Removal of 11.48High x 19ft Wide Shooting Star		02 Holiday Lights - Lease - Installation/Removal	1	$14,056.64	$14,056.64
Fishermans Park Decor Installation and Removal of Walk Through Ornament in Fishermans Park		02 Holiday Lights - Lease - Installation/Removal	1	$14,056.64	$14,056.64
Fishermans Park Decor Installation and Removal of Walk-Thru Snowflake Arch		02 Holiday Lights - Lease - Installation/Removal	1	$8,738.77	$8,738.77
Fishermans Park Decor Installation and Removal of 4ft Regal Snowflakes		02 Holiday Lights - Lease - Installation/Removal	1	$1,050.76	$1,050.76

Item & Description	Image	SKU	Quantity	Unit Price	
Fishermans Park Decor Installation and Removal of 6.5ft Regal Snowflakes		02 Holiday Lights - Lease - Installation/Removal	1	$2,166.16	$2,166.16
Fishermans Park Decor Installation and Removal of 10ft Regal Snowflakes		02 Holiday Lights - Lease - Installation/Removal	1	$4,293.02	$4,293.02
Fishermans Park Decor Installation and Removal of 50FT LED Walk-Thru Tunnel, Red and Warm White Alternating - Static		02 Holiday Lights - Lease - Installation/Removal	1	$18,079.18	$18,079.18
Fishermans Park Decor Installation and Removal of (45) Grapevine lights 24 inch		02 Holiday Lights - Lease - Installation/Removal	1	$6,141.38	$6,141.38
Fishermans Park Decor Installation and Removal of (30) Grapevine lights 12 inch		02 Holiday Lights - Lease - Installation/Removal	1	$5,711.58	$5,711.58
Fishermans Park Decor Installation and Removal of (60) RGB Small LED PAR Light		02 Holiday Lights - Lease - Installation/Removal	1	$14,476.57	$14,476.57
Chestnut Street Bridge Lighting Installation and Removal of Warm White 5mm lights wrapped on (10) Crape Myrtles on East Side of Chestnut Street Bridge (52,000 lights)		02 Holiday Lights - Lease - Installation/Removal	1	$9,972.00	$9,972.00
Chestnut Street Bridge Lighting Installation and Removal of Warm White 5mm lights wrapped on (1) Crape Myrtle and (1) Oak in Front of Utility Office (4,000 lights)		02 Holiday Lights - Lease - Installation/Removal	1	$807.08	$807.08

Item & Description	Image	SKU	Quantity	Unit Price	
Chestnut Street Bridge Lighting Installation and Removal of Warm White 5mm lights wrapped on (3) Trees on West Side of Chestnut Street Bridge (15,000 lights)		02 Holiday Lights - Lease - Installation/Removal	1	$3,026.535	$3,026.54
Downtown Bastrop Lighting Installation and Removal of Warm White 5mm LED Lights in Trunk and Canopy of Trees in (13) Trees in Downtown Bastrop		02 Holiday Lights - Lease - Installation/Removal	1	$25,806.28	$25,806.28
Fishermans Park Lighting Installation and Removal of Warm White 5mm LED Lights wrapped to 15ft height on (7) Pecan Tree Trunks in Fishermans Park		02 Holiday Lights - Lease - Installation/Removal	1	$2,219.46	$2,219.46
Fishermans Park Lighting Installation and Removal of Warm White 5mm LED Lights Over Walkway (850 feet) in Fishermans Park		02 Holiday Lights - Lease - Installation/Removal	1	$504.42	$504.42
Fishermans Park Lighting Installation and Removal of Warm White 5mm LED Lights wrapped to 15ft height on (65) Fishermans Park Riverwalk Trees (110,000 Lights)		02 Holiday Lights - Lease - Installation/Removal	1	$22,194.61	$22,194.61
Fishermans Park Lighting Installation and Removal of Warm White Twinkle 5mm LED Lights draped from tree Canopies of (25) Fishermans Park Riverwalk Trees		02 Holiday Lights - Lease - Installation/Removal	1	$5,649.54	$5,649.54
Fishermans Park Lighting Installation and Removal of Red and White LED Mini Lights for (41) Light Poles in Fishermans Park		02 Holiday Lights - Lease - Installation/Removal	1	$1,158.16	$1,158.16
Fishermans Park Lighting Installation and Removal of 200ft Warm White 5mm LED Lights From Wilson to Boat Ramp Lot Entrance on Farm Street		02 Holiday Lights - Lease - Installation/Removal	1	$740.25	$740.25

Item & Description	Image	SKU	Quantity	Unit Price	
Loop 150 Tree Lighting Installation and Removal of 5mm Warm White Lights on Trunks and Canopy lights with Twinkle every 5th bulb on Loop 150 Trees		02 Holiday Lights - Lease - Installation/Removal	1	$4,978.00	$4,978.00
City Hall Lighting Installation and Removal of Warm White C9 lights on Roofllne at Bastrop City Hall (1,000 feet)		02 Holiday Lights - Lease - Installation/Removal	1	$3,701.26	$3,701.26
Convention Center Lighting Installation and Removal of Warm White C9 LED Lights on Roofline at Bastrop Convention Center (1,000 feet)		02 Holiday Lights - Lease - Installation/Removal	1	$3,701.26	$3,701.26
Library Lighting Installation and Removal of Warm White C9 LED Lights on Roofline at Bastrop Library (780 feet)		02 Holiday Lights - Lease - Installation/Removal	1	$2,886.99	$2,886.99
Fire Department Lighting Installation and Removal of Warm White C9 LED Lights on Roofline at Bastrop Fire Department (350 feet)		02 Holiday Lights - Lease - Installation/Removal	1	$1,295.44	$1,295.44
Utility Office Building Lighting Installation and Removal of Warm White C9 LED Lights on Roofline at Bastrop Utility Office Building (400 feet)		02 Holiday Lights - Lease - Installation/Removal	1	$2,147.96	$2,147.96
Police Department Building Lighting Installation and Removal of Warm White C9 LED Lights on Roofline at Bastrop Police Department Building (400 feet)		02 Holiday Lights - Lease - Installation/Removal	1	$1,480.00	$1,480.00
		One-time subtotal			$213,242.22
			Total		**$213,242.22**

Terms & Agreement

Year 2/3 Year Lease
Click to Review the Client Agreement

By signing this quote/proposal, client agrees that they have read & reviewed our client "purchase, lease, & services agreement," linked above, and further approves & agrees to the terms outlined.

***A Note About Tariffs**
In light of the recent tariffs imposed by the U.S. government, all sales quotes provided are subject to adjustments based on applicable tariffs and trade regulations. If any portion of the quoted price is affected by changes in tariffs or import/export duties incurred between the date of this quote and the date of delivery, we reserve the right to modify the pricing accordingly.

Customers will be promptly notified of any necessary adjustments, and any increase in costs due to tariffs may be reflected in the final invoice. The tariffs situation is evolving & we are monitoring it closely. As always, we remain committed to providing competitive pricing while maintaining the highest quality standards.

Signature
Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Jason Alfaro
jalfaro@cityofbastrop.org

[sig|req|signer1]

Payment Schedule

Name	Due	Amount
Payment 1	Upon receipt/deposit	$106,621.11
Payment 2	Upon Install	$106,621.11

Questions? Contact me



Hailey Weidenfeller
Account Executive
hweidenfeller@decoriq.com
+12109125052

Decor IQ
1310 W. Laurel St
San Antonio, TX 78201
United States

CITY OF BASTROP
STANDARD CONTRACT FOR GENERAL SERVICES
Over $50K
(8-16-2021)

This General Services Contract ("Contract") is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the "City"), and **Décor IQ** acting by **Hailey Weidenfeller** (the "Engineer/Contractor"), and together with the City jointly referred to as the "Parties," for the following work described on the Scope of Services, Exhibit A-2, attached and incorporated herein to this Contract (the "Work" or "Project" or "City of Bastrop Holiday Lighting Installation.").

I. General Information and Terms.

Engineer's/Contractor's Name and Address:	Décor IQ 1310 West Laurel Street San Antonio, Texas 78201 Attn: Hailey Weidenfeller
General Description of Services:	Christmas Lights
Maximum Contract Amount:	$212,242.22
Effective Date:	On the latest of the dates signed by both parties.
Termination Date:	See II.D.

Contract Parts: This Contract consists of the following parts:

I. General Information and Terms
II. Standard Contractual Provisions
III. Additional Terms or Conditions
IV. Additional Contract Documents
V. Signatures

II. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the professional engineering services ("Services") described in the Scope of Services, Exhibit A-2 attached and incorporated herein to this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the Services provided at intervals of at least 30 days from receipt of Contractor's invoices, except for the final billing. The City will pay the Contractor within 30 days from receipt of Contractor's invoices for the Services provided for in this Contract with current revenues available to the City, but all of the City's payments to

the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City shall have the right to withhold payment, or any part thereof, of any of invoice presented by Contractor until resolution providing reasonable verification of the correctness thereof is reached. The City shall notify the Contractor, in writing, of the disputed amount within thirty (30) days. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Texas Tax Code Section 151.309 and Title 3) and federal excise tax (Internal Revenue Code Subtitle D). Accordingly, those taxes may not be added to any bill.

C. Executed Contract. The "Notice to Proceed" will not be given nor shall any Services commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to this Contract.

D. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

(a) On the termination date, if any, specified in the General Information in Part I, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or

(b) If there is no termination date specified in the General Information in Part I, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City Manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five (5) business days prior to the termination date, but the City will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination. The City may terminate the Contract anytime if the City does not have available funds pursuant to Texas Government Code Chapter 2251.

(3) If the City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution).

E. Delays. Contractor shall have no damages for delay or hindrance. In the event of delay or hindrance that is not the fault of Contractor, an extension of time shall be the Contractor's sole remedy.

F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the Services described in the Scope of Services, Exhibit A-2, attached and incorporated herein. The City will not control the manner or the means of the

Contractor's performance but shall be entitled to work product as detailed in the Exhibit A-2. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

G. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

H. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

I. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Bastrop County, Texas.

J. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

K. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, then before bringing any legal action, the parties agree to try in good faith, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

L. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW,THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COST IN PROPORTION OF CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT,

ERROR, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR ANYONE WHOM THE CONTRACTOR IS LEGALLY LIABLE FOR UNDER THIS CONTRACT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES WHETHER UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, ENHANCED, TREBLE (OR STATUTORY EQUIVALENT), OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK OR SERVICES PERFORMED OR TO BE PERFORMED HEREUNDER.

N. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, OR ALLEGED TO BE CAUSED BY, THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS..

O. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

P. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

Q. Documents and Data, Licensing of Intellectual Property, and Copyright. All Work progress and final documents and data produced by Contractor during the term of the Contract shall be and remain the property of the City. For purposes of this Contract, the term "Documents and Data" include any original work (the Work), reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the City in the performance of this Contract. It also includes any medium in which the Documents and Data are kept, including digitally, magnetically, or electronically. This Contract creates at no cost to the City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a "work made for hire" as defined by federal copyright law. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

R. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

S. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed $50,000, are subject to the requirements of Texas Government Code Section 2252.908. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission), attached, and incorporated herein as Exhibit A-1, that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

(b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

T. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

U. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Texas Government Code Section 2270.002, (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

(1) are between the City and a company with ten (10) or more full-time employees; and

(2) have a value of $100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

III. Additional Terms or Conditions.

Insurance

At all times this Agreement is in effect, Contractor shall maintain insurance of the types and amounts as those required in Exhibit B-1. All of Contractor's insurance policies in any way relating to the Work, whether or not required by this Agreement and regardless of the enforceability or validity of any of the indemnities or other assumptions of liability by Contractor, shall, to the full coverage limits of all such policies without any limitations based on the minimum requirements set forth above: (a) other than the worker's compensation insurance, name City Group as additional insureds on a broad form basis with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (i) "ongoing operations," (ii) coverage for vicarious liability, or (iii) circumstances in which the named insured is partially negligent; (b) provide for waiver of all rights of subrogation against City and the other members of City Group; and (c) be primary and noncontributory as to all other policies (including any deductibles or self-insured retentions) and self-insurance that may provide coverage to any member of City Group, and shall be fully applied and exhausted before application of any applicable indemnity obligations of City or of any applicable insurance coverage provided by City or any other member of City Group.

A. Audit

Contractor and the Contractor's affiliates, subsidiaries, subcontractors, consultants, agents, and any other person associated with Contractor shall keep full and accurate books and records with respect to all Work performed, all payments and all expenditures in connection with this Agreement. The records to be maintained and retained by Contractor shall include, without limitation: (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other Third Parties' charges, including, but not limited to, Equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The City shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes).

B. Reports of Incidents

Within twenty-four (24) hours upon occurrence, Contractor shall provide in writing to the City notice and details of any accidents or occurrences resulting in injuries to persons, property, or pollution arising in any way arising out of or related to the Work whether done by Contractor or any subcontractor of Contractor or any other member of Contractor Group performing Work pursuant to this Contract. Contractor shall provide notice, in writing, within twenty-four (24) hours of any claim, demand, or suit that may be presented to or served upon it arising out of or as a result of Work.

IV. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

- EXHIBIT A-1: Certificate of Interested Parties (1295 Form)
- EXHIBIT A-2 Scope of Work
- EXHIBIT A-3 House Bill 89 Verification
- EXHIBIT B-1 Requirements for General Services Contract

V. Signatures.

Décor IQ	**CITY OF BASTROP**
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT A-1

Certificate of Interested Persons with Certification of Filing
(Form 1295)

(*See Attached*)

EXHIBIT A-2

Scope of Services **dated 03/20/2026**

(*See Attached*)

EXHIBIT A-3

House Bill 89 Verification

(*See Attached*)

EXHIBIT B-1
REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City, including any delay periods. If the Project is not finalized and the insurance expires, Contractor is obligated to extend the insurance coverage. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bastrop accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

A. The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**

B. A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**

C. All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.

D. All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**

F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.

G. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.

J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.

K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.

L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.

M. Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.

N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

City of Bastrop
Parks & Recreation Department
1311 Chestnut Street
Bastrop, TX 78602

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.
Coverages Required & Limits (Figures Denote Minimums)

_X_ Workers' Compensation Statutory limits, State of TX.
_X_ Employers' Liability $500,000 per employee per disease / $500,000 per employee per accident / $500,000 by disease aggregate

_X__ Commercial General Liability:

	__ Very High/High Risk	**_X_ Medium Risk**	**___ Low Risk**
Each Occurrence	$1,000,000	$500,000	$300,000
Fire Damage	$300,000	$100,000	$100,000
Personal & ADV Injury	$1,000,000	$1,000,000	$600,000
General Aggregate	$2,000,000	$1,000,000	$600,000
Products/Compl Op	$2,000,000	$500,000	$300,000
XCU	$2,000,000	$500,000	$300,000

_X__ Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

__Very High/ High Risk	**_X_ Medium Risk**	**___ Low Risk**
Combined Single Limits	Combined Single Limits	Combined Single Limits
$1,000,000 Bodily	$500,000 Bodily	$300,000 Bodily

___ Garage Liability for BI & PD
$1,000,000 each accident for Auto, $1,000,000 each accident Non-Auto
$2,000,000 General Aggregate

___Garage Keepers Coverage (for Auto Body & Repair Shops)
$500,000 any one unit/any loss and $200,000 for contents

___ Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:
Contract value less than $1,000,000: **not required**
Contract value between $1,000,000 and $5,000,000: **$4,000,000 is required**
Contract value between $5,000,000 and $10,000,000: **$9,000,000 is required**
Contract value between $10,000,000 and $15,000,000: **$15,000,000 is required**
Contract value above $15,000,000: **$20,000,000 is required**
Excess coverage over $10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

X_ Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.
Minimum limits of $1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

___ Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Sugar Land) Limit is 100% of insurable value, replacement cost basis

___ Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land)
$1,000,000 each occurrence
$2,000,000 aggregate

___ Other Insurance Required: _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.

STAFF REPORT

MEETING DATE: July 28, 2026

TITLE:

Consider and act on Resolution no. 2026-115 amending the agreement between the City of Bastrop and the Bastrop Economic Development Corporation (BEDC) by extending the time of the agreement for twenty-four months, allowing commercial use in the interim, and payment of rents collected paid to the BEDC.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, and Interim BEDC Director

BACKGROUND/HISTORY:

On February 10, 2026, the city and the BEDC entered into a funding agreement whereby the BEDC purchased 804 Water, and it was titled to the City of Bastrop, for the future use of a parking garage.

To date, the City has been unable to acquire the adjoining parcels, and thus, in order to continue utilizing the property as commercial property, the agreement must be amended.

The amendment extends the timeline to commence construction for 24 months and authorizes the use as a commercial property. Further, during such time as the property is leased by the city, rents collected are paid to the BEDC in consideration of the time extension.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve the resolution as submitted.

ATTACHMENTS:

1. Resolution
2. Amended agreement
3. Original funding agreement

RESOLUTION NO. R-2026-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE FIRST AMENDMENT TO THE PURCHASE FUNDING AGREEMENT BETWEEN THE CITY OF BASTROP AND THE BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC) FOR THE PROPERTY LOCATED AT 804 WATER STREET; EXTENDING THE DEVELOPMENT TIMELINE; AUTHORIZING INTERIM COMMERCIAL USE OF THE PROPERTY; PROVIDING FOR THE REMITTANCE OF LEASE REVENUES TO THE BEDC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDED AGREEMENT; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas (the "City"), is a home-rule municipality operating under the Constitution and laws of the State of Texas; and

WHEREAS, the Bastrop Economic Development Corporation ("BEDC") is a public instrumentality and nonprofit industrial development corporation created pursuant to Chapters 501 and 505 of the Texas Local Government Code, as amended; and

WHEREAS, on February 10, 2026, the City and the BEDC entered into a Purchase Funding Agreement whereby the BEDC funded the acquisition of the property located at 804 Water Street (the "Property"), which was titled in the name of the City for the future development of a public parking garage with associated retail space (the "Project"); and

WHEREAS, the Project anticipated the acquisition of additional adjoining properties necessary for construction of the parking garage; and

WHEREAS, the City and the BEDC have been unable to acquire the additional properties necessary to proceed with the Project as originally contemplated; and

WHEREAS, the City and the BEDC desire to amend the Purchase Funding Agreement to extend the timeline for commencement of construction by twenty-four (24) months, authorize the interim commercial leasing and use of the Property, and provide that rental revenues collected

during the interim period be remitted to the BEDC in consideration of the extension; and

WHEREAS, the City Council finds that approval of the First Amendment to the Purchase Funding Agreement is in the best interests of the City and the public, allowing the Property to remain productive while preserving the long-term intent of developing the Project.

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

SECTION 1. The City Council hereby finds that the recitals set forth above are true and correct and are incorporated herein as if fully set forth.

SECTION 2. The City Council hereby approves the First Amendment to the Purchase Funding Agreement between the City of Bastrop and the Bastrop Economic Development Corporation, substantially in the form presented, which:

a) Extends the deadline for commencement of construction of the Project by an additional twenty-four (24) months;
b) Authorizes the interim commercial leasing and use of the Property located at 804 Water Street until such time as construction of the Project commences or the Property is otherwise disposed of in accordance with the Amended Agreement; and
c) Provides that any rental revenues received by the City from the interim leasing of the Property shall be remitted to the BEDC in accordance with the terms of the Amended Agreement.

SECTION 3. The City Manager is hereby authorized to execute the First Amendment to the Purchase Funding Agreement and any related documents necessary to carry out the intent of this Resolution.

SECTION 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 28th day of July, 2026.

CITY OF BASTROP, TEXAS

APPROVED:

***by*: _____**
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

_____
City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.

FIRST AMENDMENT TO
804 WATER STREET PURCHASE FUNDING AGREEMENT

STATE OF TEXAS §

COUNTY OF BASTROP §

This First Amendment to 804 Water Street Purchase Funding Agreement (this "First Amendment") is entered into by and between the City of Bastrop, Texas, a home-rule municipality ("City"), and the Bastrop Economic Development Corporation, a non-profit Texas corporation created pursuant to the authority of Title 12, Subchapter C1 of the Texas Local Government Code ("BEDC"). City and BEDC are jointly referred to herein as the "Parties" and individually as a "Party."

RECITALS:

Whereas, the Parties entered into that certain 804 Water Street Purchase Funding Agreement dated effective February 10, 2026 (the "Agreement"), pursuant to which the BEDC agreed to fund the City's purchase of the property located at 804 Water Street, Bastrop, Texas (the "Property") for the development of a downtown parking garage with associated retail space (the "Project"); and

Whereas, the City acquired the Property with funds disbursed by the BEDC under the Agreement and holds fee title to the Property; and

Whereas, the Project has not commenced, and the Parties desire to extend the time within which the Project must be completed by twenty-four (24) months; and

Whereas, pending commencement of the Project, the Parties desire to authorize the City to permit the interim commercial use of the Property, and the BEDC has determined that such interim use is incidental to, and does not supplant, the Project; and

Whereas, the Parties desire that the revenue derived by the City from such interim commercial use be paid to the BEDC and credited against the reimbursement the City owes the BEDC under the Agreement; and

Whereas, the Parties further desire that, if the Project is not completed or the Property is sold, transferred, or otherwise disposed of, all proceeds be paid to the BEDC, including any amount in excess of the funds the BEDC previously disbursed; and

Whereas, the BEDC's agreement to extend the time within which the Project must be completed and to consent to the interim commercial use of the Property is given in exchange for the payment of the Interim Revenue to the BEDC, and the Parties intend that the BEDC be entitled to retain the Interim Revenue if the City completes the Project; and

Whereas, the BEDC has taken the action necessary to approve this First Amendment, and any approvals required by Section 505.158 of the Texas Local Government Code with respect to the matters addressed herein have occurred; and

Whereas, Section 7.01 of the Agreement provides that the Agreement may be amended by a written instrument so stating and executed by the Parties; and

Whereas, the Parties find the execution of this First Amendment to be in the best interest of the community.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and BEDC agree as follows:

1. **Recitals Incorporated.** The foregoing recitals are true and correct and are incorporated herein for all purposes. Capitalized terms used but not defined in this First Amendment have the meanings given them in the Agreement.

2. **Amendment to Section 2.01 (Term).** Section 2.01 of the Agreement is amended and restated in its entirety to read as follows:

> "2.01 Term. This Agreement shall be effective as of the Effective Date and shall terminate upon the later of (i) completion of the Project or (ii) the satisfaction in full of the City's obligations under Sections 3.05 and 6.01. Notwithstanding any provision herein to the contrary, the BEDC shall have no obligation to fund any receipt or invoice received after the termination. Any further support by the BEDC for the Project shall be addressed in a separate instrument. The City shall cause the Project to be completed on or before the Outside Completion Date established in Section 2.02."

3. **New Section 2.02 (Outside Completion Date).** The Agreement is amended by adding a new Section 2.02 to read as follows:

> "2.02 Outside Completion Date. The "Outside Completion Date" means February 10, 2028, which is the date twenty-four (24) months after the effective date of the First Amendment to this Agreement. The Outside Completion Date may be extended only by written instrument executed in accordance with Section 7.01. Failure of the City to complete the Project on or before the Outside Completion Date shall not, standing alone, constitute a default under Section 5.01, but shall entitle the BEDC, upon written notice to the City, to require reimbursement in accordance with Section 6.01."

4. **Amendment to Section 3.02 (Amount).** Section 3.02 of the Agreement is amended by adding the following at the end of the section: "The amount funded by the BEDC under this Section 3.02 is referred to herein as the 'Funded Amount.'" The Parties acknowledge that the Funded Amount actually disbursed by the BEDC to the City as of the effective date of this First Amendment is five hundred twenty-five thousand dollars ($525,000).

5. **New Section 3.04 (Interim Commercial Use).** The Agreement is amended by adding a new Section 3.04 to read as follows:

> "3.04 Interim Commercial Use. Notwithstanding Sections 4.02 and 6.01, from and after the effective date of the First Amendment to this Agreement and continuing until the earlier of the Outside Completion Date or commencement of construction of the Project (the "Interim Use Period"), the City may lease, license, or otherwise permit the use of all or any portion of the Property for commercial purposes (an "Interim Use"). The BEDC hereby consents to each Interim Use and agrees that no Interim Use shall constitute development of the Property for a use other than the Project, a sale, transfer, or disposition of the Property, or a failure of the City to ensure the Property is developed as the Project. Each Interim Use shall be subject to the following conditions:
>
> (a) the City shall retain fee title to the Property throughout the Interim Use Period;
>
> (b) no Interim Use shall extend beyond the Outside Completion Date, and each instrument granting an Interim Use shall be terminable by the City, without penalty and upon not more than ninety (90) days' written notice, to permit commencement of the Project;
>
> (c) the City shall furnish the BEDC a copy of each executed instrument granting an Interim Use within ten (10) days after execution."

6. **New Section 3.05 (Interim Revenue; Payment to the BEDC; Consideration; Credit).** The Agreement is amended by adding a new Section 3.05 to read as follows:

> "3.05 Interim Revenue; Payment to the BEDC; Consideration; Credit. The following shall apply to revenue derived from Interim Use:
>
> (a) Definition. "Interim Revenue" means all rents, fees, and other consideration actually received by the City on account of Interim Use, less the City's documented, reasonable, out-of-pocket costs directly attributable to the Interim Use, including insurance, utilities, repairs and maintenance, tenant improvements, and leasing commissions. Interim Revenue does not include ad valorem, sales, or hotel occupancy taxes, or any other revenue the City receives in its governmental capacity.
>
> (b) Payment to the BEDC. All Interim Revenue shall be paid by the City to the BEDC in accordance with Subsection (e). The City shall not retain Interim Revenue for its own account.
>
> (c) Consideration; Retention by the BEDC. The Interim Revenue is paid to the BEDC as consideration for the BEDC's agreement to the extension of the time within which the Project must be completed

under Sections 2.01 and 2.02 and for the BEDC's consent to Interim Use under Section 3.04, the sufficiency of which the City acknowledges. The Interim Revenue is earned by the BEDC upon payment and is not refundable to the City. If the City completes the Project, the BEDC shall be entitled to retain all Interim Revenue paid to it, no amount of Interim Revenue shall be credited or repaid to the City, and the City shall have no claim to the Interim Revenue on account of completion of the Project.

(d) Credit Against Reimbursement. The City acknowledges and agrees that it owes the BEDC the reimbursement provided for in Section 6.01. If, and only if, an amount becomes payable by the City under Section 6.01(ii), all Interim Revenue paid to the BEDC under this Section 3.05 shall be credited, on a dollar-for-dollar basis, against that amount. No credit under this Subsection shall apply against amounts payable under Section 6.01(i). Nothing in this Subsection entitles the City to any credit, refund, or payment except as an offset against an amount actually payable under Section 6.01(ii).

(e) Accounting and Payment. Within thirty (30) days after the end of each calendar quarter during the Interim Use Period, the City shall deliver to the BEDC a written statement of Interim Revenue received and costs deducted during that quarter, together with payment of the Interim Revenue then due the BEDC. The City shall maintain records supporting each statement and shall make them available to the BEDC for inspection upon reasonable notice during normal business hours for four (4) years following the end of the Interim Use Period."

7. **Amendment to Section 4.02 (City Obligations).** Section 4.02 of the Agreement is amended by adding the following at the end of the section: "The City's exercise of the rights expressly granted by Section 3.04 shall not constitute a breach of this Section 4.02."

8. **Amendment to Section 6.01 (Non-Performance).** Section 6.01 of the Agreement is amended and restated in its entirety to read as follows:

"6.01 Subject to Section 3.04, if (a) the Property is developed for a use other than the Project, (b) the Property is sold, transferred, or otherwise disposed of by the City prior to completion of the Project as contemplated by this Agreement, or (c) the Project is not completed on or before the Outside Completion Date, the City shall pay the BEDC:

(i) in the case of a sale, transfer, or other disposition of the Property, all proceeds of that sale, transfer, or disposition, including any amount in excess of the funds previously disbursed by the BEDC to the City under this Agreement, less only the customary and reasonable closing costs actually paid by the City; or

(ii) in all other cases, an amount equal to all funds previously disbursed by the BEDC to the City under this Agreement, less the credit provided in Section 3.05(d).

Any payment due under this Section 6.01 shall be due within 30 days of the occurrence of the non-permitted development, the closing of the sale, transfer, or disposition, or the Outside Completion Date, as applicable. Any sale, transfer, or other disposition of the Property prior to completion of the Project shall be for fair market value, on arm's-length terms, and subject to the BEDC's prior written consent. The remedies in this Section 6.01 are cumulative of, and not in lieu of, the BEDC's rights under Section 5.01."

9. **No Other Amendment; Ratification.** Except as expressly amended by this First Amendment, all terms and provisions of the Agreement remain unchanged and in full force and effect, and the Parties ratify and confirm the Agreement as amended hereby. In the event of a conflict between this First Amendment and the Agreement, this First Amendment controls.

10. **No Waiver.** Neither the BEDC's consent to Interim Use nor the extension of the time for completion of the Project constitutes a waiver of any right or remedy of the BEDC under the Agreement with respect to any matter other than as expressly set forth herein.

11. **Counterparts.** This First Amendment may be executed in several counterparts, each of which shall be an original but all of which, taken together, shall constitute one and the same instrument.

12. **Governing Law and Venue.** This First Amendment shall be construed, interpreted, and applied in accordance with and shall be governed by the laws applicable to the State of Texas. Venue for any disputes arising under this First Amendment shall be in Bastrop County, Texas.

13. **Authority.** The person executing this First Amendment on behalf of BEDC and City each represents that they have the power and authority to do so and to bind their principal to the terms of this First Amendment.

THIS FIRST AMENDMENT IS DATED EFFECTIVE AS OF THE _____ DAY OF _____, 2026.

CITY OF BASTROP, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

BASTROP ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. R-2026-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A FUNDING AGREEMENT BETWEEN THE BASTROP ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF BASTROP FOR PURCHASE OF 804 WATER STREET; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; REPEALING ALL RESOLUTIONS IN CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City of Bastrop, Texas (the "City") is a home-rule municipality operating under the laws of Texas; and

WHEREAS, the BEDC and City desire to develop a parking garage with associated retail space (the "Project") at 804 Water Street (the "Property"); and

WHEREAS, the BEDC and City desire to have the BEDC fund the purchase of the Property and the City execute a Purchase and Sales Agreement for the Property and maintain ownership; and

WHEREAS, the BEDC and City desire to enter into a funding agreement ("Agreement") to establish the rights and obligations of each, attached as Exhibit A; and

WHEREAS, the BEDC Board of Directors took formal action at the board meeting of February 9, 2026, to approve the Agreement with the City to fund the purchase of the Property for the Project; and

WHEREAS, the City Council has reviewed the Agreement and finds it in the best interest of the City and community to enter into the Agreement; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. Findings and Determination. The City Council hereby finds and determines that it is in the best interest of the BEDC and the City to enter into this funding agreement.

Section 2. Authorization. The City Council of the City of Bastrop, Texas, hereby authorizes the City Manager to execute all necessary documents.

Section 3. Open Meeting. The City Council hereby finds and determines that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

Section 4. Severability. If any provision of this Resolution is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity shall not affect the remaining provisions, which shall continue in full force and effect.

Section 5. This Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 10th day of February 2026.

APPROVED:

Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

City Attorney
Denton, Navarro, Rodriguez, Bernal, Santee, & Zech

Exhibit A
804 WATER STREET PURCHASE FUNDING AGREEMENT

804 WATER STREET PURCHASE FUNDING AGREEMENT

STATE OF TEXAS §

COUNTY OF BASTROP §

This Agreement (the "Agreement") is entered into by and between the City of Bastrop, Texas, a home-rule municipality, ("City"), and the Bastrop Economic Development Corporation, a non-profit Texas corporation created pursuant to the authority of Title 12, Subchapter C1 of the Texas Local Government Code, ("BEDC"). City and BEDC are jointly referred to herein as the "Parties" and individually as a "Party."

RECITALS:

Whereas, the Parties desire to develop a downtown parking garage with associated retail space (the "Project"); and

Whereas, the Parties desire to develop the Project on a property at 804 Water Street, Bastrop, Texas (the "Property"); and

Whereas, the Parties desire to have the BEDC fund the purchase of the Property and the City execute a Purchase and Sales Agreement for the Property and maintain ownership; and

Whereas, the necessary approvals of the expenditure pursuant to Section 505.158 of the Texas Local Government Code have occurred; and

Whereas, the Parties find the execution of this funding agreement to be in the best interest of the community.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and BEDC agree as follows:

ARTICLE 1
RECITALS

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

ARTICLE 2
TERM

2.01 Term. This Agreement shall be effective as of the Effective Date and shall terminate upon completion of the Project. Notwithstanding any provision herein to the contrary, the BEDC shall have no obligation to fund any receipt or invoice received after the termination. Any further support by the BEDC for the Project shall be addressed in a separate instrument.

ARTICLE 3
TERMS AND CONDITIONS

3.01 Purpose. The purpose of this Agreement is to fund the purchase of the Property to develop the Project.

3.02 Amount. The BEDC agrees to fund up to Five Hundred Twenty-Five Thousand Dollars ($525,000.00) for the purchase of the Property.

3.03 Payments. The BEDC shall remit payment within 10 days of a submission by City of a written request for payment. Any request for payment shall include documentation evidencing the amounts to be paid.

ARTICLE 4
OBLIGATIONS

4.01 BEDC Obligations. The BEDC shall provide funding to the City for the purpose of purchasing the Property for the Project.

4.02 City Obligations. The City shall utilize the funds provided to purchase the Property for the Project and ensure the Property is developed as the Project.

ARTICLE 5
DEFAULT

5.01 Default. A Party shall be deemed in default under this Agreement if such Party fails to materially perform, observe, or comply with any of the requirements or obligations set forth in this Agreement, or if any representations arising out of this Agreement are false; the non-defaulting Party shall be entitled to terminate this Agreement immediately and employ any legal remedies afforded by law.

ARTICLE 6
NON-PERFORMANCE

6.01 If the Property is (a) developed for a use other than the Project, or (b) sold, transferred, or otherwise disposed of by the City prior to completion of the Project as contemplated by this Agreement, the City shall reimburse the BEDC an amount equal to all funds previously disbursed by the BEDC to the City under this Agreement. Such reimbursement shall be due within 30 days of the occurrence of the non-permitted development or disposition.

ARTICLE 7
MISCELLANEOUS

7.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.

7.02 Authority. The person executing this Agreement on behalf of BEDC and City each represents that they have the power and authority to do so and to bind their principal to the terms of this Agreement.

7.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.

7.04 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of

God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

7.05 Governing Law and Venue. This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Bastrop County, Texas.

7.06 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

7.07 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.

7.08 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 10 **DAY OF** February **2026.**

CITY OF BASTROP, TEXAS

By: _____

Name: Sylvia Carrillo

Title: City Manager

Date: February 10, 2026

BASTROP ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: GARY L. BLAKE

Title: BOARD CHAIR

Date: 2/9/26

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: July 28, 2026

TITLE:

Consider and act on the first reading of Resolution No. R-2026-113, authorizing the Bastrop Economic Development Corporation's $25,000 expenditure for professional services with Career Tracks and giving the City Manager signature authority to execute the Professional Services Agreement and moving to include the Second Reading on the August 11 Consent Agenda.

AGENDA ITEM SUBMITTED BY:

Submitted by: Jill Strube, Ph.D., Business and Community Development Manager (BEDC)

BACKGROUND/HISTORY:

In June 2026, BEDC authorized staff to work with legal counsel to manage the details related to providing funding to Career Tracks for services related to workforce training. Career Tracks (formerly Smithville Workforce Training Center) was established in 2021 with a grant from the St. David's Foundation. It has been operating in the workforce training space since then, primarily funded through grant programs that provide services for unemployed and under-employed residents of Bastrop, Caldwell, Fayette, and Lee Counties. Because they are primarily funded through grants, they are limited in their ability to pay much-needed operational expenses including certain high-level staff, or even cleaning supplies or copy paper.

The Professional Services Agreement would not pay for specific training programs but would support Career Tracks insomuch as to allow staff to continue to meet overall goals for training, mentoring, and placing students in jobs with local employers paying livable wages. Per local government code 505.158, the BEDC Board has approved this project for funding. As such, it requires two separate readings of the City Council for expenditure.

FISCAL IMPACT:

$25,000 from the BEDC Budget.

RECOMMENDATION:

The recommendation is to approve the expenditure and give the Interim Executive Director signature authority on the Professional Services Agreement and move to include on the August 11 Consent Agenda.

ATTACHMENTS:

1. Resolution
2. Performance Agreement

RESOLUTION NO. R-2026-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING BASTROP ECONOMIC DEVELOPMENT CORPORATION'S $25,000 EXPENDITURE FOR PROFESSIONAL SERVICES TO CAREER TRACKS AND GIVING THE INTERIM EXECUTIVE DIRECTOR SIGNATURE AUTHORITY ON THE PROFESSIONAL SERVICES AGREEMENT.

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

WHEREAS, the BEDC Board of Directors took formal action at the board meeting of July 27, 2026, to authorize the BEDC staff to enter into a Professional Services Agreement with Career Tracks for a scope of work related to workforce development and placement; and

WHEREAS, the City has reviewed the July 27, 2026 actions of the BEDC related to the expenditure noted herein, has considered and evaluated it, and has found it meritorious of the City Council's authorization and approval.

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. Findings and Determination. The City Council hereby finds and determines that it is in the best interest of the BEDC and the City to authorize funding for the professional services for the BEDC.

Section 2. Authorization of Expenditure. The City Council of the City of Bastrop, Texas, hereby authorizes the funding for professional services.

Section 3. Open Meeting. The City Council hereby finds and determines that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

Section 4. Two Readings Required. Pursuant to Texas Local Government Code Section 505.158(b), this Resolution shall take effect immediately from and after its passage upon a subsequent second reading and passage, and it is duly resolved.

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

READ and ACKNOWLEDGED on First Reading on the 28th day of July 2026.

READ and APPROVED on the Second Reading on the 11th day of August 2026.

APPROVED:

_____
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, City Secretary

APPROVED AS TO FORM:

_____
Denton Navarro Rodriguez Bernal Santee & Zech

CITY OF BASTROP ECONOMIC DEVELOPMENT CORPORATION

STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
§
BASTROP COUNTY §

This Professional Services Agreement ("Agreement") is made and entered by and between the City of Bastrop Economic Development Corporation (the "BEDC"), a Texas non-profit industrial development corporation, and Career Tracks ("Professional").

Section 1. Duration.

This Agreement shall become effective upon execution by the BEDC and shall be automatically extended each year thereafter unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

(A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project". Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

(B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.

(C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Professional may rely upon the accuracy of reports and surveys provided to it by the BEDC except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

(E) The Professional will be required to report to the BEDC Board annually at a regularly scheduled BEDC Board Meeting (likely May or June) to provide information about the status of the Professional work product, to include data related to the Performance Indicators below as well as any other measure of success as requested by the BEDC Board or as relevant to provide a clear understanding of the work product and accomplishments of the Professional. These metrics will be established at the beginning of the annual period during each year the Agreement is in effect to account for any changes that may happen related to the Professional's program capacity. The Professional will track and report resident data based on Bastrop drivers' licenses.

Performance Indicators:

Performance Measure	Bastrop Residents (EOY)
Number of students in various phases of programs	50 students
Overall job placement rate	35 students
Wages upon placement	$18/hr on average
Number of students below ALICE* Threshold	13 students
Employer Engagement	20 employers

** The ALICE threshold (Asset Limited, Income Constrained, Employed) represents the minimum income a household needs to afford basic necessities like housing, food, childcare, and healthcare. It measures working families who earn too much to qualify for public assistance but cannot cover the true cost of living.*

Section 3. Compensation.

(A) The Professional shall be paid in the manner set forth in Exhibit "B" and as provided herein.

(B) *Billing Period:* The Professional shall be fully paid within 30 days of the original contract execution and will be paid within 90 days of the presentation of an annual report every year the contract is in effect thereafter.

(C) *Reimbursable Expenses*: No reimbursable expenditure is anticipated in relation to this project.

(D) *Amount:* The amount of Compensation to be paid by BEDC to the Professional shall be $25,000 annually until otherwise designated.

Section 4. Non-performance.

(A) If Professional fails to meet the metrics as established by Section 3 of this Agreement, Professional must promptly refund the amounts paid by the BEDC for the period Professional fails to meet the metrics.

Section 5. Changes to the Project Work; Additional Work.

(A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the BEDC finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the BEDC and such services will be considered as additional work and paid for as specified under the following paragraph.

(B) *Additional Work:* The BEDC retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the BEDC by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the BEDC of that opinion, in writing. If the BEDC agrees that such work does constitute additional work, then the BEDC and the Professional shall execute a supplemental agreement for the additional work and the BEDC shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All

such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

Section 6. Time of Completion.

The Professional is expected to complete their work and to show progress per the Performance Indicators. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the BEDC other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

Section 7. Insurance.

Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached Exhibit "C" throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in Exhibit "C", Professional shall maintain the following limits and types of insurance:

Workers Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than $1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than $1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be $2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than $2,000,000.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by a non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Evidence of such insurance shall be attached as Exhibit "D".

Section 8. Miscellaneous Provisions.

(A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the BEDC, which approval shall not be unreasonably withheld. Subcontractors shall

comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the BEDC in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

(B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the BEDC shall be delivered to and become the property of the BEDC. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement, shall be made available, upon request, to the BEDC without restriction or limitation on the further use of such materials; PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE BEDC OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE BEDC'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the BEDC but shall grant to the BEDC a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the BEDC under or pursuant to this Agreement.

(C) *Professional's Seal.* To the extent that the Professional has a professional seal/logo, it shall be placed on all documents and data furnished by the Professional to the BEDC. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the BEDC and Professional. The BEDC acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

(D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, workers compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the BEDC with satisfactory proof of compliance.

(E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the BEDC and is not an employee, agent, official or representative of the BEDC. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the BEDC. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.

(F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the BEDC under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the BEDC pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other

consideration is received by or offered to Professional, Professional shall immediately report that fact to the BEDC and, at the sole option of the BEDC, the BEDC may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

(G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(H) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 9. Termination.

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Professional and BEDC;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the BEDC, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;

(4) By the BEDC, at will and without cause upon not less than thirty (30) days written notice to the Professional.

(B) Upon termination of this Agreement, Professional shall reimburse the BEDC a pro rata share of the funds dispersed for remainder of year. Example: if 40% of the metrics as established by Section 2 have been met at time of termination, Professional shall reimburse the BEDC 60% of the funds provided.

Section 10. Indemnification. Professional shall indemnify and hold harmless the City of Bastrop, Texas, Economic Development Corporation and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss

of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional's agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as "Professional"), (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional's liability to such employee or former employee would otherwise be limited to payments under State Workers Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Section 11. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 12. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 13. 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.

Section 14. Waiver. Either BEDC or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be

deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 15. Governing Law; 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.

Section 16. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 17. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 18. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 19. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 20. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 21. 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.

Section 22. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 23. Dispute Resolution. The parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 24. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, Conflicts of Interest Questionnaire and Chapter 2252 of the Texas Government Code, Form 1295 Certificate of interested Parties online filing with the Texas Ethics Commission.

EXECUTED on this the _____ day of _____ , 20___.

BEDC:

By: _____
Name: Sylvia Carrillo-Trevino
Title: Interim Executive Director

PROFESSIONAL:

By: _____
Name: Ronnie Holt
Title: Interim Executive Director

ADDRESS FOR NOTICE:

BEDC:

City of Bastrop Economic Development Corporation
Attn: Executive Director
301 Highway 71 West, Suite 214
Bastrop, Texas 78602

PROFESSIONAL: Career Tracks

Career Tracks
Attn: Executive Director
404-A Fawcett Street
Smithville, TX 78957
(512) 237-1108

With a copy to:

BEDC Attorney
City of Bastrop Economic Development Corporation
Attn: Charles E. Zech
2517 N. Main Avenue
San Antonio, Texas 78212

Exhibit "A"

SCOPE OF WORK

Career Tracks is a nonprofit organization that provides training opportunities for local rural residents to learn the skills they need for high-demand jobs in Bastrop, Caldwell, Lee, and Fayette Counties. At the heart of their work is a simple mission empowering the Central Texas rural workforce with the skills needed to thrive in today's economy while ensuring local employers have access to a strong, job-ready talent pipeline. Together with employers, educational institutions, municipal and county entities, and nonprofit partners, Career Tracks strengthens our communities, our workforce, and our future.

The Professional Services Agreement between Career Tracks and the Bastrop Economic Development Corporation requires that Career Tracks provide metrics by which success can be measured. This scope of work is related to those performance indicators. These measures are an indication of how well Career Tracks is doing in its mission to "Engage, Empower, and Employ" rural residents in rural businesses in our 4-county region, paying special attention to Bastrop residents.

This Scope of Work refers to performance measures related to the overall work that Career Tracks is undertaking to meet its mission. The scope of work requires an annual report on the success of the program as related to the beneficiaries (students) who have Bastrop drivers' licenses and the employers located within the City of Bastrop and its Extraterritorial Jurisdiction:

Career Tracks will be required to report to the BEDC Board annually at a regularly scheduled BEDC Board Meeting (likely May or June) to provide information about the status of the work product, to include data related to the Performance Measures below as well as any other measure of success as requested by the BEDC Board or as relevant to provide a clear understanding of the work product and accomplishments. These metrics will be established at the beginning of the annual period during each year the Agreement is in effect to account for any changes that may happen related to the program capacity. Career Tracks will track and report resident data based on Bastrop drivers' licenses.

Performance Measure	**Bastrop Residents (EOY)**
Number of students in various phases of programs	50 residents
Overall job placement rate	35 residents
Wages upon placement	$18/hr on average
Number of students below ALICE* Threshold	13 residents
Employer Engagement	20 employers

** The ALICE threshold (Asset Limited, Income Constrained, Employed) represents the minimum income a household needs to afford basic necessities like housing, food, childcare, and healthcare. It measures working families who earn too much to qualify for public assistance but cannot cover the true cost of living.*

This represents an investment of $500 per Bastrop student. Career Tracks will only be accountable to BEDC for residents of Bastrop based on their drivers' licenses. Each year for as long as this Agreement is in effect, these Performance Indicators and Numbers will be reviewed in context of the other funding mechanisms that have been established and may be expected in that year.

Exhibit "B"

COMPENSATION

BEDC will pay Career Tracks $25,000 upon execution of the Agreement after City Council approval.

Exhibit "C"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Professional shall comply with each and every condition contained herein. The Professional shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the BEDC. Any Subcontractor(s) hired by the Professional shall maintain insurance coverage equal to that required of the Professional. It is the responsibility of the Professional to assure compliance with this provision. The City of Bastrop Economic Development Corporation accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Professional shall specifically endorse applicable insurance policies as follows:

1. The City of Bastrop Economic Development Corporation shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Bastrop Economic Development Corporation shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement**.
3. All insurance policies shall be endorsed to the effect that The City of Bastrop Economic Development Corporation will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Bastrop Economic Development Corporation as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop Economic Development Corporation of any material change in the insurance coverage.
7. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Professional may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop Economic Development Corporation.
10. Insurance must be purchased from insurers having a minimum A.M. Best rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Professional's obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Professional shall furnish The City of Bastrop Economic Development Corporation with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop Economic Development Corporation within ten (10) business days after contract award and prior to starting any work by the successful Professional's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the

Certificate of Insurance is issued and sent to the City of Bastrop Economic Development Corporation, all required endorsements identified in sections A, B, C and D above shall be sent to the City of Bastrop Economic Development Corporation. The certificate of insurance and endorsements shall be sent to:

City of Bastrop Economic Development Corporation
Attn: Executive Director
301 Highway 71 West, Suite 214
Bastrop, Texas 78602

Exhibit "D"

EVIDENCE OF INSURANCE

EMPLOYERS®

EMPLOYERS PREFERRED INS. CO.
A Stock Company

FILE INSURANCE BINDER.

Workers' Compensation and Employers Liability Insurance Policy

Policy Number	Policy Period From	To
EIG 5185628 02	02/01/2025	02/01/2026

12:01A.M. Standard Time at the address of the Insured as stated herein

Transaction WORKMAN'S COMP.

AMENDED DECLARATIONS Effective: 02/01/2025

NCCI Carrier # 31283 WCIRB CARRIER# PRIOR POLICY NUMBER EIG518562801

1. Named Insured and Address	Agent
SMITHVILLE WORKFORCE TRAINING 404 FAWCETT ST SMITHVILLE TX 78957	INS AGENTS ALLIANCE OF TX INC 0003230 PO BOX 1188 MINEOLA, TX 75773 Telephone: 9035086250

Customer #	Carrier #	FEIN #	Risk ID #	Entity of Insured
	31283	813849953		CORPORATION

Additional Locations:

2. The Policy Period is from 02/01/2025 to 02/01/2026 12:01 a.m. Standard Time at the Insured's mailing address.

3. A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: TX

B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part TWO are:

Bodily Injury by Accident	$	1,000,000	each accident
Bodily Injury by Disease	$	1,000,000	policy limit
Bodily Injury by Disease	$	1,000,000	each employee

C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here: All states except ND, OH, WA, WY and states listed in item 3.A.

D. This policy includes these endorsements and schedules: See attached schedule.

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

SEE EXTENSION OF INFORMATION PAGE

Minimum Premium	$	250	Expense Constant	$	160
			Premium Discount	$	
Assessments and Taxes	$		Total Estimated AnnualPremium	$	4,726

☐ This is a Three Year Fixed Rate Policy

Premium Adjustment Period: ☒ Annual; ☐ Semiannual; ☐ Quarterly; ☐ Monthly

Countersigned this Day of ,

K. Authorized Representative

Issued Date: 07/01/2025

Issuing Office EMPLOYERS PREFERRED INS. CO.
P.O. BOX 539003
HENDERSON, NV 89053-9003

Issued Date 07/01/2025
WC990630 (5/98 Ed.)

INSURED COPY

5649-01-00-0003141-0003-0010484 GLM_ENDTS

EMPLOYERS®
EMPLOYERS PREFERRED INS. CO.
A Stock Company
P.O. BOX 539003
HENDERSON, NV 89053-9003

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Policy Number:	EIG 5185628 02
Named Insured:	SMITHVILLE WORKFORCE TRAINING
Agent:	INS AGENTS ALLIANCE OF TX INC 0003230

EXTENSION OF INFORMATION PAGE

CLASSIFICATION OF OPERATIONS

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per $100 of Remuneration	Estimated Annual Premium
Texas				
Rating Period: 02/01/2025 through 02/01/2026				
Site 00001				
8868	VOCATIONAL TRAINING SCHOOL: PROFESSIONAL EMPLOYEES	0	0.160000	0.00
9101	VOCATIONAL TRAINING SCHOOL: ALL OTHER EMPLOYEES & DRIVERS	682,491	1.010000	6,893.00
Site 00001 Total				$ 6,893.00
Total of Sites for Rating Period				$ 6,893.00
Rating Period Total				$ 6,893.00
Rating Period: 02/01/2025 through 02/01/2026				
9812	INCREASED COVERAGE II	6,893	0.014000	97.00
9848	BALANCE TO MIN PREM-COVERAGE II			53.00
9885	SMALL EMPL INCENT DISCOUNT	7,043	0.150000	-1,056.00
[illegible]7	SCHEDULE CREDIT	5,987	0.260000	-1,557.00
0900	EXPENSE CONSTANT			160.00
9740	TERRORISM PREMIUM	682,491	0.020000	136.00
Rating Period Total				$ 2,167.00-
State Total				$ 4,726.00
Policy Total				$ 4,726.00

(2025-2026)

5649-01-00-0003141-0004-0010483 GLN_ENDTS

EMPLOYERS®
EMPLOYERS PREFERRED INS. CO.
A Stock Company
P.O. BOX 539003
HENDERSON, NV 89053-9003

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Policy Number:	EIG 5185628 02
Named Insured:	SMITHVILLE WORKFORCE TRAINING
Agent:	INS AGENTS ALLIANCE OF TX INC 0003230

SITE LOCATION SCHEDULE

State TX 1
SMITHVILLE WORKFORCE TRAINING
404 FAWCETT ST
SMITHVILLE TX 78957

5649-01-00-0003141-0005-0010482 GLM_ENDTS

EMPLOYERS®
EMPLOYERS PREFERRED INS. CO.
A Stock Company
P.O. BOX 539003
HENDERSON, NV 89053-9003

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Policy Number:	EIG 5185628 02
Named Insured:	SMITHVILLE WORKFORCE TRAINING
Agent:	INS AGENTS ALLIANCE OF TX INC 0003230

ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
TX	WC990405A	(3/07)	INSTALLMENT PAYMENT ENDORSE

5649-01-00-0003141-0006-0010481 GLN_ENDTS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 99 04 05 A
(Ed. 3-07)

INSTALLMENT PAYMENT ENDORSEMENT

In addition to the deposit premium shown below as Installment 01, you agree to make the following installment payments on the date specified (if any).

These payments may be revised pursuant to a mid-term analysis of premium based on payrolls which you may be asked to submit to us.

Installment Number	Date Due	Amount
01	07/01/2025	$4,726.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 02/01/2025 at 12:01 AM standard time, forms a part of

Policy No. EIG 5185628 02 Of the EMPLOYERS PREFERRED INS. CO.

Carrier Code 31283

Issued to SMITHVILLE WORKFORCE TRAINING Endorsement No.

Premium $4,726

Countersigned at _____ on _____ By: _____
Authorized Representative

WC 99 04 05 A
(Ed. 3-07)

5649-01-00-0003141-0007-0010480 GLM_ENDTS

00032300 Y
BR 04

Policy Number: EIG 5185628 02
0000000859

Employers
PO Box 539003
Henderson NV 89053-9003

0003141 02 MB 0.62 **AUTO T8 0 5649 78957-131104 -C01-P03144-I

SMITHVILLE WORKFORCE TRAINING
404 FAWCETT ST
SMITHVILLE TX 78957-1311

MLRINC

INSURED COPY

5649-01-00-0003141-0001-0010486 GLM_ENDTS

EMPLOYERS®

POLICY INFORMATION PAGE ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

This endorsement, effective on 02/01/2025 (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. EIG 5185628 02
of the EMPLOYERS PREFERRED INS. CO.
issued to SMITHVILLE WORKFORCE TRAINING
404 FAWCETT ST
SMITHVILLE TX 78957

Endorsement No. 001

K. Antonelos

Authorized Representative

The following item(s)

- ☐ Insured's Name WC990629
- ☐ Policy Number WC990629
- ☐ Effective Date WC990629
- ☐ Expiration Date WC990629
- ☐ Insured's Mailing Address WC990629
- ☐ Experience Modification WC990630
- ☐ Producer's Name WC990629
- ☐ Change in Workplace of Insured WC990631
- ☐ Insured's Legal Status WC990629
- ☐ Item 3.A. States WC990629
- ☐ Item 3.B. Limits WC990629
- ☐ Item 3.C. States WC990629
- ☐ Item 3.D. Endorsement Numbers WC990633
- ☒ Item 4.* Class, Rate, Other WC990630
- ☐ Interim Adjustment of Premium WC990630
- ☐ Carrier Servicing Office WC990629
- ☐ Interstate/Intrastate Risk I.D. Number WC990629
- ☐ Carrier Number WC990629

is changed to read:

Updated premium basis and/or class codes for one or more workplaces per Final Audit. Refer to extension of information page.

*Item 4. Changed To: Item 4 is amended per the attached extension schedules & installment schedule

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per $100 of Remuneration	Estimated Annual Premium

Total Estimated Annual Premium $4,726

Minimum Premium $ N/A Deposit Premium $ N/A

Issued Date: 07/01/25

0003230 INS AGENTS ALLIANCE OF TX INC

WC 99 06 28 (Ed. 5/98)

5649-01-00-0003141-0002-0010485 CLN_ENDTS

ERRORS + OMISSIONS



Truest Insurance Group
PO Box 821
Smithville TX 78957

Bill To: Smithville Workforce Training Center
404 FAWCETT ST
SMITHVILLE TX 78957

Attn: Janice Bruno

Invoice: 000047
Invoice Date: 1/29/2025
Due Date: 1/29/2025

Insured Name:	Smithville Workforce Training Center	Policy Number:	MPL5299857.24
Coverage:	EO	Policy Term:	2/3/2025 - 2/3/2026
Billing Effective Date:	2/3/2025	Insurance Company:	HISCOX INS CO INC

Type	Description	Amount
Premium		$992.00
State Tax	Taxes and Stamping Fees	$65.63
Broker Fee	Broker Fees	$500.00

Total	$1,557.63
Paid:	$0.00
Balance Due:	$1,557.63

Memo:

Thank you for allowing us to protect you.
At Truest, we are "more than true" to you.
Colossians 3:17

1/29/2025 8:34 AM 1 of 1

DIRECTORS + OFFICERS
(64 PAGES TOTAL)
PAGES 1-5.

CRC Group
6640 Carothers Pkwy Suite 230 Franklin, TN 37067 Phone: 615-885-0146 Fax: 615-885-0230

Feb 03, 2025

DO NOT USE!!!!!!!!! Truest Ins
Truest Insurance Group, LLC
PO Box 821

Smithville, TX 78957

RE: Smithville Workforce Training Center
Policy: NFPTXF168358332003 2/3/2025 to 2/3/2026

Dear

Attached please find the original policy for the above account. Please review and advise if there are any discrepancies or corrections needed.

If you have any questions or need anything further, please do not hesitate to give us a call.

Sincerely,

Lindsey Tredway
Account Executive
Phone: (615) 885-0146
Fax: (615) 885-0230
Email: LTredway@crcgroup.com

Enclosure

Sub#: 13211060

CONFIDENTIAL

CHUBB®

Texas Notice
Information and Complaints

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Chubb

To get information or file a complaint with your insurance company or HMO:

Call: Chubb at 1-800-352-4462

Email: ChubbUSCustomerServices@chubb.com

Mail: Chubb Customer Services, PO Box 1000, Philadelphia, PA 19106-3703

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Chubb

Para obtener información o para presentar una queja ante su compañía de seguros o

HMO:

Llame a: Chubb al 1-800-352-4462

Correo electrónico: ChubbUSCustomerServices@chubb.com

CHUBB

Texas Notice
Information and Complaints

Dirección postal: Chubb Customer Services, PO Box 1000, Philadelphia, PA 19106-3703

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Westchester
A Chubb Company

ACE Fire Underwriters Insurance Company

NOT-FOR-PROFIT ORGANIZATION MANAGEMENT INDEMNITY PACKAGE DECLARATION

A.M. Best Rated A++

This Policy is issued by the stock insurance company listed above ("Insurer").

THE INSURED PERSONS AND ORGANIZATION AND EMPLOYMENT PRACTICES LIABILITY SECTIONS OF THIS POLICY, WHICHEVER ARE APPLICABLE, COVER ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR, IF ELECTED, THE EXTENDED PERIOD AND REPORTED TO THE INSURER PURSUANT TO THE TERMS OF THE RELEVANT COVERAGE SECTION. PLEASE READ THIS POLICY CAREFULLY.

THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED LOSS SHALL NOT BE REDUCED BY AMOUNTS INCURRED FOR COSTS, CHARGES AND EXPENSES UNLESS OTHERWISE PROVIDED HEREIN. AMOUNTS INCURRED FOR COSTS, CHARGES AND EXPENSES AND LOSS SHALL BE APPLIED AGAINST THE RETENTION AND DEDUCTIBLE AMOUNTS. TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO THE APPROPRIATE DEFINITIONS SECTIONS OF THIS POLICY.

Policy Number: NFPTXF168358332-003
Renewal of: NFPTXF168358332-002

Item A. **Parent Organization & Principal Address:**
Smithville Workforce Training Center
404 Fawcett Street
Smithville, TX 78957

Item B.
Policy Period: From **February 3, 2025** to **February 3, 2026**
12:01 a.m. local time at the Principal Address shown in Item A.

Item C. Coverage Section(s):

INSURED PERSONS AND ORGANIZATION

1. Limit of Liability:
   a. $1,000,000 aggregate for all **Loss**
   b. $1,000,000 additional aggregate for all **Loss** under Insuring Clause A1, subject to 1c immediately below,
   c. $2,000,000 maximum aggregate for this Coverage Section
2. Retentions:
   $0 each **Claim** under Insuring Clause 1
   $500 each **Claim** under Insuring Clause 2
   $500 each **Claim** under Insuring Clause 3
3. **Continuity Date:**
   02-03-2023

EMPLOYMENT PRACTICES LIABILITY

1. Limit of Liability:
   $1,000,000 maximum aggregate for all **Loss** for this coverage section
2. Retention:
   $1,000 each **Employment Practices Claim**
   $1,000 each **Third Party Claim (only if 3rd party is selected)**
3. **Continuity Date:**
   02-03-2023
4. **Third Party**
   Included

Item D. Premium: $1,200.00
Total Amount Due: $1,200.00

Item E. **Discovery Period**

1. One (1) year	75% of the premium set forth in Item D of the Declarations
2. Two (2) years	100% of the premium set forth in Item D of the Declarations
3. Three (3) years	150% of the premium set forth in Item D of the Declarations

As provided in subsection H of the General Terms and Conditions, only one of the above **Discovery Period** options may be elected and purchased.

Item F. **Run-Off Period**

1. One (1) year	75% of the premium set forth in Item D of the Declarations
2. Two (2) years	85% of the premium set forth in Item D of the Declarations
3. Three (3) years	95% of the premium set forth in Item D of the Declarations
4. Four (4) years	105% of the premium set forth in Item D of the Declarations
5. Five (5) years	115% of the premium set forth in Item D of the Declarations
6. Six (6) years	125% of the premium set forth in Item D of the Declarations

As provided in subsection I of the General Terms and Conditions, only one of the above **Run-Off Period** options may be elected and purchased.

Item G. **NOTICE TO INSURER:**
Phone:

800-433-0385 (Business Hours)
800-523-9254 (After Hours)

Please be advised that Financial Lines claims must be reported in writing and cannot be reported by phone. Please refer to your policy for proper reporting procedures.

Mail:
Chubb North America Claims
PO Box 5122
Scranton, PA 18505-0554

FIRST NOTICES FAX:
877-395-0131 (Toll Free)

FIRST NOTICES EMAIL:
ChubbClaimsFirstNotice@Chubb.com

Item H. **Special Event Fund:** $25,000
unless otherwise amended

STAFF REPORT

MEETING DATE: July 28, 2026

TITLE:

Consider and act to approve the Bastrop City Council minutes from the July 10, 2026, Special Meeting and the July 14, 2026, Regular Meeting.

AGENDA ITEM SUBMITTED BY:

Submitted by: Michael Muscarello, TRMC, CMC, CPM, City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approve the Bastrop City Council minutes from the July 10, 2026, Special Meeting and the July 14, 2026, Regular Meeting.

ATTACHMENTS:

- DRAFT July 10 Special Meeting Minutes
- DRAFT July 14 Regular Meeting Minutes

CITY OF BASTROP

BASTROP CITY COUNCIL
SPECIAL CITY COUNCIL MEETING MINUTES

Friday, July 10, 2026

The Bastrop City Council met in a Special Meeting on Friday, July 10, 2026, at 5:00 p.m. at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

Council Members Present
Mayor Ishmael Harris
Council Member Cynthia Meyer
Council Member Perry Lowe
Council Member Kevin Plunkett
Council Member Kerry Fossler
Mayor Pro-Tem John Kirkland

Staff Present
City Manager Sylvia Carrillo-Trevino
City Secretary Michael Muscarello
Finance Director Judy Sandroussi

1. CALL TO ORDER
With a quorum present, Mayor Harris called the Special City Council meeting at 5:00 p.m.

2. PLEDGE OF ALLEGIANCE – United States of America and Texas Flags
Mayor Harris led the Pledge of Allegiance.

3. INVOCATION
Council Member Perry Lowe led the invocation.

4. CITIZEN COMMENTS
There were no comments.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

5A. Consideration and possible action on Resolution No. R-2026-101, a resolution of the City Council of the City of Bastrop, Texas, designating a certain area located within the City's extraterritorial jurisdiction, generally located in the vicinity of State Highway 71 and Hyatt Lost Pines Road, as an industrial district pursuant to Section 42.044 of the Texas Local Government Code.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM

MOTION: Council Member Meyer moved to approve Resolution No. R-2026-101 as presented. Council Member Lowe seconded the motion. Motion carried 4-1 with Council Member Fossler voting against.

6. ADJOURNMENT

Upon receiving a motion duly made and seconded to adjourn, the Ju1y 10th Special Meeting was adjourned at 5:05 p.m.

CITY OF BASTROP, TEXAS

_____
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, TRMC, CMC, CPM
City Secretary

DRAFT

CITY OF BASTROP

BASTROP CITY COUNCIL

REGULAR CITY COUNCIL MEETING MINUTES

Tuesday, July 14, 2026

The Bastrop City Council met in a Regular Meeting at 6:30 p.m. on Tuesday, July 14, 2026, at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

Council Members Present

Mayor Ishmael Harris, Mayor Pro-Tern John Kirkland Council Member Cynthia Meyer Council Member Kerry Fossler Council Member Peny Lowe Council Member Kevin Plunkett

Staff Present

City Manager Sylvia Carrillo-Trevino
Assistant City Manager/ Fire Chief Andres Rosales
City Secretary Michael Muscarello
City Attorney Natalie Thamm
Assistant to the City Manager Vivianna Andres
Development Services Director James Cowey Police Chief Vicky Steffanic
Public Information Manager Colin Guerra
Parks & Recreation Director Jason Alfaro

1. CALL TO ORDER

With a quorum present, Mayor Harris called the Regular City Council Meeting to order at 6:30 p.m.

2. PLEDGE OF ALLEGIANCE - United States of America and Texas Flags

Gibson Helton Bastrop Opera Actor led the Pledge of Allegiance.

3. INVOCATION

Council Member Perry Lowe delivered the Invocation.

4. PRESENTATIONS

4A. Mayor's Report

4B. Council Members' Report

DRAFT

4C. City Manager's Report

A. City Council Retreat
B. Equal Access for Civic, Political, and Constitutional Advocacy Organizations
C. Historic Overlay
D. Jack of Hearts

4D. **PROCLAMATION – Park and Recreation Month**
The proclamation was read and signed by Mayor Ishmael Harris.

4E. **PROCLAMATION -Hot Car Awareness Day**
The proclamation was read and signed by Mayor Ishmael Harris.

5. WORK SESSIONS / BRIEFINGS

5A. DISCUSSION: Local Option Election in the City of Bastrop
City Secretary Michael Muscarello presented to Council details on the November Local Option Election.

6. STAFF AND BOARD REPORTS - NONE

7. CITIZEN COMMENT(S)

Citizen(s) addressing the City Council on an item, not on the agenda: Gina O'Brian, Rita Ward, Tresha Silva

Citizen(s) addressing the City Council on and item, on the agenda: Thomas Hoover, Judith Hoover, Mariana Krueger, Gary Moss, Robbie Sanders, Sandra Barclay, Ron Barclay, Tommy Clayborn, Cheryl Long.

Mayor Harris pulled Item 9G to be presented to Council:

9G. **Consider and act on Resolution 2026-107 ratifying $2,160 in waived fees for the funeral services for Willie Ruth Hodge.**

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

MOTION: Mayor Pro-Tem Kirkland moved to approve Resolution No. R-2026-107 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

DRAFT

8. CONSENT AGENDA

8A. **Consider action to approve Resolution No. R-2026-98 of the City Council of the City of Bastrop, Texas, amending the Code of Ordinances, Chapter 12 Titled "Traffic and Vehicles" Article 12.04.007 Titled "Other Zone Restrictions" amending the ordinance to remove verbiage associated with zone restrictions for Alley A and allowing for the removal of fourteen (14) signs on six (6) poles related to school zones and speed limits, removed by the Streets and Drainage department. Authorizing the Chief of Police to execute all necessary documents.**

Submitted by: Vicky Steffanic, Chief of Police

8B. **Consider and act on Resolution No. R-2026-100, approving participation in a limited future local match and matters related thereto for the Capital Area Rural Transportation System ("CARTS") Mobility Hub proposal at the Bastrop Public Library, and Climate Pollution Reduction Grant ("CPRG") activities; as attached in Exhibit A.**

Vivianna Nicole Andres, Assistant to the City Manager

8C. **Consider action to approve Resolution No. R-2026-102 of the City Council of the City of Bastrop, Texas, approving the execution of an Interlocal License Agreement between the City of Bastrop and Bastrop County Emergency Services District No. 3, related to the use of space at the City's Downtown Fire Station, as attached as Exhibit A.**

Submitted by: Andres Rosales, Assistant City Manager

8D. **Consider and act to approve Resolution No. R-2026-103 of the City of Bastrop, Texas, authorizing the commitment of additional local funds for the Texas General Land Office Community Development Block Grant – Disaster Recovery (CDBG-DR) Program, Contract No. 22-085-059-D316; authorizing execution of all necessary documents; providing for severability; and providing an effective date.**

Submitted by: Judy Sandroussi, Finance Director

8E. **Consider and act to approve the first reading of Ordinance No. 2026-25 of the City Council of the City of Bastrop, Texas approving the Fiscal Year 2027**

DRAFT

Annual Service Plan Update, including provisions related to assessments for the Valverde Public Improvement District; approving a Fiscal Year 2026 - 2027 assessment roll for the District; and move to include on the July 28, 2026, City Council Consent Agenda for a second reading.

Submitted by: Judy Sandroussi, Finance Director

8F. **Consider and act on Resolution No. R-2026-86 to award a $30,000 Hotel Occupancy Tax (HOT) incentive grant to Hyatt Regency Lost Pines Resort & Spa to secure the NIKE FY29 North America Coaches Conference in September 2028.**

Submitted by: Michaela Joyce, Discover Bastrop Director

8G. **Consider and act on Resolution No. R-2026-87 to award a $30,000 Hotel Occupancy Tax (HOT) incentive grant to Hyatt Regency Lost Pines Resort & Spa to secure the HOUSE RX Conference in April 2027.**

Submitted by: Michaela Joyce, Discover Bastrop Director

8H. **Consider and act to approve the Bastrop City Council minutes from the June 9, 2026, Regular Meeting, the June 23, 2026, Regular Meeting, and the June 26, 2026, Special Meeting.**

Submitted by: Victoria Psencik, TRMC, Assistant City Secretary

Mayor Harris called for requests to remove any item from the Consent Agenda for separate discussion. Council Member Meyer requested Item 8B be removed. Council Member Lowe requested Item 8F removed.

MOTION: Council Member Plunkett moved to approve the remaining consent agenda as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

* * * *

8B. **Consider and act on Resolution No. R-2026-100, approving participation in a limited future local match and matters related thereto for the Capital Area Rural Transportation System ("CARTS") Mobility Hub proposal at the Bastrop Public Library, and Climate Pollution Reduction Grant ("CPRG") activities; as attached in Exhibit A.**

DRAFT

Vivianna Nicole Andres, Assistant to the City Manager

MOTION: Mayor Pro-Tem Kirkland moved to approve Resolution No. R-2026-100 with the amendment to add signage at the bicycle pods, simple identification be added to each bicycle, CARTS is responsible for bike retrieval, and the bikes be geofenced. Council Member Fossler seconded the motion. Council Member Meyer made a friendly amendment stating that all bikes must be docked and not in a parking space, and cannot go anywhere that a motor vehicle is not allowed. Mayor Pro-Tem Kirkland and Council Member Fossler accepted the amendment of Council member Meyer. The motion passed unanimously.

8F. **Consider and act on Resolution No. R-2026-86 to award a $30,000 Hotel Occupancy Tax (HOT) incentive grant to Hyatt Regency Lost Pines Resort & Spa to secure the NIKE FY29 North America Coaches Conference in September 2028.**

Submitted by: Michaela Joyce, Discover Bastrop Director

Council Member Lowe confirmed the correct award amount of $30, 000 to be updated on the Resolution.

MOTION: Council Member Plunkett made the motion to approve Resolution No. R-2026-86 as presented. Council Member Lowe seconded the motion. Motion passed unanimously.

9. ITEMS FOR INDIVIDUAL CONSIDERATION

9A. **Consider and act on Resolution No. 2026-110 in support of Chief Steffanic for her various accomplishments and contribution to the Bastrop Police Department.**

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

MOTION: Mayor Pro-Tem Kirkland moved to approve Resolution No. R-2026-110 as presented. Council Member Plunkett seconded the motion. Motion carried unanimously.

9B. **Consider an act to approve Ordinance No. 2026-24 providing funds for paying contractual obligations incurred or to be incurred for (1) constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping the City's water and wastewater system, including Water Wastewater Plant #3; and (2) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates.**
Submitted by: Judy Sandroussi, Finance Director

DRAFT

MOTION: Council Member Meyer moved to approve Ordinance No. 2026-24 as presented. Council Member Lowe seconded the motion. Motion carried unanimously.

9C. **Consider and act to approve the first reading of Ordinance No. 2026-21 of the City Council of the City of Bastrop, Texas, amending the operating and capital budget for the Fiscal Year 2026 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date; and move to include on the July 28, 2026, City Council Consent Agenda for a second reading.**

Submitted by: Judy Sandroussi, Finance Director

MOTION: Council Member Fossler moved to approve the first reading of Ordinance No. 2026-21 as presented and to include on the July 28, 2026 Consent Agenda. Mayor Pro-Tem Kirkland seconded the motion. Motion carried unanimously.

9D. **Conduct a public hearing, consider and act on the first reading of Ordinance No. 2026-20 to amend Chapter 10 of the Code of Ordinances, Subdivisions, as shown in Exhibits A-C, and move to include on the July 28, 2026, City Council Consent Agenda for a second reading.**

Submitted by: James E. Cowey, Director of Development Services

Mayor Harris opened the Public Hearing at 8:58 and was closed after no citizen comments.

MOTION: Council Member Plunkett moved to approve the first reading of Ordinance No. 2026-20 as presented and to include on the July 28, 2026 Consent Agenda. Council Member Lowe seconded the motion. Motion carried unanimously.

9E. **Conduct a public hearing, consider and act on the first reading of Ordinance No. 2026-23 to the City Council to amend Chapter 14 of the Code of Ordinances, Bastrop Development Code (BDC), as shown in Exhibits A-H, and move to include on the July 28, 2026, City Council Consent Agenda for a second reading.**

Submitted by: James E. Cowey, Director of Development Services

Mayor Harris opened the Public Hearing at 9:17 and it was closed after no citizen comments.

DRAFT

MOTION: Mayor Pro-Tem Kirkland moved to approve the first reading of Ordinance No. 2026-23 as presented and to include on the July 28, 2026 Consent Agenda. Council Member Meyer seconded the motion. Motion carried unanimously.

9F. **Consider and act on Resolution No. R-2026-106 to conduct a Feasibility Study with the YMCA of Greater Austin to be performed by Triangle 2, Inc.**

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM

MOTION: Council Member Meyer moved to approve Resolution No. R-2026-106 as presented. Council Member Fossler seconded the motion. Motion carried unanimously.

9G. **Consider and act on Resolution 2026-107 ratifying $2,160 in waived fees for the funeral services for Willie Ruth Hodge.**

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

MOTION: Mayor Pro-Tem Kirkland moved to approve Resolution No. R-2026-107 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

9H. **Consider and act on Resolution No. R-2026-109 in the amount of $74,000 to conduct Phase 2 of the Hospital Feasibility Study.**

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

MOTION: Mayor Pro-Tem Kirkland moved to approve Resolution No. R-2026-109 with an amended amount not to exceed $54000.00. Council Member Meyer seconded the motion. Motion carried unanimously.

9I. **Consider and act on an amendment to the Code of Ordinances Sec. 14.09.015 Penalties, related to historic structures, and adopting language in the Local Government Code Chapter 315.006 Liability for Adversely Affecting Historic Structure or Property.**

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

MOTION: Council Member Meyer moved to approve the first reading of Ordinance 2026-26 as presented and include on the July 28, 2026 Consent Agenda. Mayor Pro-Tem Kirkland seconded the motion. Motion carried unanimously.

DRAFT

10. EXECUTIVE SESSION

Council member Plunkett made the motion to extend the meeting time to 10:30 pm. Council Member Lowe seconded the motion. Motion carried unanimously.

Mayor Harris closed the Open Meeting to convene the City Council into Executive (Closed) Session at 9:51 p.m. pursuant to Texas Government Code, Chapter 551 as follows:

10A. **City Council shall convene into a closed executive session pursuant to Texas Local Government Code Section § 551.087 to deliberate regarding Economic Development with Pearl River, developer for Sendero**.

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

Mayor Harris reconvened the City Council into the Open Session at 8:51 p.m. and called

for any action as a result of the Executive Session.

10A. **City Council shall convene into a closed executive session pursuant to Texas Local Government Code Section § 551.087 to deliberate regarding Economic Development with Pearl River, developer for Sendero.**

Council gave direction for the City Manager to continue negotiations.

12. ADJOURNMENT

Upon receiving a motion duly made and a second to adjourn, Mayor Harris adjourned the September 9th Regular Meeting at 10:30 p.m.

CITY OF BASTROP, TEXAS

_____

Ishmael Harris, Mayor

Michael Muscarello, TRMC, CMC, CPM
City Secretary

DRAFT

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: July 28, 2026

TITLE:

Consider and act on Ordinance 2026-29 amending the proposed budget of Bond 2026 allocation of $550,000 for the creation of a golf course reduced to $50,000 as grant matches for potential golf improvements and reallocated the remaining $500,000 to the creation of an African American Cultural Center and Freedom Colonies Museum to serve as improvements to Kerr Park located at 1304 Walnut Street.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

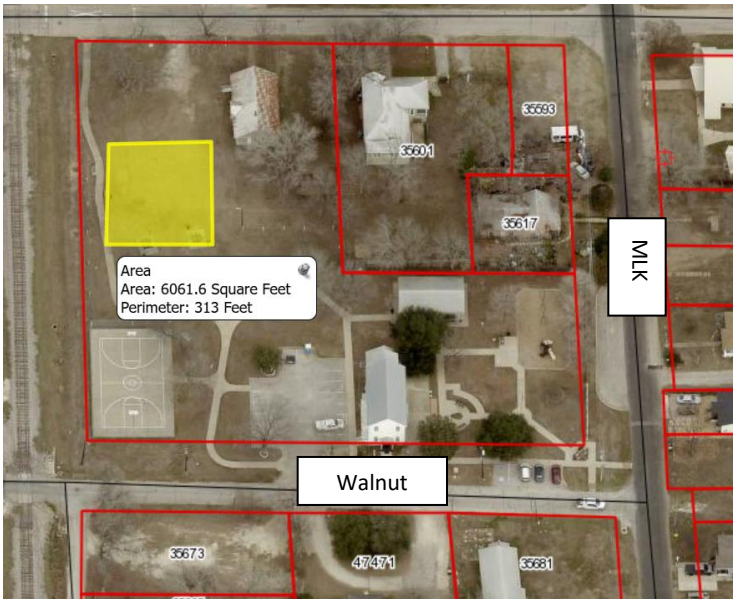
BACKGROUND/HISTORY:

In FY 2025, the city purchased 1311 Walnut St. as a potential site for a new African American Cultural Center and Freedom Colonies Museum that would serve as an important anchor to the South End Cultural District that has been created.

Unfortunately, the structure at 1311 would require far more repair that is economically feasible.

Alternatively, the site may still serve as a parking lot for overflow parking for not only the Kerr, but also the other sites created in the area.

This item requests that of the $550,000 previously allocated to the golf course, that $500,000 be moved and allocated to the museum to be located on Kerr Park property located at 1304 Walnut St.



The structure would be approximately 5,000 sq feet and will serve as the home of the Freedom Colonies Museum and also anchor the Cultural Center.

The design is intended to match the existing Kerr Center and look similar to this image:



The porch would open up to the Kerr Center as well as the existing Lula Kerr house which would then create a central open space for shared gathering, events, and park programming for education and other events.

The building is a metal building with a board and baton façade. Price ranges for a turnkey building range from $75 to $100 sq ft for a built-out structure.

This allocation would begin the design and bid process. A final determination on cost is forthcoming. The group also understands operations costs will be borne by the group running the museum and the group may or may not receive funds, dependent on the budget. They are committed to fundraising efforts for operations.

FISCAL IMPACT:

Reallocation of $500,000 from existing proceeds. Net zero impact

RECOMMENDATION:

Approve the reallocation of funds.

ATTACHMENTS:

1. Ordinance 2026-29

ORDINANCE NO. 2026-29

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE 2026 BOND PROGRAM PROJECT ALLOCATIONS TO REALLOCATE FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) PREVIOUSLY DESIGNATED FOR GOLF COURSE DEVELOPMENT TO THE DESIGN AND DEVELOPMENT OF AN AFRICAN AMERICAN CULTURAL CENTER AND FREEDOM COLONIES MUSEUM AT KERR PARK LOCATED AT 1304 WALNUT STREET; RETAINING FIFTY THOUSAND DOLLARS ($50,000.00) FOR POTENTIAL GOLF COURSE IMPROVEMENT GRANT MATCHES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop approved the 2026 Bond Program, which included an allocation of Five Hundred Fifty Thousand Dollars ($550,000.00) for the creation of a golf course; and

WHEREAS, during Fiscal Year 2025, the City acquired property located at 1311 Walnut Street as a potential site for an African American Cultural Center and Freedom Colonies Museum to serve as an anchor for the South End Cultural District; and

WHEREAS, subsequent evaluation determined that the existing structure located at 1311 Walnut Street requires repairs that are not economically feasible, making redevelopment of the structure impractical; and

WHEREAS, the City has determined that the adjacent Kerr Park property located at 1304 Walnut Street is a more suitable location for the proposed African American Cultural Center and Freedom Colonies Museum, while the property at 1311 Walnut Street may continue to serve as overflow parking supporting Kerr Park and other South End Cultural District destinations; and

WHEREAS, the proposed facility is anticipated to consist of approximately 5,000 square feet and will serve as the permanent home of the Freedom Colonies Museum while anchoring the African American Cultural Center and supporting educational programming, community events, and cultural activities within Kerr Park; and

WHEREAS, the proposed reallocation of bond proceeds will allow the City to initiate the planning, design, and procurement process for the project, with future construction costs to be determined through the design and bidding process; and

WHEREAS, the organization responsible for operating the museum has acknowledged that operational expenses will be its responsibility and has committed to pursuing fundraising opportunities to support ongoing operations; and

WHEREAS, the City Council finds that reallocating Five Hundred Thousand Dollars ($500,000.00) from the previously approved golf course project to the African American

Cultural Center and Freedom Colonies Museum project, while retaining Fifty Thousand Dollars ($50,000.00) for potential golf course improvement grant matching funds, serves a valid public purpose and is in the best interests of the City and its residents; and

WHEREAS, the reallocation of these existing bond proceeds results in no net fiscal impact to the City.

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

SECTION 1. Findings

The recitals contained in this Ordinance are hereby found to be true and correct and are incorporated herein as if fully set forth.

SECTION 2. Bond Project Reallocation

The 2026 Bond Program project allocations are hereby amended as follows:

1. The allocation for the creation of a golf course is reduced from Five Hundred Fifty Thousand Dollars ($550,000.00) to Fifty Thousand Dollars ($50,000.00), which shall remain available for grant matching funds for future golf course improvements.
2. The remaining Five Hundred Thousand Dollars ($500,000.00) is hereby reallocated to the planning, design, engineering, bidding, and development of an African American Cultural Center and Freedom Colonies Museum to be located at Kerr Park, 1304 Walnut Street, Bastrop, Texas.

SECTION 3. Project Authorization

The City Manager, or her designee, is authorized to take all actions necessary to implement this reallocation, including initiating project planning, design, engineering, procurement, and related professional services consistent with applicable law and the City's purchasing policies.

SECTION 4. Severability

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. Repealer

All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 6. Effective Date

This Ordinance shall take effect immediately upon its adoption as provided by law.

PASSED, APPROVED, AND ADOPTED on first reading this 28th day of July, 2026.

PASSED, APPROVED, AND ADOPTED on second and final reading this 11th day of August, 2026.

CITY OF BASTROP, TEXAS

APPROVED:

***by*: _____**
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

_____
City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.