

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



August 26, 2025
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** - Bailey Alexander and Jorge Salazar Zarate, Student Council Representatives from Colorado River Collegiate Academy

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

- 3. INVOCATION** - Robert Oliver, City of Bastrop Police Chaplain

4. PRESENTATIONS

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

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

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

1. Streets Update
2. Wastewater Treatment Plant Update
3. Park Improvements Update
4. Development Update

5. WORK SESSIONS/BRIEFINGS - NONE

6. STAFF AND BOARD REPORTS

- 6A. Receive a presentation on the unaudited Monthly Financial Report for the period ending July 2025.

Submitted by: Laura Allen, Assistant Finance Director

7. CITIZEN COMMENTS

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

8. CONSENT AGENDA

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

- 8A. Consider and act to approve the Bastrop City Council minutes from the August 12, 2025, Regular Meeting.

Submitted by: Victoria Psencik, Assistant City Secretary

- 8B. Consider and act on Resolution No. R-2025-151, amending the Rules of Procedure for the City Council and Boards & Commissions, Article 2, General Rules of Procedure and Policies, Sections 2.2 and 2.4, to reflect recent legislation and updated meeting dates.

Submitted by: Michael Muscarello, City Secretary

- 8C. Consider and act on Resolution No. R-2025-145, awarding a contract, attached as Exhibit A, for the installation of holiday lighting to Decor IQ in the amount of Two Hundred Four Thousand Six Hundred Thirty-Six and 26/100 Dollars (\$204,636.26).

Submitted by: Vicky Steffanic, Chief of Police

- [8D.](#) Consider and act on Resolution No. R-2025-149, approving the Bastrop Economic Development Corporation's ("BEDC") expenditure for grant writing services with International Consulting Engineers (ICE), in the amount of Eight Thousand Dollars (\$8,000) plus a six percent (6%) success fee.

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

- [8E.](#) Consider and act on Resolution No. R-2025-147, approving a Public Improvement Plan Agreement with Hunt Communities Bastrop LLC for The Colony MUD 1F Section 6, as attached in Exhibit A.

Submitted by: Brittany Epling, Senior Planner

- [8F.](#) Consider and act on Resolution No. R-2025-148, approving a Public Improvement Plan Agreement with Hunt Communities Bastrop LLC for The Colony MUD 1G Offsite Wastewater Improvements, as attached in Exhibit A.

Submitted by: Brittany Epling, Senior Planner

- [8G.](#) Consider and act on Resolution No. R-2025-153, delaying action on an ordinance authorizing the City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation in an amount not to exceed \$20,000,000; and other matters related thereto.

Submitted by: Judy Sandroussi, Finance Director

9. ITEMS FOR INDIVIDUAL CONSIDERATION

- [9A.](#) Consider and act to approve the second reading of Ordinance No. 2025-55, amending the budget for the Fiscal Year 2025 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A.

Submitted by: Laura Allen, Assistant Finance Director

- [9B.](#) Consider and act on Resolution No. R-2025-146, setting a public hearing to consider the adoption of an amendment to the Roadway Impact Fee.

Submitted by: Viviana Nicole Andres, Assistant to the City Manager

- [9C.](#) Consider and act on the first reading of Ordinance No. 2025-64, amending the Bastrop Code of Ordinances, Chapter 16 – Stormwater Drainage, Section 16.01.003 titled "Technical standards, design methods and procedures" and Section 16.01.008 titled "Maintenance agreement" and move to include on the September 9, 2025, agenda for a second reading.

Submitted by: Elizabeth Wick, CFM, Project Manager

- [9D.](#) Consider and act on Resolution No. R-2025-150, authorizing the City Manager to approve Amendment #1 to the original Professional Services Agreement with Huitt-Zollars for the design and construction phase services of Old Iron Bridge Rehabilitation.

Submitted by: Elizabeth Wick, CFM, Project Manager

10. EXECUTIVE SESSION

- 10A. City Council shall convene into a closed executive session pursuant to Texas Local Government Code Section 551.071 to seek advice of legal counsel to discuss and deliberate regarding construction contracts related to the Wastewater Treatment Plant #3.
- 10B. City Council shall convene into a closed executive session pursuant to Texas Local Government Code Section 551.072 to deliberate the purchase, exchange, lease, or value of real property located on Lovers Lane.
- 10C. City Council shall convene into a closed executive session pursuant to Texas Local Government Code Section 551.074 to deliberate the appointment, employment, and evaluation of the City Manager.
- 10D. City Council shall convene into a closed executive session pursuant to Texas Local Government Code Section 551.072 to deliberate the purchase, exchange, lease, or value of real property located on Pine Street.

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

12. ADJOURNMENT

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Thursday, August 21, 2025 at 5:30 p.m. and remained posted for at least two hours after said meeting was convened.

/s/Victoria Psencik
Victoria Psencik, Assistant City Secretary



STAFF REPORT

MEETING DATE: August 26, 2025

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: August 26, 2025

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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- (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: August 26, 2025

TITLE:

City Manager's Report

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

POLICY EXPLANATION:

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

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

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



STAFF REPORT

MEETING DATE: August 26, 2025

TITLE:

Receive presentation on the unaudited Monthly Financial Report for the period ending July 2025.

AGENDA ITEM SUBMITTED BY:

Laura Allen, Assistant Finance Director

BACKGROUND/HISTORY:

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

This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, as adopted by Resolution R-2024-87 on July 23, 2024.

July Highlights Include:

- All funds have a positive bottom line. With revenue exceeding the forecast by 10% and expenditures under the forecast by 30%.

Items to Draw Attention to Include:

Revenue

- The General Fund overall revenue is less than 1% below forecast or -\$18,939.
- Sales Tax is less than forecast by 3.6%. In regard to the General Fund that equates to a deficit of \$268,734.
- Property Tax proceeds are over forecast by 3.77% or \$207,591.
- Impact Fees continue to remain above forecast with revenues exceeding forecast by 24.5%.
- Water/Wastewater revenues exceed the forecast by 2.51% or \$193K.
- BP&L revenues is below forecast by -0.50% which equates to -\$38,586.
- HOT proceeds exceed the forecast by 2.9%.
- Development Services exceeded the forecast by 27.3% or \$427,193.

Expenditures

- General Fund actual expenditures are running 96.9% to forecast.
- Water/Wastewater actual expenditures are running 95.4% of projections.
- Electric's expenses are 4.3% below forecast.
- HOT funds actual expenses are 95.8% of projected forecast.
- Development Services actual expenses are at 95.2% of the forecast.
- The only fund with expenditures exceeding forecast is W/WW Debt Service fund. This is due to some interest on Debt Series 2024 that was not included in the budget.

CITY OF BASTROP

Comprehensive Monthly Financial Report (Unaudited)

July 2025



Performance at a Glance as of July 31, 2025

		YEAR TO DATE	REFERENCE
ALL FUNDS SUMMARY		POSITIVE	Page 3-4
SALES TAXES		WARNING	Page 6
PROPERTY TAXES		POSITIVE	Page 7
GENERAL FUND EXPENSE BY DEPARTMENT		POSITIVE	Page 8
WATER/WASTEWATER REVENUES		POSITIVE	Page 9
WATER/WASTEWATER EXPENDITURES BY DIVISION		POSITIVE	Page 10
ELECTRIC REVENUES		WARNING	Page 11
HOTEL OCCUPANCY TAX REVENUES		POSITIVE	Page 12
HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION		POSITIVE	Page 13
DEVELOPMENT SERVICES REVENUES		POSITIVE	Page 14
DEVELOPMENT SERVICES EXPENDITURES BY DIVISION		POSITIVE	Page 15
STREET MAINTENANCE REVENUES		POSITIVE	Page 16
PERFORMANCE INDICATORS			
POSITIVE	= Positive variance or negative variance < 1% compared to seasonal trends		
WARNING	= Negative variance of 1-5% compared to seasonal trends		
NEGATIVE	= Negative variance of > 5% compared to seasonal trends		

REVENUE SUMMARY BY FUND					
	FY2025		FY2025		FY2025
	<u>Approved Budget</u>		<u>Forecast YTD</u>		<u>Actual YTD</u>
					<u>Variance</u>
General	\$ 17,841,342		\$ 15,600,678		\$ 15,581,739 -0.1%
Designated	92,210		78,025		133,728 71.4%
General Fund One-time	8,000		6,667		8,611 29.2%
Development Services	1,930,000		1,565,167		2,015,153 28.8%
Street Maintenance	3,039,000		2,485,777		2,795,961 12.5%
General Fund Debt Service	4,529,812		3,869,788		4,006,353 3.5%
CIP General Gov't Projects	841,057				156,201 0.0%
Land Acquisition	-		-		12,316 0.0%
Water/Wastewater	9,628,000		7,697,880		7,891,408 2.5%
Water/Wastewater Debt	6,617,960		4,619,717		5,668,576 22.7%
Water/Wastewater Capital Proj	140,000		116,667		143,105 22.7%
Impact Fees	3,415,997		2,696,664		3,357,423 24.5%
Vehicle & Equipment Replacement	2,195,311		1,939,760		1,960,885 1.1%
Electric	9,484,000		7,746,650		7,708,217 -0.5%
HOT Tax Fund	3,958,000		3,297,093		3,310,168 0.4%
Library Board	21,000		17,500		28,580 63.3%
Cemetery (Adjusted due to CIP)	202,800		161,500		195,127 20.8%
Capital Bond Projects	387,500		-		945,211 0.0%
Grant Fund	6,667,945		-		1,440,855 0.0%
Park/Trail Land Dedicaiton	1,865		1,554		1,755 12.9%
Hunter's Crossing PID	581,279		580,107		519,987 -10.4%
Bastrop EDC	1,663,322		1,374,861		1,433,173 4.2%
TOTAL REVENUES	\$ 73,246,400		\$ 53,856,055		\$ 59,314,532 10.1%
POSITIVE	= Positive variance or negative variance < 1% compared to forecast				
WARNING	= Negative variance of 1-5% compared to forecast				
NEGATIVE	= Negative variance of >5% compared to forecast				

EXPENSE SUMMARY BY FUND					
	FY2025		FY2025		FY2025
	<u>Approved Budget</u>		<u>Forecast YTD</u>		<u>Actual YTD</u>
					<u>Variance</u>
General	\$ 18,821,513		\$ 15,847,672		\$ 15,353,281 -3.1%
Designated	234,800		195,667		51,437 -73.7%
General Fund One-time	131,000		111,000		93,586 -15.7%
Development Services	1,910,655		1,592,213		1,515,295 -4.8%
Street Maintenance	3,894,000		3,245,000		1,965,029 -39.4%
Debt Service	4,529,812		4,170,160		3,847,213 -7.7%
General Gov't Projects	839,557				102,897 0.0%
Land Acquisition	303,483		303,483		302,710 -0.3%
Water/Wastewater	11,527,501		9,930,860		9,477,214 -4.6%
Water/Wastewater Debt	6,617,959		6,617,959		6,775,759 2.4%
Water/Wastewater Capital Proj.	140,000		116,667		35,117 -69.9%
Revenue Bond, Series 2020	-		-		681,495 0.0%
CO, Series 2021	1,264,772		1,053,977		598,414 -43.2%
CO, Series 2024	36,845,000		30,704,167		16,557,131 -46.1%
Impact Fees	3,707,000		3,089,167		2,444,929 -20.9%
Vehicle & Equipment Replacement	3,005,368		2,663,498		2,645,029 -0.7%
Electric	9,348,350		7,673,834		7,344,230 -4.3%
HOT Tax Fund	4,390,117		3,987,929		3,821,209 -4.2%
Library Board	18,800		15,667		12,338 -21.2%
Cemetery	815,567		688,973		507,872 -26.3%
Hunter's Crossing PID	559,019		537,833		536,758 -0.2%
CO, Series 2018	494,000		411,667		186,180 0.0%
Limited Tax Note, Series 2020	32,500		27,083		- 0.0%
America Rescue Plan	2,433,071		-		- 0.0%
CO, Series 2022	2,241,950		1,868,292		46,056 0.0%
CO, Series 2023	13,500,000		11,250,000		1,307,601 0.0%
Grant Fund	6,667,944		5,556,620		1,537,064 0.0%
Bastrop EDC	3,482,116		3,008,136		2,408,843 -19.9%
TOTAL EXPENSES	\$ 137,755,854		\$ 114,667,523		\$ 80,154,688 -30.1%

POSITIVE
WARNING
NEGATIVE

= Positive variance or negative variance < 1% c ompared to forecast

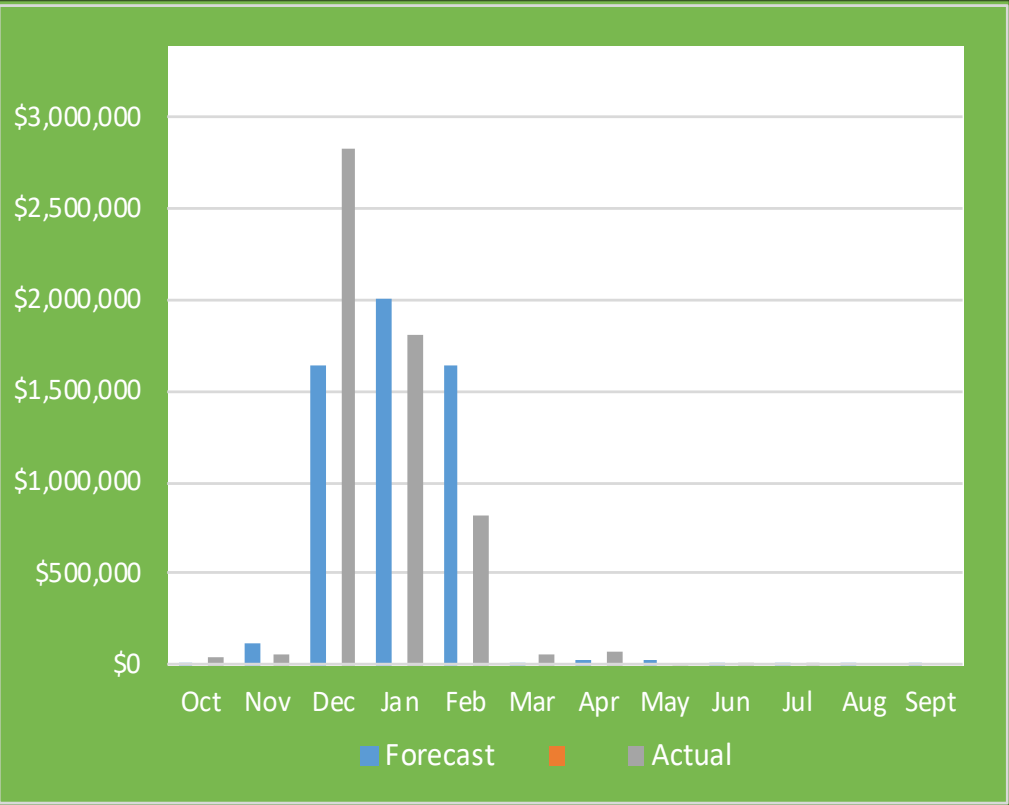
= Negative variance e of 1-5% compared to forecast

= Negative variance e of >5% c ompared to forecast

SALES TAX REVENUE										
Total Per Month from the State						Allocation Based on Rate*				
	FY2025	FY2024	FY2023	FY2022	FY2021	2024-2025				
						BEDC	Street	City	Total	
Oct	931,579	1,060,649	954,398	830,741	684,402	Oct	77,632	232,895	621,052	931,579
Nov	979,392	1,021,968	962,220	955,667	759,657	Nov	81,616	244,848	652,928	979,392
Dec	1,046,364	955,780	941,605	839,693	721,007	Dec	87,197	261,591	697,576	1,046,364
Jan	1,077,869	1,030,693	978,537	931,798	711,849	Jan	89,822	269,467	718,580	1,077,869
Feb	1,556,639	1,198,859	1,173,677	1,063,051	907,369	Feb	129,720	389,160	1,037,759	1,556,639
Mar	978,177	916,206	901,054	791,530	690,871	Mar	81,515	244,544	652,118	978,177
Apr	866,944	1,018,673	923,239	774,413	601,543	Apr	72,245	216,736	577,963	866,944
May	1,070,083	1,041,718	1,083,119	995,806	967,408	May	89,174	267,521	713,389	1,070,083
Jun	1,095,447	1,093,357	905,039	946,520	849,950	Jun	91,287	273,862	730,298	1,095,447
Jul	1,051,036	1,035,037	1,076,736	961,322	826,835	Jul	87,586	262,759	700,691	1,051,036
Aug		1,059,959	1,162,918	1,037,028	935,725	Aug				
Sep		1,218,057	967,537	957,229	869,998	Sep				
Total	10,653,530	12,650,953	12,030,080	11,084,799	9,526,614	Total	887,794	2,663,383	7,102,354	10,653,530
-										
WARNING	Sales Tax is 50% of the total budgeted revenue for General Fund. As of June the year-to-date revenue is -3.6% less than forecast.									

REVENUE ANALYSIS			
PROPERTY TAX REVENUE			
	FY2025	FY2025	Monthly
Month	Forecast	Actual	Variance
Oct	\$ 8,000	\$ 38,904	\$ 30,904
Nov	114,338	59,718	\$ (54,620)
Dec	1,646,236	2,830,920	\$ 1,184,684
Jan	2,001,704	1,804,746	\$ (196,958)
Feb	1,645,064	817,841	\$ (827,223)
Mar	15,934	61,229	\$ 45,295
Apr	26,868	75,235	\$ 48,367
May	26,868	(2,093)	\$ (28,961)
Jun	10,467	14,342	\$ 3,875
Jul	10,467	12,695	\$ 2,228
Aug	10,467		\$ (10,467)
Sept	10,467		\$ (10,467)
Total	\$ 5,526,880	\$ 5,713,537	\$ 186,657
Cumulative Forecast	\$ 5,505,946		
Actual to Forecast	\$ 207,591	3.77%	
POSITIVE	Property tax represents 30.7% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. As of July actuals continue to exceed forecast by 3.77%.		

Month	Forecast (\$)	Actual (\$)
Oct	8,000	38,904
Nov	114,338	59,718
Dec	1,646,236	2,830,920
Jan	2,001,704	1,804,746
Feb	1,645,064	817,841
Mar	15,934	61,229
Apr	26,868	75,235
May	26,868	(2,093)
Jun	10,467	14,342
Jul	10,467	12,695
Aug	10,467	(10,467)
Sept	10,467	(10,467)



GENERAL FUND EXPENDITURES BY DEPT.

Department	Forecast YTD	Actual YTD
Legislative	\$100,000	\$100,000
Organizational	\$200,000	\$400,000
City...	\$600,000	\$600,000
City...	\$300,000	\$200,000
Finance	\$1,800,000	\$1,900,000
Human...	\$400,000	\$300,000
Informati...	\$800,000	\$700,000
Communi...	\$600,000	\$500,000
Police	\$5,000,000	\$4,800,000
Fire	\$1,500,000	\$1,300,000
Municipal...	\$400,000	\$300,000
Engineering	\$400,000	\$300,000
Library	\$800,000	\$700,000
Fleet &...	\$1,500,000	\$1,400,000
Parks	\$1,500,000	\$1,400,000

This page compares forecast to actual by department within the General Fund. Actuals expenditures are at 96.9% of projections. Organizational is over due to transfer out to Cemetery fund due to the capital expenses related to the columbarium. Finance is exceeding forecasted expenditures due to timing of some audit related expenses.

WATER/WASTEWATER REVENUE

A bar chart comparing Forecast and Actual values for months Oct through Sept. The Y-axis ranges from \$0 to \$1,200,000. Forecast values are shown in blue and Actual values in grey.

Month	Forecast	Actual
Oct	\$770,000	\$820,000
Nov	\$690,000	\$790,000
Dec	\$670,000	\$730,000
Jan	\$700,000	\$720,000
Feb	\$700,000	\$750,000
Mar	\$740,000	\$770,000
Apr	\$770,000	\$800,000
May	\$870,000	\$840,000
Jun	\$920,000	\$820,000
Jul	\$870,000	\$840,000
Aug	\$910,000	
Sept	\$1,020,000	

The water and wastewater actual revenue is higher than forecast by 2.51%. There were 18 new residential meters and 2 new commercial meters set this month.

COMPREHENSIVE MONTHLY FINANCIAL REPORT – July 2025

REVENUE ANALYSIS			
ELECTRIC FUND REVENUE			
	FY2025	FY2025	Monthly
Month	Forecast	Actual	Variance
Oct	\$ 615,889	\$ 699,941	\$ 84,052
Nov	606,866	646,432	\$ 39,566
Dec	662,014	572,362	\$ (89,652)
Jan	852,447	780,591	\$ (71,856)
Feb	667,972	710,564	\$ 42,592
Mar	733,308	694,483	\$ (38,825)
Apr	727,031	654,525	\$ (72,506)
May	802,373	1,176,828	\$ 374,455
Jun	1,083,612	829,866	\$ (253,746)
Jul	995,138	942,473	\$ (52,665)
Aug	994,686		\$ (994,686)
Sept	743,126		\$ (743,126)
Total	\$ 9,484,462	\$ 7,708,064	\$ (1,776,398)
Cumulative Forecast	\$ 7,746,650		
Actual to Forecast	\$ (38,586)	-0.50%	
WARNING	The Electric utility revenue continues to run extremely close to projects. As of June revenues are exceeding forecast by less than 1%.		

Month	Forecast	Actual
Oct	615,889	699,941
Nov	606,866	646,432
Dec	662,014	572,362
Jan	852,447	780,591
Feb	667,972	710,564
Mar	733,308	694,483
Apr	727,031	654,525
May	802,373	1,176,828
Jun	1,083,612	829,866
Jul	995,138	942,473
Aug	994,686	
Sept	743,126	

19

HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION

A bar chart comparing Forecast YTD (blue bars) and Actual YTD (gray bars) across five categories: Organizational, Convention Center, Main Street, BAIPP, and Rodeo. The y-axis represents dollar amounts from \$0 to \$3,500,000 in increments of \$500,000. The x-axis lists the categories. For each category, the Forecast YTD bar is on the left and the Actual YTD bar is on the right. The Organizational category shows the highest values, with a forecast of approximately \$2,900,000 and actuals of approximately \$2,750,000. The Convention Center category has a forecast of about \$750,000 and actuals of about \$650,000. Main Street has a forecast of about \$300,000 and actuals of about \$250,000. BAIPP and Rodeo have very low values, with forecasts around \$50,000 and actuals around \$25,000.

Category	Forecast YTD	Actual YTD
Organizational	\$2,900,000	\$2,750,000
Convention Center	\$750,000	\$650,000
Main Street	\$300,000	\$250,000
BAIPP	\$50,000	\$25,000
Rodeo	\$50,000	\$25,000

The chart displays the comparison between Forecast and Actual values for each month from October to September. The Y-axis represents the value in dollars, ranging from \$0 to \$350,000 in increments of \$50,000. The X-axis lists the months. Forecast values are represented by blue bars, and Actual values are represented by grey bars. Actual values are only present for the first eight months (Oct through Aug), while Forecast values are present for all months (Oct through Sept).

Month	Forecast (\$)	Actual (\$)
Oct	150,000	165,000
Nov	150,000	115,000
Dec	145,000	290,000
Jan	145,000	150,000
Feb	145,000	290,000
Mar	145,000	120,000
Apr	145,000	300,000
May	155,000	115,000
Jun	180,000	115,000
Jul	175,000	315,000
Aug	180,000	
Sept	185,000	

Council Travel and Training Summary FY2025										
	Lee	Nelson	Harris	Meyer	Plunkett	Fossler	Kirkland	Lowe	All/Misc	
Travel Per Diem 2024 TML Conference	\$ 613.60	\$ 421.06		\$ 172.50	\$ 356.08	\$ 421.06	\$ 172.50			
2024 TML Conference Lodging					\$ 749.66					
Per Diem/Mileage Reimb various meetings		\$ 162.14								
Workshop Registration	\$ 195.00									
Hotel - Houston	\$ 923.13	\$1,335.08		\$ 698.80	\$ 615.42	\$1,226.82	\$ 615.42			
Per Diem/Mileage Reimb	\$ 211.86									
TABCC	\$ 142.98									
Hotel for TML Workshop	\$ 170.22									
TML Midyear Conf	\$ 295.00					\$ 295.00				
April Chamber of Commerce	\$ 25.00			\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00			
Region 10 Quarterly Meeting	\$ 25.00				\$ 25.00	\$ 25.00	\$ 25.00			
Region 10 Quarterly Meeting Catering (Opera House)									\$ 2,303.04	
Hotel TML D Jackson (board member)									\$ 1,053.03	
Schlotskys Council Meeting Box Lunch									\$ 179.85	
CASA Casino Night									\$ 615.00	
Family Crisis Center Gala									\$ 850.00	
Chambers Banquet									\$ 1,135.00	
Box Lunch for Ribbon Cutting & Ground Break									\$ 149.72	
Mayor's Luncheon				\$ 18.75	\$ 18.75		\$ 37.50			
TML Newly Elected Official			\$ 245.00					\$ 245.00		
Council Retreat									\$ 6,265.11	
State of the City Breakfast						\$ 30.00	\$ 30.00			
Subtotal	\$ 2,601.79	\$ 1,918.28	\$ 245.00	\$ 915.05	\$ 1,789.91	\$ 2,022.88	\$ 905.42	\$ 245.00	\$ 12,550.75	

Council Legal Fees								
		Lee	Meyer	Plunkett	Fossler	Kirkland	Lowe	Mayor
April 2025		\$ 161.50			\$ 233.00			
May 2025						\$ 481.00		
June 2025					*REVISED	*REVISED		
July 2025					\$ 45.00	\$ 90.00		
August 2025								
September 2025								
	Subtotal	\$ 161.50	\$ -	\$ -	\$ 278.00	\$ 571.00	\$ -	\$ -
* July's fees were erroneously reported in June. June has be revised to show no applicable fees.								



STAFF REPORT

MEETING DATE: August 26, 2025

TITLE:

Consider and act to approve the Bastrop City Council minutes from the August 12, 2025, Regular 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 August 12, 2025, Regular Meeting.

ATTACHMENTS:

- DRAFT August 12 Regular Meeting

CITY OF BASTROP
BASTROP CITY COUNCIL
REGULAR CITY COUNCIL MEETING MINUTES

Tuesday, August 12, 2025

The Bastrop City Council met in a Regular Meeting at 6:30 p.m. on Tuesday, August 12, 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 / Fire Chief Andres Rosales
 Assistant City Attorney Stan Springerley
 City Secretary Michael Muscarello
 Assistant City Secretary Victoria Psencik
 Assistant to the City Manager Vivianna Andres
 Finance Director Judy Sandroussi
 Assistant Finance Director Laura Allen
 Development Services Director James Cowey
 Police Chief Vicky Steffanic
 Project Manager Elizabeth Wick
 Project Manager Sinem Aka Mudun
 Bastrop Power & Light Director Curtis Ervin
 Water / Wastewater Director Curtis Hancock
 Fleet & Facilities Manager Doug Haggerty
 Fire & IT Admin Assistant Kayla Trantham
 Digital Media Specialist Rick Gullikson

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

Emmerson and Ellason Thomas led the Pledge of Allegiance.

3. INVOCATION

City of Bastrop Police Chaplain Phil Woods delivered the Invocation.

4. PRESENTATIONS

4A. Mayor's Report

Mayor Harris read and presented a Proclamation to the Bastrop Knights Little League Baseball Team.

Mayor Harris read and presented a Proclamation to softball player, Olivia Donner.

4B. **Council Members' Report**

4C. **City Manager's Report**

A. Investment Committee

B. Capital Improvement Projects Update – Streets

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

4D. **Budget Workshop – Review Proposed FY 2025-2026 Budget**

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

4E. **Presentation regarding findings from the CHARM Workshop held on June 25, 2025.**

Presented by: Elizabeth Wick, Project Manager

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

6. **STAFF AND BOARD REPORTS – NONE**

7. **CITIZEN COMMENT(S)**

Citizen(s) addressing the City Council on an item, not on the agenda: Dax Havrilak, Reta Ward, and Cecilia Serna.

10. **CONSENT AGENDA**

10A. **Consider and act on the second reading of Ordinance No. 2025-61 to approve a map depicting the Municipal Boundary “City Limits” and the Extraterritorial Jurisdiction “ETJ” as required by State Law.**

Submitted by: Robert Barron, GIS Manager

10B. **Consider and act on the second reading of Ordinance No. 2025-58 to amend the City of Bastrop Code of Ordinances, Chapter 13 – Utilities, Article 13.14 Wireless Transmission Facilities, Section 13.14.021 to allow Wireless Transmission Facilities in the Employment Center (EC) place type.**

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

10D. **Consider and act on Resolution No. R-2025-121 of the City Council of the City of Bastrop, Texas, authorizing the installation of stop signs at various intersections by the Streets and Drainage Department.**

Submitted by: Vicky Steffanic, Chief of Police

- 10E. **Consider and act on Resolution No. R-2025-144, authorizing local funds contribution in the amount of \$686,900 in support of the City of Bastrop's application to the Texas General Land Office (GLO) for the Community Development Block Grant – Mitigation (CDBG-MIT) Program for the Colorado Riverbank Stabilization Project.**

Submitted by: Sinem Aka Mudun, Project Manager, Engineering and Capital Improvement Project Management

- 10F. **Consider and act to approve the Bastrop City Council minutes from the July 22, 2025, Regular Meeting, and the July 28, 2025, Special Budget Workshop.**

Submitted by: Victoria Psencik, Assistant City Secretary

Mayor Harris called for requests to remove any item from the Consent Agenda for separate discussion. Council Member Fossler requested that Item 10C be removed.

MOTION: Council Member Plunkett moved to approve the Consent Agenda as presented after Items 10A and 10B were read into the record by Mayor Harris, with the exclusion of Item 10C. Mayor Pro-Tem Kirkland seconded the motion. Motion carried unanimously.

* * * * *

- 10C. **Consider and act on the first reading of Ordinance No. 2025-55, amending the budget for the Fiscal Year 2025 in accordance with existing statutory requirements.**

Submitted and Presented by: Laura Allen, Assistant Finance Director

MOTION: Council Member Fossler moved to approve the first reading of Ordinance No. 2025-55 as presented and include on the August 26, 2025 Agenda for the second reading. Council Member Plunkett seconded the motion. Motion carried unanimously.

* * * * *

11. ITEMS FOR INDIVIDUAL CONSIDERATION

Before the Items for Individual Consideration were discussed, Mayor Harris announced that Item 11C would be included in the Executive Session.

- 11A. **Consider and act on the first reading of Ordinance No. 2025-65 authorizing the City Manager to sell the City-owned property located at 1808 Jasper Street, Bastrop, Texas, for the amount of \$210,000.00 and move to include on the August 26, 2025, Consent Agenda.**

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

MOTION: Council Member Fossler moved to approve the first reading of Ordinance No. 2025-65 as presented and include on the August 26, 2025 Agenda for the second reading. Council Member Plunkett seconded the motion. Motion carried unanimously.

- 11B. **Consider and act on the first reading of Ordinance No. 2025-45, amending the Trane Technologies Project Development Agreement (PDA), under the Omnia Partners Cooperative Purchase Agreement, for the design and construction of a new, high-efficiency wastewater treatment facility, and move to include on the August 26, 2025, Consent Agenda.**

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

MOTION: Mayor Pro-Tem Kirkland moved to **table** Item 11B until the next Regular Council Meeting on August 26, 2025. Council Member Plunkett seconded the motion. Motion carried unanimously.

- 11D. **Consider and act on Resolution No. R-2025-142, approving an engineering professional services contract with The Goodman Corporation for Task Order #5, Blakey Lane Roundabout Redesign in an amount not to exceed Eighty-Eight Thousand Dollars (\$88,000).**

Submitted and Presented by: Andres Rosales, Assistant City Manager

MOTION: Mayor Pro-Tem Kirkland moved to approve Resolution No. R-2025-142 as presented. Council Member Fossler seconded the motion. Motion carried unanimously.

- 11E. **Consider and act on directing Staff to begin the process of amending the “Experience Bastrop” Parks Master Plan for Mayfest Park to include the installation of a covering over the Rodeo Arena.**

Submitted and Presented by: Viviana Nicole Andres, Assistant to the City Manager

ORIGINAL MOTION: Council Member Plunkett moved to direct staff to begin the process of amending the “Experience Bastrop” Parks Master Plan for Mayfest Park to include things such as a potential covering over the rodeo arena and/or other improvements. Mayor Pro-Tem Kirkland seconded the motion.

Mayor Pro-Tem Kirkland made a **“friendly amendment”** to the Original Motion by replacing it with the following: *Move to approve a public process for making changes and amendments to Mayfest Park and the rodeo arena with the goal of increasing usage, which could include more events, greater seating capacity, parking, covering, drainage, and any additional improvements identified by the “rodeo people. Also, to set a not-to-exceed price for the “opinion of probable cost” discussed at \$50,000.*

Council Member Plunkett (Original Motion maker) accepted the friendly amendment.

REVISED MOTION: Council Member Plunkett moved to approve a public process for making changes and amendments to Mayfest Park and the rodeo arena with the goal of increasing usage, which could include more events, greater seating capacity, parking, covering, drainage, and any additional improvements identified by the “rodeo people. Also, to set a not-to-exceed price for the “opinion of probable cost” discussed at \$50,000. Mayor Pro-Tem Kirkland seconded the motion. Motion carried unanimously.

- 11F. **Consider and act on Resolution No. R-2025-143, approving an engineering professional services contract with BEFCO Engineering for Task Order #2, Water Street and Linden Street Pipe Bursting Design, in an amount not to exceed Eighty-Five Thousand Dollars (\$85,000).**

Submitted and Presented by: Andres Rosales, Assistant City Manager

MOTION: Mayor Pro-Tem Kirkland moved to approve Resolution No. R-2025-143 as presented. Council Member Plunkett seconded the motion. Motion carried unanimously.

8. EXECUTIVE SESSION

Mayor Harris closed the Open Meeting to convene the City Council into Executive (Closed) Session at 8:51 p.m. pursuant to Texas Government Code, Chapter 551 as follows:

- 8A. **Section 551.071 to seek advice of legal counsel to discuss and deliberate regarding the Hunter's Crossing Public Improvement District.**
- 8B. **Sections 551.071 and 551.074 of the Texas Government Code to consult with legal counsel and to deliberate on matters related to personnel within the Bastrop Fire Department.**

Item 11C is for Section 551.071 to seek advice of legal counsel:

- 11C. **Consider and act on Resolution No. R-2025-122, approving Change Order #4 with BAR Constructors, Inc. for a deduction of \$25,314.46 from the contract price and an addition of 249 calendar days to the contract time as part of the Wastewater Treatment Plant #3 Project.**

9. 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 10:25 p.m. and called for any action as a result of the Executive Session.

- 8A. **Section 551.071 to seek advice of legal counsel to discuss and deliberate regarding the Hunter's Crossing Public Improvement District.**

MOTION: Mayor Pro-Tem Kirkland moved to direct the City Manager and Hyde Kelley Firm to dissolve the Hunters Crossing Local Government Corporation, shedding its assets and related liabilities to the City or Property Owners Association (POA), as appropriate to minimize to the extent possible all operations and maintenance expenses until such time

the Public Improvement District (PID) can be dissolved, bringing back paperwork to execute these objectives. Council Member Meyer seconded the motion. Motion carried unanimously.

- 8B. **Sections 551.071 and 551.074 of the Texas Government Code to consult with legal counsel and to deliberate on matters related to personnel within the Bastrop Fire Department.**

No action was taken on Item 8B.

- 11C. **Consider and act on Resolution No. R-2025-122, approving Change Order #4 with BAR Constructors, Inc. for a deduction of \$25,314.46 from the contract price and an addition of 249 calendar days to the contract time as part of the Wastewater Treatment Plant #3 Project.**

MOTION: Council Member Meyer moved to approve Resolution No. R-2025-122 as presented. Mayor Pro-Tem Kirkland seconded the motion. Motion carried unanimously.

12. **ADJOURNMENT**

Upon receiving a motion duly made and seconded to adjourn, the August 12th Regular Meeting was adjourned at 10:26 p.m.

CITY OF BASTROP, TEXAS

Ishmael Harris, Mayor

ATTEST:

Victoria Psencik, Assistant City Secretary



STAFF REPORT

MEETING DATE: August 26, 2025

TITLE:

Consider and act on Resolution No. R-2025-151, amending the Rules of Procedure for the City Council and Boards & Commissions, Article 2, General Rules of Procedure and Policies, Sections 2.2 and 2.4, to reflect recent legislation and updated meeting dates.

AGENDA ITEM SUBMITTED BY:

Submitted by: Michael Muscarello, City Secretary

BACKGROUND/HISTORY:

The City Council's Rules of Procedure currently include Section 2.2 *Meetings Shall Be in Compliance*, which states:

"All meetings of the City Council shall be in compliance with the Texas Government Code, Chapter 551, Open Meetings Act, including the Act's prohibition of discussions about an item of public business among a quorum through a series of communications. Except in the case of an emergency meeting, notice of all meetings shall be given 72 hours before the time set for any meeting."

Recent legislation (House Bill 1522) now requires that agendas be posted **three business days prior to a meeting**, excluding both the day of posting and the day of the meeting. Accordingly, Section 2.2 requires amendment to reflect this change. The amended posting requirement will take effect **September 1, 2025**.

Section 2.4 *Regular Meetings* currently establishes regular City Council meetings on the second and fourth Tuesday of each month. Staff recommends updating this section to designate meetings on the **first and third Tuesday of each month**, to better accommodate City business. This change will take effect beginning **October 1, 2025**.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of Resolution No. R-2025-151 amending the Rules of Procedure for the City Council and Boards & Commissions, Article 2, Sections 2.2 and 2.4, to reflect updated legislative requirements and revised meeting dates.

ATTACHMENTS:

1. Resolution No. R-2025-151
2. Edited Rules of Procedure (Sections 2.2 and 2.4)

RESOLUTION NO. R-2025-151

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE RULES OF PROCEDURE FOR THE CITY COUNCIL AND BOARDS & COMMISSIONS, ARTICLE 2, GENERAL RULES OF PROCEDURE AND POLICIES, SECTIONS 2.2 AND 2.4, TO REFLECT RECENT LEGISLATION AND UPDATED MEETING DATES; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING EFFECTIVE DATES.

WHEREAS, the City Council of the City of Bastrop, Texas has adopted Rules of Procedure governing the conduct of its meetings and those of its Boards and Commissions; and

WHEREAS, Section 2.2 of the Rules of Procedure currently provides that notice of meetings shall be given at least 72 hours in advance, consistent with prior requirements of the Texas Government Code, Chapter 551, Open Meetings Act; and

WHEREAS, House Bill 1522, enacted by the 89th Texas Legislature, requires that meeting agendas be posted three business days in advance of a meeting, excluding the day of posting and the meeting day; and

WHEREAS, Section 2.4 of the Rules of Procedure establishes regular City Council meetings on the second and fourth Tuesday of each month; and

WHEREAS, the City Council desires to amend Section 2.4 to establish regular meetings on the first and third Tuesday of each month, to better align with City business operations; and

WHEREAS, it is in the best interest of the City of Bastrop to update its Rules of Procedure to remain compliant with state law and to support the efficient conduct of City business.

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

1. Amendments to Section 2.2 – Effective September 1, 2025.

Section 2.2 *Meetings Shall Be in Compliance* is amended to reflect the requirement that agendas be posted three business days prior to a meeting, excluding the day of posting and the day of the meeting, as provided by the Texas Government Code, Chapter 551, as amended by House Bill 1522. This amendment shall take effect September 1, 2025.

2. Amendments to Section 2.4 – Effective October 1, 2025.

Section 2.4 *Regular Meetings* is amended to state that regular City Council meetings shall be held on the first and third Tuesday of each month. This

amendment shall take effect October 1, 2025.

3. **Repealer.** All prior provisions of the Rules of Procedure in conflict with this Resolution are hereby repealed to the extent of such conflict.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 26th day of August 2025.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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



ARTICLE 1.

AUTHORITY, APPLICABILITY, AMENDMENT, AND ANNUAL REVIEW

1.1 Authority.

Article III, Section 3.13 of the City Charter of the City of Bastrop, Texas grants the City Council the right to determine its own rules of procedure. The following rules are enumerated under and by the authority of said provision.

1.2 Applicability.

The rules of procedure adopted by the City Council are applicable not only to the City Council, but also to all boards, commissions, and committees of the City of Bastrop. When applied to boards, commissions, and committees, the term Mayor means the chairperson and the terms City Council or Council Members means the members of the board, commission, or committee.

1.3 Amendment.

These rules may be amended, or new rules adopted by a minimum of three (3) of the five (5) voting members of the City Council present.

1.4 Annual Review.

Following the municipal elections each year, the Council will review these rules of procedure annually, make changes as appropriate, and adopt their own rules of procedure in accordance with the Charter at the first scheduled meeting in July. In the event no annual review occurs, the standing rules of procedure continue in effect. This does not limit the Council's right and ability to amend the rules at any other time during the year, in accordance with the Charter.

ARTICLE 2.

GENERAL RULES OF PROCEDURE AND POLICIES

2.1 Construction of Authority.

The construction of authority in all matters associated with the meetings and activities of the City Council, including the agenda, shall be (1) the U.S. Constitution and Statutes of the United States of America; (2) the Texas Constitution and Statutes of the State of Texas; (3) the City Charter; (4) the Code of Ordinances of the City of Bastrop, Texas; and (5) these rules. Rosenberg's Rules of Order are a preferred source of guidance for matters not addressed herein.

2.2 Meetings Shall Be in Compliance.

All meetings of the City Council shall be in compliance with the Texas Government Code, Chapter 551, Open Meetings Act including the Act's prohibition of discussions about an item of public business among a quorum through a series of communications. Except in the case of an emergency meeting, notice of all meetings shall be given ~~72 hours before the time set for any meeting.~~

at least three business days before the scheduled date of the meeting.

If meetings are held at Bastrop City Hall, they may be televised live on the City's television channel via the appropriate cable providers and/or live streamed via social media. If unable to televise meetings live due to technical difficulties, the meeting shall be recorded for a later broadcast. The Council meetings shall be rebroadcast as a part of the City's on-going channel programming.

The Bastrop City Hall is wheelchair accessible and special parking is available on the west side of the building. If special accommodations are required, please contact the City Secretary a minimum of 24 hours in advance at 512-332-8800.

2.3 Conduct of Meetings.

Meetings of the City Council shall be conducted according to the rules adopted by the City Council. For additional guidance (non-binding), the City Council may refer to Rosenberg's Rules of Order as amended herein and when not inconsistent with these rules.

2.4 Regular Meetings.

Regular meetings of the City Council shall be on the ~~second and fourth~~ **first and third** Tuesday of each month at 6:30 p.m. and end no later than 10:00 p.m. The Council may, by majority vote at a regular meeting, change the days or times of meetings as circumstances may necessitate. Per the City Charter, the Council shall meet regularly and at least once each month.

2.5 Special Meetings.

The City Council may hold as many additional, special meetings as may be necessary for the transaction of the business of the City. Special meetings of the City Council may be called as necessary upon written notice to the City Secretary by the Mayor or by any three (3) members of the City Council unless made at a regular meeting at which a quorum of Council Members is present. The City Manager and all Council Members shall be notified of all special meetings.

2.6 Emergency Meetings.

In case of an emergency or urgent public necessity, which shall be expressed in the meeting notice, it shall be sufficient if members receive, and notice is posted one (1) hour before the meeting is convened. Notice shall be provided also to the media as requested in accordance with the Texas Government Code, Section 551.047.

2.7 Workshops (Work Session).

Workshops are special meetings called for the purpose of conducting a detailed and thorough exploration of matters that may properly come before the City Council. Citizen comments on agenda items listed for open portions of the workshop can be addressed to the City Council (i.e., not executive session) before or during the City Council's consideration of the item.

2.8 Executive Sessions.

Executive sessions are meetings closed to the public. These sessions are only permitted for the purpose of discussing matters enumerated in Texas Government Code Chapter 551, the Open Meetings Act. Disclosure of topics to be discussed shall be made to the public in accordance with the requirements of the Open Meetings Act.

The City Council can retire into an executive session during a regular or special meeting as stated on



STAFF REPORT

MEETING DATE: August 26, 2025

TITLE:

Consider and act on Resolution No. R-2025-145, awarding a contract, attached as Exhibit A, for the installation of holiday lighting to Decor IQ in the amount of Two Hundred Four Thousand Six Hundred Thirty-Six and 26/100 Dollars (\$204,636.26).

AGENDA ITEM SUBMITTED BY:

Submitted by: Vicky Steffanic, Chief of Police

BACKGROUND/HISTORY:

2017 was the first year in which improvements were made to the holiday lighting. The feedback received was greatly positive. This year should be no different. The proposal includes lighting downtown, City Hall, Convention Center, Fire Station, and Library, as well as in Fisherman's Park, at a cost of \$204,636.26. The proposal has all the community favorites for the River of Lights event, such as the walk-through ornaments, beautifully lit trees, a branded photo frame, a large, decorated holiday tree, the shooting star arch, a Red and White Tunnel, and additional colored lighting along the walk, and more.

FISCAL IMPACT:

\$204,636.26 - Funding budgeted for FY 2026

RECOMMENDATION:

Consider and act on Resolution No. R-2025-145, awarding a contract, attached as Exhibit A, for the installation of holiday lighting to Decor IQ in the amount of Two Hundred Four Thousand Six Hundred Thirty-Six and 26/100 Dollars (\$204,636.26).

ATTACHMENTS:

1. Resolution
2. Holiday Light Proposal / Contract

RESOLUTION NO. R-2025-145

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, AWARDING A CONTRACT, ATTACHED, AS EXHIBIT A, FOR THE INSTALLATION OF HOLIDAY LIGHTING TO DÉCOR IQ, IN THE AMOUNT OF TWO HUNDRED AND FOUR THOUSAND, SIX HUNDRED THIRTY-SIX 26/100 DOLLARS AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop ("City") has APPOINTED THE City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs in the city; and

WHEREAS, the City Council has the vision to improve Bastrop's Unique Environment through enhancing program programming to a four diamond, AAA standard Christmas; and

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

Section 1: That the City Manager is hereby authorized to execute a contract for the installation of Holiday Lighting in Fisherman's Park, several city buildings and on Main Street with Décor IQ in the amount of Two Hundred Four Thousand Six hundred thirty-six and 26/100 Dollars (\$204.636.26) which is attached as Exhibit A.

Section 2: That the City Council of the City of Bastrop has found Decor IQ, to be a subject matter expert in the field of holiday lighting.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 26th day of August 2025.

APPROVED:

by: _____

Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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



City of Bastrop Texas - Holiday Decor 2025

City of Bastrop, Texas

1311 Chestnut Street
Bastrop, TX 78602
United States

Vicky Steffanic

Chief of Police
vsteffanic@cityofbastrop.org
+15123328603

Reference: 20250612-182905350

Quote created: June 12, 2025

Quote expires: September 1, 2025

Quote created by: Hailey

Account Executive

hweidenfeller@decoriq.com

+12109125052

Comments from Hailey

Please note the following exclusions to the listed pricing:

Electrical Infrastructure
Storage & Transport
Local Permitting

Thank you so much for the opportunity!

Products & Services

Item & Description	Image	SKU	Quantity	Unit Price	Total
Fishermans Park Decor Installation and Removal of Lighted Garland on (2) Overlooks on the Fishermans Park Riverwalk		02 Holiday Lights - Lease - Installation/Removal	1	\$1,090.15	\$1,090.15
Fishermans Park Decor Installation and Removal of Logo Photo Frame in Fishermans Park		02 Holiday Lights - Lease - Installation/Removal	1	\$4,179.79	\$4,179.79

Item & Description	Image	SKU	Quantity	Unit Price	Item 8C.
Fishermans Park Decor Installation and Removal of 24ft Artificial Branch Christmas Tree in Fishermans Par		02 Holiday Lights - Lease - Installation/Remo val	1	\$13,117.50	\$13,117.50
Fishermans Park Decor 24ft Tree Refurb - Option C Traditional Tidings Decor Package		02 Holiday Lights - Lease - Installation/Remo val	1	\$9,113.68	\$9,113.68
Fishermans Park Decor Installation and Removal of 3 Walk Through Shooting Arch in Fishermans Park		02 Holiday Lights - Lease - Installation/Remo val	1	\$4,701.15	\$4,701.15
Fishermans Park Decor Installation and Removal of 11.48High x 19ft Wide Shooting Star		02 Holiday Lights - Lease - Installation/Remo val	1	\$14,056.64	\$14,056.64
Fishermans Park Decor Installation and Removal of Walk Through Ornament in Fishermans Park		02 Holiday Lights - Lease - Installation/Remo val	1	\$14,056.64	\$14,056.64
Fishermans Park Decor Installation and Removal of Walk-Thru Snowflake Arch		02 Holiday Lights - Lease - Installation/Remo val	1	\$8,738.77	\$8,738.77
Fishermans Park Decor Installation and Removal of 4ft Regal Snowflakes		02 Holiday Lights - Lease - Installation/Remo val	1	\$1,050.76	\$1,050.76
Fishermans Park Decor Installation and Removal of 6.5ft Regal Snowflakes		02 Holiday Lights - Lease - Installation/Remo val	1	\$2,166.16	\$2,166.16

Item & Description	Image	SKU	Quantity	Unit Price	Item 8C.
Fishermans Park Decor Installation and Removal of 10ft Regal Snowflakes	02 Holiday Lights - Lease - Installation/Removal	1	\$4,293.02	\$4,293.02	
Fishermans Park Decor Installation and Removal of 50FT LED Walk-Thru Tunnel, Red and Warm White Alternating - Static	02 Holiday Lights - Lease - Installation/Removal	1	\$18,079.18	\$18,079.18	
Fishermans Park Decor Installation and Removal of (45) Grapevine lights 24 inch	02 Holiday Lights - Lease - Installation/Removal	1	\$6,141.38	\$6,141.38	
Fishermans Park Decor Installation and Removal of (30) Grapevine lights 12 inch	02 Holiday Lights - Lease - Installation/Removal	1	\$5,711.58	\$5,711.58	
Fishermans Park Decor Installation and Removal of (60) RGB Small LED PAR Light	02 Holiday Lights - Lease - Installation/Removal	1	\$14,476.57	\$14,476.57	
Chestnut Street Bridge Lighting Installation and Removal of Warm White 5mm lights wrapped on (10) Crape Myrtles on East Side of Chestnut Street Bridge (52,000 lights)	02 Holiday Lights - Lease - Installation/Removal	1	\$9,972.00	\$9,972.00	
Chestnut Street Bridge Lighting Installation and Removal of Warm White 5mm lights wrapped on (1) Crape Myrtle and (1) Oak in Front of Utility Office (4,000 lights)	02 Holiday Lights - Lease - Installation/Removal	1	\$807.08	\$807.08	
Chestnut Street Bridge Lighting Installation and Removal of Warm White 5mm lights wrapped on (3) Trees on West Side of Chestnut Street Bridge (15,000 lights)	02 Holiday Lights - Lease - Installation/Removal	1	\$3,026.535	\$3,026.54	

Item & Description	Image	SKU	Quantity	Unit Price	Item 8C.
Downtown Bastrop Lighting Installation and Removal of Warm White 5mm LED Lights in Trunk and Canopy of Trees in (13) Trees in Downtown Bastrop	02 Holiday Lights - Lease - Installation/Removal	1	\$25,806.28	\$25,806.28	
Fishermans Park Lighting Installation and Removal of Warm White 5mm LED Lights wrapped to 15ft height on (7) Pecan Tree Trunks in Fishermans Park	02 Holiday Lights - Lease - Installation/Removal	1	\$2,219.46	\$2,219.46	
Fishermans Park Lighting Installation and Removal of Warm White 5mm LED Lights Over Walkway (850 feet) in Fishermans Park	02 Holiday Lights - Lease - Installation/Removal	1	\$504.42	\$504.42	
Fishermans Park Lighting Installation and Removal of Warm White 5mm LED Lights wrapped to 15ft height on (65) Fishermans Park Riverwalk Trees (110,000 Lights)	02 Holiday Lights - Lease - Installation/Removal	1	\$22,194.61	\$22,194.61	
Fishermans Park Lighting Installation and Removal of Warm White Twinkle 5mm LED Lights draped from tree Canopies of (25) Fishermans Park Riverwalk Trees	02 Holiday Lights - Lease - Installation/Removal	1	\$5,649.54	\$5,649.54	
Fishermans Park Lighting Installation and Removal of Red and White LED Mini Lights for (41) Light Poles in Fishermans Park	02 Holiday Lights - Lease - Installation/Removal	1	\$1,158.16	\$1,158.16	
Fishermans Park Lighting Installation and Removal of 200ft Warm White 5mm LED Lights From Wilson to Boat Ramp Lot Entrance on Farm Street	02 Holiday Lights - Lease - Installation/Removal	1	\$740.25	\$740.25	
City Hall Lighting Installation and Removal of Warm White C9 lights on Roofline at Bastrop City Hall (1,000 feet)	02 Holiday Lights - Lease - Installation/Removal	1	\$3,701.26	\$3,701.26	

Item & Description	Image	SKU	Quantity	Unit Price	Item 8C.
Convention Center Lighting Installation and Removal of Warm White C9 LED Lights on Roofline at Bastrop Convention Center (1,000 feet)		02 Holiday Lights - Lease - Installation/Removal	1	\$3,701.26	\$3,701.26
Library Lighting Installation and Removal of Warm White C9 LED Lights on Roofline at Bastrop Library (780 feet)		02 Holiday Lights - Lease - Installation/Removal	1	\$2,886.99	\$2,886.99
Fire Department Lighting Installation and Removal of Warm White C9 LED Lights on Roofline at Bastrop Fire Department (350 feet)		02 Holiday Lights - Lease - Installation/Removal	1	\$1,295.44	\$1,295.44
One-time subtotal					\$204,636.26
Total					\$204,636.26

Terms & Agreement

Payment 1 Due - October 31, 2025
 Payment 2 Due - November 31, 2025 (After Install)

3 Year Lease Agreement
 2025 - Year 1
 2026 - Year 2
 2027 - Year 3
[Click to Review the Client Agreement](#)

By signing this quote/proposal, client agrees that they have read & reviewed our client "purchase, lease, & services agreement," linked above, and further approves & agrees to the terms outlined.

*A Note About Tariffs

In light of the recent tariffs imposed by the U.S. government, all sales quotes provided are subject to adjustments based on applicable tariffs and trade regulations. If any portion of the quoted price is affected by changes in tariffs or import/export duties incurred between the date of this quote and the date of delivery, we reserve the right to modify the pricing accordingly.

Customers will be promptly notified of any necessary adjustments, and any increase in costs due to tariffs may be reflected in the final invoice. The tariffs situation is evolving & we are monitoring it closely. As always, we remain committed to providing competitive pricing while maintaining the highest quality standards.

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Item 8C.

Vicky Steffanic

vsteffanic@cityofbastrop.org

[sig|req|signer1]

Payment Schedule

Name	Due	Amount
Payment 1	Upon October 31	\$102,318.13
Payment 2	After Install (11/31)	\$102,318.13

Questions? Contact me



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Account Executive
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United States



STAFF REPORT

MEETING DATE: August 26, 2025

TITLE:

Consider and act on Resolution No. R-2025-149 of the City Council of the City of Bastrop, Texas, approving the Bastrop Economic Development Corporation's ("BEDC") expenditure for grant writing services with International Consulting Engineers (ICE), in the amount of Eight Thousand Dollars (\$8,000) plus a six percent (6%) success fee; authorizing the City Manager to execute all necessary documents; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager and BEDC Interim Executive Director

Dori Kelley, BEDC Business Attraction, Retention, and Expansion Manager

BACKGROUND/HISTORY:

On April 21, the Bastrop EDC and Bastrop City Council held a joint session to discuss priority projects. During the meeting, both entities authorized staff to move forward with securing professional grant writing services to support continued infrastructure development in the Bastrop Business and Industrial Park.

At the board meeting held on June 16, 2025, the BEDC Board of Directors authorized BEDC staff to pursue a contract with a grant writing services firm. And at the board meeting on August 18, 2025, the Board passed Resolution R-2025-0012, approving an agreement with International Consulting Engineers (ICE) to conduct grant writing services on behalf of the BEDC.

FISCAL IMPACT:

\$8,000 initial administrative fee plus 6% success fee

RECOMMENDATION:

Consider and act on Resolution No. R-2025-149 of the City Council of the City of Bastrop, Texas, approving the Bastrop Economic Development Corporation's ("BEDC") expenditure for grant writing services with International Consulting Engineers (ICE), in the amount of Eight Thousand Dollars (\$8,000) plus a six percent (6%) success fee; authorizing the City Manager to execute all necessary documents; and establishing an effective date.

ATTACHMENTS:

1. Resolution No. R-2025-149

RESOLUTION NO. R-2025-149

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE BASTROP ECONOMIC DEVELOPMENT CORPORATION'S EXPENDITURE FOR PROFESSIONAL GRANT WRITING SERVICES WITH INTERNATIONAL CONSULTING ENGINEERS (ICE) IN THE AMOUNT OF EIGHT THOUSAND DOLLARS (\$8,000) PLUS SIX PERCENT (6%) SUCCESS FEE; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Bastrop Economic Development Corporation ("BEDC") is a public instrumentality and non-profit industrial development corporation duly established and operating under Texas Local Government Code, Chapters 501 and 505, *et seq.*, as amended, known as the Development Corporation Act of 1979 (the "Act"); and

WHEREAS, to fulfill its public purpose in attracting qualifying projects, the BEDC requires certain professional services, including without limitation, the contracting with and hiring of a firm to assist the BEDC with pursuing grant opportunities; and

WHEREAS, the BEDC Board of Directors took formal action at the board meeting of August 18, 2025, to authorize the BEDC staff to enter into a contract with International Consulting Engineers (ICE), in the amount of Eight Thousand Dollars (\$8,000) plus a six percent (6%) success fee; and

WHEREAS, the City has reviewed the August 18, 2025, actions of the BEDC related to the expenditure noted herein, has considered and evaluated it, and has found it meritorious of the City Council's authorization and approval.

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. Findings and Determination. The City Council hereby finds and determines that it is in the best interest of the BEDC and the City to authorize funding for the grant writing services for the BEDC.

Section 2. Authorization of Expenditure. The City Council of the City of Bastrop, Texas, hereby authorizes the funding for grant writing services.

Section 3. Open Meeting. The City Council hereby finds and determines that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

Section 4. 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 26th day of August 2025.

APPROVED:

Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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



**BASTROP ECONOMIC DEVELOPMENT CORPORATION
STANDARD CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES**

This *Standard Contract for Professional Engineering Services* (“Contract”) is entered by and between the **Bastrop Economic Development Corporation**, a Texas Non-Profit Corporation (the “BEDC”), and **International Consulting Engineers**, a Limited Liability Company (the “Contractor”), and together with the BEDC jointly referred to as the “Parties.”

NOW, THEREFORE, the Bastrop Economic Development Corporation and the Contractor hereby agree to the Contract as follows:

I. General Information and Terms.

A. Contractor’s Name and Address.

Contractor: International Consulting Engineers
 Point of Contact: Jesus J. Jimenez, P.E, CFM
 Address: 261 Saratoga Blvd.
Corpus Christi, TX 78417
 Email: JJ@icengineers.net
 Phone: 361-826-5805

B. General Description of Services.

This Contract is for the provision by the Contractor to the BEDC of engineering services related to preliminary engineering design, as required by the grant, and grant writing services as follows (“Services”): comprehensive grant services, including writing, researching, applying, and administration, if awarded, to support the Bastrop Industrial Park Infrastructure Development.

C. Maximum Contract Amount. **\$8,000 plus 6% Success Fee**

(1) Initial Administrative Fee: \$8,000

This fee covers the costs of preparing the grant application, including budget preparation, project planning, initial reporting requirements, and submittal. Submittal may require EDC/City assistance.

(2) Success Fee: 6% of the total grant amount

This fee is contingent upon the successful award of the grant and covers the ongoing administrative support throughout the project duration, including compliance monitoring, progress reporting, and financial oversight.

The BEDC makes no guarantee of volume, usage, or total compensation to paid to the Contractor under this Contract. Payments per project may be negotiated and agreed to by subsequent addendums to this Scope of Services under this Contract, if any, duly executed by the Parties.

- D. Effective Date. On the latest of the dates signed by both Parties.
- E. Term; Termination Date. This Contract shall be for a term of 5 years from the Effective Date or the completion of the services whichever occurs first, unless extended by a duly executed agreement of the Parties, or otherwise terminated in accordance with Section II.D. below.
- F. Contract Parts. This Contract consists of the following parts:
- I. General Information and Terms
 - II. Standard Contractual Provisions
 - III. Additional Terms or Conditions
 - IV. Additional Contract Documents
 - V. Signatures

II. Standard Contractual Provisions.

- A. Contractor's Services. The Contractor will provide to the BEDC the Services described in the Scope of Services, Exhibit A-2 ("Scope of Services", also referred to as the "Work" or the "Project"), attached and incorporated herein to this Contract under the terms and conditions of this Contract. The Scope of Services shall identify the scope of the Project, including requirements for meetings and Project milestones, and shall specify the compensation for the Project. Subsequent addendums to the Scope of Services under this Contract, if any, must be duly executed by the Parties and total compensation is subject to the Maximum Contract Price in Section I.C. above.
- B. Billing and Payment. The Contractor will bill the BEDC for the Services provided, with invoices issued at intervals of at least 30 days, except for the final invoice. The BEDC will pay the Contractor within 30 days of receipt of the Contractor's invoices for the Services provided for in this Contract with current revenues available to the BEDC, but all of the BEDC's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The BEDC shall have the right to withhold payment, or any part thereof, of any invoice presented by the Contractor until resolution providing reasonable verification of the correctness thereof is reached. The BEDC shall notify the Contractor, in writing, of the disputed amount within 30 days. The BEDC is not liable to the Contractor for any taxes which the BEDC is not liable for by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.
- C. Executed Contract. The "Notice to Proceed" will not be given nor shall any Services commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to this Contract.
- D. Termination Provisions.

- (1) Unless terminated earlier as allowed by this Contract, this Contract terminates:
 - (a) On the termination date, if any, specified in the General Information in Part I, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
 - (b) If there is no termination date specified in the General Information in Part I, the Contract terminates when both parties have completed all their respective obligations under the Contract.
 - (2) The BEDC Executive Director may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five (5) business days prior to the termination date, but the BEDC will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination. The BEDC may terminate the Contract anytime if the BEDC does not have available funds pursuant to Texas Government Code Chapter 2251.
 - (3) If the BEDC does not appropriate funds to make any payment for a fiscal year after the BEDC's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution).
- E. Delays. Contractor shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of Contractor, an extension of time shall be the Contractor's sole remedy.
- F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the Services described in the Scope of Services, Exhibit A-2, attached and incorporated herein. The BEDC will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in the Exhibit A-2. The BEDC will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. The Services performed by the Contractor under this Contract are solely for the benefit of the BEDC. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.
- G. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The BEDC shall have no responsibility to any subcontractor employed by Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the BEDC

for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the BEDC.

- H. Assignment. The Contractor may not assign this Contract without the BEDC's prior written consent.
- I. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Bastrop County, Texas.
- J. Entire Contract. This Contract represents the entire Contract between the BEDC and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
- K. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- L. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE BEDC, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COSTS IN PROPORTION OF CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT, ERROR, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR ANYONE WHOM THE CONTRACTOR IS LEGALLY LIABLE FOR UNDER THIS CONTRACT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES WHETHER UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, ENHANCED, TREBLE (OR STATUTORY EQUIVALENT), OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK OR SERVICES PERFORMED OR TO BE PERFORMED HEREUNDER.

- N. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE BEDC, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, OR ALLEGED TO BE CAUSED BY, THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS.
- O. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.
- P. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.
- Q. Documents and Data, Licensing of Intellectual Property, and Copyright. All Work progress and final documents and data produced by Contractor during the term of the Contract shall be and remain the property of the BEDC. For purposes of this Contract, the term "Documents and Data" include any original work ("the Work"), reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the BEDC in the performance of this Contract. It also includes any medium in which the Documents and Data are kept, including digitally, magnetically, or electronically. This Contract creates at no cost to the BEDC, a perpetual license for the BEDC to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the BEDC, as a "work made for hire" as defined by federal copyright law. The BEDC, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.
- R. Standard of Care for Architects and Engineers. Consistent with Texas Local Government Code Section 271.904, Services must be performed: (1) with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent licensed engineer or registered architect.
- S. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require BEDC Board and City Council approval, such as contracts that exceed \$10,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:
- (1) The BEDC may not enter into a contract with a business entity that requires City Council approval unless the business entity submits a disclosure of interested

persons at the time the business entity submits a signed contract to the BEDC;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission), attached and incorporated herein as Exhibit A-1, that includes:

- (a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
- (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

- T. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.
- U. Compliance with Other Texas Governmental Procurement Verifications. The Contractor shall comply with the other governmental procurement requirements for certain verifications by executing the verification attached hereto as Exhibit A-3.
- V. Public Information Act. The Contractor acknowledges that the Projects under this Contract will be publicly owned and the BEDC is subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code Chapter 552). As part of its obligations within the Contract Documents, Contractor agrees, at no additional cost to the BEDC, to cooperate with the BEDC for any particular needs or obligations arising out of the BEDC's obligations under the TPIA. The Contractor shall specifically and conspicuously mark in red any trade secrets or confidential information provided to the BEDC to identify the information as such. The Bastrop Economic Development Corporation will follow all requirements and procedures in the Texas Public Information Act when responding to requests for disclosure of documents.

This provision applies if a Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the BEDC or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the BEDC in a fiscal year of the BEDC. Contract must:

- (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the BEDC for the duration of the Contract;
- (2) promptly provide to the BEDC any contracting information related to the Contract that is in the custody or possession of the entity on request of the BEDC; and
- (3) on completion of the Contract, either:
 - (i) provide at no cost to the BEDC all contracting information related to the Contract that is in the custody or possession of the entity; or

- (ii) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the BEDC.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

III. Additional Terms or Conditions.

A. Insurance.

At all times this Agreement is in effect, Contractor shall maintain insurance of the types and amounts as those required in Exhibit B-1. All of Contractor's insurance policies in any way relating to the Work, whether or not required by this Agreement and regardless of the enforceability or validity of any of the indemnities or other assumptions of liability by Contractor, shall, to the full coverage limits of all such policies without any limitations based on the minimum requirements set forth above: (a) other than the workers' compensation insurance, name BEDC as additional insureds on a broad form basis with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (i) "ongoing operations," (ii) coverage for vicarious liability, or (iii) circumstances in which the named insured is partially negligent; (b) provide for waiver of all rights of subrogation against BEDC and the other members of BEDC Group; and (c) be primary and noncontributory as to all other policies (including any deductibles or self-insured retentions) and self-insurance that may provide coverage to any member of BEDC Group, and shall be fully applied and exhausted before application of any applicable indemnity obligations of BEDC or of any applicable insurance coverage provided by BEDC or any other member of BEDC Group.

B. Audit.

Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Contractor including those in Contractor Group, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Agreement. The records to be maintained and retained by Contractor Group shall include, without limitation, (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other Third Parties' charges, including, but not limited to, equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The BEDC shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes).

C. Reports of Incidents.

Within twenty-four (24) hours upon occurrence, Contractor shall provide in writing to the BEDC notice and details of any accidents or occurrences resulting in injuries to persons, property, or pollution arising in any way out of or related to the Work whether done by Contractor or any subcontractor of Contractor or any other member of Contractor Group performing Work pursuant to this Contract. Contractor shall provide in writing within twenty-four (24) hours of any claim, demand, or suit that may be presented to or served upon it arising out of or as a result of Work.

IV. Additional Contract Documents.

The following documents attached to this Contract are part of this Contract:

- EXHIBIT A-1: Certificate of Interested Parties (1295 Form)
- EXHIBIT A-2: Scope of Work
- EXHIBIT A-3: Texas Governmental Procurement Verifications
- EXHIBIT B-1: Requirements for General Services Contract

[Signatures on following page.]

V. Signatures.**CONTRACTOR: INTERNATIONAL**
CONSULTING ENGINEERS**BASTROP ECONOMIC**
DEVELOPMENT CORPORATIONBy: _____

By: _____

Printed Name: Jesus J. Jimenez, P.E., CFM

Printed Name: _____

Title: Principal/CEO

Title: _____

Date: 08/01/25

Date: _____

EXHIBIT A-1

Certificate of Interested Persons with Certification of Filing
(Form 1295)

CERTIFICATE OF INTERESTED PARTIES

FORM 12

Item 8D.

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1343900

Date Filed:
07/30/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

International Consulting Engineers (ICE)
Corpus Christi, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Bastrop Economic Development Corporation

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

07-2025
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Jimenez, Jesus	Corpus Christi, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Jesus J. Jimenez, and my date of birth is 12/05/1975.

My address is 8101 Corinth Dr., Corpus Christi, TX, 78413, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Nueces County, State of Texas, on the 31 day of July, 20 25.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT A-2

Scope of Services

1. Identify and apply for Economic Development Grant Opportunities for the City of Bastrop EDC, incorporating feedback from stakeholders.
2. Prepare technical information and cost estimates as needed for grant applications
3. Prepare drawings/sketches/ 3-D renderings as needed for grant submissions
4. Coordinate with Bastrop EDC and city staff as needed to obtain data necessary for grant submission
5. Prepare by-weekly or monthly grant status update
6. Upon grant award, assist with grant administration tasks such as budget tracking, progress reporting, and compliance with funder requirements.
7. Attend city council and/or EDC meetings as needed

EXHIBIT A-3**Texas Governmental Procurement Verifications****A. No Boycott of Israel.**

Pursuant to Section 2270.0002, Texas Government Code, the Contractor hereby verifies and represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott the State of Israel (“Israel”) and, will not boycott Israel during the term of this Contract. The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Contract and which is hereby incorporated into this Contract, is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

B. The Contractor is not a Terrorist Organization.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Contractor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified as a terrorist or similar organization or nation-state on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

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

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

C. Verification Regarding Energy Company Boycotts.

To the extent this Contract constitutes a contract for goods or services for which a written verification is required under Section 2276.002, Texas Government Code, the Contractor hereby verifies and represents that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Contract. The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Contract, and which is hereby incorporated into this Contract, is made solely to comply with Section 2276.002, Texas Government Code, as amended, to the extent Section 2276.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001(1), Texas Government Code. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

D. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Contract constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, the Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any,

- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Contract and which is hereby incorporated into this Contract, is made solely to comply with Section 2274.002, Texas Government Code to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

[Verification on following page.]

VERIFICATION

State of Texas §
 County of Bastrop §

The undersigned hereby affirms under penalty of perjury that they are the authorized representative and agent of the Contractor for the purpose of making this verification, and that all representations in the foregoing Exhibit A-3, incorporated into the Contract by this reference, are true.


 Agent's Signature

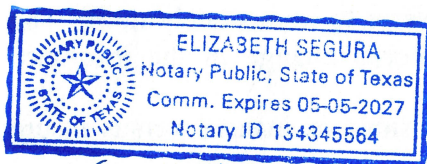
Printed Name: Jesus J. Jimenez, P.E., CFM Title: Principal/CEO

Contractor: International Consulting Engineers

On this date personally appeared before me the above-named representative and agent of Contractor, who was known to or satisfactorily identified me, and affirmed under penalty of perjury that all representations in the foregoing Exhibit A-3 are true.


 Notary Public

08/01/25
 Date



Exp. 05/05/27

EXHIBIT B-1

REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the BEDC, including any delay periods. If the Project is not finalized and the insurance expires, Contractor is obligated to extend the insurance coverage. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Bastrop Economic Development Corporation accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The Bastrop Economic Development Corporation shall be named as an additional insured with respect to General Liability and Automobile Liability on a separate endorsement.
- B. A waiver of subrogation in favor of The Bastrop Economic Development Corporation shall be contained in the Workers' Compensation and all liability policies and must be provided on a separate endorsement.
- C. All insurance policies shall be endorsed to the effect that The Bastrop Economic Development Corporation will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The Bastrop Economic Development Corporation as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **Consistent with Chapter 1811 of the Texas Insurance Code, the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The Bastrop Economic Development Corporation of any material change in the insurance coverage.
- G. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The Bastrop Economic Development Corporation.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractor's obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all

endorsements and insurance coverages according to requirements and instructions contained herein.

- M. Upon request, Contractor shall furnish The Bastrop Economic Development Corporation with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the Bastrop Economic Development Corporation within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the Bastrop Economic Development Corporation, all required endorsements identified in sections A, B, C and D, above shall be sent to the Bastrop Economic Development Corporation. The certificate of insurance and endorsements shall be sent to:

**Bastrop Economic Development Corporation
1311 Chestnut Street
Bastrop, TX 78602**

INSURANCE REQUIREMENTS

Items marked “X” are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

 X Workers’ Compensation Statutory limits, State of Texas

 X Employers’ Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

 X Commercial General Liability:

	<u> </u> Very High/High Risk	<u> X </u> Medium Risk	<u> </u> Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

 X Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

<u> </u> Very High/High Risk	<u> X </u> Medium Risk	<u> </u> Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

 Garage Liability for BI & PD
 \$1,000,000 each accident for Auto
 \$1,000,000 each accident Non-Auto
 \$2,000,000 General Aggregate

 Garage Keepers Coverage (for Auto Body & Repair Shops)
 \$500,000 any one unit/any loss and \$200,000 for contents

 Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

Contract value less than \$1,000,000: **not required**

Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**

Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**

Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**

Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on “following form” type to the underlying coverages to the extent of liability coverage as determined by the BEDC.

 X Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

_____ Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the Bastrop Economic Development Corporation) Limit is 100% of insurable value, replacement cost basis

_____ Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the Bastrop Economic Development Corporation)

\$1,000,000 each occurrence
\$2,000,000 aggregate

_____ Other Insurance Required: _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Engineering and Capital Project Management Department if you need assistance or need additional information.



CERTIFICATE OF LIABILITY INSURANCE

DATE 7/ Item 8D.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. PO Box 870 Corpus Christi TX 78403-0870		CONTACT NAME: Nicole Ybanez PHONE (A/C, No, Ext): 361-561-2194 E-MAIL ADDRESS: nybanez@higginbotham.net		FAX (A/C, No): 361-561-2194
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Texas Mutual Insurance Company		22945
		INSURER B: Underwriters At Lloyd's, London		15642
		INSURER C: State Auto Property & Casualty Insurance Company		25127
		INSURER D: Accelerant Specialty Insurance Company		16890
		INSURER E: Allied World National Assurance Company		10690
		INSURER F: Navigators Specialty Insurance Company		36056

COVERAGES **CERTIFICATE NUMBER:** 1875458151 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			DCS0000704-00	4/12/2025	4/12/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP247500208	4/12/2025	4/12/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			0314-6559 HO25EXCZ0G8RPIC	4/12/2025 4/12/2025	4/12/2026 4/12/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	0002048673	4/12/2025	4/12/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability E&O-Claims Made Pollution Liability			PLC0065003	4/12/2025	4/12/2026	Per Claim Aggregate Limit Pollution \$2,000,000 \$4,000,000 See Page -2-

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached...

CERTIFICATE HOLDER

Bastrop Economic Development Corporation
1311 Chestnut Street
Bastrop TX 78602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Jimenez Engineering Solutions, LLC dba International Consulting Engineers 261 Saratoga Blvd. Corpus Christi TX 78417	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

1st Layer Excess Liability:
Company: Allied World National Assurance Company
Policy Number: 0314-6559
Term: 04/12/2025 - 04/12/2026
Coverage Limits: \$5,000,000 Per Occurrence/\$5,000,000 Aggregate

2nd Layer Excess Liability:
Company: Navigators Specialty Insurance
Policy Number: HO25EXCZ0G8RPIC
Term: 04/12/2025 - 04/12/2026
Coverage Limits: \$5,000,000 Per Occurrence/\$5,000,000 Aggregate

\$5Mil xs of \$5Mil = \$10,000,000 cumulative

Pollution Liability Policy:
Company: Westchester Surplus Lines Insurance Company
Policy Number: G74292331002
Term: 04/12/2025 - 04/12/2026
Coverage Limits:
\$5,000,000 Limit / \$5,000,000 Aggregate

Contractor's Equipment:
Company: Starr Indemnity & Liability Company
Policy Number: ITH100065176525
Term: 04/12/2025 - 04/12/2026
Coverage Limits:
Per Schedule on File - Scheduled Contractors Equipment
\$5,000 - deductible

General Liability Forms and Endorsements, where required by written contract:
-CG2010 0413 - Additional Insured – Owners, Lessors or Contractors – Scheduled Person or Organization - Ongoing Operations
-CG2037 0413 – Additional Insured - Owners, Lessees, or Contractors - Completed Operations
-CG2001 0413 – Primary and Noncontributory - Other Insurance Condition
-CG2404 0509 - Waiver of Transfer of Rights of Recovery Against Others To Us
-CG2426 0704 - Amendment of Insured Contract Definition

Automobile Liability Forms and Endorsements, where required by written contract:
-SA3002 0608 - Texas Business Auto Policy Plus Endorsement.
-SA3006 0416 - Primary and Non-Contributory Insurance - Automatic Status as Required by Contract

Workers' Compensation Forms and Endorsements, where required by written contract:
WC420304B - Texas Waiver Of Our Right To Recover From Others Endorsement
WC420601 - Texas Notice of Material Change Endorsement (30 days' notice of cancellation will be furnished to the certificate holder except 10 days' notice of nonpayment of premium)

Excess Liability policy #03146559 follows form of General Liability, Auto Liability and Employers Liability

Excess Liability policy #HO25EXCZ0G8RPIC follows form of Primary Excess Liability policy #03146559



STAFF REPORT

MEETING DATE: August 26, 2025

TITLE:

Consider and act on Resolution No. 2025-147, approving a Public Improvement Plan Agreement with Hunt Communities Bastrop LLC for The Colony MUD 1F Section 6, as attached in Exhibit A.

AGENDA ITEM SUBMITTED BY:

Submitted by: Brittany Epling, Senior Planner

BACKGROUND/HISTORY:

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

Texas Local Government Code 212.010 Standards for Approval of Plat requires that a new subdivision should extend roads and utilities in conformance to the city requirements and that bonds be submitted in accordance with the municipal policy for the approval of subdivision plats. Section 1.4.003 Public Improvement Plan Agreement (PIPA) of the B3 Code establishes the requirements for approval of the PIPA.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Consider and act on Resolution No. 2025-147, approving a Public Improvement Plan Agreement with Hunt Communities Bastrop LLC for The Colony MUD 1F Section 6, as attached in Exhibit A.

ATTACHMENTS:

1. Resolution No. R-2025-147
2. Exhibit A – The Colony MUD 1F Section 6 Public Improvement Plan Agreement

RESOLUTION NO. R-2025-147

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH HUNT COMMUNITIES BASTROP LLC FOR THE COLONY MUD 1F SECTION 6; SHOWN AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the "Developer" known as Hunt Communities Bastrop LLC for The Colony MUD 1F-6 has an approved Public Improvement Plan and Final Drainage Plan for the construction of a mixed-use residential subdivision; and

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

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. Execution: The City Council approves and authorizes the execution of the Public Improvement Plan Agreement as attached and incorporated herein as Exhibit A.

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 noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, its Code of Ordinances, and the laws of the State of Texas.

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 & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 26th day of August 2025.

[Signature Page Follows]

THE CITY OF BASTROP, TEXAS:

Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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



CITY OF BASTROP, TEXAS
Public Improvement Plan Agreement

The Colony MUD 1F, Section 6

The State of Texas

County of Bastrop

WHEREAS, Hunt Communities, hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following lots and blocks in The Colony MUD 1F, Section 6, a development in the City of Bastrop ETJ, Texas: being 3 blocks and 63 lots; and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through Joey Najera, its duly authorized officer, and the City, acting herein by and through Sylvia Carrillo, its City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of sanitary sewer facilities (MUD Facility – Provided to MUD), streets (MUD Facility – Provided to MUD), public drainage (MUD Facility – Provided to MUD), street lights and street signs (MUD Facility – Provided to MUD), and park/trail improvements (MUD Facility – Provided to MUD); summary of applicable infrastructure (development) amounts; assurance payments to the City; payment of inspection fees; and miscellaneous provisions relating to the acceptable completion of said construction according to the plans for The Colony MUD 1F, Section 6 approved by the City on **June 26th, 2025**.

1.00 Assurance of Infrastructure Construction**1.10 Employment of Contractors**

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

1.11 Public Infrastructure Construction and Acceptance Process

- a) The Developer and the City/County agree that a pre-construction meeting will not be held and notice to proceed will not be issued until the Public Improvement Inspection fees are paid to the City/County and a copy of the approved plan set provided to the City Construction Manager. The Public Improvement Inspection fees will be per the Master Fee Schedule adopted with Ordinance Number 2025-10 herein referenced below:

Public Improvement Inspections - First 100 acres	\$1,500 per acre
Public Improvement Inspections – Next 150 acres	\$750 per acre
Public Improvement Inspections – All additional acres over 250 acres	\$325 per acre
Erosion and Sedimentation Controls	\$1.00 per linear foot
Public Infrastructure	\$4.00 per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater, etc.)
Re-Inspection Fee	\$150.00 per hour

1. All fees will need to be validated by a sealed Engineers Estimate of Probable Quantities (Attachment 1).

2. Any Project, as defined under Chapter 245 of the Texas Local Government Code, as amended, shall expire if not substantially completed on the fifth (5) anniversary of the date the first permit Application was Filed for the Project, pursuant to Section 245.005 of the Texas Local Government Code, as amended.
- b) Upon completion of the Infrastructure, the developer must furnish the City with the following prior to acceptance and release of fiscal guarantee (if provided):
1. As-Built/Record Drawings of Public Improvement Plans in pdf format and in CAD/GIS format;
 2. The Developer agrees to require the contractor(s) to furnish the City and County with a two (2) year maintenance bond in the name of the City, subject to City approval, for twenty five percent (25%) of the contract price of the public streets, sidewalk, and drainage improvements. The maintenance bond(s) shall be submitted and approved prior to the final acceptance of the improvements;
 3. Letter of Concurrence from the Design Engineer;
 4. Close out documents required by the Engineering Department

(Attachment 2).
- c) Once these items are provided, the City will provide a Letter of Acceptance from the City Engineer.
- d) In order to record the Final Plat, the developer must complete one of the following:
1. Have received a Letter of Acceptance from the City Engineer; or

2. Provide fiscal guarantee for 125% of the outstanding Infrastructure (Development) Improvement Costs, with Engineer's Opinion of Probable Costs. This guarantee will not be released until acceptance of the Infrastructure by the City Engineer.

1.12 Payment of Miscellaneous Construction Costs

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

1.13 Compliance with Tree Preservation Ordinance

The Developer is responsible to fully comply with the City's Tree Preservation Ordinance and Construction Standards during all phases of construction. The Developer submitted a tree protection plan and protected tree survey showing the protected trees on site and the measures of tree protection to be employed prior to any site work on the project with Public Improvement Plans approved on **June 26th, 2025**.

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) improvement costs are the full responsibility of the Developer unless otherwise noted, or unless otherwise funded with a public improvement district revenue, tax increment reinvestments zone revenue, or a Chapter 380 grant, pursuant to a separate agreement. The following improvement costs have been developed using the Developer's plans and specifications and recommendations by the City in accordance with the construction guidelines set forth by the City:

2.10 Water Improvements

The distribution of costs between the City and the Developer for all domestic and fire water facilities are as follows:

	Full Project Cost	Developer Amount	City Participation
Water Facilities	\$313,926.71	\$313,926.71	\$0.00
Total Construction Cost	\$313,926.71	\$313,926.71	\$0.00

2.20 Sanitary Sewer Improvements

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

	Full Project Cost	Developer Amount	City Participation
Sanitary Sewer Facilities	\$364,734.58	\$364,734.58	\$0.00
Total Construction Cost	\$364,734.58	\$364,734.58	\$0.00

2.30 Drainage Improvements

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

	Full Project Cost	Developer Amount	City Participation
Storm Drainage Facilities	\$794,653.46	\$794,653.46	\$0.00

2.40 Street Improvements

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

	Full Project Cost	Developer Amount	City Participation
Streets & Sidewalks	\$594,427.00	\$594,427.00	\$0.00
Erosion Control Items	\$108,411.50	\$108,411.50	\$0.00
Total Construction Cost	\$702,838.50	\$702,838.50	\$0.00

2.50 Summary of Infrastructure (Development) Costs Amounts

	Final Assurance Amount
Water Facilities	\$313,926.71
Sewer Facilities	\$364,734.58
Storm Drainage Facilities	\$794,653.46
Streets, Sidewalks & Erosion Control Improvements	\$702,838.50
Total Infrastructure Development Cost Amounts	\$2,176,153.25

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

Public Infrastructure Quantities

	Rate	Construction Quantities	Inspection Fee
First 100 acres	\$1,500/ac	25.889	\$38,833.50
Next 150 acres	\$750/ac	-	-
All additional acres over 250 acres	\$325/ac	-	-
Erosion & Sedimentation Controls	\$1.00/ linear ft.	4,881.00	\$4,881.00
Public Infrastructure (i.e. streets, drainage, water, wastewater, etc.)	\$4.00/ linear ft.	11,130.00	\$44,520.00
Payment to the City			\$88,234.50

The Public Improvement Inspection fee amount is **\$88,234.50**.

RECOMMENDED:



08/13/2025

NAME, P. E.
City Engineer

Date

3.00 Miscellaneous Improvements

3.10 Drainage Operation and Maintenance Plan

The Developer will provide the City with a Drainage Operation and Maintenance Plan (plan) in accordance with the Stormwater Drainage Manual. The plan shall provide detailed information regarding the obligation of responsible parties for any drainage system, stormwater system, or other improvement which will not be dedicated to the City as part of this agreement.

3.20 Sidewalks

The Developer shall be responsible for installing sidewalks along rights-of-way on open space lots and other lots that will not contain single family residential units within The Colony MUD 1F, Section 6 as shown on the approved Public Improvement Plans. All sidewalks shall be in compliance with the City's and County's Master Transportation Plan and conform to the City of Bastrop Standard Construction Details.

3.30 Screening Wall, Landscaping, and Irrigation

The Developer shall be responsible for installing screening walls, retaining walls, landscaping, and irrigation in accordance with the approved Public Improvement Plans approved on June 26, 2025.

3.40 Street Lights (Bluebonnet Electric Cooperation)

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

3.50 Land Dedication

N/A

3.60 Impact Fees

Water Impact Fees and Wastewater Impact Fees as set forth by City ordinances will be assessed at the time of final plat recording and shall be paid by the builder, property owner, or developer at the time of Building Permit issuance for each individual lot within The Colony MUD 1F, Section 6 and shall be based on the Water and Wastewater Impact Fee for Service as set forth in the City of Bastrop Impact Fee Ordinance that is in effect as of the date of this agreement.

Impact Fees to be paid are as follows:

	Number Lots	Fee per Lot	Final Assessment Amount
Water Impact Fee		-	-
Wastewater Impact Fee		-	-
Total Impact Fees			-

4.00 Miscellaneous Provisions4.10 Bonds

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

4.20 Public Liability

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

accident and \$100,000 property damage. The minimum requirements for automobile and truck public liability, bodily injury and property damage shall also include not less than \$100,000 one person, \$300,000 one accident, and \$100,000 property damage.

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

4.30 General Indemnity Provisions

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

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

4.31 Indemnity Against Design Defects

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

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

4.32 Approval of Plans

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

Neither the City or County, nor its elected officials, officers, employees, contractors

and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, for any loss or damage arising from the non-compliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

4.33 Venue

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

4.40 Dedication of Infrastructure Improvements

Upon final acceptance of The Colony MUD 1F, Section 6, the public streets and sidewalks shall become the property of the City.

4.50 Assignment

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

4.60 Conflicts (remove if not applicable)

In the event of a conflict between this agreement and that certain Consent/Development Agreement between the City of Bastrop and Hunt Communities Bastrop, LLC. effective March 4th, 2020 (the "Consent/Development"), the Consent/Development Agreement shall control. Nothing in this agreement shall be construed as amending the Consent/Development Agreement.

IN TESTIMONY WHEREOF, the City of Bastrop has caused this instrument to be executed in duplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in duplicate, at the City of Bastrop, Texas this the ____ day of _____, **2025**.

The Colony MUD 1F, Section 6

City of Bastrop, Texas

Joey Najera - Signatory
Hunt Communities Bastrop, LLC.

Sylvia Carrillo, ICMA-CM, CPM
City Manager

ATTEST:

City Secretary

Date

Distribution of Originals: Developer
 City Secretary
 Planning and Development Department



STAFF REPORT

MEETING DATE: August 26, 2025

TITLE:

Consider and act on Resolution No. 2025-148, approving a Public Improvement Plan Agreement with Hunt Communities Bastrop LLC for The Colony MUD 1G Offsite Wastewater Improvements, as attached in Exhibit A.

AGENDA ITEM SUBMITTED BY:

Submitted by: Brittany Epling, Senior Planner

BACKGROUND/HISTORY:

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

Texas Local Government Code 212.010 Standards for Approval of Plat requires that a new subdivision should extend roads and utilities in conformance to the city requirements and that bonds be submitted in accordance with the municipal policy for the approval of subdivision plats. Section 1.4.003 Public Improvement Plan Agreement (PIPA) of the B3 Code establishes the requirements for approval of the PIPA.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Consider and act on Resolution No. 2025-148, approving a Public Improvement Plan Agreement with Hunt Communities Bastrop LLC for The Colony MUD 1G Offsite Wastewater Improvements, as attached in Exhibit A.

ATTACHMENTS:

1. Resolution No. R-2025-148
2. Exhibit A – The Colony MUD 1G Offsite Wastewater Public Improvement Plan Agreement

RESOLUTION NO. R-2025-148

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH HUNT COMMUNITIES BASTROP LLC FOR THE COLONY MUD 1G OFFSITE WASTEWATER; SHOWN AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City of Bastrop (“City”) has general authority to adopt an ordinance, resolution, or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

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

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

WHEREAS, the “Developer” known as Hunt Communities Bastrop LLC for The Colony MUD 1G has an approved Public Improvement Plan and Final Drainage Plan for the construction of a mixed-use residential subdivision; and

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

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. Execution:** The City Council approves and authorizes the execution of the Public Improvement Plan Agreement as attached and incorporated herein as Exhibit A.
- 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 noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, its Code of Ordinances, and the laws of the State of Texas.
- 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 & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 26th day of August 2025.

[Signature Page Follows]

THE CITY OF BASTROP, TEXAS:

Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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



CITY OF BASTROP, TEXAS
Public Improvement Plan Agreement

The Colony MUD 1G, Offsite Wastewater Improvement Plans

The State of Texas

County of Bastrop

WHEREAS, Hunt Communities, hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain wastewater improvements within The Colony MUD 1G, Hunt Communities Bastrop, LLC, (1258.002 Acres), a development in the City of Bastrop ETJ, Texas.

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through Joey Najera, its duly authorized officer, and the City, acting herein by and through Sylvia Carrillo, its City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of sanitary sewer facilities (MUD Facility – Provided to MUD), streets (MUD Facility – Provided to MUD), public drainage (MUD Facility – Provided to MUD), street lights and street signs (MUD Facility – Provided to MUD), and park/trail improvements (MUD Facility – Provided to MUD); summary of applicable infrastructure (development) amounts; assurance payments to the City; payment of inspection fees; and miscellaneous provisions relating to the acceptable completion of said construction according to the plans for The Colony MUD 1G, Offsite wastewater as approved by the City on **June 4th, 2025**.

1.00 Assurance of Infrastructure Construction**1.10 Employment of Contractors**

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

1.11 Public Infrastructure Construction and Acceptance Process

- a) The Developer and the City/County agree that a pre-construction meeting will not be held and notice to proceed will not be issued until the Public Improvement Inspection fees are paid to the City/County and a copy of the approved plan set provided to the City Construction Manager. The Public Improvement Inspection fees will be per the Master Fee Schedule adopted with Ordinance Number 2025-10 herein referenced below:

Public Improvement Inspections - First 100 acres	\$1,500 per acre
Public Improvement Inspections – Next 150 acres	\$750 per acre
Public Improvement Inspections – All additional acres over 250 acres	\$325 per acre
Erosion and Sedimentation Controls	\$1.00 per linear foot
Public Infrastructure	\$4.00 per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater, etc.)
Re-Inspection Fee	\$150.00 per hour

1. All fees will need to be validated by a sealed Engineers Estimate of Probable Quantities (Attachment 1).

2. Any Project, as defined under Chapter 245 of the Texas Local Government Code, as amended, shall expire if not substantially completed on the fifth (5) anniversary of the date the first permit Application was Filed for the Project, pursuant to Section 245.005 of the Texas Local Government Code, as amended.
- b) Upon completion of the Infrastructure, the developer must furnish the City with the following prior to acceptance and release of fiscal guarantee (if provided):
1. As-Built/Record Drawings of Public Improvement Plans in pdf format and in CAD/GIS format;
 2. The Developer agrees to require the contractor(s) to furnish the City and County with a two (2) year maintenance bond in the name of the City, subject to City approval, for twenty five percent (25%) of the contract price of the public streets, sidewalk, and drainage improvements. The maintenance bond(s) shall be submitted and approved prior to the final acceptance of the improvements;
 3. Letter of Concurrence from the Design Engineer;
 4. Close out documents required by the Engineering Department

(Attachment 2).
- c) Once these items are provided, the City will provide a Letter of Acceptance from the City Engineer.
- d) In order to record the Final Plat, the developer must complete one of the following:
1. Have received a Letter of Acceptance from the City Engineer; or

2. Provide fiscal guarantee for 125% of the outstanding Infrastructure (Development) Improvement Costs, with Engineer's Opinion of Probable Costs. This guarantee will not be released until acceptance of the Infrastructure by the City Engineer.

1.12 Payment of Miscellaneous Construction Costs

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

1.13 Compliance with Tree Preservation Ordinance

The Developer is responsible to fully comply with the City's Tree Preservation Ordinance and Construction Standards during all phases of construction. The Developer submitted a tree protection plan and protected tree survey showing the protected trees on site and the measures of tree protection to be employed prior to any site work on the project with Public Improvement Plans approved on **June 4th, 2025**.

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) improvement costs are the full responsibility of the Developer unless otherwise noted, or unless otherwise funded with a public improvement district revenue, tax increment reinvestments zone revenue, or a Chapter 380 grant, pursuant to a separate agreement. The following improvement costs have been developed using the Developer's plans and specifications and recommendations by the City in accordance with the construction guidelines set forth by the City:

2.10 Water Improvements

The distribution of costs between the City and the Developer for all domestic and fire water facilities are as follows:

	Full Project Cost	Developer Amount	City Participation
Water Facilities	-	-	-
Total Construction Cost	-	-	-

2.20 Sanitary Sewer Improvements

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

	Full Project Cost	Developer Amount	City Participation
Sanitary Sewer Facilities	\$3,822,462.75	\$3,822,462.75	\$0.00
Total Construction Cost	\$3,822,462.75	\$3,822,462.75	\$0.00

2.30 Drainage Improvements

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

	Full Project Cost	Developer Amount	City Participation
Storm Drainage Facilities	-	-	-

2.40 Street Improvements

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

	Full Project Cost	Developer Amount	City Participation
Streets & Sidewalks	-	-	-
Erosion Control Items	\$459,081.50	\$459,081.50	\$0.00
Total Construction Cost	\$459,081.50	\$459,081.50	\$0.00

2.50 Summary of Infrastructure (Development) Costs Amounts

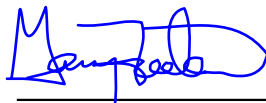
	Final Assurance Amount
Water Facilities	-
Sewer Facilities	\$3,822,462.75
Storm Drainage Facilities	-
Streets, Sidewalks & Erosion Control Improvements	\$459,081.50
Total Infrastructure Development Cost Amounts	\$4,281,544.25

**INSPECTION FEES TO BE PAID PRIOR TO
PRE-CONSTRUCTION MEETING:****Public Infrastructure Quantities**

	Rate	Construction Quantities	Inspection Fee
First 100 acres	\$1,500/ac	26.87	\$40,305.00
Next 150 acres	\$750/ac	-	-
All additional acres over 250 acres	\$325/ac	-	-
Erosion & Sedimentation Controls	\$1.00/ linear ft.	24,937.00	\$24,937.00
Public Infrastructure (i.e. streets, drainage, water, wastewater, etc.)	\$4.00/ linear ft.	22,388.00	\$89,552.00
Payment to the City			\$154,794.00

The Public Improvement Inspection fee amount is **\$154,794.00**.

RECOMMENDED:



08/13/2025

NAME, P. E.
City Engineer

Date

3.00 Miscellaneous Improvements

3.10 Drainage Operation and Maintenance Plan

N/A

3.20 Sidewalks

N/A

3.30 Screening Wall, Landscaping, and Irrigation

The Developer shall be responsible for installing screening walls, retaining walls, landscaping, and irrigation in accordance with the approved Public Improvement Plans approved on **June 4, 2025**.

3.40 Street Lights (Bluebonnet Electric Cooperation)

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

3.50 Land Dedication

N/A

3.60 Impact Fees

Water Impact Fees and Wastewater Impact Fees as set forth by City ordinances will be assessed at the time of final plat recording and shall be paid by the builder, property owner, or developer at the time of Building Permit issuance for each individual lot within The Colony MUD 1F, Section 6 and shall be based on the Water and Wastewater Impact Fee for Service as set forth in the City of Bastrop Impact Fee Ordinance that is in effect as of the date of this agreement.

Impact Fees to be paid are as follows:

	Number Lots	Fee per Lot	Final Assessment Amount
Water Impact Fee		-	-
Wastewater Impact Fee		-	-
Total Impact Fees			-

4.00 Miscellaneous Provisions

4.10 Bonds

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

4.20 Public Liability

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

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

4.30 General Indemnity Provisions

The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims,

suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, invitees, or other person, arising out of or in connection with the Agreement, or on or about the property, and Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all such claims and demands. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for any damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to the Agreement, or on or about the property. This indemnity shall apply whether the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the intentional acts or negligence of developer or any of its officers, officials, agents, consultants, employees or invitees, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The City shall be responsible only for the City's sole negligence. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law. Notwithstanding anything to the

contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.31 Indemnity Against Design Defects

Approval of the City Engineer or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the City Engineer or other City employee, official, consultant, or officer signifies the City's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof,

to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.32 Approval of Plans

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

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

4.33 Venue

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

4.40 Dedication of Infrastructure Improvements

N/A

4.50 Assignment

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

4.60 Conflicts (remove if not applicable)

In the event of a conflict between this agreement and that certain Consent/Development Agreement between the City of Bastrop and Hunt Communities Bastrop, LLC. effective March 4th, 2020 (the "Consent/Development"), the Consent/Development Agreement shall control. Nothing in this agreement shall be construed as amending the Consent/Development Agreement.

IN TESTIMONY WHEREOF, the City of Bastrop has caused this instrument to be executed in duplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in duplicate, at the City of Bastrop, Texas this the ____ day of _____, **2025**.

**The Colony MUD 1G
Offsite Wastewater
Improvements**

City of Bastrop, Texas

Joey Najera - Signatory
Hunt Communities Bastrop, LLC.

Sylvia Carrillo, ICMA-CM, CPM
City Manager

ATTEST:

City Secretary

Date

Distribution of Originals:

Developer
City Secretary
Planning and Development Department



STAFF REPORT

MEETING DATE: August 26, 2025

TITLE:

Consider and act on Resolution No. R-2025-153, delaying action on an ordinance authorizing the City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation in an amount not to exceed \$20,000,000; and other matters related thereto.

AGENDA ITEM SUBMITTED BY:

Judy Sandroussi, Finance Director

BACKGROUND/HISTORY:

On June 24, 2025, the City Council passed Resolution No. R-2025-109 authorizing the publication of a notice of intent (the "Notice Resolution") to issue City of Bastrop, Texas, Combination Tax and Limited Revenue Certificates of Obligation in a maximum amount of \$20M. The Notice Resolution stated that the City Council tentatively proposed to authorize the issuance of the Certificates and hold a public hearing on the Certificates at the regular meeting of the City Council to commence at 6:30 p.m. on August 26, 2025. Upon the advice of City staff, the City finds it necessary to delay action on the ordinance authorizing the issuance of the Certificates until a regular meeting of the City Council to commence at 6:30 p.m. on September 23, 2025.

The delay is attributable to completing the FY2024 audit of the City of Bastrop's financial statements. The final audit is needed for the bond issuance. The City of Bastrop's external auditors are thoroughly reviewing the financial status of the City of Bastrop and is estimating the FY2024 audit to be completed by the end of August or early September 2025.

The bond issuance is primarily for the historic Bastrop Old Iron Bridge which was closed to the public in 2018 due to safety concerns. A majority of the \$20M issuance of the Certificate of Obligations will be used towards rehabilitating the bridge to include but is not limited to: (1) Adding a concrete deck (2) Adding steel truss components (3) Installing railing (4) Installing decorative lights. The Old Iron Bridge rehabilitation is estimated to cost \$10,142,178.75 for construction (including contingency) plus \$60,480 for inspections. The remaining bond proceeds will be used to fund park and quality of life items.

This bond issuance delay has not deferred starting the Old Iron Bridge project. Work on the bridge began on August 11, 2025. The City has identified other funding sources that are currently being used for this purpose – this is a breakout of these other funds:

Certificates of Obligation Series 2018	\$1,172,843
Certificates of Obligation Series 2023	<u>\$1,006,779</u>
Total	\$2,179,622

FISCAL IMPACT:

Combination Tax and Revenue Certificates of Obligation in an amount not to exceed \$20M.

RECOMMENDATION:

Judy Sandroussi, Finance Director, recommends delaying action on an ordinance authorizing the City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation in an amount not to exceed \$20,000,000; and other matters related thereto.

ATTACHMENTS:

- Resolution 2025-153
- Certificate for Resolution

RESOLUTION NO. R-2025-153

**RESOLUTION DELAYING ACTION ON AN ORDINANCE AUTHORIZING CITY OF
BASTROP, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF
OBLIGATION IN AN AMOUNT NOT TO EXCEED \$20,000,000;
AND OTHER MATTERS RELATED THERETO**

THE STATE OF TEXAS
COUNTY OF BASTROP
CITY OF BASTROP

‘
‘
‘

WHEREAS, on June 24, 2025, the City Council of the City of Bastrop, Texas (the "City") passed a resolution authorizing the publication of a notice of intent (the "Notice Resolution") to issue City of Bastrop, Texas Combination Tax and Limited Revenue Certificates of Obligation in a maximum principal amount not to exceed \$20,000,000 (the "Certificates"); and

WHEREAS, the Notice Resolution stated that the City Council tentatively proposed to authorize the issuance of the Certificates and to hold a public hearing on the Certificates at its regular meeting of the City Council to commence at 6:30 p.m. on August 26, 2025; and

WHEREAS, upon the advice of the City's staff, the City finds it necessary to delay action on the ordinance authorizing the issuance of the Certificates until a regular meeting of the City Council to commence at 6:30 p.m. on September 23, 2025.

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

Section 1. Delaying Action. The City hereby delays action on the ordinance authorizing the issuance of the Certificates and the public hearing on the Certificates until a regular meeting of the City Council to commence at 6:30 p.m. on September 23, 2025 at its regular meeting place in the City Hall, 1311 Chestnut Street, Bastrop, Texas.

Section 2. Other Matters. This Resolution shall become effective immediately upon adoption. The Mayor and City Secretary are hereby authorized and directed to execute the certificate to which this Resolution is attached on behalf of the City and to do any and all things proper and necessary to carry out the intent of this Resolution.

PASSED AND APPROVED this August 26, 2025.

City Secretary

Mayor

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS
COUNTY OF BASTROP
CITY OF BASTROP

We, the undersigned officers and members of the City Council of the City of Bastrop, Texas (the "City"), hereby certify as follows:

1. The City Council of the City convened in REGULAR MEETING ON THE 26TH DAY OF AUGUST, 2025, at the regular meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Ishmael Harris, Mayor
John Kirkland, Mayor Pro-Tem, Councilmember
Perry Lowe, Councilmember
Cynthia Meyer, Councilmember
Kevin Plunkett, Councilmember
Kerry Fossler, Councilmember

and all of the persons were present, except the following absentees: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

**RESOLUTION DELAYING ACTION ON AN ORDINANCE AUTHORIZING CITY OF
BASTROP, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF
OBLIGATION IN AN AMOUNT NOT TO EXCEED \$20,000,000;
AND OTHER MATTERS RELATED THERETO**

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

AYES: _____

NOES:

2. A true, full and correct copy of the Resolution passed at the Meeting described in the above and foregoing paragraphs is attached to and follows this Certificate; that the Resolution has been duly recorded in the City Council's minutes of the Meeting; that the above and foregoing paragraphs are a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Resolution; that the persons named in the above and foregoing paragraphs are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting,

and each of the officers and members consented, in advance, to the holding of the Meetings for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code.

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

SIGNED AND SEALED this August 26, 2025.

City Secretary

Mayor

[CITY SEAL]



STAFF REPORT

MEETING DATE: August 26, 2025

TITLE:

Consider action to approve the second reading of Ordinance No. 2025-55, amending the budget for the Fiscal Year 2025 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effect date.

AGENDA ITEM SUBMITTED BY:

Laura Allen, Assistant Finance Director

BACKGROUND/HISTORY:

The FY2025 budget was approved by the City Council on September 17, 2024. Since that approval, the City has identified minor corrections found after adoption and needs to implement various changes recommended by the City Manager.

Exhibit A to the ordinance explains in detail the nature of each of the budget amendments being requested.

The Financial Management Policy states that the level of budgetary control is at the department level in all Funds over \$25,000. If transfers are required over \$25,000 between departments, this must be approved by the City Council.

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

FISCAL IMPACT:

Various – See Ordinance Exhibit A

RECOMMENDATION:

Laura Allen, Asst Finance Director, recommends approval of the second reading of Ordinance No. 2025-55 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2025 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

ATTACHMENTS:

- Ordinance 2025-55
- Exhibit A

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2025 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN EXHIBIT A; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HERewith; AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop, Texas has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2025; and

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

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

Section 1: That the proposed budget amendment(s) for the Fiscal Year 2025, as submitted to the City Council by the City Manager and which budget amendment(s) are attached hereto as Exhibit A, are hereby adopted, and approved as the amended budget of said City for Fiscal Year 2025.

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

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

READ and APPROVED on First Reading on the 12th day of August 2025.

READ and ADOPTED on Second Reading on the 28th day of August 2025.

APPROVED:

by: _____
Ishmael Haris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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





Water and Wastewater Impact Fees Revenue	Original Budget	Increase (Decrease)	Amended Budget
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Bastrop Independent School District (BISD) has paid a total of \$134,856 in Transportation and Impact Fees.
On July 28, 2025 City Council passed Resolution R-2025-129 authorizing BISD a credit of \$83,598 towards permit fees.
This amendment would allocate \$83,598 from Development Services Fund to the Water/Wastewater Impact Fee Fund.
The \$83,598 would be applied towards BISD's applicable impact fees leaving them with an outstanding balance of \$51,258 in fees.

Transfer Out - W/WW Impact (108-15-06-8128)	\$ -	\$ 83,598	\$ 83,598
Transfer In - Development Services (306-00-00-4739)	\$ -	\$ 83,598	\$ 83,598



STAFF REPORT

MEETING DATE: August 26, 2025

TITLE:

Consider and act on Resolution R-2025-146, setting a public hearing to consider the adoption of an amendment to the Roadway Impact Fees.

AGENDA ITEM SUBMITTED BY:

Vivianna Nicole Andres, Assistant to the City Manager

BACKGROUND/HISTORY:

The Bastrop City Council adopted its first Roadway Impact Fee Ordinance in 2023. The Roadway Impact Fee Ordinance was established to provide the City with an opportunity to collect a Roadway Impact Fee when new developments are platted. The Impact Fee that is collected will be used for the construction of new streets.

The Impact Fee is based on the date of the approval of the Final Plat, the type/use of structure being constructed, and the service area in which the property is located. In the ordinance, the City is divided into two service areas on the Transportation Service Area Map, with the Colorado River being the dividing line. The property must be a part of one of the Service Areas on the map to be eligible to have the Impact Fee applied to it. Also, the boundary of the Service Areas is based on the city limits.

Since the adoption of this ordinance, the City of Bastrop has annexed additional land into its municipal limits. Therefore, an update is needed to revise the ordinance to include newly annexed areas.

To update the Impact Fee Ordinance, Chapter 395 of the Texas Local Government Code requires a resolution to be passed to set a public hearing. The city staff is currently planning to hold a public hearing to consider the amendment to the roadway impact fees at the first Regular City Council Meeting in October.

FOCUS AREAS:

The City of Bastrop has identified nine Focus Areas to successfully achieve its vision and mission. One of the Focus Areas is "Fiscal Responsibility and Managing Growth," which is tied to fiduciary responsibility and the planning for and management of growth, development, and redevelopment to maintain Bastrop's unique feel and character.

As the community continues to grow, the City will need to extend streets to accommodate the growth. To ensure that the City is able to manage this need in a fiscally responsible way, the staff

is proposing to amend the Roadway Impact Fee Service Area Map and Ordinance to include annexed properties.

RECOMMENDATION:

Take action to approve Resolution R-2025-146, setting a public hearing to consider the adoption of an amendment to the Roadway Impact Fees.

ATTACHMENTS:

- Resolution R-2025-146

RESOLUTION NO. R-2025-146

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, SETTING A PUBLIC HEARING TO CONSIDER ADOPTION OF AN AMENDMENT TO THE ROADWAY IMPACT FEES

WHEREAS, Texas Local Government Code (the “Code”), Chapter 395, governs financing capital improvements in municipalities;

WHEREAS, on October 25, 2022, the City Council authorized the preparation of a Roadway Impact Fee Study (“Study”);

WHEREAS, the Study was developed with the intent to implement a roadway impact fee for the City of Bastrop in accordance with Chapter 395 of the Code;

WHEREAS, on December 12, 2023, the City Council authorized the adoption of the Roadway Impact Fee; and,

WHEREAS, Sec. 395.053 of the Texas Local Government Code requires a municipality adopt an order setting a public hearing to discuss and review any updates to the Roadway Impact Fees.

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

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. A public hearing shall be held during the regularly scheduled council meeting on October ____, 2025, at 6:30 p.m. regarding possible amendments to the roadway impact fee.

Section 3. This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the Tex. Loc. Gov’t. Code and the City Charter.

Section 4. It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, this 26th day of August 2025.

[Signature Page to Follow]

APPROVED:

by: _____

Ishmael Haris, Mayor

ATTEST:

Michael Muscarello, City Secretary



APPROVED AS TO FORM:

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



STAFF REPORT

MEETING DATE: August 26, 2025

TITLE:

Consider and act on the first reading of Ordinance No. 2025-64, amending the Bastrop Code of Ordinances, Chapter 16 – Stormwater Drainage, Section 16.01.003 titled “Technical standards, design methods and procedures” and Section 16.01.008 titled “Maintenance agreement” and move to include on the August September 9, 2025, agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Submitted by: Elizabeth Wick, CFM, Project Manager

BACKGROUND/HISTORY:

The City of Bastrop hosted a Project Identification Exercise (PIE) Workshop, facilitated by staff and Texas Community Watershed Partners (TCWP). Within the PIE Report, three projects/improvements were identified based on the discussions and priority areas recognized during the workshop. One key area to develop is to *Establish a Framework for Resilient Development with Green Infrastructure Opportunities*.

The workshop participants highlighted a need for clearer guidance, policy tools or tool improvements, and design practices that help steer future development toward outcomes that protect the floodplain, reduce runoff, and maximize long-term resilience.

Based on this feedback, Staff was able to identify an opportunity to develop and continue to improve a flexible framework for resilient development that will encourage voluntary best practices, as well as an integration of green stormwater infrastructure practices. Therefore, Staff is proposing an update to the Bastrop Code of Ordinances, Chapter 16 – Storm Water Drainage Section 16.01.003 titled “Technical standards, design methods and procedures” to encourage resilient practices.

The update to Chapter 16 – Stormwater Drainage Section 16.01.008 titled “Maintenance agreement” is centered around adopting a 50% credit, or less, for permeable or porous pavement if the design meets the specified requirements in Chapter 16. It will also require the responsible parties to record a maintenance agreement at the County Clerks Office for the drainage facilities, and to submit an inspection report to the city to ensure reliable maintenance of the drainage facilities every two years. There is currently no such agreement or inspection report required which leaves the city in a precarious position during a flood event.

Staff updated the sample stormwater maintenance agreement located in Appendix G of the Storm Water Drainage Design Manual as it relates to Section 16.01.008.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Act on the first reading of Ordinance No. 2025-64, amending the Bastrop Code of Ordinances, Chapter 16 – Storm Water Drainage, Section 16.01.003 titled “Technical standards, design methods and procedures” and Section 16.01.008 titled “Maintenance agreement” and move to include on the September 9, 2025, agenda for a second reading.

ATTACHMENTS:

1. Ordinance No. 2025-64
2. Exhibit A: Chapter 16 – Storm Water Drainage
3. Exhibit B: Sample storm water maintenance agreement

ORDINANCE NO. 2025-64**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER 16 STORMWATER DRAINAGE, SECTION 16.01.003 and 16.01.008; 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, Texas (the “City”) has general authority to adopt an ordinance or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council finds that there is a local need for clearer guidance, policy, and design practices that help steer future development toward outcomes that protect the floodplain, reduce runoff, and maximize long-term resilience.

WHEREAS, the City Council finds certain amendments to the aforementioned codes are necessary to encourage resilient practices and are in the best interest of the City; and

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

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

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

Section 2. Amendment: Chapter 16 – Stormwater Drainage of the City of Bastrop Code of Ordinances is hereby amended, and after such amendment, shall read in accordance with Attachment “A”, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as shown in each of the attachments.

Section 3. Repealer: To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance

shall be and remain controlling as to the matters regulated.

- Section 4.** Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.
- Section 5.** 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 6.** Effective Date: This Ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.
- 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 by the City Council of the City of Bastrop, on this, the 26th day of August 2025.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 9th day of September 2025.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

City Attorney



Chapter 16

STORMWATER DRAINAGE

Sec. 16.01.001 Applicability and jurisdiction.

(a) *Applicability.*

- (1) Where not otherwise limited by law, this chapter applies to land development activity that meets one (1) or more of the following criteria:
 - (A) Any development, including redevelopment and in-fill development, that results in ten thousand (10,000) square feet or more of land disturbing activity;
 - (B) Any development, including redevelopment and in-fill development, that results in the addition of five thousand (5,000) square feet or more of impervious area;
 - (C) A subdivision plat; or
 - (D) A development of any size that, in the opinion of the City Engineer, is likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, that causes undue channel erosion, that increases water pollution by scouring or the transportation of particulate matter, or that endangers property or public safety.
- (2) A site that meets any of the following criteria is exempt from the requirements of this article:
 - (A) A site with less than ten (10) percent connected imperviousness based on complete development of the post-construction site, provided the cumulative area of all parking lots and rooftops is less than one (1) acre;
 - (B) Nonpoint discharges from agricultural facilities and practices;
 - (C) Nonpoint discharges from silviculture activities;
 - (D) Routine maintenance for project sites, with under five (5) acres of land disturbance, if performed to maintain the original line and grade, hydraulic capacity or original purpose of the facility; or
 - (E) Underground utility construction such as water, sewer, power, and fiberoptic lines. This exemption does not apply to the construction of any above ground structures associated with utility construction.

(b) *Jurisdiction.* This chapter applies to land disturbing construction activities on land:

- (1) Within the city limits;
- (2) Within the city's extraterritorial jurisdiction (to the extent authorized by the 1445 agreement between the city and Bastrop County, as amended); or
- (3) Subject to a development agreement between a developer and the city.

(Ord. No. 2019-17, § 5, 5-14-19)

Sec. 16.01.002 Definitions.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Business day means a day the office of the city is routinely and customarily open for business.

City Engineer means the registered engineer designated by the City Manager to review engineering aspects of projects located within the city.

City Manager means the City Manager of the City of Bastrop.

City of Bastrop Stormwater Drainage Design Manual means the stormwater drainage design manual adopted by the city concurrently with the adoption of this chapter, as amended and incorporated by reference.

Connected imperviousness means an impervious surface that is directly connected to a separate storm sewer or water of the state via an impervious flow path.

Development means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations or storage of equipment or materials.

Development Review Committee ("DRC") means a group that shall consist of city staff including, but not limited to, representatives from Planning and Development/building inspections, engineering, public works/parks/water/wastewater, electric, fire, and the City Manager's office.

Erosion means the process by which the land's surface is worn away by the action of wind, water, ice or gravity.

Extraterritorial jurisdiction ("ETJ") means the area outside of the city municipal limits in which the city exercises joint zoning authority with Bastrop County.

Final stabilization means that all land disturbing construction activities at the construction site have been completed and that:

- (A) A uniform, perennial, vegetative cover has been established, with a density of at least seventy (70) percent of the cover, for the unpaved areas and areas not covered by permanent structures; or
- (B) Equivalent permanent stabilization measures have been employed.

Financial guarantee means a performance bond, maintenance bond, surety bond, irrevocable letter of credit, or similar guarantees submitted to the city by the responsible party to assure that requirements of the ordinance are carried out in compliance with the stormwater management plan.

Impervious surface means an area that releases as runoff all or a large portion of the precipitation that falls on it, except for frozen soil. Rooftops, sidewalks, driveways, parking lots and streets are examples of areas that typically are impervious.

In-fill development means development of vacant parcels, or demolition of existing structures within previously built areas, which are already served by public infrastructure, such as transportation, water, wastewater, and other utilities.

Infiltration means the entry of precipitation or runoff into or through the soil.

Infiltration system means a device or practice such as a basin, trench, rain garden or swale designed specifically to encourage infiltration, but does not include natural infiltration in pervious surfaces such as lawns, redirecting of rooftop downspouts onto lawns or minimal infiltration from practices, such as swales or road side channels designed for conveyance and pollutant removal only.

Land development activity means any construction related activity that results in the addition or replacement of impervious surfaces such as rooftops, roads, parking lots, and other structures. Measurement of areas impacted by land development activity includes areas that are part of a larger common plan of development or sale where multiple separate and distinct land disturbing construction activities may be taking place at different times on different schedules but under one plan.

Land disturbing construction activity means any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities.

Maintenance agreement means a legal document that provides for long-term maintenance of stormwater management practices.

Off-site means located outside the property boundary described in the permit application.

On-site means located within the property boundary described in the permit application.

Performance standard means a narrative or measure specifying the minimum acceptable outcome for a facility or practice.

Permit administration fee means a sum of money paid to the city by the permit applicant for the purpose of recouping the expenses incurred by the city in administering the permit.

Pervious surface means an area that releases as runoff a small portion of the precipitation that falls on it. Lawns, gardens, parks, forests or other similar vegetated areas are examples of surfaces that typically are pervious.

Post-construction site means a construction site following the completion of land disturbing construction activity and final site stabilization.

Pre-development condition means the extent and distribution of land cover types present before the initiation of land disturbing construction activity, assuming that all land uses prior to development activity are managed in an environmentally sound manner.

Public Works Director means the individual appointed by the City Manager to administer the installation and operation of city infrastructure.

Redevelopment means areas where, in the determination of the City Engineer, development is replacing older development.

Responsible party means any entity holding fee title to the property, or an entity contracted to develop the property.

Runoff means stormwater or precipitation including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.

Site means the entire area included in the legal description of the land on which the land disturbing construction activity occurred.

Stop work order means an order issued by the city which requires that all construction activity on the site be stopped.

Stormwater management plan is a comprehensive plan designed to reduce the discharge of runoff from hydrologic units on a regional or municipal scale.

Stormwater management permit means a written authorization made by the City to the applicant to conduct land disturbing construction activity or to discharge post-construction runoff to waters of the state.

Stormwater maintenance plan means the set of tasks that must be performed in order to operate and maintain a stormwater management facility.

Stormwater pollution prevention plan ("SWPPP") means the plan created by constructors to show their plans for sediment and erosion control. The SWPPP identifies all potential sources of pollution which may reasonably be expected to affect the quality of storm water discharges from the construction site.

Technical standard means a document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.

(Ord. No. 2019-17, § 5, 5-14-19; Ord. No. 2019-30, § 2(Exh. A), 8-27-19)

Sec. 16.01.003 Technical standards, design methods and procedures.

All drainage facilities and practices required to comply with this chapter shall comply with the technical standards and design methods, and follow the processes specified in the City of Bastrop Stormwater Drainage Design Manual, incorporated into this chapter by reference. Where not superseded by stricter requirements in the City of Bastrop Stormwater Drainage Design Manual, the following standards are also incorporated by reference:

- (1) Other design guidance and technical standards identified or developed by the Texas Commission on Environmental Quality (TCEQ) under the Texas Pollutant Discharge Elimination System (TPDES) General Permit No. TXR150000.
- (2) Other technical standards approved by the City Engineer.
- (3) The City of Bastrop Comprehensive Master Plan.
- (4) The effective flood insurance study (FIS) and effective flood insurance rate maps (FIRM) prepared by FEMA.
- (5) Permeable or porous pavement may be considered 50% pervious provided that the plans, specifications, details, or other information which are signed and sealed by an engineer licensed in the State of Texas are approved by the City Engineer. Credit may be restricted or disallowed in some cases for areas within the Gills Branch Watershed. Any approved credit will not be subtracted from Section 16.01.001 paragraph (a) Applicability Subparagraph (1) Criteria (B).

(Ord. No. 2019-17, § 5, 5-14-19)

Sec. 16.01.004 Performance standards.

- (a) *Stormwater drainage performance standards.* All drainage facilities and practices required to comply with this chapter shall meet performance standards specified in the City of Bastrop Stormwater Drainage Design Manual.
- (b) *Location and regional treatment option requirements.*
 - (1) Stormwater drainage facilities required to meet this chapter may be located on-site or off-site as part of a regional stormwater device, practice, or system.
 - (2) The city may approve off-site rather than on-site management measures only if all of the following conditions are met:
 - (A) The city determines that the post-construction runoff is covered by a stormwater drainage system plan that is approved by the city and that contains drainage requirements consistent with the purpose and intent of this chapter; and
 - (B) The off-site facility:

- i. Will be in place before the need for the facility arises as a result of on-site construction activities;
 - ii. Is designed and adequately sized to provide a level of stormwater control equal to or greater than that which would be afforded by on-site practices meeting the performance standards of this chapter; and
 - iii. Has a legally obligated entity responsible for its long-term operation and maintenance.
 - (3) Where a regional treatment option exists such that the city may exempt the applicant from all or part of the minimum on-site stormwater drainage requirements, the applicant shall be required to pay a fee in an amount determined in negotiation with the city. In determining the fee for post-construction runoff, the city shall consider an equitable distribution of the cost for land, engineering design, construction, and maintenance of the regional treatment option.
 - (c) *Alternative drainage requirements.* The City Engineer may establish alternative stormwater drainage requirements to those set forth in the City of Bastrop Stormwater Drainage Design Manual, if the city determines that an added level of protection is needed to address downstream stormwater drainage issues based on a regional study or engineering plan commissioned by the city; or that extraordinary hardships or practical difficulties may result from strict compliance with these regulations. Exceptions or waivers to stormwater drainage requirements set forth in this chapter and the City of Bastrop Stormwater Drainage Design Manual shall be considered in accordance with Section 16.01.013.
- (Ord. No. 2019-17, § 5, 5-14-19)

Sec. 16.01.005 Permitting requirements, procedures, and fees.

- (a) *Permit required.* Before starting any land disturbing construction activity, the responsible party shall first:
 - (1) Request and participate in a pre-application meeting with the Directors (or their designees) of the City Planning Department, City Engineer's Office, and Public Works Department;
 - (2) Receive a post-construction runoff permit from the city; and
 - (3) Receive a permit from the city as provided in this section.
- (b) *Permit application and fees.* Unless specifically excluded by this chapter, any responsible party desiring a permit shall submit to the city a permit application made on a form provided by the city for that purpose.
 - (1) Unless otherwise excepted by this chapter, a permit application must be accompanied by a stormwater management plan, a stormwater operations and maintenance plan, a maintenance agreement (where required) and, where not otherwise covered by a developer's agreement, a non-refundable permit administration fee. The permit administration fee, where applicable, shall be consistent with a fee schedule maintained by the city.
 - (2) The stormwater management plan, the stormwater operations and maintenance plan, the maintenance agreement, and the erosion control plan shall be prepared to meet the requirements outlined in the City of Bastrop Stormwater Drainage Design Manual.
 - (3) All applications for development that may impact drainage must also be accompanied by a signed, sealed and dated letter from a registered engineer certifying that they have personally reviewed the topography and completed a field investigation of the existing and proposed flow patterns for stormwater runoff from the subject development to the main stem of all creeks that may impact the project, and build-out conditions allowable by zoning, restrictive covenant or plat note, that the stormwater flows from the subject development will not cause any additional adverse flooding impacts for storms of magnitude up through the one-hundred (100) year event.

- (c) *Review and approval of permit application.* The city shall review any permit application that is submitted with a stormwater management plan, stormwater maintenance plan, maintenance agreement, and the required fee. The following approval procedure shall be used:
- (1) The city may request additional information if required for a complete application within fifteen (15) business days of receipt of any permit application. Within thirty (30) business days of the receipt of a complete permit application, the city shall inform the applicant whether the application, plan, and maintenance agreement are approved or disapproved based on the requirements of this chapter. The 30-day review period begins once the city has received all information necessary for the review and deems the application is complete, or fifteen (15) business days after receipt of the permit application if additional information has not been requested.
 - (2) If the stormwater permit application, stormwater management plan, stormwater maintenance plan, and maintenance agreement are approved, or if an agreed upon payment of fees in lieu of stormwater management practices is made, the city shall issue the permit.
 - (3) If the stormwater permit application, stormwater management plan, stormwater maintenance plan, or maintenance agreement is disapproved, the city shall detail in writing the reasons for disapproval so that the applicant may apply for a permit after correcting the deficiencies.
 - (4) The city may request additional information from the applicant while reviewing the application. If additional information is submitted, the city shall have ten (10) additional business days from the date the additional information is received to inform the applicant that the application, stormwater management plan, stormwater maintenance plan, and maintenance agreement are either approved or disapproved.
- (d) *Permit requirements.* All permits issued under this chapter shall be subject to the following conditions, and holders of permits issued under this chapter shall be deemed to have accepted these conditions. The city may suspend or revoke a permit for violation of a permit condition, following written notification of the responsible party. An action by the city to suspend or revoke this permit may be appealed in accordance with Section 16.01.012.
- (1) Compliance with this permit does not relieve the responsible party of the responsibility to comply with other applicable federal, state, and local laws and regulations.
 - (2) The responsible party shall design and install all structural and non-structural stormwater management measures in accordance with the approved stormwater management plan and the permit.
 - (3) The responsible party shall notify the city at least two (2) business days before commencing any work in conjunction with the stormwater management plan, and within three (3) business days upon completion of the stormwater management practices. If required as a special condition under Section 16.01.006 of this chapter, the responsible party shall make additional notification according to a schedule set forth by the city so that practice installations can be inspected during construction.
 - (4) Practice installations required as part of this chapter shall be certified "as built" by a licensed professional engineer in the State of Texas. Completed stormwater management practices must pass a final inspection by the city or its designee to determine if they are in accordance with the approved stormwater management plan and ordinance. The city or its designee shall notify the responsible party in writing of any changes required in such practices to bring them into compliance with the conditions of the permit.
 - (5) The responsible party shall notify the city of any proposed modifications to an approved stormwater management plan. The city may require that the proposed modifications be submitted to it for approval prior to incorporation into the stormwater management plan and execution by the responsible party.

- (6) The responsible party shall maintain all stormwater management practices in accordance with the stormwater management plan until the practices either become the responsibility of the city or are transferred to subsequent private owners as specified in the approved maintenance agreement.
 - (7) The responsible party authorizes the city to perform any work or operations necessary to bring stormwater management measures into conformance with the approved stormwater management plan, and consents to a special assessment or charge against the property, or to charging such costs against the financial guarantee posted under Section 16.01.011.
 - (8) If so directed by the city, the responsible party shall repair at the responsible party's own expense all damage to adjoining facilities and drainage ways caused by runoff, where such damage is caused by activities that are not in compliance with the approved stormwater management plan.
 - (9) The responsible party shall allow the city or its designee to access the property for the purpose of inspecting the property for compliance with the approved stormwater management plan and this permit.
 - (10) Where site development or redevelopment involves changes in direction, increases in peak rate, and/or total volume of runoff from a site, the city may require the responsible party to make appropriate legal arrangements with affected property owners.
 - (11) The responsible party is subject to the enforcement actions and penalties detailed in Section 16.01.014 if the responsible party fails to comply with the terms of this permit.
- (e) *Permit conditions.* Permits issued under this subsection may include conditions established by the city related to the requirements needed to meet the performance standards in Section 16.01.004 or a financial guarantee as provided for in Section 16.01.011.
 - (f) *Permit duration.* Permits issued under this section shall be valid from the date of issuance through the date the city notifies the responsible party that all stormwater management practices have passed the final inspection required under paragraph (d) of this subsection. The permit shall be invalid if work is not commenced within one (1) year of permit issuance.

(Ord. No. 2019-17, § 5, 5-14-19)

Sec. 16.01.006 Stormwater management plan.

- (a) *Plan requirements.* The responsible party shall be responsible for developing and implementing a stormwater management plan. The stormwater management plan shall be prepared and submitted to the city by a registered engineer on behalf of the responsible party. The stormwater management plan shall incorporate the requirements of section 16.01.004 and include, at a minimum, information required in the City of Bastrop Stormwater Drainage Design Manual, maintained and periodically updated by the city. The city may waive certain submittal requirements if determined by the city to be unnecessary to demonstrate compliance with ordinance standards.
- (b) *Alternative requirements.* The city may prescribe alternative submittal requirements for applicants seeking an exemption to on-site stormwater management performance standards under Section 16.01.004.

(Ord. No. 2019-17, § 5, 5-14-19)

Sec. 16.01.007 Maintenance plan.

An operations and maintenance plan shall be prepared to meet the requirements outlined in the City of Bastrop Stormwater Drainage Design Manual. The operations and maintenance plan shall be submitted to the city along

with the final drainage plans and shall clearly state which entity has responsibility for the operation and maintenance of the temporary and permanent stormwater controls and drainage facilities to ensure that they will function in the future.

(Ord. No. 2019-30, § 2(Exh. A), 8-27-19)

Sec. 16.01.008 Maintenance agreement.

- (a) *Maintenance agreement required.* The maintenance agreement required for stormwater management practices shall be an agreement between the city and the responsible party to provide for maintenance of stormwater practices beyond the duration period of the permit. The maintenance agreement shall be filed by the responsible party in the deed records of Bastrop County as a property deed restriction so that it is binding upon all subsequent owners of the land served by the stormwater management practices.
- (b) *Agreement provisions.* The maintenance agreement shall contain the following information and provisions and be consistent with the maintenance plan required by Section 16.01.007:
 - (1) Identification of the stormwater facilities and designation of the drainage area served by the facilities;
 - (2) A schedule for regular maintenance of each aspect of the stormwater management system consistent with the stormwater management plan required under Section 16.01.006;
 - (3) Identification of the property or easement owner, organization, or entity responsible for long term maintenance of the stormwater management practices identified in the stormwater management plan required under Section 16.01.006.
 - (4) A requirement that the responsible party or parties identified in paragraph (3) shall maintain stormwater management practices in accordance with the schedule included in paragraph (2) and submit an inspection report prepared by an engineer licensed in the State of Texas to the Engineering Department with a \$25.00 filling fee to the City of Bastrop every two years.-
 - (5) Authorization for the city to access the property to conduct inspections of stormwater management practices as necessary to ascertain that the practices are being maintained and operated in accordance with the agreement.
 - (6) A requirement that the city will maintain records of the results of the site inspections, will inform the party responsible for maintenance of the inspection results, and will specifically indicate any corrective actions required to bring the stormwater management practice into proper working condition.
 - (7) A provision that the responsible party or parties identified in paragraph (3) shall be notified by the city of maintenance conditions requiring correction or repair. The specified corrective actions shall be undertaken within a reasonable time frame set by the city.
 - (8) Authorization for the city to perform the corrected actions identified in the inspection report if the responsible party or parties identified in paragraph (3) do not make the required corrections in the specified time period.
 - (9) Authorization for the city to take any action allowed by law to enforce the agreement and enforce this chapter.

(Ord. No. 2019-17, § 5, 5-14-19)

Sec. 16.01.009 Erosion control plan.

- (a) Stormwater pollution prevention plans (SWPPPs) shall be submitted for review to the City Engineer prior to release of construction projects. The Responsible Party and their engineer shall be responsible for preparation of an SWPPP in accordance with the Texas Commission on Environmental Quality (TCEQ) and U.S. Environmental Protection Agency (EPA) requirements.
 - (b) TCEQ and EPA permitting shall also be the responsibility of the responsible party and their engineer.
- (Ord. No. 2019-30, § 2(Exh. A), 8-27-19)

Sec. 16.01.010 Easements.

- (a) The Responsible Party shall dedicate or grant all necessary easements for construction of all stormwater drainage facilities required in the City of Bastrop Stormwater Drainage Design Manual.
- (b) The Responsible Party shall record all easements in the deed records of Bastrop County.

The easements shall conform to the requirements in the City of Bastrop Stormwater Drainage Design Manual.

(Ord. No. 2019-30, § 2(Exh. A), 8-27-19)

Sec. 16.01.011 Financial guarantee.

- (a) *Establishment of the guarantee.* The city may require the submittal of a financial guarantee by the responsible party on the form prescribed in the City of Bastrop Stormwater Drainage Design Manual. The financial guarantee shall be in an amount determined by the city to be the estimated cost of construction and the estimated cost of maintenance of the stormwater management practices during the period that the designated party in the maintenance agreement has maintenance responsibility. The financial guarantee shall give the city the authorization to use the funds to complete the stormwater management practices if the responsible party defaults or does not properly implement the approved stormwater management plan, upon written notice to the responsible party by the city that the requirements of this chapter have not been met.
- (b) *Conditions for release of the guarantee.* Conditions for the release of the financial guarantee are as follows:
 - (1) The city shall release the portion of the financial guarantee established under this section to cover the estimated cost of construction, less any costs incurred by the city to complete installation of practices, upon submission of "as built plans" by a licensed professional engineer of the State of Texas. The city may make provisions for a partial pro-rata release of the financial guarantee based on the completion of various development stages.
 - (2) The city shall release the portion of the financial guarantee established under this section to assure maintenance of stormwater practices and facilities, less any costs incurred by the city, at such time that the responsibility for practice or facility maintenance is passed on to another entity via an approved maintenance agreement.

(Ord. No. 2019-17, § 5, 5-14-19)

Sec. 16.01.012 Fee schedule.

The fee referred to in other sections of this chapter is found in Section A3.22.022 of Appendix A of this Code and may from time to time be modified by ordinance.

(Ord. No. 2019-17, § 5, 5-14-19)

Sec. 16.01.013 Exceptions and waivers.

- (a) *Generally.* The Development Review Committee may recommend, and the City Council may approve exceptions or waivers to these requirements so that substantial justice may be done, and the public interest secured where extraordinary hardship or practical difficulties may result from strict compliance with this chapter or if the purposes of this chapter may be served to a greater extent by an alternative proposal. The exceptions or waivers shall not have the effect of nullifying the intent and purpose of this chapter. The DRC shall only recommend approval of an exception or waiver if, based upon the evidence presented to it, all of the following conditions are met by the petitioner:
- (1) The granting of the exception or waiver will not be detrimental to the public safety, health, or welfare, and will not be injurious to other property;
 - (2) The conditions upon which the request is based are unique to the property for which the relief is sought and are not applicable generally to other property;
 - (3) Because of the location or conditions affecting the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations is carried out;
 - (4) The relief sought will not materially alter the provisions of any existing regional stormwater management plan except that the plan may be amended in the manner prescribed by law; and
 - (5) The granting of the exception or waiver will not result in a violation of state or federal laws or permits.

(Ord. No. 2019-17, § 5, 5-14-19; Ord. No. 2019-30, § 2(Exh. A), 8-27-19)

Sec. 16.01.014 Enforcement.

- (a) Any land disturbing construction activity or post-construction runoff initiated after the effective date of this chapter by any person, firm, association, or corporation subject to the ordinance shall be deemed a violation of this chapter unless conducted in accordance with the requirements of this chapter.
- (b) The city shall notify the responsible party by certified mail of any non-complying land disturbing construction activity or post-construction runoff. The notice shall describe the nature of the violation, remedial actions needed, a schedule for remedial action, and additional enforcement action that may be taken.
- (c) Upon receipt of written notification from the city under paragraph (2), the responsible party shall correct work that does not comply with the stormwater management plan or other provisions of this article. The responsible party shall make corrections as necessary to meet the specifications and schedule set forth by the city in the notice.
- (d) If the violations to a permit issued pursuant to this chapter are likely to result in damage to properties, public facilities, or waters of the state, the city may enter the land and take emergency actions necessary to prevent such damage. The costs incurred by the city plus interest and legal costs shall be billed to the responsible party.
- (e) The city is authorized to post a stop work order on all land disturbing construction activity that is in violation of this article, or to request that the city attorney obtain a cease and desist order in any court with jurisdiction.
- (f) The city may revoke a permit issued under this chapter for non-compliance with the ordinance provisions.

- (g) Any permit revocation, stop work order, or cease and desist order shall remain in effect unless retracted by the city, City Attorney, or by a court with jurisdiction.
- (h) The city is authorized to refer any violation of this chapter, or of a stop work order, or of a cease and desist order issued pursuant to this chapter, to the City Attorney for the commencement of further legal proceedings in any court with jurisdiction.
- (i) Any person, firm, association, or corporation who does not comply with the provisions of this chapter shall be subject to a fine not to exceed two thousand dollars (\$2,000.00) per offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense.
- (j) Compliance with the provisions of this chapter may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease and desist order before an injunction is sought.
- (k) When the city determines that the holder of a permit issued pursuant to this chapter has failed to follow practices set forth in the stormwater management plan, or has failed to comply with schedules set forth in said stormwater management plan, the city or a party designated by the city may enter upon the land and perform the work or other operations necessary to bring the condition of said lands into conformance with requirements of the approved plan. The city shall keep a detailed accounting of the costs and expenses of performing this work. These costs and expenses shall be deducted from any financial guarantee posted pursuant to Section 16.01.011 of this chapter. Where such a guarantee has not been established, or where such a guarantee is insufficient to cover these costs, the city may take any action allowed by law to enforce this chapter.

(Ord. No. 2019-17, § 5, 5-14-19)

Sec. 16.01.015 Appeals.

- (a) *Role of the City Council.* The City Council of the city of Bastrop:
 - (1) Shall approve or disapprove the recommendations of the DRC regarding the granting of exceptions or waivers from certain provisions of this chapter, using the criteria in Section 16.01.013(a); and
 - (2) Shall hear and decide appeals where it is alleged that there is an error in any order, decision, or determination made by the city in administering this chapter, except for cease and desist orders obtained under Section 16.01.014; and
 - (3) Shall apply the rules, procedures, duties and powers authorized by statute in hearing and deciding appeals.
- (b) *Who may appeal.* Appeals to the City Council may be taken by any aggrieved person or by an officer, department, or board of the city affected by any decision of the city in administering this chapter.

(Ord. No. 2019-17, § 5, 5-14-19; Ord. No. 2019-30, § 2(Exh. A), 8-27-19)

AGREEMENT TO MAINTAIN STORMWATER FACILITIES
BY AND BETWEEN THE CITY OF BASTROP AND

Whereas, the upkeep and maintenance of stormwater facilities and the implementation of pollution source control best management practices (BMPs) is essential to the protection of water resources in the City of Bastrop; and

Whereas, all property owners are expected to conduct business in a manner that minimizes impacts of stormwater runoff; and

Whereas, this Agreement contains specific provisions with respect to maintenance of stormwater facilities; and

Whereas, the authority to require maintenance and pollution source control is provided in the City of Bastrop Stormwater Drainage Ordinance, Chapter 16 of the City Code of Ordinances; and

Whereas, Owner has constructed improvements, including but not limited to, buildings, pavement, and stormwater facilities on the property described in Attachment A. (Note: Attachment A shall identify the stormwater facilities and designate the drainage area served by those facilities.)

In order to further the stormwater management goals of the City of Bastrop, the City and Owner hereby enter into this Agreement. This Agreement is effective on the date of the last to execute below, (the "Effective Date").

The responsibilities of each party to this Agreement are identified below.

OWNER SHALL:

~~(1) Implement the stormwater facility maintenance plan included herein as Attachment B.~~

(1) Implement ~~and complete the requirements of the "Final Drainage Plan"~~ the stormwater management plan included herein as ~~Appendix~~ Attachment C.

(2) Submit an inspection report prepared by an engineer licensed in the State of Texas to the Engineering Department along with a \$25.00 filing fee to the City of Bastrop every two years.

(3) Allow the City or designee to access the property to conduct inspections of stormwater management practices as necessary to ascertain that the practices are being maintained and operated in accordance with the agreement.

(4) Undertake corrective actions required by the City within a reasonable time frame as set by the City.

(5) Maintain a record of steps taken to implement the programs referenced in (1) and (2) above. Record shall be available for inspection by City staff at Owners business during normal business hours. The record shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered, or follow-up actions recommended.

City of Bastrop, 05/09/2019

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- (6) Notify the City of any changes in ownership or contact information within ten (10) business days of such a change.

City of Bastrop, 05/09/2019

THE CITY OF BASTROP SHALL:

- (1) Provide technical assistance to Owner in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request, and as City time and resources permit.
- (2) Maintain public records of the results of the site inspections, inform the party responsible for maintenance of the inspection results, and specifically indicate any corrective actions required to bring the storm water management practice into proper working condition.
- (3) Notify the Owner of maintenance problems that require correction or repair.

REMEDIES:

- (1) If corrective actions required by the City are not completed within the time set by the City, written notice will be sent to Owner stating that the City intends to perform such maintenance and will bill the Owner for all incurred expenses.
- (2) If at any time the City determines that the existing system creates any imminent threat to public health or welfare, the City may take immediate measures to remedy said threat. No notice to the persons listed in (1), above, shall be required under such circumstances.
- (3) The Owner grants unrestricted authority to the City for access to any and all stormwater system features for the purpose of performing maintenance or repair as may become necessary under Remedies (1) and (2).
- (4) The Owner shall assume all responsibility for the cost of any maintenance and for repairs to the stormwater facility. Such responsibility shall include reimbursement to the City within 30 days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by the City will be borne by the parties responsible for said reimbursements.
- (5) The City is authorized to take any action allowed by law to enforce this Agreement and Chapter 16 of the City of Bastrop Code of Ordinances, as amended.

This Agreement is intended to protect the value and desirability of the real property described above and to benefit all the citizens of the City. It shall run with the land and be binding on all parties having or acquiring from Owner or their successors or assigns any right, title, or interest in the property or any part thereof, as well as their title, or interest in the property or any part thereof, as well as their heirs, successors, and assigns. They shall inure to the benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of all citizens of the City.

City of Bastrop, 05/09/2019

PARTY RESPONSIBLE FOR MAINTENANCE OF THE INSPECTION RESULTS

Name: _____

Company: _____

Address: _____

Electronic Mail Address: _____

Phone: _____

Notices under this agreement shall be sent to:

FOR THE CITY OF BASTROP:

City of Bastrop
P.O. Box 427
Bastrop, Texas 78602
Attn: City Manager

With copy to: ~~Alan Bojorquez~~ Charles Zech
~~Bojorquez Law Firm~~ Denton
Navarro Rodriguez Bernal Santee
& Zech, P.C.
~~12325 Hymeadow Drive~~ 2500 W.
William Cannon, Suite 609
~~Suite 2-100~~
~~Austin, Texas 78750~~ Austin,
Texas 78745

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FOR THE OWNER:

Name: _____

Company: _____

Address: _____

Electronic Mail Address: _____

Phone: _____

City of Bastrop, 05/09/2019

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.

CITY OF BASTROP

By: _____
~~Lynda Humble~~ Sylvia Carrillo
 City Manager

Date: _____

ATTEST

~~Ann~~
~~Franklin~~ Michael
Muscarello City
 Secretary

OWNER

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

STATE OF TEXAS)
)
COUNTY OF BASTROP)

On this _____ day of _____, 20____, personally appeared before me, a Notary Public in and for the State of Texas duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____ and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal the day and year first above written.

 Notary Public in and for the State of
 Texas, residing in _____

City of Bastrop, 05/09/2019

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My Commission Expires: _____

City of Bastrop, 05/09/2019



STAFF REPORT

MEETING DATE: August 26, 2025

TITLE:

Consider and act on Resolution No. R-2025-150, authorizing the City Manager to approve Amendment #1 to the original Professional Services Agreement with Huitt-Zollars for the design and construction phase services of Old Iron Bridge Rehabilitation.

AGENDA ITEM SUBMITTED BY:

Submitted by: Elizabeth Wick, CFM, Project Manager

BACKGROUND/HISTORY:

On January 9, 2024, City Council passed Resolution No. R-2024-02 entering into a professional services contract with Huitt-Zollars, Inc. for the design and construction phase services for the Old Iron Bridge Rehabilitation project.

Amendment #1 includes three project issues that were not included or changed from the original contract during the design and permitting portion of the contract.

1. Tricolored Bat Survey: During initial correspondence with permitting agencies, U.S. Army Corp of Engineers (USACE), Texas Historical Commission (THC) and Environmental Commission, it was stated that the Tricolored Bat was going to be listed as an endangered species by the U.S. Fish & Wildlife Services. The Environmental Commission notified Huitt-Zollars that a tree survey of the area would be required because the Tricolored Bat has been identified to use trees to nest and that the preliminary assessment indicated would be impacted by the proposed project.
2. Lighting Design – Electrical: During preliminary design of the electrical components and electrical light fixtures for the bridge, Huitt-Zollars was directed by the City of Bastrop to match existing lighting fixtures located in downtown Bastrop. Review of the first submittal by THC included the requirement to use modern lighting fixtures instead of the old-style light fixtures originally requested. The modern light fixtures and lighted railing were subsequently approved by THC.
3. Lighting Design – Structural: Huitt-Zollars structural engineers worked on evaluating the existing bridge and evaluated modifications to accommodate the updated lighting system and the lighted railing.

FISCAL IMPACT:

The funding source will be Bond Series 2025

Original PSA	\$1,129,222.45
Amendment #1*	\$59,600.00
Grand Total	\$1,188,822.45

**See exhibit for itemized cost*

RECOMMENDATION:

Authorize the approval of Amendment #1 to the original Professional Services Agreement with Huitt-Zollars.

ATTACHMENTS:

1. Resolution No. R-2025-150
2. Amendment #1

RESOLUTION NO. R-2025-150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AMENDMENT #1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HUITT-ZOLLARS TO PROVIDE ADDITIONAL DESIGN AND CONSTRUCTION PHASE SERVICES FOR THE OLD IRON BRIDGE REHABILITATION PROJECT FOR A NOT TO EXCEED AMOUNT OF FIFTY NINE THOUSAND, SIX HUNDRED DOLLARS (\$59,600.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop approved Resolution No. R-2024-02 on January 9, 2024, entering into a professional services contract with Huitt-Zollars for the design and construction phase services for the Old Iron Bridge Rehabilitation project, and

WHEREAS, the City requested Huitt-Zollars to provide additional design and construction phase services for the Old Iron Bridge Rehabilitation project; and

WHEREAS, the City of Bastrop City Council understands the importance of proactively complying with U.S. Fish & Wildlife Services endangered species list; and

WHEREAS, the City of Bastrop City Council understands the requirement of receiving an official review from the Texas Historical Commission and receiving a no adverse effect determination.

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

Section 1. The City Council of the City of Bastrop, Texas has determined Huitt-Zollars to be a subject matter expert in the fields of streets, construction management, and inspection.

Section 2. The City Manager is hereby authorized to execute Amendment #1 of the Professional Services Agreement with Huitt-Zollars to provide additional design and construction phase services in an amount not to exceed of Fifty Nine Thousand, Six Hundred Dollars (\$59,600.00), as well as all other necessary documents.

Section 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 26th day of August 2025.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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



July 2, 2025

Elizabeth Wick
City of Bastrop
Project Manager
Engineering Department
1311 Chestnut Street
Bastrop, Texas 78602

Re: Old Iron Bridge Rehab
Additional Services Proposal #1 – Additional Survey and Change of scope of existing contract

Dear Mrs. Wick:

As discussed, Huitt-Zollars, Inc. (Huitt-Zollars) is providing this proposal for additional services to City of Bastrop (City) associated with the Old Iron Bridge Rehab (Project). The additional services include tree survey and electrical design services.

Our proposal is based upon the following scope of services, compensation, and schedule. The terms and conditions are as stated in our agreement with the City dated January 16, 2024.

Our total hourly not to exceed approved contract amount for this project is \$1,129,222.45. This amount was not to exceed without additional authorization from the City of Bastrop. The level of effort associated with each task was an estimate, in addition, Huitt-Zollars reserved the right to adjust each task amount based on actual effort expended as long as the total hourly not to exceed contract amount is not exceeded.

BUDGET SUMMARY

	<u>Total</u>
TASK 1 - CONDITION ASSESSMENT INSPECTION	\$76,100.00
TASK 2 - LOAD RATING	\$68,680.00
TASK 3 - PS&E	\$565,770.00
TASK 4 - BID PHASE SERVICES	\$36,270.00
TASK 5 - CONSTRUCTION ADMINISTRATION	\$212,340.00
TASK 6 - HISTORIC BRIDGE SCHEMATIC REVIEW/FIELDWORK	\$19,570.00
TASK 7 - USACE PERMITTING	\$36,120.00
TASK 8 - TEXAS HISTORICAL COMMISSION COORDINATION	\$24,370.00
TASK 9 - BATHYMETRIC SURVEY	\$12,440.00
TASK 10 - HAZARDOUS MATERIALS MITIGATION	\$4,245.00
EXPENSES	\$73,317.45
TOTAL HOURLY NOT TO EXCEED CONTRACT AMOUNT	\$ 1,129,222.45

PROJECT UNDERSTANDING:

Huitt-Zollars is requesting a contract amendment to the scope of work and an increase to our overall budget. During execution of the design/permitting portion of the contract, Huitt-Zollars addressed three project issues that were not included or changed from the original contract. To address the changes to scope of work Huitt-Zollars incurred costs exceeding original budget.

3.1 Tricolored Bat – Tree Survey, Topographic Survey, and Right-of-Way

3.2 Lighting Design

3.2.1 Electrical

3.2.2 Structural

3.1 Tricolored Bat - Survey: During our first meeting with US Army Corp of Engineers, including cooperating agencies, Texas Historical Commission (THC) and Environmental Commission. The Environment Commission personnel stated that the Tricolored Bat was going to be listed as an endangered species by the U.S. Fish & Wildlife Services. The Environmental Commission notified Huitt-Zollars that a tree survey of the area would be required because the Tricolored Bat has been identified to use trees to nest and that the preliminary assessment indicated would be impacted by the proposed project.

Deliverable: Meetings and coordination with City and agencies, Topographic Survey, Tree Survey, Right-of-Way research and identification.

The tree survey was not included in the original contract. Huitt-Zollar's a preliminary estimate to complete the tree survey indicated that the tree survey could be completed within the existing contract budget. Huitt-Zollars proceeded with the tree survey without requesting a contract amendment. The level of effort required to complete the tree survey was significantly more that Huitt-Zollars had anticipated. Completing the tree survey required a tree survey, topographic survey, and right-of-way research and identification.

3.2 Lighting Design

3.2.1 Electrical: During preliminary design of the electrical components and electrical light fixtures for the bridge, Huitt-Zollars was directed by the City of Bastrop and the THC to match existing lighting fixtures located in downtown Bastrop. Review of the first submittal by THC included the requirement to use modern lighting fixtures instead of the old style light fixtures originally requested. The THC and the City of Bastrop requested that a lighted railing be installed along the proposed rail system.

Deliverable: Meetings and coordination with City and agencies, Electrical Calculations and design, field investigation, equipment selection, PS&E.

3.2.2 Structural: Huitt-Zollars structural engineers worked on the evaluating the existing bridge and evaluated modifications to accommodate the updated lighting system and the lighted railing.

Deliverable: Meetings and coordination with City and agencies, Structural Calculations and design, field investigation, PS&E.

COMPENSATION:

Huitt-Zollars is requesting additional funds for our design efforts as follows (detailed breakdown of our estimated level of effort is attached):

3.1 Tricolored Bat – Survey	\$27,240.00
3.2 Lighting Design	
3.2.1 Electrical	\$17,000.00
3.2.2 Structural	<u>\$15,360.00</u>

Total Budget – Amendment Request: \$59,600.00

AUTHORIZATION:

Should this proposal meet your approval and acceptance, please sign and return to our office by email. We will schedule the above services as soon as we receive your written authorization. If you have any questions, please call my cell 713-419-5583.

Sincerely,

HUITT-ZOLLARS, INC.

Katherine A. Mears

Katherine A. Mears, PE, ENV SP
Managing Principal

**Accepted and Approved for
City of Bastrop**

Signature

Printed Name

Title

Date

Attachment #1

CONTRACT MODIFICATION NO. 1 (PS&E Phase 3 - Task 3.1 Survey)

Item 9D.

CITY OF BASTROP - REHABILITATION OF THE OLD IRON BRIDGE	HUITT-ZOLLARS, INC.								
BASIC SERVICES FEES	PRINCIPAL IN CHARGE	PROJECT MANAGER	SURVEY MANAGER	SENIOR PROJECT SURVEYOR	PROJECT SURVEYOR	2-PERSON SERVEY CREW	CADD TECH	TOTAL LABOR HRS. & COSTS	TOTAL PLAN SHEETS
TASK DESCRIPTION	\$310.00	\$240.00	\$215.00	\$200.00	\$150.00	\$180.00	\$110.00		
ITEM 3.1 - TRICOLRED BAT TREE SURVEY, TOPOGRAPHIC SURVEY AND ROW									
TREE SURVEY			2	4	6	16	40	68	1
TOPOGRAPHIC SURVEY			4	4	8	16	60	92	1
RIGHT-OF-WAY RESEARCH			2	8	8		4	22	1
QC		4	4					8	
Total Hours	0	4	12	16	22	32	104	190	
Total Cost	\$0.00	\$960.00	\$2,580.00	\$3,200.00	\$3,300.00	\$5,760.00	\$11,440.00	\$27,240.00	
TOTAL LABOR HOURS	0	4	12	16	22	32	104	190	3
TOTAL LABOR COSTS	\$0.00	\$960.00	\$2,580.00	\$3,200.00	\$3,300.00	\$5,760.00	\$11,440.00	\$27,240.00	
% DISTRIBUTION OF STAFFING	0.00%	3.52%	9.47%	11.75%	12.11%	21.15%	42.00%		

BUDGET SUMMARY	Huitt-Zollars (Prime/Engineer)
ITEM 3.1 - TRICOLRED BAT TREE SURVEY, TOPOGRAPHIC SURVEY AND ROW	\$ 27,240.00
TOTAL	\$ 27,240.00

Attachment #1

CONTRACT MODIFICATION NO. 1 (PS&E Phase 3 - Task 3.2 Final Design)

Item 9D.

CITY OF BASTROP - REHABILITATION OF THE OLD IRON BRIDGE	HUITT-ZOLLARS, INC.						
BASIC SERVICES FEES	PRINCIPAL IN CHARGE	PROJECT MANAGER	ELECTRICAL ENGINEER	ENGINEER IN TRAINING	CADD TECH	TOTAL LABOR HRS. & COSTS	TOTAL PLAN SHEETS
TASK DESCRIPTION	\$310.00	\$240.00	\$270.00	\$195.00	\$110.00		
ITEM 3.2.1 - ELECTRICAL REVISIONS							
PEDESTRIAN RAIL REVISIONS			16	24	8	48	1
NEW LIGHT FIXTURES			4	16	8	28	1
QC		4	4			8	1
						0	
Total Hours	0	4	24	40	16	84	
Total Cost	\$0.00	\$960.00	\$6,480.00	\$7,800.00	\$1,760.00	\$17,000.00	
TOTAL LABOR HOURS	0	4	24	40	16	84	3
TOTAL LABOR COSTS	\$0.00	\$960.00	\$6,480.00	\$7,800.00	\$1,760.00	\$17,000.00	
% DISTRIBUTION OF STAFFING	0.00%	5.65%	38.12%	45.88%	10.35%		

BUDGET SUMMARY		Huitt-Zollars (Prime/Engineer)
ITEM 3.2.1 - ELECTRICAL REVISIONS	\$	17,000.00
TOTAL	\$	17,000.00

Attachment #1

CONTRACT MODIFICATION NO. 1 (PS&E Phase 3 - Task 3.2 Final Design)

Item 9D.

CITY OF BASTROP - REHABILITATION OF THE OLD IRON BRIDGE		HUITT-ZOLLARS, INC.								
BASIC SERVICES FEES		PRINCIPAL IN CHARGE	PROJECT MANAGER	SENIOR STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	ENGINEER IN TRAINING	SR. CADD TECH	CADD TECH	TOTAL LABOR HRS. & COSTS	TOTAL PLAN SHEETS
TASK DESCRIPTION		\$310.00	\$240.00	\$270.00	\$195.00	\$150.00	\$160.00	\$110.00		
ITEM 3.2.2 - STRUCTURAL REVISIONS										
PEDESTRIAN RAIL REVISIONS					4	4	8		16	1
CONCRETE APPROACH ILLUMINATION ANCHORAGE					4	4	16		24	1
WATERLINE BRACE					8	8	24		40	1
QC				8					8	
Total Hours		0	0	8	16	16	48	0	88	
Total Cost		\$0.00	\$0.00	\$2,160.00	\$3,120.00	\$2,400.00	\$7,680.00	\$0.00	\$15,360.00	
TOTAL LABOR HOURS		0	0	8	16	16	48	0	88	3
TOTAL LABOR COSTS		\$0.00	\$0.00	\$2,160.00	\$3,120.00	\$2,400.00	\$7,680.00	\$0.00	\$15,360.00	
% DISTRIBUTION OF STAFFING		0.00%	0.00%	14.06%	20.31%	15.63%	50.00%	0.00%		

BUDGET SUMMARY		Huitt-Zollars (Prime/Engineer)
ITEM 3.2.2 - STRUCTURAL REVISIONS	\$	15,360.00
TOTAL	\$	15,360.00