

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



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**October 14, 2025**  
**Special City Council Meeting at 6:30 PM**

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*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.*

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

**PLEASE NOTE: ANYONE IN ATTENDANCE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM AND GIVE THE COMPLETED FORM TO THE CITY SECRETARY PRIOR TO THE START OF THE CITY COUNCIL MEETING. ALTERNATELY, IF YOU ARE UNABLE TO ATTEND THE COUNCIL MEETING, YOU MAY COMPLETE A CITIZEN COMMENT FORM WITH YOUR COMMENTS AT CITYOFBASTROP.ORG/CITIZENCOMMENT AT LEAST TWO HOURS BEFORE THE MEETING STARTS ON THE REQUESTED DATE. COMMENTS SUBMITTED BY THIS TIME WILL BE GIVEN TO THE CITY COUNCIL DURING THE MEETING AND INCLUDED IN THE PUBLIC RECORD, BUT NOT READ ALOUD. COMMENTS FROM EACH INDIVIDUAL IN ATTENDANCE WILL BE LIMITED TO THREE (3) MINUTES.**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**

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

- 3. INVOCATION**
- 4. PRESENTATIONS**

- [4A.](#) Mayor's Report
- [4B.](#) Council Members' Report
- [4C.](#) City Manager's Report

- A. Community Unity Meal
- B. Park Construction
- C. Future Presentation on other ASR projects
- 4D. Austin Water Aquifer Storage and Recovery (ASR) Presentation

Presented by: The City of Austin

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

**6. STAFF AND BOARD REPORTS - NONE**

**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 on Resolution No. R-2025-179, amending the Rules of Procedure for the City Council and Boards & Commissions, Article 2, General Rules of Procedure and Policies, Section 2.4 Regular Meetings, to reflect updated meeting dates.

Submitted by: Michael Muscarello, City Secretary

- 8B. Consider and act on Resolution No. R-2025-174, approving an amendment to the 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

- 8C. Consider and act on Resolution No. R-2025-175, approving a Public Improvement Plan Agreement with Hunt Communities Bastrop LLC for The Colony MUD 1F Section 4, as attached in Exhibit A.

Submitted by: Brittany Epling, Senior Planner

- 8D. Consider and act on Resolution No. R-2025-176, approving a Public Improvement Plan Agreement with Hunt Communities Bastrop LLC for The Colony MUD 1F Section 5, as attached in Exhibit A.

Submitted by: Brittany Epling, Senior Planner

- 8E. Consider and act on Resolution No. R-2025-177, 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

## **9. ITEMS FOR INDIVIDUAL CONSIDERATION**

- 9A. Consider and act on Resolution No. R-2025-180, approving a construction contract with Texas Materials Group, Inc., for a not-to-exceed amount of One Million Six Hundred Ninety-Four Thousand Four Hundred Sixty-Two Dollars And Forty-Cents (\$1,694,462.40) for the street rehabilitation of Water Street, Linden Street, Farm Street, and Childers Street.

Andres Rosales, Assistant City Manager

- 9B. A. Consider and act on Resolution No. R-2025-173, authorizing the City Manager to approve a Reimbursement Agreement with 71 Retail Partners, LP.

B. Consider and act on Resolution No. R-2025-173, authorizing the City Manager to approve Change Order #4 to the Construction Contract with Joe Bland Construction, LLC for the construction of Agnes Street Extension.

Submitted by: Elizabeth Wick, CFM, Project Manager

## **10. ADJOURNMENT**

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, [www.cityofbastrop.org](http://www.cityofbastrop.org) and said Notice was posted on the following date and time: October 8, 2025 at 3:00 p.m. and remained posted for at least two hours after said meeting was convened.

/s/Michael Muscarello  
Michael Muscarello, City Secretary



# STAFF REPORT

**MEETING DATE:** October 14, 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:** October 14, 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:

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

(b) For purposes of Subsection (a), "items of community interest" includes:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.



# STAFF REPORT

**MEETING DATE:** October 14, 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.

(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:** October 14, 2025

**TITLE:**

Consider and act on Resolution No. R-2025-179, amending the Rules of Procedure for the City Council and Boards & Commissions, Article 2, General Rules of Procedure and Policies, Section 2.4 Regular Meetings, to reflect updated meeting dates.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Michael Muscarello, City Secretary

**BACKGROUND/HISTORY:**

The City Council's Rules of Procedure were amended on August 26, 2025, to provide that:

**Section 2.4 Regular Meetings** establishes regular City Council meetings on the **first and third Tuesdays** of each month.

Staff recommends amending this section to designate regular meetings on the **second and fourth Tuesdays** of each month, to better accommodate City business. This change will take effect immediately upon adoption.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of Resolution No. R-2025-179 amending the Rules of Procedure for the City Council and Boards & Commissions, Article 2, Section 2.4 Regular Meeting, to reflect restored meeting dates.

**ATTACHMENTS:**

1. Resolution No. R-2025-179
2. Edited Rules of Procedure (Section 2.4)

**RESOLUTION NO. R-2025-179**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, REPEALING RESOLUTION NO. R-2025-151, WHICH AMENDED THE RULES OF PROCEDURE FOR THE CITY COUNCIL AND BOARDS & COMMISSIONS TO CHANGE REGULAR MEETING DATES TO THE FIRST AND THIRD TUESDAYS OF EACH MONTH; AMENDING SECTION 2.4 OF THE RULES OF PROCEDURE TO REAFFIRM REGULAR MEETINGS ON THE SECOND AND FOURTH TUESDAYS OF EACH MONTH; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**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**, on August 26, 2025, the City Council adopted Resolution No. R-2025-151, amending Section 2.4 of the Rules of Procedure to change regular City Council meetings to the first and third Tuesdays of each month; and

**WHEREAS**, the City Council has reconsidered the change and finds that it is in the best interest of the City of Bastrop to repeal Resolution No. R-2025-151 and reaffirm that regular City Council meetings shall continue to be held on the second and fourth Tuesdays of each month; and

**WHEREAS**, this action will ensure consistency, predictability, and efficiency in the conduct of City business.

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

**Repeal of Resolution No. R-2025-151.** Resolution No. R-2025-151, adopted on August 26, 2025, is hereby repealed in part.

**Amendment to Section 2.4 – Effective Immediately.** Section 2.4 of the Rules of Procedure shall provide that regular City Council meetings shall be held on the second and fourth Tuesdays of each month. This amendment shall take effect immediately upon passage of this Resolution.

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

**Effective Date.** This Resolution shall be effective immediately upon its passage and approval.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 14th day of October 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.

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 ~~first~~ **second** and ~~third~~ **fourth** 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:** October 21, 2025

**TITLE:**

Consider and act on Resolution No. 2025-174, approving an amendment to the 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 (PIPA) is a standardized tool used to establish infrastructure costs, inspection fees, and authorize construction of public improvements, as well as set fiscal guarantees prior to plat recordation.

In April 2025, the developer submitted a Public Improvement Plan for the Colony MUD 1G Lift Station to serve future MUD 1G and MUD 1F sections, ultimately providing capacity for approximately 1,500 LUEs. Improvements include the lift station, access, and utility connections necessary to complete the approved development.

This action amends the PIPA to revise the inspection fee schedule. Instead of being charged under the City's Master Fee Schedule, inspection fees will follow the Colony Consent Agreement, executed in 2016, which caps fees at 2% of total infrastructure costs. If actual inspection costs exceed this amount, the City will bill the developer for the difference.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Consider and act on Resolution No. 2025-174, 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-2025-174
2. Exhibit A – The Colony MUD 1G Offsite Wastewater Public Improvement Plan Agreement

## RESOLUTION NO. R-2025-174

**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 (B<sup>3</sup>) 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 21th day of October 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/HOA Facility – Provided to MUD/HOA), public drainage (MUD Facility – Provided to MUD), street lights and street signs (MUD/HOA Facility – Provided to MUD/HOA), 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 4<sup>th</sup>, 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 First Amendment to the Consent Agreement of the Colony Municipal Utility District No. 1 and its successor districts.
  - 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

N/A

## **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:

	<b>Full Project Cost</b>	<b>Developer Amount</b>	<b>City Participation</b>
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:

	<b>Full Project Cost</b>	<b>Developer Amount</b>	<b>City Participation</b>
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
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**2.30 Drainage Improvements**

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

	<b>Full Project Cost</b>	<b>Developer Amount</b>	<b>City Participation</b>
Storm Drainage Facilities	-	-	-

**2.40 Street Improvements**

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

	<b>Full Project Cost</b>	<b>Developer Amount</b>	<b>City Participation</b>
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**

	<b>Final Assurance Amount</b>
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:**

**Percentage Final of Construction Improvement**

		<b>Construction Cost Amount</b>	<b>Inspection Fee</b>
Streets, Sidewalks & Erosion Control Improvements	2.0%	\$459,081.50	\$9,181.63
Water	2.0%	-	-
Wastewater	2.0%	\$3,822,462.75	\$76,449.26
Drainage	2.0%	-	-

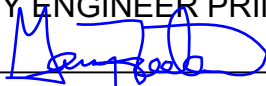
**Payment to the City  
(as shown below)**

The final construction amount is **\$4,281,544.25**, and the Public Improvement Inspection fee amount is **\$85,630.89** (the "Final Fiscal Guaranty Amount"). If the City's actual cost to perform the inspections exceed the applicable escrow deposit and the amount defined above, the City will invoice the Developer for the shortfall.

RECOMMENDED:

GARY FREELAND, PE, CONSULTANT CITY ENGINEER

CITY ENGINEER PRINTED NAME AND TITLE



10/03/2025

CITY ENGINEER SIGNATURE

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 Street Name and Regulatory Signs (City of Bastrop)

N/A

3.60 Land Dedication

N/A

**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

Upon final acceptance of The Colony MUD 1G Offsite Wastewater Improvements said improvements shall become the property of The Colony MUD 1G.

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 4<sup>th</sup>, 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:** October 21, 2025

**TITLE:**

Consider and act on Resolution No. 2025-175, approving a Public Improvement Plan Agreement with Hunt Communities Bastrop LLC for The Colony MUD 1F Section 4, as attached in Exhibit A.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Brittany Epling, Senior Planner

**BACKGROUND/HISTORY:**

The Public Improvement Plan Agreement (PIPA) is a standardized tool used to establish infrastructure costs, inspection fees, and authorize construction of public improvements, as well as set fiscal guarantees prior to plat recordation.

In February 2025, the developer submitted a Public Improvement Plan for the Colony MUD 1F, Section 4. Improvements include streets, drainage, water, and wastewater extensions necessary to complete the approved development.

This action amends the PIPA to revise the inspection fee schedule. Instead of being charged under the City's Master Fee Schedule, inspection fees will follow the Colony Consent Agreement, executed in 2016, which caps fees at 2% of total infrastructure costs. If actual inspection costs exceed this amount, the City will bill the developer for the difference.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Consider and act on Resolution No. 2025-175, approving a Public Improvement Plan Agreement with Hunt Communities Bastrop LLC for The Colony MUD 1F Section 4, as attached in Exhibit A.

**ATTACHMENTS:**

1. Resolution No. R-2025-175
2. Exhibit A – The Colony MUD 1F Section 4 Public Improvement Plan Agreement

**RESOLUTION NO. R-2025-175**

**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 4; 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 (B<sup>3</sup>) 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-4 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 21th day of October 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 4**

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 4, a development in the City of Bastrop ETJ, Texas: being 3 blocks and 91 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/HOA Facility – Provided to MUD/HOA), public drainage (MUD Facility – Provided to MUD), street lights and street signs (MUD/HOA Facility – Provided to MUD/HOA), 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 4 approved by the City on March 28<sup>th</sup>, 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 First Amendment to the Consent Agreement of the Colony Municipal Utility District No. 1 and its successor districts.
  - 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

N/A

## **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:

	<b>Full Project Cost</b>	<b>Developer Amount</b>	<b>City Participation</b>
Water Facilities	\$941,130.10	\$941,130.10	\$0.00
Total Construction Cost	\$941,130.10	\$941,130.10	\$0.00

### 2.20 Sanitary Sewer Improvements

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

	<b>Full Project Cost</b>	<b>Developer Amount</b>	<b>City Participation</b>
Sanitary Sewer Facilities	\$334,434.94	\$334,434.94	\$0.00

Total Construction Cost	\$334,434.94	\$334,434.94	\$0.00
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**2.30 Drainage Improvements**

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

	<b>Full Project Cost</b>	<b>Developer Amount</b>	<b>City Participation</b>
Storm Drainage Facilities	\$675,064.07	\$675,064.07	\$0.00

**2.40 Street Improvements**

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

	<b>Full Project Cost</b>	<b>Developer Amount</b>	<b>City Participation</b>
Streets & Sidewalks	\$2,379,274.65	\$2,379,274.65	\$0.00
Erosion Control Items	\$209,671.73	\$209,671.73	\$0.00
Total Construction Cost	\$2,588,946.38	\$2,588,946.38	\$0.00

**2.50 Summary of Infrastructure (Development) Costs Amounts**

	<b>Final Assurance Amount</b>
Water Facilities	\$941,130.10
Sewer Facilities	\$334,434.94
Storm Drainage Facilities	\$675,064.07
Streets, Sidewalks & Erosion Control Improvements	\$2,588,946.38
Total Infrastructure Development Cost Amounts	\$4,539,575.49

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

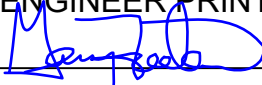
**Percentage Final of Construction Improvement**

		<b>Construction Cost Amount</b>	<b>Inspection Fee</b>
Streets, Sidewalks & Erosion Control Improvements	2.0%	\$2,588,946.38	\$51,778.93
Water	2.0%	\$941,130.10	\$18,822.60
Wastewater	2.0%	\$334,434.94	\$6,688.70
Drainage	2.0%	\$675,064.07	\$13,501.28

**Payment to the City  
(as shown below)**

The final construction amount is **\$4,539,575.49**, and the Public Improvement Inspection fee amount is **\$90,791.51** (the “Final Fiscal Guaranty Amount”). If the City’s actual cost to perform the inspections exceed the applicable escrow deposit and the amount defined above, the City will invoice the Developer for the shortfall.

RECOMMENDED:

GARY FREELAND, PE, CONSULTANT CITY ENGINEER  
 CITY ENGINEER PRINTED NAME AND TITLE  
  
 CITY ENGINEER SIGNATURE  
 10/03/2025  
 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 4** 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 March 28<sup>th</sup>, 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 Street Name and Regulatory Signs (City of Bastrop)

Street name and regulatory signs shall be installed by the Developer at the Developer's expense at locations specified by the City's Director of Public Works per the signage regulations in the City of Bastrop Construction Standards Manual. The signs shall conform to The State of Texas Manual on Uniform Traffic Control Devices and City requirements, including but not limited to, exact placement, sign height and block numbers. The City and County shall not be responsible or obligated to maintain and/or replace any non-standard sign poles, street name signs, or regulatory signs. Installation shall be completed prior to the acceptance of the subdivision.

3.60 Land Dedication

N/A

**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**

Upon final acceptance of **The Colony MUD 1F, Section 4**, the private streets and sidewalks shall become The Colony MUD 1F HOA.

**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 4<sup>th</sup>, 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 4**

**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:** October 21, 2025

**TITLE:**

Consider and act on Resolution No. 2025-176, approving a Public Improvement Plan Agreement with Hunt Communities Bastrop LLC for The Colony MUD 1F Section 5, as attached in Exhibit A.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Brittany Epling, Senior Planner

**BACKGROUND/HISTORY:**

The Public Improvement Plan Agreement (PIPA) is a standardized tool used to establish infrastructure costs, inspection fees, and authorize construction of public improvements, as well as set fiscal guarantees prior to plat recordation.

In March 2025, the developer submitted a Public Improvement Plan for the Colony MUD 1F, Section 5. Improvements include streets, drainage, water, and wastewater extensions necessary to complete the approved development.

This action amends the PIPA to revise the inspection fee schedule. Instead of being charged under the City's Master Fee Schedule, inspection fees will follow the Colony Consent Agreement, executed in 2016, which caps fees at 2% of total infrastructure costs. If actual inspection costs exceed this amount, the City will bill the developer for the difference.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Consider and act on Resolution No. 2025-176, approving a Public Improvement Plan Agreement with Hunt Communities Bastrop LLC for The Colony MUD 1F Section 5, as attached in Exhibit A.

**ATTACHMENTS:**

1. Resolution No. R-2025-176
2. Exhibit A – The Colony MUD 1F Section 5 Public Improvement Plan Agreement

**RESOLUTION NO. R-2025-176**

**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 5; 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 (B<sup>3</sup>) 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-5 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 21th day of October 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 5**

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 5, a development in the City of Bastrop ETJ, Texas: being 2 blocks and 110 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/HOA Facility – Provided to MUD/HOA), public drainage (MUD Facility – Provided to MUD), street lights and street signs (MUD/HOA Facility – Provided to MUD/HOA), 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 5 approved by the City on April 03, 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 First Amendment to the Consent Agreement of the Colony Municipal Utility District No. 1 and its successor districts.
  - 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

N/A.

## **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:

	<b>Full Project Cost</b>	<b>Developer Amount</b>	<b>City Participation</b>
Water Facilities	\$376,369.00	\$376,369.00	\$0.00
Total Construction Cost	\$376,369.00	\$376,369.00	\$0.00

### 2.20 Sanitary Sewer Improvements

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

	<b>Full Project Cost</b>	<b>Developer Amount</b>	<b>City Participation</b>
Sanitary Sewer Facilities	\$438,691.56	\$438,691.56	\$0.00

Total Construction Cost	\$438,691.56	\$438,691.56	\$0.00
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**2.30 Drainage Improvements**

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

	<b>Full Project Cost</b>	<b>Developer Amount</b>	<b>City Participation</b>
Storm Drainage Facilities	\$373,057.43	\$373,057.43	\$0.00

**2.40 Street Improvements**

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

	<b>Full Project Cost</b>	<b>Developer Amount</b>	<b>City Participation</b>
Streets & Sidewalks	\$1,717,328.79	\$1,717,328.79	\$0.00
Erosion Control Items	\$75,714.64	\$75,714.64	\$0.00
Total Construction Cost	\$1,793,043.43	\$1,793,043.43	\$0.00

**2.50 Summary of Infrastructure (Development) Costs Amounts**

	<b>Final Assurance Amount</b>
Water Facilities	\$376,369.00
Sewer Facilities	\$438,691.56
Storm Drainage Facilities	\$373,057.43
Streets, Sidewalks & Erosion Control Improvements	\$1,793,043.43
Total Infrastructure Development Cost Amounts	\$2,981,161.42

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

**Percentage Final of Construction Improvement**

		<b>Construction Cost Amount</b>	<b>Inspection Fee</b>
Streets, Sidewalks & Erosion Control Improvements	2.0%	\$1,793,043.43	\$35,860.87
Water	2.0%	\$376,369.00	\$7,527.38
Wastewater	2.0%	\$438,691.56	\$8,773.83
Drainage	2.0%	\$373,057.43	\$7,461.15

**Payment to the City  
(as shown below)**

The final construction amount is **\$2,981,161.42**, and the Public Improvement Inspection fee amount is **\$59,623.23** (the "Final Fiscal Guaranty Amount"). If the City's actual cost to perform the inspections exceed the applicable escrow deposit and the amount defined above, the City will invoice the Developer for the shortfall.

RECOMMENDED:

GARY FREELAND, PE, CONSULTANT CITY ENGINEER

CITY ENGINEER PRINTED NAME AND TITLE

10/03/2025

CITY ENGINEER SIGNATURE

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 5 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 April 03, 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 Street Name and Regulatory Signs (City of Bastrop)

Street name and regulatory signs shall be installed by the Developer at the Developer's expense at locations specified by the City's Director of Public Works per the signage regulations in the City of Bastrop Construction Standards Manual. The signs shall conform to The State of Texas Manual on Uniform Traffic Control Devices and City requirements, including but not limited to, exact placement, sign height and block numbers. The City and County shall not be responsible or obligated to maintain and/or replace any non-standard sign poles, street name signs, or regulatory signs. Installation shall be completed prior to the acceptance of the subdivision.

3.60 Land Dedication

N/A

**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**

Upon final acceptance of The Colony MUD 1F, Section 5, the private streets and sidewalks shall become the property of The Colony MUD 1F HOA.

**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 4<sup>th</sup>, 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

**Public Improvement Plan Agreement – The Colony MUD 1F, Section 5**

Item 8D.

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 5**



\_\_\_\_\_  
Joey Najera - Signatory  
Hunt Communities Bastrop, LLC.

**City of Bastrop, Texas**

\_\_\_\_\_  
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:** October 21, 2025

**TITLE:**

Consider and act on Resolution No. 2025-177, 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 (PIPA) is a standardized tool used to establish infrastructure costs, inspection fees, and authorize construction of public improvements, as well as set fiscal guarantees prior to plat recordation.

In May 2025, the developer submitted a Public Improvement Plan for the Colony MUD 1F, Section 6. Improvements include streets, drainage, water, and wastewater extensions necessary to complete the approved development.

This action amends the PIPA to revise the inspection fee schedule. Instead of being charged under the City's Master Fee Schedule, inspection fees will follow the Colony Consent Agreement, executed in 2016, which caps fees at 2% of total infrastructure costs. If actual inspection costs exceed this amount, the City will bill the developer for the difference.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Consider and act on Resolution No. 2025-177, 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-2025-177
2. Exhibit A – The Colony MUD 1F Section 6 Public Improvement Plan Agreement

**RESOLUTION NO. R-2025-177**

**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 (B<sup>3</sup>) 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 21th day of October 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/HOA Facility – Provided to MUD/HOA), public drainage (MUD Facility – Provided to MUD), street lights and street signs (MUD/HOA Facility – Provided to MUD/HOA), 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 26<sup>th</sup>, 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 First Amendment to the Consent Agreement of the Colony Municipal Utility District No. 1 and its successor districts.
  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

N/A.

**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:

	<b>Full Project Cost</b>	<b>Developer Amount</b>	<b>City Participation</b>
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:

	<b>Full Project Cost</b>	<b>Developer Amount</b>	<b>City Participation</b>
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:

	<b>Full Project Cost</b>	<b>Developer Amount</b>	<b>City Participation</b>
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:

	<b>Full Project Cost</b>	<b>Developer Amount</b>	<b>City Participation</b>
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

	<b>Final Assurance Amount</b>
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:**

**Percentage Final of Construction Improvement**

		<b>Construction Cost Amount</b>	<b>Inspection Fee</b>
Streets, Sidewalks & Erosion Control Improvements	2.0%	\$702,838.50	\$14,056.77
Water	2.0%	\$313,926.71	\$6,278.53
Wastewater	2.0%	\$364,734.58	\$7,294.69
Drainage	2.0%	\$794,653.46	\$15,893.07

**Payment to the City  
(as shown below)**

The final construction amount is **\$2,176,153.25**, and the Public Improvement Inspection fee amount is **\$43,523.06** (the “Final Fiscal Guaranty Amount”). If the City’s actual cost to perform the inspections exceed the applicable escrow deposit and the amount defined above, the City will invoice the Developer for the shortfall.

RECOMMENDED:

GARY FREELAND, PE, CONSULTANT CITY ENGINEER

CITY ENGINEER PRINTED NAME AND TITLE

10/03/2025

CITY ENGINEER SIGNATURE

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 Street Name and Regulatory Signs (City of Bastrop)

Street name and regulatory signs shall be installed by the Developer at the Developer's expense at locations specified by the City's Director of Public Works per the signage regulations in the City of Bastrop Construction Standards Manual. The signs shall conform to The State of Texas Manual on Uniform Traffic Control Devices and City requirements, including but not limited to, exact placement, sign height and block numbers. The City and County shall not be responsible or obligated to maintain and/or replace any non-standard sign poles, street name signs, or regulatory signs. Installation shall be completed prior to the acceptance of the subdivision.

3.60 Land Dedication

N/A

**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**

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

**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 4<sup>th</sup>, 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:** October 14, 2025

**TITLE:**

Consider and act on Resolution No. R-2025-180, approving a construction contract with Texas Materials Group, Inc., for a not-to-exceed amount of One Million Six Hundred Ninety-Four Thousand Four Hundred Sixty-Two Dollars And Forty-Cents (\$1,694,462.40) for the street rehabilitation of Water Street, Linden Street, Farm Street, and Childers Street.

**AGENDA ITEM SUBMITTED BY:**

Andres Rosales, Assistant City Manager

**BACKGROUND/HISTORY:**

The City of Bastrop places a high priority on maintaining its streets, recognizing them as a vital component of the community's infrastructure. In support of this goal, the City entered into a professional services contract with The Goodman Corporation on June 13, 2025, pursuant to Resolution R-2024-76, to provide design and construction phase services for the Pavement Rehabilitation Project ("Project") for Water Street, Linden Street, Farm Street, and Childers Street.

To move the Project forward, the City issued an Invitation to Bid (ITB) for construction services on September 10, 2025. Six bids were received in response to the ITB. Following a thorough evaluation, The Goodman Corporation recommended awarding the construction contract to Texas Materials, LLC, the lowest responsible bidder.

The City has the authority to execute the construction contract and now seeks to engage the selected contractor to perform the construction services specified in the contract, ensuring a timely completion of the Pavement Rehabilitation Project for Water Street, Linden Street, Farm Street, and Childers Street.

A bid summary table is provided below:

Bid Result Summary

Srl. No.	Bidder's Name	Bid Cost Total	Corrected Total
1	Blacksmith Ventures	\$ 2,709,444.00	
2	Alpha Paving Industries	<del>\$ 2,356,626.40</del>	\$ 2,366,626.40
3	Lonestar Paving	\$ 2,325,123.40	
4	LCR Total Transport	\$ 2,217,188.50	
5	Bennett Paving	\$ 2,186,577.70	
6	Texas Materials Group	\$ 1,694,462.40	

**FISCAL IMPACT:**

This project will be paid from the Certificate of Obligation bond proceeds.

**RECOMMENDATION:**

Approve the construction contract with Texas Materials Group, Inc. for a not-to-exceed amount of One Million Six Hundred Ninety-Four Thousand Four Hundred Sixty-Two Dollars And Forty-Cents (\$1,694,462.40).

**ATTACHMENTS:**

1. Resolution No. R-2025-180
2. Exhibit A: City of Bastrop Pavement Rehabilitation Construction Contract
3. Exhibit B: Recommendation to Award



## RESOLUTION NO. R-2025-180

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A CONSTRUCTION CONTRACT WITH TEXAS MATERIALS GROUP, INC. FOR A NOT-TO-EXCEED AMOUNT OF ONE MILLION SIX HUNDRED NINETY-FOUR THOUSAND FOUR HUNDRED SIXTY-TWO DOLLARS AND FORTY-CENTS (\$1,694,462.40) FOR THE STREET REHABILITATION OF WATER STREET, LINDEN STREET, FARM STREET, AND CHILDERS STREET AS ATTACHED IN EXHIBIT A.**

**WHEREAS**, the City Council of the City of Bastrop recognizes that well-maintained streets are essential to the community's infrastructure; and

**WHEREAS**, on June 13, 2025, the City entered into a professional services contract with The Goodman Corporation, pursuant to Resolution R-2024-76 approved by the City Council, for design and construction phase services for the Pavement Rehabilitation Project ("Project") for Water Street, Linden Street, Farm Street, and Childers Street; and

**WHEREAS**, on September 10, 2025, the City published an Invitation to Bid ("ITB") for construction services for the Project; and

**WHEREAS**, the City received six bids that were timely filed in response to the ITB; and

**WHEREAS**, The Goodman Corporation evaluated the bids and recommended awarding the construction contract for the Project to Texas Materials Group, Inc., the lowest responsible bidder; and

**WHEREAS**, the City has the authority to execute the Construction Contract ("Contract"), attached and incorporated herein as Exhibit A, with said Contractor; and

**WHEREAS**, the City desires to engage the Contractor to perform the construction services specified in the Contract.

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

**Section 1:** The City Council hereby authorizes the City Manager to execute the Construction Contract with Texas Materials Group, Inc., (incorporated herein as Exhibit A) for a not-to-exceed amount of One Million Six Hundred Ninety-Four Thousand Four Hundred Sixty-Two Dollars And Forty-Cents (\$1,694,462.40).

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

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

[Signature Page to Follow]

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop, Texas, this 14<sup>th</sup> day of October 2025.

**APPROVED:**

by: \_\_\_\_\_  
Ishmael Haris, Mayor

**ATTEST:**

\_\_\_\_\_  
Michael Muscarello, City Secretary

**APPROVED AS TO FORM:**

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



## SECTION 00 52 00

## AGREEMENT

THIS AGREEMENT is dated as of by and between City of Bastrop (hereinafter called "OWNER") and Texas Materials Group, Inc (hereinafter called "CONTRACTOR"). OWNER and CONTRACTOR, in consideration of covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in Contract Documents. Work is generally described as follows:

RFP No. PW-2025-02 - City of Bastrop – Pavement Rehabilitation in accordance with Drawings, Specifications, and terms and conditions related thereto to which reference is hereby made.

ARTICLE 2. ENGINEER AND OWNER'S REPRESENTATIVE. Project has been designed by The Goodman Corporation, Inc., 3200 Travis Street, Ste. 200 Houston, TX 77006 who is hereinafter called "ENGINEER" and who assumes all duties and responsibilities and has rights and authority assigned to ENGINEER in Contract Documents in connection with completion of Work in accordance with Contract Documents. Owner's Representative for Project shall be The Goodman Corporation, Inc.

ARTICLE 3. CONTRACT TIMES. Work will be Substantially Completed within 177 calendar days (Phase1 107 calendar days and Phase2 70 calendar days) after date when Contract Time Requirements commence to run as provided in Article 2.03 of General Conditions, and CONTRACTOR shall achieve Final Completion within 45 calendar days of date required for Substantial Completion. OWNER and CONTRACTOR recognize that time is of essence of this Agreement and that OWNER will suffer financial loss including, but not limited to, loss of revenue, additional professional fees, fines, labor costs, insurance premiums, etc. if the Work is not completed within times specified in above paragraph, plus any extensions thereof allowed in accordance with Article 12 of General Conditions. They also recognize delays, expense and difficulties involved in proving actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) and, as a reasonable estimate of such damages, CONTRACTOR shall pay OWNER One Thousand Dollars (\$1,000.00) for each and every day of delay in CONTRACTOR achieving Substantial Completion of Work and readiness for final payment beyond times specified in above paragraph. OWNER shall have option of deducting the amount of any liquidated damages from any monies that may be owed to CONTRACTOR or to recover such amount from CONTRACTOR or its sureties, at CONTRACTOR'S expense.

ARTICLE 4. CONTRACT AMOUNT. OWNER shall pay CONTRACTOR for completion of Work in accordance with Contract Documents an amount in current funds equal to sum of amounts determined pursuant to Proposal and any subsequent Change Orders and Change Directives thereto.

ARTICLE 5. PAYMENT PROCEDURES. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of General Conditions. Applications for Payment will be processed by ENGINEER and as provided in General Conditions and Supplemental Conditions. OWNER shall make progress payments on account of Contract Amount on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER and in conformance with the procedures described in General Conditions. All such payments will be measured by schedule of values established in Article 2.05 of General Conditions (and on number of units of each Unit Price item completed, if unit price contract). Upon final completion and acceptance of Work in accordance with Article 14 of General Conditions, OWNER shall pay the remainder of Contract Amount as recommended by Owner's Representative as provided in said Article 14. In accordance with Texas Water Code Section 49.276 – PAYMENT FOR CONSTRUCTION WORK, Subsection (d), in making progress payments, 5% of estimated amount shall be retained until final completion and acceptance of contract work.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS. In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- CONTRACTOR has examined and carefully studied Contract Documents (including Addenda listed in Article 7) and other related data identified in Proposal Documents.
- CONTRACTOR has visited site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, performance, or furnishing of Work.
- CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Legal Requirements that may affect cost, progress, performance, and furnishing of Work.
- CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to Site.
- CONTRACTOR acknowledges that such reports and drawings are not Contract Documents, are not warranted or represented in any manner by Owner to accurately show the conditions at Site, and may not be complete for CONTRACTOR'S purposes.
- CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for accuracy or completeness of information and data shown or indicated in Contract Documents with respect to subsurface conditions or Underground Facilities at or contiguous to Site or CONTRACTOR'S interpretation of such information and data.
- CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary research, examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto.
- CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of Work at Contract Amount, within Contract Time Requirements and in accordance with other terms and conditions of Contract Documents.
- CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at Site that relates to Work as indicated in Contract Documents.

- CONTRACTOR has correlated information known to CONTRACTOR, information and observations obtained from visits to Site, reports, and Drawings identified in Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with Contract Documents.
- CONTRACTOR has provided ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of Work.

ARTICLE 7. CONTRACT DOCUMENTS. Contract Documents are comprised of the following:

1. This Agreement.
2. Exhibits to this Agreement:
  - a. Exhibits For Pavement Rehabilitation (Phase I and Phase II).
3. Performance, Payment, and Maintenance Bonds.
4. General Conditions of Contract.
5. Supplemental Conditions, if any.
6. Technical Specifications.
7. Typical Traffic Control Plan Exhibit.
8. Addenda: Addendum No. \_\_\_\_ through Addendum No. \_\_\_\_.
9. CONTRACTOR'S Proposal Form pursuant to Request for Proposal.
10. Prevailing Wage Rates.
11. Following which may be delivered or issued after Effective Date of Agreement and are not attached thereto: All written Change Orders or Work Orders pursuant to Article 3.04 of General Conditions. There are no Contract Documents other than those listed in this Article. Contract Documents may only be amended, modified, or supplemented as provided in Article 3.04 of General Conditions.

ARTICLE 8. INDEMNITY PROVISIONS. GENERAL, SPECIAL, AND SUPPLEMENTAL CONDITIONS, IF ANY, INCORPORATED INTO THIS AGREEMENT CONTAIN PROVISIONS THAT MAY RELIEVE ONE PARTY FOR RESPONSIBILITY IT WOULD OTHERWISE HAVE UNDER LAW FOR DAMAGES OR OTHER LIABILITY ARISING OUT OF WORK. EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS AGREEMENT, GENERAL, SPECIAL, AND SUPPLEMENTAL CONDITIONS, IF ANY, AND ALL OTHER CONTRACT DOCUMENTS AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF TERMS OF THIS AGREEMENT AND ALL CONTRACT DOCUMENTS; THAT IT HAS IN FACT READ THIS AGREEMENT AND ALL CONTRACT DOCUMENTS AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT; THAT IT HAS HAD OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE PRECEDING ITS EXECUTION OF THIS AGREEMENT AND HAS RECEIVED OR VOLUNTARILY CHOSEN NOT TO RECEIVE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS AGREEMENT; AND THAT IT RECOGNIZES THAT CERTAIN TERMS OF THIS AGREEMENT AND CONTRACT DOCUMENTS RESULT IN ONE PARTY

ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF TRANSACTION AND RELIEVING OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST VALIDITY OR ENFORCEMENT OF ANY EXCULPATORY PROVISION OF THIS AGREEMENT ON BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS".

ARTICLE 9. MISCELLANEOUS. Terms used in this Agreement which are defined in Article 1 of General Conditions will have the meanings indicated in General Conditions. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing Contract. For purposes of this Article 9:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in proposal process or in Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made
  - (a) to influence proposal process or execution of Contract to detriment of OWNER,
  - (b) to establish Proposal or Contract prices at artificial noncompetitive levels, or
  - (c) to deprive OWNER of benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without knowledge of OWNER, a purpose of which is to establish Proposal prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect execution of Contract.

No assignment by a party hereto of any rights or interests in Contract will be binding on another party hereto without written consent of party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that effect of this restriction may be limited by law), and unless specifically stated to contrary in any written consent to an assignment no assignment will release or discharge assignor from any duty or responsibility under Contract.

OWNER and CONTRACTOR each binds itself, its officers, directors, shareholders, partners, members, successors, assigns, and legal representatives to other party hereto, its officers, directors, shareholders, partners, members, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in Contract Documents. Any provision or part thereof of Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions or parts thereof shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing intention of the stricken provision or part thereof.

IN WITNESS WHEREOF, OWNER, and CONTRACTOR have signed this Agreement in duplicate. One counterpart has been delivered to OWNER, one counterpart has been delivered to CONTRACTOR and one counterpart has been delivered to ENGINEER. All portions of Contract Documents have been signed, initialed, or otherwise clearly identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, (which is effective date of Agreement).

OWNER: City of Bastrop

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DRAFT

CONTRACTOR: Texas Materials Group, Inc

By: \_\_\_\_\_

(CORPORATE SEAL)

Attest: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

END OF SECTION



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**To:** City of Bastrop

**From:** Ashish Ghosh, P.E.

**Date:** October 1, 2025

**Subject:** City of Bastrop Pavement Rehabilitation Projects (PW-2025-02)- Bid Analysis

## Bid Procedures

On Thursday, September 25, 2025, the City of Bastrop received sealed bids for the Pavement Rehabilitation project, with the following project limits:

### Phase 1

1. Childers Drive – From Deep Eddy Cove to Crooked Trail (approx. 800 linear feet)
2. Water Street – From Chestnut Street to Gutierrez Street (approx. 2,350 linear feet) and From Cedar Street to North of Elm Street (approx. 1,000 linear feet)
3. Linden Street – From Carter Street to Pecan Street (approx. 2,350 linear feet)
4. Farm Street – From Main Street to Willow Street (approx. 1,310 linear feet)

### Phase 2

1. Water Street – From Cedar Street to Chestnut Street (approx. 2,240 linear feet)
2. Linden Street – From Pecan Street to Hill Street (approx. 800 linear feet)
3. Farm Street – From Main Street to Pecan Street (approx. 790 linear feet)

### The Project's bid schedule was as follows:

September 10, 2025– Bid published online (on CivCast)  
September 10, 2025 & September 17, 2025 – Published on local news paper  
September 19, 2025 – Pre-bid Meeting  
September 19, 2025 – Addendum No. 1 Publication  
September 19, 2025 – Deadline for Questions  
September 22, 2025- Addendum No. 2 Publication  
September 25, 2025 – Deadline for Bids  
September 25, 2025 – Bid Opening Meeting

Two addendums were published to provide clarifications and updates to the project documents-

1. Addendum No. 1 updated exhibits to reflect revised quantities and included TXDOT standard details.
2. Addendum No. 2 included modifications to the traffic control, added requirements for subgrade verification and repair and a revised bid proposal form.



The City of Bastrop received six (6) bids by the submission deadline. Each bid was opened and publicly read aloud at 2:00 pm CDT, Thursday, September 25, 2025. All bidders were deemed responsive to the bid instructions, including acknowledgment of the addendum, and confirmation of responsibility.

The lowest responsible bidder was identified through a bid tabulation comparing all submissions against the engineer's estimate (see Exhibit A). A discrepancy was found in Alpha Paving Industries' original grand total of \$2,356,626.40, which was corrected using the provided unit prices. The revised grand total for Alpha Paving Industries' bid is \$2,366,626.40.

## Bid Analysis

Texas Materials Group was determined to be the lowest responsive and responsible bidder, submitting a bid of \$1,694,462.40. This amount is below the median bid of \$2,263,372.58 (based on median unit prices) and also below the average of the three lowest bids, \$2,032,742.87 (based on average unit prices). The lowest bid amount is also below the engineer's estimate of \$2,850,858.00.

While several unit prices in the low bid were higher than the median value by more than 20%, these items—outlined in the Statement of Qualifications—are expected to be subcontracted. The table below summarizes the unit prices that exceeded the median range:

Spec No.	Description	Unit	QTY	Low Bid Unit Price	Median Unit Price	Avg of 3 Low Bids Unit Price
100	General Site Preparation	LS	1	\$17,000	\$11,000	\$14,000.00
506	Storm Water Pollution Prevention Plan (SWPPP)-Install, Maintain & Remove	LS	1	\$12,500	\$5,000	\$29,166.67
292	Tack Coat	GAL	1,418	\$9.75	\$4.50	\$5.92
260	Subgrade Stabilization	SY	500	\$50.00	\$27.50	\$43.33
666	Install Pavement Marking-Parking Limits (REFL PAV MARK TY 1 (W) 24" (SLD) (100MIL))	LF	572	\$25.00	\$4.85	\$10.83

These higher unit costs are offset by the fact that Texas Materials Group is listed as the primary equipment provider and material supplier for the project. Major components of the work—such as excavation, removal of asphalt and base material, and installation of base and surface courses—will be self-performed using self-supplied materials. Additionally, as a large-scale material supplier, the company may be able to reuse or recycle spoil material generated during the project, further reducing costs.

Two bid items—Spec 110/132 (Subgrade Undercut and Replacement with Approved Material) and Spec 260 (Subgrade Stabilization – 6” Lime Treatment)—are not plan quantities and will be determined in the field after pavement excavation. Final quantities for these items may vary significantly based on subgrade conditions observed during inspection by the City’s on-site inspector. Any substantial increase in these quantities could impact the total project cost.

Overall, the lowest bid is considered within an acceptable range and advantageous to the City of Bastrop, coming in 25% below the median estimate. All submitted bids were below the engineer’s estimate, ranging from 5% to 41%

### **Recommendation for Award**

The Goodman Corporation (TGC), serving as the Engineer of Record for this project, hereby recommends that the City of Bastrop award the construction contract to Texas Materials Group for the Pavement Rehabilitation Project.

Please feel free to contact the undersigned with any questions or concerns regarding this analysis or recommendation.



Ashish Ghosh, P.E.



# STAFF REPORT

**MEETING DATE:** October 14, 2025

**TITLE:**

A. Consider and act on Resolution No. R-2025-173, authorizing the City Manager to approve a Reimbursement Agreement with 71 Retail Partners, LP.

B. Consider and act on Resolution No. R-2025-173, authorizing the City Manager to approve Change Order #4 to the Construction Contract with Joe Bland Construction, LLC for the construction of Agnes Street Extension.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Elizabeth Wick, CFM, Project Manager

**BACKGROUND/HISTORY:**

On October 3, 2022, the City of Bastrop entered into a Settlement Agreement and Release of Claims with MC Bastrop 71 GP, LLC, which was subsequently changed to 71 Retail Partners, LP.

A request from 71 Retail Partners, LP for adding a left-turn lane and a driveway to the existing roadway. This request was made at a good time to prevent a future cut into the newly paved roadway. The contractor agreed to make the change before the final pavement top was added. An agreement with 71 Retail Partners, LP to pay for the changes for their development at a cost of \$60,102.00. The City would pay the contractor this amount and be reimbursed in the same amount. The reimbursement agreement would lay out the terms and requirements for reimbursement.

On October 1, 2024, the City Council passed Resolution No. 2024-130, entering into a construction contract with Joe Bland Construction for the construction of the Agnes Street Extension project.

Since the start of construction, there have been three change orders. Change Order #1 reflects Bluebonnet rather than the Contractor installing the streetlights, relocation of a fire hydrant assembly, and upgrading to an 8'x8' storm junction box at the Orchard Parkway connection. Change Order #2 reflects a decrease in price from Bluebonnet's previously provided invoice and modification of curb ramps at Future Orchard Parkway to address comments from the TDLR report. Change Order #3 reflects the construction of Blacktail Drive, connecting the existing terminus to Agnes Street and mill and inlay at the intersection of SH 304..

Change Order #4 is broken out in two parts. First part includes removal of existing blocks, grade, form and pour rip rap on eight existing inlets. Image of existing inlets shown below. They are located from SH 304 to Seton Hospital and were installed during the original construction of Agnes Street. With the widening of Agnes Street, this style of inlet no longer allows storm water to flow

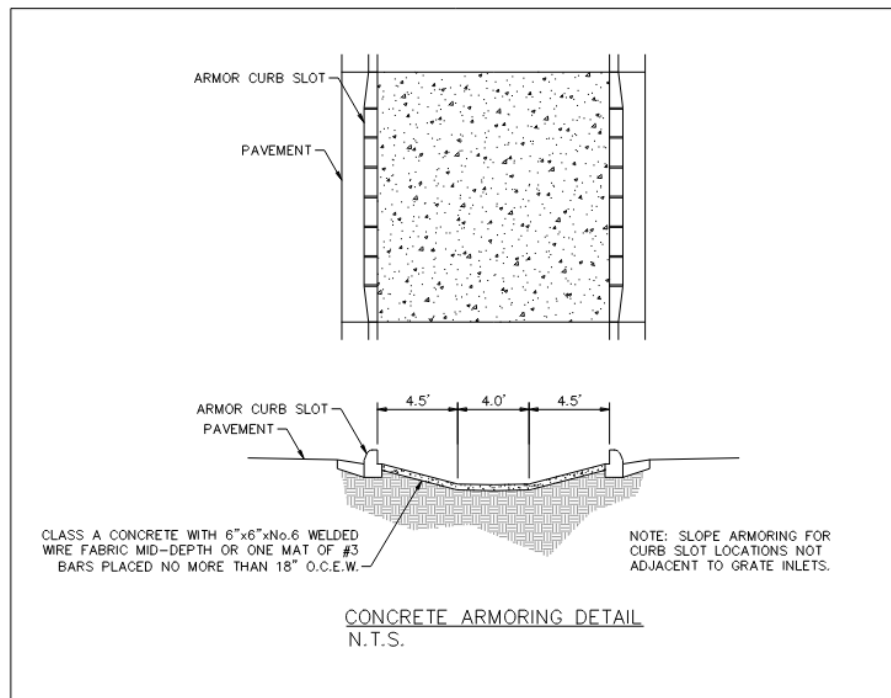
from the street to the inlet as it was intended. The modified inlets will convey flows as designed in the construction plans.

Images of existing stormwater inlets:



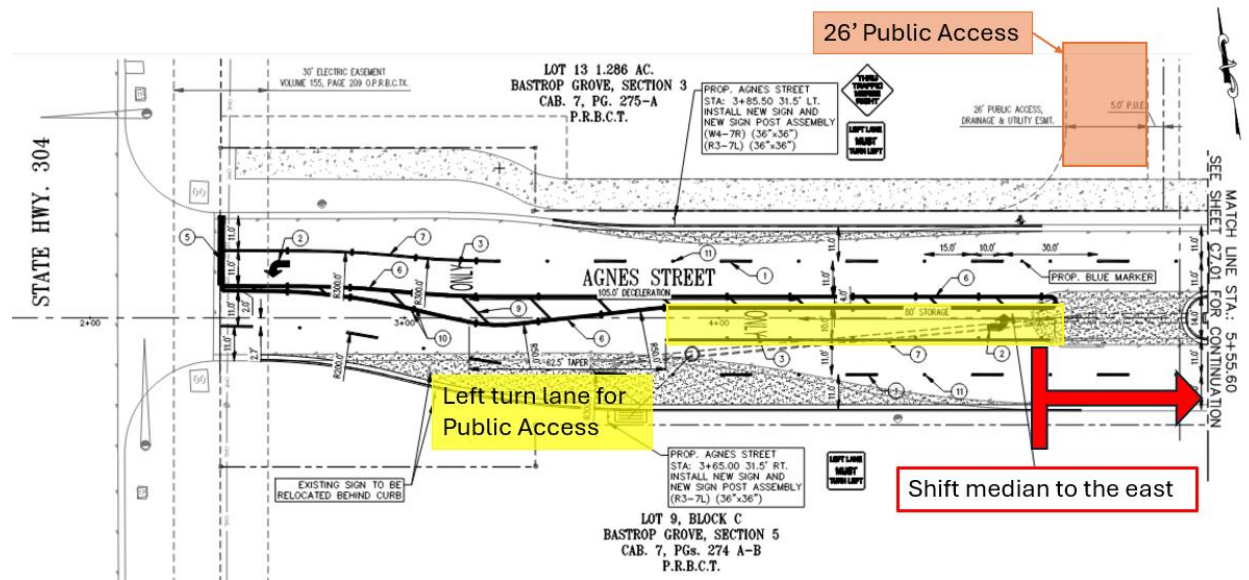


Construction detail for the modified inlets:





The second part of Change Order #4 includes shifting the median to the east to allow for a left turn lane for the 26' Public Access as shown below. As part of the Issued for Construction plans, this median blocked any access from east bound traffic.



### FISCAL IMPACT:

The funding source for \$23,200.00 of Change Order #4 is CO Bond Series 2022.  
The funding source for \$60,102.00 of Change Order #4 is a pass-through cost.

Construction Contract	\$3,246,606.00
Change Order #1	(-) \$126,804.50
Change Order #2	(-) \$10,466.68
Change Order #3	\$348,911.00
Change Order #4*	\$83,302.00
<b>Grand Total</b>	<b>\$3,541,547.82</b>

\*See Exhibit B for itemized cost

### RECOMMENDATION:

Authorize the approval of Funding Agreement with 71 Retail Partners, LP and Change Order #4 to the Construction Contract with Joe Bland Construction, LLC.

**ATTACHMENTS:**

1. Resolution No. R-2025-173
2. Exhibit A - Draft Funding Agreement
3. Exhibit B - Change Order #4

**RESOLUTION NO. R-2025-173**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A REIMBURSEMENT AGREEMENT WITH 71 RETAIL PARTNERS, L.P.; AS ATTACHED IN EXHIBIT A AND A CHANGE ORDER #4 TO THE CONSTRUCTION CONTRACT WITH JOE BLAND CONSTRUCTION, LLC FOR THE CONSTRUCTION OF AGNES STREET EXTENSION FOR A NOT TO EXCEED AMOUNT OF EIGHTY-THREE THOUSAND THREE HUNDRED TWO DOLLARS AND ZERO CENTS (\$83,302.00); AS ATTACHED IN EXHIBIT B.**

**WHEREAS**, the City of Bastrop entered into a Settlement Agreement and Release of Claims with MC Bastrop 71 GP, LLC on October 3, 2022, and

**WHEREAS**, the City of Bastrop entered into a construction contract with Joe Bland Construction, LLC on October 1, 2024, for the extension and widening of Angas Street; and

**WHEREAS**, Joe Bland Construction, LLC has submitted cost proposals in addition to the original approved contract; and

**WHEREAS**, the City of Bastrop City Council understands the necessity of proper stormwater conveyance; and

**WHEREAS**, the City of Bastrop City Council understands the importance of a left-turn lane to improve overall mobility.

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

**Section 1.** The City Manager is hereby authorized to execute a Reimbursement Agreement with 71 Retail Partners, L.P. in the amount of Sixty Thousand One Hundred Two Dollars and Zero Cents (\$60,102.00), as attached in Exhibit A.

**Section 2.** The City Manager is hereby authorized to execute Change Order #4 with Joe Bland Construction, LLC in the amount of Eighty-Three Thousand Three Hundred Two Dollars and Zero Cents (\$83,302.00) as part of the Agnes Street Extension Project, as attached in Exhibit B.

**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 14<sup>th</sup> day of October 2025.

**APPROVED:**

\_\_\_\_\_  
Ishmael Harris, Mayor

**ATTEST:**

\_\_\_\_\_  
Michael Muscarello, City Secretary

**APPROVED AS TO FORM:**

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

**REIMBURSEMENT AGREEMENT WITH DEVELOPER FOR CONSTRUCTION OF  
PUBLIC IMPROVEMENTS BY AND BETWEEN THE CITY OF BASTROP AND  
71 RETAIL PARTNERS, L.P.**

This Reimbursement Agreement (the “Agreement”) is made and entered into by and between City of Bastrop, a Texas municipal corporation (the “City”), and 71 Retail Partners, L.P., a Texas corporation, owner and developer of certain hereinafter described property located within the City (the “Developer”), all collectively referred to as the "Parties", and is effective upon the execution of this Agreement by the Developer and the City (the “Effective Date”).

WHEREAS, the Developer has a need for certain public improvements consisting of Shifting the median to east to allow for a left turn lane for the 26 foot public access as shown in Exhibit “A” of this agreement; and

WHEREAS, the City is overseeing the construction plans for such improvements and any additions to same ("Additional Public Improvements"); and

WHEREAS, the Developer desires to pay the costs of the Additional Public Improvements in Exhibit “B”, which is attached and hereto and made a part hereof; and

WHEREAS, the Developer understands the City’s responsibility to bid out and oversee the completion of the Additional Public Improvements and, upon completion, provide the City any additional reimbursement costs.

NOW, THEREFORE, for and in consideration of the premises and mutual obligations, covenants, and benefits hereafter set forth, the Parties agree as follows:

**ARTICLE I – Definitions.**

The following terms and phrases used in this Agreement shall have the meanings ascribed hereto:

- 1.1. “Additional Public Improvements” shall mean the public improvements required as described in Exhibit “A”.
- 1.2. “Agreement” means this agreement, including any amendments hereto, between the City and Developer.
- 1.3. “Contractor” shall mean the person, firm, corporation, partnership, association, or other entity under contract with City for construction of the Additional Public Improvements.
- 1.4. “Developer Participation Costs” shall mean actual costs incurred by the City for the design, construction and inspection of the Additional Public Improvements which are the responsibility of the Developer.

## ARTICLE II – Design and Construction of Public Improvements.

2.1. Design of the Additional Public Improvements. Developer agrees to reimburse the City for expenses attributed to the Additional Public Improvements in accordance with the City's Engineering Design Manual and Code of Ordinances. The plans and specifications for the Additional Public Improvements will be reviewed and approved by the City Engineer or designee.

2.2. Construction of Additional Public Improvements. Developer agrees to reimburse City for the Additional Public Improvements in accordance with the plans and specifications approved by the City Engineer. The entire cost of the construction and inspection of the Additional Public Improvements shall be the responsibility and obligation of Developer.

2.3. Plan Review for Construction. The City Engineer, or designee, shall review and approve all plans, specifications, and any other documents for the Additional Public Improvements.

2.4. Inspection. The City Engineer shall oversee and inspect the construction of the Additional Public Improvements.

2.5. Accounting. City shall maintain a complete accounting of all costs incurred in the design, construction, and inspection of the Additional Public Improvements. City will not contribute or pay for any increased costs attributable to the Additional Public Improvements above the approved costs in this Agreement unless otherwise reviewed and approved.

2.6. Scheduling. City shall submit to Developer a schedule of all proposed critical dates for design, approval, and construction of the Additional Public Improvements. In the event that any critical date of the Additional Public Improvements shall be adjusted by more than thirty (30) days, City shall submit to Developer a revised schedule. The City anticipates that construction of the Additional Public Improvements will commence within six months of the effective date of this agreement and payment of initial estimated costs to by the Developer to the City.

2.7. City shall oversee the bidding process and applicable construction agreement(s) with Contractor(s).

### ARTICLE III – Developer's Obligations.

3.1. Financial Contribution. Payment of the estimated Costs designated on Exhibit “B” totaling \$60,102.00 shall occur within 30 days of the execution of this Agreement in one lump sum.

3.2. Additional Payment. Developer shall deliver to the City full payment of any additional costs above the estimated costs set forth in Exhibit “B” within 30 days of completion of the Additional Public Improvements.

### Article IV – Miscellaneous Provisions.

4.1. Assignment. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other Party.

4.2. Amendment or Modification. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the Parties.

4.3. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third party.

4.4. Remedies Not Exclusive. The rights and remedies contained in this Agreement shall not be exclusive but shall be cumulative of all rights and remedies now or hereinafter existing, by law or in equity.

4.5. Waiver. The failure of any party to insist on any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

4.6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter of this Agreement and supersedes any and all prior agreements, whether oral or written, dealing with the subject matter of this Agreement.

4.7. Venue. This Agreement shall be performable and enforceable in the state district courts of Bastrop County, Texas, and shall be construed in accordance with the laws of the State of Texas.

4.8. Severability. If any term or provision of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall not in any way be invalidated, impaired or affected.

4.9. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States

mail, addressed to the Party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such Party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the Parties for the purpose of notice under this Agreement shall be as follows:

If to City: CITY OF BASTROP  
1311 Chestnut Street  
Bastrop, Texas 78602  
Attention: City Manager

If to Developer: 71 Retail Partners, L.P.  
C/O Douglas M. MacMahon, Manager of General Partner  
8214 Westchester Drive, Ste 550  
Dallas, Texas 75225

4.10. No Joint Venture. Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except, as otherwise specifically provided herein, neither Party shall in any way assume any of the liability of the other for acts of the other obligations of the other.

4.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

4.12 Governmental Immunity. The City does not waive or relinquish any immunity or defense on behalf of itself, its officers, employees, Councilmembers, and agents as a result of the execution of this Agreement and the performance of the covenants and actions contained herein.

**4.13 Indemnity. Developer agrees to protect, indemnify and save City harmless from and against all claims, demands and causes of action of every kind and character arising in favor of any third party on account of, or resulting from, the performance of this Agreement.**

4.14 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, representatives, successors, and assigns, and the terms hereof shall run with the Property.

4.15 Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, such unenforceability will not affect any other provision hereof, and

this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever the context requires, the singular will include the plural and the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

4.16 Recitals; Exhibits. Any recitals in this Agreement are represented by the Parties hereto to be accurate, constitute a part of the Parties' substantive agreement, and are fully incorporated herein as matters of contract and not mere recitals. Further, any exhibits to this Agreement are incorporated herein as matters of contract and not mere exhibits.

*[ Signatures and acknowledgments on the following pages]*

**Signature Page to**  
**Agreement with Developer for Construction of Public Improvements**

This Agreement has been executed by the Parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

Developer:

By: \_\_\_\_\_

THE STATE OF \_\_\_\_\_ §  
 \_\_\_\_\_ §  
 COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2025, on behalf of said entities.

\_\_\_\_\_  
 Notary Public Signature

(seal)

**Signature Page to**  
**Agreement with Developer for Construction of Public Improvements**

This Agreement has been executed by the Parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

City:

CITY OF BASTROP,  
a Texas municipal corporation

By: \_\_\_\_\_  
Name: City Manager

THE STATE OF TEXAS           §  
   §  
COUNTY OF BASTROP       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025 by \_\_\_\_\_, City Manager of the City of Bastrop, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

My Commission Expires: \_\_\_\_\_



STATE HWY. 304

LOT 13 1.286 AC.  
BASTROP GROVE, SECTION 3  
CAB. 7, PG. 275-A  
P.R.B.C.T.

AGNES STREET

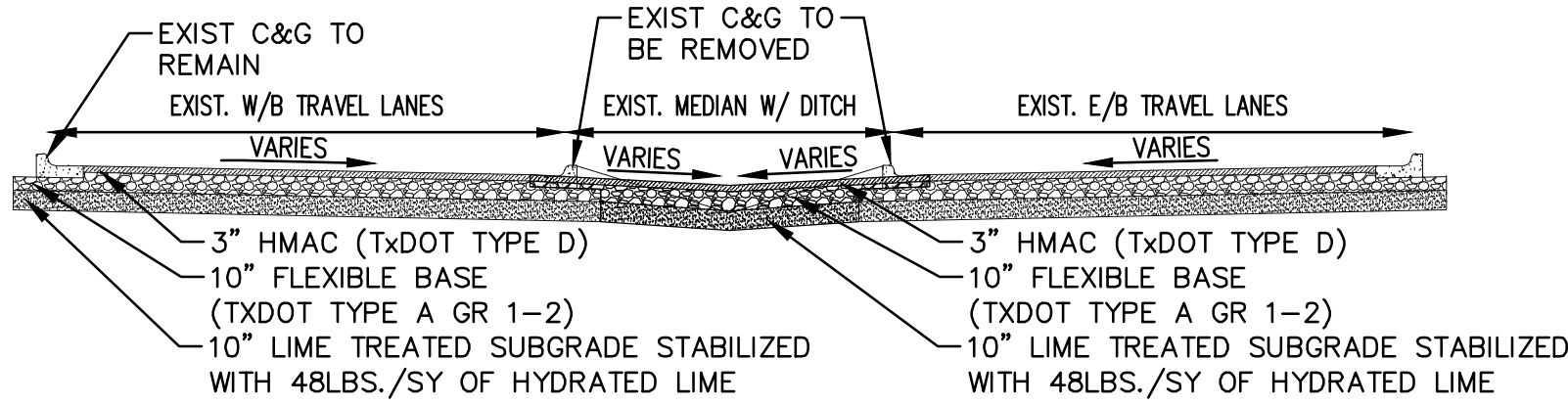
LOT 9, BLOCK C  
BASTROP GROVE, SECTION 5  
CAB. 7, PGs. 274 A-B  
P.R.B.C.T.

AGNES STREET  
2+00 - 5+55.60

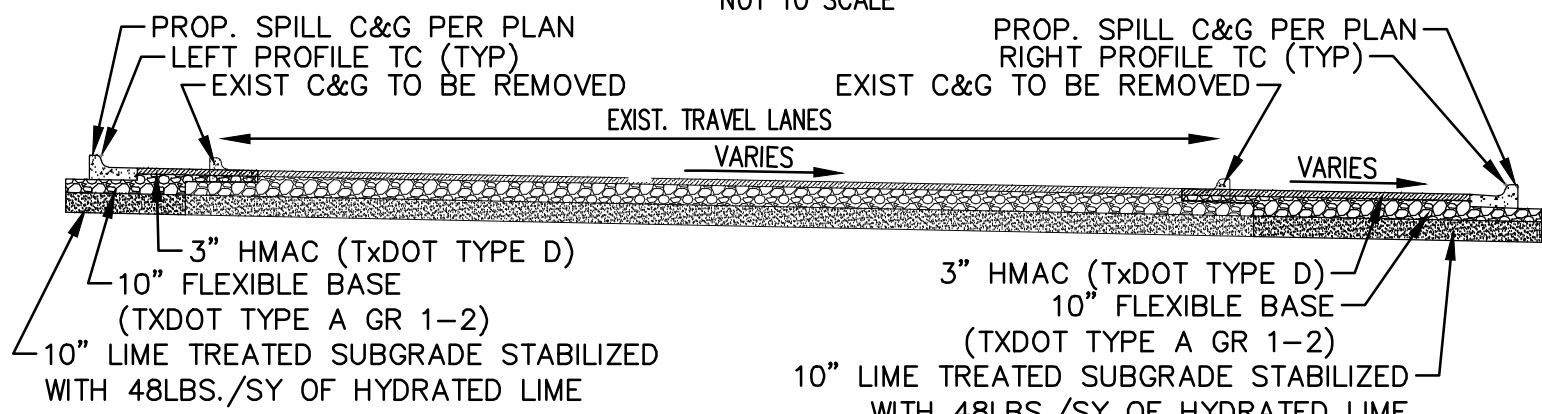
SCALE: 1" = 20'

LEGEND

- 365 — EXISTING MAJOR CONTOUR
- 366 — EXISTING MINOR CONTOUR
- 365.0 — PROPOSED MAJOR CONTOUR
- 365.5 — PROPOSED MINOR CONTOUR
- — EXISTING CURB AND GUTTER
- — EXISTING CURB AND GUTTER TO BE REMOVED
- — EXISTING STORM SEWER
- — EXISTING STORM SEWER TO BE REMOVED
- — PROPOSED CURB AND GUTTER
- — PROPOSED ASPHALT PAVING
- — PROPOSED STORM SEWER

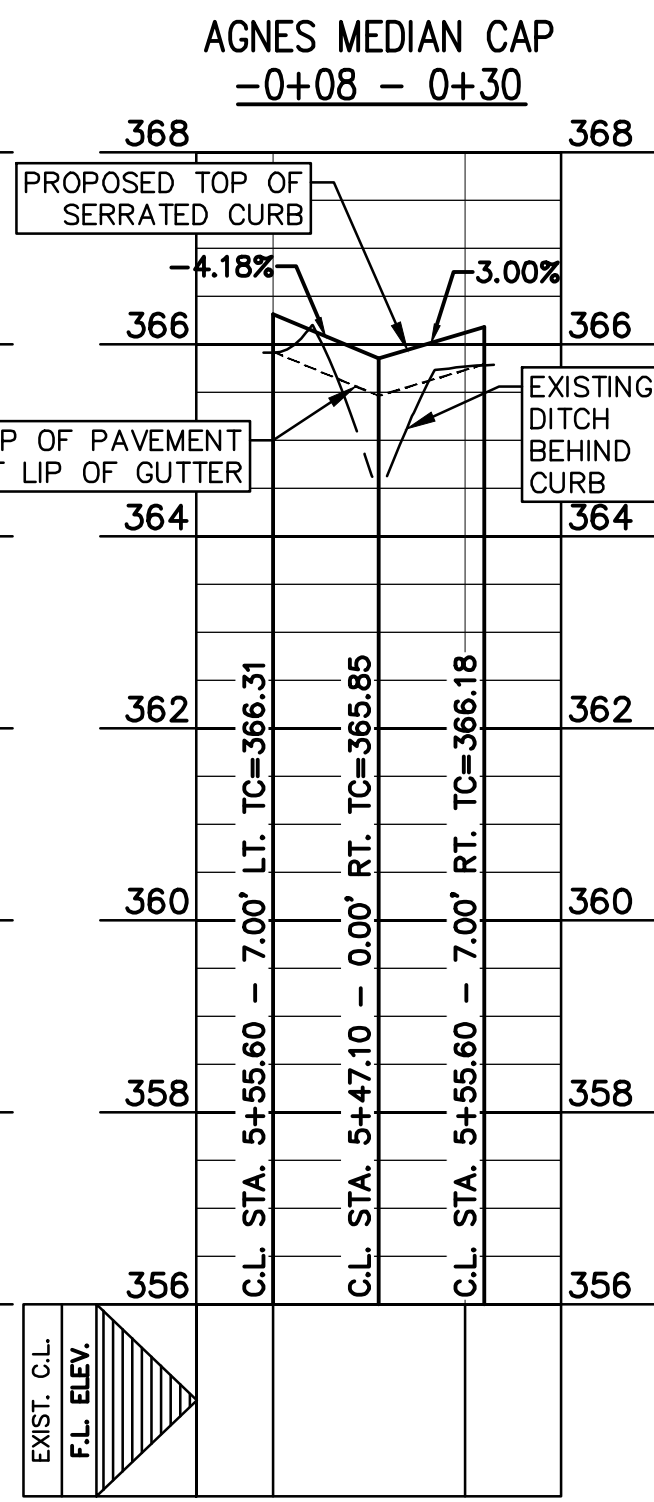
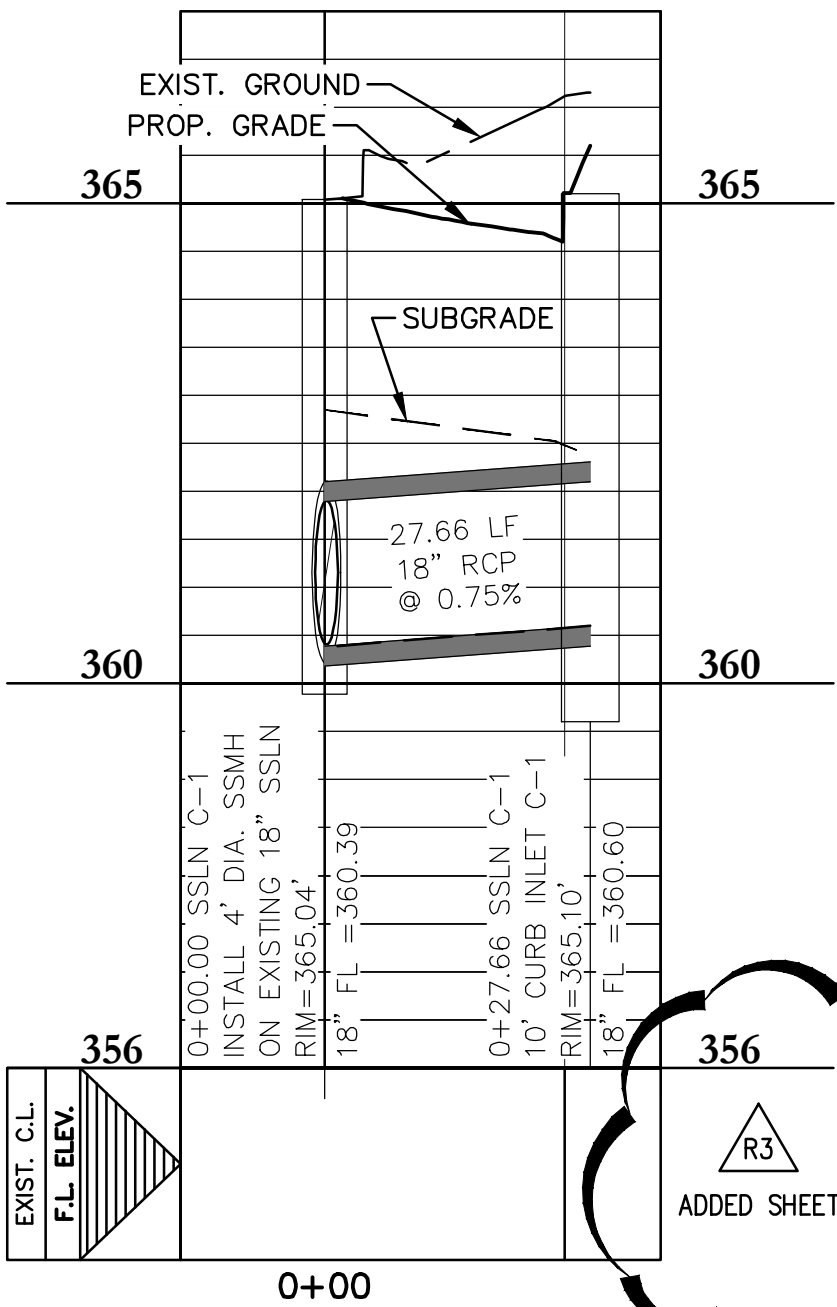


PROPOSED 4 LANE AGNES STREET EXTENSION

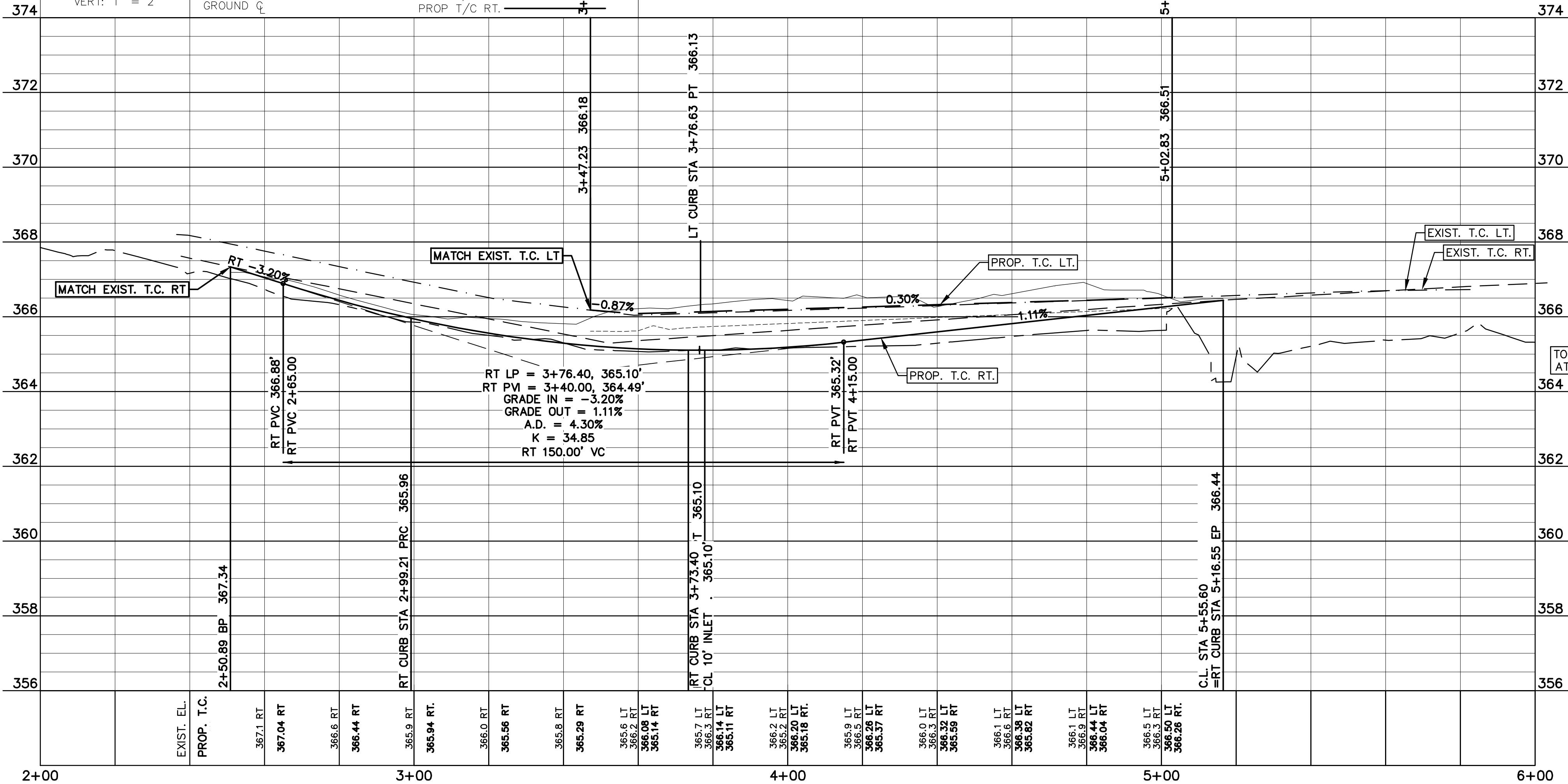


PROPOSED 4 LANE AGNES STREET EXTENSION

SSLN C-1



PROFILE SCALE	NATURAL GROUND RT.	NATURAL GROUND LT.
HORIZ: 1" = 20'	—	—
VERT: 1" = 2'	—	—



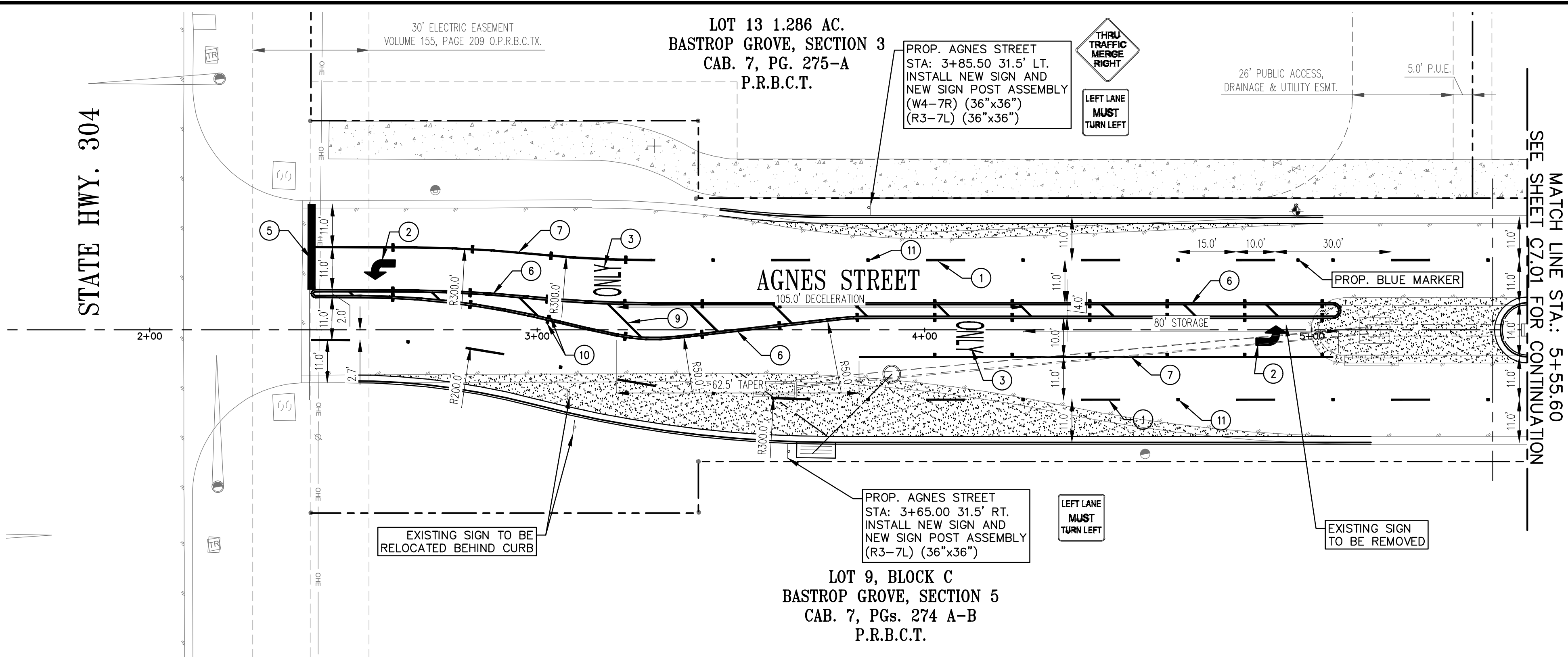
DESIGNED BY: CBD/RWH	DRAFTED BY: RWH
DATE 9/18/25	REVISION R3
SHEET NAME: PAVING & STORM PLAN AND PROFILE AGNES STREET (BEGIN TO 5+55.60)	
JOB NAME: AGNES STREET EXTENSION	
PROJECT: FROM STATE HIGHWAY 304 TO STERLING DRIVE CITY OF BASTROP	
SHEET R3 C3.00	

Carlson, Brigrance & Doering, Inc.  
Civil Engineering  
FIRM ID #F791  
Main Office: 5501 West William Cannon Dr., Suite 200, Round Rock, TX 78681  
Phone No. (512) 280-5160 Fax No. (512) 280-5165  
North Office: 2407 San Bas Rd, Ste. 200, Round Rock, TX 78681  
Phone No. (512) 280-5160 Fax No. (512) 280-5165

DATE: SEPT 2025  
JOB NUMBER: 5518  
SHEET: R3

BRENDAN P. MCENTEE  
96200  
LICENSED PROFESSIONAL ENGINEER  
STATE OF TEXAS  
CARLSON, BRIGRANCE & DOERING, INC.  
TX 13791





STRIPING LEGEND:	
1	INSTALL 6" WHITE LANE LINE
2	INSTALL ARROW (W) TYP.
3	INSTALL WORD (W) TYP.
4	INSTALL 24"x8' WHITE LINE WITH 4' SPACE (CROSSWALK)
5	INSTALL 24" STOP BAR MARKING
6	INSTALL 4" DOUBLE YELLOW LINE
7	INSTALL 8" SOLID WHITE LINE
8	INSTALL 8" DASHED WHITE LINE
9	INSTALL 8" SOLID YELLOW LINE
10	INSTALL TYPE II-A-A RAISED PAVEMENT MARKER
11	INSTALL TYPE II-C-R RAISED PAVEMENT MARKER
12	INSTALL TYPE I-C RAISED PAVEMENT MARKER
NOTE: MARKERS AND STRIPING TO COMPLY WITH DETAILS IN PLANSET.	

SCALE: 1" = 20'

DESIGNED BY:	DRAFTED BY:
CBD/RWH	RWH
DATE	REVISION
9/18/25	
R3	ADD SHEET

Carlson, Brigrance & Doering, Inc.  
Civil Engineering & Surveying  
FIRM ID #F3791

North Office  
5501 West William Cannon Dr.  
Roussell, Texas 76069  
Phone No. (512) 280-5160  
Fax No. (512) 280-5165

South Office  
2007 San Bas Rd. Ste. 200  
Killeen, Texas 76789  
Phone No. (512) 280-5160  
Fax No. (512) 280-5165

SHEET NAME:  
PAVEMENT MARKING AND SIGNING  
AGNES STREET (BEGIN TO 5+55.60)

JOB NAME:  
AGNES STREET EXTENSION  
FROM STATE HIGHWAY 304 TO STERLING DRIVE

PROJECT:  
CITY OF BASTROP

Brendan P. McGintee  
9/19/2025

STATE OF TEXAS  
BRENDAN P. MCGENTEE  
96200  
LICENSED PROFESSIONAL ENGINEER

CARLSON, BRIGRANCE & DOERING, INC.  
TX #13791

DATE:  
SEPT 2025

JOB NUMBER:  
5518

SHEET:  
R3

C7.00

R3

ADDED SHEET

106

## EXHIBIT B

Item 9B.

## Non-GLO Funded Items

Item No.	Item Description	Quantity	Unit	Unit Cost	Total
201	UNCLASSIFIED ROADWAY EXCAVATIONS	243	CY	\$ 16.00	\$ 3,888.00
203	10" LIME TREATED SUBGRADE	383	SY	\$ 10.00	\$ 3,830.00
204	HYDRATED LIME (48 LBS/SY)	9.2	TON	\$ 365.00	\$ 3,358.00
205	10" FLEXIBLE BASE (CMP IN PLACE)(TXDOT TY A GR 1-2)	94	CY	\$ 55.00	\$ 5,170.00
206	3" HMA CONCRETE (TXDOT TY D)	56	TON	\$ 130.00	\$ 7,280.00
207	CONCRETE CURB AND GUTTER	452	LF	\$ 22.00	\$ 9,944.00
211	REFL PAV MRK TY I (W) 6" LANE LINE	538	LF	\$ 3.00	\$ 1,614.00
212	REFL PAV MRK TY I (W) 8" SOLID	201	LF	\$ 3.00	\$ 603.00
214	REFL PAV MRK TY I (W) 24" SOLID	22	LF	\$ 18.00	\$ 396.00
215	REFL PAV MRK TY I (Y) 4" DOUBLE SOLID	536	LF	\$ 3.00	\$ 1,608.00
216	REFL PAV MRK TY I (Y) 8" SOLID	65	LF	\$ 3.00	\$ 195.00
217	REFL PAV MRK TY I (W) ARROW	2	EA	\$ 275.00	\$ 550.00
218	REFL PAV MRK TY I (W) WORD	2	EA	\$ 325.00	\$ 650.00
219	REFL RAISED MARKER TYPE I-C	14	EA	\$ 9.00	\$ 126.00
220	REFL RAISED MARKER TYPE II-C-R	14	EA	\$ 10.00	\$ 140.00
221	REFL RAISED MARKER TYPE II-A-A	26	EA	\$ 10.00	\$ 260.00
222	REFL RAISED MARKER TYPE (BLUE)	1	EA	\$ 10.00	\$ 10.00
223	INSTALL NEW SIGN AND SIGN POST ASSEMBLY	1	EA	\$ 1,050.00	\$ 1,050.00
227	REMOVE CONC CURB AND GUTTER	539	LF	\$ 5.00	\$ 2,695.00
228	REMOVE STAB BASE & ASPH PAV (13")	12	SY	\$ 5.00	\$ 60.00
405	CL III 18" RCP	29	LF	\$ 75.00	\$ 2,175.00
419	10' CURB INLET	1	EA	\$ 4,500.00	\$ 4,500.00
422	ARMOR CURB SLOT	1	EA	\$ 4,750.00	\$ 4,750.00
423	CONCRETE ARMORING	1	SY	\$ 750.00	\$ 750.00
					\$ -
	MANHOLE LID	1	EA	\$ 750.00	\$ 750.00
	4' X 4' GRATE INLET	1	EA	\$ 3,750.00	\$ 3,750.00
				Total	\$ 60,102.00

**Change Order Request Number:** 4

**Owner:** City of Bastrop

**Project:** Agnes Street Extension

**GLO/City Project No.** 22-085-059-D316

**From:** Joe Bland Construction, LLC

**To:** Kimley-Horn and Associates, Inc.

**Date Submitted:** 9/29/2025

**Date Response Requested:** \_\_\_\_\_

This Change Order Request (C.O.R.) contains an itemized quotation for changes in the Contract Sum or Contract Time in response to proposed modifications to the Contract Documents.

Does Proposed Change involve a change in Contract Sum? \_\_\_\_ No x Yes [Increase] \$ 83,302.00

Does Proposed Change involve a change in Contract Time? \_\_\_\_ No x Yes [Increase] 55 days

DESCRIPTION OF PROPOSED CHANGE (Provide reason for change and details regarding cost or time impact):

- Modifications to existing median inlets based on work being performed by Joe Bland Construction.
- Modifications to paving improvements based on median revisions designed by Carlson, Brigrance & Doering, Inc. for Bastrop Grove Section 3.
- Due to the increase in the contract time as a result of Change Order #4, the Substantial Completion date has been moved from Thursday, November 6, 2025 to December 31, 2025.
- Due to the increase in the contract time as a result of Change Order #4, the Final Completion date has been moved from Thursday, December 6, 2025 to January 30, 2025.

Original Contract Amount	\$ 3,246,606.00	*Base Bid – GLO and Non GLO Funded*
Previously Approved Change Orders:	\$ 211,639.82	
Change Order 4:	\$ 83,302.00	
Current Contract Price:	\$ 3,541,547.82	

Original Contract Time:	360
Change Order 4:	55
Current Contract Time:	415

ATTACHMENTS (Provide supporting documentation for project cost or time impacts):

Submitted by:

Date: 9/29/2025

**Recommended by Engineer**

By: \_\_\_\_\_

Title: Project Engineer

Date: 9/29/2025

**Approved by Contractor**

By: Andrew Batten  
Title: Project Manager  
Date: 9-30-25

**Approved by Owner**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Note: Approval of COR indicates approval of proposed change. If change is covered by the project contingency, the work will be added as a sub-pay item on pay applications. All other COR's must be included in a Change Order before adjustments to time or cost will be made to the contract.

Item No.	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
<b>NON-GLO STREET IMPROVEMENTS</b>					
<b>201</b>	<b>UNCLASSIFIED ROADWAY EXCAVATION</b>	<b>243</b>	<b>CY</b>		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 16.00	\$ 3,888.00
<b>203</b>	<b>10" LIME TREATED SUBGRADE</b>	<b>383</b>	<b>SY</b>		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 10.00	\$ 3,830.00
<b>204</b>	<b>HYDRATED LIME (48 LBS/SY)</b>	<b>9.2</b>	<b>TON</b>		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 365.00	\$ 3,358.00
<b>205</b>	<b>10" FLEXIBLE BASE (CMP IN PLACE) (TXDOT TY A GR 1-2)</b>	<b>94</b>	<b>CY</b>		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 55.00	\$ 5,170.00
<b>206</b>	<b>3" HMA CONCRETE (TXDOT TY D)</b>	<b>56</b>	<b>TON</b>		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 130.00	\$ 7,280.00
<b>207</b>	<b>CONCRETE CURB AND GUTTER</b>	<b>452</b>	<b>LF</b>		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 22.00	\$ 9,944.00
<b>211</b>	<b>REFL PAV MRK TY I (W) 6" LANE LINE</b>	<b>538</b>	<b>LF</b>		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 3.00	\$ 1,614.00
<b>212</b>	<b>REFL PAV MRK TY I (W) 8" SOLID</b>	<b>201</b>	<b>LF</b>		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 3.00	\$ 603.00
<b>214</b>	<b>REFL PAV MRK TY I (W) 24" SOLID</b>	<b>22</b>	<b>LF</b>		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 18.00	\$ 396.00

Item No.	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
215	REFL PAV MRK TY I (Y) 4" DOUBLE SOLID	536	LF		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 3.00	\$ 1,608.00
216	REFL PAV MRK TY I (Y) 8" SOLID	65	LF		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 3.00	\$ 195.00
217	REFL PAV MRK TY I (W) ARROW	2	EA		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 275.00	\$ 550.00
218	REFL PAV MRK TY I (W) WORD	2	EA		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 325.00	\$ 650.00
219	REFL RAISED MARKER TYPE I-C	14	EA		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 9.00	\$ 126.00
220	REFL RAISED MARKER TYPE II-C-R	14	EA		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 10.00	\$ 140.00
221	REFL RAISED MARKER TYPE II-A-A	26	EA		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 10.00	\$ 260.00
222	REFL RAISED MARKER TYPE (BLUE)	1	EA		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 10.00	\$ 10.00
223	INSTALL NEW SIGN AND SIGN POST ASSEMBLY	1	EA		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 1,050.00	\$ 1,050.00
227	REMOVE CONC CURB AND GUTTER	539	LF		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 5.00	\$ 2,695.00

Item No.	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
228	REMOVE STAB BASE & ASPH PAV(13")	12	SY		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 5.00	\$ 60.00
405	CLASS III 18" RCP	29	LF		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 75.00	\$ 2,175.00
419	10' CURB INLET	1	EA		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 4,500.00	\$ 4,500.00
422	ARMOR CURB SLOT	1	EA		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 4,750.00	\$ 4,750.00
423	CONCRETE ARMORING	1	SY		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 750.00	\$ 750.00
424	MANHOLE LID	1	EA		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 750.00	\$ 750.00
425	4' X 4' GRATE INLET	1	EA		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 3,750.00	\$ 3,750.00
426	REMOVE EXISTING BLOCKS, GRADE, FORM/POUR RIPRAP	8	EA		
	Complete in Place, for the Sum of				
	Dollars and				
	Cents per unit			\$ 2,900.00	\$ 23,200.00

TOTAL AMOUNT BID - BASE BID - NON-GLO FUNDED

\$ 83,302.00

(Total Amount Bid, Numerical Value)

and \_\_\_\_\_ Dollars  
 \_\_\_\_\_ Cents

(Total Amount Bid in Words)

\*The Owner reserves the right to delete any bid items or portions thereof. If the Owner elects to delete any portions of the PROJECT from the contract, then the contract can be awarded on that basis.



Plotted By: Holl, Keegan, June 27, 2025 11:15:38am K:\Voc-civil\069786007\_bastrop\_agnes\_dio\CADD\PlanSheets\Sheet Index.dwg  
This document, together with the concepts and designs presented herein, is an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

# SHEET INDEX - AGNES STREET

## INTRO SHEETS

SHEET NUMBER	SHEET TITLE
C0.01	COVER
C0.02	SHEET INDEX <div>REVISED</div> <div>R3</div>
C0.03	GENERAL NOTES
C0.04	SUMMARY QUANTITY SHEET

## SURVEY CONTROL

SHEET NUMBER	SHEET TITLE
C1.01	SURVEY CONTROL - BEGIN TO STA 27+00
C1.02	SURVEY CONTROL - STA 27+00 TO END <div>2</div>
C1.02A	SURVEY CONTROL - BLACKTAIL DRIVE - BEGIN TO END

## TYPICAL SECTIONS

SHEET NUMBER	SHEET TITLE
C2.01	TYPICAL SECTIONS <div>2</div>
C2.02A	TYPICAL SECTION - BLACKTAIL DRIVE

## PAVING

SHEET NUMBER	SHEET TITLE
C3.01	PAVING - PLAN AND PROFILE - BEGIN TO STA 6+00
C3.02	PAVING - PLAN AND PROFILE - STA 6+00 TO STA 10+00
C3.03	PAVING - PLAN AND PROFILE - STA 10+00 TO STA 14+00
C3.04	PAVING - PLAN AND PROFILE - STA 14+00 TO STA 18+00
C3.05	PAVING - PLAN AND PROFILE - STA 18+00 TO STA 22+00
C3.06	PAVING - PLAN AND PROFILE - STA 22+00 TO STA 26+00
C3.07	PAVING - PLAN AND PROFILE - STA 26+00 TO STA 30+00
C3.08	PAVING - PLAN AND PROFILE - STA 30+00 TO STA 34+00
C3.09	PAVING - PLAN AND PROFILE - STA 34+00 TO STA 38+00
C3.10	PAVING - PLAN AND PROFILE - STA 38+00 TO STA 42+00
C3.11-C3.12	PAVING - PLAN AND PROFILE - INTERSECTION DETAILS (2 SHEETS)
C3.12A	PAVING - PLAN AND PROFILE - BLACKTAIL DRIVE - BEGIN TO END <div>2</div>
C3.12B	PAVING - PLAN AND PROFILE - BLACKTAIL DRIVE - RETAINING WALL
CITY DETAILS	
C3.13	PAVING DETAILS - CITY OF BASTROP
DETAILS	
C3.14	PAVING DETAILS
TXDOT DETAILS	
C3.15	ARMOR CURB SLOT
C3.16-C3.19	PED-18 (4 SHEETS)
C3.20-C3.21	WACO DISTRICT HANDRAIL DETAIL (2 SHEETS) <div>2</div>
C3.21A	RW(SFC)
C3.21B	RW(SF)
C3.21C	RETAINING WALL DETAILS

## DRAINAGE

SHEET NUMBER	SHEET TITLE
C4.01	EXISTING DRAINAGE AREA MAP
C4.02	PROPOSED DRAINAGE AREA MAP
C4.03	PROPOSED DRAINAGE AREA TABLE
C4.04	TIME OF CONCENTRATION
C4.05	INLET CALCULATIONS
C4.06	HYDRAULIC CALCULATIONS
C4.07	DRAINAGE - SYSTEM A - BEGIN TO STA 4+00
C4.08	DRAINAGE - SYSTEM A - STA 4+00 TO END
C4.09	DRAINAGE - SYSTEM B - BEGIN TO STA 5+00
C4.10	DRAINAGE - SYSTEM B - STA 5+00 TO STA 9+00
C4.11	DRAINAGE - SYSTEM B - STA 9+00 TO END
C4.12	DRAINAGE - LATERALS - SYSTEM A
C4.13	DRAINAGE - LATERALS - SYSTEM B <div>2</div>
C4.13A	DRAINAGE - SYSTEM D - BLACKTAIL DRIVE - BEGIN TO END
CITY DETAILS	
C4.14	DRAINAGE DETAILS - CITY OF AUSTIN
C4.15-C4.16	DRAINAGE DETAILS - CITY OF BASTROP (2 SHEETS)
DETAILS	
C4.17	PW HEADWALL DETAILS
TXDOT DETAILS	
C4.18	MSD
C4.19	PAZD (MOD)
C4.20	PB
C4.21	PJB
C4.22	PDD
C4.23	ECD (MOD)
C4.24-C4.25	SET B-CD (2 SHEETS)
C4.26	PW
C4.27	CRR
C4.28-C4.29	SRR (2 SHEETS)
C4.30	SCP-5
C4.31	SCP-6
C4.32	SCP-MD
C4.33-C4.34	SCC-5 & 6 (2 SHEETS)
C4.35	SCC-MD
C4.35A - C4.35B	SETP-CD (2 SHEETS) <div>2</div>

## WATER

SHEET NUMBER	SHEET TITLE
C5.01	WATER - WATER & WASTEWATER TCEQ NOTES
C5.02	WATER - WATER LAYOUT
C5.03	WATER - STA 10+00 TO STA 14+00
C5.04	WATER - STA 14+00 TO STA 18+00

C5.05	WATER - STA 18+00 TO STA 22+00
C5.06	WATER - STA 22+00 TO STA 26+00
C5.07	WATER - STA 26+00 TO END
CITY DETAILS	
C5.08	STANDARD DETAILS (1 OF 2)
C5.09	STANDARD DETAILS (2 OF 2)

## WASTEWATER

SHEET NUMBER	SHEET TITLE
C6.01	WASTEWATER - WASTEWATER LAYOUT
C6.02	WASTEWATER - STA 10+00 TO STA 14+00
C6.03	WASTEWATER - STA 14+00 TO END
STANDARD DETAILS	
C6.04	STANDARD DETAILS (1 OF 2)
C6.05	STANDARD DETAILS (2 OF 2)

## PAVEMENT MARKING AND SIGNING

SHEET NUMBER	SHEET TITLE
C7.01	PAVEMENT MARKING AND SIGNING - BEGIN TO STA 9+00 <div>REVISED</div>
C7.02	PAVEMENT MARKING AND SIGNING - STA 9+00 TO STA 17+00
C7.03	PAVEMENT MARKING AND SIGNING - STA 17+00 TO STA 25+00
C7.04	PAVEMENT MARKING AND SIGNING - STA 25+00 TO STA 33+00
C7.05	PAVEMENT MARKING AND SIGNING - STA 33+00 TO END <div>2</div>
C7.05A	PAVEMENT MARKING AND SIGNING - BLACKTAIL DRIVE - BEGIN TO END
CITY DETAILS	
C7.06	STREET END BARRICADES - CITY OF AUSTIN
C7.07	RRFB DETAIL - CITY OF AUSTIN
TXDOT DETAILS	
C7.08	PM(1)- 22
C7.09	PM(2)-22
C7.10	PM(3)-22
C7.11	PM(4)-22
C7.12	TS-FD-12
C7.13	SMD(GEN)-08
C7.14	SMD (SLIP-1)-08
C7.15	SMG(SLIP-2)-08

## TRAFFIC CONTROL

SHEET NUMBER	SHEET TITLE
C8.01	SUGGESTED TRAFFIC CONTROL PLAN <div>2</div>
C8.01A	TRAFFIC CONTROL PLAN - BLACKTAIL DRIVE
TXDOT DETAILS	
C8.02	TCP(2-3)-23
C8.03	WZ(RCD)-13
C8.04-C8.15	BC-21 (12 SHEETS)

## ILLUMINATION

SHEET NUMBER	SHEET TITLE
C9.01	ILLUMINATION - BEGIN TO END
C9.02	ILLUMINATION - SUMMARY TABLES
DETAILS	
C9.03	ILLUMINATION DETAILS - SHEET 1 OF 2
C9.04	ILLUMINATION DETAILS - SHEET 2 OF 2
TXDOT DETAILS	
C9.05	ED(1)-14
C9.06	ED(2)-14
C9.07	ED(3)-14
C9.08	ED(4)-14
C9.09	ED(5)-14
C9.10	ED(6)-14
C9.11	ED(9)-14
C9.12	RID(1)-20
C9.13	RID(2)-20



## LANDSCAPE

SHEET NUMBER	SHEET TITLE
C10.01	LANDSCAPE - BEGIN TO STA 9+00
C10.02	LANDSCAPE - STA 9+00 TO STA 17+00
C10.03	LANDSCAPE - STA 17+00 TO STA 25+00
C10.04	LANDSCAPE - STA 25+00.00 TO STA 33+00
C10.05	LANDSCAPE - STA 33+00 TO STA 41+00
C10.06	LANDSCAPE - TREE TABLES <div>2</div>
C10.06A	LANDSCAPE - BLACKTAIL DRIVE - BEGIN TO END
CITY DETAILS	
C10.07-C10.09	EROSION CONTROL DETAILS - CITY OF BASTROP (3 SHEETS)
DETAILS	
C10.10	EROSION CONTROL INSTALLATION DETAILS
C10.10A	EC (2) - 16

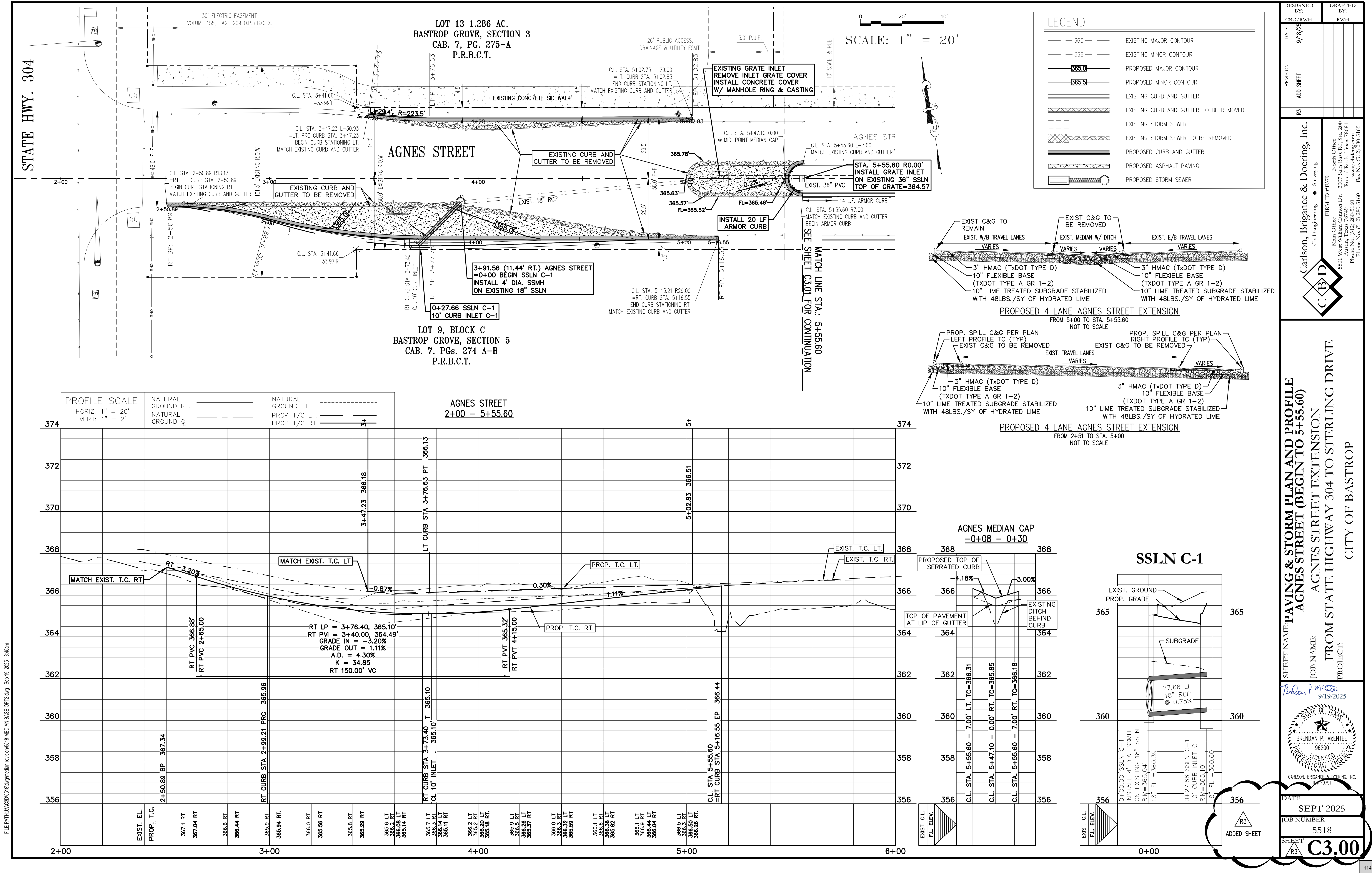
## CROSS SECTIONS

SHEET NUMBER	SHEET TITLE
C11.01	CROSS SECTIONS - BEGIN TO STA 9+00
C11.02	CROSS SECTIONS - STA 9+50 TO STA 15+00
C11.03	CROSS SECTIONS - STA 15+50 TO STA 21+00
C11.04	CROSS SECTIONS - STA 21+50 TO STA 27+00
C11.05	CROSS SECTIONS - STA 27+50 TO STA 33+00
C11.06	CROSS SECTIONS - STA 33+50 TO STA 39+00
C11.07	CROSS SECTIONS - STA 39+50 TO END <div>2</div>
C11.07A	CROSS SECTIONS - BLACKTAIL DRIVE - BEGIN TO END

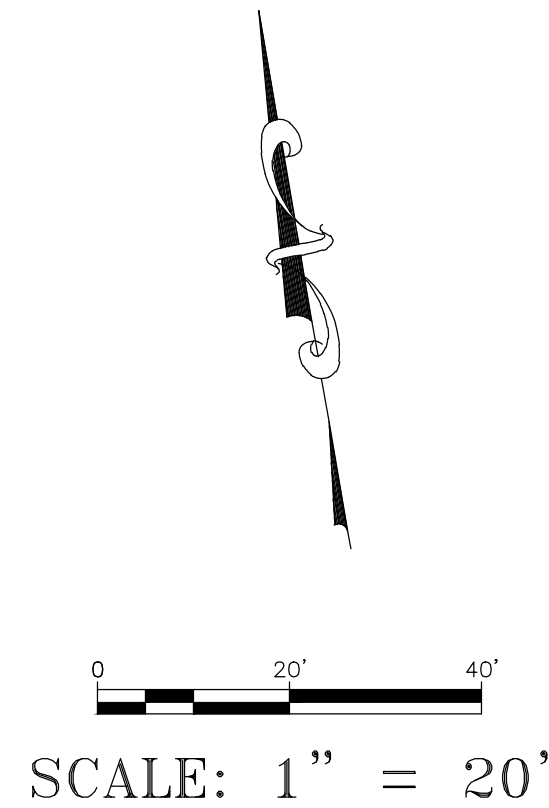


SHEET NUMBER		C0.02	
SHEET INDEX		CITY OF BASTROP AGNES STREET EXTENSION FROM STATE HIGHWAY 304 TO STERLING DRIVE	
KHA PROJECT 069786007		DATE 06/27/25	
SCALE AS SHOWN		DESIGNED BY KCH	
DRAWN BY KCH		CHECKED BY ASM	
06/27/25			
		225 E. John W. Carpenter Freeway, Suite 1100, Irving, TX 75062 PHONE: 214-420-5600 WWW.KIMLEY-HORN.COM © 2025 KIMLEY-HORN AND ASSOCIATES, INC. TEXAS REGISTERED ENGINEERING FIRM #F-928	
No.		REVISIONS	
3		UPDATE SHEET NUMBERING	
DATE		BY	
6/6/2025		SA	
9/17/2025		C80	
PROJECT NO. 069786007 / BID NO. XXX-X		Item 98.	

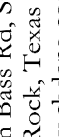








<b><u>STRIPING LEGEND:</u></b>	
1	INSTALL 6" WHITE LANE LINE
2	INSTALL ARROW (W) TYP.
3	INSTALL WORD (W) TYP.
4	INSTALL 24"x8" WHITE LINE WITH 4" SPACE (CROSSWALK)
5	INSTALL 24" STOP BAR MARKING
6	INSTALL 4" DOUBLE YELLOW LINE
7	INSTALL 8" SOLID WHITE LINE
8	INSTALL 8" DASHED WHITE LINE
9	INSTALL 8" SOLID YELLOW LINE
10	INSTALL TYPE II-A-A RAISED PAVEMENT MARKER
11	INSTALL TYPE II-C-R RAISED PAVEMENT MARKER
12	INSTALL TYPE I-C RAISED PAVEMENT MARKER
NOTE: MARKERS AND STRIPING TO COMPLY WITH DETAILS IN PLANSET.	



**Carlson, Brigrace & Doering, Inc.**

Civil Engineering   ♦   Surveying

FIRM ID #F791

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**Main Office**  
 3501 West Loop  
 Austin, Texas 78759

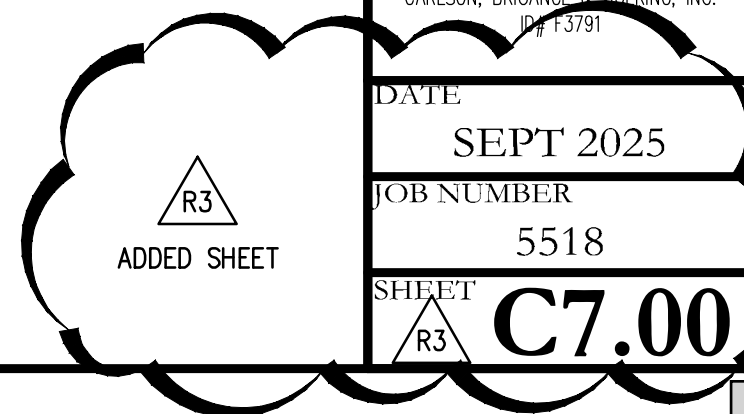
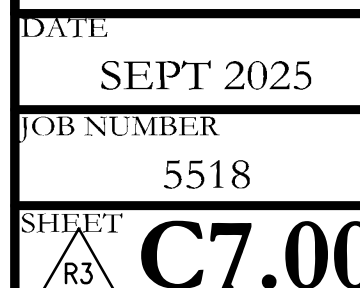
**Phone No. (512) 280-5160**  
**Phone No. (512) 280-5160**

**North Office**  
 2007 Westwood Dr.  
 Round Rock, Texas 78681

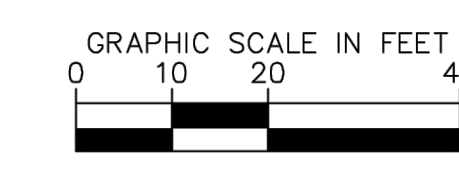
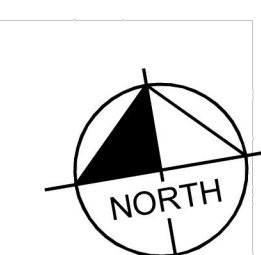
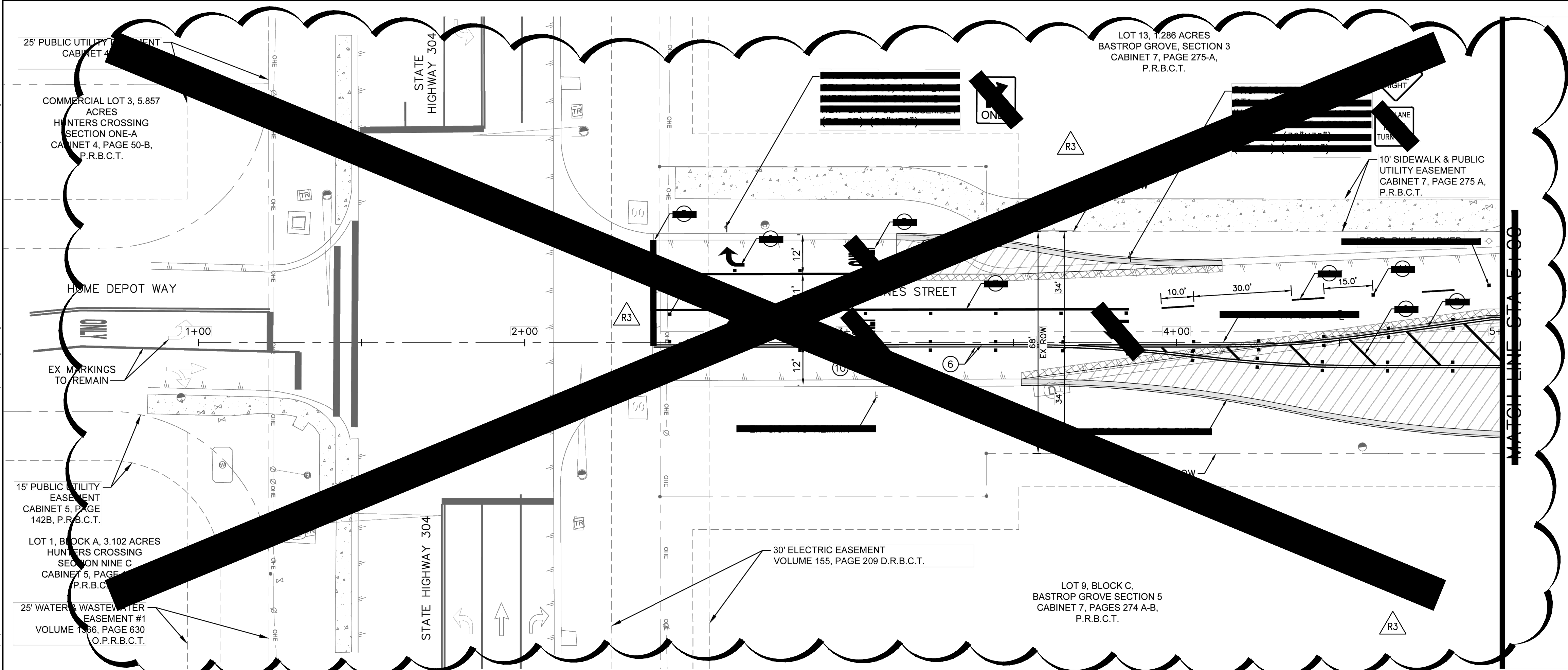
**www.cbdring.com**  
**Fax No. (512) 280-5165**

JOB NAME: AGNES STREET EXTENSION  
FROM STATE HIGHWAY 304 TO STERLING DRIVE  
PROJECT: CITY OF BASTROP

CITY OF BASTROP





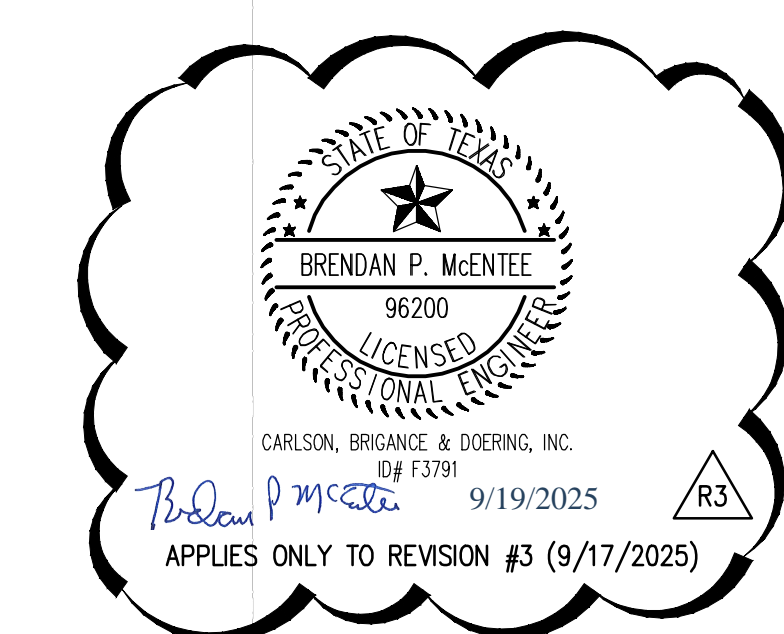
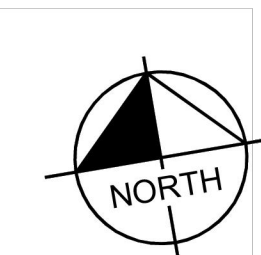


### STRIPING LEGEND

1	INSTALL 6" WHITE LANE LINE
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3	INSTALL WORD (W) TYP.
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11	INSTALL TYPE II-C-R RAISED PAVEMENT MARKER
12	INSTALL TYPE I-C RAISED PAVEMENT MARKER

## NOTES

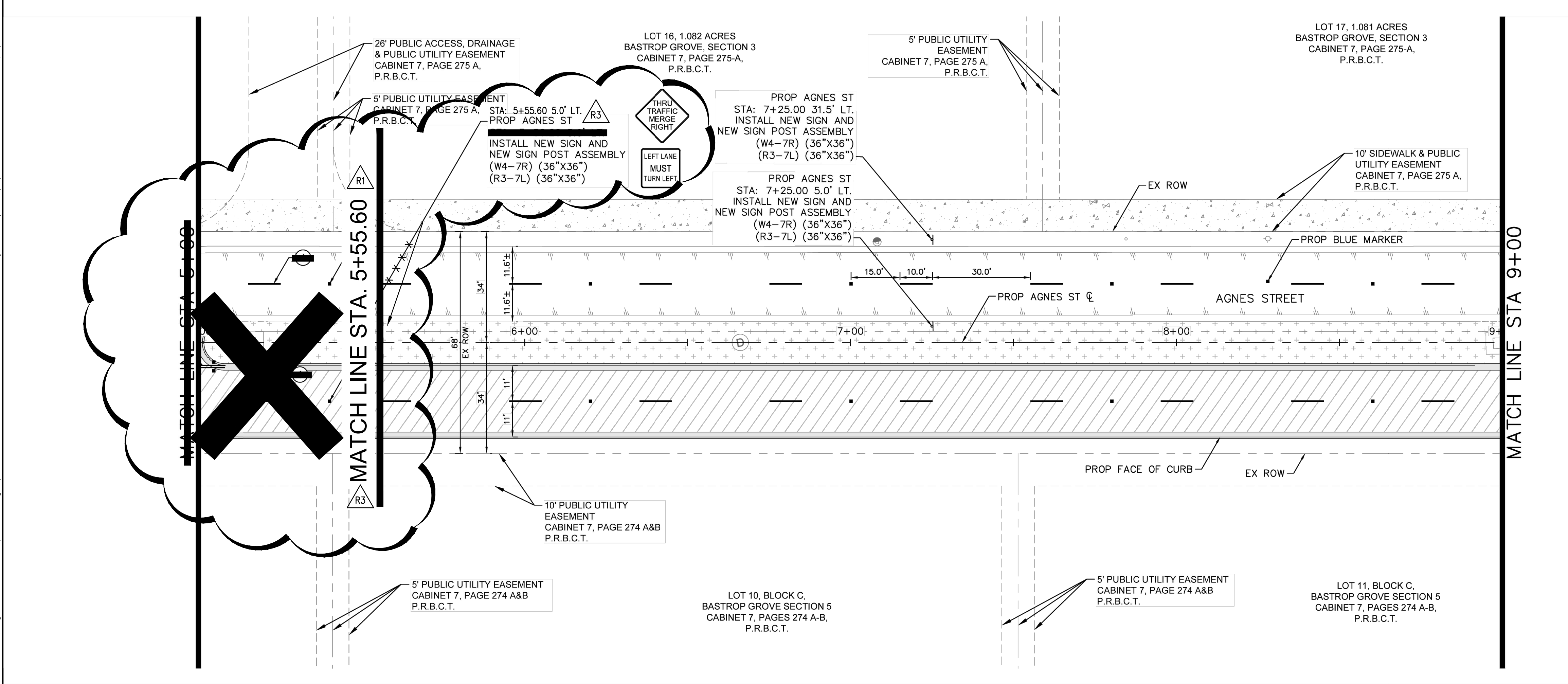
1. CONTRACTOR IS RESPONSIBLE FOR RELOCATION OF ANY SIGNS AND COORDINATION WITH THE CITY ON ANY NECESSARY MODIFICATIONS.
2. ALL EXISTING PAVEMENT MARKINGS IN CONFLICT WITH PROPOSED PAVEMENT MARKING SHALL BE REMOVED (NO SEPARATE PAY).



ISSUED FOR CONSTRUCTION  
10-7-2024



Know what's below.  
Call before you dig.



	CITY OF BASTROP PAVEMENT MARKING AND SIGNING	A GNES STREET EXTENSION FROM STATE HIGHWAY 304 TO STERLING DRIVE BEGIN TO STA 9+00	KHA PROJECT 069786007	DATED 7/15/2024	SHEET NUMBER <b>C7.01</b>	SCALE AS SHOWN	DESIGNED BY KCH	DRAWN BY KCH	CHECKED BY RMD	Ryan Delmotte Professional Engineer License No. 114242 State of Texas	7/15/2024	Kimley-Horn & Associates, Inc. 225 E. John W. Carpenter Freeway, Suite 1100, Irving, TX 75062 PHONE: 214-420-5800 WWW.KIMLEY-HORN.COM © 2024 KIMLEY-HORN AND ASSOCIATES, INC. TEXAS REGISTERED ENGINEERING FIRM #F-5228	No.	REVISIONS	DATE	BY
												F3 REMOVE PLAN VIEW (R)			9/17/2025	GBD
PROJECT NO. 069786007 / BID NO. XXXX-X Item 9B.																





Item 9B.

To: Elizabeth Wick  
City of Bastrop

Job: Agnes Street Extension

Date: 9/18/2025

Agnes Median Inlets

ITEM NO.	DESCRIPTION	U/M	QUANTITY	UNIT PRICE	AMOUNT
1	Remove Existing Blocks, grade, form/pour rip rap	EA	8	\$ 2,900.00	\$ 23,200.00
Change Order Total:					<b>\$ 23,200.00</b>

SUBMITTED BY:

Joe Bland Construction, LLC

*Andrew Batten*

By: \_Andrew Batten, Project Manager

9/18/25

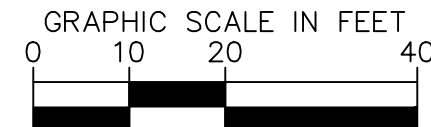
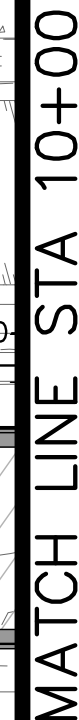
Date

ACCEPTED: City of Bastrop








By: \_\_\_\_\_

Date

9500 West Parmer Lane, Unit 1301 • Austin, Texas 78717  
(512) 821-2808 • Fax: (512) 821-2805



# LEGEND

----	EX ROW
- - - -	EX EASEMENT
----	PROP ROW
- - - -	PROP EASEMENT
=====	PROP STORM DRAIN
=====	PROP MAJOR CONTOUR
=====	PROP MINOR CONTOUR
----	EX MAJOR CONTOUR
- - - -	EX MINOR CONTOUR
	PROP CONCRETE CURB AND GUTTER
	PROP ASPHALT PAVEMENT
	PROP TURF REINFORCEMENT MAT & SEEDING
	PROP CONCRETE SIDEWALK
	PROP CONCRETE MEDIAN
	REMOVE AND REPLACE ASPHALT
	EX TREE


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  6. GLO FUNDING DOES NOT INCLUDE WATER & WASTEWATER IMPROVEMENTS

EX	EXISTING
PROP	PROPOSED
STA	STATION
EL	ELEVATION
PI	POINT OF HORIZONTAL INFLECTION
PC	POINT OF HORIZONTAL CURVATURE
PT	POINT OF HORIZONTAL TANGENCY
PRC	POINT OF HORIZONTAL REVERSE CURVATURE
PVI	POINT OF VERTICAL INFLECTION
AD	ALGEBRAIC DIFFERENCE IN GRADES
VC	VERTICAL CURVE
BVCS/ EVCS	BEGIN/END VERTICAL CURVE STATION
BVCE/ EVCE	BEGIN/END VERTICAL CURVE ELEVATION
PGL	PROPOSED GRADE LINE AT TOP OF CURB
TCE	TEMPORARY CONSTRUCTION EASEMENT
TP	TOP OF PAVEMENT

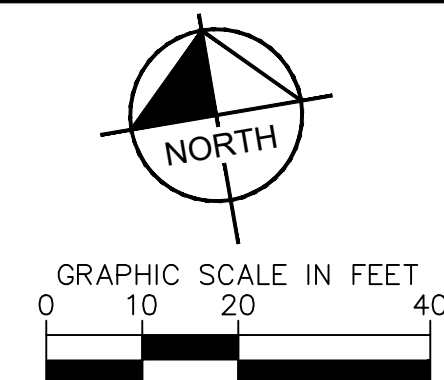
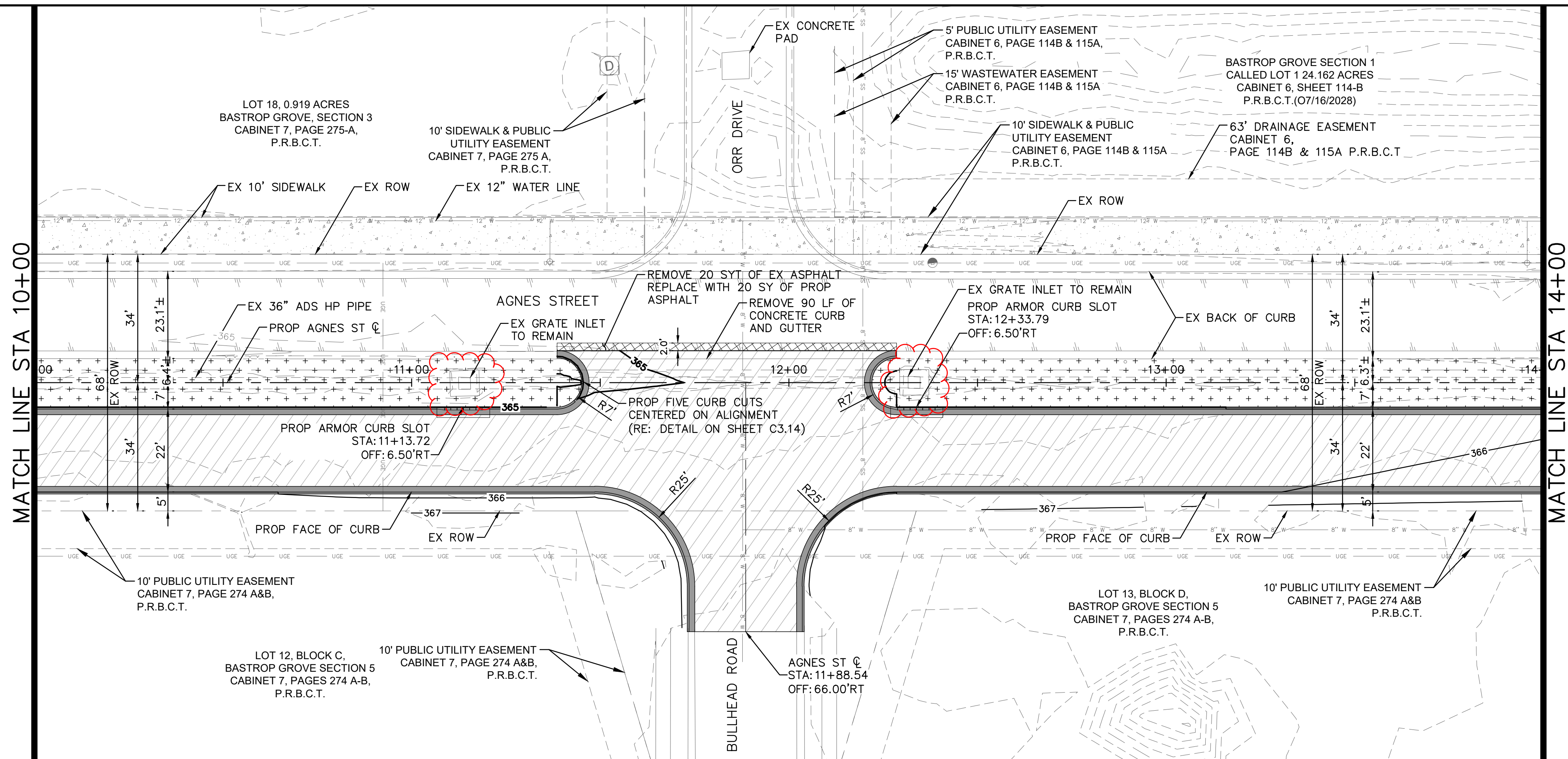
ISSUED FOR CONSTRUCTION  
10-7-2024










Know what's **below**.  
**Call** before you dig.

SHEET NUMBER <b>C3.02</b>		PAVING PLAN AND PROFILE STA 6+00 TO STA 10+00		<b>CITY OF BASTROP</b> AGNES STREET EXTENSION FROM STATE HIGHWAY 304 TO STERLING DRIVE		KHA PROJECT 069786007 DATE 7/15/2024 SCALE AS SHOWN DESIGNED BY KCH DRAWN BY KCH CHECKED BY RMD		7/15/2024 		<b>Kimley»Horn</b> 225 E. John W. Carpenter Freeway, Suite 1100, Irving, TX 75062 P.O. Box 10000 WWW.KIMLEY-HORN.COM © 2024 KIMLEY-HORN AND ASSOCIATES, INC. TEXAS REGISTERED ENGINEERING FIRM #F-928		No.	REVISIONS	DATE	BY
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# LEGEND

----	EX ROW
- - - -	EX EASEMENT
=====	PROP ROW
- - - -	PROP EASEMENT
=====	PROP STORM DRAIN
=====	PROP MAJOR CONTOUR
=====	PROP MINOR CONTOUR
-----	EX MAJOR CONTOUR
- - - -	EX MINOR CONTOUR
	PROP CONCRETE CURB AND GUTTER
	PROP ASPHALT PAVEMENT
	PROP TURF REINFORCEMENT MAT & SEEDING
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	PROP CONCRETE MEDIAN
	REMOVE AND REPLACE ASPHALT
	EX TREE

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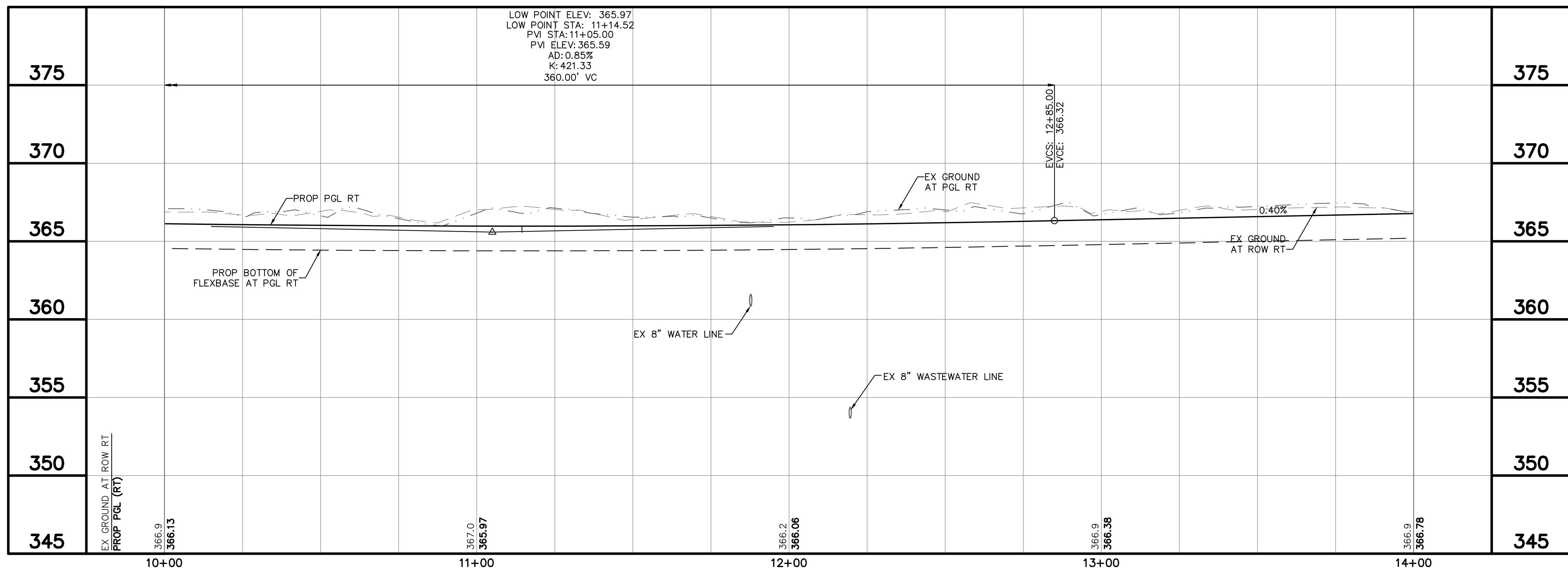


KHA PROJECT	DATE	SCALE	AS SHOWN
069786007	7/15/2024	DESIGNED BY	KCH
		DRAWN BY	KCH
		CHECKED BY	RMD

**CITY OF BASTROP**  
**AGNES STREET**  
**EXTENSION**  
**FROM STATE HIGHWAY 304**  
**TO STERLING DRIVE**

# PAVING PLAN AND PROFILE STA 10+00 TO STA 14+00

SHEET NUMBER  
**C3.03**



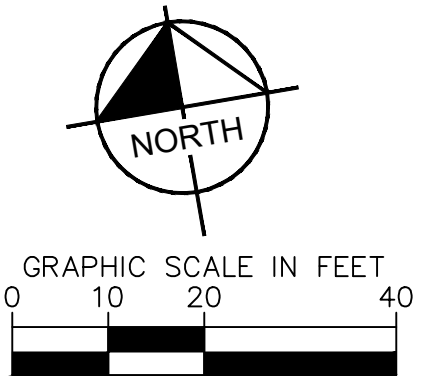
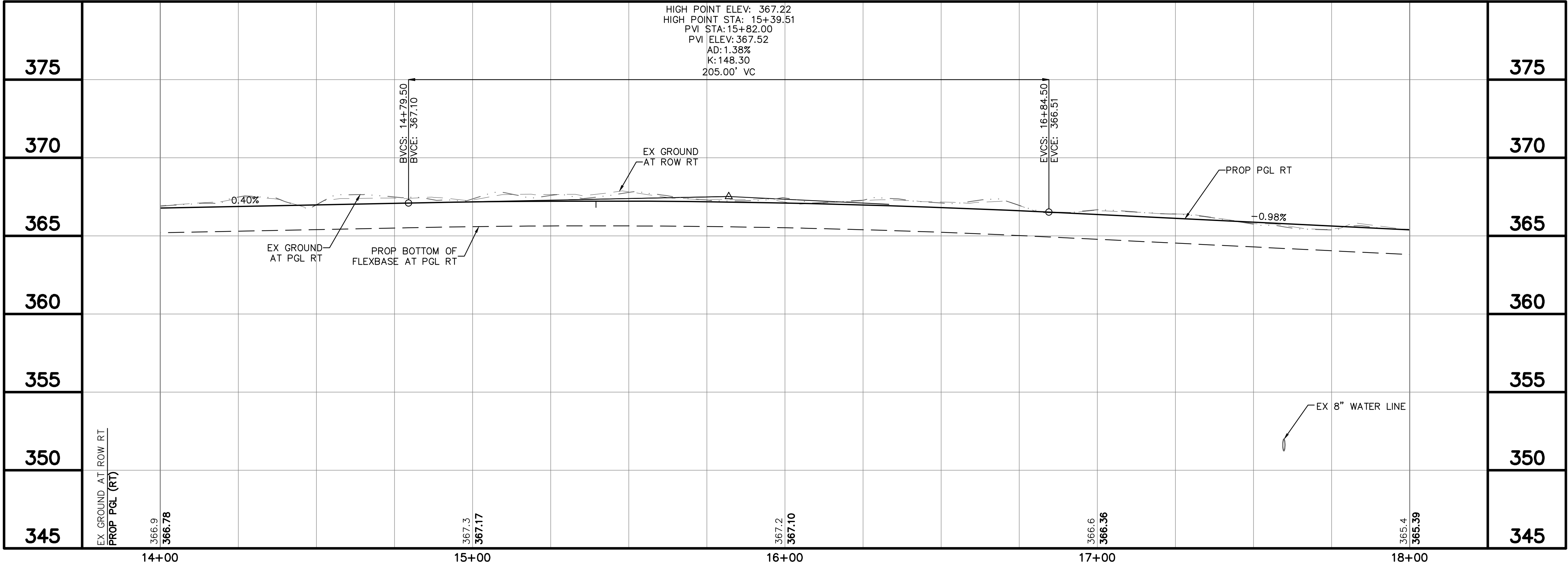
ISSUED FOR CONSTRUCTION  
10-7-2024



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Plotted By: J. Keaton, July 15, 2024 04:34:05pm K:\pc\_civil\069786007-bastrop-agnes-gro\CADD\PlanSheets\PAVING-STA 24+00 TO STA 34+00.dwg  
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LEGEND	
---	EX ROW
---	EX EASEMENT
---	PROP ROW
---	PROP EASEMENT
---	PROP STORM DRAIN
---	PROP MAJOR CONTOUR
---	PROP MINOR CONTOUR
---	EX MAJOR CONTOUR
---	EX MINOR CONTOUR
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---	PROP CONCRETE MEDIAN
---	REMOVE AND REPLACE ASPHALT
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ISSUED FOR CONSTRUCTION  
10-7-2024



Item 9B

PROJECT NO. 069786007 / BID NO. XXX-X

Kimley»Horn

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TEXAS REGISTERED ENGINEERING FIRM #9-928

7/15/2024

STATE OF TEXAS  
RYAN DELMOTTE  
114242  
LICENSED PROFESSIONAL ENGINEER

KHA PROJECT  
069786007

DATE  
7/15/2024

SCALE  
AS SHOWN

DESIGNED BY  
KCH

DRAWN BY  
KCH

CHECKED BY  
RMD

CITY OF BASTROP

AGNES STREET

EXTENSION

FROM STATE HIGHWAY 304

TO STERLING DRIVE

PAVING

PLAN AND PROFILE

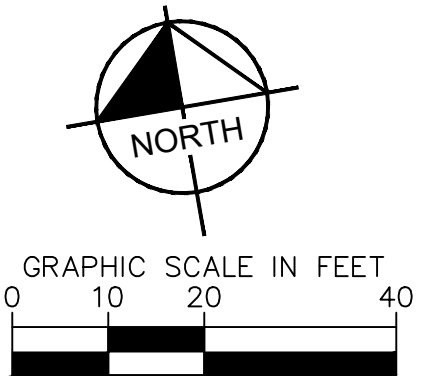
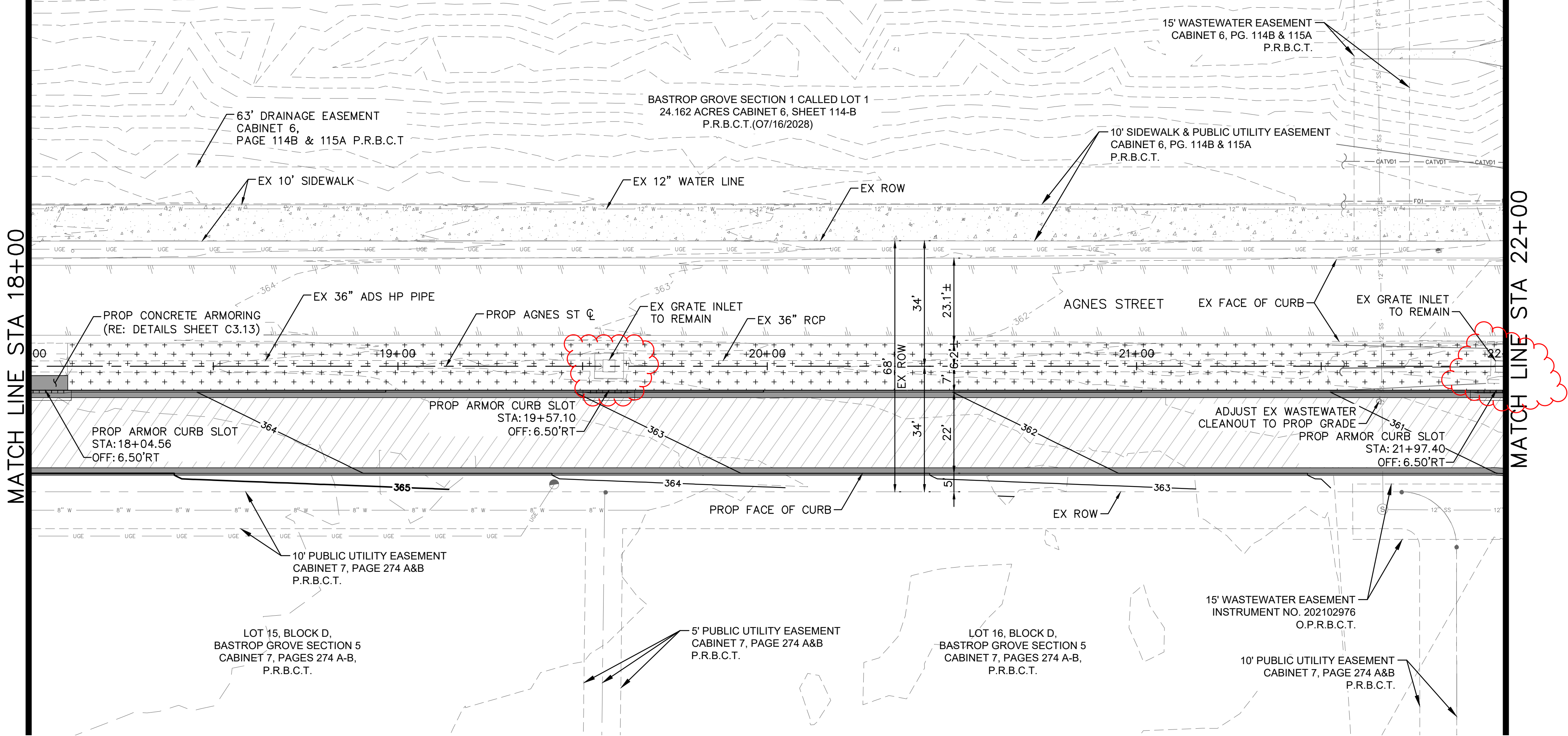
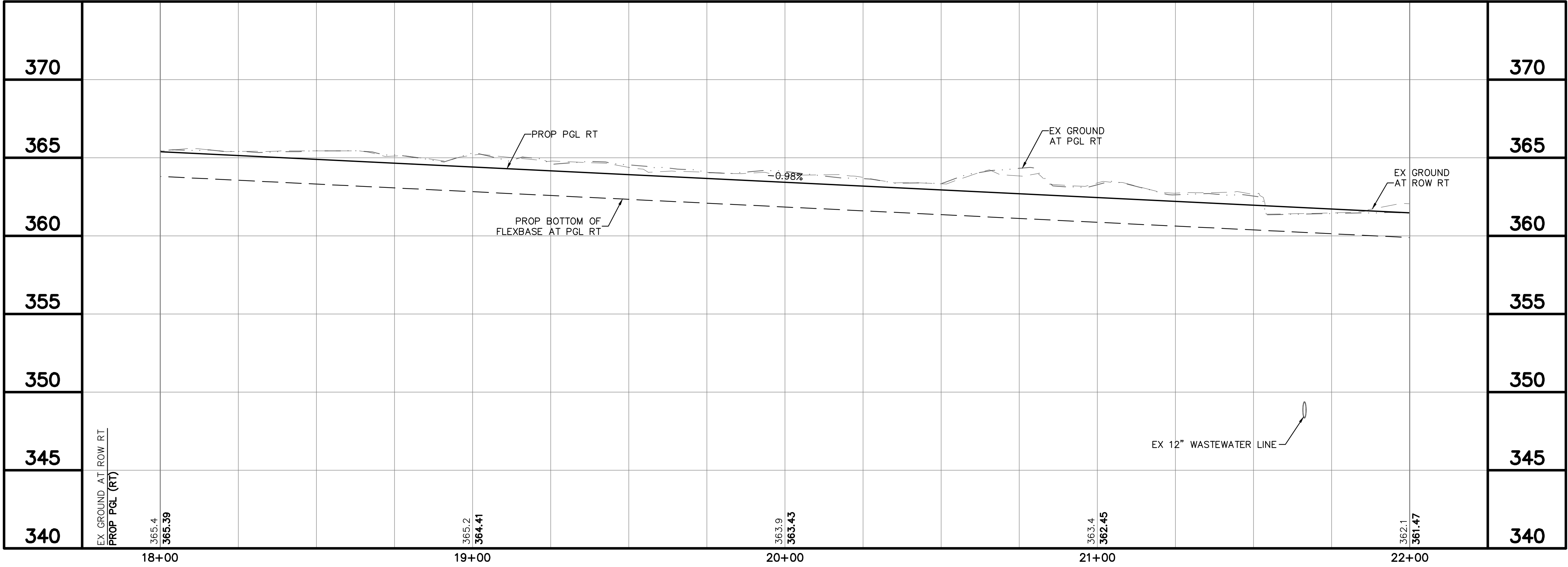
STA 14+00 TO STA 18+00

SHEET NUMBER

C3.04



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LEGEND	
	EX ROW
	EX EASEMENT
	PROP ROW
	PROP EASEMENT
	PROP STORM DRAIN
	PROP MAJOR CONTOUR
	PROP MINOR CONTOUR
	EX MAJOR CONTOUR
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10-7-2024



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PROJECT NO. 069786007 / BID NO. XXX-X

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7/15/2024

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BY

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KHA PROJECT

069786007

DATE

7/15/2024

SCALE

AS SHOWN

DESIGNED BY

KCH

DRAWN BY

KCH

CHECKED BY

RMD

**CITY OF BASTROP**

**AGNES STREET**

**EXTENSION**

**FROM STATE HIGHWAY 304**

**TO STERLING DRIVE**

**PAVING**

**PLAN AND PROFILE**

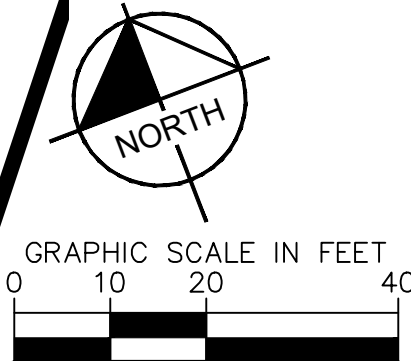
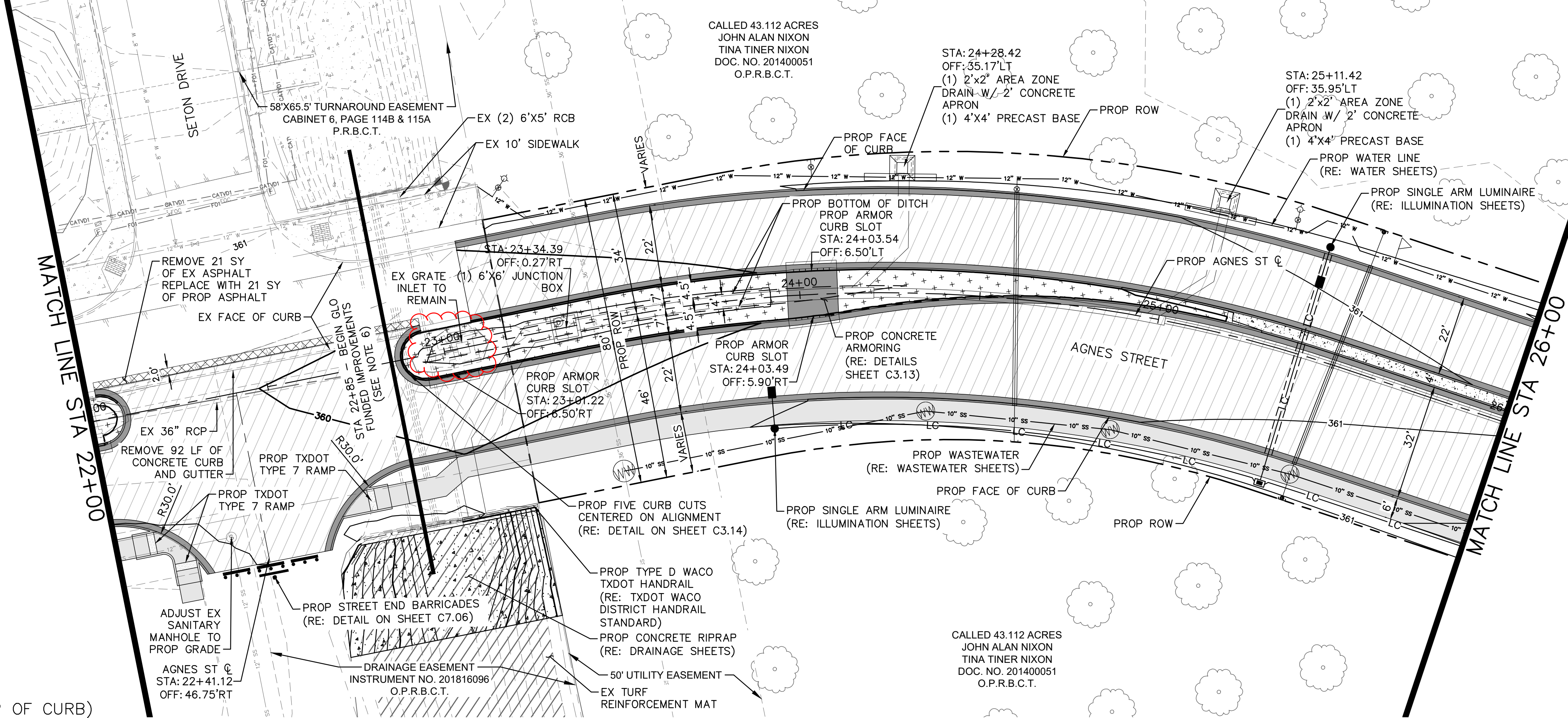
**STA 18+00 TO STA 22+00**

SHEET NUMBER

**C3.05**



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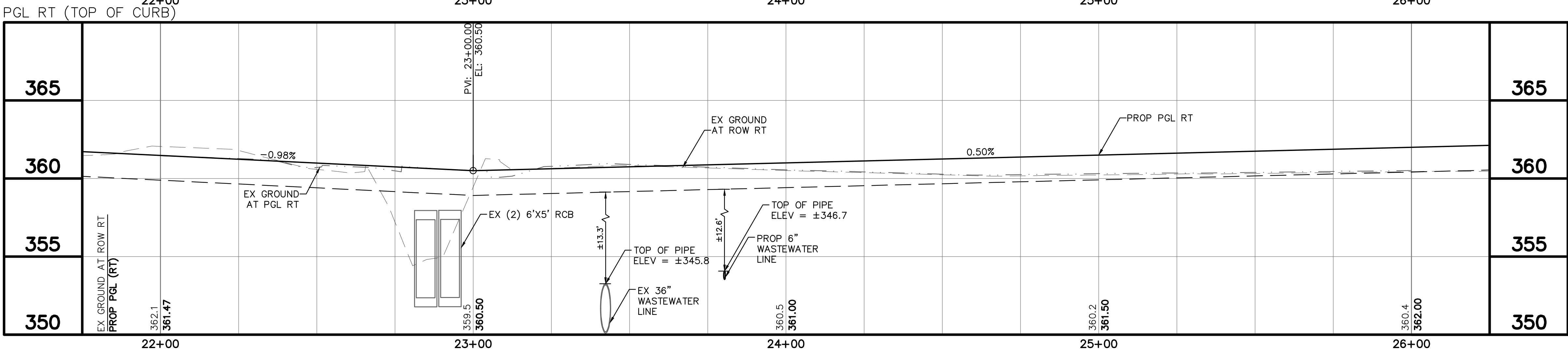
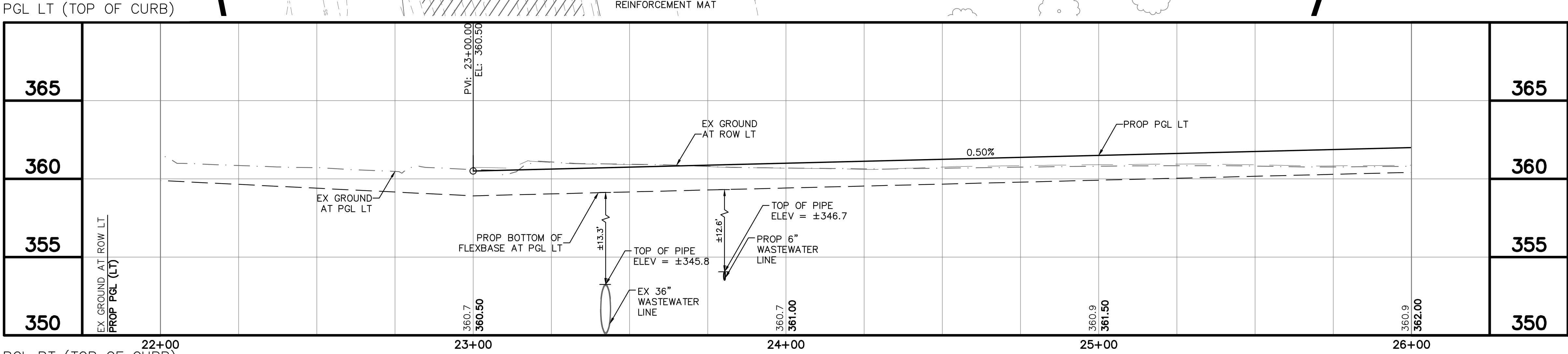
LEGEND	
	EX ROW
	EX EASEMENT
	PROP ROW
	PROP EASEMENT
	PROP STORM DRAIN
	PROP MAJOR CONTOUR
	PROP MINOR CONTOUR
	EX MAJOR CONTOUR
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EX	EXISTING
PROP	PROPOSED
STA	STATION
EL	ELEVATION
PI	POINT OF HORIZONTAL INFLECTION
PC	POINT OF HORIZONTAL CURVATURE
PT	POINT OF HORIZONTAL TANGENCY
PRC	POINT OF HORIZONTAL REVERSE CURVATURE
PVI	POINT OF VERTICAL INFLECTION
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VC	VERTICAL CURVE
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BYCE/ EVCE	BEGIN/END VERTICAL CURVE ELEVATION
PGL	PROPOSED GRADE LINE AT TOP OF CURB
TCE	TEMPORARY CONSTRUCTION EASEMENT
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ISSUED FOR CONSTRUCTION  
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PROJECT NO. 069786007 / BID NO. XXX-X

Item 9B

DATE

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CITY OF BASTROP  
AGNES STREET  
EXTENSION  
FROM STATE HIGHWAY 304  
TO STERLING DRIVE

PAVING  
PLAN AND PROFILE  
STA 22+00 TO STA 26+00

SHEET NUMBER  
C3.06