



January 13, 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** - Bradley Esparza Perez & Harlow Schindler, students from Mina Elementary's Sign and Shine (Sign Language) Club

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

- 3. INVOCATION** - Bastrop Police Chaplain Ketrich Steger

4. PRESENTATIONS

[4A.](#) Mayor's Report

[4B.](#) Council Members' Report

[4C.](#) City Manager's Report

4D. Event Recap Numbers

Submitted by: Michaela Joyce, Discover Bastrop Director

4E. Veteran's Day Car Show Plaque

Submitted by: Michaela Joyce, Discover Bastrop Director

4F. Christmas Parade Float Winners

Submitted by: Michaela Joyce, Discover Bastrop Director

4G. Proclamation - Martin Luther King Jr. Walk

4H. 2025 Year in Review

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

5. WORK SESSIONS/BRIEFINGS

6. STAFF AND BOARD REPORTS

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. Conduct a public hearing, consider and act on the second reading of Ordinance No. 2025-67 for a Zoning Concept Scheme request to rezone the project site from P-EC Employment Center to Planned Development District ("PDD") with a base district of P4, for the area described as being 7.398 +/- acres out of the Steel Yard Subdivision, Lot 3, located at 2002 SH 95, Bastrop, TX 78602, within the city limits of Bastrop, Texas

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

- 8B. Consider and act on Resolution No. R-2026-01, amending the Master Fee Schedule, General Provisions - Cemetery, to modify the fees for the Fairview Cemetery columbarium niches and fees associated with columbarium operations, as attached in Exhibit A.

Submitted by: Judy Sandroussi, Director of Finance

- 8C. Consider and act to approve Resolution No. R-2026-05 allowing for the installation of six speed limit signs on Agnes St, three facing eastbound and three facing westbound at the longitude and latitude points of those in the attached exhibit, installed by the Streets and Drainage Department.

Submitted by: Vicky Steffanic, Chief of Police

- 8D. Consider and act to approve Resolution No. R-2026-02, confirming the Mayor's appointment of a Master Gardener representative to the Parks & Recreation Board, as required by Section 3.08 of the City Charter.

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

- 8E. Consider and act on Resolution No. R-2026-03, ordering a General Election to be held on Saturday, May 2, 2026, for the offices of Mayor and Council Member, Place 3, in accordance with the Bastrop Home Rule Charter; designating polling places within the City; establishing procedures for the conduct of the General Election and any required runoff election; and providing for the election to be held as a joint election with Bastrop County.

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

- 8F. Consider and act on Resolution No. R-2026-04, approving a contract with the Bastrop County Election Administrator to participate in a joint election for the General Election called and ordered for Saturday, May 2, 2026, and authorizing the City Manager to execute the contract.

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

- 8G. Consider and act to approve the Bastrop City Council minutes from the December 9, 2025, Regular Meeting, the December 16, 2025, Joint Council and Planning & Zoning Commission Meeting, and the December 16, 2025, Special Meeting.

Submitted by: Victoria Psencik, Assistant City Secretary

9. ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Conduct a public hearing, consider and act on Ordinance No. 2026-01 to approve and adopt the 2026 Schedule of Uniform Submittal Dates for Plats in accordance with the Bastrop Building Block (B³) Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates, and the Bastrop Building Block (B³) Technical Manual Section 1.2.002 Uniform Submittal Dates, as shown in Exhibit A, and move to include on the January 27, 2026 Consent Agenda City Council for the second reading.

Submitted by: James E Cowey, Director of Development Services

10. EXECUTIVE SESSION

- 10A. City Council shall convene into a closed executive session pursuant to Texas Local Government Code Section 551.087 to discuss and deliberate regarding a proposed Economic Development project to locate within the City.

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: January 7, 2026 at 4:00 p.m. and remained posted for at least two hours after said meeting was convened.

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



STAFF REPORT

MEETING DATE: January 13, 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: January 13, 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:

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STAFF REPORT

MEETING DATE: January 13, 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:

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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



WHEREAS, Dr. Martin Luther King, Jr. challenged our Nation to recognize that our individual liberty relies upon our common equality; and

WHEREAS, at a time when our Nation was sharply divided, Dr. King called upon Americans to be “voices of reason, sanity, and understanding amid the voices of violence, hatred, and emotion”; and

WHEREAS, Dr. King devoted his life to the struggle for justice, equality, and nonviolent social change, sowing seeds of hope for a future where all people may enjoy the riches of freedom and the security of justice; and

WHEREAS, the observance of the Martin Luther King, Jr. Federal Holiday provides an opportunity for reflection, service, and unity in honoring one of America’s greatest visionary leaders; and

WHEREAS, Dr. King’s legacy reminds us that while challenges to equality and opportunity persist, our collective capacity to uplift one another and strengthen our community remains limitless; and

WHEREAS, citizens are encouraged to face these challenges with the same courage, persistence, and determination exemplified by Dr. King; and

WHEREAS, Bastrop, Elgin, and Smithville have a longstanding tradition of honoring Dr. King’s legacy through community engagement and service; and

WHEREAS, the Bastrop County Martin Luther King Jr. Holiday Commission will host its 38th Annual Walk for Peace, Justice, and Equality on Monday, January 19, 2026, beginning at 10:00 a.m. at the Elgin Depot Museum, 14 Depot Street, Elgin, Texas, with the walk proceeding from the Elgin Depot Museum to Booker T. Washington Elementary School and followed by a community program at 11:00 a.m.; and

WHEREAS, all citizens are urged to participate in this annual walk and program as a meaningful expression of unity, service, and commitment to Dr. King’s enduring vision;

NOW, THEREFORE, I, Ishmael Harris, Mayor of the City of Bastrop, Texas, do hereby proclaim Monday, January 19, 2026 as

DR. MARTIN LUTHER KING, JR. DAY

in the City of Bastrop, and encourage all residents to join the Bastrop County Martin Luther King Jr. Holiday Commission in observance of the 38th Annual Walk for Peace, Justice, and Equality.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas, to be affixed this 13th day of January, 2026.

CITY OF BASTROP, TEXAS

Ishmael Harris, Mayor

ATTEST:





STAFF REPORT

MEETING DATE: January 13, 2025

TITLE:

Conduct a public hearing, consider and act on the second reading of Ordinance No. 2025-67 for a Zoning Concept Scheme request to rezone the project site from P-EC Employment Center to Planned Development District ("PDD") with a base district of P4, for the area described as being 7.398 +/- acres out of the Steel Yard Subdivision, Lot 3, located at 2002 SH 95, Bastrop, TX 78602, within the city limits of Bastrop, Texas.

AGENDA ITEM SUBMITTED BY:

James E. Cowey, Director of Development Services

ITEM DETAILS:

Site Address:	2002 State Highway 95, Bastrop TX
Total Acreage:	7.398 acres
Acreage Rezoned:	7.398 acres
Legal Description:	Lot 3 out of the Steel Yard Subdivision being 7.398 acres
Property Owner:	Iron Realty LLC - Bastrop
Agent Contact:	Shiva Shankar / Paradise Engineers LLC
Existing Use:	Vacant/Undeveloped
Existing Zoning:	P-EC Employment Center
Proposed Zoning:	Planned Development District, P4 Mix Base Zoning
Character District:	North End
Future Land Use:	Mixed Use Corridor Commercial and Neighborhood Residential

BACKGROUND/HISTORY:

The applicant has applied for a Zoning Concept Scheme for Lot 3 of the Steel Yard Subdivision (Attachment 2). The proposal is to place a Planned Development District (PDD) with a P4 Mix base zoning to appropriately incorporate a mixed-use community that offers a variety of housing types, commercial and retail, and enhance the connectivity in the city.

The existing land use is classified as P-EC Employment Center. However, the future land use map calls for "Mixed Use Corridor Commercial" and "Neighborhood Residential" as defined below.

Place Type 4 – Mix is defined in the B3 Code as:

"More intense Building Types that provide more lifestyle choices. It provides for a mix of Residential Building Types. Commercial and Office uses are allowed in this

District only in House form Structures. Because P4 is a transition area, the Street Types consist of multimodal Streets but are primarily Residential urban fabric.”

Infrastructure	Available (Y/N)	Proposed
Water	Y	Line Extensions
Wastewater	Y	Line Extensions
Drainage	Y	Detention pond
Transportation	Y	Extensions of public streets
Parks and Open Space	N	Park Enrichment Fund Fee

Drainage

Drainage will be managed by each section individually; the pre- and post-development will remain the same. A drainage plan will be submitted and reviewed by the City Engineer prior to Final Plat approval.

Utilities

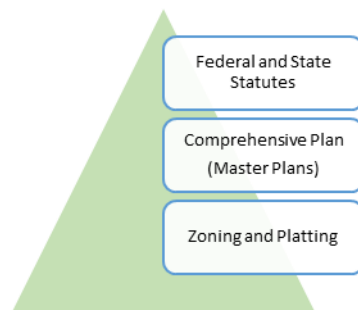
Wastewater and water service (domestic and fire) will be provided by the City of Bastrop via line extensions, exact locations to be determined prior to platting. These lines will be designed according to the City’s construction standards, as well as the Texas Commission on Environmental Quality’s (TCEQ) requirements.

Electric service provided by Bastrop Power and Light.

Gas will be provided by CenterPoint Energy.

Traffic Impact and Streets

This zoning concept plan was designed in order to maximize pedestrian and vehicular circulation within the development. There will be public streets that connect the property to Linden Street and State Highway 95. The developer will construct the extension of Linden Street, extending the 55.55’ public right of way from Linden Street to State Highway 95. A traffic analysis requested by the City Council is being conducted by the Goodman Corp in collaboration with the developer, TXDOT, and the City.



Texas Local Government Code

Sec. 211.006. PROCEDURES GOVERNING ADOPTION OF ZONING REGULATIONS AND DISTRICT BOUNDARIES. (a) The governing body of a municipality wishing to exercise the authority relating to zoning regulations and zoning district boundaries shall establish procedures

for adopting and enforcing the regulations and boundaries. A regulation or boundary is not effective until after a public hearing on the matter, at which parties in interest and citizens have an opportunity to be heard. Before the 15th day before the date of the hearing, notice of the time and place of the hearing must be published in an official newspaper or a newspaper of general circulation in the municipality.

Zoning Change signs were visibly placed in front of the property and notice was sent to property owners within 500 feet of the property boundary.

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

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

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

The public meeting was noticed in the newspaper on 08/13/2025, Zoning Change signs were visibly placed in front of the property on 08/15/2025 and notice was sent to property owners within 500 feet of the property boundary on 08/15/2025. Notice of the meeting was posted at least 72 hours in advance.

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

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

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

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

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

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

If the Planning & Zoning Commission unanimously recommends denial of the zoning request, the City Council must have a minimum vote of three-fourths majority to approve the zoning

request. The Planning and Zoning Commission recommended approval, therefore this does not apply.

Compliance with 2036 Comprehensive Plan:

The Future Land Use Plan shows this area as Mixed-Use Corridor Commercial and Neighborhood Residential:

The Mixed-Use Corridor Commercial category supports a pedestrian-friendly, well-planned, and residential uses in a vibrant corridor environment. These areas are envisioned as dynamic, complete neighborhoods that foster a strong sense of place. Development is an activity, building street relationships, and public life. These areas serve as community hubs that provide goods, services, and employment opportunities for surrounding neighborhoods. This category promotes an active, walkable environment with development that supports multi-modal access and context-sensitive site design. It accommodates public and institutional uses such as libraries, schools, and residential or live-work units where appropriate. Uses that are incompatible with the intended community character, such as bars, pawn shops, or heavy commercial activity, are discouraged or restricted.

Representative land uses that are appropriate in Mixed-Use Corridor Commercial include multi-story mixed-use development, typically with commercial on the ground floor and office or residential above. It is intended to evolve with market needs, offering flexibility without compromising compatibility.

The Neighborhood Residential character area is intended to support a variety of single-family housing options in a suburban setting with well-planned streets, green spaces, and community amenities. These areas provide a balance between residential development, open space, and connectivity, creating stable, long-term neighborhoods that foster a strong sense of community. Development should preserve natural features where possible and encourage thoughtful transitions adjacent land uses, ensuring that new development is compatible with the surrounding character.

Representative land uses that are appropriate in Neighborhood Residential are predominantly single-family detached housing, with limited options for alternative single-family where appropriate.

FISCAL IMPACT:

None

RECOMMENDATIONS:

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The proposed Crossings at 95 was presented to the Planning and Zoning Commission on Thursday, August 28, 2025. The Planning and Zoning Commission recommended approval of the proposed PDD with a vote of 5 to 1.

CITY COUNCIL MOTION:

Motion was made by Mayor Pro-Tem Kirkland to table the item until the next regularly scheduled City Council Meeting (9/23/2025), and to discuss additional direction from Council to Staff following the motion. The motion received a second from Council Member Plunkett. The motion carried unanimously.

Following the motion, the Council gave Staff the following direction:

- Request a Traffic Impact Analysis (TIA) from the Developer
 - The TIA can be based on traffic tables and uses
- Amend the parking multiplier (ratio) to be a clearer standard instead of the currently proposed 1.2 parking spaces;
- Discuss with the community the connection at Linden Street
 - There was also a recommendation to prohibit through-traffic from the development going westbound on Linden Street;
- Hold a community open house facilitated by the city; and,
- Contact Bastrop Youth Baseball and Softball Organization.

TOWN HALL MEETING:

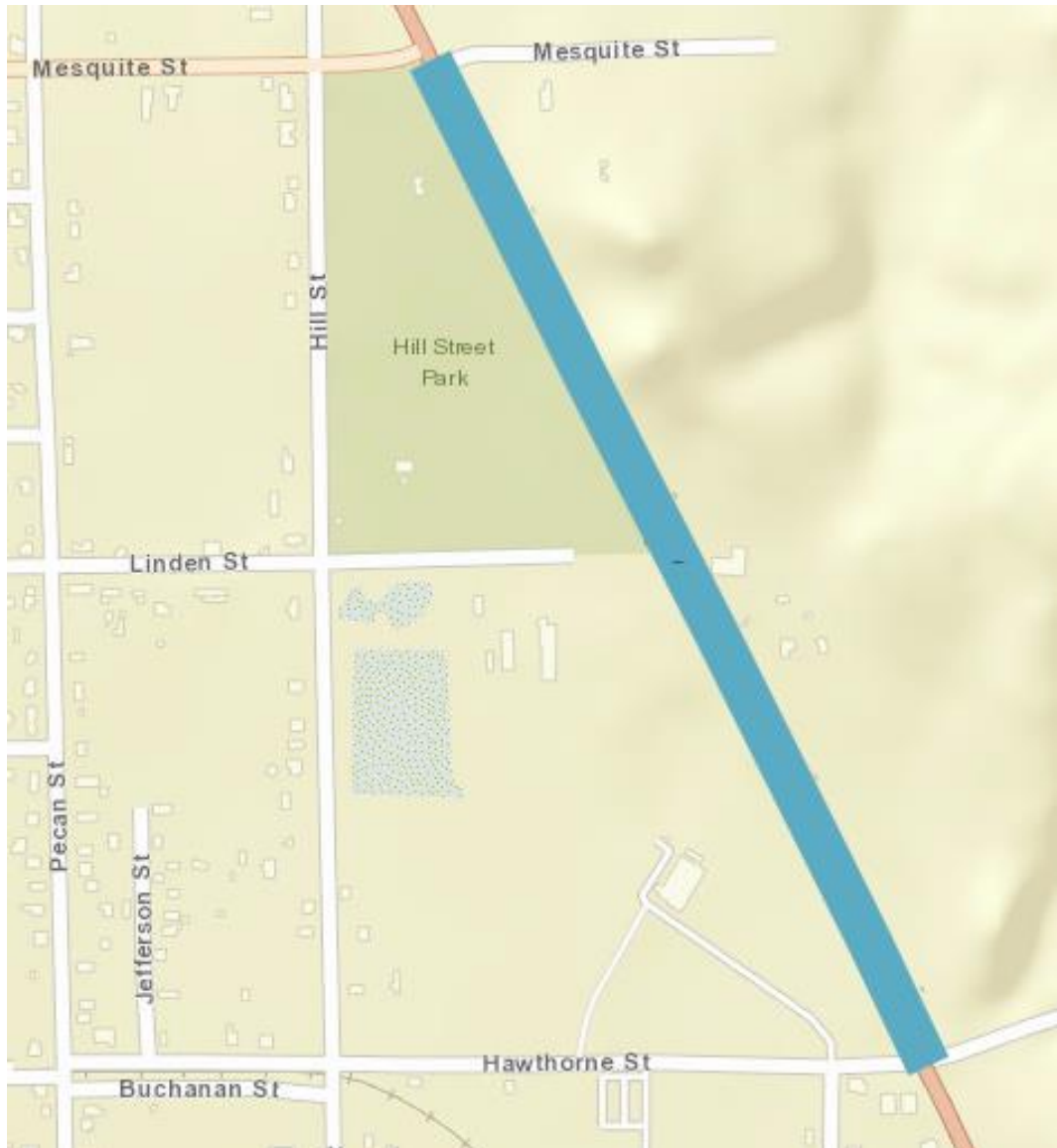
On October 1, 2025, a town hall meeting was held at the Bastrop Convention Center. During the town hall residents were able to speak on the need for retail in the area and also voice their concerns regarding traffic. Staff will coordinate with the Developer and Texas Department of Transportation (TXDOT) regarding the Traffic Impact Analysis (TIA) recommendation made by City Council.

On October 21, 2025, staff informed City Council that Ordinance No. 2025-67 would be tabled to a date certain of December 9, 2025.

After the October 21, 2025, meeting city staff began to work with Shiva Shankar with Paradise Engineers LLC, the city's third-party traffic engineer Jake Gutekunst and team with The Goodman Corp, and TXDOT to do an overall traffic study for State Highway 95 starting from Mesquite Street to Hawthorne St which will encompass Linden Street as shown below. The developer has begun the discussion with TXDOT and has received informal approval of right and left turn lanes into their development from State Highway 95.

CITY COUNCIL MOTION:

Motion was made by Mayor Pro-Tem Kirkland on December 9, 2025 to approve, contingent on the PDD document being updated to reflect the correct parking ratios.

**STAFF RECOMMENDATION:**

Take action to approve on the second reading of Ordinance No. 2025-67 for a Zoning Concept Scheme request to rezone the project site from P-EC Employment Center to Planned Development District ("PDD") with a base district of P4, for the area described as being 7.398 +/- acres out of the Steel Yard Subdivision, Lot 3, located at 2002 SH 95, Bastrop, TX 78602, within the city limits of Bastrop, Texas.

ATTACHMENTS:

- Attachment 1: Ordinance No. 2025-67
 - Exhibit A: Crossings at 95 PDD

ORDINANCE NO. 2025-67

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, APPROVING THE ZONING CONCEPT SCHEME REQUEST TO REZONE THE PROJECT SITE FROM P-EC EMPLOYMENT CENTER TO PLANNED DEVELOPMENT DISTRICT (“PDD”) WITH A BASE DISTRICT OF P4 MIX, FOR THE AREA DESCRIBED AS BEING 7.398 +/- ACRES OUT OF THE STEEL YARD SUBDIVISION, LOT 3, LOCATED AT 2002 SH 95, MORE COMMONLY KNOWN AS THE CROSSINGS AT 95; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE, AND MEETING.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City Council of the City of Bastrop has general authority to amend an ordinance that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Texas Local Government Code Chapters 211, 212, 214, and 217 the City Council of the City of Bastrop has general authority to regulate planning, zoning, subdivisions, trees, and the construction of buildings; and

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

WHEREAS, on February 3, 2025, Shiva Shankar with Paradise Engineer LLC submitted a request for a zoning concept scheme to rezone the project site from P-EC Employment Center to Planned Development District (PDD) with a base district of P4 Mix; and

WHEREAS, the City Staff reviewed the request for the Zoning Concept Scheme and finds it to be justifiable based upon the Future Land Use designation for this property is Mixed Use Corridor Commercial, which allows multi-story mixed use development, typically with commercial on the ground floor and office or residential above and Neighborhood Residential which allows single-family residential associated with amenities; and

WHEREAS, the City of Bastrop Planning and Zoning Commission held a public hearing on August 28, 2025, and made a recommendation to approve this proposed PDD ordinance with a vote 5-1; and

WHEREAS, the City Council has reviewed this request for zoning, and finds the request

to be reasonable and proper under the circumstances.

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

- Section 1. Findings of Fact.** The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.
- Section 2.** The property, 7.398 acres out of the Steel Yard Subdivision, Lot 3 is rezoned from P-EC Employment Center to a PDD with a base district of P4 Mix, and a Zoning Concept Scheme is established, located at 2002 SH 95, within the City Limits of Bastrop, Texas as more particularly known as the Crossings at 95 as shown in Exhibit A.
- Section 3. 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 4. Codification.** The City Secretary is hereby directed 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. 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 6. Effective Date.** This Ordinance shall be effective immediately upon passage and publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.
- Section 7. 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.

Signature page to follow

READ & ACKNOWLEDGED on First Reading on this the 9th day of December 2025.

READ & ADOPTED on Second Reading on this the 13th day of January 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

City Attorney

Draft _____, 2026

**PLANNED DEVELOPMENT DISTRICT NO. { }:
CROSSINGS @ 95**

Planned Development District Agreement

between the

City of Bastrop, Texas

&

Iron Realty LLC - Bastrop, a Texas limited partnership

Approved by the Planning & Zoning Commission on:
_____, 2026.

Approved by the City Council on:
_____, 2026.

THIS PLANNED DEVELOPMENT DISTRICT AGREEMENT (this “Agreement” or the “PDD Agreement”) is entered into between the City of Bastrop, Texas, a Home-Rule municipality (“City”), and Iron Realty LLC - Bastrop, a Texas limited partnership (“Owner”), pursuant to City of Bastrop Code of Ordinances, Article __. __, and Planned Development Districts Ordinance, Section . (the “PDD Ordinance”), pertaining to the Property defined below.

RECITALS

WHEREAS, the Owner is the owner of certain real property consisting of approximately 7.40 acres, commonly known as Crossings @ 95, located within the city limits of the City of Bastrop, in Bastrop County, Texas, and as more particularly identified and described in *Exhibit A* (the “Property”) to *Attachment “A”*; and

WHEREAS, the Owner intends to develop an integrated, innovative, planned development consisting of a mixed-use retail, commercial services, restaurant, multifamily, and townhomes as described herein; and

WHEREAS, the Property is currently zoned PEC Employment Center pursuant to Ordinance No. 2019-51-B3 Code (the “Original Zoning Ordinance”), which ordinance also grants the Property various warrants set forth therein which are also attached hereto as *Exhibit D to Attachment “A”* (the “Warrants”); and

WHEREAS, the Parties believe it is in the best interest of the Project to amend and replace the Original Zoning Ordinance with this PDD Agreement; and

WHEREAS, the Property will be developed by Owner, its affiliates or their successors and assigns, for construction and use in general accordance with the PD Master Plan submitted to the City shown as *Exhibit B to Attachment “A”*; and

WHEREAS, the City of Bastrop Code of Ordinances, the PDD Ordinance, and this Agreement set forth the Development Standards that will be applicable to the Property, and which, with the PD Master Plan, will control development of the Property; and

WHEREAS, subject to public notices and public hearings, the City’s Planning and Zoning Commission reviewed and recommended approval of this Agreement; and

WHEREAS, the City Council reviewed this Agreement and the proposed PD Master Plan and determined that it promotes the health, safety, and general welfare of the citizens of Bastrop and complies with the intent of the PDD Ordinance.

NOW, THEREFORE, BY THIS AGREEMENT WITNESSETH that, in consideration of the covenants and conditions set forth herein, the City and the Owner agree as follows:

ARTICLE I. GENERAL PROVISIONS

- 11. Purpose.** The purpose of the PDD Agreement is to ensure a development that includes compatibility of land uses and allows for the adjustment of changing community demands by meeting one or more of the following criteria, namely that it:
- (a) provides for superior design of lots or buildings;
 - (b) provides for open space for public use;
 - (c) provides amenities or features that would be of special benefit to the property users or community;
 - (d) protects, preserves, or adequately mitigates for natural amenities and environmental assets such as trees, creeks, ponds, floodplains, hills, slopes, viewscapes and wildlife habitats;
 - (e) protects or preserves existing historical buildings, structures, features, or places;
 - (f) provides for an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services; and
 - (g) meets or exceeds the present standards of the City's Code.
- 12. Zoning.** The Property is designated PDD with a base district of P4 Neighborhood Mix (with Warrants) and shall be developed in accordance with the PD Master Plan, and this Agreement (including the Development Standards and Warrants). It is hereby acknowledged that regardless of the zoning category approved for the Property, the Property shall be able to be developed for a mixed-use retail & commercial services, restaurant, multifamily, and townhomes in accordance with the PD Master Plan, the Warrants, the Development Standards and the terms and conditions of this Agreement.

The development will be divided into four lots:

- (a) **Lot 1:** A one-story restaurant building.
- (b) **Lots 2 and 3:** A three-story building with the ground floor designated for mixed-use retail and commercial spaces, the second and third floors serving as an apartment complex.
- (c) **Lot 4:** Two-story townhomes.

All matters not specifically addressed in this Agreement shall be regulated by applicable sections of the Code (as hereinafter defined). If there is a conflict between this Agreement and the Code, this Agreement shall supersede the specific conflicting provisions of the Code.

- 13. Development Standards Approved.** The Development Standards set out in Article II of this Agreement and listed on *Exhibit C to Attachment "A"* (the "Development Standards") are hereby approved. Owner agrees that all uses and development within the Property shall substantially conform to the PD Master Plan.
- 14. Minor Changes.** Minor changes may be made to this Agreement, including the PD Master Plan, by Owner and the City Manager without action of the City Council or Planning & Zoning Commission. Such minor changes shall include, for example, but not limited to, minor adjustments to the parking layout, pedestrian connectivity layout, lot layout,

drainage ways, street and drive alignments, minor changes to any matters depicted on exhibits hereto that are intended to be substantially accurate, but approximate according to the terms hereof, minor adjustments to building footprints, building location, building size or building elevations and other adjustments that do not result in overall increases to traffic or density as set forth in the PD Master Plan and which do not otherwise frustrate the purposes of this Agreement. The City Manager may approve minor changes in writing following consultation with the City Engineer. Any dispute between the Owner and City Manager regarding whether a change is a “minor change” shall be referred to the Planning & Zoning Commission for recommendation and City Council for final approval.

15. **Major Changes.** Any change which is not a minor change shall require a zoning amendment with recommendation by the Planning & Zoning Commission and final approval by the City Council.
16. **Definitions.** Words and terms used herein shall have their usual meaning except as they may be specifically defined in this Agreement, or, if capitalized and not defined herein, as defined in the City Code of Ordinances, including, without limitation, the PDD Ordinance, the Zoning Ordinance, the Sign Ordinance, and the Lighting Ordinance, as such Code exists on the effective date of this Agreement and as is modified by this Agreement.

Agreement: This contract between the City of Bastrop, Texas, and the Owner, including all Attachments and Exhibits, which are incorporated herein for all intents and purposes.

City: The City of Bastrop, Texas, an incorporated Home-Rule municipality located in Bastrop County, Texas.

City Manager: The chief administrative officer of the City of Bastrop, Texas. The term shall also include the Deputy City Manager.

City Council: The governing body of the City.

City Engineer: The engineer of the City.

City Permit: A city license, certificate, approval, registration, consent, permit, or other form of authorization required by a City ordinance, regulation or rule in order to develop, construct and operate the improvements on the Property.

Code: The City’s Code of Ordinances, including, without limitation, and the PDD Ordinance, as such Code exists on the Effective Date of this Agreement and as is modified by this Agreement.

Development Standards: As defined in Section 1.3.

Effective Date: The Effective Date of this Agreement shall be the date of full execution by both Parties.

HWY 95 Improvements: As defined in Section 2.3.4.

Linden Street Improvements (Public Improvements Plan): As defined in Section 2.3.3.

Owner: Iron Realty LLC - Bastrop, a Texas limited liability company, and any subsequent owner(s).

Original Zoning Ordinance: As defined in the Recitals.

PD Master Plan: The Planned Development (“PD”) Master Plan submitted to the City by the Owner and attached hereto as **Exhibit B to Attachment “A”**.

Project: A planned development on the Property consisting of mixed-use retail & commercial services, restaurant, multifamily, and townhomes, together with a reciprocal access driveway, parking areas, open spaces, and utilities as described in this Agreement and the PD Master Plan.

Property: As defined in the Recitals.

Retail: The sale of goods to the public, usually in stores, for use or consumption by the ultimate consumer. Retail shall not include the operation of outdoor storage (except as an accessory use), automotive sales, automotive services (except as an accessory use), warehousing (except as an accessory use), ministorage, call centers, or multifamily residences.

TIA: Shall mean the Traffic Impact Analysis

Warrants: As defined in the Recitals.

ARTICLE II. PD MASTER PLAN

- 2.1 Development Standards.** The development standards of this PDD may include, but shall not be limited to, uses; density; lot size; building size; lot dimensions; setbacks; coverage; height; landscaping; lighting; screening; fencing; parking and loading; signage; open space; drainage; and utility standards, shall be in accordance with the P4 Neighborhood Mix place type of the B3 Code. However, all building types shall be allowed 4 stories in height, (as generally shown on **Exhibit B to Attachment “A”**), with a variety of unit sizes and bedroom mixes, and those modified Development Standards within the Development Standards Variances, Deviations, Waivers, and Warrants List identified in **Exhibit C**, and approved as part of this PDD.
- 2.2 Civic Space.** This PDD shall include privately owned & maintained civic space that shall be accessible to the public as generally shown in **Exhibit B to Attachment “A”**. The exact locations of civic space shall be finalized during site plan review. The private civic space shall meet the intent of the civic space requirement of the B3 Code.

2.2.1 Alternatives. Upon written request by Owner or Owner’s agent to the City for approval of such an alternative, the City Manager may, in the exercise of the City Manager’s discretion, administratively approve alternatives to the foregoing building and architectural elements otherwise applicable to the Project. To be approved administratively, the proposed alternatives must substantially comply with the foregoing building and architectural elements and must be designed to result in increased aesthetic appeal. A copy or memorandum of any such alternatives, whether

approved administratively or by Council, shall be placed in the public record and shall run with the land.

222 Building Separation. Notwithstanding any other provision of the Code, the minimum separation distance between buildings on the Property may equal the minimum separation distance necessary to satisfy the applicable building and fire codes, including zero separation buildings that meet said Code requirements.

2.3 Access.

231 Traffic Impact Analysis. The TIA has been waived by TxDOT in lieu of the development of improvements to HWY 95, as shown in **Exhibit F of Attachment 'A'**.

(a) A traffic report was provided by the Goodman Corp upon City Council Request

232 Access Easements. The Property will be covered by a Reciprocal Access Easement Agreement, which will be recorded in the Official Public Records of Bastrop County, Texas.

233 Linden Street Improvements (Public Improvement Construction Plans).

The offsite improvements to Linden Street have been divided into sections A, B, and C, as detailed in **Exhibits B of Attachment A**.

- **Section A:**
Includes approximately 800 LF of improvements within the existing Linden Street. The Owner agrees to fund and construct the necessary improvements to bring the roadway to a total width of 26 feet, as shown in the PD Master Plan. The improvements will include milling & overlaying ½" of the entire road section.
- **Section B:**
Includes a new section of Linden Street which goes through the existing ROW, approximately 235 LF, the Owner agrees to fund and construct entire roadway to a total width of 26 feet, as shown in the PD Master Plan. Cost estimates are provided in **Exhibit B**.
- **Section C:**
Includes a new section of Linden Street, approximately 150-LF, crossing city-owned property to be established as a new ROW. The property ID is 71475. the Owner agrees to fund and construct entire roadway to a total width of 26 feet, as shown in the PD Master Plan. Cost estimates are provided in **Exhibit B**.

To assist in the construction of the Traffic Improvements, the City will make available, at no cost to Owner, the right to use any rights of way or easements held by the City. If offsite easements are required and Owner is unable to obtain all required offsite easements, upon written request and documentation of a good faith effort, the City may consider using its powers of eminent domain to assist with

easement/right of way acquisition.

The driveway connection from Liden Street to Highway 95 will be funded and constructed by the City of Bastrop. All offsite improvements along Highway 95 associated with this driveway connection will also be completed by the City.

234 HWY 95 Improvements. The Owner agrees to coordinate with the Texas Department of Transportation (TxDOT) for the proposed improvements to HWY 95. These improvements will be outlined in detail in *Exhibit F of Attachment "A"*. The Owner will ensure that all work complies with TxDOT standards and will obtain any necessary permits or agreements prior to the commencement of construction. The scope of these improvements will be subject to TxDOT review and approval to meet all state and local requirements. TxDOT permitting will be required before recordation of the Final Plat.

2.4 Property Phasing or Scheduling. The Project may be developed in phases. Individual lots or pads may be developed as they are required by their end uses. Lots may not be built on until public wastewater, water, drainage and street infrastructure becomes available to all of the lots. If project is developed in phases, a phasing plan will be required for permitting with the City.

2.5 Impervious Cover. There shall be a total of no more than **72%** impervious cover on the Property as a whole, impervious cover may be averaged over the entire Property allowing some lots increased impervious cover offset by lots with lesser impervious cover. As part of the development, rainwater harvesting tanks will be incorporated to the greatest extent possible during the site plan phase.

Each lot within the subdivision will have the following lot coverage:

LOTS	SF	IMP	Percent IMP
1	25,901.79	20,721.43	80%
2	69,653.44	62,688.10	90%
3	90,293.92	63,205.74	70%
4	136,410.48	83,210.39	61%

2.6 Easements. All lots will be granted an irrevocable easement along one or more shared access easements. These terms will be included in the Reciprocal Access Easement Agreement covering the Property.

2.7 Development Plan & Construction.

27.1 The City hereby determines that the PD Master Plan shall become non-effective if the Owner does not commence construction of the initial phase of the Project within five (5) years after the Effective Date. Once construction commences, the PD Master Plan shall be effective indefinitely.

27.2 In any event, the PD Master Plan shall remain in effect for at least five (5) years unless Owner sooner requests that it be replaced or terminated.

2.8 Fees. Owner shall pay the City's standard application, review and development fees, as set

out in the City's Fee Schedule Ordinance in effect as of the Effective Date. The City's consultant costs directly and exclusively related to this Agreement shall be reimbursed by the Owner to the City.

- 2.9 Tree Mitigation.** The Owner and Developer shall fully comply with the City of Bastrop tree preservation and mitigation requirements in B3 Code and the B3 Technical Manual Plant List, and shall at the Owner's sole cost provide a tree survey and tree protection and mitigation plan with site development submittals, obtain all required approvals before land disturbance, install and maintain protection at critical root zones, avoid utility and grading impacts to protected and heritage trees, and for any City approved removal of a protected or heritage tree provide mitigation by replanting required caliper inches using approved species or by paying the applicable mitigation fee.

ARTICLE III. UTILITY CAPACITY

The City hereby warrants and represents that the City commits to provide water and wastewater service to the Property, subject to execution of a separate utility agreement between Owner and the City. Furthermore, all water and wastewater utility infrastructure shall be constructed and operated in compliance with said separate utility agreement between Owner and the City.

- 3.1 Wastewater Extension:** The Owner agrees to fund the offsite improvements required for the construction of the wastewater line to Hawthorne Street as shown in *Exhibit G of Attachment "A"*.

The City agrees to grant the Owner the necessary rights to extend the wastewater line through the City's right-of-way (ROW) and easements at no cost to the Owner. These extensions will be carried out in accordance with the City's standards and requirements, and the Owner will coordinate closely with the City to ensure proper installation. Upon completion, the City will assume ownership and maintenance responsibilities for the wastewater line.

ARTICLE IV. APPLICABLE RULES & REGULATIONS

- 4.1 Intent.** The parties intend that this Agreement authorize certain Property uses and development on the Property; provide for the uniform review and approval of plats and development plans for the Property; provide exceptions to certain ordinances; and provide other terms and consideration. It is the intent of the City and Owner that these vested development rights include the character of land uses and the development of the Property in accordance with the standards and criteria set forth in this Agreement and the Code, as modified in accordance with the exceptions set forth in this Agreement.

- 4.2 Applicable Rules.** Each application for a City Permit including a Site Plan, that may be filed with the City for the Project, shall comply with, and shall be reviewed, processed and approved, only in accordance with the terms of the ordinances that were in enacted on or before the Effective Date, except as modified by this Agreement, subject to the exceptions set forth below. The provisions of this Section shall not apply to the following types of City ordinances, rules, and regulations:

- (a) International building, fire electrical, plumbing, or mechanical codes of the type typically found in the City Code;

- (b) Ordinances and regulations for utility connections (other than with regard to utility capacity commitments described in **Article III** of this Agreement); and
- (c) Ordinances and regulations to prevent the imminent destruction of property or injury to persons.

Permit applications subject to (a), (b) and (c) above shall be evaluated according to ordinances in effect at the time of application for the individual permit. However, Owner and City may agree that the applicable submission for a permit or approval be evaluated in accordance with the requirements of a subsequent City ordinance, regulation, or rule.

4.3. Owner's Right to Continue Development.

- 4.3.1** In consideration of Owner's agreements hereunder, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose:
- (a) any moratorium on building or development within the Property; or
 - (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Property.

- 4.3.2** The preceding subsection does not apply to any temporary moratoriums uniformly imposed throughout the City due to an emergency constituting an imminent threat to public health or safety, provided that such moratorium will continue only during the duration of the emergency.

- 4.4 Approvals.** The City agrees that preliminary plats, final subdivision plats and construction documents submitted in accordance with this Agreement will be reviewed, and processed in a timely manner and otherwise in accordance with the Code, as modified by this Agreement.

- 4.3.3** Construction plans consistent with the Code, as modified by this Agreement can be approved prior to approval of final plat. However, construction will not be allowed until the plat has been recorded.

- 4.3.4** The approval of the preliminary plat of all or a portion of the Property shall expire twenty-four (24) months after the City's approval unless:
1. A corresponding final plat on the Property (or a portion of the Property) approved on the preliminary plat is filed; or
 2. An extension is granted by the City.

- 4.5 No Regulation Plan.** The platting process for the Property shall not include a Neighborhood Regulation Plan because it is not necessary for this type of development.

4.6 Site Development Plan Review

- A. **Purpose.** This section establishes a site plan review process for the Property. The purpose of the review is to ensure efficient and safe land development, harmonious use of land, compliance with appropriate design standards, safe and efficient vehicular and pedestrian circulation, parking and loading, and adequate water supply, drainage and storm water management, sanitary facilities, and other utilities and

services.

- B. **Applicability.** Site plan review and approval shall be required for new construction or the significant enlargement or alteration of any exterior dimension of any building, structure, or improvement within the Property.

As used in this section, the term "improvements" shall also include alterations made to land only, such as paving, filling, clearing, or excavating. As used in this section, the term "significant enlargement or alteration" shall mean the construction of structures, or the alteration of land, if such construction or alteration impacts or potentially affects other existing or future land uses, including those on adjacent or nearby land.

The City Manager shall make the initial determination of whether a proposed development, construction, enlargement, or improvement requires a site plan or not.

The site development plan must be prepared by a licensed and registered professional land surveyor, and/or a licensed professional engineer.

No building permit shall be issued for any of the above developments unless a site plan is first approved by the City. No certificate of occupancy shall be issued unless all construction and development conforms to the site plan as approved by the City. A public hearing on a site plan is not required. The fee for a site plan will be determined by the City Manager.

- C. **Site Plan Details.** The site plan shall contain sufficient information relative to site design considerations, including but not limited to the following:
1. Location of existing and proposed building(s), structure(s) or other improvement(s), as well as proposed modifications of the external configuration of the building(s), structure(s) or improvement(s),
 2. Required front, side and rear setbacks from property lines,
 3. Existing or proposed easements or right-of-way, within or abutting the lot where development is being proposed,
 4. The dimensions of any street, sidewalk, alley or other part of the property intended to be dedicated to public use. These dedications must be made by separate instrument and referenced on the site plan,
 5. On and off-site circulation (including truck loading and pickup areas) and fire lanes,
 6. Required parking with dimensions given for layout.
 7. Topography,
 8. Grading,
 9. Landscaping design,
 10. The location and size of existing public water and wastewater lines, fire hydrants and manholes available to service the-proposed development; or, if public service is unavailable, the location and size of existing private on site water and wastewater facilities; and any proposed water and wastewater lines, fire hydrants and manholes required to serve the project,
 11. Location of screening with dimensions and material used,
 12. Engineering for streets and utilities,
 13. The location of the 100-year flood plan on the proposed development site, if

any,

14. Calculations, prepared by a licensed professional engineer, showing the storm water flow (e.g., rate, velocity, location} before and after the proposed construction. Calculations must take into account storm water that currently enters and exits the site,
15. Building elevations,
16. The location and ownership of adjacent properties,
17. If it is the intent to use groundwater under the land, a licensed engineer registered to practice in Texas must certify that adequate groundwater is available to serve the development, and
18. Location of dumpster(s) and screening for dumpster(s).

Provision of the above items shall conform to the principles and standards set forth in this Agreement.

- D. **Principles and standards for site plan review.** The City staff shall review the site plan for compliance with all applicable ordinances (as modified by this Agreement).

Based upon its review, the staff may approve, conditionally approve, request modifications, or deny the site plan based on evaluation of the site plan details with respect to the site plan's compliance with all provisions of this PDD Ordinance, and other ordinances of the City of Bastrop including but not limited to off-street parking and loading, lighting, open space, and the generation of objectionable smoke, flames, noise, odors, dust, glare, vibration, or heat, as such ordinances have been modified by this Agreement (including the Warrants and Development Standards).

4.7. Approval Process.

- A. The Director of Planning and Development, or designee, shall review and approve, approve with conditions, or deny all site plans except for PD, CUP or other districts requiring public hearings. Any decision on a site plan with which the applicant disagrees may be appealed to the Planning and Zoning Commission as set forth in (4.10.B) below.
- B. The City staff shall place the site plan on the regular agenda of the Planning and Zoning Commission within thirty (30) days after the request for appeal. If recommended for approval by the Planning and Zoning Commission, the site plan shall be deemed approved by the City. If the site plan is recommended for denial by the Planning and Zoning Commission, the applicant must request the site plan be placed on the City Council's agenda within ten (10) days from the date the appeal was denied by the Planning and Zoning Commission. The City Council shall have final approval or disapproval on all site plans which are appealed.
- C. If development of a lot with an approved site plan has not commenced within five years of the date of final approval of the site plan, the site plan shall be deemed to have expired. Said review and approval shall be evaluated according to the standards above, taking in to account all changes to applicable ordinances which have occurred subsequent to the prior approval of the site plan.
- D. It is recognized that final architectural and engineering design may necessitate minor

changes in the approved site plan. In such cases, the Director of Planning and Development and City Engineer shall have the authority to approve minor modifications of an approved site plan, provided that such modifications do not materially change the circulation and building location on the site, or any conditions specifically attached as part of a City Council approval.

ARTICLE V. TERM, ASSIGNMENT & AMENDMENT

- 51 Term.** The term of this Agreement will commence on the Effective Date (as defined below) and continue in perpetuity, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City and Owner. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns of Owner that construct the improvements on the Property contemplated hereunder.
- 52 Amendment by Agreement.** This Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written and recorded agreement by the City and the then current owner of the Property. In the event that the Property shall be owned by more than one owner, then this Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written and recorded agreement by the City and the owners of sixty (60%) of the land area of the Property; provided, however, that so long as Owner has an ownership interest in the Property, it shall be required to join in any cancellation, change, amendment or modification of this Agreement.
- 53 Assignment.**
- 53.1** This Agreement shall run with the land. All the Owners and all future owners of all or any portion of the Property, including, without limitation, any affiliates of Owners to which all or any portion of the Property is conveyed and contributed, shall have the benefits of this Agreement, and the Property may be developed as set forth herein without further action by the City; provided, however, that this Agreement may be amended as otherwise set forth herein.
- 53.2** If Owner assigns its rights and obligations as to a portion of the Property, then the rights and obligations of an assignee and Owner will be severable, and Owner will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one Owner, the City may pursue all remedies against that nonperforming Owner as a result of that nonperformance unless and to the limited extent that such nonperformance pertains to a City requirement that also is necessary for the performing Owner's project, which performing Owner may also pursue remedies against the nonperforming Owner.
- 53.3** Upon sale, transfer or conveyance of all or portions hereinafter described Property by the Owner thereof (the owner of each portion of the Property called "Owner" of such portion herein), the duties and obligations of the Owner, as it relates to the transferred Property, shall be assumed by the new owner, and the transferring Owner shall have no further liability relating to such transferred Property.

53.4 The sale, transfer or conveyance of all or portions of the hereinafter described Property by the Owner shall include restrictive covenants that subject the conveyed portions to the terms of this Agreement.

53.5 This Agreement touches and concerns the Property and runs with the land.

54 Cooperation

54.1 The City and Owner shall cooperate with each other as reasonable and necessary to carry out the intent of this Agreement, including, but not limited to the execution of such further documents as may be reasonably required.

54.2 The City agrees to cooperate with Owner, at Owner's expense, in connection with any waivers, permits or approvals Owner may need or desire from Bastrop County, the Texas Commission on Environmental Quality, the Texas Department of Transportation, or any other regulatory authority in order to develop the Project in accordance herewith.

54.3 In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any other actions taken hereunder, Owner and the City agree to cooperate in the defense of such suit or claim, and to use their respective commercially reasonable efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. Each party agrees to pay its own legal fees in connection with any such third party claim.

ARTICLE VI. MISCELLANEOUS PROVISIONS

6.1 Necessary Documents & Actions. Each party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary to effectuate the purposes and intent of this Agreement.

6.2 Severability. In case one or more provisions contained herein are deemed invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions hereof and in such event, this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.3 Applicable Law. This Agreement shall be construed under and in accordance with the laws of The State of Texas.

6.4 Venue. All obligations of the parties created hereunder are performable in Bastrop County, Texas and venue for any action arising hereunder shall be in Bastrop County.

6.5 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto (and their respective successors and assigns), any rights, benefits, or remedies under or by reason of this Agreement.

6.6 Duplicate Originals. This Agreement may be executed in duplicate original, each of equal dignity.

- 6.7 Notices.** Until changed by written notice thereof any notice required under this Agreement may be given to the respective parties, by certified mail, postage prepaid or by hand delivery to the address of the other party shown below:

Owner:

Iron Realty LLC - Bastrop
901 Marly Way
Austin, Texas 78733
Attn: Dr. Pavan Karnati

City of Bastrop:

City of Bastrop, Texas
1311 Chestnut Street
Bastrop, Texas 78602
Attn: City Secretary

- 6.8 Effective Date.** This Agreement shall be effective from and after the date of due execution hereof by all parties.
- 6.9 Binding Effect.** This Agreement and the PD Master Plan bind and benefit the Owner and its successors and assigns.
- 6.10 List of Exhibits.** The following attachments and exhibits are attached hereto and incorporated into this Agreement for all intents and purposes.
- 6.11 Force Majeure.** Owner and the City agree that the obligations of each party shall be subject to force majeure events such as unavailability of materials, labor shortages, natural calamity, fire or strike.
- 6.12 Estoppel Certificates.** From time to time upon written request by any seller or purchaser of all or a portion of the Property, or any lender or prospective lender of the Owner or its assignees, the City shall execute a written estoppel certificate to such seller or purchaser stating, if true that the City has not given or received any written notices alleging any events of default under this Agreement.

Attachment “A”

Exhibit A.....Property Legal Description
Exhibit BPD Master Plan & Proposed Lot Subdivision
Exhibit CArchitectural Renderings
Exhibit D.....Warrants
Exhibit ELinden Street Improvements by City
Exhibit F.....HWY 95 Improvements
Exhibit G.....Offsite Wastewater Improvements
Exhibit H.....Form of Completion Agreement

[Signatures on following page.]

THE UNDERSIGNED PARTIES HEREBY EXECUTE THIS AGREEMENT :

CITY OF BASTROP, TEXAS:

Iron Realty LLC - Bastrop

by: _____
_____, Mayor

by: _____
Dr. Pavan Karnati, Manager

Date of Execution

Date of Execution

ATTEST:

ATTEST:

by: _____
_____, City Secretary

by: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

by: _____
_____, Attorney for
City of Bastrop, Texas

by: _____
Dr. Pavan Karnati, Counsel for
Iron Realty LLC - Bastrop

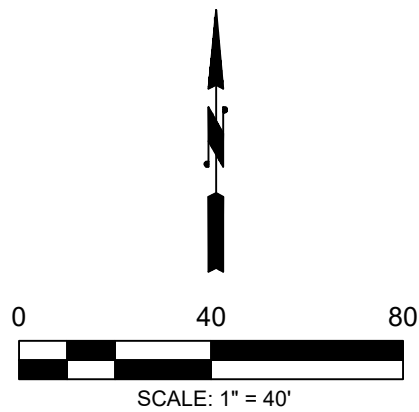
ATTACHMENT “A”

EXHIBIT “A”

PROPERTY LEGAL DESCRIPTION

TOPOGRAPHIC
TREE SURVEY
OF 7.398 ACRES
LOT 3
STEEL YARD SUBDIVISION
CABINET 2, PAGE 358A
DOCUMENT NO. 202125841
OFFICIAL PUBLIC RECORDS OF
BASTROP COUNTY, TEXAS

Item 8A.



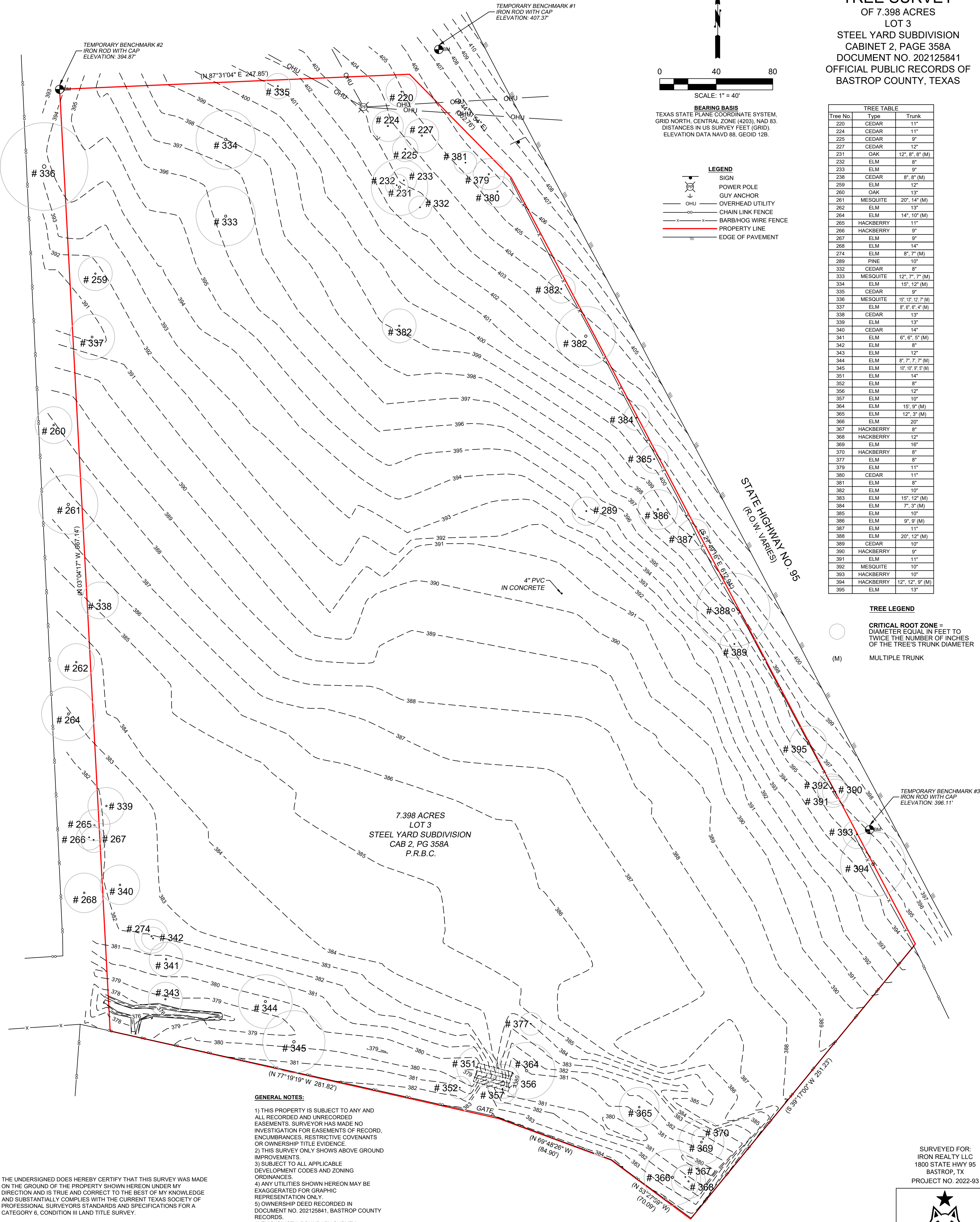
BEARING BASIS
TEXAS STATE PLANE COORDINATE SYSTEM,
GRID NORTH, CENTRAL ZONE (4203), NAD 83.
DISTANCES IN US SURVEY FEET (GRID).
ELEVATION DATA NAVD 88, GEOID 12B.

- LEGEND**
- SIGN
 - POWER POLE
 - GUY ANCHOR
 - OVERHEAD UTILITY
 - CHAIN LINK FENCE
 - BARB/HOG WIRE FENCE
 - PROPERTY LINE
 - EDGE OF PAVEMENT

TREE TABLE		
Tree No.	Type	Trunk
220	CEDAR	11"
224	CEDAR	11"
225	CEDAR	9"
227	CEDAR	12"
231	OAK	12", 8", 8" (M)
232	ELM	8"
233	ELM	9"
238	CEDAR	8", 8" (M)
259	ELM	12"
260	OAK	13"
261	MESQUITE	20", 14" (M)
262	ELM	13"
264	ELM	14", 10" (M)
265	HACKBERRY	11"
266	HACKBERRY	9"
267	ELM	9"
268	ELM	14"
274	ELM	8", 7" (M)
289	PINE	10"
332	CEDAR	8"
333	MESQUITE	12", 7", 7" (M)
334	ELM	15", 12" (M)
335	CEDAR	9"
336	MESQUITE	15", 13", 12", 7" (M)
337	ELM	8", 6", 6", 4" (M)
338	CEDAR	13"
339	ELM	13"
340	CEDAR	14"
341	ELM	6", 6", 5" (M)
342	ELM	8"
343	ELM	12"
344	ELM	8", 7", 7", 7" (M)
345	ELM	10", 10", 9", 5" (M)
351	ELM	14"
352	ELM	8"
356	ELM	12"
357	ELM	10"
364	ELM	15", 9" (M)
365	ELM	12", 3" (M)
366	ELM	20"
367	HACKBERRY	8"
368	HACKBERRY	12"
369	ELM	16"
370	HACKBERRY	8"
377	ELM	8"
379	ELM	11"
380	CEDAR	11"
381	ELM	8"
382	ELM	10"
383	ELM	15", 12" (M)
384	ELM	7", 3" (M)
385	ELM	10"
386	ELM	9", 9" (M)
387	ELM	11"
388	ELM	20", 12" (M)
389	CEDAR	10"
390	HACKBERRY	9"
391	ELM	11"
392	MESQUITE	10"
393	HACKBERRY	10"
394	HACKBERRY	12", 12", 9" (M)
395	ELM	13"

TREE LEGEND

- CRITICAL ROOT ZONE** =
DIAMETER EQUAL IN FEET TO
TWICE THE NUMBER OF INCHES
OF THE TREE'S TRUNK DIAMETER
- (M) MULTIPLE TRUNK



GENERAL NOTES:

- 1) THIS PROPERTY IS SUBJECT TO ANY AND ALL RECORDED AND UNRECORDED EASEMENTS. SURVEYOR HAS MADE NO INVESTIGATION FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS OR OWNERSHIP TITLE EVIDENCE.
- 2) THIS SURVEY ONLY SHOWS ABOVE GROUND IMPROVEMENTS.
- 3) SUBJECT TO ALL APPLICABLE DEVELOPMENT CODES AND ZONING ORDINANCES.
- 4) ANY UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR GRAPHIC REPRESENTATION ONLY.
- 5) OWNERSHIP DEED RECORDED IN DOCUMENT NO. 202125841, BASTROP COUNTY RECORDS.
- 6) THIS IS NOT A BOUNDARY SURVEY.

FLOOD INFORMATION

PER WWW.FEMA.GOV, THIS PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN MAP NUMBER 48021C0225E, DATED 01/19/2006.

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 6, CONDITION III LAND TITLE SURVEY.

DATE OF LAST FIELD WORK: JUNE 25, 2022

MATTHEW LEE TAYLOR, R.P.L.S. NO. 6848 12/07/2024
FIRM NO. 10194675

DRAWN BY: MLT REVIEWED BY: MLT
FIELD CREW: JS/JT
REVISION #:



SURVEYED FOR:
IRON REALTY LLC
1800 STATE HWY 95
BASTROP, TX
PROJECT NO. 2022-93



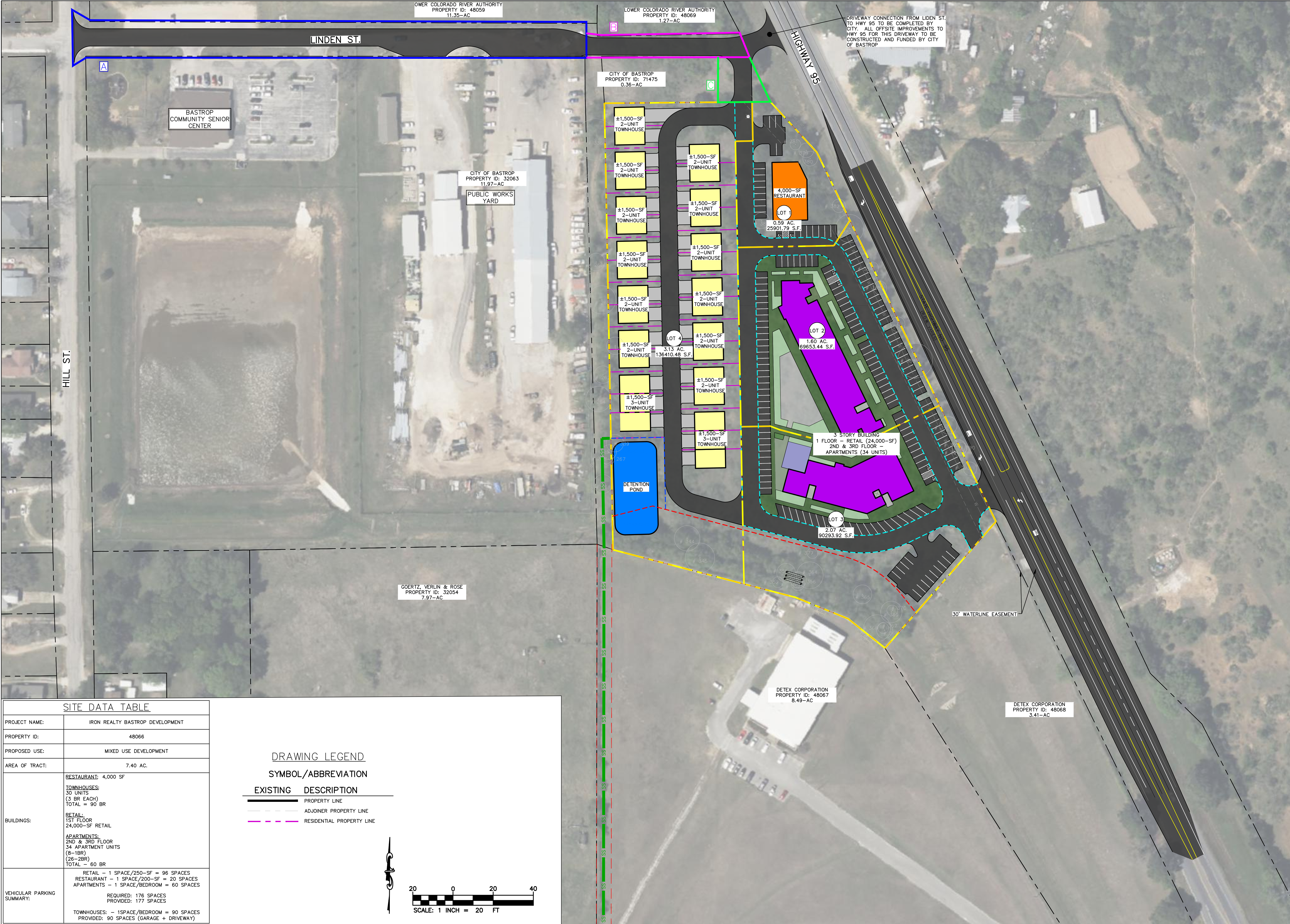
LAND SURVEYING, LLC
163 Cool Water Dr.
Bastrop, TX 78403
512-718-5868, Firm # 10194675
Lonewolflandsurveying.com

ATTACHMENT “A”

EXHIBIT “B”

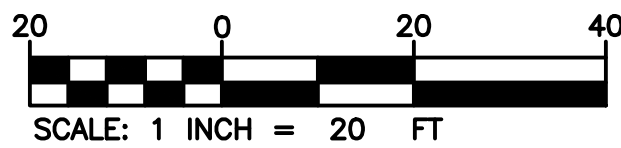
PD MASTER PLAN & PROPOSED LOT SUBDIVISION

Z:\Shared\Paradise\Paradise Engineers\Projects\20230603 - Iron Realty Bastrop Development\CAD\Exhibits\2026 01 05-Iron Bastrop - Concept Planning SITE January 05, 2026 6:57 PM.sxd



SITE DATA TABLE	
PROJECT NAME:	IRON REALTY BASTROP DEVELOPMENT
PROPERTY ID:	48066
PROPOSED USE:	MIXED USE DEVELOPMENT
AREA OF TRACT:	7.40 AC.
BUILDINGS:	RESTAURANT: 4,000 SF TOWNHOUSES: 30 UNITS (3 BR EACH) TOTAL = 90 BR RETAIL: 1ST FLOOR 24,000-SF RETAIL APARTMENTS: 2ND & 3RD FLOOR 34 APARTMENT UNITS (9-1BR) (26-2BR) TOTAL = 60 BR
VEHICULAR PARKING SUMMARY:	RETAIL - 1 SPACE/250-SF = 96 SPACES RESTAURANT - 1 SPACE/200-SF = 20 SPACES APARTMENTS - 1 SPACE/BEDROOM = 60 SPACES REQUIRED: 176 SPACES PROVIDED: 177 SPACES TOWNHOUSES: - 1SPACE/BEDROOM = 90 SPACES PROVIDED: 90 SPACES (GARAGE + DRIVEWAY)

DRAWING LEGEND	
SYMBOL/ABBREVIATION	
EXISTING	DESCRIPTION
	PROPERTY LINE
	ADJOINER PROPERTY LINE
	RESIDENTIAL PROPERTY LINE



REVISIONS	
REVISION	DESCRIPTION
6	7TH DRAFT SUBMITTAL TO CLIENT - LINDEN ST. IMPROVEMENTS
7	8TH DRAFT SUBMITTAL - PDD
8	9TH DRAFT SUBMITTAL - PDD
9	10TH DRAFT SUBMITTAL - PDD
10	11TH DRAFT SUBMITTAL - PDD
11	12TH DRAFT SUBMITTAL - PDD

EXHIBIT B - PD MASTER PLAN

CROSSINGS @ 95
PROPERTY ID: 48066
CITY OF BASTROP, TX

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, MARK-UP, AND/OR DRAFTING UNDER THE AUTHORITY OF MAHMOUD SAM DEHAYBI, P.E. #135725

ON JANUARY 5, 2026, IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

DESIGN	DRAWN	CHKD
SS	SS	MSD

JOB No. 2023063

SHEET
1A OF 4

Item 8A.

38

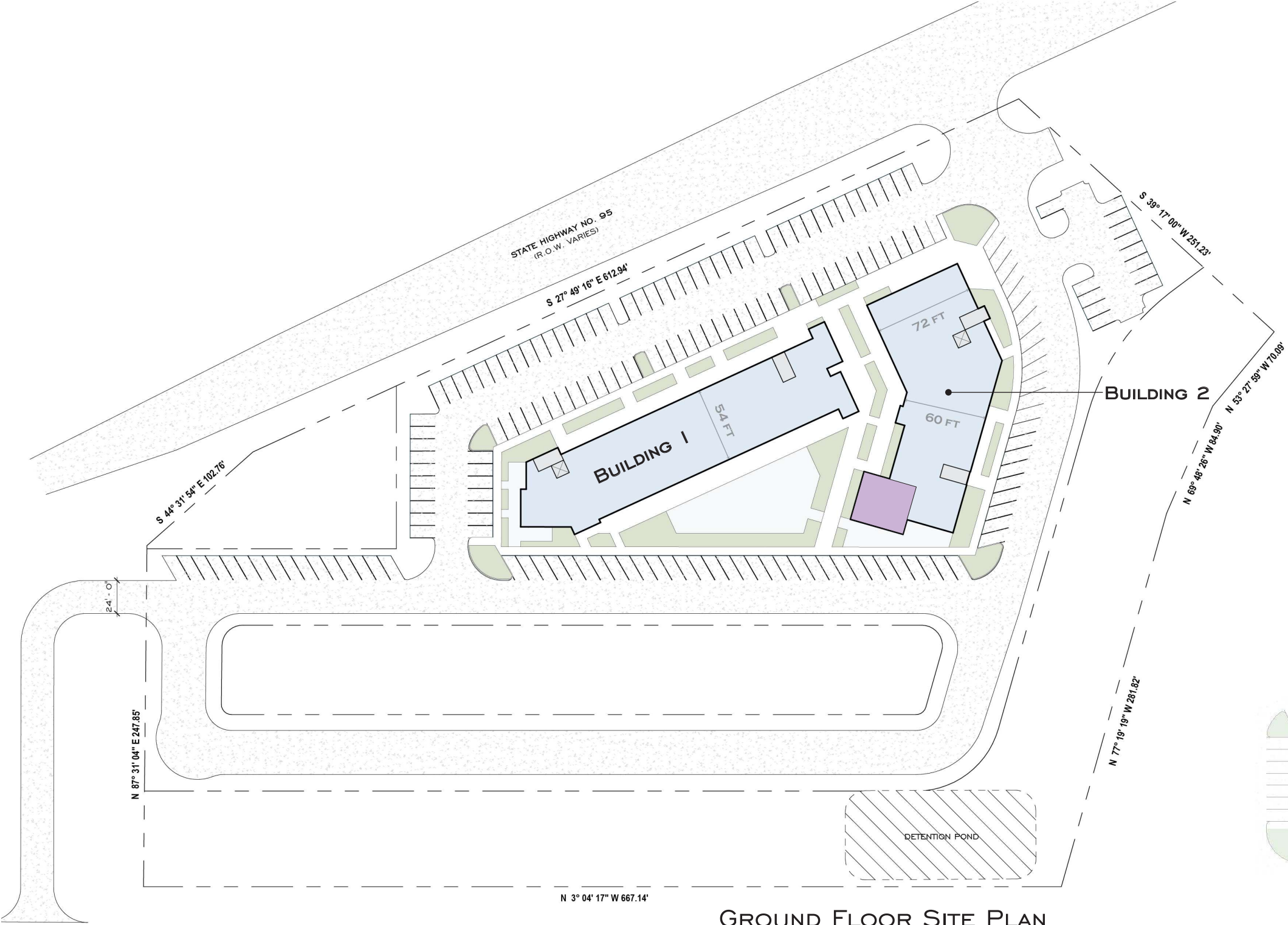
PRELIMINARY NOT FOR CONSTRUCTION

SITE DATA TABLE	
PROJECT NAME:	IRON REALTY BASTROP DEVELOPMENT
PROPERTY ID:	48066
PROPOSED USE:	MIXED USE DEVELOPMENT
AREA OF TRACT:	7.40 AC.
BUILDINGS:	<p><u>RESTAURANT:</u> 4,000 SF</p> <p><u>TOWNHOUSES:</u> 30 UNITS (3 BR EACH) TOTAL = 90 BR</p> <p><u>RETAIL:</u> 1ST FLOOR 24,000-SF RETAIL</p> <p><u>APARTMENTS:</u> 2ND & 3RD FLOOR 34 APARTMENT UNITS (8-1BR) (26-2BR) TOTAL - 60 BR</p>
VEHICULAR PARKING SUMMARY:	<p>RETAIL - 1 SPACE/250-SF = 96 SPACES RESTAURANT - 1 SPACE/200-SF = 20 SPACES APARTMENTS - 1 SPACE/BEDROOM = 60 SPACES</p> <p>REQUIRED: 176 SPACES PROVIDED: 177 SPACES</p> <p>TOWNHOUSES: - 1SPACE/BEDROOM = 90 SPACES PROVIDED: 90 SPACES (GARAGE + DRIVEWAY)</p>

ATTACHMENT “A”

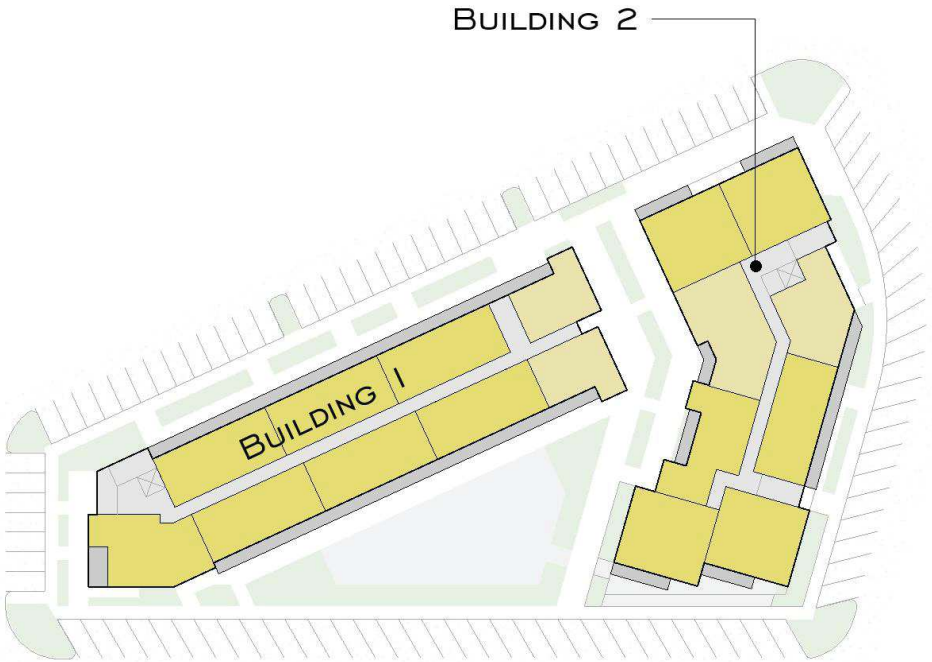
EXHIBIT “C”

ARCHITECTURAL RENDERINGS

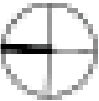


GROUND FLOOR SITE PLAN

BUILDING 1				BUILDING 2			
COMMERCIAL				RESIDENTIAL			
TYPE	LEVEL	NET SF PER LEVEL		TYPE	LEVEL	NET SF PER LEVEL	
RETAIL	1	13,333 SF		RETAIL	1	10,686 SF	
CORRIDOR+ STAIR + ELEV.		500 SF		LEASING OFFICE	1	1,438 SF	
CORRIDOR+ STAIR + ELEV.		500 SF		CORRIDOR+ STAIR + ELEV.		500 SF	
GROSS SF.		13,833 SF		GROSS SF.		12,624 SF	
RESIDENTIAL				RESIDENTIAL			
TYPE	UNIT COUNT	LEVEL	NET SF PER LEVEL	TYPE	UNIT COUNT	LEVEL	NET SF PER LEVEL
1 BED	2	2 & 3	1,919 SF	1 BED	2	2 & 3	2,967 SF
2 BED	7	2 & 3	9,687 SF	2 BED	6	2 & 3	8,476 SF
		9	11,606 SF			8	11,443 SF
CORRIDOR+ STAIR + ELEV.		2,304 SF		CORRIDOR+ STAIR + ELEV.		1,612 SF	
GROSS SF.		13,910 SF		GROSS SF.		13,055 SF	
BALCONIES		2,327 SF		BALCONIES		1,258 SF	
TOTAL AREA PER FLOOR		16,237 SF		TOTAL AREA PER FLOOR		14,313 SF	
RESIDENTIAL:				RESIDENTIAL:			
11,606 SF X 2 BUILDING STORY		23,212 SF		11,443 SF X 2 BUILDING STORY		22,886 SF	
R. GROSS AREA:				R. GROSS AREA:			
13,910 SF X 2 BUILDING STORY		27,820 SF		13,055 SF X 2 BUILDING STORY		26,110 SF	



TYP. RESIDENTIAL FLOOR (2-3)



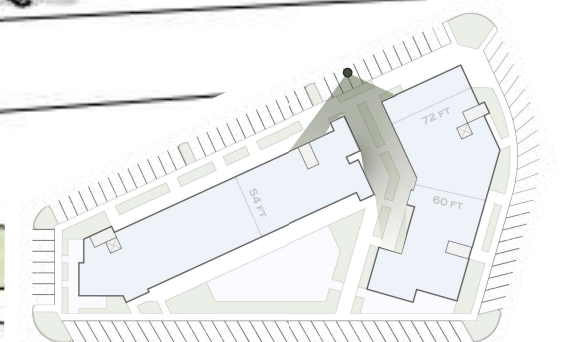


VIEW 1

View 1 - Program



View 2 - Program



Exterior Rendering

IRON REALTY BASTROP
HIGHWAY 95, PROPERTY ID 48066
BASTROP, TX 78602



Exterior Rendering



Exterior Rendering

IRON REALTY BASTROP
HIGHWAY 95, PROPERTY ID 48066
BASTROP, TX 78602



Exterior Rendering

IRON REALTY BASTROP
HIGHWAY 95, PROPERTY ID 48066
BASTROP, TX 78602

col^{ab}
STUDIO



Exterior Rendering

ATTACHMENT “A”

EXHIBIT “D”

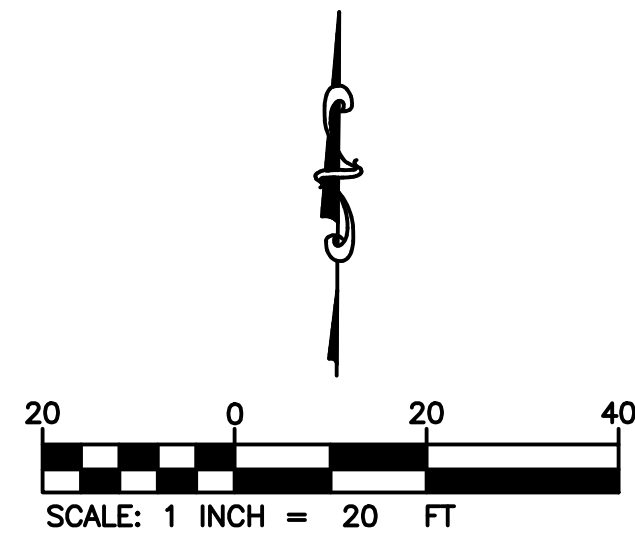
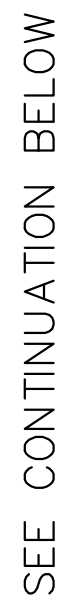
WARRANTS

B3 Code Section	Description	Proposed Alternative
3.2.008 Sidewalks	Min. 5' sidewalks on both sides of street or one 10' sidewalk on side of street	Due to the minimum right-of-way for Liden Street, no additional sidewalk is required for the existing section of Liden Street (Section 2.3.3 A). And a 5-foot sidewalk is required only on the south side of the new portion of Liden Street (Sections 2.3.3 B and C).
6.3.005(b) (3)	For Corner Lots, driveways must be located in the Secondary Frontage	Two Connections provided @ Linden & HWY 95
6.3.006(b) (2a)	Minimum parking space as measuring ten feet by twenty feet (10' x 20').	Minimum parking space will be measured at nine feet by eighteen feet (9' x 18').
6.3.006(b) (8)	Requires all parking to be screened either by buildings or other screening material	Not Required
6.3.008(d)	Max first floor story of a commercial building cannot exceed 25' from floor to ceiling	Maximum ceiling heights shall be up to 35'.
6.5.003	-70 percent max lot coverage; -60% minimum buildout at build-to-line; -Build-to-line is 5-15 ft	Per section 2.5
7.1.002(k)	To prevent future conflicts regarding Street maintenance, private Streets are prohibited, except where justified by special considerations.	Allowing for streets to be privately owned, managed, and maintained is fiscally sustainable.

ATTACHMENT “A”

EXHIBIT “E”

LINDEN STREET IMPROVEMENTS



DRIVEWAY CONNECTION FROM LIDEN ST.
TO HWY 95 TO BE COMPLETED BY
CITY. ALL OFFSITE IMPROVEMENTS TO
HWY 95 FOR THIS DRIVEWAY TO BE
CONSTRUCTED AND FUNDED BY CITY
OF BASTROP

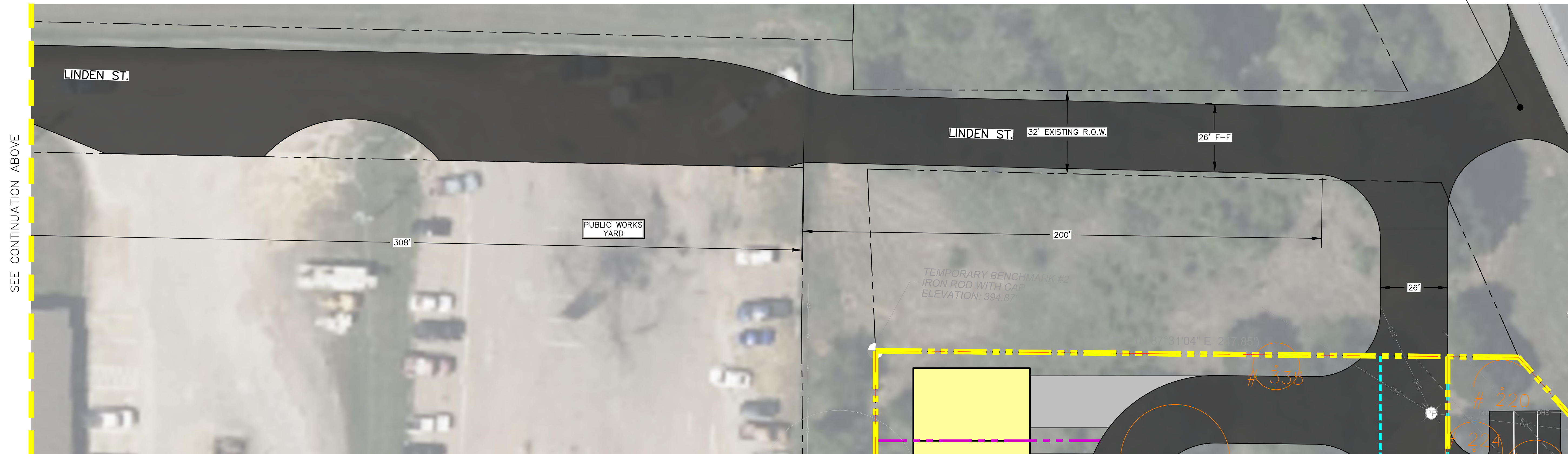


EXHIBIT E - LINDEN STREET IMPROVEMENTS

CROSSINGS @ 95
PROPERTY ID: 48066
CITY OF BASTROP, TX

THIS DOCUMENT IS RELEASED FOR
THE PURPOSE OF INTERIM REVIEW
MARK-UP, AND/OR DRAFTING
UNDER THE AUTHORITY OF
MAHMOUD SAM DEHAYBI, P.E.
#135725
ON JANUARY 5 2026.
IT IS NOT TO BE USED FOR
CONSTRUCTION, BIDDING, OR
PERMIT PURPOSES.

DESIGN	DRAWN	CHKD
SS	SS	MSD

JOB No. 2023063

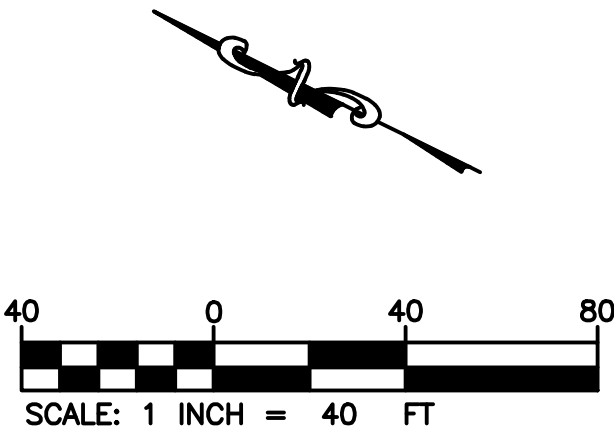
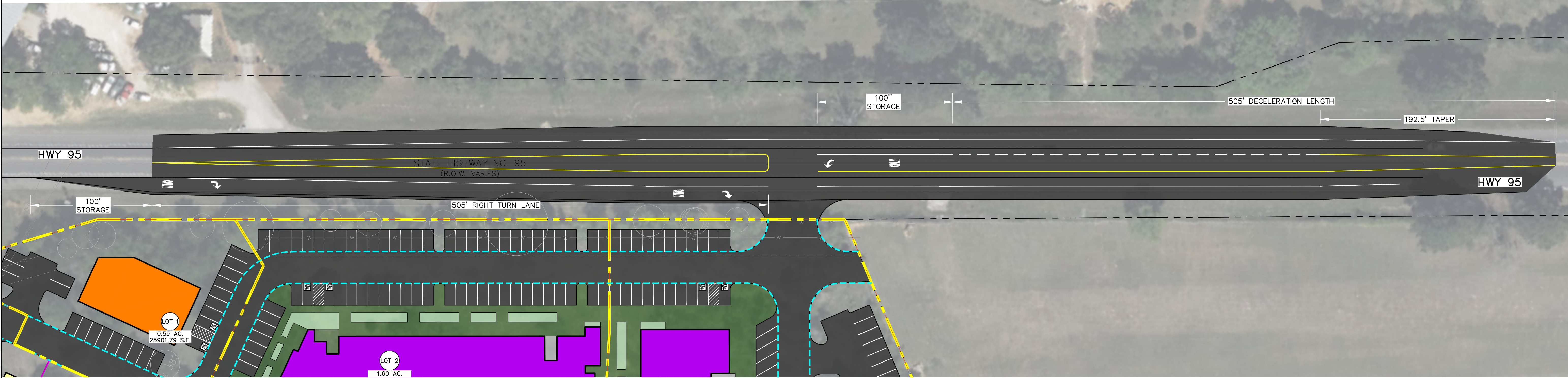
SHEET
2 OF 4

ATTACHMENT “A”

EXHIBIT “F”

HWY 95 IMPROVEMENTS

Z:\Shared\Paradise\Paradise Engineers\Project\2023063 - Ion Realty Bastrop Development\CAD\Exhibit\2028 01 05-Ion Bastrop - Concept Plan.dwg, SITE (3), January 05, 2028, 6:59 PM, csham



<div>EXHIBIT F - HWY 95 IMPROVEMENTS</div> <div>CROSSINGS @ 95</div> <div>PROPERTY ID: 48066</div> <div>CITY OF BASTROP, TX</div>			REVISIONS					
			REVISION	DESCRIPTION	DATE			
			6	7TH DRAFT SUBMITTAL TO CLIENT - LINDEN ST. IMPROVEMENTS	DEC 06, 24			
			7	8TH DRAFT SUBMITTAL - PDD	AUG 07, 25			
			8	9TH DRAFT SUBMITTAL - PDD	AUG 22, 25			
			9	10TH DRAFT SUBMITTAL - PDD	SEP 18, 25			
			10	11TH DRAFT SUBMITTAL - PDD	JAN 2, 26			
			11	12TH DRAFT SUBMITTAL - PDD	JAN 5, 26			
			THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, MARK-UP, AND/OR DRAFTING UNDER THE AUTHORITY OF MAHMOUD SAM DEHAYBI, P.E. #135725 ON JANUARY 5 2026. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.					
			DESIGN SS	DRAWN SS	CHKD MSD	JOB No. 2023063		
SHEET			3 OF 4					



PARADISE
ENGINEERS

Item BA.

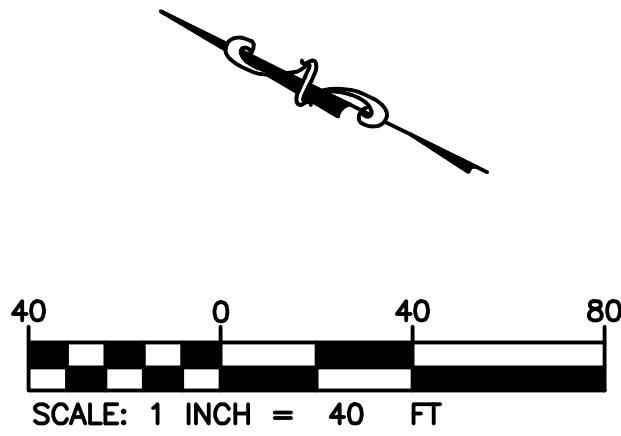
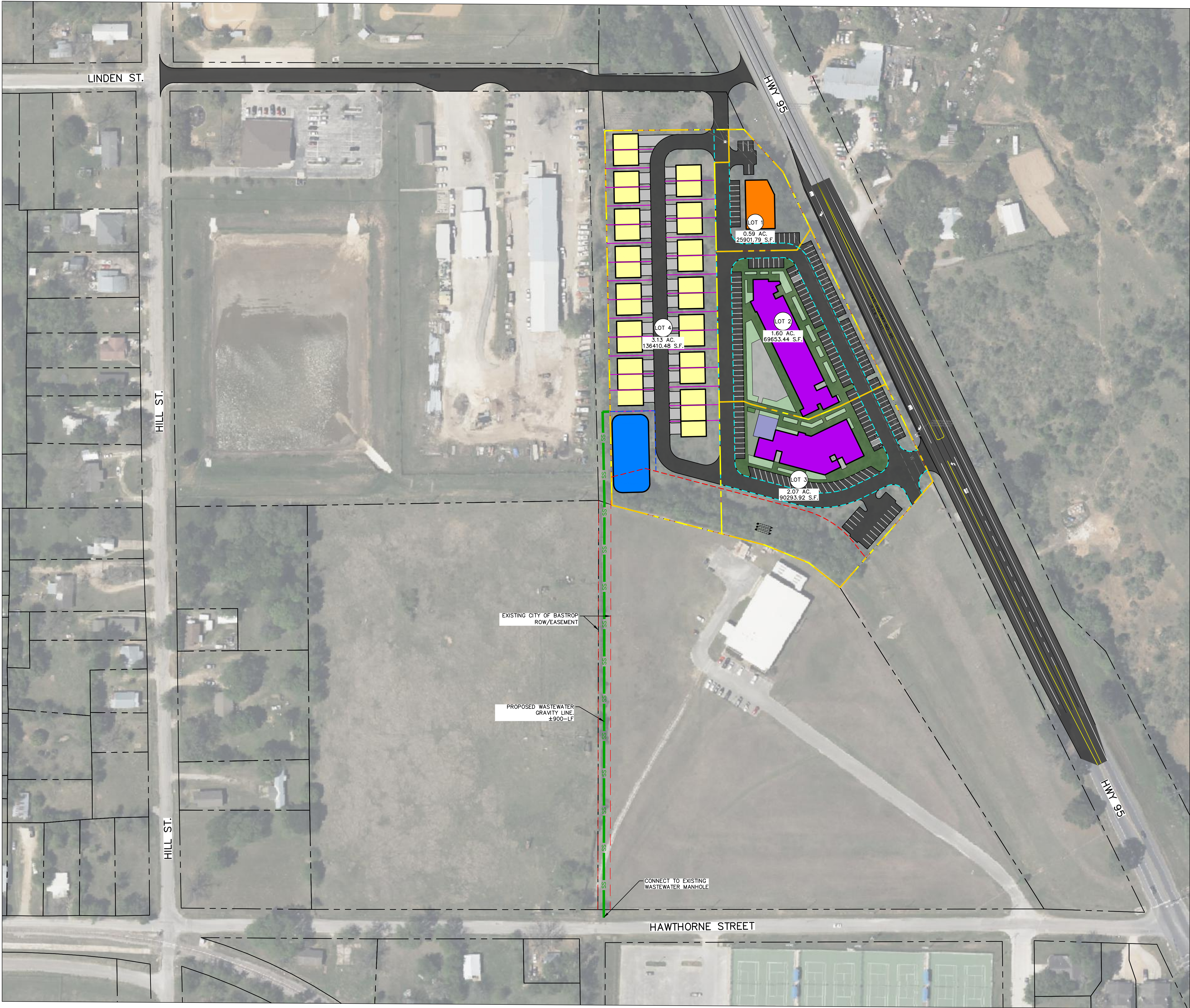
WWW.PARADISE-ENGINEERS.COM
INFO@PARADISE-ENGINEERS.COM
TYPE: FIRM NO. F-24

ATTACHMENT “A”

EXHIBIT “G”

OFFSITE WASTEWATER LINE IMPROVEMENTS

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REVISIONS		
REVISION	DESCRIPTION	DATE
6	7TH DRAFT SUBMITTAL TO CLIENT - LINDEN ST. IMPROVEMENTS	DEC 06, 24
7	8TH DRAFT SUBMITTAL - PDD	AUG 07, 25
8	9TH DRAFT SUBMITTAL - PDD	AUG 22, 25
9	10TH DRAFT SUBMITTAL - PDD	SEP 18, 25
10	11TH DRAFT SUBMITTAL - PDD	JAN 2, 26
11	12TH DRAFT SUBMITTAL - PDD	JAN 5, 26

EXHIBIT G - OFFSITE WASTEWATER IMPROVEMENTS

CROSSINGS @ 95
PROPERTY ID: 48066
CITY OF BASTROP, TX

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, MARK-UP, AND/OR DRAFTING UNDER THE AUTHORITY OF MAHMOUD SAM DEHAYBI, P.E. #135725
ON JANUARY 5, 2028.
IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

DESIGN	DRAWN	CHKD
SS	SS	MSD
JOB No. 2023063		
SHEET		
2	OF	4



ATTACHMENT “A”

EXHIBIT “H”

FORM OF COMPLETION AGREEMENT



STAFF REPORT

MEETING DATE: January 13, 2026

TITLE:

Consider and act on Resolution No. 2026-01, amending the Master Fee Schedule, General Provisions - Cemetery, to modify the fees for the Fairview Cemetery columbarium niches and fees associated with columbarium operations, as attached in Exhibit A.

AGENDA ITEM SUBMITTED BY:

Judy Sandroussi, Director of Finance

BACKGROUND/HISTORY:

The City of Bastrop, Texas, is a Home-Rule municipal corporation with the authority granted by the State of Texas to control, manage, and oversee the operation of its municipal cemetery, locally known as Fairview Cemetery.

The Fairview Cemetery Advisory Board is the advisory body appointed by the Mayor, and confirmed by City Council, to make recommendations to the City Council concerning policies, rules, regulations, and matters related to the proper operations of the Fairview Cemetery, for the benefit of the Bastrop community.

The Fairview Cemetery Advisory board met on December 3, 2025, to evaluate and consider whether to recommend that City Council amend the cemetery fees to reflect an increase in the costs for the opening and closing of the columbarium niches, establish a fee for a 12X12 columbarium niche, and modify the verbiage in the Fee Schedule to specify the currently adopted columbarium niche fee is for 8X8 niches.

After careful evaluation of information related to the proper operation of Fairview Cemetery and the City's costs for operating and maintaining the cemetery, the Cemetery Advisory Board determined that an amendment to the fees should be recommended to the City Council.

The proposed changes are:

Cost of one (1) 8x8 columbarium niche – Resident of the City of Bastrop	\$1,750
Cost of one (1) 8x8 columbarium niche – Non-Resident of the City of Bastrop	\$2,000
Cost of one (1) 12x12 columbarium niche – Resident of the City of Bastrop	\$3,300
Cost of one (1) 12x12 columbarium niche – Non-Resident of the City of Bastrop	\$4,000
Opening and closing of columbarium niche	\$200/occurrence

RECOMMENDATION:

Move to approve Resolution No. 2026-01, amending the Master Fee Schedule, General Provisions - Cemetery, to modify the fees for the Fairview Cemetery columbarium niches and fees associated with columbarium operations, as attached in Exhibit A.

ATTACHMENTS:

1. Resolution No. 2026-01
2. Revised Master Fee Schedule

RESOLUTION NO. R-2026-01

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, AMENDING THE MASTER FEE SCHEDULE, GENERAL PROVISIONS-CEMETERY, TO MODIFY THE FEES FOR THE FAIRVIEW CEMETERY COLUMBARIUM NICHES AND FEES ASSOCIATED WITH COLUMBARIUM OPERATIONS, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop (the “City”) is a home-rule municipality located in Bastrop County, Texas, empowered by the State of Texas to control, manage, and oversee the operation of its municipal cemetery, locally known as Fairview Cemetery; and

WHEREAS, the cemetery offers various services to the public at rates established in the Master Fee Schedule; and

WHEREAS, the Fairview Cemetery Advisory Board is the advisory body appointed by the Mayor, and confirmed by City Council, to make recommendations to the City Council concerning policies, rules, regulations, and matters related to the proper operations of the Fairview Cemetery, for the benefit of the Bastrop community; and

WHEREAS, the Fairview Cemetery Advisory Board met on December 3, 2025, to review and corroborate recommended amendments to the Cemetery Fee Schedule; and

WHEREAS, Ordinance No. 2025-16 allows for the adoption of fees to the Master Fee Schedule by resolution; and

WHEREAS, the Bastrop City Council has determined that the changes recommended by the Director of Finance and supported by the Cemetery Board are in the best interest of the City and its citizens and should be adopted.

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

Section 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. Exhibit A Master Fee Schedule – Cemetery is hereby amended as set forth with underlines being additions and ~~strikethroughs~~ being deletions as reflected in Exhibit A.

- 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. Severability:** Should any portion or part of this Resolution be held invalid for any reason or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.
- Section 5. Effective Date:** This Resolution shall take effect immediately from and after its passage.
- Section 6. Proper Notice & Meeting:** The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 13th day of January 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscerello, City Secretary

APPROVED AS TO FORM:

City Attorney

Denton Navarro Rocha Bernal & Zech, P.C.



EXHIBIT A

Item 8B.

Signs	
Off-Premises Sign (Billboard) Repair	\$452
Repair or reface of existing sign cabinet	\$85
Building Signs (structural): Awning, Band (wall), Blade, Marquis, Outdoor Display Case, Construction Site (plus 5% administration fee)	\$106 plus \$1 per square foot
Building Signs (non-structural): Nameplate, Window (plus 5% administration fee)	\$56 plus \$1 per square foot
Small Freestanding Signs: Yard, Directional	\$60
Large Freestanding Signs: Monument, Pylon, Development Information, Construction Site (plus 5% administration fee)	\$206 plus \$2/ft. of sign height and \$2/sq. ft. of sign area
Banner	\$60
Sidewalk Sign	\$60
Master Sign Plan Review	\$531
Administrative Sign Variance Review	\$1,056
ZBA Sign Variance Review	\$3,681
Work without Permit	100% the fee per sign type

Historic Preservation	
Certificate of Appropriateness	\$58.50
Certificate of Appropriateness - Demolition or Relocation	\$111
Work without Certificate of Appropriateness	\$500 per violation per day

*In accordance with Article 1.14 Professional and Consulting Fees or approved professional agreement

** Based on certified cost estimate provided by engineer of record and approved by the City

CEMETERIES

Description	Amount of fee/Dep
Fairview Cemetery	
Cost of one (1) plot – Resident of the City of Bastrop	\$2,500
Cost of one (1) plot – Non-Resident of the City of Bastrop	\$5,000
Cost of one (1) <u>8X8</u> columbarium niche – Resident of the City of Bastrop	\$1,750
Cost of one (1) <u>8X8</u> columbarium niche – Non-Resident of the City of Bastrop	\$2,000
<u>Cost of one (1) 12X12 columbarium niche – Resident of the City of Bastrop</u>	<u>\$3,300</u>
<u>Cost of one (1) 12X12 columbarium niche – Non-Resident of the City of Bastrop</u>	<u>\$4,000</u>
80% of the fee is deposited into the Operating fund	
20% of the fee is deposited into the Permanent Fund	
Recording Fee	\$30

EXHIBIT A

Permit Fee	\$25
------------	------

Item 8B.

Burial Open/Close fees	
<u>Opening and closing of columbarium niche</u>	<u>\$200/occurrence</u>
Adult burial	\$1,520
Double depth burial	\$1,820
Infant/cremations burial	\$1,160
Weekend surcharge	\$125
Holiday surcharge	\$600
Disinterment/Re-interment	\$1,450 each
Liners	\$750
Setup fee	\$640
Updated: Ordinance 2025-06 02/25/2025	



STAFF REPORT

MEETING DATE: January 13th, 2026

TITLE:

Consider action to approve Resolution No. R-2026-05 of the City Council of the City of Bastrop, Texas, allowing for the installation of six speed limit signs on Agnes St, three facing eastbound and three facing westbound at the longitude and latitude points of those in the attached exhibit, installed by the Streets and Drainage department. Authorizing the Chief of Police to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Vicky Steffanic, Chief of Police

BACKGROUND/HISTORY:

Agnes Street is a local roadway in Bastrop, Texas, located south of State Highway 71. Agnes street recently opened to through traffic upon completion of the project that involved widening and extending the street to improve east–west connectivity and support growth in the southern part of the city.

In accordance with the City of Bastrop Code of Ordinances, this resolution is being brought forward to allow for the installation of traffic control signs and for the signs to be added to the official City inventory maintained by the City Secretary. Additionally, the six (6) speed limit signs will post the prima facie speed limit of 30 miles per hour. These signs are being installed along Agnes Street to promote safety, consistency, and efficient traffic flow for motorists using the corridor.

FISCAL IMPACT:

Labor for speed sign implementation.

RECOMMENDATION: Recommend approval of Resolution No. R2026-05 allowing the City of Bastrop to install and accurately record each 30MPH speed limit sign.

ATTACHMENTS:

1. Images depicting the locations of each sign
2. GPS Coordinates of each sign on the Agnes Street corridor

RESOLUTION NO. R-2026-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS RELATED TO CHAPTER 12 TITLED "TRAFFIC AND VEHICLES" ARTICLE 12.04.001 TITLED "OFFICIAL TRAFFIC CONTROL DEVICE INVENTORY" ALLOWING FOR THE INSTALLATION OF SIX (6) SPEED LIMIT SIGNS (PRIMA FACIA 30 MPH) THROUGHOUT THE CORRIDOR OF THE NEWLY OPENED AGNES STREET, INSTALLED BY STREETS AND DRAINAGE, AUTHORIZING THE CHIEF OF POLICE TO EXECUTE ALL NECESSARY DOCUMENTS PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop ("City") has the responsibility to address any public safety concerns; and

WHEREAS, Agnes Street is a public roadway in Bastrop, Texas, located south of State Highway 71 that is within the incorporated limits of the city; and

WHEREAS, Agnes street recently opened to through traffic following completion of a project that widened and extended the roadway to improve east–west connectivity and support continued growth in the southern part of the city.

WHEREAS, speed limit signs are installed to promote safety, consistency, and efficiency on roadways; and

WHEREAS, in accordance with Article 12.04.001 titled "Official Traffic Control Device Inventory" the proposal will be presented before city council as a resolution, enabling the approved traffic control devices to be installed and added as a living document on file with the City secretary; and

WHEREAS, the City Council has exclusive control over and under its public streets and may control or regulate certain aspects of the movement of vehicles pursuant to Texas Transportation Code Chapter 311; and

WHEREAS, the city has the full power of local self-government as recognized by Tex. Loc. Gov't Code § 51.072; and

WHEREAS, the City Council finds the attached reasonable and necessary.

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

Section 1: That the Chief of Police is hereby authorized to execute all necessary documents and forward to the City Secretaries office to be maintained on file. And the streets and drainage department shall erect the speed limit signs throughout the corridor of Agnes Street at the listed GPS coordinates (30o6'17" N / 97o20'7" W, 30o6'17" N/ 97o20'23" W, 30o6'25" N/ 97o20'42" W, 30o6'27" N / 97o21'1" W, 30o6'23" N / 97o20'39" W, 30o6'16" N / 97o20'20" W)

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of January, 2026.

APPROVED:

Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

City Attorney

SEE ATTACHED FOR GPS COORDINATES.

Item 8C.



- On the north side of the street (for westbound traffic) –

1. Just west of S. Hasler Blvd

- 30o6'17" N
- 97o20'7" W

2. Across from Sterling Dr

- 30o6'17" N
- 97o20'23" W

3. Just west of the private hospital drive/new Blacktail Dr extension

- 30o6'25" N
- 97o20'42" W

- On the south side of the street (for eastbound traffic) –

4. ~~1.~~ Just east of SH 71 304

- 30o6'27" N
- 97o21'1" W

5. ~~2.~~ Just east of Blacktail Dr

- 30o6'23" N
- 97o20'39" W

6. ~~3.~~ Just east of Sterling Dr

- 30o6'16" N
- 97o20'20" W



STAFF REPORT

MEETING DATE: January 13, 2025

TITLE:

Consider action to approve Resolution No. R-2026-02 of the City Council of the City of Bastrop, Texas, confirming the Mayor's appointment of a Master Gardener representative to the Parks & Recreation Board, as required by Section 3.08 of the City Charter.

AGENDA ITEM SUBMITTED BY:

Submitted by: Michael Muscarello

BACKGROUND/HISTORY:

Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council.

Bastrop County Master Gardeners Association nominated Joni Groom to serve as the Paster Gardener Representative on the Parks & Recreation Board.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approve Resolution No. R-2026-02 of the City Council of the City of Bastrop, Texas, confirming the Mayor's appointment of a Master Gardener representative to the Parks & Recreation Board, as required by Section 3.08 of the City Charter.

ATTACHMENTS:

- Proposed Resolution

RESOLUTION NO. R-2026-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONFIRMING THE MAYOR'S APPOINTMENT OF A MASTER GARDENER REPRESENTATIVE TO THE PARKS & RECREATION BOARD, IN ACCORDANCE WITH SECTION 3.08 OF THE CITY CHARTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 3.08 of the City Charter of the City of Bastrop, Texas, provides that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council; and

WHEREAS, The Parks & Recreation Board includes a position for a Master Gardener representative; and

WHEREAS, The Bastrop County Master Gardeners Association has nominated **Joni Groom** to serve as the Master Gardener representative on the Parks & Recreation Board; and

WHEREAS, The Mayor of the City of Bastrop has appointed **Joni Groom** to serve in this capacity, subject to confirmation by the City Council.

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

SECTION 1.

The City Council hereby confirms the Mayor's appointment of **Joni Groom** as the **Master Gardener representative** to the **Parks & Recreation Board**.

SECTION 2.

This Resolution is adopted pursuant to Section 3.08 of the City Charter of the City of Bastrop, Texas.

SECTION 3.

This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Bastrop, Texas, on the 13th day of January, 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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



Joni Groom Bio

Joni Groom is a retired educator who dedicated twenty-eight of her thirty-year teaching career (1986–2014) to the Bastrop Independent School District. She has served Bastrop County through extensive civic and environmental involvement, including ten years as a board member of Keep Bastrop County Beautiful, where she participated in countywide cleanup and beautification initiatives.

Ms. Groom earned her Master Naturalist certification in 2015 and is a member of the Lost Pines Chapter of Master Naturalists. She achieved Master Gardener certification in 2018 and is an active member of the Bastrop County Master Gardeners. Her additional affiliations include the Alum Creek Wildlife Management Association and the Red Rock Wildlife Management Association.

Following her retirement, Ms. Groom developed a strong interest in beekeeping and now maintains an established apiary on her property, Trails End Ranch Retreat. She has been a resident of Bastrop County for 40 years.



STAFF REPORT

MEETING DATE: January 13, 2026

TITLE:

Consider action on Resolution No. R-2026-03, ordering a General Election to be held on Saturday, May 2, 2026, for the offices of Mayor and Council Member, Place 3, in accordance with the Bastrop Home Rule Charter; designating polling places within the City; establishing procedures for the conduct of the General Election and any required runoff election; 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:

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

- Filing Dates is Wednesday, January 14, 2026, at 8:00 a.m., with the last day for filing to be Friday, February 13, 2026 at 5:00 p.m.
- Drawing for place on ballot will be conducted on - Thursday, February 19, 2026 at 10:30 a.m.
- Early voting by personal appearance, 8:00 a.m. and 5:00 p.m. beginning Monday, April 20, 2025 and ending on Tuesday, April 28, 2026. Early Voting hours on April 27th and April 28th begin at 7:00 a.m. and end at 7:00 p.m. *****NO VOTING ON APRIL 21st DUE TO STATE HOLIDAY*****
- The canvass is tentatively scheduled for Tuesday, May 12, 2026, at 6:30 p.m.
- Runoff Election (if needed) is scheduled for Saturday, June 13, 2026. The drawing to set the order on ballot is Monday, May 18, 2026 at 10:30 a.m.
- Runoff Election early voting - between the hours of 8:00 a.m. and 5:00 p.m. beginning Monday, June 1, 2026 and ending on Tuesday, June 9, 2026.
- Canvass and Oath of Office will be on Tuesday, June 23, 2026.

FISCAL IMPACT:

The estimated cost for May 2, 2026 election(s) is \$18,054.12. The cost will be the same whether it is the general election only or the general election held jointly with a special election. Please note, this cost could change depending on the other contracting entities. The estimated cost for each additional election would be \$22,770.94. This cost would be for each election date, regardless of what is on the ballot.

RECOMMENDATION:

Administration requests approval.

ATTACHMENTS:

- Resolution No. R-2023-03

RESOLUTION NO. R-2026-03

A RESOLUTION OF THE CITY OF BASTROP, TEXAS CITY COUNCIL , ORDERING A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 2, 2026, FOR THE OFFICES OF MAYOR AND COUNCIL MEMBER, PLACE 3, IN ACCORDANCE WITH THE BASTROP HOME RULE CHARTER; DESIGNATING POLLING PLACES WITHIN THE CITY; ESTABLISHING PROCEDURES FOR THE CONDUCT OF THE GENERAL ELECTION AND ANY REQUIRED RUNOFF ELECTION; AND PROVIDING FOR THE ELECTION TO BE HELD AS A JOINT ELECTION WITH BASTROP COUNTY.

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

SECTION 1: In accordance with the general laws and Constitution of the State of Texas, and the Charter of the City, a General Election is hereby called and ordered for Saturday, May 2, 2026. All residents and qualified voters of the City of Bastrop shall be permitted to vote, in said election for the purpose of electing the position of Mayor and the position of Council Member Place 3 for a term of three (3) years ending in May 2029.

SECTION 2: The present existing boundaries and territory of the Bastrop County election precincts that are wholly or partly within the corporate limits of the City shall constitute the election precincts for the election. The precinct numbers for the same shall be the corresponding Bastrop County precinct numbers. The polling places for the general election shall be as outlined in the Joint Election Agreement (as defined in Section 3, below).

SECTION 3: The election shall be held as a joint election with Bastrop County and other municipalities and school districts according to a Joint Election Agreement for the conduct of a joint election to be held on May 2, 2026 and the County shall be responsible for appointing all election judges and clerks and shall be responsible for their compensation. Election judges and clerks shall have the qualifications required by law and notice of appointment shall be given to such judges and clerks by the Administrator in accordance with law.

SECTION 4: Applications to have the name of the candidate placed on the ballot may not be filed earlier than thirty (30) days before the deadline prescribed by the Election Code for filing applications with the City Secretary, and the earliest date for a candidate to file same will be Wednesday, January 14, 2026, at 8:00 am., with the last day for filing to be Friday, February 13, 2026 at 5:00 p.m. in accordance with Election Code Sect. 143.006 and 143.007.

SECTION 5: The order in which the names of the candidate(s) are to be printed on the ballot for council members on said Bastrop City Council shall be determined by a drawing conducted by the City Secretary, as provided by Section 52.094 of the Texas Election Code,

on Thursday, February 19, 2026 at 10:30 a.m. in the Council Chamber at Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas 78602.

- **SECTION 6:** Kristen Miles, Bastrop County Elections Administrator, is hereby appointed as Early Voting Clerk. The period for early voting by personal appearance, as established by provisions of the Texas Election Code, is between the hours of 8:00 a.m. and 5:00 p.m. beginning Tuesday, April 20, 2026 and ending on Tuesday, April 28, 2026. Early Voting hours on April 27th and April 28th begin at 7:00 a.m. and end at 7:00 p.m. ***NO VOTING ON APRIL 21st DUE TO STATE HOLIDAY***

Early Voting by personal appearance will be conducted in the Office of the Elections Department, 804 Pecan Street, Bastrop, Texas 78602 and at other locations so designated by the Bastrop County Elections Administrator.

SECTION 7: The Early Voting Clerk shall process all applications for early voting by mail. Applications for ballot by mail shall be mailed to: Bastrop County Elections Department, 804 Pecan Street, Bastrop, Texas 78602. The last day for unregistered applicants to submit a federal postcard application and be eligible to vote a full ballot is the close of business on Thursday, April 2, 2026.

SECTION 8: Notice of this election shall be given in accordance with the provisions of the Texas Election Code and returns of such notice shall be made as provided for in said Code. The Mayor or Mayor Pro-Tempore shall issue all necessary orders and writs for such election. Returns of such election shall be made to the City Secretary immediately after the closing of the polls. In addition, the election materials as outlined in Section 272.005, Texas Election Code, shall be printed in both English and Spanish for use at the polling places and for each voting for said election.

SECTION 9: The City Secretary will provide the Statement of Elected Officers to the candidate(s) who received the majority of votes cast on Thursday, May 7, 2026. The canvass has been tentatively scheduled for Tuesday, May 12, 2026, at 6:30 p.m. in the Council Chambers at Bastrop City Hall, located at 1311 Chestnut Street, Bastrop, Texas. The official Oath of Office will be administered after the official canvass is conducted. The City Secretary is instructed to record the results in the Election Register as soon as practical following the canvass.

SECTION 10. According to Chapter 9, Section 9.07 of the Home Rule Charter regarding "Elections," if no candidate receives a majority of the votes cast for an office during an election, the Council will call for a Runoff Election as soon as the official results are announced. The two (2) candidates who received, in the preceding main election, the highest number of votes for each office to which no one was elected shall be voted on again, and the candidate who receives the majority of the votes cast for each such office in the runoff election shall be elected to such office.

SECTION 11. The Runoff Election is scheduled for Saturday, June 13, 2026. The order in which the names of the candidates are to be printed on the ballot for council members on said Bastrop City Council shall be determined by a drawing conducted by the City Secretary, as

provided by Section 52.094 of the Texas Election Code, on Monday, May 18, 2026 at 10:30 a.m. in the Council Chamber at Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas 78602.

SECTION 12. The period for early voting for the Runoff Election by personal appearance, as established by provisions of the Texas Election Code, is between the hours of 8:00 a.m. and 5:00 p.m. beginning Monday, June 1, 2026 and ending on Tuesday, June 9, 2026. Early Voting by personal appearance will be conducted in the Office of the Elections Department, 804 Pecan Street, Bastrop, Texas 78602 and at other locations so designated by the Bastrop County Elections Administrator.

SECTION 13. The City Secretary will provide the Statement of Elected Officers to the candidate(s) who receive the highest number of votes cast on Tuesday, June 9, 2026. This will take place at the tentatively scheduled canvass on the same day at 6:30 p.m. in the Council Chambers at Bastrop City Hall, located at 1311 Chestnut Street, Bastrop, Texas. The official Oath of Office will be administered after the canvass is completed. The City Secretary is instructed to record the results in the Election Register as soon as is practical after the canvass.

SECTION 14: Should any part, section, subsection, paragraph, sentence, clause or phrase contained in this resolution is held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this ordinance, but in all respects said remaining portion shall be and remain in full force and effect.

SECTION 15: It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given as required.

SECTION 16. That this Resolution shall become effective from and after its passage as may be required by law or by the City Charter or ordinance.

DULY RESOLVED by the Bastrop City Council on this 13th day of January, 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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





STAFF REPORT

MEETING DATE: January 13, 2026

TITLE:

Consider action on Resolution No. R-2026-04, approving a contract with the Bastrop County Election Administrator to participate in a joint election for the General Election called and ordered for Saturday, May 2, 2026, and authorizing the City Manager to execute the contract.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

The City has historically conducted joint elections with Bastrop County. Earlier this evening, the City Council called a General Election. This resolution authorizes the contract agreement and memorializes the respective responsibilities of the City and Bastrop County for the conduct of the election.

FISCAL IMPACT:

The estimated cost for the May 2, 2026, election is \$18,054.12. This cost may change depending on the number of participating contracting entities. The estimated cost for each additional election would be \$22,770.94.

RECOMMENDATION:

Administration recommends approval.

ATTACHMENTS:

1. Resolution No. 20265-04
2. Contract Agreement

RESOLUTION NO. R-2026-04

A RESOLUTION OF THE BASTROP CITY COUNCIL APPROVING THE CONTRACT WITH THE BASTROP COUNTY ELECTION ADMINISTRATOR, ATTACHED AS EXHIBIT A, TO PARTICIPATE IN A JOINT ELECTION FOR THE MAY GENERAL ELECTION CALLED AND ORDERED FOR SATURDAY, MAY 2, 2026; AUTHORIZE THE CITY MANAGER TO SIGN SAID CONTRACT AGREEMENT; PROVIDING FOR A REPEALING CLAUSE, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS: following the general laws and Constitution of the State of Texas, and the Charter of the City, a General Election was called and ordered for Saturday, May 2, 2026. All residents and qualified voters of the City of Bastrop shall be permitted to vote, in said election to elect the position of Mayor and the position of Council Member in Place 3, for a term of three (3) years ending in May 2029; and

WHEREAS: the City Council wishes to enter into a contract agreement with Bastrop County and other municipalities and school districts and enter into a Joint Election Agreement for the conduct of the City's May 2, 2026 General Election.

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

SECTION 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2: The City Council approves and authorizes the execution of the First Amendment, attached hereto as **Attachment "A"** and authorizes the City Manager to sign said contract.

SECTION 3. Repealer: To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that 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 regulated.

SECTION 4. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

SECTION 5. Effective Date: This Resolution shall take effect upon the date of final passage.

SECTION 6. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Resolution 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.

DULY RESOLVED by the Bastrop City Council on this 13th day of January, 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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



CONTRACT FOR ELECTION SERVICES
BETWEEN
THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY
AND
THE CITY OF BASTROP
FOR THE MAY 2, 2026 ELECTION

THIS CONTRACT is made and entered into by and between Kristin Miles, the Elections Administrator of Bastrop County, Texas, hereinafter referred to as “Contracting Officer,” and The City of Bastrop, hereinafter referred to as the “CITY,” pursuant to the authority under Section 31.092(a) of the Texas Election Code and Chapter 791 of the Texas Government Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties agree to this interlocal agreement with regard to the coordination, supervision, and running of the CITY’s May 2, 2026 Election, hereinafter referred to as “the election”. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places and election procedures to assist the voters of the CITY.

I. RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

A. *Notification to Presiding and Alternate Judges; Appointment of Clerks.*

1. The Contracting Officer shall notify each presiding judge and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election school(s), the eligibility requirements that pertain to them and to the selection of election day clerks, the date and time of the election, the rate of compensation, the number of election clerks the presiding judge may appoint, and the name of the presiding or alternate judge, as appropriate.

2. The Contracting Officer shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of their appointments. The recommendations of the CITY will be the accepted guidelines for the number of clerks secured to work in each polling place. The presiding election judge of each polling place, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours. Election judges shall be secured by the Contracting Officer with the approval of the CITY.

3. The Contracting Officer shall notify the CITY of the list of election judges and alternate judges for election day, so that the CITY may approve by written order.

4. Notification to the election judges and alternates shall be made no later than April 20, 2026.

B. Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies. The cost of such third-person services and supplies will be paid by the Contracting Officer and reimbursed by the CITY as agreed upon on Exhibit "C" or Exhibit "C-1", whichever is applicable.

C. Election School(s). The Contracting Officer shall be responsible for conducting one or more, at her discretion, election schools to train the presiding judges, alternate judges, election clerks, and early voting clerks, and Early Voting Ballot Board members in the conduct of elections, including qualifying voters, provisional voting, and the counting of ballots. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges, alternate judges, and election clerks of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular work week. If at all possible, such election schools shall be conducted within the CITY territory.

D. Election Supplies. The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day and the Early Voting Ballot Board (and to the Deputy Early Voting Clerks during Early Voting) the following election supplies: election kits from third-party vendors (including the appropriate envelopes, sample ballots, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code); pens; pencils; tape; markers; paper clips; ballot box seals; sample ballots; tacks, and all consumable-type office supplies necessary to hold an election.

E. Registered Voter List. The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The Election Day list of registered voters shall be arranged in alphabetical order by each precinct.

F. Ballots. The Contracting Officer shall be responsible for the programming of the direct recording electronic voting devices (referred to as DRE's) and the printing of ballots requested by mail or used for early voting or election day. The Contracting Officer shall be responsible for distributing the DRE's along with the election supplies.

G. Early Voting. In accordance with Section 31.094, of the Texas Election Code, the Contracting Officer will serve as Early Voting Clerk for the election, subject to Sections 31.096 and 31.097(b).

1. As Early Voting clerk, the Contracting Officer shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. The Contracting Officer shall work with the CITY in securing personnel to serve as Early Voting Deputies.

The Contracting Officer shall, upon request, provide the CITY a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations listed in Exhibit "A," attached hereto and made a part of this contract.

3. The Contracting Officer shall receive mail ballot applications on behalf of the CITY. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or her deputies at 804 Pecan Street, Bastrop, Texas 78602. Any requests for

early voting ballots to be voted by mail received by the CITY shall be forwarded immediately Contracting Officer for processing.

Item 8F.

4. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be secured and maintained by the Contracting Officer and delivered by her or her deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the Bastrop County Courthouse on Election Day, May 2, 2026.

H. Election Day Polling Locations. The Election Day polling locations are those listed in Exhibit “B,” attached hereto and made a part of this contract. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths.

I. Central Counting Station. The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tally the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Kristin Miles. The Tabulation Supervisor shall be Kristin Miles. The tabulation supervisor shall handle ballot tabulation in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

Election night reports will be available to the CITY at the Central Counting Station on election night and will provide individual polling location totals.

J. Manual Counting. The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the CITY in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

K. Election Reports. The Contracting Officer shall prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and shall provide a copy of the tabulation to the CITY as soon as possible after the Contracting Officer has received the precinct returns on Election Day night. Provisional ballots will be tabulated after election night in accordance with state laws.

L. Custodian of Voted Ballots. The Contracting Officer is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

II. RESPONSIBILITIES OF THE CITY. The CITY shall assume the following responsibilities:

A. Election School(s). At the request of the Contracting Officer, and at no cost to the Contracting Officer, the CITY will make available space in an CITY building to hold the election school(s), if applicable.

B. Polling Locations. The CITY shall pay the respective cost of all employee services required to provide access, security, or custodial services for the polling locations.

C. *Applications for Mail Ballots.* The CITY shall date stamp and then immediately hand deliver to the Contracting Officer all original mail ballot applications for mail ballots that it receives.

D. *Election Orders, Election Notices, Canvass.* The CITY shall prepare the election order, resolutions, notices, official canvass, and other pertinent documents for adoption by the CITY's governing body. The CITY shall be responsible for having the required election notice under Section 4.003(a)(1) of the Texas Election Code published in the newspaper as required by State law. The CITY shall also be responsible for posting the notice required under Section 4.003(b) of the Texas Election Code as required by law. Promptly after approval of election order, resolutions, notices, official canvass, and other pertinent documents by the CITY's governing body and within such time so as not to impede the orderly conduct of the election, the CITY shall return said documents to the Contracting Officer for proper recordkeeping. The CITY assumes the responsibility of promoting the schedules for Early Voting and Election Day.

The CITY will provide for the appointment of the Contracting Officer as the early voting clerk for the election in the orders calling the election. The orders will also include approval of election day polling places; times, dates and places for early voting; and appointment of precinct judges.

E. *Paper Ballots.* In advance of the March 18, 2026 date on which the Texas Secretary of State's Office encourages the mailing out of ballots for early voting by mail, the Contracting Officer shall arrange with a third party to prepare the necessary optical paper ballots for the election. The ballots shall be in English with the Spanish translation included.

The CITY shall furnish the Contracting Officer a list of candidates and/or propositions showing the order and the exact manner in which their names or proposition(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Contracting Officer as soon as possible after ballot positions have been determined. The CITY shall perform the duties required for drawing for place on the ballot by candidates. The CITY shall be responsible for proofreading and approving the ballot insofar as it pertains to the authority's candidates and/or propositions.

F. *Jurisdictional Boundaries.* The CITY is solely responsible for the integrity and correctness of its boundary utilized by the Contracting Officer with respect to the May 2, 2026 election. The CITY shall ensure the Contracting Officer possesses an accurate boundary of its territory within Bastrop County, Texas. Before the coding and programming of the ballot begins, the CITY shall review and confirm, in a method provided by the Contracting Officer, its jurisdictional area as spatially accurate or submit its correct boundary information. If changes are necessary after programming has begun, the Political Subdivision responsible will incur the cost of re-programming for all entities involved. Note: Pursuant to Texas Election Code Section 276.006, a change in a boundary of a territorial unit of a political subdivision other than a county from which an office of the political subdivision is elected is not effective for an election unless the date of the order or other action adopting the boundary change is more than three months before election day, that deadline being February 2, 2026 for the May 2, 2026 election.

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. *Compensation.* The parties agree that presiding judges and alternate judges will be compensated at a rate of \$14.00/hr., and election clerks will be compensated at a rate of \$12.00/hr. They will be compensated for all hours actually worked, including the time to set up the polling location and the time

to complete the counting and to wrap up the paper work, but not to exceed two hours before a hours after the polling location is open for voting. The presiding judge, or the election worker at the polling location that he or she designates, who picks up the election supplies on May 2, 2026 from the Contracting Officer and who returns the remaining supplies, ballot boxes, and all other election records from the polling location to the Contracting Officer will be compensated with a delivery fee of \$25 at the same time that payment is made for the hours worked. The Contracting Officer will pay the election workers directly and be reimbursed for such by the CITY.

B. *Number of Election Workers.* The parties agree that at all polling locations there will be a minimum of three election workers, consisting of the presiding judge, alternate judge, and one clerk.

IV. JOINT EXPENSES AND PAYMENT

A. *Expenses Incurred and Billing.* The participating authorities agree to share actual costs incurred to the extent that the costs and expenses are incurred in connection with a polling location used by more than one local political subdivision, such as (without limitation) the cost of renting polling locations and voting equipment, programming the voting equipment, supplies needed for the polling place, wages and salaries of election workers. Election expenses shall be pro-rated equally among the participants.

The parties agree, for those polling locations used solely by the CITY and not shared by any other participating authority, that the CITY will pay the wages, salaries, and other applicable election costs and expenses directly related to such polling location.

It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of Bastrop County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to Bastrop County by the participating authorities.

B. *Billing.* As soon as reasonably possible after Election Day, the Contracting Officer will submit an itemized invoice to the CITY for (1) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the CITY by the Contracting Officer, including expenses for supplies in connection with the election school(s), publication and printing of election notices, election supplies, wages paid to the Contracting Officer's employees for services under this contract performed outside of normal business hours, election workers, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of DREs and audio ballots, and (2) the Contracting Officer's fee under Section 31.100(d) of the Texas Election Code and as provided in Section IV.E below. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of the Contracting Officer's stock of election supplies shall be supported by the Contracting Officer's certificate about the number of items used and the unit cost therefore according to the vendor's standard price list.

C. Payment. The CITY shall pay the Contracting Officer's invoice within 30 days from the receipt to: **Bastrop County, Attn: Kristin Miles, Elections Administrator, 804 Pecan Street, Bastrop, TX 78602.** If the CITY disputes any portion of the invoice, the CITY shall pay the undisputed portion of the invoice, and the parties will discuss in good faith a resolution of the disputed portion. All payments shall be made from current revenues available to the CITY.

D. Expense Item Larger than \$500. If a single election expense exceeds \$500, the Contracting Officer reserves the right to invoice the CITY for such expense at the time it is incurred, supported by an invoice or receipt, rather than waiting until after Election Day. The CITY shall pay such invoice within 30 days from the date of receipt.

E. Estimated Cost of Services. A cost estimate for election expenses is attached hereto and made a part of this contract as Exhibit "C" or Exhibit "C-1", whichever is applicable. The parties agree that these are an estimate only and that the CITY is obligated to pay their respective portion of the actual expenses of the election (and runoff election, if applicable) as set forth herein. The Contracting Officer agrees to advise the CITY if it appears that the actual expenses incurred by the Contracting Officer will exceed by 20% or more the estimated expenses to be paid initially by the Contracting Officer and reimbursed jointly by the CITY.

F. Administrative Fee. The CITY shall pay the Contracting Officer a 10 % administrative fee, pursuant to the Texas Election Code, Section 31.100.

V. GENERAL PROVISIONS

A. Nontransferable Functions. In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing

1. the authority with whom applications of candidates for a place on the ballot are filed;
2. the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or

B. Joint Election. The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as the CITY on May 2, 2026. If another election occurs in territory of the CITY, Bastrop County will notify the CITY of the existence of the situation and provide a joint election agreement.

C. Cancellation of Election. If the CITY cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in **IV. PAYMENT** above) as soon as reasonably possible after the cancellation and the CITY shall make payment therefore in a manner similar to that set forth in **IV. PAYMENT** above. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the CITY authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 2, 2026 Joint Election.

D. Contract Copies to Treasurer and Auditor. In accordance with Section 31.099 of the Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Bastrop County, Texas and the County Auditor of Bastrop County, Texas.

E. Representatives. For purposes of implementing this contract and coordinating activities hereunder, the CITY and the Contracting Officer designate the following individuals, and whenever the contract requires submission of information or documents or notice to the CITY or the Contracting Officer, respectively, submission or notice shall be to these individuals:

For the CITY:

City Secretary
City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602
Tel: (512) 332-8800
Email: citysec@cityofbastrop.org

For the Contracting Officer:

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

F. Recount. A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this contract, CITY agrees that any recount shall take place at the offices of the Contracting Officer, and that the CITY shall serve as the Recount Supervisor, and the CITY official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator. The Contracting Officer agrees to provide advisory services to the CITY as necessary to conduct a proper recount.

G. Runoff Elections. The CITY shall have the option of extending the terms of this contract through its runoff election, if applicable. In the event of such runoff election, the terms of this contract shall automatically extend unless the CITY notifies the Contracting Officer in writing within three (3) business days of the original election. The CITY shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election. The CITY agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 2, 2026 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election. The CITY agrees that the date of the runoff election, if necessary, shall be June 13, 2026, with early voting being held in accordance with the Election Code. Early Voting by personal appearance for the runoff election shall be conducted during the hours and time period and at the locations listed in Exhibit "A-1," attached hereto and made a part of this contract. The Election Day polling locations for the runoff election are those listed in Exhibit "B-1," attached hereto and made a part of this contract.

H. Amendment/Modification. Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of Bastrop County

has any authority to modify this Agreement except pursuant to such expressed authorization as granted by the Commissioners Court of Bastrop County, Texas. No official, representative, agent, or employee of the CITY has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the CITY. Both the Contracting Officer and the CITY may propose necessary amendments or modifications to this Agreement in writing in order to conduct the Election smoothly and efficiently.

I. *Entire Agreement.* This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

J. *Severability.* If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

K. *Third Party Beneficiaries.* Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

L. *Mediation.* Any controversy, claim or dispute arising out of or relating to this contract, shall be settled through mediation by the parties. The parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive

the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

WITNESS BY MY HAND THIS THE _____ DAY OF _____, _____ .

Item 8F.

City Manager
City of Bastrop
Bastrop County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, _____ .

Item 8F.

Gregory Klaus
County Judge
Bastrop County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, _____ .

Item 8F.

Kristin Miles
Elections Administrator
Bastrop County, Texas

EARLY VOTING DATES, TIMES, AND LOCATIONS**Time Period:**

Monday, April 20, 2026 through Tuesday, April 28, 2026.

Main Location:

Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop, Texas 78602.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
20 8:00 am – 5:00 pm	21 NO VOTING STATE HOLIDAY	22 8:00 am – 5:00 pm	23 8:00 am – 5:00 pm	24 8:00 am – 5:00 pm
27 7:00 am – 7:00 pm	28 7:00 am – 7:00 pm			

Branch Locations:

Smithville Rec Center, 106 Royston St., Smithville

Cedar Creek Tax Office Annex, 5785 FM 535, Cedar Creek

North Bastrop County Community Annex, 702 Bull Run, Elgin

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
20 8:00 am – 5:00 pm	21 NO VOTING STATE HOLIDAY	22 8:00 am – 5:00 pm	23 8:00 am – 5:00 pm	24 8:00 am – 5:00 pm
27 7:00 am – 7:00 pm	28 7:00 am – 7:00 pm			

Voting by Mail:

Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, TX 78602

EARLY VOTING DATES, TIMES, AND LOCATIONS RUNOFF ELECTION**Time Period:**

Monday, June 1, 2026 through Tuesday, June 9, 2026.

Main Location:

Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop, Texas 78602.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1 8:00 am – 5:00 pm	2 8:00 am – 5:00 pm	3 8:00 am – 5:00 pm	4 8:00 am – 5:00 pm	5 8:00 am – 5:00 pm
8 7:00 am – 7:00 pm	9 7:00 am – 7:00 pm			

Voting by Mail:

Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, TX 78602

ELECTION DAY POLLING LOCATIONS ELECTION

Aqua Water Supply, 415 Old Austin Hwy., Bastrop
River Valley Christian Fellowship, 1224 W. Hwy 71, Bastrop
Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop
Bastrop County Community Center, 15 American Legion Dr., Bastrop
Smithville Rec Center, 106 Royston St., Smithville
Rosanky Community Center, 135 Main St., Rosanky
Bastrop County Cedar Creek Annex, 5785 FM 535, Cedar Creek
Red Rock Community Center, 114 Red Rock Rd., Red Rock
North Bastrop County Community Annex, 702 Bull Run, Elgin
Faith Lutheran Church, 230 Waco St., McDade
Family Worship Center, 2425 FM 1704, Elgin
Bastrop County ESD#2 Station 4, 1432 N. Hwy 95, Bastrop

Locations Subject to Change Depending on Entities Participating in the Joint Election

ELECTION DAY POLLING LOCATIONS RUNOFF ELECTION

Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop

*****Locations Subject to Change Depending on Entities Participating in the Joint Election*****

EXHIBIT “C”
ESTIMATED COST OF ELECTION

CITY OF BASTROP

Optical Ballots and Programming Expenses	\$16,212.84
Rental Fee for ExpressVote and Vote Tabulator (voting equipment)	
Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$16,412.84
10% ADMINISTRATIVE FEE	<u>\$ 1,641.28</u>
TOTAL	<u>\$18,054.12</u>

EXHIBIT "C-1"
ESTIMATED COST OF RUNOFF ELECTION

CITY OF BASTROP

Optical Ballots and Programming Expenses	\$ 20,500.85
Rental Fee for ExpressVote and Vote Tabulator (voting equipment)	
Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$ 20,700.85
10% ADMINISTRATIVE FEE	<u>\$ 2,070.09</u>
TOTAL	<u>\$ 22,770.94</u>



STAFF REPORT

MEETING DATE: January 13, 2026

TITLE:

Consider and act to approve the Bastrop City Council minutes from the December 9, 2025, Regular Meeting, the December 16, 2025, Joint Council and Planning & Zoning Commission Meeting, and the December 16, 2025, Special Meeting.

AGENDA ITEM SUBMITTED BY:

Victoria Psencik, Assistant City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approve the Bastrop City Council minutes from the December 9, 2025, Regular Meeting, the December 16, 2025, Joint Council and Planning & Zoning Commission Meeting, and the December 16, 2025, Special Meeting.

ATTACHMENTS:

- DRAFT December 9 Regular Meeting
- DRAFT December 16 Joint Meeting with Planning & Zoning Commission
- DRAFT December 16 Special Meeting

CITY OF BASTROP

BASTROP CITY COUNCIL

REGULAR CITY COUNCIL MEETING MINUTES

Tuesday, December 9, 2025

The Bastrop City Council met at a Regular Meeting at 6:30 p.m. on Tuesday, December 9, 2025, 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-Tem John Kirkland
 Council Member Cynthia Meyer
 Council Member Kerry Fossler
 Council Member Perry Lowe
 Council Member Kevin Plunkett

Staff Present

City Manager Sylvia Carrillo-Trevino
 City Attorney Charlie Zech
 City Secretary Michael Muscarello
 Assistant City Secretary Victoria Psencik
 Assistant to the City Manager Vivianna Andres
 Public Information Manager Colin Guerra
 Finance Director Judy Sandroussi
 Assistant Finance Director Laura Allen
 Executive Assistant to City Manager Taylor Andry
 Development Services Director James Cowey
 Senior Planner Brittany Epling
 Discover Bastrop Director Michaela Joyce
 Project Manager Elizabeth Wick
 Wastewater and Water Director Curtis Hancock
 Assistant Fire Chief Nick Laux
 Library Director Bonnie Pierson
 Police Chief Vicky Steffanic

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

Santiago Flores and Adalynn McDonald, students from the National Junior Honor Society at Bastrop Middle School, led the Pledge of Allegiance.

3. INVOCATION

City of Bastrop Police Chaplain Hardy Overton delivered the Invocation.

4. PRESENTATIONS

4A. Mayor's Report

4B. Council Members' Report

- 4C. **City Manager's Report**
A. Wastewater Plant Update
B. Blakey Extension
C. Streets
D. Park Construction – Phase 1
E. Bridge Construction

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

- 4D. **Bastrop Community Blood Drive Presentation**

Submitted and Presented by: We Are Blood

5. **WORK SESSIONS / BRIEFINGS – NONE**

6. **STAFF AND BOARD REPORTS**

- 6A. **Consider and possibly direct the City Manager to work with The Lower Colorado-Lavaca Regional Flood Planning Group (RFPG 10) and the State of Texas Hazard Mitigation Action Plan (HMAP) to sponsor activities that would qualify for low interest loans or grants from the Texas Water Development Board Flood Infrastructure Fund.**

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

No action was taken on Item 6A.

7. **CITIZEN COMMENT(S)**

Citizen(s) addressing the City Council on an item, not on the agenda: **No** submitted comments.

Citizen(s) that did not speak to the City Council but submitted a comment on an item on the agenda: Stephanie Jenkins (Item 9F), Rebecca Schaefer (Item 9F), Barbara Coy (Item 9F), Jerod Hruska (Item 9F), Katty & Larry Albers (Item 9F), Lindy Larson (Item 9F), and Herb Goldsmith (Item 9E, Letter A).

8. **CONSENT AGENDA**

- 8A. **Consider and act upon the second reading of Ordinance No. 2025-82, amending the Bastrop Code of Ordinances, Chapter 1 (General Provisions), Article 1.10 (Boards, Commissions, and Committees), Section 1.10.001 (Parks Board), to add two ex officio positions with qualification criteria.**

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

- 8B. **Consider and act on the first reading of Ordinance 2025-87, amending the contract with Kraftsman Play systems in the amount of \$153,201.05 for**

changes to the Fisherman's Park splashpad, and move to include on the January 13, 2026, agenda.

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

- 8C. Consider and act on the second reading of Ordinance No. 2025-84, amending the budget for the Fiscal Year 2025 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

Submitted by: Laura Allen, Assistant Finance Director

***ITEM 8D WAS REMOVED FROM CONSENT AGENDA AND TABLED. ***

- 8D. Consider and act on the first reading of Ordinance No. 2025-83, providing for municipal court civil jurisdiction to enforce health and safety and nuisance abatement ordinances; authorizing the issuance of search and seizure warrants; providing for concurrent jurisdiction; and establishing an effective date.

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

- 8E. Consider and act on Resolution No. R-2025-140, approving purchasing library materials with reward incentives through September 30, 2026, from Ingram Library Services, LLC, under Texas Smart Buy contract No. 715-M2, in an amount not to exceed Fifty-Three Thousand and Three Hundred Fifty Dollars (\$53,350.00).

Submitted by: Bonnie Pierson, Library Director

- 8F. Consider and act on Resolution No. R-2025-206, confirming annual board appointments of the Mayor to the Parks and Recreation Board, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date.

Submitted by: Michael Muscarello, City Secretary

- 8G. Consider and act on Resolution No. R-2025-189, to approve the City of Bastrop Police Department to apply for a grant from the Department of Justice for twelve thousand dollars and zero cents (\$12,000) for body armor vests, with fifty (50%) matching funds from the City of Bastrop; authorizing the Chief of Police as the grantee's authorized official.

Submitted by: Vicky Steffanic, Chief of Police

- 8H. Consider and act on Resolution No. R-2025-204, accepting a donation from Frontier Bank of Texas in the amount of \$4,500.00 (Four Thousand Five Hundred Dollars) for the upcoming Merry on Main event being held in Downtown Bastrop, TX, on Saturday, December 13, 2025.

Submitted by: Michaela Joyce, Discover Bastrop Director

- 8I. **Consider and act on Resolution No. R-2025-203, allowing for the installation of two stop signs on Pecan St (900 block) at the intersection of Pine Street (800 block), installed by the Streets and Drainage department.**

Submitted by: Vicky Steffanic, Chief of Police

- 8J. **Consider and act on Resolution No. R-2025-205, accepting a donation from Roscoe Bank of Texas in the amount of \$2,500.00 (Two Thousand Five Hundred Dollars) for the upcoming Merry on Main event being held in Downtown Bastrop, TX, on Saturday, December 13, 2025.**

Submitted by: Michaela Joyce, Discover Bastrop Director

- 8L. **Consider and act on Resolution No. R-2025-212, accepting a donation to the City of Bastrop Parks and Recreation Department, from Coffee Dog Inc., of prepared hot chocolate for the Christmas Tree Lighting Event, with an equivalent value of \$590.00.**

Submitted by: Cameron Reddell, Community Recreation and Events Coordinator

- 8M. **Consider action to approve Resolution No. R-2025-213 of the City Council of the City of Bastrop, Texas, allowing for the installation of a stop sign on Agnes Street at the intersection of Orchard Parkway, installed with the Agnes Street Extension project. Authorizing the Chief of Police to execute all necessary documents; providing for a repealing clause; and establishing an effective date.**

Submitted by: Elizabeth Wick, Project Manager

- 8N. **Discussion and possible action to reappoint Dr. Rajeev Gupta to the Bastrop County Advisory Board of Health for a term of one-year.**

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

- 8P. **Consider and act on a Warrant request to allow up to 70% lot coverage on the Blakey Site (Alta Trails Apartments), zoned P4 Mix on the north side of the Sendero master planned development, in deviation from the 60% maximum lot coverage currently required by the B3 Code.**

Submitted by: Brittany Epling, Senior Planner

- 8Q. **Consider and act to approve the Bastrop City Council minutes from the October 21, 2025, Joint Council and Bastrop EDC Meeting and Regular Meeting, the November 4, 2025, Special Meeting, and the November 18, 2025, Regular Meeting and Joint Council and Planning & Zoning Commission Meeting.**

Submitted by: Victoria Psencik, Assistant City Secretary

Mayor Harris called for requests to remove any item from the Consent Agenda for separate discussion. Mayor Pro-Tem Kirkland requested Items 8K and 8O be removed. Mayor Harris stated that Item 8D will be removed from the Consent Agenda and tabled.

* * * * *

- 8K. **Consider and act on Resolution No. R-2025-211 to award a \$50,000 grant from Hotel Occupancy Tax (HOT) funds to Hyatt Lost Pines to secure a “buy-out” group booking during the May 2026 time period.**

Submitted and Presented by: Michaela Joyce, Discover Bastrop Director

MOTION: Mayor Pro-Tem Kirkland moved to approve Resolution No. R-2025-211 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

* * * * *

- 8O. **Consider and act on Resolution No. R-2025-201, approving a contract with Sheridan Environmental (WWTS) for a not-to-exceed amount of Two Hundred Thousand Dollars, and no/100 (\$200,000.00) per fiscal year for the Municipal Domestic Biosolids Hauling and Disposal Services, as attached in Exhibit A.**

Submitted by: Curtis Hancock, Director of Water and Wastewater

MOTION: Mayor Pro-Tem Kirkland moved to approve Resolution No. R-2025-201 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

* * * * *

After the separate discussion of Consent Agenda Item 8O, the following motion was made:

MOTION: Mayor Pro-Tem Kirkland moved to approve the Consent Agenda as presented after Items 8A, 8B, and 8C were read into record by Mayor Harris, exclusion of Items 8K and 8O, and removal of tabled Item 8D. Council Member Plunkett seconded the motion. Motion carried unanimously.

9. ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. **Conduct a public hearing, consider and act on the first reading of Ordinance No. 2025-67 for a Zoning Concept Scheme request to rezone the project site from P-EC Employment Center to Planned Development District (“PDD”) with a base district of P4, for the area described as being 7.398 +/- acres out of the Steel Yard Subdivision, Lot 3, located at 2002 SH 95, Bastrop, TX 78602, within the city limits of Bastrop, Texas; and move to include on the January 13, 2026 City Council Consent agenda for a second reading.**

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

Mayor Harris opened the Public Hearing at 7:38 p.m. for the rezone of 2002 SH 95 property from P-EC Employment Center to Planned Development District listed in Item 9A.

Public Hearing: No comments were submitted.

Mayor Harris closed the Public Hearing at 7:38 p.m. for the rezone of 2002 SH 95 property from P-EC Employment Center to Planned Development District listed in Item 9A.

ORIGINAL MOTION: Council Member Plunkett moved to approve the first reading of Ordinance No. 2025-67 as presented and to include on the January 13, 2026, agenda for the second reading. Council Member Lowe seconded the motion.

Mayor Pro-Tem Kirkland made a “friendly amendment” to change the warrants in the Planned Development District (PDD) document to include the parking as described in the presentation. Council Member Plunkett (original motion maker) and Council Member Lowe (original seconder to motion) agreed to the friendly amendment.

REVISED MOTION: Council Member Plunkett moved to approve the first reading of Ordinance No. 2025-67 with the above “friendly amendment” and to include on the January 13, 2026, agenda for the second reading. Council Member Lowe seconded the motion. Motion carried unanimously.

- 9B. **Consider and act on the first reading of Ordinance No. 2025-85, 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 January 13, 2026 City Council agenda for a second reading.**

Submitted and Presented by: Laura Allen, Assistant Finance Director

MOTION: Council Member Meyer moved to approve the first reading of Ordinance No. 2025-85 as presented and to include on the January 13, 2026, agenda for the second reading. Council Member Fossler seconded the motion. Motion carried unanimously.

- 9C. **Consider and act on Resolution No. R-2025-200, approving a construction contract with M&C Fonseca Construction Company for a not-to-exceed amount of Seventy-Seven Thousand, Four Hundred Fifty-Two Dollars and no/100 (\$77,452.00) for the replacement of two (2) manholes located near Bastrop High School, and the installation of one (1) manhole and replacement of approximately eighty (80) feet of sanitary sewer main located at College Street and Pecan Street, as attached in Exhibit A.**

Submitted and Presented by: Curtis Hancock, Director of Water and Wastewater

MOTION: Council Member Fossler moved to approve Resolution No. R-2025-200 as presented. Council Member Plunkett seconded the motion. Motion carried unanimously.

- 9D. **Consider and act on Resolution No. R-2025-202 authorizing the creation of an Investment Committee to serve in the best financial interests of the City of Bastrop, and, contingent upon its creation, authorizing the Mayor to appoint two City Council Members to serve on the Investment Committee.**

Submitted and Presented by: Judy Sandroussi, Finance Director

(1) MOTION: Council Member Plunkett moved to approve Resolution No. R-2025-202 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

Mayor Harris made appointment nominations of Council Member Plunkett and Council Member Lowe to serve on the Investment Committee. Both Council Members verbally accepted the nomination.

(2) MOTION: Council Member Meyer moved to accept Mayor Harris' appointments of Council Member Plunkett and Council Member Lowe to serve on the Investment Committee. Mayor Pro-Tem Kirkland seconded the motion. Motion carried unanimously.

- 9E. **Consider and act to approve the following resolutions related to the Request for Qualifications for feasibility studies in the areas of Golf, Hospital, and Hotel & Convention Center.**

(A.) Resolution No. R-2025-208 to approve a contract with the National Golf Foundation (NGF) in the amount of \$26,000 for a feasibility study for a Par 3 course located at 1500 Farm Street.

(B.) Resolution No. R-2025-209 to approve a contract with Hotel & Leisure Advisors in the amount of \$52,500 for a feasibility study for a Hotel & Convention Center located between Bear Hunter Drive, FM 20, and Hwy 71.

(C.) Resolution No. R-2025-210 to approve a contract with Realty Trust Group in the amount of \$50,000 for a feasibility study for a full-service hospital and medical facilities located between Bear Hunter Drive, FM 20, and Hwy 71.

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

Citizen Comment submitted specifically for Item 9E (C) that **did** speak: Cecilia Serna.

ORIGINAL MOTION: Council Member Meyer moved to approve Resolutions No. R-2025-208, R-2025-209, and R-2025-210 as presented. Council Member Fossler seconded the motion.

Mayor Pro-Tem Kirkland made a "friendly amendment" to change the proposed fee structure of the Realty Trust Group (RTG) contract (R-2025-210) to a "not to exceed \$50,000 including reimbursables," Council Member Meyer (original motion maker) and Council Member Fossler (original seconder to motion) agreed to the friendly amendment.

REVISED MOTION: Council Member Meyer moved to approve Resolutions No. R-2025-208 and R-2025-209 as presented and R-2025-210 with the above “friendly amendment.” Council Member Fossler seconded the motion. Motion carried unanimously.

- 9F. **Consider and act on the first reading of Ordinance No. 2025-86, amending the City of Bastrop Code of Ordinances, Chapter 1 General Provisions, Article 1.03, Division 3, Section 1.03.066 by adding “City Council members shall be eligible to participate in the city’s group health insurance program, provided they pay 100% of the required premium.”, and move to include on the January 13, 2026 agenda.**

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

ITEM 9F FAILED DUE TO A LACK OF MOTION OR ACTION.

- 9G. **Consider and act on Resolution No. R-2025-214 entering into a Master Transfer Agreement with the Hunter's Crossing Local Government Corporation, the City of Bastrop, and Hunter's Crossing Homeowner's Association.**

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

MOTION: Mayor Pro-Tem Kirkland moved to approve Resolution No. R-2025-214 as presented and direct the City Manager to bring back a resolution that vacates the current board and appoints Council as the Hunters Crossing Local Government Corporation Board. Council Member Meyer seconded the motion. Motion carried unanimously.

10. EXECUTIVE SESSION

Before convening into Executive Session, Mayor Harris announced Item 10C will not be discussed and will be tabled for a future meeting.

- 10C. **Section 551.071 to seek advice of legal counsel to discuss and deliberate regarding the Bastrop Economic Development Corporation.**

Mayor Harris closed the Open Meeting to convene the City Council into Executive (Closed) Session at 8:40 p.m. pursuant to Texas Government Code, Chapter 551 as follows:

- 10A. **Section 551.074 to deliberate the appointment, employment, and evaluation of the City Manager, including the development of a standard evaluation form.**
- 10B. **Sections 551.071 and 551.072 to seek advice of legal counsel to discuss and deliberate regarding the proposed sale of real estate property located adjacent to Blakey Lane.**

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 9:41 p.m. and called for any action as a result of the Executive Session.

10A. Section 551.074 to deliberate the appointment, employment, and evaluation of the City Manager, including the development of a standard evaluation form.

MOTION: Council Member Lowe moved to approve the performance review of the City Manager with a one-time increase of \$15,000. Mayor Pro-Tem Kirkland seconded the motion. Motion carried unanimously.

10B. Sections 551.071 and 551.072 to seek advice of legal counsel to discuss and deliberate regarding the proposed sale of real estate property located adjacent to Blakey Lane.

MOTION: Council Member Plunkett moved to approve a not-to-exceed amount of \$750,000 for easement right of way and temporary construction and to appoint the City Manager to execute any and all documents necessary Council Member Fossler seconded the motion. Motion carried unanimously.

12. ADJOURNMENT

Upon receiving a motion duly made and a second to adjourn, Mayor Harris adjourned the December 9th Regular Meeting at 9:43 p.m.

CITY OF BASTROP, TEXAS

Ishmael Harris, Mayor

ATTEST:

Victoria Psencik, Assistant City Secretary

CITY OF BASTROP

**JOINT MEETING OF THE
BASTROP CITY COUNCIL AND
THE PLANNING AND ZONING COMMISSION**

MEETING MINUTES

Tuesday, December 16, 2025

A Joint Meeting of the Bastrop City Council and the Planning and Zoning Commission was conducted on Tuesday, December 16, 2025, at 5:30 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
Mayor Pro-Tem John Kirkland
Council Member Cynthia Meyer
Council Member Kerry Fossler
Council Member Kevin Plunkett
Council Member Perry Lowe

Staff Present

City Manager Sylvia Carrillo-Trevino
Assistant City Manager Andres Rosales
Assistant City Attorney Stan Springerley
City Secretary Michael Muscarello
Assistant City Secretary Victoria Psencik
Assistant to the City Manager Vivianna Andres
Executive Assistant to City Manager Taylor Andry
Public Information Officer Colin Guerra
Senior Planner Brittany Epling
Planner I Alondra Macias
Development Services Coordinator Nicole Peterson
Discover Bastrop Director Michaela Joyce
Parks and Recreation Director Jason Alfaro
Police Lieutenant Daniel McManus

Planning & Zoning Commissioners Present

Commissioner Chair Jordan Scott
Commissioner Christopher Toth
Commissioner Heather Greene
Commissioner Patrice Parsons
Commissioner David Barrow
Commissioner Keith Ahlborn

Planning & Zoning Commissioners Absent

Commissioner Gary Moss

1. CALL TO ORDER

1A. Call to Order – City Council

With a quorum being present, Mayor Harris called the City Council meeting to order at 5:30 p.m.

1B. Call to Order – Planning and Zoning Commission

With a quorum being present, Commission Chair Scott called the Planning and Zoning Commission meeting to order at 5:30 p.m.

2. PLEDGE OF ALLEGIANCE

Mayor Harris led the Pledge of Allegiance to both flags.

3. INVOCATION

Council Member Lowe delivered the Invocation.

4. WORK SESSIONS / BRIEFINGS**4A. Development Code Rewrite – Overview, Policy Direction, and Workshop Discussion.**

Submitted and Presented by: Brittany Epling, Senior Planner

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

5. CITIZEN COMMENTS

Citizen(s) submission to address the City Council: Pablo Serna.

6. ADJOURNMENT**6A. Adjourn – City Council**

Upon receiving a motion duly made and a second to adjourn, Mayor Harris adjourned the City Council meeting at 6:53 p.m. without objection.

6B. Adjourn – Planning and Zoning Commission

Upon receiving a motion duly made and a second to adjourn, Commission Chair Scott adjourned the Planning and Zoning Commission meeting at 6:53 p.m. without objection.

CITY OF BASTROP, TEXAS**PLANNING AND ZONING COMMISSION**

Ishmael Harris, Mayor

Jordan Scott, Commission Chair

ATTEST:

ATTEST:

Victoria Psencik, Assistant City Secretary

David Barrow, Commission Vice Chair

CITY OF BASTROP

BASTROP CITY COUNCIL

SPECIAL CITY COUNCIL MEETING MINUTES

Tuesday, December 16, 2025

The Bastrop City Council met at a Special Meeting at 7:30 p.m. on Tuesday, December 16, 2025, 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-Tem John Kirkland
 Council Member Cynthia Meyer
 Council Member Kerry Fossler
 Council Member Perry Lowe
 Council Member Kevin Plunkett

Staff Present

City Manager Sylvia Carrillo-Trevino
 Assistant City Manager Andres Rosales
 Assistant City Attorney Stan Springerley
 City Secretary Michael Muscarello
 Assistant City Secretary Victoria Psencik
 Assistant to the City Manager Viviana Andres
 Public Information Manager Colin Guerra
 Finance Director Judy Sandroussi
 Assistant Finance Director Laura Allen
 Executive Assistant to City Manager Taylor Andry
 Senior Planner Brittany Epling
 Discover Bastrop Director Michaela Joyce
 Police Chief Vicky Steffanic

1. CALL TO ORDER

With a quorum present, Mayor Harris called the Special City Council Meeting to order at 7:30 p.m.

2. PLEDGE OF ALLEGIANCE – United States of America and Texas Flags

Mayor Harris led the Pledge of Allegiance.

3. INVOCATION

Mayor Pro-Tem Kirkland delivered the Invocation.

4. CITIZEN COMMENT(S)

Citizen(s) addressing the City Council on an item listed on the agenda: Ben Coleman.

5. CONSENT AGENDA

- 5A. **Consider action to approve the second reading of Ordinance No. 2025-85 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; and establishing an effective date.**

Submitted by: Laura Allen, Assistant Finance Director

Mayor Harris called for requests to remove any item from the Consent Agenda for separate discussion. **No** items were requested for removal.

MOTION: Mayor Pro-Tem Kirkland moved to approve the Consent Agenda as presented after Item 5A was read into record by Mayor Harris. Council Member Fossler seconded the motion. Motion carried unanimously.

6. ITEMS FOR INDIVIDUAL CONSIDERATION

- 6A. **Consider and act on Resolution 2025-215 of the City Council of the City of Bastrop, Texas, authorizing the dissolution of the Hunters Crossing Public Improvement Board and having the City of Bastrop City Council serve in the best interests of the Hunters Crossing Public Improvement District.**

Submitted by: Sylvia Carrillo, City Manager and Judy Sandroussi, Finance Director

Mayor Harris announced that Item 6A on Items for Individual Consideration was going to be tabled to the next Regular Meeting.

7. EXECUTIVE SESSION

Mayor Harris announced that the City Council would not be convening into Executive Session. Item 7A will be discussed at a future meeting.

- 7A. **Section 551.071 to seek advice of legal counsel to discuss and deliberate regarding the Bastrop Economic Development Corporation.**

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

No action was taken as there was not an Executive Session.

9. ADJOURNMENT

Upon receiving a motion duly made and a second to adjourn, Mayor Harris adjourned the December 16th Special Meeting at 7:36 p.m.

CITY OF BASTROP, TEXAS

Ishmael Harris, Mayor

ATTEST:

Victoria Psencik, Assistant City Secretary



STAFF REPORT

MEETING DATE: January 13, 2026

TITLE:

Conduct a public hearing, consider and act on Ordinance No. 2026-01 to approve and adopt the 2026 Schedule of Uniform Submittal Dates for Plats in accordance with the Bastrop Building Block (B³) Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates, and the Bastrop Building Block (B³) Technical Manual Section 1.2.002 Uniform Submittal Dates, as shown in Exhibit A, and move to include on the January 27, 2026 Consent Agenda City Council for the second reading.

STAFF REPRESENTATIVE:

James E. Cowey, Director of Development Services

BACKGROUND/HISTORY:

House Bill 3167 (86th Texas Legislature), codified in Texas Local Government Code Chapter 212, requires that subdivision applications—such as preliminary plats, final plats, replats, and related plat applications—be approved, approved with conditions, or disapproved by the applicable approving authority within 30 days of submission, or they are deemed approved by inaction. The approving authority varies by plat application type and may be Staff or the Planning & Zoning Commission.

House Bill 3699 (88th Texas Legislature) removed the applicability of “plans” from the statutory shot clock, leaving plats subject to the 30-day action requirement.

POLICY EXPLANATION:

Texas Local Government Code Chapter 212, Subchapter A, Section 212.002 authorizes the governing body of a municipality, after a public hearing, to adopt rules governing plats and subdivisions of land within its jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality.

To ensure compliance with Texas Local Government Code Chapter 212 (and any applicable provisions of Chapter 211), City Council annually adopts a Schedule of Uniform Submittal Dates for plat applications. The Schedule includes dates for application acceptance, completeness checks, recommendation/approval deadlines, and any required Planning & Zoning Commission and City Council meetings.

Holiday adjustments include:

- Moving submittal dates to Tuesday when Monday is a City holiday.
- Moving Planning & Zoning Commission meetings to the week prior to Thanksgiving and Christmas.
- Adjusting submittal checks when a Tuesday is a holiday. Adjustments from the regular schedule are shown in bold italics on the Schedule.

PLANNING AND ZONING RECOMMENDATION:

The Planning and Zoning Commission held a Public Hearing on December 18, 2025, to consider and act to recommend approval to City Council for the 2026 schedule of Uniform Submittal Dates for Plats in accordance with the Bastrop Building Block (B³) Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates, and the Bastrop Building Block (B³) Technical Manual Section 1.2.002 Uniform Submittal Dates. The motion was made to recommend approval to the City Council and it passed unanimously.

RECOMMENDATION:

Take action on Ordinance No. 2026-01 and approve the 2026 Schedule of Uniform Submittal Dates for Plats, in accordance with B³ Code Section 2.3.004 and B³ Technical Manual Section 1.2.002, as shown in Exhibit A; and move to include on the January 27, 2026 Consent Agenda City Council for the second reading.

ATTACHMENTS:

- Ordinance No. 2026-01
- Exhibit A – 2026 Schedule of Uniform Submittal Dates

ORDINANCE NO. 2025-01

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS TO ADOPT THE 2026 SCHEDULE OF UNIFORM SUBMITTAL DATES FOR PLATS IN ACCORDANCE WITH THE BASTROP BUILDING BLOCK (B³) CODE SECTION 2.3.004 ANNUAL ADOPTION OF SCHEDULE OF UNIFORM SUBMITTAL DATES, AND THE BASTROP BUILDING BLOCK TECHNICAL MANUAL SECTION 1.2.002 UNIFORM SUBMITTAL DATES, AS SHOWN IN EXHIBIT A, ESTABLISHING A REPEALING CLAUSE, PROVIDING SEVERABILITY, 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 House Bill 3167 of the 86th Session of the Texas Legislature requires that subdivision applications such as preliminary plat, final plats, replats and amended plats be approved, approved with conditions, or disapproved by staff and/or Planning & Zoning Commission within 30 days of submission or it is deemed approved by inaction which was amended by House Bill 3699 of the 88th Session of the Texas Legislature to exempt plans from this requirement; and
- WHEREAS,** Texas Local Government Code Chapter 212, Subchapter A. Regulation of Subdivisions, Section 212.002. Rules, grants authority to a governing body of a municipality, after conducting a public hearing on the matter, to adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and
- WHEREAS,** City Council will annually adopt a Schedule of Uniform Submittal Dates to comply with Texas Local Government Code Chapters 211 and 212 for Plat applications. The Schedules of Uniform Submittal Dates will include dates applications will be accepted, when review for completeness checks will occur, when recommendations or approvals are made, and dates of any required Planning & Zoning Commission and/or City Council meetings.
- 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.** The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.
- Section 2.** The City Council hereby adopts the 2026 Schedule of Uniform Submittal Dates, in accordance with B³ Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates for Site Plans, and Place Type Zoning Changes and B³ Technical Manual Section 1.2.002 Uniform Submittal Dates, as attached in Exhibit A.
- Section 3.** 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 4.** 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 5.** 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 6.** 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 13th day of January 2026.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 27th day of January 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:

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



2026 Schedule of Uniform Submittal Dates

Plats Requiring Planning & Zoning Commission Approval



Preliminary and Final Plats

Submittal Dates	Submittal Check Date	Comments Issued Date	Planning & Zoning Commission	Resubmittal Date	Plat Recommendation	Planning & Zoning Commission Packet Published	Planning & Zoning Commission Meeting Date
Must be received by 4:00 pm CDT (Monday unless City holiday)	All submissions must have all required items to enter review	Approved, Approved with Conditions, or Denied (Thursday)		For projects that were Approved with Conditions (Monday)		(Friday)	(Thursday)
2/2/2026	2/3/2026	2/12/2026	2/26/2026	3/3/2026	3/12/2026	3/20/2026	3/26/2026
3/2/2026	3/2/2026	3/12/2026	3/26/2026	4/6/2026	4/16/2026	4/24/2026	4/30/2026
4/6/2026	4/7/2026	4/16/2026	4/30/2026	5/4/2026	5/14/2026	5/22/2026	5/28/2026
5/4/2026	5/5/2026	5/14/2026	5/28/2026	6/1/2026	6/11/2026	6/18/2026	6/25/2026
6/1/2026	6/2/2026	6/11/2026	6/25/2026	7/6/2026	7/16/2026	7/24/2026	7/30/2026
7/6/2026	7/7/2026	7/16/2026	7/30/2026	8/3/2026	8/13/2026	8/21/2026	8/27/2026
8/3/2026	8/4/2026	8/13/2026	8/27/2026	9/8/2027	9/17/2026	9/18/2026	9/24/2026
9/8/2026	9/8/2026	9/17/2026	9/24/2026	10/5/2026	10/15/2026	10/23/2026	10/29/2026
10/5/2026	10/6/2026	10/15/2026	10/29/2026	11/2/2026	11/12/2026	12/11/2026	12/17/2026
11/2/2026	11/3/2026	11/12/2026	11/19/2026	12/7/2026	12/17/2026	1/22/2027	1/28/2027
12/7/2026	12/8/2026	12/17/2026	12/17/2026	1/4/2027	1/14/2027	1/22/2027	1/28/2027
1/4/2027	1/5/2027	1/14/2027	1/28/2027	2/1/2027	2/11/2027	2/19/2027	2/25/2027
2/1/2027	2/2/2027	2/11/2027	2/25/2027	3/1/2027	3/11/2027	3/19/2027	3/25/2027
3/1/2027	3/2/2027	3/11/2027	3/25/2027	4/5/2027	4/15/2027	4/23/2027	4/29/2027

2026 Schedule of Uniform Submittal Dates

Plats Administratively Approved



Amending, Minor, Replats

Submittal Dates	Submittal Check Date	First Administrative Decision Date	Resubmittal Date	Final Administrative Decision Date
Must be received by 4:00 pm CDT (Monday unless City holiday)	All submissions must have all required items to enter review	Approved, Approved with Conditions, Denied (Thursday)	For projects that were Approved with Conditions (Monday unless City holiday)	Verify conditions have been met for Approved with Conditions projects
2/2/2026	2/3/2026	2/12/2026	2/16/2026	2/26/2026
3/2/2026	3/2/2026	3/12/2026	3/16/2026	3/26/2026
4/6/2026	4/7/2026	4/16/2026	4/20/2026	4/30/2026
5/4/2026	5/5/2026	5/14/2026	5/18/2026	5/28/2026
6/1/2026	6/2/2026	6/11/2026	6/15/2026	6/25/2026
7/6/2026	7/7/2026	7/16/2026	7/20/2026	7/30/2026
8/3/2026	8/4/2026	8/13/2026	8/17/2026	8/27/2026
9/8/2027	9/8/2026	9/17/2026	9/21/2026	10/1/2026
10/5/2026	10/6/2026	10/15/2026	10/19/2026	10/29/2026
11/2/2026	11/3/2026	11/12/2026	11/16/2026	12/3/2026
12/7/2026	12/8/2026	12/17/2026	12/21/2026	1/31/2027
1/4/2027	1/5/2027	1/14/2027	1/19/2027	1/28/2027
2/1/2027	2/2/2027	2/11/2027	2/15/2027	2/25/2027
3/1/2027	3/2/2027	3/11/2027	3/15/2027	3/25/2027