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**February 10, 2026**  
**Regular 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** - Joshua Dworaczyk and Ivany Monroy-Campos, students from Creekside Middle School

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

**3. INVOCATION** - Pastor Doug DeShay

**4. PRESENTATIONS**

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

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

4C. City Manager's Report

1. Bastrop Day of Giving

4D. PROCLAMATION - Black History Month

**5. WORK SESSIONS/BRIEFINGS**

**6. STAFF AND BOARD REPORTS**

**7. CITIZEN COMMENTS**

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

**8. CONSENT AGENDA**

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

8A. Consider and act on Resolution No. 2026-19, amending the Master Fee Schedule, General Provisions - Bastrop Building Block (B<sup>3</sup>) Code, amending the fee category title to "Development Fees", and adopting a fee structure for the recordation of Agreements at the Bastrop County Clerk's Office, as attached in Exhibit A.

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

8B. Consider and act on the second reading of Resolution No. R-2026-14, approving the Bastrop Economic Development Corporation's expenditure for a Hospital Feasibility Study in an amount not to exceed fifty-two thousand five hundred dollars (\$52,500); authorizing the City Manager to execute all necessary documents; repealing all resolutions in conflict; and establishing an effective date.

Submitted by: Angela Ryan, BEDC Operations Manager, CEcD

8C. Consider and act on Resolution No. 2026-24 of the City Council of the City of Bastrop, Texas, approving a Funding Agreement between the Bastrop Economic Development Corporation and the City of Bastrop for purchase of 804 Water Street; authorizing the City Manager to execute all necessary documents; repealing all resolutions in conflict; and establishing an effective date.

Submitted by: Angela Ryan, BEDC Operations Manager, CEcD

- 8D. Consider and act on the first reading of Resolution No. 2026-23 of the City Council of the City of Bastrop, Texas, approving an expenditure by the Bastrop Economic Development Corporation of Five Hundred Twenty-Five Thousand Dollars (\$525,000.00) for the purchase of real property; authorizing the City Manager to execute all necessary documents; repealing all resolutions in conflict; establishing an effective date; and move to include on February 24, 2026 City Council Consent Agenda for second reading.

Submitted by: Angela Ryan, BEDC Operations Manager, CEcD

- 8E. Consider action to approve Resolution No. R-2026-25 of the City Council of the City of Bastrop, Texas, that approves the City of Bastrop Police Department to apply for a grant from the Texas Public Safety Office (PSO) for seventeen thousand, seven hundred fifty dollars and fifty six cents (\$17,750.56) for eight (8) new Body Worn Cameras, with 25% matching funds from the City of Bastrop if approved in Fiscal Year 2026; authorizing the Chief of Police as the grantee's authorized official.

Submitted by: Vicky Steffanic, Chief of Police

- 8F. Consider action to approve Resolution No. R-2026-26 of the City Council of the City of Bastrop, Texas, that approves the City of Bastrop Police Department to apply for a grant from the Department of Justice (JAG) for twenty thousand dollars (\$20,000) and zero cents for a Mental Health and Wellness continuous training program that includes workshops, quarterly training and retirement readiness with no matching funds from the City of Bastrop; authorizing the Chief of Police as the grantee's authorized official.

Submitted by: Vicky Steffanic, Chief of Police

- 8G. Consider and act on Resolution No. R-2026-27, approving to extend the term of the current Bank Depository Agreement with First National Bank of Bastrop, from January 31, 2026 until January 31, 2027.

Submitted by: Laura Allen, Assistant Finance Director

- 8H. Consider and act on Resolution No. R-2026-29, approving the acquisition of a permanent waterline easement; permanent wastewater easement; a fee simple acquisition for a Right-Of-Way expansion; and three temporary construction easements; along FM 969 and Blakey Lane, in the City of Bastrop; authorizing the City Manager to execute a Purchase & Sale Agreement and all other necessary documents for the acquisition of said property as described in Exhibits A-F; for the amount of eight hundred thirty-six thousand six hundred ten and no/100 (\$836,610.00).

Submitted by: Andres Rosales, Assistant City Manager

- 8I. Consider action to approve Resolution No. R-2026-28 of the City Council of the City of Bastrop, Texas, confirming annual board appointments of the Mayor, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date.

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

- 8J. Consider and act to approve the Bastrop City Council minutes from the January 27, 2026, Regular Meeting.

Submitted by: Victoria Psencik, Assistant City Secretary, TRMC

## 9. ITEMS FOR INDIVIDUAL CONSIDERATION

9A. A. Consider and act on the second reading of Ordinance No. 2026-03, authorizing the appointment of Carly Power as Associate Municipal Judge of the City of Bastrop Municipal Court for a 2-year term effective February 10, 2026.

B. Swearing Oath of Office of Incoming Associate Judge Carly Power by The Honorable Chris Duggan, State District Judge, District 423.

Submitted by: Andres Rosales, Assistant City 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 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: February 4, 2026 at 5:00 p.m. and remained posted for at least two hours after said meeting was convened.

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





# STAFF REPORT

**MEETING DATE:** February 10, 2026

**TITLE:**  
Mayor's Report

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

**POLICY EXPLANATION:**

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

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

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

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



# STAFF REPORT

**MEETING DATE:** February 10, 2026

**TITLE:**

Council Members' Report

**AGENDA ITEM SUBMITTED BY:**

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

**POLICY EXPLANATION:**

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

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

(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:** February 10, 2026

**TITLE:**

City Manager's Report

**AGENDA ITEM SUBMITTED BY:**

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

**POLICY EXPLANATION:**

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

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

(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.

# Proclamation



**WHEREAS**, the origins of Black History Month can be traced to the scholar Dr. Carter G. Woodson, who founded the Association for the Study of African American Life and History in 1915, recognizing that African Americans have played a central role in shaping our nation’s history, yet for far too long their contributions were overlooked or minimized and the injustices they endured ignored; and

**WHEREAS**, in 1926, Dr. Woodson—known as the “Father of Black History”—established a yearly celebration, originally called Negro History Week, to correct these omissions and ensure the accurate teaching of history, a movement that was officially recognized as Black History Month by presidential designation in 1976; and

**WHEREAS**, the 2026 Black History Month theme, “A Century of Black History Commemorations,” honors the 100-year legacy of organized efforts to preserve, celebrate, and elevate Black history, culture, and achievements, while inspiring future generations to continue this important work; and

**WHEREAS**, African Americans have served with courage and distinction in every American conflict, from the Revolutionary War to the present day, and during World War II alone, more than 2.5 million Black men registered for the draft and served despite discrimination and segregation, contributing to every branch of the Armed Forces; and

**WHEREAS**, Black service members demonstrated extraordinary valor, including the members of the segregated 92nd Infantry Division and the legendary Tuskegee Airmen, whose bravery and excellence earned them numerous honors and helped challenge discriminatory practices within the military; and

**WHEREAS**, World War II marked a turning point in race relations within the Armed Forces, leading to President Harry S. Truman’s 1948 order to desegregate the military and ensure equality of treatment and opportunity regardless of race, color, religion, or national origin; and

**WHEREAS**, African Americans have made lasting contributions in every field, including education, science, government, medicine, business, arts, sports, and civil rights, shaping the cultural, social, and economic fabric of our nation and communities;

**NOW, THEREFORE, I**, Ishmael Harris, Mayor of the City of Bastrop, do hereby proclaim the month of February 2026 as:

## **BLACK HISTORY MONTH**

in the City of Bastrop, and, along with the members of the City Council, encourage all residents, businesses, schools, churches, and visitors to join in celebrating Black History Month through educational programs, cultural events, and activities that honor the legacy, achievements, and contributions of African Americans.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas, to be affixed this 10<sup>th</sup> day of February 2026.

**CITY OF BASTROP, TEXAS**

Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary





# STAFF REPORT

**MEETING DATE:** February 10, 2026

**TITLE:**

Consider and act on Resolution No. 2026-19, amending the Master Fee Schedule, General Provisions - Bastrop Building Block (B<sup>3</sup>) Code, amending the fee category title to “Development Fees”, and adopting a fee structure for the recordation of Agreements at the Bastrop County Clerk’s Office, as attached in Exhibit A.

**AGENDA ITEM SUBMITTED BY:**

Vivianna Nicole Andres, Assistant to the City Manager

**BACKGROUND/HISTORY:**

The City of Bastrop is proposing to adopt a new fee structure that will allow the city to pass through the costs associated with recording various development agreements at the Bastrop County Clerk's Office.

The proposed fee structure mirrors the currently adopted plat recordation fee structure.

Plat Recordation with the County	\$150 + fees charged by the County
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Additionally, the City of Bastrop has nine adopted focus areas to guide Council and Staff policy decisions. Focus area number four is “Fiscal Responsibility,” which is defined as:

*“Manage resources in a responsible and efficient manner aligned with the city's strategic goals by minimizing financial burdens to residents.”*

The adoption of this fee structure will meet the intent of the Fiscal Responsibility Focus Area.

The proposed changes are as follows:

**~~BASTROP BUILDING BLOCK (B<sup>3</sup>) CODE~~ DEVELOPMENT FEES**

Agreement Recordation with the County	\$150 + fees charged by the County
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**RECOMMENDATION:**

Move to approve Resolution No. 2026-19, amending the Master Fee Schedule, General Provisions - Bastrop Building Block (B<sup>3</sup>) Code, amending the fee category title to “Development Fees”, and adopting a fee structure for the recordation of Agreements at the Bastrop County Clerk’s Office.

**ATTACHMENTS:**

1. Resolution No. 2026-19
2. Exhibit A: Redline Master Fee Schedule
3. Exhibit B: Final Master Fee Schedule



**RESOLUTION NO. R-2026-19**

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS, AMENDING THE MASTER FEE SCHEDULE, GENERAL PROVISIONS - BASTROP BUILDING BLOCK (B<sup>3</sup>) CODE, AMENDING THE FEE CATEGORY TITLE TO “DEVELOPMENT FEES”, AND ADOPTING A FEE STRUCTURE FOR THE RECORDATION OF AGREEMENTS AT THE BASTROP COUNTY CLERK’S OFFICE, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Bastrop (the “City”) is a home-rule municipality located in Bastrop County, Texas; and

**WHEREAS,** the City of Bastrop (the “City”) has established by ordinance and resolution certain fees for licenses, permits, and services provided by the City; and

**WHEREAS,** the City has conducted a review of certain fees for licenses, permits, and services provided by the City related to fees associated with various development processes; and

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

**WHEREAS,** the Bastrop City Council has determined that the changes recommended are in the best interest of the City and its citizens and should be adopted.

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

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

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

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

**Section 4. Severability:** Should any portion or part of this Resolution be held invalid for any reason or unenforceable by a court of competent jurisdiction, the

same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

**Section 5. Effective Date:** This Resolution shall take effect immediately from and after its passage.

**Section 6. Proper Notice & Meeting:** The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 10th day of February 2026.**

**APPROVED:**

by: \_\_\_\_\_  
Ishmael Harris, Mayor

**ATTEST:**

\_\_\_\_\_  
Michael Muscerello, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

Denton Navarro Rocha Bernal & Zech, P.C.





**CITY OF BASTROP**  
**MASTER FEE SCHEDULE**

**FY 2025**

**Adopted March 11, 2025, by Ordinance No. 2025-16**

**Updated**

June 17, 2025

October 21, 2025

January 13, 2026

**February 10, 2026**

## EXHIBIT A

Item 8A.

Residential Electric Deposit	\$200
Residential Water Deposit	\$75
Commercial Deposit	Twelve (12) months avg x two (2), plus fifteen (15)%
<i>Temporary Deposit follows same rules for Residential and commercial above</i>	
Temporary Services – nonrefundable fee	\$50

Solid Waste Deposit	\$50
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Deferred Payment Plan – Administration Fee	\$25
New Application Fee	\$50
Disconnect Fee	\$50
Reconnect Fee	\$50
After Hours Reconnect Fee	\$75
Trip Fee – Investigation during regular business hours	\$50
Trip Fee – Investigation after hours	\$100
Miscellaneous Service Fee	\$50
Meter Re-reading Fee	\$25
Meter Inaccessible Fee	\$25
Transfer of Service Fee (per account)	\$20
Returned Check Fee	Actual cost
Meter Testing Fee – unless City initiated	Actual cost + \$25 fee
Tampering with City Meter Charge – Actual costs could include cost of actual amounts of service used without City authorization, and cost associated with investigating the tampering claim.	Minimum \$500 or actual damages or both

Reclaimed Water for Irrigation – per 1,000 gallons	\$5, Minimum \$5
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Reclaimed Water – Cost related to permitting, inspecting and application	
Application Fee	\$150
Resubmission/application review Fee	\$50
Volume Charges per 1,000 gallons	\$5
Engineering and other Professional Services	Actual Costs
Security Deposit	\$500

Description	Amount of fee/Dep
Attachments to Utility Facilities Fees and Charges	
Pre-Permit Survey Fee	\$50 per hour
Make-Ready Charges	\$50 per hour
Annual Pole Attachment Fee	\$10 per pole
Annual Conduit Attachment Fee	\$2.50 per linear foot
Inspection Fee	\$50 per hour
Unauthorized Attachment Penalty Fee	\$30 per occurrence
Failure to Tag Penalty	\$5 per occurrence
Failure to Move/Remove Facilities Penalty	\$5

## **BASTROP BUILDING BLOCK (B<sup>3</sup>) CODE DEVELOPMENT FEES**

Description	Amount of fee/Dep
Administration fee (per application, included in fees below unless otherwise noted)	5% of application fee
Completeness Check (per application review)	\$250

Technology Fee (per application, included in fees below)	\$6
Meeting Re-Notification, if required by applicant action	\$500
Appeal of Administrative Decision	\$531
Appeal of Board/Commission Decision	\$531
Misc. Administrative Plan Review	\$531
Warrant Determination	\$60
Misc Plan Review	50% of original review fee
<u>Agreement Recordation with the County</u>	<u>\$150 + fees charged by the County</u>
<b>Subdivision</b>	
Preliminary Plat Review (plus 5% administration fee)	\$1706 + \$125 per acre
Final Plat Review (plus 5% administration fee)	\$1,281 + \$125 per acre
Amended/Administrative Plat Review (plus 5% administration fee)	\$1,281 + \$25 per acre
Replat Review (plus 5% administration fee)	\$1,281 + \$125 per acre
Plat Vacation Review	\$1,345
Public Improvement Plan Review	\$5,256 minimum + all professional fees*
Single Improvement Public Improvement Plan Review	\$1,345
Public Improvement Plan Amendment Review	\$1,345
Public Improvement Inspections – First 100 acres	\$1500 per acre
Public Improvement Inspections – Next 150 acres	\$750 per acre
Public Improvement Inspections – All additional acres over 250 acres	\$325 per acre
Erosion and Sedimentation Controls	\$1.00 per linear foot
Public Infrastructure	\$4.00 per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater, etc.)
Public Improvement Reinspection Fee	\$150.00 per hour
*Public Improvement Inspection Fee Credit: If the City determines that there has been an overpayment of total inspection fees paid in connection with a particular development application for a project, such that the total Inspection Fees paid exceeds the actual cost incurred by the City for completing the inspections for that particular application, then the City will retain and apply such excess amount as a credit toward any applicable Inspection Fees owed to the City for future development applications in the series of applications for the same project.	
Public Improvement Plan Agreement Review	\$3,156 + all professional fees*
Conceptual Drainage Plan Review	\$1,266
Preliminary Drainage Plan Review	\$2,421
Final Drainage Plan Review	\$1,581
Preliminary Infrastructure Plan Review	\$2,001
Subdivision Variance Review	\$3,681
Plat Recordation with the County	\$150 + fees charged by the County
Platting Exemption Determination	\$50
License Agreement Review	\$3,156, plus professional fees*
Land Disturbance Permit	\$216
License to Encroach Review, Easement	\$531, plus professional fees*
License to Encroach Review, Right-of-Way	\$794, plus professional fees*



**CITY OF BASTROP**  
**MASTER FEE SCHEDULE**

**FY 2025**

**Adopted March 11, 2025, by Ordinance No. 2025-16**

**Updated**

June 17, 2025  
October 21, 2025  
January 13, 2026  
February 10, 2026

**GENERAL PROVISIONS**

Item 8A.

**Records Management Program**

Description	Amount of Fee/Deposit
<b>Charges for printing copies for public information</b>	
Standard size paper copy (per printed page)	\$0.10
Nonstandard copy – JAZ drive	Actual Cost
Nonstandard copy – other electronic media	Actual Cost
Non-standard-size copy-Paper (each printed page)	\$.50
Non-standard-size copy-Other	Actual Cost
Personnel Charge per hour	17.50
Overhead charge-20% of personnel charge	Actual
Remote document retrieval charge	Actual Cost
Computer resource charge: Client/server-per minute	\$1.00
Computer resource charge-PC or LAN-per minute	\$.50
Programming time charge-per hour	\$28.50
Miscellaneous supplies	Actual Cost
Postage and shipping charge	Actual Cost
Fax charge-Local per page	\$.10
Fax charge-long distance- same area code-per page	\$.50
Fax charge-long distance-different area code-per page	\$1.00
Other costs	Actual Cost

The Office of Attorney General adopts rules for use by governmental body in determining charges under Texas Government Code, Chapter 552 Subchapter F.

**Investigations**

Description	Amount of Fee/Deposit
Penalty for contempt in failing or refusing to obey City Council's subpoena or to produce an such books, papers, or other evidence pursuant to a council investigation under Bastrop Charter 3.11	\$500



## Parks and Recreation

Item 8A.

<b>20% Discount for City of Bastrop Residents</b>	
<b>Description</b>	<b>Amount of Fee/Deposit</b>
<b>Noncommercial/Non-Profit fees and deposits</b>	
Pavilions (including BBQ pits when available) and concession stand. Schedule for noncommercial/non-profit fees and deposits for the pavilions located in Fisherman's Park, Bob Bryant Park, Kerr Park, and Hunter's Crossing Park.	
Less than 100 Patrons	\$50.00/\$50.00 Per 4-hour block
101-200 Patrons	\$100.00/\$150.00 Per 4-hour block
201-300 Patrons	\$150.00/\$250.00 Per 4-hour block

Concession Stands (The concession stand at the splash pad may only be reserved by youth (17 and under). Parent or guardian adult supervision is required. Other fees, including vendor and/or permit fee may apply.	\$0.00/\$50.00
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<b>Multipurpose fields</b>	
Schedule for non-commercial/non-profit fees and deposits for multipurpose fields in Fisherman's Park, Bob Bryant Park and Hunter's Crossing Park.	
Less than 100 Patrons	\$50.00/\$100.00 Per 4-hour block
101-300 Patrons	\$75.00/\$150.00 Per 4-hour block
301-500 Patrons	\$100.00/\$200.00 Per 4-hour block
<b>Additional Park amenities fees for non-commercial use</b>	
Softball fields -daily/practice use	\$20.00 per hour/\$50.00 flat fee
Softball fields-additional lighting (6-10 pm)	\$10.00 per hour
Softball fields-tournament use	\$150.00 per day/\$100.00 flat fee
Softball fields-tournament use-additional lighting (6-10pm)	\$10.00 per hour
Sand volleyball court (no lighting available)	\$40.00 per 4-hour block
Pier/scenic outlook	\$40.00 per 4-hour block
Pier/scenic outlook-seating at additional cost	\$2.00 per chair
Tennis/Pickleball & Basketball courts	\$4.00 per 4-hour block
Tennis/Pickleball & Basketball courts-limited lighting available	\$10.00 per hour (6-10 pm)
Disc Golf Tournaments	\$125 (100 players); \$2.00 per player after 100
Additional equipment required	Standard FEMA rates apply
Barricades – Type I	\$3.00 each
Barricades – Type II	\$10.00 each
Barricades – Type III	\$20.00 each
Cones 24-36 inches	\$1.00 each
Cones 48 inches	\$2.00 each
<b>Commercial/For Profit fees and deposits:</b>	
Pavilions (including BBQ pits when available). Schedule for commercial/for profit use fees and deposits for the pavilions located	

in Fisherman's Park, Bob Bryant Park, Kerr Park, and Hunter's Crossing Park.	
Less than 100 patrons	\$100.00/\$200.00 Per 4-hour block
101-200 patrons	\$200.00/\$300.00 Per 4-hour block
201-300 patrons	\$300.00/\$400.00 Per 4-hour block
Greater than 300	Special event permit required
<b>Multipurpose fields</b>	
Schedule for commercial/for profit use fees and deposits for the multipurpose fields in Fisherman's Park, Bob Bryant Park, Kerr Park, and Hunter's Crossing Park.	
0-100 patrons	\$100.00/\$200.00 Per 4-hour block
101-200 patrons	\$250.00/\$400.00 Per 4-hour block
201-500 patrons	\$400.00/\$600.00 Per 4-hour block
<b>Additional Park amenities fees commercial/for profit use.</b>	
Softball fields-daily practice use	\$30.00 per hour/\$100.00 Dep
Softball fields-additional lighting (6-10pm)	\$10.00 per hour
Softball fields-tournament use	\$250.00 per day/\$200.00 Dep
Sand volleyball court – 4-hour block (no lighting)	\$80.00
Pier/Scenic outlook – additional seating	\$3.00 per chair
Tennis & Basketball courts – 4-hour block	\$80.00
Tennis & Basketball courts-limited lighting available (6-10 pm)	\$10.00 per hour
City staff – required with 100+	\$25.00 per hour
Disc Golf Tournaments	\$200 (100 players); \$2.00 per player after 100
Additional equipment required	Standard FEMA rates
Barricades Type I	\$10.00 each
Barricades Type II	\$25.00 each
Barricades Type III	\$30.00 each
Cones 24-36"	\$2.00 each
Cones 48"	\$4.00 each
The fees and deposits provided for in this section are for one (10) week period of the commercial/for profit use. Each ten (10) week period shall require a new fee and deposit.	
<b>Rodeo Arena Rental Fees</b>	
Rodeo Arena Rental includes lighting	\$200.00 per day
Security Deposit for entire event	\$400.00
Rodeo Arena Rental-4-hour block before dark	\$50.00
4-hour block before dark security deposit	\$100.00 per 4-hour block
Rodeo Arena Rental-4-hour block after dark	100.00
4-hour block after dark security deposit	\$200.00 per 4-hour block
Arena dirt work-City crew-tractor, drag	\$50.00 per hour
City Staff (litter, assistance, etc.)	\$20.00 per hour, per person
Electricity for arena lights	\$10.00 per hour
Water for arena dirt work	\$5.00 per 1,000 gallons
RV and/or campsites with hook-ups (includes water/electric)	\$50.00 per day
Concession stand/kitchen	See concession stand agreement

<b>Dog training</b>	
Dog training classes in Bark Park only per class	\$25
Deposit	\$50
<b>Concession Vendors in the Parks</b>	
Food and Drink vendors, with proper health permits	\$50 per day
<b>Recreation Membership</b>	Fees Monthly
Individual	Resident \$30; Non-Resident \$35
Family	Resident \$50; Non-Resident \$55
Senior/Military/Disabled Person(s)	Resident \$20; Non-Resident \$25
Military Family	Resident \$40; Non-Resident \$45
City Employee	Individual \$0; Family \$30
Drop-in Fee	\$5-\$20

## Library

Item 8A.

Description	Amount of fee/Deposit
<b>Membership Fees</b>	
Individual Annual Membership	Resident: \$0.00 Non-Resident: \$25.00
Individual Six-month Membership	Resident: \$0.00 Non-Resident: \$15.00
Senior Citizen (55+), Veteran, or Individual with Disabilities Annual Membership	Resident: \$0.00 Non-Resident: \$20.00
Family Annual Membership	Resident: N/A Non-Resident: \$40.00
<b>Circulating Material Fines &amp; Fees</b>	
Materials not returned 30 days past due date	Up to Manufacturer's Suggested Retail Price (MSRP)
Electronic devices returned after Due Date	\$1.00 per item per day, no grace period, \$30.00 cap per item.
Replacement of Bastrop Public Library materials or electronic devices lost or damaged beyond repair	Manufacturer's suggested retail price (MSRP)
Replacement of Interlibrary Loan materials lost or damaged beyond repair	Set by lending library
Interlibrary Loan return shipping costs	\$3.00 per item
<b>Meeting Rooms</b>	
Maynard Conference Room – Nonprofit meetings; open to the public	\$0.00 per hour
Maynard Conference Room – Community groups or library partners; (See Public Room Policy-Appendix)	\$0.00 per hour
Maynard Conference Room – Commercial, political organizations, or private meetings	\$25.00 for first (2) hours \$10.00 per each additional hour
Pressley Meeting Room – Nonprofit meetings; open to the public	\$0.00 per hour
Pressley Meeting Room – Community groups or library partners; (See Public Room Policy-Appendix)	\$0.00 per hour
Pressley Meeting Room – Commercial, political organizations, or private meetings	\$25.00 for first (2) hours \$20.00 per each additional hour
<b>Supply and Equipment Fees</b>	
Copying/Printing – Black & White, Letter-sized paper (8.5x11")	\$0.10 per page
Copying/Printing – Color, Letter-sized paper (8.5x11")	\$0.50 per page
Copying/Printing – Black & White, Legal-sized paper (8.5x14")	\$0.15 per page
Copying/Printing – Color, Legal-sized paper (8.5x14")	\$0.75 per page
Copying/Printing – Black & White, Ledger-sized paper (11X17")	\$0.20 per page
Copying/Printing – Color, Ledger-sized paper (11X17")	\$1.00 per page
<b>Miscellaneous Fees</b>	
Replacement library card – Regular	\$1.00
Replacement library card – Enhanced	\$3.00
Non-traditional items returned via exterior book drop	\$5.00

## Film and Broadcasting

Description	Amount of fee/Deposit
<b>Film and Broadcasting</b>	
<b>BTXN field production rates</b>	
Preproduction (Crew coordination, call sheet, and one meeting)	\$35.00
Raw show transfer (*No charge if BTXN is editing, requires approximately ½ hour each for set up and breakdown)	\$20.00 *
Administration charge	12% of total bill
<b>BTXN crew member studio production rates per hour (2-hour minimum)</b>	
Producer	\$50.00
Director/technical director	\$35.00
Audio technician	\$35.00
Floor manager	\$30.00
Camera operator	\$30.00
Graphics and CG technician/teleprompter operator	\$30.00
Audio assistant	\$25.00
Production assistant	\$20.00
<b>BTXN studio miscellaneous rates</b>	
Additional DVDs (first one no charge with editing time)	\$15.00
Additional video files (one full quality high resolution file included with editing time)	\$15.00
Additional ½ hour editor review session (first one included with editing time)	\$20.00

## Payments by Credit Card or Other Electronic Means

Description	Amount of fee/Deposit
<b>Payments by Credit Card or Other Electronic Means</b>	
Credit Card Processing Fee	3% of total amount paid

## Animal Control

Item 8A.

Description	Amount of fee/Deposit
<b>Vaccination and licensing of dogs and cats</b>	
Guard dog permit	\$35.00
License fee - Altered dog	\$5.00
Unaltered dog per animal	\$25.00 per animal, per year

<b>Kennels and multiple pet ownership</b>	
Kennel permit	\$70.00
Multiple pet owner's permit	\$35.00
Private breeder's permit	\$35.00
Commercial animal sales permit	\$70.00

<b>Impoundment</b>	
<b>Authorized fees</b>	
Initial impound fee	\$40.00 per animal
Dog or cat per additional day	\$3.50 per animal

<b>Owner surrender fees</b>	
Animals surrendered by owner/harbinger:	
owner surrender one pet	\$20.00
Owner surrender pets in litter, 8 weeks-3 months	\$25.00 per litter
Owner surrender under 8 weeks of age	\$10.00 per animal

<b>Adoption of impounded animals</b>	
Adoption fee with mandatory spay/neuter agreement	\$15.00

<b>Livestock and estray impoundment fees</b>	
Cattle, per head	\$40.00 each
Equine, per head	\$40.00 each
Swine, per head	\$40.00 each
Exotic fowl, per bird	\$40.00 each

<b>Dangerous dogs</b>	
<b>Permit and tag</b>	
Dangerous dog, unspayed/unneutered	\$100.00 each
Dangerous dog, spayed/neutered	\$50.00 each
Dangerous dog, renewal, unspayed/unneutered	\$50.00 each
Dangerous dog, renewal, spayed/neutered	\$25.00 each

## Building Regulations

Item 8A.

Description	Amount of fee/Deposit
<b>General provisions</b>	
Charges for consulting services	
Professional/Consultant fees and related charges incurred by the City	Actual fee plus 15% administrative fee
Work commencing prior to permit issuance- The greater of:	100% of the calculated permit and inspection fees or \$150, in addition to the required permit and inspection fees
<b>Certificate of Occupancy fees</b>	
Certificate of Occupancy (occupancy classification change and short-term rentals)	\$270
Certificate of Occupancy (tenant or lease change)	\$125
Copies/Re-issue Certificates of Occupancies, inspection reports	\$25
Courtesy Inspections	\$25
Administration fee (per construction permit application which are based on sliding fee scale only)	5%
Emergency Repair (must be verified by Building Official)	50% reduction
Permit Technology Fee (per construction permit which are based on sliding fee scale only)	\$6

Description	Amount of fee/Deposit
<b>Building code</b>	
Schedule of permit fees	
All permit and inspection fees shall be based on the following schedule, unless otherwise stated or authorized by state law:	
<b>Commercial Construction</b>	<b>*SF Value based on ICC Building Valuation Data</b>
New Commercial - Less than \$500,000	\$5 per \$1,000 valuation; minimum \$1,000 fee
New Commercial - \$500,001 to \$1,000,000	\$3,500 base fee plus \$4.5 per additional \$1,000
New Commercial - \$1,000,00 to \$5,000,000	\$8000 base fee for the first \$1,000,000 plus \$4 per additional \$1,000
New Commercial - \$5,000,000 and up	\$24,000 base fee for the first \$1,000,000 plus \$3 per additional \$1,000
New Commercial Plan Review	30% of New Construction Permit Fee
New Commercial Inspection Fee (with Permit)	45% of New Construction Permit Fee
Commercial Shell Building	65% of the New Construction Permit Fee
Commercial Tenant Finish out (per space/area)	65% of the New Construction Permit Fee
Commercial Remodel	\$1,000 plus \$.50 per sf
*Note: Commercial Additions at New Commercial Fees	
Commercial Roofing permit	\$500.00 + \$0.10 sf
Commercial Accessory Structure	\$215
Commercial Accessory Building – 120 sf or less	\$105
Commercial Accessory Building – 121 sf – 160 sf	\$215



Commercial Accessory Building – 161 sf or more	\$320
Commercial Fences and flatwork	\$190
Commercial Miscellaneous Inspections	\$95 per inspection; after hours -2 hour minimum
Commercial reinspection (per inspection)	\$150
Commercial Minimum Permit, if no fees listed are applicable-	\$530

Description	Amount of fee/Deposit
<b>Residential Construction</b>	
New Residential – Less than 900 sf	\$690
New Residential – 901 sf to 1500 sf	\$1200 plus \$0.25 per sf
New Residential – 1501 sf to 5000 sf	\$1500 plus \$0.25 per sf
New Residential – 5001 sf and up	\$2000 plus \$0.25 per sf
Residential Plan Review Fee (includes all residential building)	25% of New Construction Permit Fee
New Residential Inspection Fee (with Permit)	45% of New Construction Permit Fee
Residential Addition	\$750
Residential Remodel (total residence)	\$530
Residential Kitchen Remodel	\$160
Residential Bathroom Remodel	\$160
Residential Remodel/Window Replacement or other	\$160
Roofing permit – Residential	\$160
Residential Accessory Structure	\$160
Residential Accessory Buildings - 120 sf or less	\$125
Residential Accessory Building - 121 sf to 160 sf	\$160
Residential Accessory Building - 160 sf and up	\$320
Accessory Dwelling Unit Finish-Out	\$500
Residential Fence-and flatwork	\$125
Residential Miscellaneous Inspections	\$125
Residential reinspection (per inspection)	\$150
Residential Minimum Permit Fees, if no listed fees are applicable	\$125
<b>Other fees not listed above</b>	
Construction Trailer – includes hookup fee for electrical and plumbing (excludes fees charged by other utility entities)	\$500
Appeal to Construction Standards Board	\$500
Solar System	\$125

Description	Amount of fee/Deposit
<b>Electricity – electrical code</b>	
<b>Electrical Construction</b>	
Commercial attachment permit.	\$215
Commercial trade permit (each project/permit)	\$215 per building, plus \$150 per additional floor (+1 stories)
Commercial reinspection (per inspection)	\$150
Reconnect Meter Inspection (meters 6 months or more without service)	\$125

Residential Trade permit (each project/permit)	\$125
Residential reinspection (per inspection)	\$150

Description	Amount of fee/Deposit
<b>Plumbing code</b>	
<b>Plumbing Construction</b>	
Commercial attachment permit.	\$215
Commercial Trade Fee (each project/permit)	\$215 per building, plus \$150 per additional floor (+1 stories)
CSI or RMI Inspection	\$125
Commercial Irrigation Permit	\$215
Commercial reinspection Fees (per inspection)	\$150
Residential attachment permit.	\$125
Residential Trade Fee (each project/permit)	\$125
Residential Irrigation Permit	\$125
Residential Water Heater Replacement	\$125
Residential reinspection (per inspection)	\$150

Description	Amount of fee/Deposit
<b>Mechanical code</b>	
<b>Mechanical Construction (HVAC)</b>	
Commercial attachment permit.	\$160
Commercial Trade Fee (each project/permit)	\$215 per building, plus \$150 per additional floor (+1 stories)
Commercial HVAC unit replacement (per additional unit)	\$105
Commercial reinspection Fees (per inspection)	\$150
Residential attachment permit.	\$125
Residential Trade Fee (each project/permit)	\$125
Residential HVAC Replacement	\$125
Residential reinspection Fees (per inspection)	\$150

Description	Amount of fee/Deposit
<b>Swimming pools</b>	
Pool Permit and inspection fees.	
Commercial Swimming pool permit	\$1,200
Commercial reinspection (per inspection)	\$150
Residential Swimming Pool Permit	\$400
Residential reinspection Fees (per inspection)	\$125

Description	Amount of fee/Deposit
<b>Moving of Structures, Demolition and Site Work</b>	
Permit and inspection fees.	
Demolition Permit:	

Commercial	\$530
Residential	\$375
Moving Permit:	
Portable structure	\$125
Permanent structure Over 160 sq. ft.	\$160
Road Closure/ROW obstruction	\$150
Commercial reinspection Fees (per inspection)	\$150
Residential reinspection fee (per inspection)	\$150

Description	Amount of fee/Deposit
<b>Floodplain Development Permits</b>	
Single Family, community facility	\$150
Multifamily, commercial, industrial	\$250
<b>Floodplain Development Permit Variance</b>	\$150
Original license	\$1,000.00
Annual Renewal License	\$500.00
Transfer of Mobile Home license fee.	\$500.00

Description	Amount of fee/Deposit
<b>Mobile Home Parks</b>	
New Mobile Home Park Permit	\$500 plus \$25 per space
License	
Original license	\$1,000.00
Annual Renewal License	\$500.00
Transfer of Mobile Home license fee	\$500.00

Description	Amount of fee/Deposit
<b>Streets, rights-of-way and public property</b>	
Work within the Right-of-Way Permit (driveway, sidewalks, culvert or drainage channel mod., etc.)	\$200
<b>Drainage permit fee</b>	
Drainage permit	\$125

## Business Regulations

Item 8A.

Description	Amount of fee/Deposit
<b>Taxicabs, Shuttles And Touring Vehicles</b>	
License Fee – Annual license and inspection fee for taxicabs, shuttles, touring and alternative vehicles.	\$25.00 Per Vehicle
	\$12.00 Additional fee, per driver.

<b>Short Term Rentals</b>	
Short Term Rental Registration	\$25.00

<b>Peddlers, Solicitors And Vendors</b>	
Fees	
Individual peddler, solicitor and vendor permit (60 days).	\$30.00
Individual peddler, solicitor, vendor permit (each agent or employee).	\$10.00
Renewal of individual peddler, solicitor and vendor permit.	\$15.00
Replacement permit.	\$10.00
Permit for temporary/seasonal and multiple vendors – Fee; right of city to refuse permit	
Temporary/seasonal and/or multiple vendors or events permit (30 days).	\$100.00
Temporary/seasonal and/or multiple vendors or events permit (60 days).	\$150.00
Temporary/seasonal and/or multiple vendors or events permit (90 days).	\$200.00
Replacement permit.	\$10.00

<b>Mobile Food Court – Mobile Food Vendor</b>	
Annual Mobile Food Vendor Permit	\$500
Special Event Mobile Food Vendor Permit	
Per Permitted Special Event per Vendor	\$25

<b>Coin-Operated Machines</b>	
Occupation Tax – Charge for release of machine sealed for nonpayment.	\$5.00

Description	Amount of fee/Deposit
<b>Special Events Permits, Public Gatherings and Parades</b>	
Application Processing Fee	
With proof of non-profit status (i.e., 501-C)	\$100.00
Processing fee all others.	\$300.00
Security deposit for damages/cleanup.	\$500.00
Refundable if the location of the special event is clean and free of litter and damage.	
Inspection fee required for amusement rides, temporary structures, and special electrical and water/wastewater needs.	\$50.00
Re-inspection fee required for above-described items.	\$75.00

<b>Sexually Oriented Businesses</b>	
Division 2. License – Fee	
Initial Application	\$2,000.00

Annual Fee	\$500.00
<b>Vehicle Towing</b>	
Fees for non-consent tows. (Maximum fees allowed)	
Regular towing charge (for vehicles not requiring the use of heavy-duty wrecker) for vehicles 10,000 pounds or less.	\$150.00
If medium duty or heavy-duty wrecker is used to tow vehicles in excess of 10,000 pounds.	\$300.00
The following additional fees may be charged if verified by the peace officer in charge of the accident scene:	
Exceptional labor such as clearing debris. Exceptional labor does not include normal hook-up procedure or routine cleanup not to exceed 30 minutes. And does not include the disposal of classified hazardous waste or vehicle cargo.	\$75.00 per hour
Winching, one-hour minimum, only if normal hook-up is not possible because of conditions or location of vehicle	\$75.00 per hour
Wait time, if it exceeds 30 minutes from time of arrival at the accident scene.	\$35.00 per hour
Flat fee for use of medium duty or heavy-duty wrecker, if it exceeds 30 minutes from time of arrival.	\$100.00 per hour
If an additional operator is required to complete a tow, the second operator may charge a fee.	\$35.00 per hour
Towing fee study: Towing company(ies) requesting a towing fee study from the city shall deposit prior to the city beginning the study.	\$500.00

## Fire Prevention and Protection

Item 8A.

Description	Amount of fee/Dep
<b>Emergency, Fire And Rescue Services</b>	
<b>Apparatus</b>	<b>Price per Hour</b>
Class A engine	\$500 per unit
Aerial	\$500 per unit
Rescue (heavy)	\$600 per unit
Brush truck	\$400 per unit
Command car/truck	\$200 per unit
PPV fan	\$55 per unit
Generator, portable	\$55 per item
Generator	\$55 per item
Chain saw	\$45 per item
Portable pump	\$95 per item
Float pump	\$65 per item

Tool	Price
Foam nozzle	\$55 per incident
Foam eductor	\$50 per incident
AFFF foam	\$40 per gallon
Class A foam	\$25 per gallon
Piercing nozzle	\$40 per incident
M/S fog nozzle	\$55 per incident
M/S straight bore nozzle	\$30 per incident
Salvage cover	\$28 per item
SCBA pack	\$85 per item
Hall runner	\$18 per incident
Portable tank	\$75 per incident
Water extinguisher	\$22 per incident
Dry chemical extinguisher	\$45 per incident
CO <sub>2</sub> extinguisher	\$45 per incident
Scene lights	\$22 per item
Water vests	\$30 per item
Thermal imaging camera	\$75 per incident
Sawzall	\$55 per incident
Spreaders	\$250 per incident
Cutters	\$250 per incident
Rams	\$250 per incident
Air bags	\$250 per incident
K-12 saw	\$55 per incident
Target saw	\$55 per incident
Ajax tool	\$25 per incident
K-tool	\$25 per incident
Windshield tool	\$15 per incident
Rescue blanket	\$32 per item
Rope	\$25 per item

Supplies/Service	Price
Absorbent	\$17 per bag
Absorbent booms	\$40 per item
Top sol	\$35 per item
Disposable coveralls	\$30 per item
Neoprene gloves	\$20 per item
Latex gloves	\$6 per item
Over boots	\$25 per item
Disposable goggles	\$15 per item

Gas plug kit	\$50 per item
Plug and dike	\$65 per item
Drum liners	\$10 per item
Barricade tape	\$22 per item
Poly sheeting	\$55 per item
Removal of hazardous material	\$150 per incident
Disposal of hazardous material	\$150 per incident
Gas multimeter	\$65 per incident
CO <sub>2</sub> meter	\$65 per incident
Microblaze	\$10 per quart/\$150 per 5 gal
Collision investigation fee. Charged in responses where no mitigation services, debris removal, or rescue services are performed.	\$275

Description	Amount of fee/Deposit
<b>Fire Planning Review and Inspection</b>	
Cancellation Fees	
Cancellation Fee	\$100
License/Use Permits	
Fire Protection System Permit Annual permit to ensure that life-safety systems including sprinkler systems, alarm systems, stand-pipe systems, and hood systems, have been inspected by a third party.	\$30
Hazardous Materials Permit Fee	Variable based upon Haz-Mat
Fees paid once every 3 years. Note: Range based on number of gallons of liquid, pounds of solid, and cubic feet of gas.	
Hazardous Materials Permit Renewal	Variable based upon Haz-Mat
High Pile Review	\$145
High Pile Review with Hazmat	\$215

<b>High Pile Storage Permit</b>	
Annual Fee for High Pile Storage	
0-15,000 sq. feet	\$100
15,001-50,000 sq. feet	\$200
> 50,001 sq. feet	\$300

<b>Printing/Copies</b>	
Inspection Reports	Same
System Plans and Calculations	Same
Professional Services/Analysis	
After Hours Fire Inspection	\$100/hour (2 hour minimum)

<b>Annual State Short-Term Occupancy Inspections</b> <b>Includes Daycare, Foster Care, Adoption, Halfway Houses, Group Care, MHMR, Adult Daycare, or other short term</b>	
1-30 Occupants	\$75
>30 Occupants	\$150

<b>Clean Agent Extinguishing System Inspection</b>	
1-50 heads	\$145



> 50 heads	\$145 + \$0.50 per head over 50
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<b>Fire Alarm System or Fire Sprinkler System Inspection</b>	
1-10 devices	\$150
11-25 devices	\$200
26-100 devices	\$250
100-200 devices	\$300
More than 200 devices	\$300 plus \$0.50 per device over 50

<b>Fire Final (Certificate of Occupancy) Inspection</b>	
0-10,000 sq ft	\$100
> 10,000 sq. ft.	\$100 + \$1.00/SF over 1,000
Fire Pump Test	\$315

<b>Generator Testing</b>	
<660 gallons of fuel	\$100
>660 gallons of fuel	\$150
Hospitals/Similar Occupancy Inspections	\$100
Nursing Home/Occupancy Inspections	\$100

<b>Hydrant Flow Testing Reports</b>	
Actual flow test performed	\$150
Each additional hydrant	\$75
Pulled from files	\$25
Hydrostatic Tests	\$100
Kitchen Extinguishing Hood System Test	\$100
Miscellaneous Inspections	\$100 plus \$50/hour over 1 <sup>st</sup> hour
Mobile Food Vendor Inspection (LP Gas) Inspection of use, storage, handling and transportation	\$100

<b>Standpipe Flow Test – Requires Eng. Company</b>	
1 <sup>st</sup> building	\$600/building
Additional building	\$150 per additional building
State Licensed Occupancy Inspections Includes Labs, Clinics, Massage Therapy, Rehabilitation, Bonded Warehouses, Physical Therapy, or other similar	\$100
Re-inspection Fee	\$125 plus \$65/hour over 2 hours

<b>Site/Plan Reviews</b>	
Access Control & Egress Impact Systems Review (per system submitted)	\$125
Dry/Wet Chemical & Clean Agent System Review (per system submitted)	\$125

<b>Fire Alarm System or Fire Sprinkler System Plan Review</b>	<b>Plus 5% Administrative Fee on all permits</b>
<b>“Alarm devices” include individual pieces of equipment such as initiating devices, signaling devices, fire alarm panels, and power extenders.</b>	
1-10 devices/heads	\$50
11-25 devices/heads	\$100
26-100 devices/heads	\$150
100-200 devices/heads	\$200

More than 200 devices/heads	\$250
Charge for drawings to a scale other than 1/8"=1'	\$10 per sheet
Standpipe Systems Review (per system submitted)	\$150
Site Plan Review	\$150
Building Permit Review	\$100 plus \$0.10 per SF
Miscellaneous Plan Review	\$150
Preliminary Design/Review Fee This fee is charged to the customer for staff time needed to provide code consultations, code interpretations, and preliminary design input for new architectural and engineering designs.	\$100/hour (1 hour minimum)

<b>Special Events (Fire Related)</b>	
Burn Permit (Special Event)	\$100
Carnival/Circus Operational Permit Permit required for outdoor events with expected attendance of > 75 people with some exceptions granted	\$200

<b>Festival/Fair Operational Permit</b>	
49 – 499 Expected Attendees	\$150
>500 Expected Attendees	\$300
Fire Watch (Stand By for Special Events)	\$100/hour (2 hour min)
Fireworks/Pyrotechnics Fee includes plan review, license review, and site inspection	\$200
Public Assembly Permit Annual permit requirement for nightclubs	\$150
Re-inspection Fee for Special Events Fee is charged for inspector to revisit a special event site due to safety findings in initial inspection	\$16
Special Effects	\$100

Special Event Permit Revision Fee Fee is charged for a re-review of site plan changes for a special event	\$75
Stand By Type VII Fire Apparatus This is for a six wheeler ATV with 2 firefighters	\$150 per hr. (2 hour minimum)
Stand By Type VI Fire Apparatus This is for a Brush Truck with 2 firefighters	\$200 per hr. (2 hour minimum)
Standby Fire Apparatus (Engine Company) This is for a Fire Engine with 4 firefighters	\$300 per hr. (2 hour minimum)
Temporary Change of Use Permit Permit issued for hosting public events of > 50 people in a non-public event structure	\$150
Temporary Helistop Permit Permit is required to ensure temporary helistop is in compliance with adopted Fire Code and applicable NFPA standards	\$150
Temporary Occupancy Load Adjustment	\$100
Tents/Temporary Membrane Structure Permit Permit required for tents walled on any side in excess of 400 sq. ft. or any tent which exceeds 700 sq. ft. in area. Permit also required for temporary membrane structures	\$100
Theatrical Performance w/ Open Flame Performances with open flames	\$100
Trade Show/Exhibit Permit Permit required for all events classified as trade shows, exhibits, or garden shows	\$100

EXHIBIT B

Trade Show/Exhibit Additional Floor Plan Review	\$50
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*Item 8A.*

## Municipal Court

Description	Amount of fee/Dep
<b>Municipal Court – General Provisions</b>	
Jurors – Jury fee. Jury fee for defendant convicted after requesting jury trial	\$5
Fee for person requesting driving safety course.	\$10
<b>Municipal Court – Building Security Fund</b>	
Assessment of fee – Security fee for defendants convicted in a trial for a misdemeanor offense (except for parking ticket offenses) in the municipal court.	\$4.90
<b>Technology Fund</b>	
Assessment of fee – Technology fee for defendants convicted of a misdemeanor offense in the municipal court.	\$4
<b>Juvenile Case Manager Fund</b>	
Assessment of fee – Juvenile case manager fee for defendants convicted of a fine-only misdemeanor offense (except for parking citations) in municipal court.	\$5
<b>Municipal Jury Fund</b>	
<b>Assessment of fee</b> – Municipal Jury fee for defendants convicted in a trial for a misdemeanor offense (except for parking ticket offenses) in the municipal court.	\$0.10

## Offenses and Nuisances

Description	Amount of fee/Deposit
<b>Abandoned And Junked Vehicles</b>	
Fee to accompany report of garage keeper to police department	\$25

## Traffic and Vehicles

Description	Amount of fee/Deposit
<b>Golf Carts</b>	
Registration Annually	\$20/Initial \$10 Renewal
<b>Dockless vehicle for hire permit agreements</b>	
Annual Business Permit (non-refundable)	\$500
Annual Fee for each Dockless vehicle	\$50/each
<b>Dockless vehicle operations</b>	
Fee for return of impounded vehicle	\$50/each

## Utilities

Item 8A.

## Water and Wastewater Rates and Charges

Description	Amount of fee/Dep
<b>Wastewater service charge</b>	
(a) These rates are applicable to all residential, multifamily, commercial and commercial multi-unit retail wastewater customers within the corporate limits of the city who have metered water connections and to whom city wastewater service has actually been connected, except for customers who have a city-approved, on-site sewer system, septic system or other on-site wastewater system, and have not connected to the city's wastewater system, or customers who have a water meter for irrigation use only, as long as the irrigation meter does not provide water to plumbing fixtures.	
Minimum charge	\$46.97
Plus the following charges for consumption per 1,000 gallons	
0–5,000 gallons	\$2.45
5,001–10,000 gallons	\$2.77
10,001–20,000 gallons	\$2.95
20,001–50,000 gallons	\$3.18
Over 50,000 gallons	\$3.47
*Senior Income Based Housing with individual separate meters shall receive a 75 % discount of the minimum charge.	
(b) Wholesale Wastewater: The following rates are applicable to all wholesale wastewater customers within the corporate limits of the city and the city's extraterritorial jurisdiction who have metered wastewater connections and whom have executed a wholesale wastewater agreement with the city:	
Monthly Fixed Charged	
Customer charge...	\$175 per wholesale meter
Plus the following charges per 1,000 gallons of metered contributed flow	
Volumetric Charge per 1,000 gallons...	\$5.18 per 1,000 gallons of metered flow contributed

Description	Amount of fee/Deposit
<b>Sewer connection and tapping fees</b>	
4-inch connection	\$300
6-inch connection or larger	Cost plus 25%

Description	Amount of fee/Deposit
<b>Water service charges</b>	
(a) Retail Water: The following rates will be applicable to retail sales or service of water within the corporate limits of the city.	
<b>(1) Residential – In city limits</b>	
<b>Meter Size</b>	<b>Minimum Charge</b>
¾-inch (or smaller)	\$32.72
1-inch	\$62.87
1 ½-inch	\$128.32
2-inch	\$207.08
3-inch	\$377.20
4-inch	\$628.67
6-inch	\$1,257.33

Plus the following charges for consumption per 1,000 gallons	
0–3,000 gallons	\$2.85
3,001–5,000 gallons	\$3.04
5,001–10,000 gallons	\$3.22
10,001–20,000 gallons	\$3.42
20,001–50,000 gallons	\$3.69

Over 50,000 gallons	\$3.87
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Item 8A.

<b>Commercial – In city limits.</b>	
<b>Meter Size</b>	<b>Minimum Charge</b>
¾-inch (or smaller)	\$32.72
1-inch	\$62.87
1 ½-inch	\$128.32
2-inch	\$207.08
3-inch	\$377.20
4-inch	\$628.67
6-inch	\$1,257.33

Plus the following charges for consumption per \$1,000 gallons	
0–3,000 gallons	\$2.85
3,001–5,000 gallons	\$3.04
5,001–10,000 gallons	\$3.22
10,001–20,000 gallons	\$3.42
20,001–50,000 gallons	\$3.69
Over 50,000 gallons	\$3.87

<b>(2) Residential and Commercial – Outside city limits.</b>	
<b>Meter Size</b>	<b>Minimum Charge</b>
¾-inch (or smaller)	\$56.45
1-inch	\$94.05
1 ½-inch	\$192.48
2-inch	\$310.62
3-inch	\$565.80
4-inch	\$943.00
6-inch	\$1,885.99

Plus the following charges for consumption per 1,000 gallons	
0–3,000 gallons	\$4.12
3,001–5,000 gallons	\$4.42
5,001–10,000 gallons	\$4.70
10,001–20,000 gallons	\$4.98
20,001–50,000 gallons	\$5.39
Over 50,000 gallons	\$5.66

(b) Wholesale Water: The following rates are applicable to wholesale sales of water within the corporate limits of the city and the city's extraterritorial jurisdiction who have metered water connections and whom have executed a wholesale water agreement with the city.

<b>Monthly Fixed Charge</b>	
Source Cost....	\$45,000.00 per MGD subscribed capacity
Transmission Cost....	\$4,977.71 per MGD subscribed capacity
Customer Charge....	\$1.75 per wholesale meter
Plus the following charges for consumption per 1,000 gallons	
Volumetric Charge per 1,000 gallons....	\$2.24 per 1,000 gallons of actual consumption

<b>Description</b>	<b>Amount of fee/Deposit</b>
<b>Water connection and tapping fees</b>	
<b>(a) Inside city limits.</b>	
¾-inch	\$300

1-inch	\$400
1 ½-inch	\$800
2-inch	\$1,950
3-inch	\$2,450
4-inch	\$3,450
All service connections larger than 4-inch and all nonroutine service connections shall be billed at actual cost plus twenty-five (25) percent.	

<b>(b) Outside city limits.</b>	
¾-inch	\$400
1-inch	\$500
1 ½-inch	\$900
2-inch	\$2,050
3-inch	\$2,550
4-inch	\$3,550
All service connections larger than 4-inch and all nonroutine service connections shall be billed at actual cost plus twenty-five (25) percent.	

<b>Disconnect and reconnect fees for delinquent accounts.</b>	
<b>Disconnect fee and reconnect fee</b>	
Disconnect fee	\$50
Reconnect fee	\$50
After hours reconnection fee	\$75
Returned check fee. Applicable amount determined by the district attorney plus any charges assessed against the city by an financial institution for each payment instrument dishonored or returned to the city by the customers bank financial institution.	
Administration fee for all utility transfer requests	\$20

<b>Billing; discontinuance of service</b>	
Reset fee	\$100

<b>Deposit</b>	
Customer Deposit	\$75

<b>Bulk water sales</b>	
Bulk metering and meter deposit	
Minimum deposit per bulk meter requested	\$500
<b>Sales for small quantities and short durations</b>	
Small quantity/short duration purchase of bulk water per one thousand (1,000) gallons or a fraction thereof	\$5.00

Description	Amount of fee/Deposit
<b>Acceptance and treatment of wastes from on-site sewage facilities or septic systems</b>	
<b>Annual license fees</b>	
<b>Vehicles, Transports or Tanks Capable of Containing</b>	<b>Fee</b>
From 0 to 500 gallons	\$75
From 501 to 1,500 gallons	\$125
From 1,501 to 2,500 gallons	\$150
From 2,501 to 3,500 gallons	\$175
From 3,501 and greater	\$250

<b>Wastewater treatment plant septic unloading fees</b>	
<b>Gallons</b>	<b>Rates</b>
0 – 1,000	\$64.69
1,001 – 1,500	\$97.03

1,501 – 2,000	\$129.38
2,001 – 2,500	\$161.73
2,501 – 3,000	\$194.06
3,001 – 3,500	\$226.41
3,501 – 4,000	\$258.76
4,001 – 4,500	\$291.10
4,501 – 5,000	\$323.44
5,001 – 5,500	\$355.79
5,500 – 6,000	\$388.14
6,001 – 6,500	\$420.48
6,501 – 7,000	\$452.81
7,001 – 7,500	\$485.17
7,501 – 8,000	\$517.51
8,001 – 8,500	\$549.84
8,501 – 9,000	\$582.20
9,001 – 9,500	\$614.54
9,501 – 10,000	\$646.89

<b>On-site Sewage Facilities</b>	
<b>On-Site Sewage Facilities Permit Fees</b>	
Standard System	\$250
Designed System	\$400
Modification to Standard Permit	\$100
Modification to Designed Permit	\$100
Adjustment from Standard to Design	\$100
Holding Tank	\$200
Septic Tank Replacement	\$125
Reinspection (Failed installation Inspection)	\$125
Maintenance Contract Renewal	\$25

<b>Creation of Water Districts</b>	
Filing Fee for application to create Water Control District or Municipal Utility District	\$10,000

<b>Description</b>	<b>Amount of fee/Deposit</b>
<b>Electrical Service</b>	
<b>Residential Service – Monthly rate schedule</b>	
Monthly customer charge	\$10.00
Wires charge	\$0.0328 per KWH
Generation charge	This rate may vary from month to month, is set by the city's wholesale power provider, and is passed directly through to the customer. **
Customer Deposit	\$200

<b>Disconnect fees and reconnect fees</b>	
Disconnect fee	\$50
Reconnect fee	\$50
After hours reconnection fee	\$75

<b>Relocation of service.</b>	
Transfer fee, per meter	\$20

<b>Temporary service - Nonrefundable charge</b>	
New Temporary service single-phase connection	\$50



New three-phase connection, if available	\$100
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<b>Security lights</b>	
Installation charge and flat monthly rate	
100-watt hps bulb – Installation	\$70
100-watt hps bulb – Monthly rate	\$6.35
250-watt hps bulb – Installation	\$185
250-watt hps bulb – Monthly rate	\$12.50
400-watt hps bulb – Installation	\$215
400-watt hps bulb – Monthly rate	\$18.00

<b>Line extension fee</b>	
Minimum charge per extension of new service line	\$300
Returned check(s) charge	\$30

Description	Amount of fee/Deposit
<b>Commercial service – Monthly rate schedule</b>	
Monthly customer charge	\$16.00
Wire charge	\$0.0326 per KWH
Generation charge	This rate may vary from month to month, is set by the city's wholesale power provider, and is passed directly through to the customer. **

<b>Disconnect fees and Reconnect fees</b>	
Disconnect fee	\$50
Reconnect fee	\$50
After hours reconnection fee	\$75

<b>Relocation of service.</b>	
Transfer fee, per meter	\$20

<b>Temporary service. Nonrefundable charge.</b>	
New Temporary service single-phase connection	\$50
New three-phase connection, if available	\$100

<b>Security Lights</b>	
Installation charge and flat monthly rate	
100-watt hps bulb – Installation	\$70
100-watt hps bulb – Monthly rate	\$6.35
250-watt hps bulb – Installation	\$185
250-watt hps bulb – Monthly rate	\$12.50
400-watt hps bulb – Installation	\$215
400-watt hps bulb – Monthly rate	\$18.00
Line extension fee	
Minimum charge per extension of new service line	\$300
Returned check(s) charge	\$30

Description	Amount of fee/Deposit
<b>Key accounts – rate schedule</b>	
Monthly customer charge	\$16.00
Wire charge	\$0.0318 per KWH

Generation charge	This rate may vary from month to month, is set by the city's wholesale power provider, and is passed directly through to the customer. **
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<b>Disconnect fees and Reconnect fees</b>	
Disconnect fee	\$50
Reconnect fee	\$50
After hours reconnection fee	\$75
<b>Relocation of service.</b>	
Transfer fee, per meter	\$20
<b>Temporary service. Nonrefundable charge.</b>	
New Temporary service single-phase connection	\$50
New three-phase connection, if available	\$100

<b>Security Lights</b>	
Installation charge and flat monthly rate	
100-watt hps bulb – Installation	\$70
100-watt hps bulb – Monthly rate	\$6.35
250-watt hps bulb – Installation	\$185
250-watt hps bulb – Monthly rate	\$12.50
400-watt hps bulb – Installation	\$215
400-watt hps bulb – Monthly rate	\$18.00
<b>Line extension fee</b>	
Minimum charge per extension of new service line	\$300
<b>Returned check(s) charge</b>	
	\$25

Description	Amount of fee/Deposit
<b>Municipal electric rates</b>	
<b>Rate schedule</b>	
Wires charge	\$0.0048 per KWH
Generation charge	This rate may vary from month to month, is set by the city's wholesale power provider, and is passed directly through to the customer. **

<b>Billing and terms of service</b>	
<b>Theft of service – Service fee or reconnect fee</b>	
Within city limits – during regular working hours	\$25
Within city limits – after-hours calls	\$40
<b>Outside city limits – during regular working hours</b>	
Outside city limits – after-hours calls	\$50
<b>Reset fee</b>	
	\$100

\*\* Generation charge is equal to the amount per KWH that is calculated monthly to reflect the amounts charged the city by its power provider that is not covered in the monthly customer and wires charges listed in this fee schedule. This calculation will be made by the city on an ongoing basis, from month to

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month, and the generation charge passed through to the consumer will be based on the city's cost. Generation charge is equal to the total charges billed by the city's wholesale power provider divided by the total KWH measured/metered by all customers except "key account customers" for the ensuing month times the electric consumption for each customer. (Ordinance 2005-46 adopted 12/13/05)

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Item 8A.

## Solid Waste and Recycling

Item 8A.

Description	Amount of fee/Deposit
<b>Residential Solid Waste</b>	
<b>Amount of service charges</b>	
Residential Service monthly charge	\$18.59
Residential Additional Cart monthly charge	\$10.50
Residential Additional Recycling Cart monthly charge	\$10.50

Description	Amount of fee/Deposit
<b>Commercial Solid Waste</b>	
<b>Texas Disposal Systems directly invoices Commercial Customers for the following services:</b>	

Commercial Solid Waste Dumpster Services							
Container Size	Weekly Collection Frequency (*1)						Extra Pickup
	1	2	3	4	5	6	
96-Gallon Cart	\$39.00	N/A	N/A	N/A	N/A	N/A	\$75.00
2 CY Dumpster	\$95.00	\$166.00	\$222.00	\$356.00	\$465.00	\$580.00	\$95.00
3 CY Dumpster	\$109.00	\$191.00	\$262.00	\$399.00	\$495.00	\$599.00	\$105.00
4 CY Dumpster	\$122.00	\$215.00	\$298.00	\$425.00	\$515.00	\$601.00	\$110.00
6 CY Dumpster	\$149.00	\$264.00	\$365.00	\$456.00	\$537.00	\$611.00	\$120.00
8 CY Dumpster	\$176.00	\$311.00	\$432.00	\$540.00	\$636.00	\$722.00	\$130.00
10 CY Dumpster	\$211.00	\$325.00	\$449.00	\$574.00	\$699.00	\$795.00	\$160.00
*1. These container sizes are exclusive only for Commercial Service Units. Temporary service for Residential Service Units is a non-exclusive service. Proposed fees for non-exclusive service represent the maximum allowable fee, but the Contractor may choose to offer the service for a lower fee.							

Description	Amount of fee/Deposit
<b>Commercial Solid Waste</b>	
<b>Additional Fee Commercial Services</b>	
Lock	\$15.00 per month
Set of Casters	\$15.00 per month
Opening and Closing of Enclosures	No Charge
Excessive Maintenance	\$125.00 per swap more than 1X per year

## Temporary Refuse Roll-off Services (Maximum allowable fee)

Roll-off Type and Size	Container Rental Fee <sup>1</sup> (Per Day)	Initial Delivery Fee (One-time)	Collection Fee (Per Pull)		Disposal Fee <sup>2</sup> (Per Ton)	Processing Fee <sup>3</sup> (Per Ton)
10 CY Roll-off	\$5.00	\$225.00	\$460.00		\$60.00	\$60.00
15 CY Roll-off	\$5.00	\$225.00	\$460.00		\$60.00	\$60.00
20 CY Roll-off	\$5.00	\$225.00	\$460.00		\$60.00	\$60.00
30 CY Roll-off	\$5.00	\$225.00	\$460.00		\$60.00	\$60.00
40 CY Roll-off	\$5.00	\$225.00	\$460.00		\$60.00	\$60.00

<sup>1</sup> Container rental fee does not apply for the first 14 calendar days of service.

<sup>2</sup> Based on actual tonnage hauled to the disposal location. Tonnage must be reported to the customer as part of the customer billing.

<sup>3</sup> Recycling services are provided on a non-exclusive basis. Processing fee is based on actual tonnage hauled to the processing location. Tonnage must be reported to the customer as part of the customer billing.

\*Could be subject to fees associated with contamination of materials.

## Permanent Refuse Roll-off Services (Maximum Allowable Fees)

Roll-off Type and Size	Container Rental Fee (Per Month)	Compactor Rental Fee <sup>1</sup> (Per Month)	Collection Fee (Per Pull)	Disposal Fee <sup>2</sup> (Per Ton)	Processing Fee <sup>3</sup> (Per Ton)	Item 8A.
10 CY Roll-off	\$5.00	N/A	\$460.00	\$60.00	N/A	
15 CY Roll-off	\$5.00	N/A	\$460.00	\$60.00	N/A	
20 CY Roll-off	\$5.00	N/A	\$460.00	\$60.00	N/A	
30 CY Roll-off	\$5.00	N/A	\$460.00	\$60.00	N/A	
40 CY Roll-off	\$5.00	N/A	\$460.00	\$60.00	N/A	
25 CY Roll-off Compactor	TBD <sup>4</sup>	\$455.00	\$490.00	\$60.00	N/A	
30 CY Roll-off Compactor	TBD <sup>4</sup>	\$475.00	\$500.00	\$60.00	N/A	
40 CY Roll-off Compactor	TBD <sup>4</sup>	\$500.00	\$470.00	\$60.00	N/A	

- Does not apply if the customer owns the compactor unit.
- Based on actual tonnage hauled to the disposal location. Tonnage must be reported to the customer as part of the customer bill.
- Recycling services are provided on a non-exclusive basis. Processing fee is based on actual tonnage hauled to the processing location.
- Rental fees are dependent on specific equipment and configurations.

Tonnage must be reported to the customer as part of the customer's billing.

- Container Rental fee only applies if the customer has less than a minimum of 2 pulls per month.
- Processing Fee may be subject to charges relating to contamination.

### Commercial Recycling Services

Container Size	Weekly Collection Frequency	
	EOW	1
96 - Gallon Cart	\$33.00	\$44.00
2 CY Dumpster	N/A	\$101.00
3 CY Dumpster	N/A	\$113.00
4 CY Dumpster	N/A	\$125.00
6 CY Dumpster	N/A	\$149.00
8 CY Dumpster	N/A	\$171.00

2nd and subsequent cart for EOW service \$15

2nd and subsequent cart for EOW service \$20

### Utility Fees and Deposits

Description	Amount of fee/Dep
<b>Utility Fees and Deposits</b>	
Return Trip – Failure to have presence of responsible person for connection	\$25
Credit Check	Actual Cost

Residential Electric Deposit	\$200
Residential Water Deposit	\$75
Commercial Deposit	Twelve (12) months avg x two (2), plus fifteen (15)%
<i>Temporary Deposit follows same rules for Residential and commercial above</i>	
Temporary Services – nonrefundable fee	\$50

Solid Waste Deposit	\$50
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Deferred Payment Plan – Administration Fee	\$25
New Application Fee	\$50
Disconnect Fee	\$50
Reconnect Fee	\$50
After Hours Reconnect Fee	\$75
Trip Fee – Investigation during regular business hours	\$50
Trip Fee – Investigation after hours	\$100
Miscellaneous Service Fee	\$50
Meter Re-reading Fee	\$25
Meter Inaccessible Fee	\$25
Transfer of Service Fee (per account)	\$20
Returned Check Fee	Actual cost
Meter Testing Fee – unless City initiated	Actual cost + \$25 fee
Tampering with City Meter Charge – Actual costs could include cost of actual amounts of service used without City authorization, and cost associated with investigating the tampering claim.	Minimum \$500 or actual damages or both

Reclaimed Water for Irrigation – per 1,000 gallons	\$5, Minimum \$5
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Reclaimed Water – Cost related to permitting, inspecting and application	
Application Fee	\$150
Resubmission/application review Fee	\$50
Volume Charges per 1,000 gallons	\$5
Engineering and other Professional Services	Actual Costs
Security Deposit	\$500

Description	Amount of fee/Dep
Attachments to Utility Facilities Fees and Charges	
Pre-Permit Survey Fee	\$50 per hour
Make-Ready Charges	\$50 per hour
Annual Pole Attachment Fee	\$10 per pole
Annual Conduit Attachment Fee	\$2.50 per linear foot
Inspection Fee	\$50 per hour
Unauthorized Attachment Penalty Fee	\$30 per occurrence
Failure to Tag Penalty	\$5 per occurrence
Failure to Move/Remove Facilities Penalty	\$5

### **DEVELOPMENT FEES**

Description	Amount of fee/Dep
Administration fee (per application, included in fees below unless otherwise noted)	5% of application fee
Completeness Check (per application review)	\$250

Technology Fee (per application, included in fees below)	\$6
Meeting Re-Notification, if required by applicant action	\$500
Appeal of Administrative Decision	\$531
Appeal of Board/Commission Decision	\$531
Misc. Administrative Plan Review	\$531
Warrant Determination	\$60
Misc Plan Review	50% of original review fee
Agreement Recordation with the County	\$150 + fees charged by the County
<b>Subdivision</b>	
Preliminary Plat Review (plus 5% administration fee)	\$1706 + \$125 per acre
Final Plat Review (plus 5% administration fee)	\$1,281 + \$125 per acre
Amended/Administrative Plat Review (plus 5% administration fee)	\$1,281 + \$25 per acre
Replat Review (plus 5% administration fee)	\$1,281 + \$125 per acre
Plat Vacation Review	\$1,345
Public Improvement Plan Review	\$5,256 minimum + all professional fees*
Single Improvement Public Improvement Plan Review	\$1,345
Public Improvement Plan Amendment Review	\$1,345
Public Improvement Inspections – First 100 acres	\$1500 per acre
Public Improvement Inspections – Next 150 acres	\$750 per acre
Public Improvement Inspections – All additional acres over 250 acres	\$325 per acre
Erosion and Sedimentation Controls	\$1.00 per linear foot
Public Infrastructure	\$4.00 per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater, etc.)
Public Improvement Reinspection Fee	\$150.00 per hour
*Public Improvement Inspection Fee Credit: If the City determines that there has been an overpayment of total inspection fees paid in connection with a particular development application for a project, such that the total Inspection Fees paid exceeds the actual cost incurred by the City for completing the inspections for that particular application, then the City will retain and apply such excess amount as a credit toward any applicable Inspection Fees owed to the City for future development applications in the series of applications for the same project.	
Public Improvement Plan Agreement Review	\$3,156 + all professional fees*
Conceptual Drainage Plan Review	\$1,266
Preliminary Drainage Plan Review	\$2,421
Final Drainage Plan Review	\$1,581
Preliminary Infrastructure Plan Review	\$2,001
Subdivision Variance Review	\$3,681
Plat Recordation with the County	\$150 + fees charged by the County
Platting Exemption Determination	\$50
License Agreement Review	\$3,156, plus professional fees*
Land Disturbance Permit	\$216
License to Encroach Review, Easement	\$531, plus professional fees*
License to Encroach Review, Right-of-Way	\$794, plus professional fees*

Traffic Impact Analysis Review	\$557, plus professional fees*
Right-of-Way Vacation Review	\$1,791, plus professional fees*
Easement Vacation Review	\$899, plus professional fees*
Neighborhood Regulating Plan	\$1056

Development Fees In Lieu	
Tree Mitigation	\$400 per one (1) caliper inch
Tree Mitigation Non-Compliance	\$800 per one (1) caliper inch
Sidewalk	\$14 per square foot
Trail	\$14 per square foot

Parkland Dedication	
Less than 4 dwelling units or less than 4 multi-family units per building	\$500 per DU/MFU
4 or more dwelling units or multi-family units per building	\$400 per DU/MFU
Park Enrichment Fee	\$250 per DU/MFU

Site Development	
Site Development Plan Review (plus 5% administration fee)	\$1706 + \$125 per acre
Site Development Plan Amendment Review	\$531
Site Development Inspections	\$500
Work without Approved Plan	\$500 per violation per day

GIS Mapping Fees	
Map Printing	\$6.67 per square foot + \$50 an hour
Custom Map	\$250 per hour
Public Improvement Plan Digitizing, May be waived if digital plans provided per City specifications	\$250 per hour

Zoning	
Zoning Concept Scheme Review (greater than or equal to 3.4 acres) (plus 5% administration fee)	\$3,006 + \$200 per acre (rounded up)
Zoning Concept Scheme Review (less than 3.4 acres)	\$1,581

Planned Development Zoning Amendment Review (plus 5% administration fee)	\$9,006 + \$200 per acre (rounded up)
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Zoning Variance Review	\$3,681
B <sup>3</sup> Code Text Amendment Review	\$2,106, plus professional fees*
Comprehensive Plan Amendment Review	\$1,056, plus professional fees*
Development Agreement Review	\$3,156, plus professional fees*
Special District Creation (MUD, PID, SUD, WCID, etc.)	\$26,256 + Professional fees*
Zoning Verification Letter	\$156



Zoning Violation	\$500 per violation per day
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Item 8A.

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

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

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

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

## CEMETERIES

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

Permit Fee	\$25
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Item 8A.

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



# STAFF REPORT

**MEETING DATE:** February 10, 2026

**TITLE:**

Consider and act on the second reading of Resolution No. R-2026-14, approving the Bastrop Economic Development Corporation's expenditure for a Hospital Feasibility Study in an amount not to exceed fifty-two thousand five hundred dollars (\$52,500); authorizing the City Manager to execute all necessary documents; repealing all resolutions in conflict; and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Angela Ryan, BEDC Operations Manager, CEcD

**BACKGROUND/HISTORY:**

The Bastrop Economic Development Corporation (BEDC) took action at the board meeting on January 26, 2026, to approve funding a Hospital Feasibility Study in an amount not to exceed fifty-two thousand five hundred dollars (\$52,500), in support of evaluating a potential hospital project within an approximately 400-acre master planned development.

The BEDC finds that this study is an authorized expenditure under Local Government Code (LGC) 505.158 because it will promote new or expanded business development. Under this LGC, two separate readings of a resolution by City Council are required.

This is the second reading.

**FISCAL IMPACT:**

\$52,500

**RECOMMENDATION:**

Consider and act on the second reading of Resolution No. R-2026-14, approving the Bastrop Economic Development Corporation's expenditure for a Hospital Feasibility Study in an amount not to exceed fifty-two thousand five hundred dollars (\$52,500); authorizing the City Manager to execute all necessary documents; repealing all resolutions in conflict; and establishing an effective date.

**ATTACHMENTS:**

- 1) Resolution No. R-2026-14

**RESOLUTION NO. R-2026-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE BASTROP ECONOMIC DEVELOPMENT CORPORATION'S EXPENDITURE FOR A HOSPITAL FEASIBILITY STUDY IN AN AMOUNT NOT TO EXCEED FIFTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$52,500); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; REPEALING ALL RESOLUTIONS IN CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.**

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

**WHEREAS**, to fulfill its public purpose in attracting qualifying projects, the BEDC requires certain professional services, including without limitation, the contracting with and hiring of a consultant to assist the BEDC with conducting feasibility studies; and

**WHEREAS**, the BEDC finds that this study will promote new or expanded business development under LGC 505.158; and

**WHEREAS**, the BEDC Board of Directors took formal action at the board meeting of January 26, 2026, to authorize the BEDC to fund a hospital feasibility study in an amount not to exceed Fifty-Two Thousand Five Hundred Dollars (\$52,500.00); and

**WHEREAS**, the City Council has reviewed the January 26, 2026, actions of the BEDC related to the expenditure noted herein, has considered and evaluated it, and has found it meritorious of the City Council's authorization and approval; and

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

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

**Section 1. Findings and Determination.** The City Council hereby finds and determines that it is in the best interest of the BEDC and the City to authorize funding for the hospital feasibility study.

**Section 2. Authorization of Expenditure.** The City Council of the City of Bastrop, Texas, hereby authorizes expenditure of BEDC funds for a hospital feasibility study in an amount not to exceed Fifty-Two Thousand Five Hundred Dollars (\$52,500.00).

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

**Section 4. Severability.** If any provision of this Resolution is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity shall not affect the remaining provisions, which shall continue in full force and effect.

**Section 5. Two Readings Required.** This Resolution shall take effect immediately from and after its passage upon a subsequent second reading and passage, and it is duly resolved.

**READ and ACKNOWLEDGED on First Reading on the 27<sup>th</sup> day of January 2026.**

**READ and APPROVED on the Second Reading on the 10<sup>th</sup> day of February 2026.**

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Denton, Navarro, Rodriguez, Bernal, Santee, & Zech



# STAFF REPORT

**MEETING DATE:** February 10, 2026

**TITLE:**

Consider and act on Resolution No. 2026-24 of the City Council of the City of Bastrop, Texas, approving a Funding Agreement between the Bastrop Economic Development Corporation and the City of Bastrop for purchase of 804 Water Street; authorizing the City Manager to execute all necessary documents; repealing all resolutions in conflict; and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Angela Ryan, BEDC Operations Manager, CEcD

**BACKGROUND/HISTORY:**

The Bastrop Economic Development Corporation (BEDC) took action at the board meeting on February 9, 2026, to approve entering into a funding agreement with the City of Bastrop to purchase 804 Water Street and execute a Purchase and Sales Agreement for the City to maintain ownership of the property.

The attached agreement establishes the rights and obligations of each entity.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Consider and act on Resolution No. 2026-24 of the City Council of the City of Bastrop, Texas, approving a Funding Agreement between the Bastrop Economic Development Corporation and the City of Bastrop for purchase of 804 Water Street; authorizing the City Manager to execute all necessary documents; repealing all resolutions in conflict; and establishing an effective date.

**ATTACHMENTS:**

- 1) Resolution No. R-2026-24
- 2) Exhibit A - Funding Agreement between the BEDC and City of Bastrop

**RESOLUTION NO. R-2026-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A FUNDING AGREEMENT BETWEEN THE BASTROP ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF BASTROP FOR PURCHASE OF 804 WATER STREET; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; REPEALING ALL RESOLUTIONS IN CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City of Bastrop, Texas (the “City”) is a home-rule municipality operating under the laws of Texas; and

**WHEREAS**, the BEDC and City desire to develop a parking garage with associated retail space (the “Project”) at 804 Water Street (the “Property”); and

**WHEREAS**, the BEDC and City desire to have the BEDC fund the purchase of the Property and the City execute a Purchase and Sales Agreement for the Property and maintain ownership; and

**WHEREAS**, the BEDC and City desire to enter into a funding agreement (“Agreement”) to establish the rights and obligations of each, attached as Exhibit A; and

**WHEREAS**, the BEDC Board of Directors took formal action at the board meeting of February 9, 2026, to approve the Agreement with the City to fund the purchase of the Property for the Project; and

**WHEREAS**, the City Council has reviewed the Agreement and finds it in the best interest of the City and community to enter into the Agreement; and

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

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

**Section 1. Findings and Determination.** The City Council hereby finds and determines that it is in the best interest of the BEDC and the City to enter into this funding agreement.



**Section 2. Authorization.** The City Council of the City of Bastrop, Texas, hereby authorizes the City Manager to execute all necessary documents.

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

**Section 4. Severability.** If any provision of this Resolution is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity shall not affect the remaining provisions, which shall continue in full force and effect.

**Section 5.** This Resolution shall take effect immediately upon its passage, and it is so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 10th day of February 2026.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Denton, Navarro, Rodriguez, Bernal, Santee, & Zech

**Exhibit A**  
**804 WATER STREET PURCHASE FUNDING AGREEMENT**

## 804 WATER STREET PURCHASE FUNDING AGREEMENT

STATE OF TEXAS                   §

COUNTY OF BASTROP           §

This Agreement (the “Agreement”) is entered into by and between the City of Bastrop, Texas, a home-rule municipality, (“City”), and the Bastrop Economic Development Corporation, a non-profit Texas corporation created pursuant to the authority of Title 12, Subchapter C1 of the Texas Local Government Code, (“BEDC”). City and BEDC are jointly referred to herein as the “Parties” and individually as a “Party.”

### RECITALS:

**Whereas**, the Parties desire to develop a downtown parking garage with associated retail space (the “Project”); and

**Whereas**, the Parties desire to develop the Project on a property at 804 Water Street, Bastrop, Texas (the “Property”); and

**Whereas**, the Parties desire to have the BEDC fund the purchase of the Property and the City execute a Purchase and Sales Agreement for the Property and maintain ownership; and

**Whereas**, the necessary approvals of the expenditure pursuant to Section 505.158 of the Texas Local Government Code have occurred; and

**Whereas**, the Parties find the execution of this funding agreement to be in the best interest of the community.

### AGREEMENT:

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and BEDC agree as follows:

#### ARTICLE 1 RECITALS

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

#### ARTICLE 2 TERM

2.01 Term. This Agreement shall be effective as of the Effective Date and shall terminate upon completion of the Project. Notwithstanding any provision herein to the contrary, the BEDC shall have no obligation to fund any receipt or invoice received after the termination. Any further support by the BEDC for the Project shall be addressed in a separate instrument.

#### ARTICLE 3 TERMS AND CONDITIONS

- 3.01 Purpose. The purpose of this Agreement is to fund the purchase of the Property to develop the Project.
- 3.02 Amount. The BEDC agrees to fund up to Five Hundred Twenty-Five Thousand Dollars (\$525,000.00) for the purchase of the Property.
- 3.03 Payments. The BEDC shall remit payment within 10 days of a submission by City of a written request for payment. Any request for payment shall include documentation evidencing the amounts to be paid.

#### **ARTICLE 4 OBLIGATIONS**

- 4.01 BEDC Obligations. The BEDC shall provide funding to the City for the purpose of purchasing the Property for the Project.
- 4.02 City Obligations. The City shall utilize the funds provided to purchase the Property for the Project and ensure the Property is developed as the Project.

#### **ARTICLE 5 DEFAULT**

- 5.01 Default. A Party shall be deemed in default under this Agreement if such Party fails to materially perform, observe, or comply with any of the requirements or obligations set forth in this Agreement, or if any representations arising out of this Agreement are false; the non-defaulting Party shall be entitled to terminate this Agreement immediately and employ any legal remedies afforded by law.

#### **ARTICLE 6 NON-PERFORMANCE**

- 6.01 If the Property is (a) developed for a use other than the Project, or (b) sold, transferred, or otherwise disposed of by the City prior to completion of the Project as contemplated by this Agreement, the City shall reimburse the BEDC an amount equal to all funds previously disbursed by the BEDC to the City under this Agreement. Such reimbursement shall be due within 30 days of the occurrence of the non-permitted development or disposition.

#### **ARTICLE 7 MISCELLANEOUS**

- 7.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.
- 7.02 Authority. The person executing this Agreement on behalf of BEDC and City each represents that they have the power and authority to do so and to bind their principal to the terms of this Agreement.
- 7.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 7.04 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of

God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

- 7.05 Governing Law and Venue. This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Bastrop County, Texas.
- 7.06 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 7.07 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.
- 7.08 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

**THIS AGREEMENT IS DATED EFFECTIVE AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2026.**

**CITY OF BASTROP, TEXAS**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BASTROP ECONOMIC DEVELOPMENT CORPORATION**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# STAFF REPORT

**MEETING DATE:** February 10, 2026

**TITLE:**

Consider and act on the first reading of Resolution No. 2026-23 of the City Council of the City of Bastrop, Texas, approving an expenditure by the Bastrop Economic Development Corporation of Five Hundred Twenty-Five Thousand Dollars (\$525,000.00) for the purchase of real property; authorizing the City Manager to execute all necessary documents; repealing all resolutions in conflict; establishing an effective date; and move to include on February 24, 2026 City Council Consent Agenda for second reading.

**AGENDA ITEM SUBMITTED BY:**

Angela Ryan, BEDC Operations Manager, CEcD

**BACKGROUND/HISTORY:**

The Bastrop Economic Development Corporation (BEDC) took action at the board meeting on February 9, 2026, to approve funding the property located at 804 Water Street.

The BEDC finds that this study is an authorized expenditure under Local Government Code (LGC) 505.158 because it will promote new or expanded business development. Under this LGC, two separate readings of a resolution by City Council are required.

**FISCAL IMPACT:**

\$525,000.00

**RECOMMENDATION:**

Consider and act on the first reading of Resolution No. 2026-23 of the City Council of the City of Bastrop, Texas, approving an expenditure by the Bastrop Economic Development Corporation of Five Hundred Twenty-Five Thousand Dollars (\$525,000.00) for the purchase of real property; authorizing the City Manager to execute all necessary documents; repealing all resolutions in conflict; establishing an effective date; and move to include on February 24, 2026 City Council Consent Agenda for second reading.

**ATTACHMENTS:**

- 1) Resolution No. R-2026-23

**RESOLUTION NO. R-2026-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN EXPENDITURE BY THE BASTROP ECONOMIC DEVELOPMENT CORPORATION OF FIVE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$525,000.00) FOR THE PURCHASE OF REAL PROPERTY; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; REPEALING ALL RESOLUTIONS IN CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.**

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

**WHEREAS**, the BEDC desires to partner with the City to develop a downtown parking garage with associated retail space (the “Project”) by funding the purchase of real property for the Project; and

**WHEREAS**, the BEDC Board of Directors took formal action at the board meeting of February 9, 2026, to authorize the BEDC to fund the purchase of the real property located at 804 Water Street in Bastrop, Texas, in the amount of Five Hundred Twenty-Five Thousand Dollars (\$525,000.00), finding that the expenditure and associated Project will promote new or expanded business under LGC 505.158; and

**WHEREAS**, the City Council has reviewed the February 9, 2026, actions of the BEDC related to the expenditure noted herein, has considered and evaluated it, and has found it meritorious of the City Council’s authorization and approval; and

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

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

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

**Section 2. Authorization of Expenditure.** The City Council of the City of Bastrop, Texas, hereby authorizes expenditure of BEDC funds for the purchase of property located at 804 Water Street, Bastrop, Texas, in the amount of Five Hundred Twenty-Five Thousand Dollars (\$525,000.00).

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

**Section 4. Severability.** If any provision of this Resolution is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity shall not affect the remaining provisions, which shall continue in full force and effect.

**Section 5. Two Readings Required.** This Resolution shall take effect immediately from and after its passage upon a subsequent second reading and passage, and it is duly resolved.

**READ and ACKNOWLEDGED on First Reading on the 10<sup>th</sup> day of February 2026.**

**READ and APPROVED on the Second Reading on the 24<sup>th</sup> day of February 2026.**

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Denton, Navarro, Rodriguez, Bernal, Santee, & Zech





# STAFF REPORT

**MEETING DATE:** February 10<sup>th</sup>, 2026

**TITLE:**

Consider action to approve Resolution No. R-2026-25 of the City Council of the City of Bastrop, Texas, that approves the City of Bastrop Police Department to apply for a grant from the Texas Public Safety Office (PSO) for seventeen thousand, seven hundred fifty dollars and fifty six cents (\$17,750.56) for eight (8) new Body Worn Cameras, with 25% matching funds from the City of Bastrop if approved in Fiscal Year 2026; authorizing the Chief of Police as the grantee's authorized official; providing for a severability clause and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Vicky Steffanic, Chief of Police

**BACKGROUND/HISTORY:**

The City of Bastrop Police Department is seeking funding to purchase 8 (eight) new Axon body-worn cameras for officers within the department that are still using an older Motorola version of body cameras.

**FISCAL IMPACT:**

Matching funds of 25% (if approved for the grand and during next budget year) equivalent to \$4,438.00.

**RECOMMENDATION:**

Chief Vicky Steffanic recommends approval of Resolution No. R-2026-25 of the City Council of the City of Bastrop, Texas, approving the submittal of grant funds to the Texas Public Safety Office (PSO) in the amount of seventeen thousand, seven hundred fifty dollars and fifty-six cents (\$17,750.56) for eight (8) additional Body Worn Cameras.

**ATTACHMENTS:**

1. Resolution number: 2026-25

**RESOLUTION NO. R-2026-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE APPLICATION OF A GRANT TO THE TEXAS PUBLIC SAFETY OFFICE (PSO) FOR EIGHT (8) NEW BODY WORN CAMERAS AT A TOTAL COST OF SEVENTEEN THOUSAND, SEVEN HUNDRED FIFTY DOLLARS AND FIFTY-SIX CENTS; AUTHORIZING THE CHIEF OF POLICE AS THE GRANTS AUTHORIZING OFFICIAL; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop finds it in the best interest of the citizens of Bastrop and the officers, that the City of Bastrop Police Department apply for a grant from the Texas Public Safety Office (PSO) for seventeen thousand, seven hundred fifty dollars and fifty-six cents (\$17,750.56) for eight (8) new Body Worn Cameras; and

**WHEREAS**, the City of Bastrop agrees to provide applicable matching funds for the said project as required by the Texas Public Safety Office (PSO) grant application; and

**WHEREAS**, the City of Bastrop agrees that in the event of loss or misuse of the Public Safety Office (PSO) funds, the City of Bastrop City Council assures that the funds will be returned to Texas Public Safety Office (PSO) in full; and

**WHEREAS**, the City of Bastrop designates the Chief of Police as the Grantee's authorized official. The authorized official is given the power to apply for, reject, alter, accept, or terminate the grant on behalf of the applicant agency; and

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

**Section 1.** That the City Council of the City of Bastrop approves submission of the grant application for the eight new, Body Worn Cameras to the Texas Public Safety Office.

**Section 2.** 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 3.** 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.

**APPROVED & ADOPTED** by the City Council of the City of Bastrop on this 10th day of February 2026.

**APPROVED:**

---

Ishmael Harris, Mayor

**ATTEST:**

---

Michael Muscarello, City Secretary



**APPROVED AS TO FORM:**

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City Attorney  
Denton, Navarro, Rodriguez, Bernal, Santee, & Zech



# STAFF REPORT

**MEETING DATE:** February 10<sup>th</sup>, 2026

**TITLE:**

Consider action to approve Resolution No. R-2026-26 of the City Council of the City of Bastrop, Texas, that approves the City of Bastrop Police Department to apply for a grant from the Department of Justice (JAG) for twenty thousand dollars (\$20,000) and zero cents for a Mental Health and Wellness continuous training program that includes workshops, quarterly training and retirement readiness with no matching funds from the City of Bastrop; authorizing the Chief of Police as the grantee's authorized official; providing for a severability clause and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Vicky Steffanic, Chief of Police

**BACKGROUND/HISTORY:**

The City of Bastrop Police Department is seeking grant funding to offer mental and physical wellness training and programs by an external company, throughout the year, at scheduled intervals, for members of our department.

**FISCAL IMPACT:**

No fiscal impact.

**RECOMMENDATION:**

Chief Vicky Steffanic recommends approval of Resolution No. R-2026-26 of the City Council of the City of Bastrop, Texas, approving the submittal of grant funds to the Department of Justice (JAG) for twenty thousand dollars and zero cents (\$20,000) for a Mental Health and Wellness continuous training program that includes workshops, quarterly training and retirement readiness with no matching funds from the City of Bastrop

**ATTACHMENTS:**

1. Resolution number: 2026-26

## RESOLUTION NO. R-2026-26

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE APPLICATION OF A GRANT TO THE DEPARTMENT OF JUSTICE (JAG) FOR TWENTY THOUSAND DOLLARS (\$20,000) AND ZERO CENTS, WITH NO MATCHING FUNDS FROM THE CITY OF BASTROP; AUTHORIZING THE CHIEF OF POLICE AS THE GRANTS AUTHORIZING OFFICIAL; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop finds it in the best interest of the citizens of Bastrop and the officers, that the City of Bastrop Police Department apply for a grant from the Department of Justice (JAG) for twenty thousand dollars and zero cents for Mental Health and Wellness continuous training programs that include workshops, quarterly training and retirement readiness; and

**WHEREAS**, the City of Bastrop agrees that in the event of loss or misuse of the Department of Justice (JAG) funds, the City of Bastrop City Council assures that the funds will be returned to Department of Justice (JAG) in full; and

**WHEREAS**, the City of Bastrop designates the Chief of Police as the Grantee's authorized official. The authorized official is given the power to apply for, reject, alter, accept, or terminate the grant on behalf of the applicant agency; and

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

**Section 1.** That the City Council of the City of Bastrop approves submission of the grant application for Mental Health and Wellness continuous training programs that includes workshops, quarterly training and retirement readiness to the Department of Justice.

**Section 2.** 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 3.** 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.

**APPROVED & ADOPTED** by the City Council of the City of Bastrop on this 10th day of February 2026.

**APPROVED:**

---

Ishmael Harris, Mayor

**ATTEST:**

---

Michael Muscarello, City Secretary



**APPROVED AS TO FORM:**

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City Attorney  
Denton, Navarro, Rodriguez, Bernal, Santee, & Zech



# STAFF REPORT

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**MEETING DATE:** February 10, 2026

**TITLE:**

Consider and act to approve Resolution No. R-2026-27 of the City Council of the City of Bastrop, Texas, approving to extend the term of the current Bank Depository Agreement with First National Bank of Bastrop, from January 31, 2026 until January 31, 2027; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing for an effective date.

**AGENDA ITEM SUBMITTED BY:**

Laura Allen, Assistant Finance Director

**BACKGROUND/HISTORY:**

At the December 11, 2018 City Council Meeting, the City designated First National Bank of Bastrop as the City's depository. The term of the agreement was January 1, 2018 and continued in effect until December 31, 2024.

At the February 11, 2025 meeting City Council approved an extension to the current banking agreement through January 31, 2026.

Staff requests an additional one-year extension of the current depository agreement to take effect January 31, 2026 until January 31, 2027.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

- A) Laura Allen, Assistant Finance Director, recommends approval of Resolution No. R-2026-27 of the City Council of the City of Bastrop, Texas, approving to extend the term of the current Bank Depository Agreement with First National Bank of Bastrop, from January 31, 2026 until January 31, 2027; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing for an effective date.

**ATTACHMENTS:**

- Resolution R-2026-27

**RESOLUTION NO. R-2026-27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING TO EXTEND THE TERM OF THE CURRENT BANK DEPOSITORY AGREEMENT WITH FIRST NATIONAL BANK OF BASTROP, FROM JANUARY 31, 2026 UNTIL JANUARY 31, 2027; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING FOR AN EFFECTIVE DATE.**

**WHEREAS**, by action of the City Council at the December 11, 2018 City Council Meeting, the City designated First National Bank of Bastrop as the City's depository. The term of the agreement was January 1, 2019 and continued in effect until December 31, 2024; and

**WHEREAS**, City Council approved Resolution No. R-2024-178 extending the banking agreement through January 31, 2025 at the December 12, 2024 regular City Council meeting; and

**WHEREAS**, City Council approved Resolution No. R-2025-35 extending the banking agreement through January 31, 2026, at the February 11, 2025 regular City Council meeting; and

**WHEREAS**, it is in the City's best interest to extend the current banking agreement for an additional one-year term through January 31, 2027.

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

**SECTION 1:** That the City Council of the City of Bastrop, Texas, and First National Bank of Bastrop agree to an extension from January 31, 2026 until January 31, 2027.

**SECTION 2.** This resolution shall take effect immediately from and after its passage, and it is duly resolved.

**SECTION 3.** 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 Texas Open Meetings Act.



**DULY RESOLVED & ADOPTED** by the City Council of the City of Bastrop, Texas, on this, the 10<sup>th</sup> day of February 2026.

**APPROVED:**

by: \_\_\_\_\_  
Ishmael Harris, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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





# STAFF REPORT

**MEETING DATE:** February 10, 2026

**TITLE:**

Consider and act on Resolution No. R-2026-29, approving the acquisition of a permanent waterline easement; permanent wastewater easement; a fee simple acquisition for a Right-Of-Way expansion; and three temporary construction easements; along FM 969 and Blakey Lane, in the City of Bastrop; authorizing the City Manager to execute a Purchase & Sale Agreement and all other necessary documents for the acquisition of said property as described in Exhibits A-F; for the amount of eight hundred thirty-six thousand six hundred ten and no/100 (\$836,610.00).

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Andres Rosales, Assistant City Manager

**BACKGROUND/HISTORY:**

The City desires to acquire property adjacent to FM 969 and Blakey Lane for the public benefit. The City Council gave the City Manager authority to negotiate and bring back an agreement during the previous City Council meetings.

**FISCAL IMPACT:**

The purchase is \$836,610.00 and will be taken from the Blakey Land Acquisition fund.

**RECOMMENDATION:**

Authorize the City Manager to execute a purchase and sale agreement.

**ATTACHMENTS:**

1. Resolution No. R-2026-29
2. Exhibit A: Purchase Agreement

## RESOLUTION NO. R-2026-29

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE ACQUISITION OF A PERMANENT WATERLINE EASEMENT; PERMANENT WASTEWATER EASEMENT; A FEE SIMPLE ACQUISITION FOR A RIGHT-OF-WAY EXPANSION; AND THREE TEMPORARY CONSTRUCTION EASEMENTS; ALONG FM 969 AND BLAKEY LANE, IN THE CITY OF BASTROP; AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE & SALE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS FOR THE ACQUISITION OF SAID PROPERTY AS DESCRIBED IN EXHIBITS A-F; FOR THE AMOUNT OF EIGHT HUNDRED THIRTY-SIX THOUSAND SIX HUNDRED TEN AND NO/100 (\$836,610.00); 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 finds that this purchase will benefit the City by expanding utilities and public roadways, which is in alignment with the "Infrastructure" Focus Area and Master Transportation Plan; and

**WHEREAS,** the City finds that acquiring certain real property is intended to serve the public for infrastructure, safety, and development; and

**WHEREAS,** the City desires to acquire the property along and adjacent to FM 969 and Blakey Lane as described in the attached Purchase Agreement Exhibits A-F (the "Property"), in the City of Bastrop, in Bastrop County, Texas, attached and incorporated into this Resolution; and

**WHEREAS,** the City Council desires to enter into a Purchase & Sale Agreement with the owner of the Property, as attached in Exhibit "A".

**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 City Manager to execute on behalf of the City and enter into a Purchase & Sale Agreement, substantially in the form attached as Exhibit "A", and all other necessary documents for the acquisition of the Property for the amount of \$836,610.00.
- 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, Texas, on this, the 10th day of February, 2026.**

[Signature Page to Follow]

**APPROVED:**

by: \_\_\_\_\_  
Ishmael Harris, Mayor

**ATTEST:**

\_\_\_\_\_  
Michael Muscerello, City Secretary

**APPROVED AS TO FORM:**

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



**PURCHASE AGREEMENT  
IN LIEU OF CONDEMNATION**

STATE OF TEXAS                   §  
   §  
COUNTY OF BASTROP         §

THIS PURCHASE AGREEMENT in lieu of condemnation (this “Agreement”) is between Karmen Townsend (“Seller”) and the City of Bastrop (“Buyer” or “City”).

I.  
Conveyance of Property Interests

1.01 **Sale and Purchase.** Seller agrees to sell and Buyer agrees to purchase the property interests described in **Exhibits A-F** (the “Property”), which are affected by the City’s public improvement projects along FM 969 and Blakey Lane in Bastrop, Texas (the “Project”). Said Property includes the following:

- (A) permanent waterline easement;
- (B) permanent wastewater easement;
- (C) a fee simple acquisition for a ROW expansion; and
- (D) three temporary construction easements.

II.  
Consideration

2.01 **Purchase Price.** The purchase price for the Property is **Eight Hundred Thirty-Six Thousand Six Hundred Ten and No/100 (\$836,610.00)** (the “Total Monetary Compensation”).

2.02 The Seller stipulates that the Total Monetary Compensation payment constitutes and includes all compensation due Seller by Buyer related to the Project, including without limitation, any damage to or diminution in the value of the remainder of Seller’s property caused by, incident to, or related to the Project.

2.03 **Eminent Domain.** Seller and the Buyer agree that the Property is being sold and conveyed to the City under the imminence of condemnation, as that term is used in the Internal Revenue Code, Title 26, United States Code.

III.  
Closing

3.01 **Closing.** The Closing (herein so called) shall occur in and through the office of **Old Republic Title, 42 W. Sunset Road, Suite 201, San Antonio, TX 78209** (“Title Company”), with said Title Company acting as escrow agent. The Seller shall assist and support satisfaction of all

closing requirements in relation to solicitation of release or subordination of liens and encumbrances and other curative efforts affecting the Property, if necessary. The Seller shall convey the Property free and clear of all debts and liens. The Seller will convey the Property using the form instruments attached as **Exhibits A-F** to Buyer. Buyer and Seller will deliver all documents that are required to close the sale and purchase of the Property.

**3.02 Closing Costs.** At the Closing, Buyer will pay all closing costs. Seller will pay Seller's legal expenses, if any.

**3.03 Joinder by Tenant.** If necessary, Seller must obtain a duly executed acknowledgement from the Tenant of the Property for the current transaction.

#### IV. Miscellaneous

**4.01 Entire Agreement.** This Agreement contains the entire agreement of the parties. This Agreement can be amended or assigned only by written agreement signed by Seller and Buyer.

**4.02 Authorized Signature.** Seller represents and warrants to Buyer that it has taken all actions necessary to authorize the party executing this Agreement for and on behalf of Seller to bind, in all respects, Seller to all terms and provisions of this Agreement, that such person possesses the authority to execute this Agreement and bind Seller hereto, and that this Agreement is binding and enforceable upon Seller in accordance with the terms hereof.

**4.03 Binding.** This Agreement is binding upon the heirs, executors, administrators, personal representatives, successors and assigns of Buyer and Seller. The validity of this Purchase Contract is contingent upon City Council approval.

**4.04 Effective Date.** This Agreement is effective on the date that Buyer has signed and executed this Agreement.

**4.05 Addresses.** The addresses of Buyer and Seller are:

Seller: 245 Duff Dr., Bastrop, TX, 78602

Buyer: City of Bastrop  
1311 Chestnut St., Bastrop, Texas 78602

**4.06 Law and Venue.** This Agreement is governed by the laws of the State of Texas, and is performable in Bastrop County, Texas.

This Purchase Agreement in Lieu of Condemnation has been signed by Buyer and Seller on the dates appearing below each signature.

**SELLER:**

Karmen Townsend

\_\_\_\_\_

Date: \_\_\_\_\_

**BUYER:**

CITY OF BASTROP

\_\_\_\_\_

Sylvia Carrillo, City Manager

Date: \_\_\_\_\_



## Special Warranty Deed

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

<b>Date:</b>	January __, 2026
<b>Grantor:</b>	Karmen Townsend, an individual
<b>Grantor's Mailing Address:</b>	245 Duff Dr, Bastrop TX 78602
<b>Grantee:</b>	City of Bastrop, Texas a Texas home-rule municipality
<b>Grantee's Mailing Address:</b>	1311 Chestnut Street   Bastrop, Texas 78602
<b>Consideration:</b>	Ten and no/100 Dollars and other good and valuable consideration

### Property:

Being that certain tract of Grantor-owned property consisting of 2.414 acres (105,143 square feet) situated in the Nancy Blakey Survey, Abstract No. 98 in the City of Bastrop, Bastrop County, Texas; said tract being out of a 322.79 acre tract of land described as "Tract 2" in a deed to Lloyd F. Ketha as recorded in Volume 294, Page 261 of the Official Public Records of Bastrop County, Texas, and being more particularly described in Exhibit A to this deed.

### Reservations from Conveyance:

Grantor retains the right to connect driveways, including commercial and residential driveways, to the Property from Grantor's adjoining land provided that said driveways meet applicable permitting, design, and spacing requirements.

### Exceptions to Conveyance and Warranty:

- a. Visible and apparent easements not appearing of record.
- b. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements shown in the attached survey.
- c. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Bastrop County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.
- d. The Deed is granted by Grantor "AS-IS", "WHERE-IS" and WITH ALL FAULTS. GRANTEE ACKNOWLEDGES THAT IT HAS BEEN PROVIDED ADEQUATE ACCESS TO GRANTOR'S PROPERTY AND TIME TO CONDUCT ITS OWN

INSPECTIONS AND THAT GRANTOR HAS NOT MADE NOR WILL MAKE ANY REPRESENTATION OR WARRANTY TO GRANTEE WITH RESPECT TO THE CONDITION OF THE PROPERTY AND/OR GRANTOR'S REMAINING PROPERTY, OR ACCESS THERETO, WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, AND THAT GRANTOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT GRANTOR'S PROPERTY IS OR WILL BE SUITABLE FOR GRANTEE'S INTENDED PURPOSES.

Grantor warrants that Grantor is lawfully seized of good and indefeasible title to the Property and has the right to convey title to the Property subject to any Reservations or Exceptions from Conveyance contained herein.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

This conveyance is made in lieu of and under threat of condemnation.

*(signature page follows)*

**GRANTOR:**

\_\_\_\_\_  
Karmen Townsend, an individual

**THE STATE OF TEXAS**  
**COUNTY OF BASTROP**

§  
§

This instrument was acknowledged before me, the undersigned, on this the \_\_\_\_ day of \_\_\_\_\_, 2026 by Karmen Townsend.

(seal)

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

**GRANTEE:**

City of Bastrop, Texas  
a Texas home-rule municipality

\_\_\_\_\_  
By: Sylvia Carrillo  
Its: City Manager

**THE STATE OF TEXAS**  
**COUNTY OF BASTROP**

§  
§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2026 by Sylvia Carrillo, in her capacity as City Manager of the City of Bastrop, Texas.

(seal)

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

**EXHIBIT A, p. 1/3****LEGAL DESCRIPTION**

BEING A DESCRIPTION OF A 2.414 ACRE (105,143 SQUARE FEET) VARIABLE WIDTH RIGHT-OF-WAY TRACT, SITUATED IN THE NANCY BLAKEY SURVEY, ABSTRACT No. 98 IN THE CITY OF BASTROP, BASTROP COUNTY, TEXAS, SAID TRACT BEING SITUATED ON A 322.79 ACRE TRACT OF LAND DESCRIBED AS "TRACT 2" IN A DEED TO LLOYD F. KETHA AS RECORDED IN VOLUME 294, PAGE 261 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS (O.P.R.B.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING: AT A FOUND 1/2" IRON ROD WITH CAP ON THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 71 WEST (A VARIABLE WIDTH RIGHT-OF-WAY), BEING THE EAST RIGHT-OF-WAY LINE OF EDWARD BURLESON LANE (A 60 FOOT WIDE RIGHT-OF-WAY) AS DESCRIBED IN BURLESON CROSSING AND RECORDED IN CABINET 5, PAGE 14-A PLAT RECORDS OF BASTROP COUNTY, TEXAS (P.R.B.C.T.) , AND THE SOUTHWEST CORNER OF SAID BRP EAST, L.P. TRACT;

THENCE: N02°13'27"W, A DISTANCE OF 1,385.43 FEET, DEPARTING THE NORTH RIGHT-OF-WAY LINE OF SAID HIGHWAY 71 WEST, ALONG AND WITH THE EAST RIGHT-OF-WAY LINE OF SAID EDWARD BURLESON LANE TO THE BEGINNING OF A CURVE;

THENCE: 39.23 FEET ALONG A CURVE TO THE RIGHT, ALONG AND WITH THE EAST RIGHT-OF-WAY LINE OF SAID EDWARD BURLESON LANE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°55'04", AND A CHORD BEARING AND DISTANCE OF N 42°43'45"E, 35.33 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF BLAKEY LANE (A 63' WIDE RIGHT-OF-WAY) AS DESCRIBED AND RECORDED IN CABINET 5, PAGE 14-A OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS;

THENCE: N 02°18'24" W, ALONG AND WITH THE EAST RIGHT-OF-WAY LINE OF SAID BLAKEY LANE, A DISTANCE OF 68.91 FEET TO A POINT IN THE SOUTH LINE OF SAID 322.79 ACRE TRACT FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED 2.414 ACRE RIGHT-OF-WAY TRACT AND THE POINT OF BEGINNING;

THENCE: DEPARTING THE EAST RIGHT-OF-WAY LINE OF SAID BLAKEY LANE AND CROSSING SAID 322.79 ACRE TRACT THE FOLLOWING NINE (9) COURSES;

N 02°18'24" W, A DISTANCE OF 1.09 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED 2.414 ACRE RIGHT-OF-WAY TRACT;

N 87°57'27" E, A DISTANCE OF 137.43 FEET TO A POINT FOR THE BEGINNING OF A CURVE, 97.24 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET, A DELTA ANGLE OF 11°51'16", A CHORD BEARING AND DISTANCE OF N 79°50'15" E, 97.07 FEET TO A POINT,

N 73°54'38" E, A DISTANCE OF 163.34 FEET TO A POINT FOR THE BEGINNING OF A CURVE, 111.43 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 12°02'44", A CHORD BEARING AND DISTANCE OF N 79°56'00" E, 111.22 FEET TO A POINT,

N 87°54'44" E, A DISTANCE OF 608.34 FEET TO A POINT,

N 87°48'49" E, A DISTANCE OF 594.54 FEET TO A POINT,

N 42°42'42" E, A DISTANCE OF 28.39 FEET TO A POINT,

N 01°58'39" W, A DISTANCE OF 19.70 FEET TO A POINT,

N 87°42'38" E, A DISTANCE OF 55.00 FEET TO A POINT IN THE WEST LINE OF RIVERSIDE GROVE SUBDIVISION AS DESCRIBED AND RECORDED IN CABINET 4, PAGES 52A-52B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS AND THE EAST LINE OF SAID 322.79 ACRE TRACT FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED 2.414 ACRE RIGHT-OF-WAY TRACT,

**DATAPoint**  
ENGINEERING • LAND SURVEYING • GIS • UAS  
12450 Network Blvd., Ste 155 | San Antonio, TX 78249  
726.777.4240 | www.datapointsurveying.com  
TDR Reg. No.: P-26072 | TDRS Reg. No.: 10194585

2.414 ACRE (105,143 Sq. Ft.)  
**VARIABLE WIDTH RIGHT-OF-WAY TRACT**  
LYING ON THE LANDS OF LLOYD F. KETHA  
CITY OF BASTROP, BASTROP COUNTY, TEXAS

EXHIBIT VARIABLE WIDTH RIGHT-OF-WAY TRACT		
No.	Date	Revision Description
Drawn By: J. RODRIGUEZ		Checked By: A. REYES
Date: 08/15/2024		Proj. No.:
File Name: \\snp-ls-02w\lsc\24\10194585.dwg		

Sheet No.  
**SHEET 2 OF 3**

**EXHIBIT A, p. 2/3**

(CONTINUED)

THENCE: S 01°58'39" E, ALONG AND WITH THE WEST LINE OF SAID RIVERSIDE GROVE SUBDIVISION AND THE EAST LINE OF SAID 322.79 ACRE TRACT, A DISTANCE OF 109.91 FEET TO A FOUND CONCRETE MONUMENT FOR THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED TO BASTROP APARTMENTS, L.P. IN DOCUMENT NO. 202317786 OF THE OFFICIAL PROPERTY RECORDS OF BASTROP COUNTY, TEXAS, THE SOUTHEAST CORNER OF SAID 322.79 ACRE TRACT AND THE HEREIN DESCRIBED 2.414 ACRE RIGHT-OF-WAY EASEMENT;

THENCE: S 87°48'49" W, ALONG AND WITH THE SOUTH LINE OF SAID 322.79 ACRE TRACT, A DISTANCE OF 669.30 FEET TO A POINT FOR THE NORTHEAST CORNER OF THE SETTLEMENT ON THE COLORADO SUBDIVISION AS DESCRIBED AND RECORDED IN CABINET 2, PAGE 259B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS AND THE NORTHWEST CORNER OF SAID BASTROP APARTMENTS, L.P. TRACT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED 2.414 ACRE RIGHT-OF-WAY TRACT;

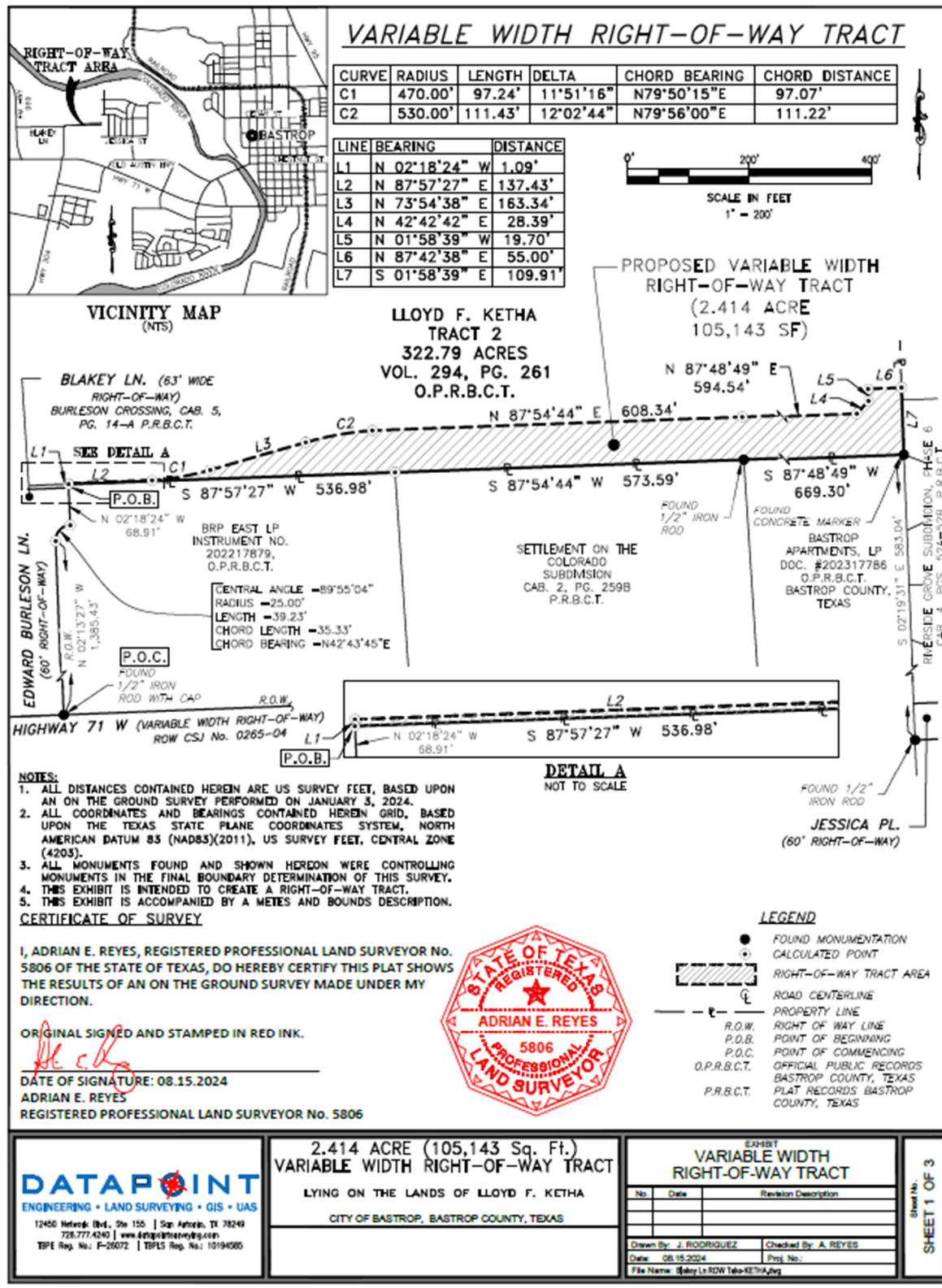
THENCE: S 87°54'44" W, CONTINUING ALONG AND WITH THE SOUTH LINE OF SAID 322.79 ACRE TRACT, A DISTANCE OF 573.59 FEET TO A POINT FOR THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED TO BRP EAST, L.P. IN INSTRUMENT No. 202217879 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, THE NORTHWEST CORNER OF SAID SETTLEMENT ON THE COLORADO SUBDIVISION AND AN ANGLE POINT OF THE HEREIN DESCRIBED 2.414 ACRE RIGHT-OF-WAY TRACT;

THENCE: S 87°57'27" W, CONTINUING ALONG AND WITH THE SOUTH LINE OF SAID 322.79 ACRE TRACT, A DISTANCE OF 536.98 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.414 ACRES OF LAND, MORE OR LESS.

<b>DATAPOINT</b> ENGINEERING • LAND SURVEYING • GIS • UAS 12450 Network Blvd., Ste 155   San Antonio, TX 78249 726.777.4240   www.datapointsurveying.com TSP# Reg. No.: P-26072   TSP#S Reg. No.: 10194585	2.414 ACRE (105,143 Sq. Ft.) <b>VARIABLE WIDTH RIGHT-OF-WAY TRACT</b> LYING ON THE LANDS OF LLOYD F. KETHA CITY OF BASTROP, BASTROP COUNTY, TEXAS	EXHIBIT <b>VARIABLE WIDTH          RIGHT-OF-WAY TRACT</b>	SHEET 3 OF 3																
	<table border="1"> <thead> <tr> <th>No.</th> <th>Date</th> <th>Revision Description</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	No.		Date	Revision Description										<table border="1"> <tr> <td>Drawn By: J. RODRIGUEZ</td> <td>Checked By: A. REYES</td> </tr> <tr> <td>Date: 08.15.2024</td> <td>Proj. No:</td> </tr> <tr> <td colspan="2">File Name: \\slap-01\BOM\Task\45TH\45th</td> </tr> </table>	Drawn By: J. RODRIGUEZ	Checked By: A. REYES	Date: 08.15.2024	Proj. No:
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File Name: \\slap-01\BOM\Task\45TH\45th																			

## Exhibit A

## EXHIBIT A, p. 3/3





## Water Utility Easement Agreement

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

<b>Date:</b>	January __, 2026
<b>Grantor:</b>	Karmen Townsend, an individual
<b>Grantor's Mailing Address:</b>	245 Duff Dr, Bastrop TX 78602
<b>Grantee:</b>	City of Bastrop, Texas a Texas home-rule municipality
<b>Grantee's Mailing Address:</b>	1311 Chestnut Street, Bastrop, Texas 78602
<b>Consideration:</b>	Ten and no/100 Dollars and other good and valuable consideration

### Grantor's Property:

Being that certain tract of land consisting of 322.79 acres and described as "Tract 2" in a deed to Lloyd F. Ketha, as recorded in Volume 294, Page 261 of the Official Public Records of Bastrop County, Texas.

### Easement Property:

The area within Grantor's Property, consisting of 2.977 acres and with a 20-foot minimum variable width, and as further described in Exhibit A, attached hereto and incorporated herein.

### Easement Purpose:

For the installation, construction, reconstruction, inspection, operation, use, maintenance, repair, upgrade, replacement, and removal of underground water lines, mains, pipelines, and all other appurtenant underground equipment and underground improvements necessary or useful for the transmission, collection, monitoring, or conveyance of potable water as part of a public utility system (collectively, the "Facilities").

### Reservations from Conveyance:

Grantor retains, reserves, and shall continue to enjoy the use of the Easement Property for any and all purposes which do not interfere with or prevent Holder's (as defined herein) use of the Easement for the Easement Purposes. The rights retained by Grantor include the rights of ingress and egress on the Easement Property, and the right to construct or locate upon, under, or across the Easement Property the following improvements: landscaping (not including trees), utilities, irrigation, paved parking, driveways, and roads, together with associated curbs, fences, private lighting, private electrical lines, trails, sidewalks, signage and public and private alleys and streets.

This instrument does not grant Holder the right to install any above-ground improvements of any kind unless in connection with Holder's restoration obligations as expressly set forth herein.

**Exhibit B**

Grantor shall retain all of the oil, gas, groundwater and other minerals in, on and under the within the Easement; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the surface of the Easement but it will be permitted to extract the oil and other minerals from and under the Easement by directional drilling and other means so long as such activities do not damage, destroy, injure, and/or interfere with Holder's use of the Easement for the purposes for which the Easement is being sought by Holder.

**Exceptions to Conveyance and Warranty:**

- a. Visible and apparent easements not appearing of record.
- b. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements shown in the attached survey.
- c. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Bastrop County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.
- d. The Easement is granted by Grantor "AS-IS", "WHERE-IS" and WITH ALL FAULTS. GRANTEE ACKNOWLEDGES THAT IT HAS BEEN PROVIDED ADEQUATE ACCESS TO GRANTOR'S PROPERTY AND TIME TO CONDUCT ITS OWN INSPECTIONS AND THAT GRANTOR HAS NOT MADE NOR WILL MAKE ANY REPRESENTATION OR WARRANTY TO GRANTEE WITH RESPECT TO THE CONDITION OF THE EASEMENT PROPERTY AND/OR GRANTOR'S REMAINING PROPERTY, OR ACCESS THERETO, WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, AND THAT GRANTOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT GRANTOR'S PROPERTY IS OR WILL BE SUITABLE FOR GRANTEE'S INTENDED PURPOSES.

**Grant of Easement:**

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and Exceptions to Warranty.

**Terms and Conditions:**

The following terms and conditions apply to the Easement granted by this agreement:



1. *Character of Easement.* The Easement and related rights granted by Grantor in this agreement to Grantee are an irrevocable easement in gross for the benefit of Grantee and its successors and assigns (as applicable, the “Holder”), as owner of the rights created by the Easement in gross. The Easement and related rights granted by Grantor in this agreement are binding on Grantor; on the Grantor’s heirs, legal representatives, successors, and assigns; and on all future owners of the Easement Property. This Easement and other rights granted by Grantor in this agreement are independent of any lands or estates of interest in lands; there is no other real property benefitting from the Easement granted in this agreement. The Easement is non-exclusive and Grantor reserves the right to grant other easements, licenses, or rights of use over the Easement Area; provided, however, that such other uses shall not materially interfere with Grantee’s use, purpose, or enjoyment of the Easement, as contemplated herein.

2. *Assignment.* Grantee may assign, sublease, license, transfer, or convey its interest in this agreement or any part of its interest in the Easement without Grantor’s consent, provided that the assignee or transferee shall be subject to all of the obligations, covenants, and conditions applicable to Grantee.

3. *Duration of Easement.* The duration of the Easement is perpetual.

4. *Facilities, Improvement and Maintenance.* The Facilities will not be used to transport, convey, or collect any other material or liquid aside from potable water. Improvement and maintenance of the Facilities and all related work will be at the sole expense of Holder. Holder has the right to remove prohibited encroachments into the Easement Property that interfere with the Easement Purpose. Holder has the right to construct, install, maintain, replace, and remove the Facilities on, under, or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder’s sole discretion, subject to performance of Holder’s obligations under this agreement. Holder has the right to remove or relocate any fences or gates within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences and gates to their original condition or better on the completion of the work. During the initial construction of the Facilities, Grantee agrees to remove Grantor’s existing cattle fencing within the Easement Property and install new cattle fencing of an equal or better quality along the outermost boundary of the Easement Property as illustrated in the attached Exhibit B; however, said new fencing will not obstruct Grantor’s existing recessed driveway and gate, and will be tied into said recessed improvements. Prior to beginning any construction or other work that requires the removal of existing fencing, Holder will install temporary fencing in place thereof to secure livestock and pets on Grantor’s property, and to prevent unauthorized entry onto the Easement and Grantor’s adjoining property.

5. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Binding Effect.* This agreement binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

7. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Bastrop County, Texas.

8. *Counterparts.* This agreement may be executed in multiple counterparts. All counterparts taken together constitute this agreement.

9. *Restoration, Security, and Manner of Work.* Within a reasonable time following completion of the Facilities, and thereafter following any repair or maintenance work thereon, Holder shall (i) repair all damage caused by its activities and restore any damaged improvements to their prior condition, and (ii) clean up and restore the surface of the Easement to the condition that existed immediately prior to Holder's activities therein. Holder acknowledges that Grantor raises, tends, and grazes livestock on the Easement Property and Grantor's adjoining land. If any of said livestock are harmed or killed as a result of Holder's negligence or willful misconduct in conducting activities within the Easement, Holder will compensate Grantor for the corresponding losses. Holder agrees: (a) to perform all work undertaken in connection with the Easement Purpose in a good and workmanlike manner and to promptly complete its work within the Easement; (b) to not unreasonably interfere with the use of Grantor's property by Grantor or any of Grantor's tenants, invitees or guests; and (c) that no cost or expense shall be incurred by Grantor in connection with any of Holder's use, construction, removal, demolition and/or maintenance of the Facilities.

10. *Prohibited Encroachments.* Grantor may not construct, install, or locate buildings, free-standing structures (not to include fencing), retaining walls, shrubs or trees within the Easement.

11. *Access.* Holder and Holder's employees, contractors, agents, licensees and invitees shall have the right of ingress and egress over the Easement Property only for the Easement Purposes. Nothing in this instrument shall be construed to convey the rights of ingress or egress over Grantor's adjoining and/or other property outside of the Easement Property. Holder will not materially interrupt Grantor's access on, over, or across the Easement Property. Holder will use commercially reasonable efforts to notify Grantor prior to initial construction and subsequent construction operations.

12. *Insurance.* Holder shall maintain and shall require its contractor(s) to maintain, adequate liability insurance during its activities within the Easement, and to be responsible for any damage or injury incurred as a result of its activities within the Easement. Holder shall conduct all of its activities within the Easement in compliance with the terms of this instrument, and all applicable federal, state, and local laws and ordinances.

13. *Condemnation.* This conveyance is made in lieu of and under threat of condemnation.

14. *Waiver of Default.* A default is not waived if the nondefaulting party fails to declare default immediately or delays in taking any action with respect to the default. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

15. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

16. *Survival.* The obligations of the parties in this agreement that cannot be or were not performed before termination of this agreement survive termination of this agreement.

17. *Legal Construction.* If any provision in this agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the 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 the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

18. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or email and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

*(Signature page follows)*

Exhibit B

**GRANTOR:**

\_\_\_\_\_  
Karmen Townsend, an individual

**THE STATE OF TEXAS**  
**COUNTY OF BASTROP**

§  
§

This instrument was acknowledged before me, the undersigned, on this the \_\_\_\_ day of \_\_\_\_\_, 2026 by Karmen Townsend.

(seal)

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

**GRANTEE:**

City of Bastrop, Texas  
a Texas home-rule municipality

\_\_\_\_\_  
By: Sylvia Carrillo  
Its: City Manager

**THE STATE OF TEXAS**  
**COUNTY OF BASTROP**

§  
§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2026 by Sylvia Carrillo, in her capacity as City Manager of the City of Bastrop, Texas.

(seal)

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

## Exhibit B

## Exhibit A (1/6)

## Description of Easement Property

BEGINNING: AT A FOUND 1/2" IRON ROD ON THE NORTH RIGHT-OF-WAY LINE OF BLAKEY LANE AND THE EAST RIGHT-OF-WAY LINE OF FM HIGHWAY 969 (AN 80' WIDE RIGHT-OF-WAY) FOR THE SOUTHWEST CORNER OF SAID 322.79 ACRE TRACT AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED 2.977 ACRE EASEMENT,

THENCE: N 01°22'44" W, ALONG AND WITH THE EAST RIGHT-OF-WAY LINE OF SAID FM HIGHWAY 969, A DISTANCE OF 10.00 FEET TO A POINT AND N 01°21'14" W, A DISTANCE OF 10.01 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED 2.977 ACRE EASEMENT;

THENCE: DEPARTING THE EAST RIGHT-OF-WAY LINE OF SAID FM HIGHWAY 969 AND THE WEST LINE OF SAID 322.79 ACRE TRACT, CROSSING SAID 322.79 ACRE TRACT, THE FOLLOWING FOURTEEN (14) COURSES:

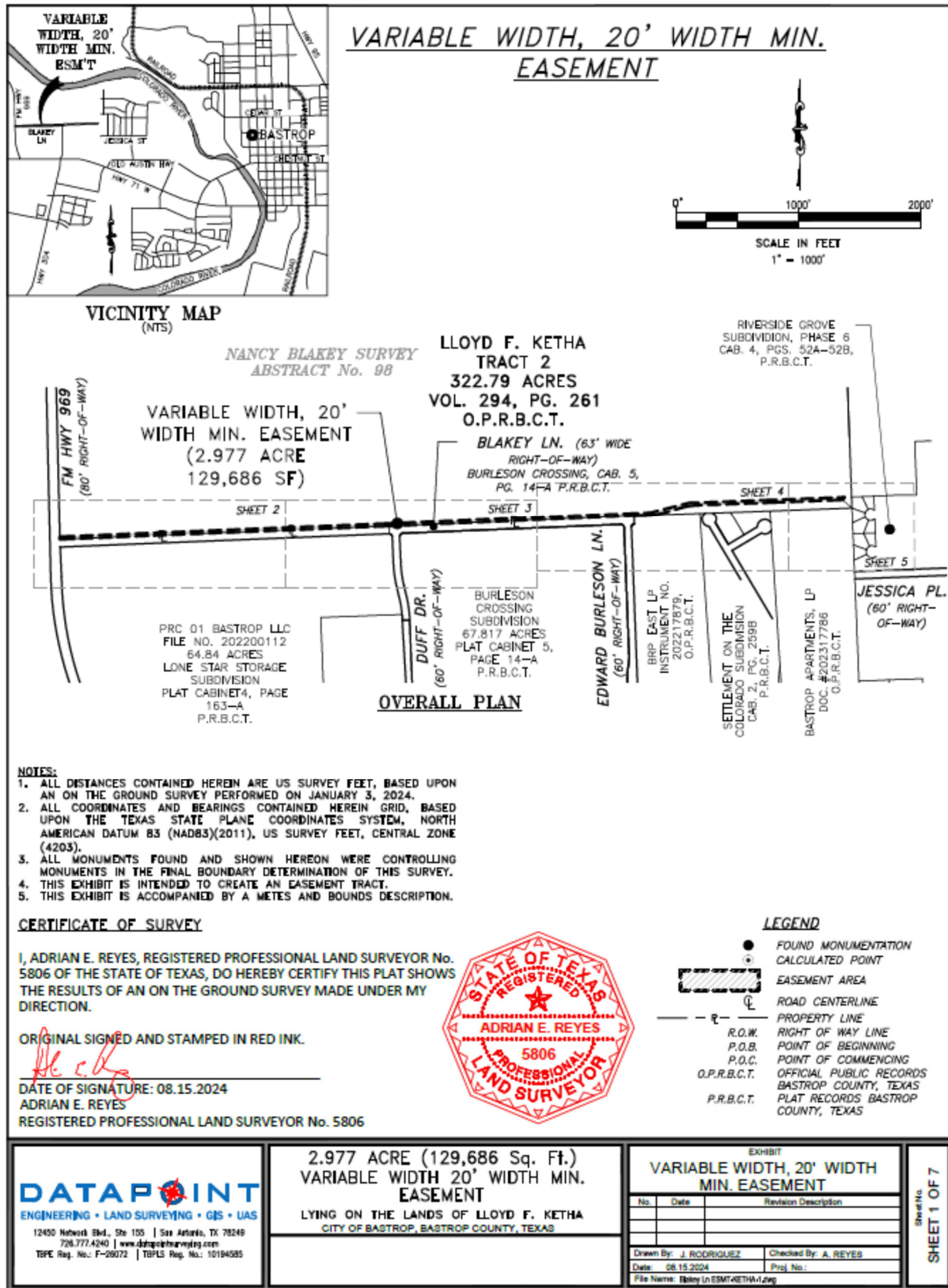
N 87°41'55" E, A DISTANCE OF 2,687.19 FEET TO A POINT,  
 N 87°31'28" E, A DISTANCE OF 1,983.73 FEET TO A POINT,  
 N 02°18'24" W, A DISTANCE OF 1.24 FEET TO A POINT,  
 N 87°57'27" E, A DISTANCE OF 157.53 FEET TO A POINT,  
 N 75°35'27" E, A DISTANCE OF 321.42 FEET TO A POINT,  
 N 87°54'44" E, A DISTANCE OF 659.01 FEET TO A POINT,  
 N 87°48'49" E, A DISTANCE OF 614.45 FEET TO A POINT FOR THE NORTHEAST CORNER OF THE  
 HEREIN DESCRIBED 2.980 ACRE EASEMENT,  
 S 42°42'42" W, A DISTANCE OF 28.23 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THE  
 HEREIN DESCRIBED 2.977 ACRE EASEMENT FROM WHICH A FOUND CONCRETE MONUMENT IN THE  
 WEST LINE OF RIVERSIDE GROVE SUBDIVISION, PHASE 6 AS DESCRIBED AND RECORDED IN CABINET  
 4, PAGES 52A-52B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS AND THE SOUTHEAST  
 CORNER OF SAID 322.79 ACRE TRACT, BEARS S 49°02'59" E, A DISTANCE OF 102.38 FEET,  
 S 87°48'49" W, A DISTANCE OF 594.54 FEET TO A POINT,  
 S 87°54'44" W, A DISTANCE OF 608.34 FEET TO A POINT FOR THE BEGINNING OF A CURVE,  
 111.43 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, A CENTRAL  
 ANGLE OF 12°02'44", A CHORD BEARING OF S 79°56'00" W, A DISTANCE OF 111.22 FEET TO A  
 POINT,  
 S 73°54'38" W A DISTANCE OF 163.34 FEET TO A POINT FOR THE BEGINNING OF A CURVE,  
 97.24 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET, A CENTRAL  
 ANGLE OF 11°51'16", A CHORD BEARING OF S 79°50'15" W, A DISTANCE OF 97.07 FEET TO A  
 POINT AND,  
 S 87°57'27" W A DISTANCE OF 137.43 FEET TO A POINT;

THENCE: S 02°18'24" E A DISTANCE OF 1.09 FEET TO A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF  
 BLAKEY LANE AND THE SOUTH LINE OF SAID 322.79 ACRE TRACT FOR FOR A SOUTH CORNER OF THE HEREIN  
 DESCRIBED 2.977 ACRE EASEMENT;

THENCE: S 87°37'27" W, ALONG AND WITH THE NORTH RIGHT-OF-WAY LINE OF SAID BLAKEY LANE AND THE  
 SOUTH LINE OF SAID 322.79 ACRE TRACT, A DISTANCE OF 2,003.70 FEET TO A POINT;

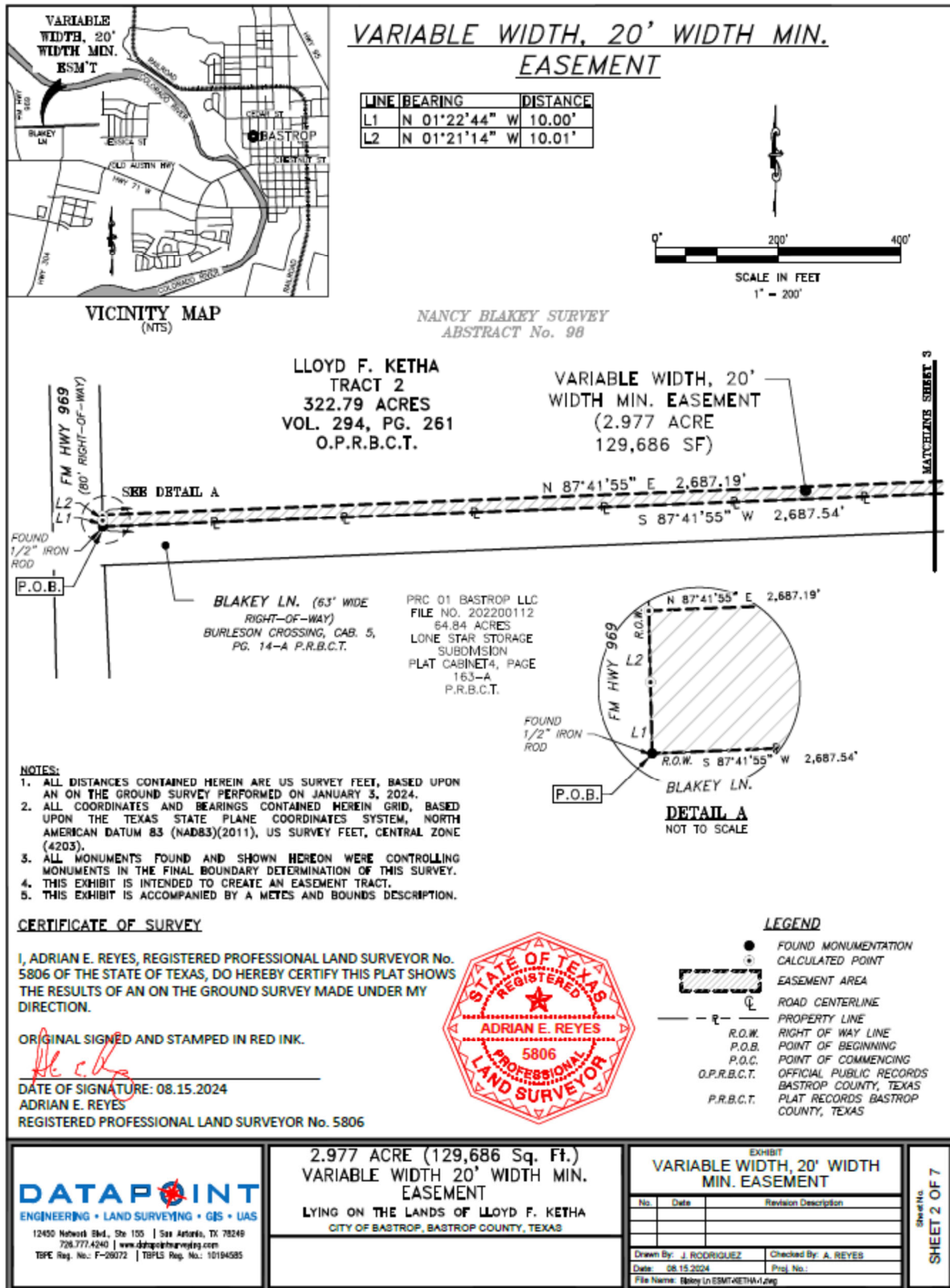
THENCE: S 87°41'55" W, CONTINUING ALONG AND WITH THE NORTH RIGHT-OF-WAY LINE OF SAID BLAKEY  
 LANE AND THE SOUTH LINE OF SAID 322.79 ACRE TRCAT, A DISTANCE OF 2,687.54 FEET THE POINT OF  
 BEGINNING AND CONTAINING 2.977 ACRES OF LAND, MORE OR LESS.

## Exhibit A (2/6)

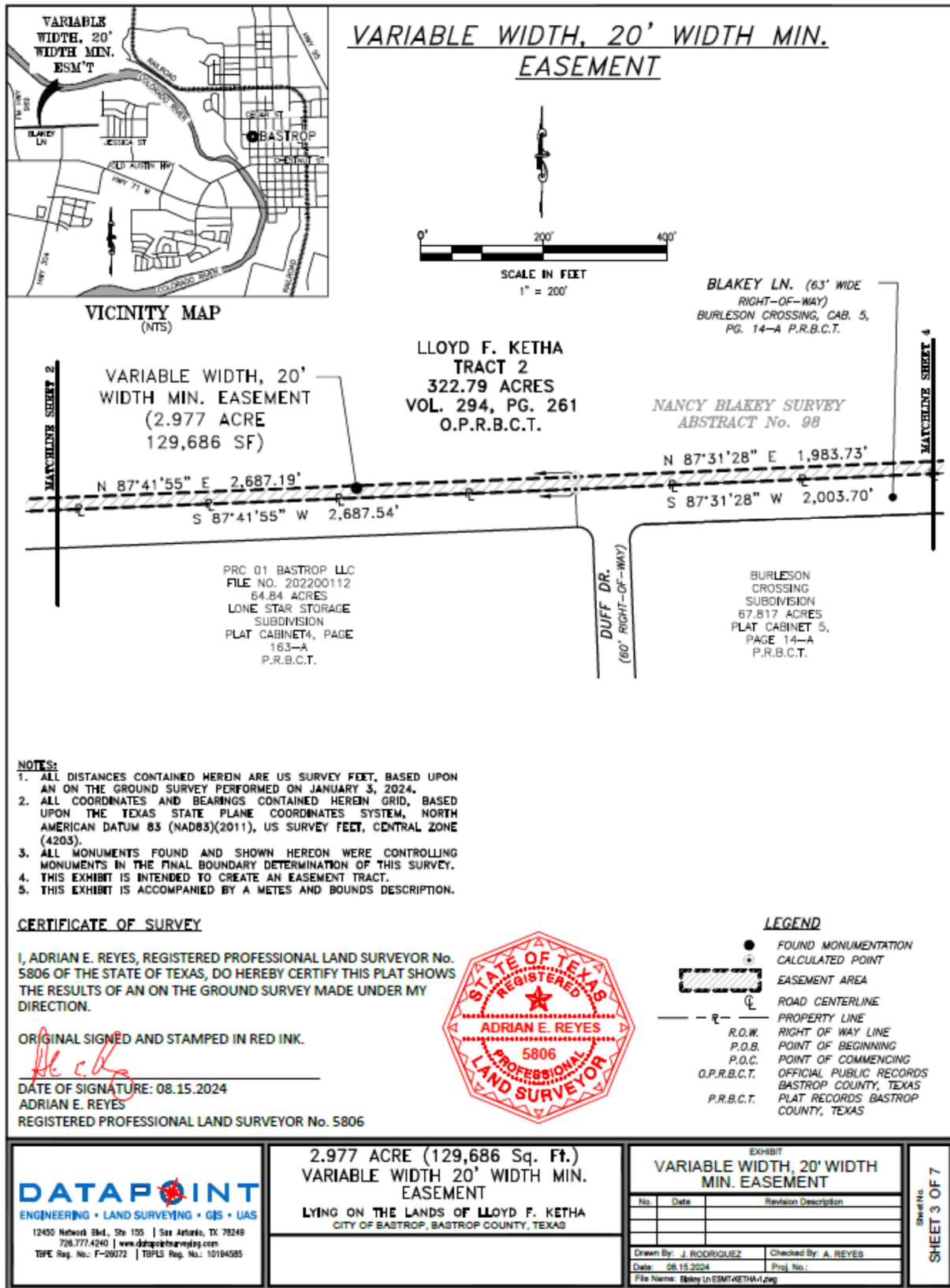




## Exhibit A (3/6)



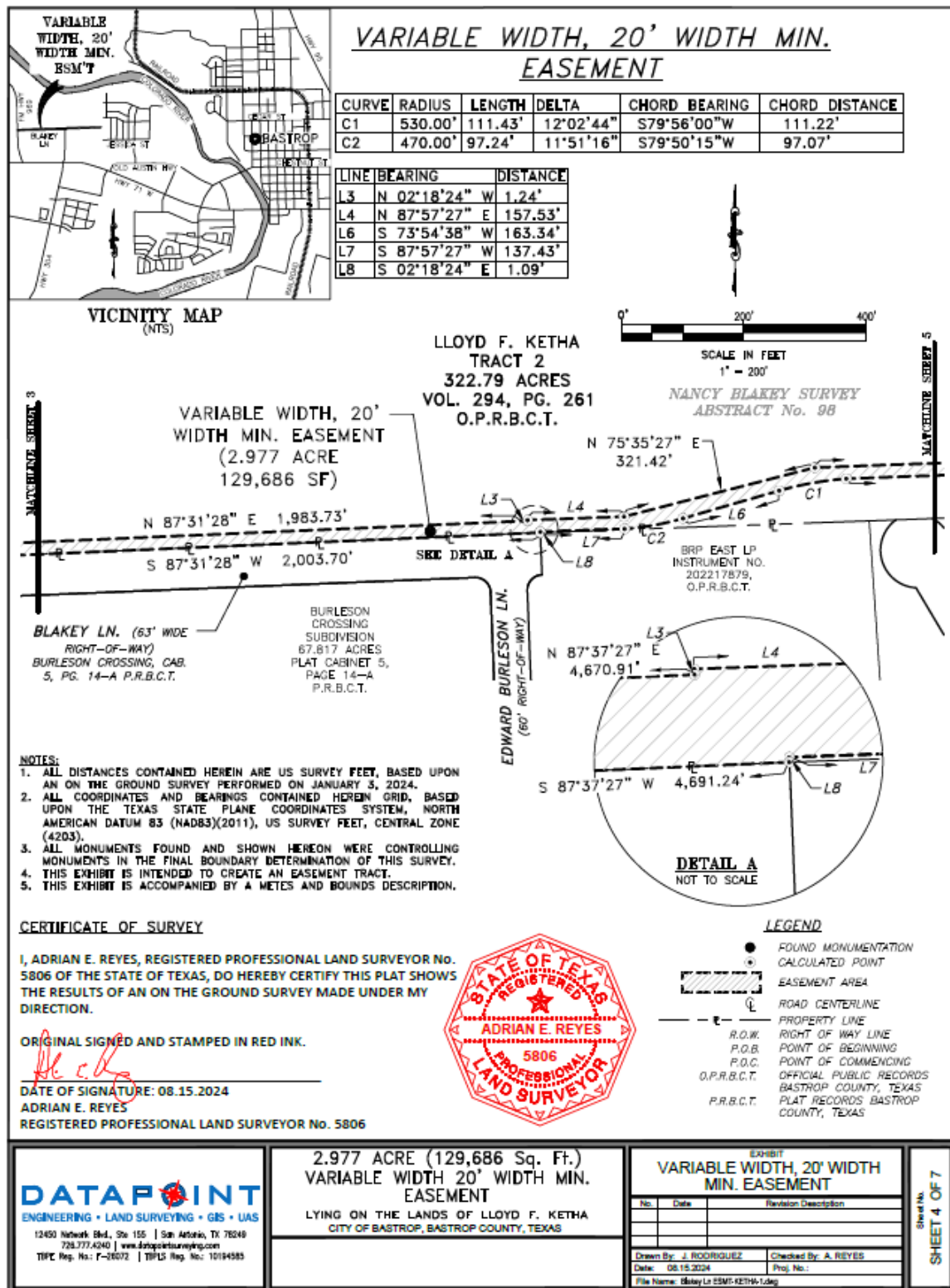
## Exhibit A (4/6)





## Exhibit B

## Exhibit A (5/6)



## Exhibit A (6/6)

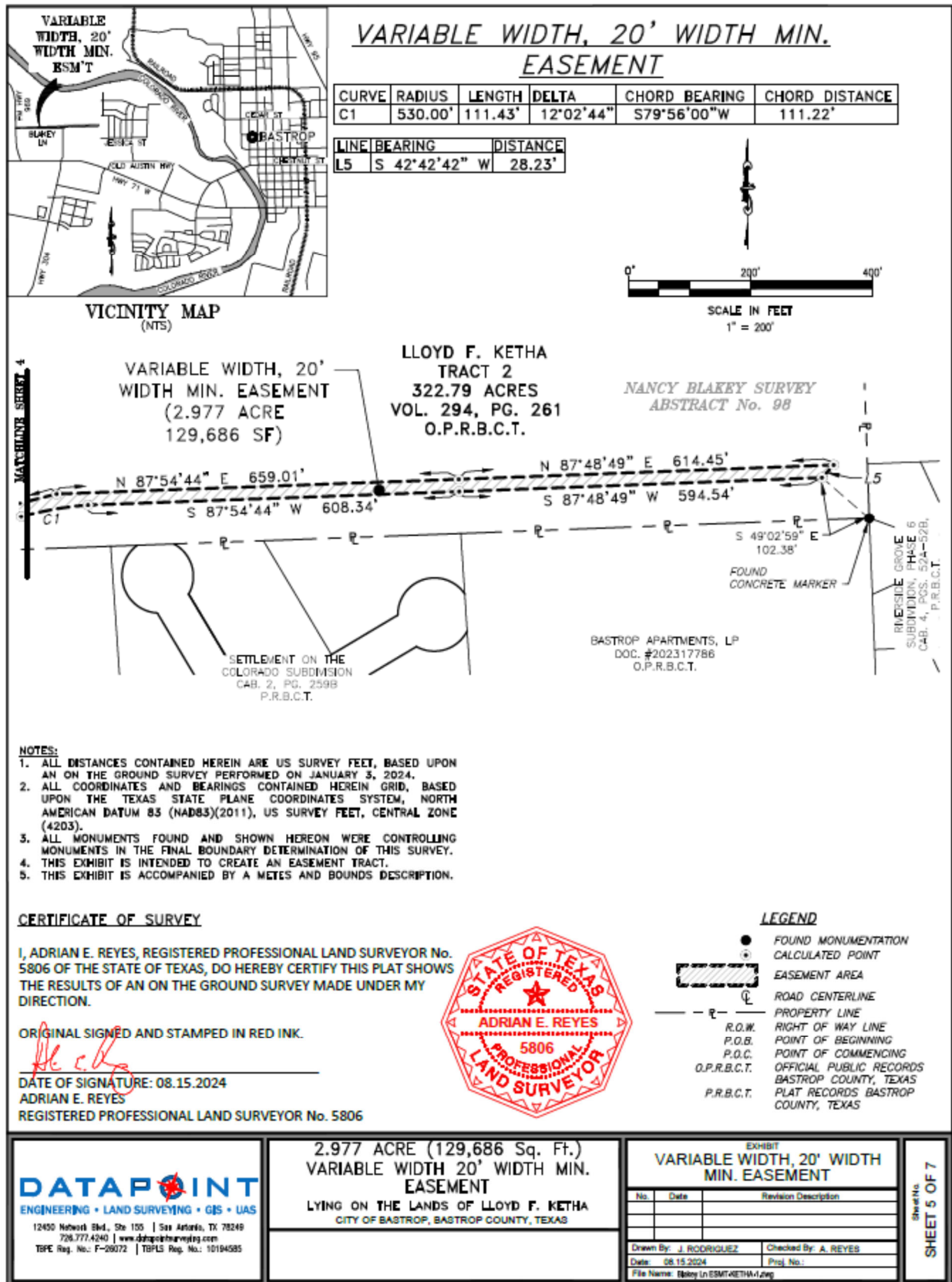
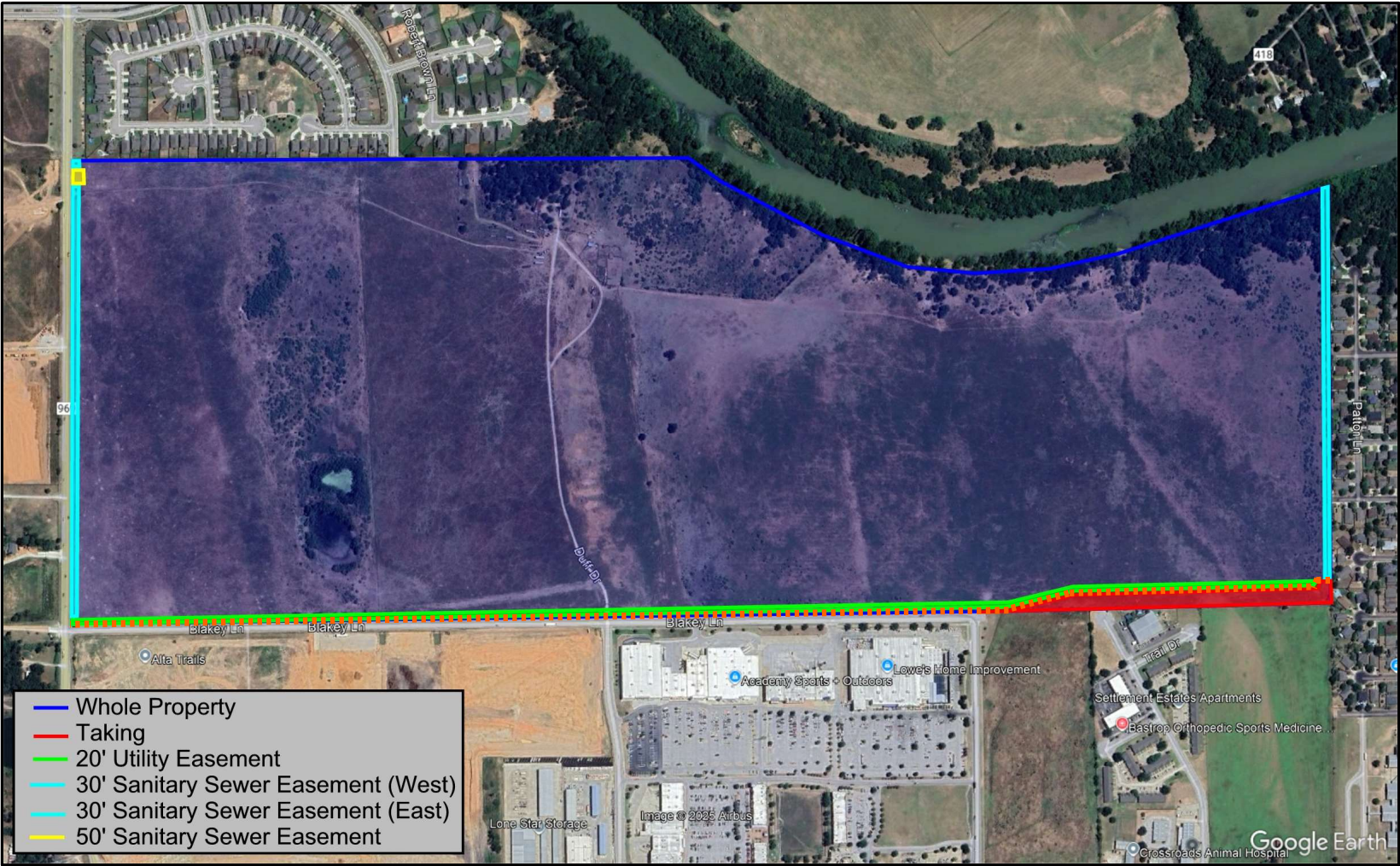




Exhibit B

Exhibit B

AERIAL PHOTOGRAPH



## Wastewater Utility Easement Agreement

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

<b>Date:</b>	January __, 2026
<b>Grantor:</b>	Karmen Townsend, an individual
<b>Grantor's Mailing Address:</b>	245 Duff Dr, Bastrop TX 78602
<b>Grantee:</b>	City of Bastrop, Texas a Texas home-rule municipality
<b>Grantee's Mailing Address:</b>	1311 Chestnut Street   Bastrop, Texas 78602
<b>Consideration:</b>	Ten and no/100 Dollars and other good and valuable consideration

### Grantor's Property:

Being that certain tract of land consisting of 322.79 acres and described as "Tract 2" in a deed to Lloyd F. Ketha, as recorded in Volume 294, Page 261 of the Official Public Records of Bastrop County, Texas.

### Easement Property:

The properties within Grantor's Property, as follows, and as further described in Exhibits A(1), A(2), and A(3), attached hereto and incorporated herein:

**A(1):** 0.0344 acres

**A(2):** 0.0803 acres

**A(3):** 1.542 acres

### Easement Purpose:

For the installation, construction, reconstruction, inspection, operation, use, maintenance, repair, upgrade, replacement, and removal of wastewater lines, mains, pipelines, and all other appurtenant underground equipment and underground improvements necessary or useful for the transmission, collection, monitoring, or conveyance of wastewater as part of a public utility system (collectively, the "Facilities").

### Reservations from Conveyance:

Grantor retains, reserves, and shall continue to enjoy the use of the Easement Property for any and all purposes which do not interfere with or prevent Holder's (as defined herein) use of the Easement for the Easement Purposes. The rights retained by Grantor include the rights of ingress and egress on the Easement Property, and the right to construct or locate upon, under, or across

the Easement Property the following improvements: landscaping (not including trees), utilities, irrigation, paved parking, driveways, and roads, together with associated curbs, fences, private lighting, private electrical lines, trails, sidewalks, signage and public and private alleys and streets.

This instrument does not grant Holder the right to install any above-ground improvements of any kind unless in connection with Holder's restoration obligations as expressly set forth herein.

Grantor shall retain all of the oil, gas, groundwater and other minerals in, on and under the within the Easement; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the surface of the Easement but it will be permitted to extract the oil and other minerals from and under the Easement by directional drilling and other means so long as such activities do not damage, destroy, injure, and/or interfere with Holder's use of the Easement for the purposes for which the Easement is being sought by Holder.

**Exceptions to Conveyance and Warranty:**

- a. Visible and apparent easements not appearing of record.
- b. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements shown in the attached survey.
- c. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Bastrop County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.
- d. The Easement is granted by Grantor "AS-IS", "WHERE-IS" and WITH ALL FAULTS. GRANTEE ACKNOWLEDGES THAT IT HAS BEEN PROVIDED ADEQUATE ACCESS TO GRANTOR'S PROPERTY AND TIME TO CONDUCT ITS OWN INSPECTIONS AND THAT GRANTOR HAS NOT MADE NOR WILL MAKE ANY REPRESENTATION OR WARRANTY TO GRANTEE WITH RESPECT TO THE CONDITION OF THE EASEMENT PROPERTY AND/OR GRANTOR'S REMAINING PROPERTY, OR ACCESS THERETO, WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, AND THAT GRANTOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT GRANTOR'S PROPERTY IS OR WILL BE SUITABLE FOR GRANTEE'S INTENDED PURPOSES.

**Grant of Easement:**

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance



and Exceptions to Warranty.

### **Terms and Conditions:**

The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement and related rights granted by Grantor in this agreement to Grantee are an irrevocable easement in gross for the benefit of Grantee and its successors and assigns (as applicable, the “Holder”), as owner of the rights created by the Easement in gross. The Easement and related rights granted by Grantor in this agreement are binding on Grantor; on the Grantor’s heirs, legal representatives, successors, and assigns; and on all future owners of the Easement Property. This Easement and other rights granted by Grantor in this agreement are independent of any lands or estates of interest in lands; there is no other real property benefitting from the Easement granted in this agreement. The Easement is non-exclusive and Grantor reserves the right to grant other easements, licenses, or rights of use over the Easement Area; provided, however, that such other uses shall not materially interfere with Grantee’s use, purpose, or enjoyment of the Easement, as contemplated herein.

2. *Assignment.* Grantee may assign, sublease, license, transfer, or convey its interest in this agreement or any part of its interest in the Easement without Grantor’s consent, provided that the assignee or transferee shall be subject to all of the obligations, covenants, and conditions applicable to Grantee.

3. *Duration of Easement.* The duration of the Easement is perpetual.

4. *Facilities, Improvement and Maintenance.* The Facilities will not be used to transport, convey, or collect any other material or liquid aside from domestic wastewater. Improvement and maintenance of the Facilities and all related work will be at the sole expense of Holder. Holder has the right to remove prohibited encroachments into the Easement Property that interfere with the Easement Purpose. Holder has the right to construct, install, maintain, replace, and remove the Facilities on, under, or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder’s sole discretion, subject to performance of Holder’s obligations under this agreement. Holder has the right to remove or relocate any fences or gates within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences and gates to their original condition or better on the completion of the work. During the initial construction of the Facilities, Grantee agrees to remove Grantor’s existing cattle fencing within the Easement Property and install new cattle fencing of an equal or better quality along the outermost boundary of the Easement Property as illustrated in the attached Exhibit B; however, said new fencing will not obstruct Grantor’s existing recessed driveway and gate, and will be tied into said recessed improvements. Prior to beginning any construction or other work that requires the removal of existing fencing, Holder will install temporary fencing in place thereof to secure livestock and pets on Grantor’s property, and to prevent unauthorized entry onto the Easement and Grantor’s adjoining property.

5. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Binding Effect.* This agreement binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

7. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Bastrop County, Texas.

8. *Counterparts.* This agreement may be executed in multiple counterparts. All counterparts taken together constitute this agreement.

9. *Restoration, Security, and Manner of Work.* Within a reasonable time following completion of the Facilities, and thereafter following any repair or maintenance work thereon, Holder shall (i) repair all damage caused by its activities and restore any damaged improvements to their prior condition, and (ii) clean up and restore the surface of the Easement to the condition that existed immediately prior to Holder's activities therein. Holder acknowledges that Grantor raises, tends, and grazes livestock on the Easement Property and Grantor's adjoining land. If any of said livestock are harmed or killed as a result of Holder's negligence or willful misconduct in conducting activities within the Easement, Holder will compensate Grantor for the corresponding losses. Holder agrees: (a) to perform all work undertaken in connection with the Easement Purpose in a good and workmanlike manner and to promptly complete its work within the Easement; (b) to not unreasonably interfere with the use of Grantor's property by Grantor or any of Grantor's tenants, invitees or guests; and (c) that no cost or expense shall be incurred by Grantor in connection with any of Holder's use, construction, removal, demolition and/or maintenance of the Facilities.

10. *Prohibited Encroachments.* Grantor may not construct, install, or locate buildings, free-standing structures (not to include fencing), retaining walls, shrubs or trees within the Easement.

11. *Access.* Holder and Holder's employees, contractors, agents, licensees and invitees shall have the right of ingress and egress over the Easement Property only for the Easement Purposes. Nothing in this instrument shall be construed to convey the rights of ingress or egress over Grantor's adjoining and/or other property outside of the Easement Property. Holder will not materially interrupt Grantor's access on, over, or across the Easement Property. Holder will use commercially reasonable efforts to notify Grantor prior to initial construction and subsequent construction operations.

12. *Insurance.* Holder shall maintain and shall require its contractor(s) to maintain, adequate liability insurance during its activities within the Easement, and to be responsible for any damage or injury incurred as a result of its activities within the Easement. Holder shall conduct

all of its activities within the Easement in compliance with the terms of this instrument, and all applicable federal, state, and local laws and ordinances.

13. *Condemnation.* This conveyance is made in lieu of and under threat of condemnation.

14. *Waiver of Default.* A default is not waived if the nondefaulting party fails to declare default immediately or delays in taking any action with respect to the default. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

15. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

16. *Survival.* The obligations of the parties in this agreement that cannot be or were not performed before termination of this agreement survive termination of this agreement.

17. *Legal Construction.* If any provision in this agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the 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 the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

18. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or email and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

*(Signature page follows)*



## Exhibit C

**GRANTOR:**

\_\_\_\_\_  
Karmen Townsend, an individual

**THE STATE OF TEXAS**  
**COUNTY OF BASTROP**

§  
§

This instrument was acknowledged before me, the undersigned, on this the \_\_\_\_ day of \_\_\_\_\_, 2026 by Karmen Townsend.

(seal)

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

**GRANTEE:**

City of Bastrop, Texas  
a Texas home-rule municipality

\_\_\_\_\_  
By: Sylvia Carrillo  
Its: City Manager

**THE STATE OF TEXAS**  
**COUNTY OF BASTROP**

§  
§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2026 by Sylvia Carrillo, in her capacity as City Manager of the City of Bastrop, Texas.

(seal)

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

## Exhibit C

## Exhibit A(1) (1/2)

### Description of Easement Property



Datapoint Survey & Mapping II, LLC  
 D.B.A. Datapoint Engineering  
 TBPELS Survey FIRM # 10194585  
 TBPE FIRM #26072  
 12400 Network Blvd, Ste 130  
 San Antonio, TX 78249  
<https://datapointsurveying.com/>  
[info@datapointsurveying.com](mailto:info@datapointsurveying.com)  
 P: 726-777-4240

#### METES AND BOUNDS DESCRIPTION OF A 0.0344 OF AN ACRE (1,500 SQ FT) 30' WIDE SANITARY SEWER EASEMENT

A description of a 0.0344 of an acre (1,500 sq. ft.) Sanitary Sewer Easement, being out of a 322.79 acre tract of land, recorded in Volume 294, Page 261, Deed Records of Bastrop County, Texas (D.R.B.C.T.), situated in the Nancy Blakey Survey, Abstract-98, Bastrop County, Texas, said 0.0344 of an acre Sanitary Sewer Easement being more particularly described by metes and bounds as follows:

**BEGINNING:** at a found 1/2" iron rod with a red cap stamped "CAD SET STONE" having a State Plane Grid Coordinate, NAD83 Texas Central Zone (N: 10020629.37, E: 3235000.42), on the east right-of-way line of FM 969, an 80 foot right-of-way recorded in Volume 150, Page 502 D.R.B.C.T., the southwest corner of Lot 236 L.S.E. & P.U.E. 1.218 acres, The Colony Mud 1A Section 3, Phase A Cabinet 6 Page 177-B Plat Records of Bastrop County Texas (P.R.B.C.T.), the northwest corner of the 322.79 acre tract, and the herein described easement;

**THENCE:** North 88°07'38" East, departing the east line of FM 969, along and with the north line the 322.79 acre tract, a distance of 30.00 feet to a calculated point, the northeast corner of the herein described easement;

**THENCE:** departing the north line of the 322.79 acre tract, over and across the 322.79 acre tract, the following two (2) courses and distances:

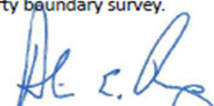
1. South 01°21'14" East, a distance of 50.00 feet to a calculated point, the southeast corner of the herein described easement;
2. South 88°07'38" West, a distance of 30.00 feet to a calculated point, on the east right-of-way line of FM 969, the west line of the aforementioned 322.79 acre tract, the southwest corner of the herein described easement, from which a found 1/2" iron bears S01°19'49"E, a distance of 2328.57 feet;

**THENCE:** North 01°21'14" West, along and with the east line of FM 969, a distance of 50.00 feet to the POINT OF BEGINNING, containing 0.0344 of an acre (1,500 sq. ft.) of land, more or less.

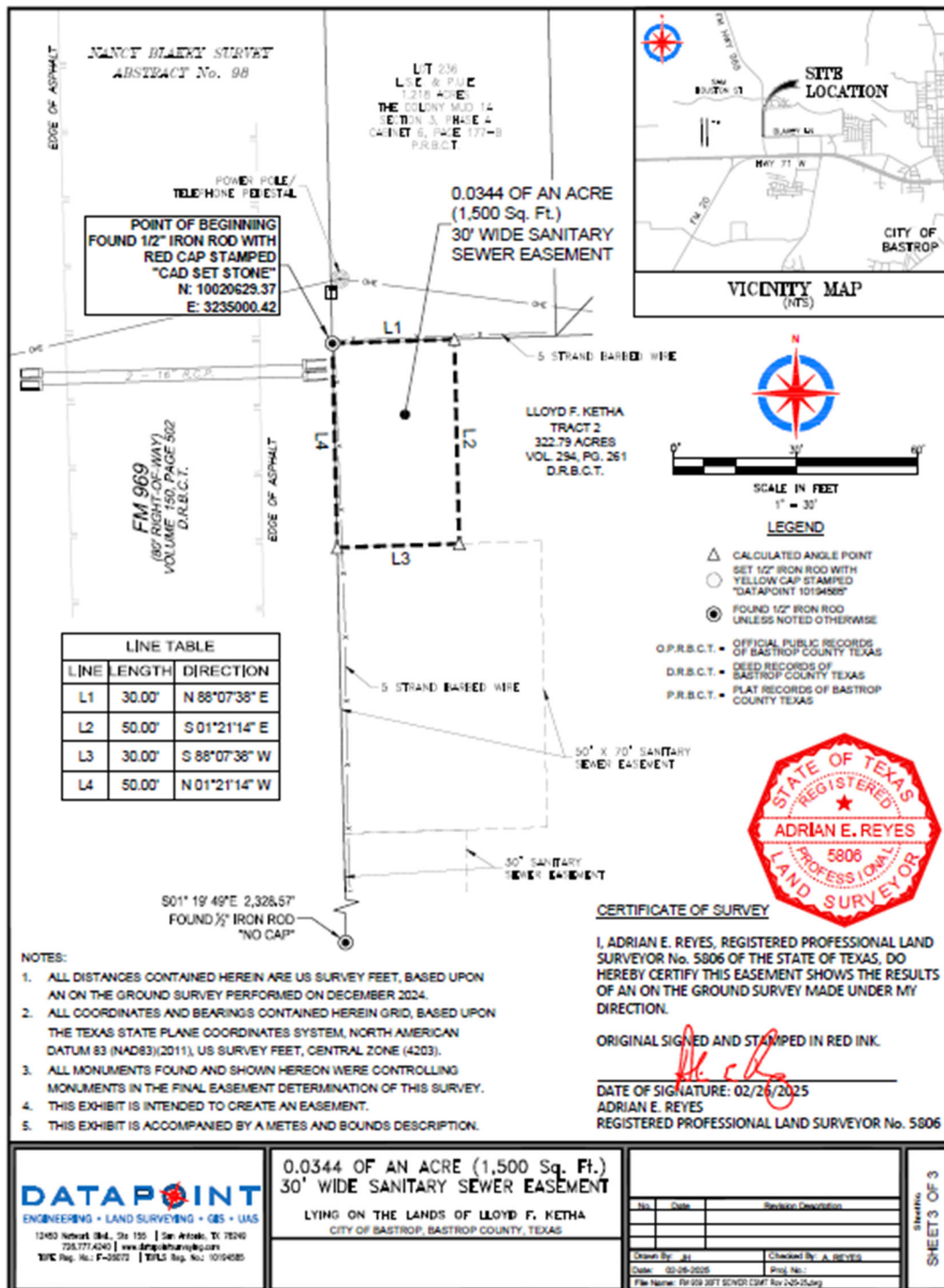
**Notes:**

- 1) Bearings shown hereon are grid bearings of the Texas State Plane Coordinate System, Central Zone (4203), NAD83, Survey Feet.
- 2) Record information shown hereon is based upon a public records search performed by Datapoint Surveying and Mapping.
- 3) This metes and bounds description and the accompanying exhibit was prepared for the purpose of creating an easement and is not intended for use as a property boundary survey.
- 4) Date of Survey: 12/10/2024



  
 Adrian E. Reyes    Date: 02-26-2025  
 Registered Professional Land Surveyor  
 No. 5806 – State of Texas

## Exhibit A(1) (2/2)



## Exhibit A(2) (1/2)



Datapoint Survey & Mapping II, LLC  
 D.B.A. Datapoint Engineering  
 TBPELS Survey FIRM # 10194585  
 TBPE FIRM #26072  
 12400 Network Blvd, Ste 130  
 San Antonio, TX 78249  
<https://datapointsurveying.com/>  
[info@datapointsurveying.com](mailto:info@datapointsurveying.com)  
 P: 726-777-4240

**METES AND BOUNDS DESCRIPTION OF A 0.0803 OF AN ACRE (3,500 SQ FT)  
 50' X 70' SANITARY SEWER EASEMENT**

A description of a 0.0803 of an acre (3,500 sq. ft.) 50' x 70' Sanitary Sewer Easement, being out of a 322.79 acre tract of land, recorded in Volume 294, Page 261, Deed Records of Bastrop County, Texas (D.R.B.C.T.), situated in the Nancy Blakey Survey, Abstract-98, Bastrop County, Texas, said 0.0803 of an acre 50' x 70' Sanitary Sewer Easement being more particularly described by metes and bounds as follows:

**COMMENCING:** at a found 1/2" iron rod with a red cap stamped "CAD SET STONE" having a State Plane Grid Coordinate, NAD83 Texas Central Zone (N: 10020629.37, E: 3235000.42), a point on the east right-of-way line of FM 969, an 80 foot right-of-way recorded in Volume 150, Page 502 Deed Records Bastrop County, Texas, the northwest corner of the 322.79 acre tract;

**THENCE:** South 01°21'14" East, along and with the east right-of-way line of FM 969, a distance of 50.00 feet to a calculated point (N: 10020579.38, E: 3235001.60), the northwest corner of and the **POINT OF BEGINNING** of the herein described easement;

**THENCE:** departing the east line of FM 969, over and across the 322.79 acre tract, the following three (3) courses and distances:

1. North 88°07'38" East, a distance of 50.00 feet to a calculated point, the northeast corner of the herein described easement;
2. South 01°21'14" East, a distance of 70.00 feet to a calculated point, the southeast corner of the herein described easement;
3. South 88°07'38" West, a distance of 50.00 feet to a calculated point, the southwest corner of the herein described easement;

**THENCE:** North 01°21'14" West, along and with the east line of FM 969, a distance of 70.00 feet to the **POINT OF BEGINNING**, containing 0.0803 of an acre (3,500 sq. ft.) of land, more or less.

**Notes:**

- 1) Bearings shown hereon are grid bearings of the Texas State Plane Coordinate System, Central Zone (4203), NAD83, Survey Feet.
- 2) Record information shown hereon is based upon a public records search performed by Datapoint Surveying and Mapping.
- 3) This metes and bounds description and the accompanying exhibit was prepared for the purpose of creating an easement and is not intended for use as a property boundary survey.
- 4) Date of Survey: 12/10/2024

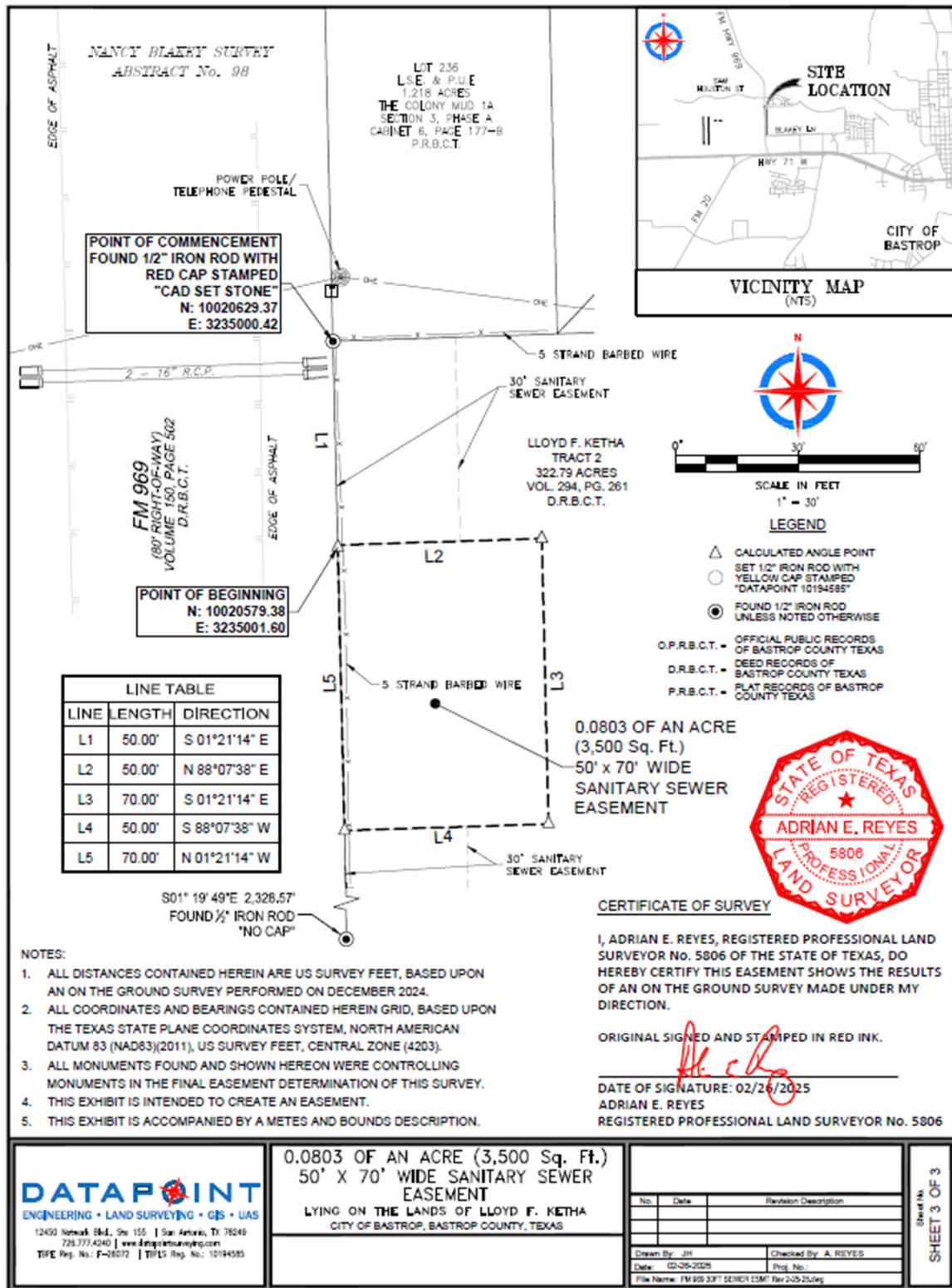


  
 Adrian E. Reyes Date: 02-26-2025  
 Registered Professional Land Surveyor  
 No. 5806 – State of Texas



## Exhibit C

## Exhibit A(2) (2/2)



## Exhibit C

## Exhibit A(3) (1/3)



Datapoint Survey & Mapping II, LLC  
 D.B.A. Datapoint Engineering  
 TBPELS Survey FIRM # 10194585  
 TBPE FIRM #26072  
 12400 Network Blvd, Ste 130  
 San Antonio, TX 78249  
<https://datapointsurveying.com/>  
[info@datapointsurveying.com](mailto:info@datapointsurveying.com)  
 P: 726-777-4240

**METES AND BOUNDS DESCRIPTION OF A 1.542 ACRE (67,153 SQ FT)  
 30' WIDE SANITARY SEWER EASEMENT**

A description of a 1.542 acre (67,153 sq. ft.) 30' Wide Sanitary Sewer Easement, being out of a 322.79 acre tract of land, recorded in Volume 294, Page 261, Deed Records of Bastrop County, Texas (D.R.B.C.T.), situated in the Nancy Blakey Survey, Abstract-98, Bastrop County, Texas, said 1.542 acre 30' Wide Sanitary Sewer Easement being more particularly described by metes and bounds as follows:

**COMMENCING:** at a found 1/2" iron rod with a red cap stamped "CAD SET STONE" having a State Plane Grid Coordinate, NAD83 Texas Central Zone (N: 10020629.37, E: 3235000.42), a point on the east right-of-way line of FM 969, an 80 foot right-of-way recorded in Volume 150, Page 502 Deed Records Bastrop County, Texas, the northwest corner of the 322.79 acre tract;

**THENCE:** South 01°21'14" East, along and with the east right-of-way line of FM 969, a distance of 120.00 feet to a calculated point (N: 10020509.40, E: 3235003.26), the northwest corner of and the **POINT OF BEGINNING** of the herein described easement;

**THENCE:** departing the east line of FM 969, over and across the 322.79 acre tract, the following three (3) courses and distances:

1. **North 88°07'38" East**, a distance of 30.00 feet to a calculated point, the northeast corner of the herein described easement;
2. **South 01°21'14" East**, a distance of 2238.36 feet to a calculated point, the southeast corner of the herein described easement;
3. **South 87°41'55" West**, a distance of 30.00 feet to a calculated point, on the east right-of-way line of FM 969, the west line of the 322.79 acre tract, the southwest corner of the herein described easement, from which a found 1/2" iron rod with bears S01°21'59"E a distance of 20.00 feet;

**THENCE:** North 01°21'14" West, along and with the east line of FM 969, a distance of 2238.59 feet to the **POINT OF BEGINNING**, containing 1.542 acres (67,153 sq. ft.) of land, more or less.

**Notes:**

- 1) Bearings shown hereon are grid bearings of the Texas State Plane Coordinate System, Central Zone (4203), NAD83, Survey Feet.
- 2) Record information shown hereon is based upon a public records search performed by Datapoint Surveying and Mapping.
- 3) This metes and bounds description and the accompanying exhibit was prepared for the purpose of creating an easement and is not intended for use as a property boundary survey.
- 4) Date of Survey: 12/10/2024



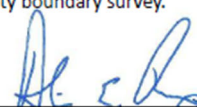
  
 Adrian E. Reyes Date: 02-26-2025  
 Registered Professional Land Surveyor  
 No. 5806 – State of Texas

Exhibit C

## Exhibit A(3) (2/3)

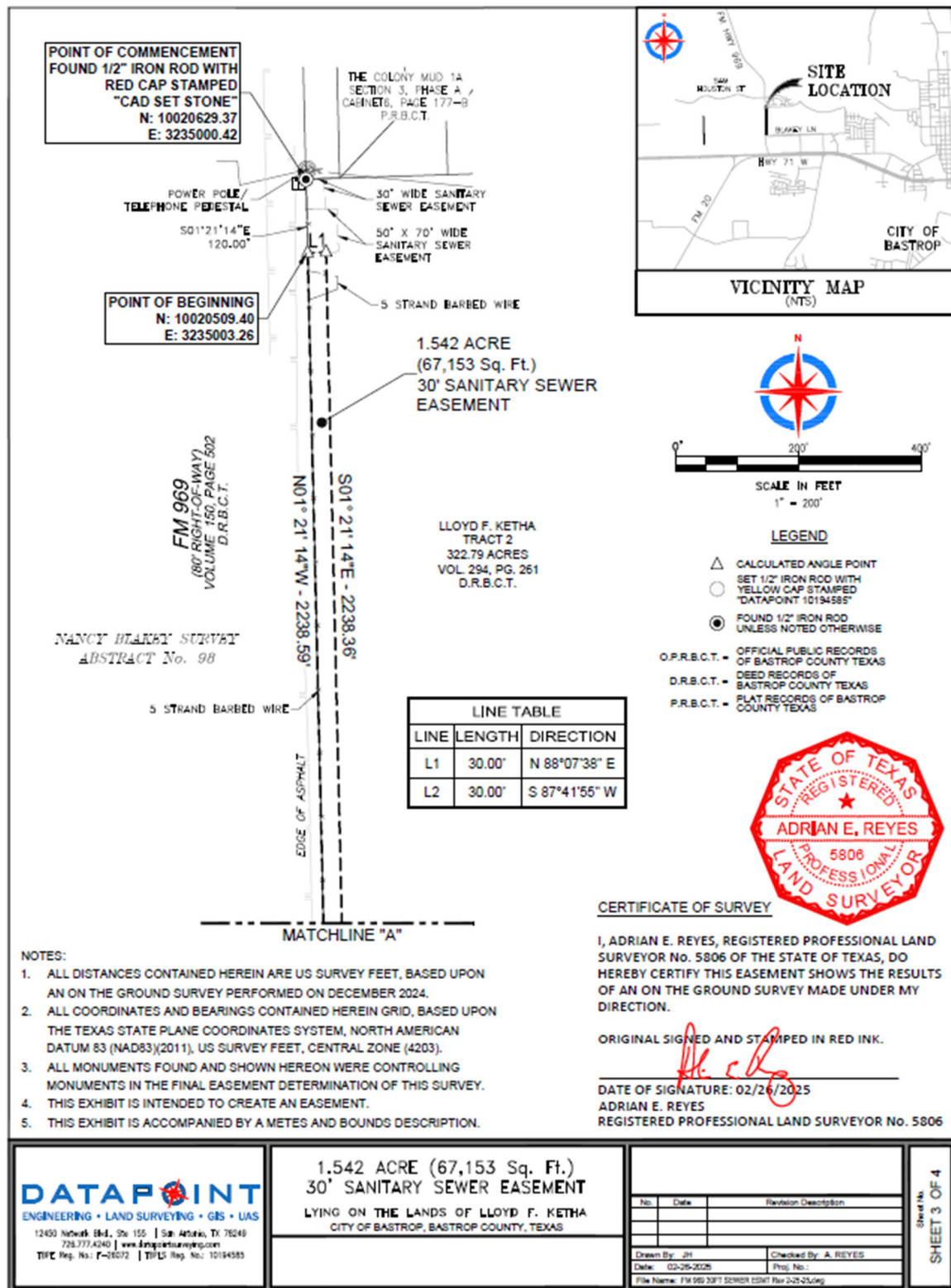




Exhibit C

## Exhibit A(3) (3/3)

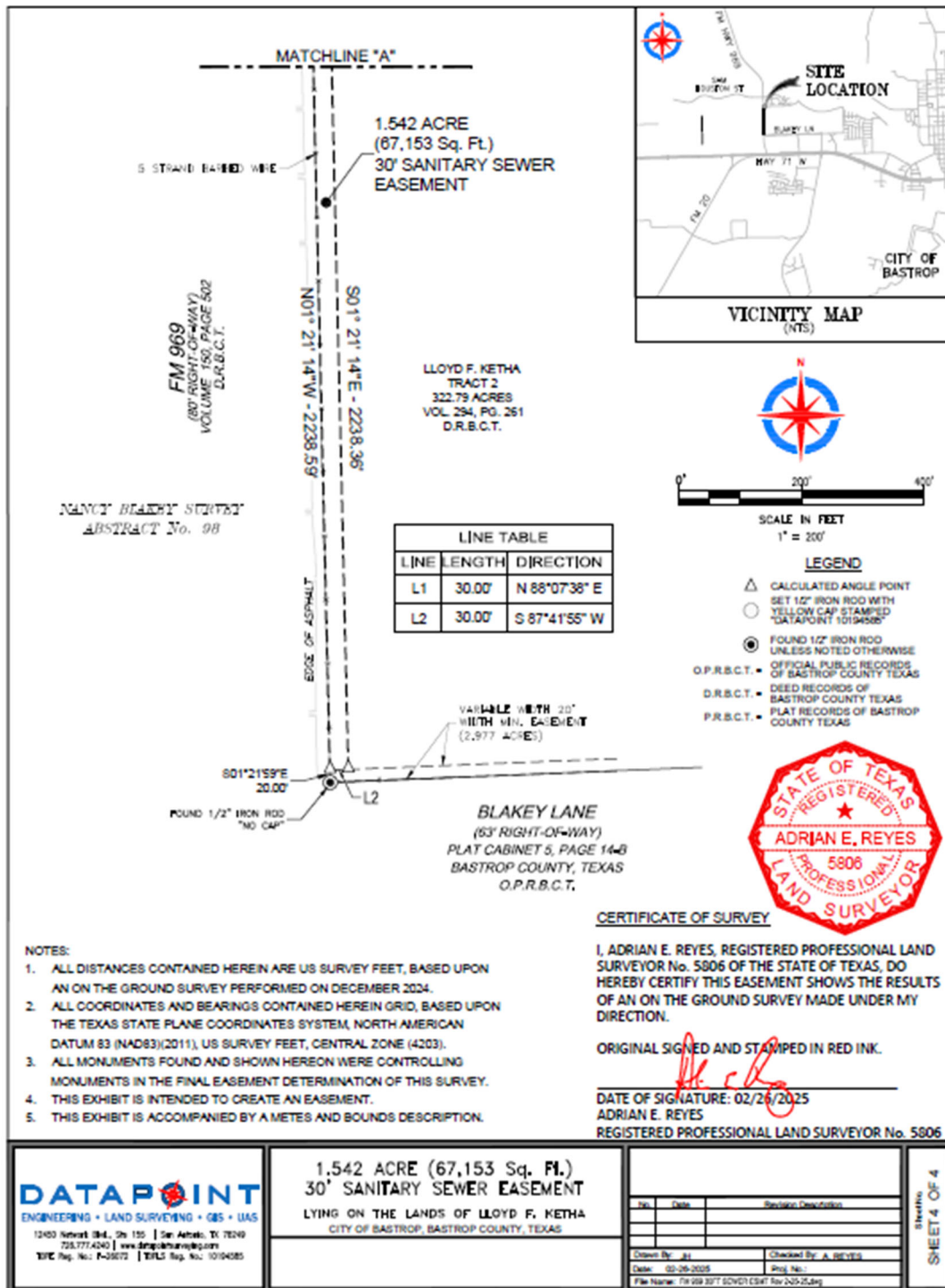
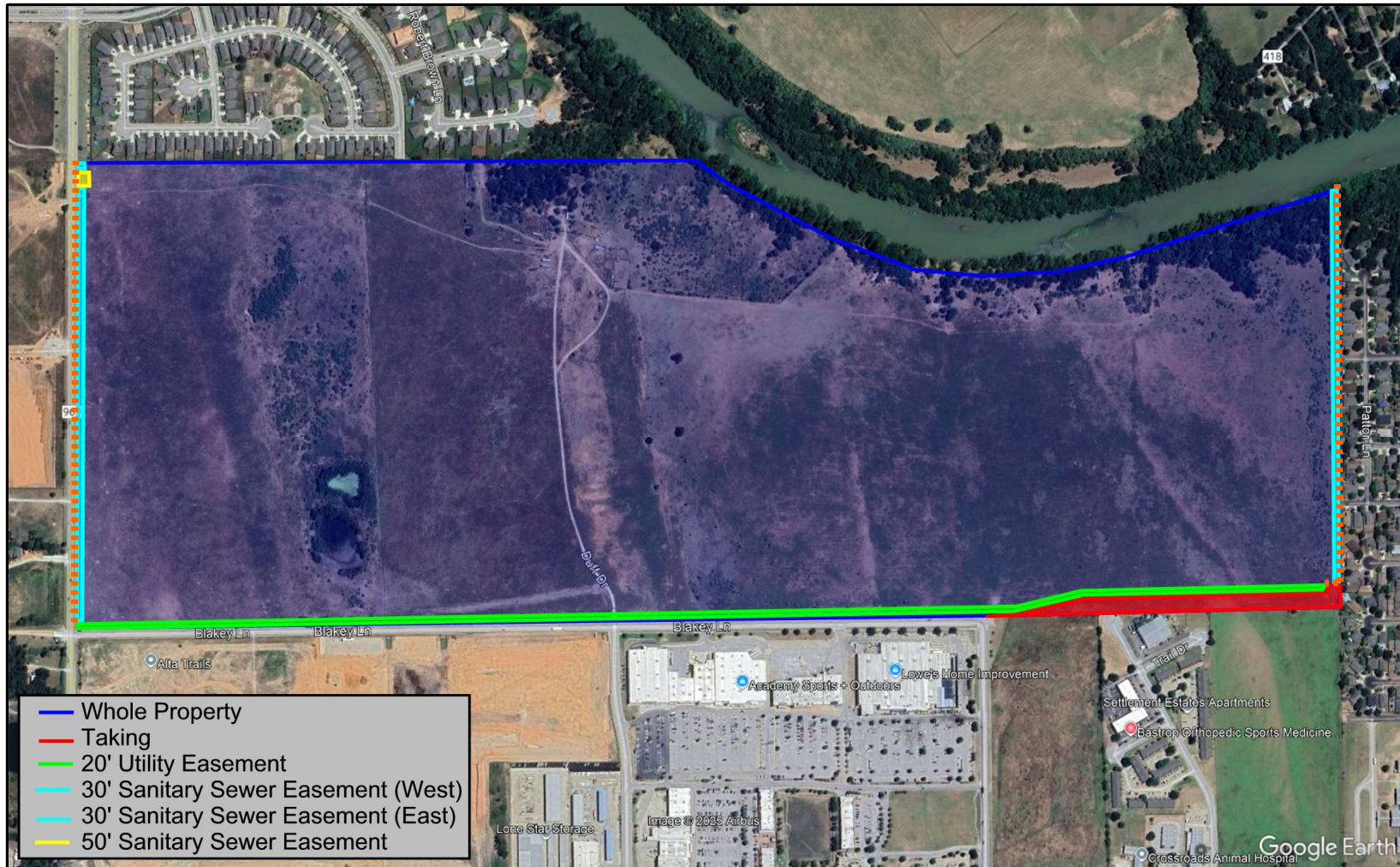




Exhibit B

**AERIAL PHOTOGRAPH**



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## TEMPORARY CONSTRUCTION EASEMENT

Exhibit D

THE STATE OF TEXAS           §  
  §  
COUNTY OF BASTROP       §

Karmen Townsend, whose mailing address is 245 Duff Drive, Bastrop, Texas 78602 (called "**Grantor**", whether one or more), in consideration of the sum of \$10.00 to Grantor, the receipt of which is acknowledged, has this day **GRANTED** and **CONVEYED**, and by these presents do **GRANT** and **CONVEY**, unto the City of Bastrop, Texas, a home rule municipality situated in the County of Bastrop, State of Texas, whose address is 1311 Chestnut Street, Bastrop, Texas 78602, Attn: Sylvia Carrillo, City Manager (the "City"), a non-exclusive temporary construction easement (the "Temporary Easement") upon, beneath, and across the following property:

That certain tract of land consisting of approximately 4.213 acres and as described on the attached **EXHIBIT "A,"** and made a part hereof for all purposes (the "Property").

**TO HAVE AND TO HOLD** the same during the effective term of this Temporary Easement to the City, its successors and assigns, together with the right and privilege during the effective term to perform construction activities, including the the staging of materials and the storage of equipment and machinery necessary or incidental thereto, in order to facilitate the construction of roadway improvements on that tract of property conveyed by Grantor to City as Grantee pursuant to that Special Warranty Deed dated \_\_\_\_\_ and recorded in the Official Public Records of Bastrop County as Document No. \_\_\_\_\_; and all necessary access thereto; upon the condition that the City will, after doing any work related to said construction, repair and restore the Property and any improvements located thereon, including all fencing and gates, to a like or better condition than existed prior to construction. If any of Grantor's trees, bushes, or other landscaping other than groundcover are within the Temporary Easement, the City will only be obligated to restore or replace such landscaping with groundcover.

This Temporary Easement commences upon the date of Grantor's signature to this document ("Commencement Date") and terminates 180 days thereafter (the "Termination Date"). This Temporary Easement automatically terminates on the Termination Date and becomes null and void. The City, its successors, and assigns, have no further rights hereunder. No written release by the City is required or necessary. This Temporary Easement does not convey to the City any right to use Grantor's property adjacent to the Temporary Easement. This Temporary Easement does not convey any permanent rights to the City.

The City acknowledges that Grantor raises livestock and cattle, including aggressive breeds, on the Property and Grantor's adjacent property. At all times when the City's employees or contractors are present on the Property, the City will have temporary cattle fencing and gates in place to separate Grantor's livestock, cattle, and pets from the Temporary Easement and the City's employees and contractors. The City will be responsible for any harm or injury to persons and animals resulting from a failure of said fencing.

The City acknowledges that Grantor relies on two driveways for access to Grantor's property. These driveways are identified in **EXHIBIT "B"** attached hereto. The City will not block or otherwise prohibit vehicular access to these driveways during the term of the Temporary Easement.

This conveyance is made in lieu of and under threat of condemnation. This grant is made by Grantor and accepted by the City, subject to the following:

- a. Visible and apparent easements not appearing of record.
- b. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements that a current survey would show.
- c. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) that affect the property and are presently of record in the official Public Records of the County in which the property is located, but only to the extent that said items are still valid and in force and effect at this time.
- d. The Temporary Easement is granted by Grantor with no warranty as to title, "AS-IS", "WHERE-IS" and WITH ALL FAULTS. THE CITY ACKNOWLEDGES THAT IT HAS BEEN PROVIDED ADEQUATE ACCESS TO GRANTOR'S PROPERTY AND TIME TO CONDUCT ITS OWN INSPECTIONS AND THAT GRANTOR HAS NOT MADE NOR WILL MAKE ANY REPRESENTATION OR WARRANTY TO THE CITY WITH RESPECT TO THE CONDITION OF THE TEMPORARY EASEMENT AND/OR GRANTOR'S REMAINING PROPERTY, OR ACCESS THERETO, WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, AND THAT GRANTOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT GRANTOR'S PROPERTY AND THE TEMPORARY EASEMENT ARE OR WILL BE SUITABLE FOR THE CITY'S INTENDED PURPOSES.

**GRANTOR** does hereby bind herself, her respective heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the Property and all related rights unto the City, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise.

Executed on \_\_\_\_\_, 2026.

(Signature page follows)

**GRANTOR:**

Karmen Townsend

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF TEXAS       §**  
**COUNTY OF BASTROP   §**

Before me, the undersigned, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

(Personalized Seal)

\_\_\_\_\_  
Notary Public's Signature

**GRANTEE:**

The City of Bastrop, Texas

By: Sylvia Carrillo, its City Manager

**ACKNOWLEDGMENT**

**STATE OF TEXAS       §**  
**COUNTY OF BASTROP   §**

Before me, the undersigned, on this day personally appeared Sylvia Carrillo, in her capacity as City Manager for the City of Bastrop, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

(Personalized Seal)

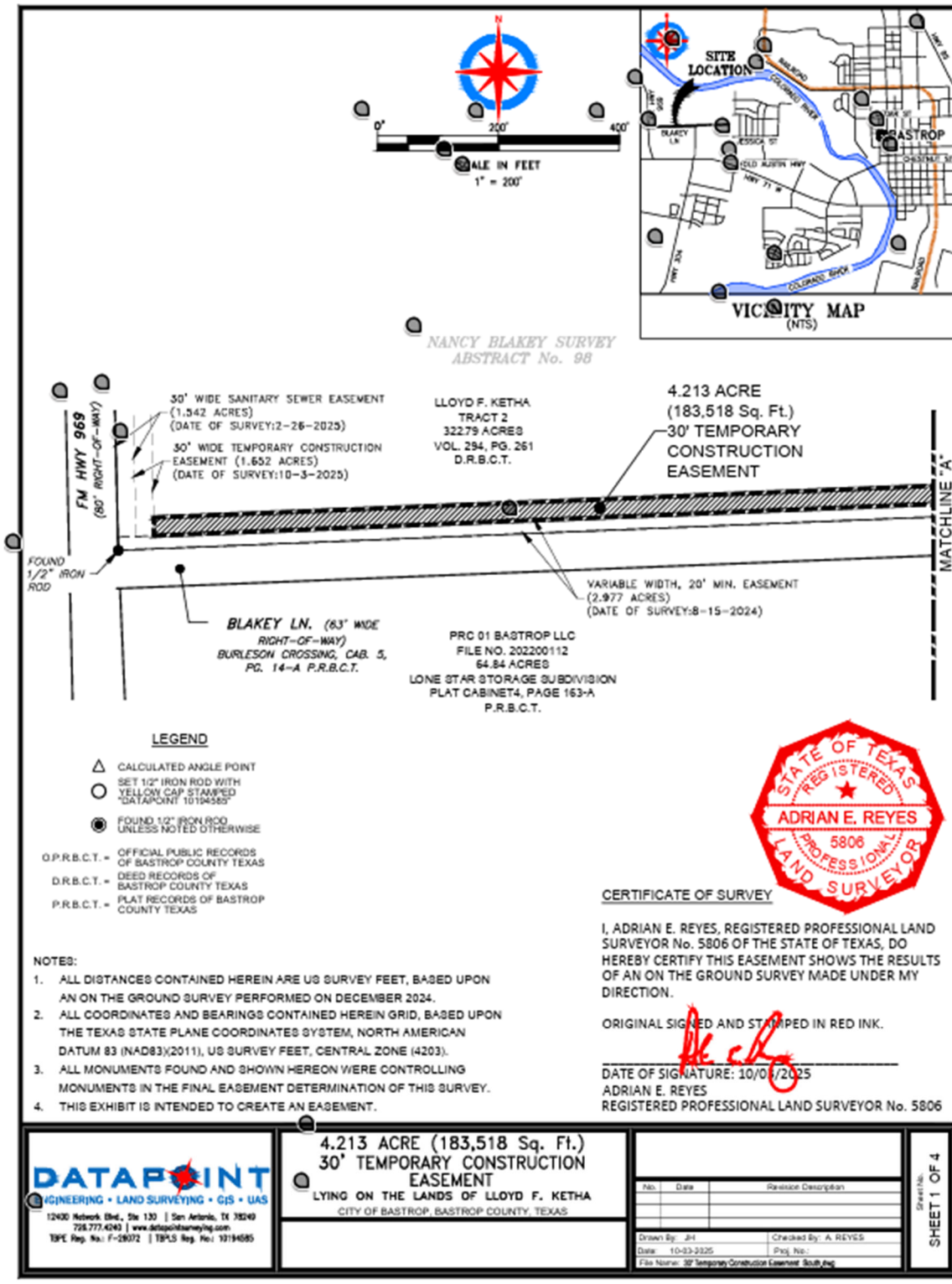
\_\_\_\_\_  
Notary Public's Signature

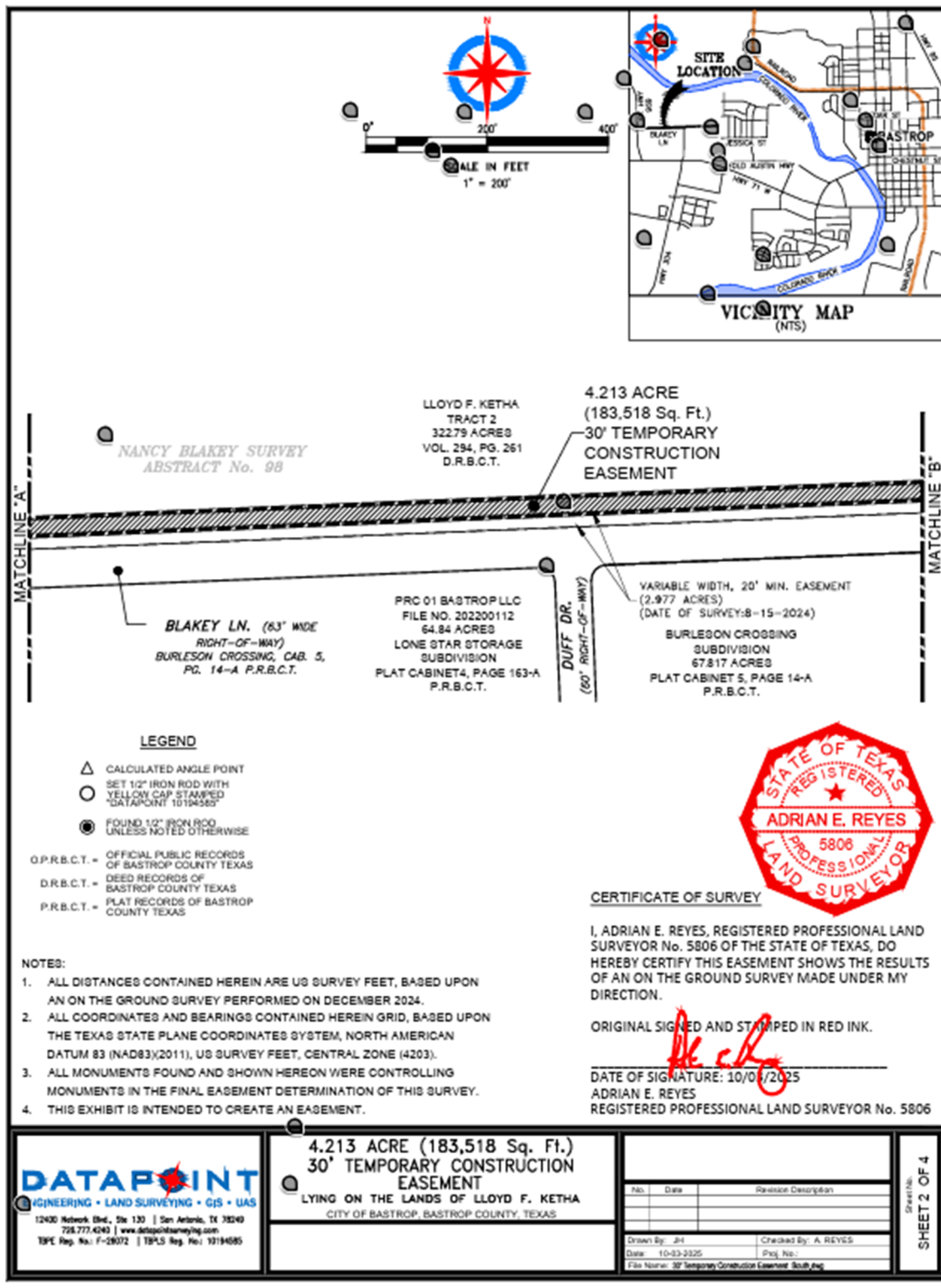
**AFTER RECORDING, RETURN TO THE CITY OF BASTROP:**

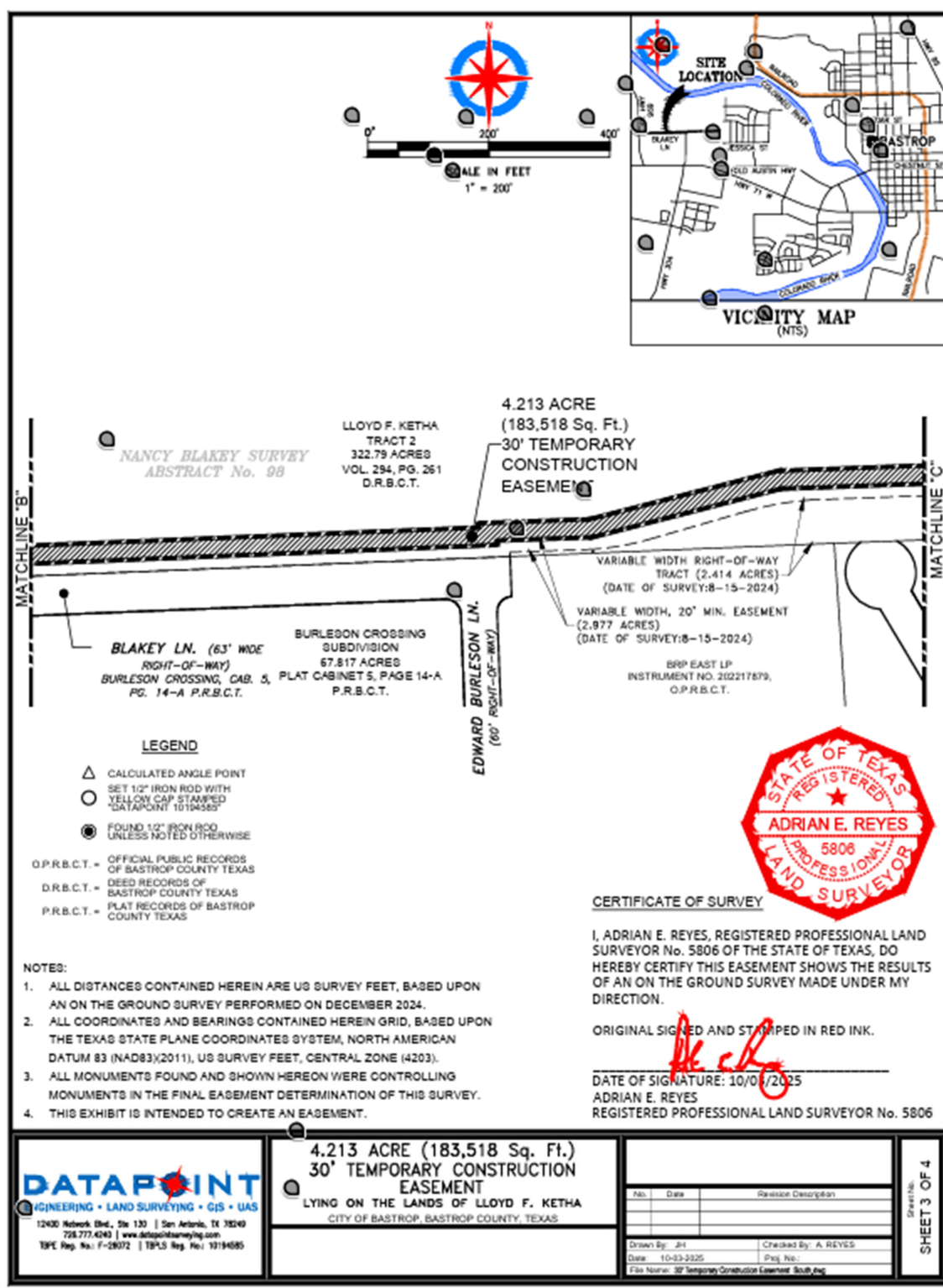
1311 Chestnut Street | Bastrop, Texas 78602



## EXHIBIT A, pg. 1/3









**EXHIBIT B**





**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS           §  
    §  
 COUNTY OF BASTROP         §

Karmen Townsend, whose mailing address is 245 Duff Drive, Bastrop, Texas 78602 (called "**Grantor**", whether one or more), in consideration of the sum of \$10.00 to Grantor, the receipt of which is acknowledged, has this day **GRANTED** and **CONVEYED**, and by these presents do **GRANT** and **CONVEY**, unto the City of Bastrop, Texas, a home rule municipality situated in the County of Bastrop, State of Texas, whose address is 1311 Chestnut Street, Bastrop, Texas 78602, Attn: Sylvia Carrillo, City Manager (the "City"), non-exclusive temporary construction easements (collectively referred to as the "Temporary Easement") upon, beneath, and across the following two properties:

1. **Parcel 1:** That certain tract of land consisting of approximately 1.360 acres and as described on the attached **EXHIBIT "A,"** and made a part hereof for all purposes;
2. **Parcel 2:** That certain tract of land consisting of approximately 4.213 acres and as described on the attached **EXHIBIT "B,"** and made a part hereof for all purposes.

(Parcels 1 and 2 collectively referred to as the "Property").

**TO HAVE AND TO HOLD** the same during the effective term of this Temporary Easement to the City, its successors and assigns, together with the right and privilege during the effective term to perform construction activities, including the staging of materials and the storage of equipment and machinery necessary or incidental thereto, in order to facilitate the construction of water lines as described in that Water Utility Easement Agreement between Grantor and City as Grantee dated \_\_\_\_\_ and recorded in the Official Public Records of Bastrop County as Document No. \_\_\_\_\_; and all necessary access thereto; upon the condition that the City will, after doing any work related to said construction, repair and restore the Property and any improvements located thereon, including all fencing and gates, to a like or better condition than existed prior to construction. If any of Grantor's trees, bushes, or other landscaping other than groundcover are within the Temporary Easement, the City will only be obligated to restore or replace such landscaping with groundcover.

This Temporary Easement commences upon the date of Grantor's signature to this document ("Commencement Date") and terminates 180 days thereafter (the "Termination Date"). This Temporary Easement automatically terminates on the Termination Date and becomes null and void. The City, its successors, and assigns, have no further rights hereunder. No written release by the City is required or necessary. This Temporary Easement does not convey to the City any right to use Grantor's property adjacent to the Temporary Easement. This Temporary Easement does not convey any permanent rights to the City.

The City acknowledges that Grantor raises livestock and cattle, including aggressive breeds, on the Property and Grantor's adjacent property. At all times when the City's employees or contractors are present on the Property, the City will have temporary cattle fencing and gates in place to separate Grantor's livestock, cattle, and pets from the Temporary Easement and the City's employees and

contractors. The City will be responsible for any harm or injury to persons and animals resulting from a failure of said fencing.

The City acknowledges that Grantor relies on two driveways for access to Grantor's property. These driveways are identified in **EXHIBIT "C"** attached hereto. The City will not block or otherwise prohibit vehicular access to these driveways during the term of the Temporary Easement.

This conveyance is made in lieu of and under threat of condemnation. This grant is made by Grantor and accepted by the City, subject to the following:

- a. Visible and apparent easements not appearing of record.
- b. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements that a current survey would show.
- c. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) that affect the property and are presently of record in the official Public Records of the County in which the property is located, but only to the extent that said items are still valid and in force and effect at this time.
- d. The Temporary Easement is granted by Grantor with no warranty as to title, "AS-IS", "WHERE-IS" and WITH ALL FAULTS. THE CITY ACKNOWLEDGES THAT IT HAS BEEN PROVIDED ADEQUATE ACCESS TO GRANTOR'S PROPERTY AND TIME TO CONDUCT ITS OWN INSPECTIONS AND THAT GRANTOR HAS NOT MADE NOR WILL MAKE ANY REPRESENTATION OR WARRANTY TO THE CITY WITH RESPECT TO THE CONDITION OF THE TEMPORARY EASEMENT AND/OR GRANTOR'S REMAINING PROPERTY, OR ACCESS THERETO, WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, AND THAT GRANTOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT GRANTOR'S PROPERTY AND THE TEMPORARY EASEMENT ARE OR WILL BE SUITABLE FOR THE CITY'S INTENDED PURPOSES.

**GRANTOR** does hereby bind herself, her respective heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the Property and all related rights unto the City, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise.

Executed on \_\_\_\_\_, 2026.

(Signature page follows)

**GRANTOR:**

Karmen Townsend

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF TEXAS       §**  
**COUNTY OF BASTROP   §**

Before me, the undersigned, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

(Personalized Seal)

\_\_\_\_\_  
Notary Public's Signature**GRANTEE:**

The City of Bastrop, Texas

\_\_\_\_\_  
By: Sylvia Carrillo, its City Manager**ACKNOWLEDGMENT**

**STATE OF TEXAS       §**  
**COUNTY OF BASTROP   §**

Before me, the undersigned, on this day personally appeared Sylvia Carrillo, in her capacity as City Manager for the City of Bastrop, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

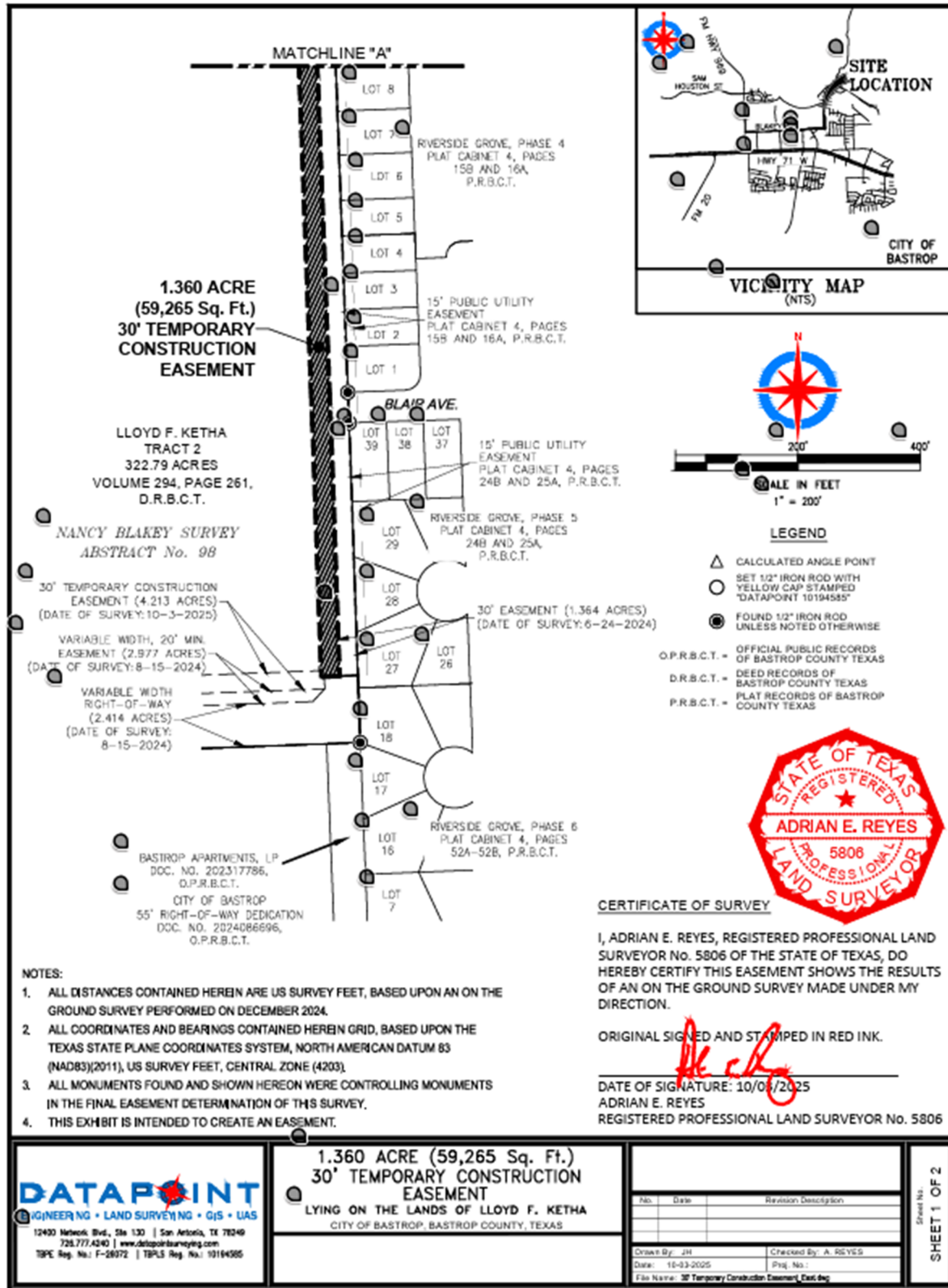
Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

(Personalized Seal)

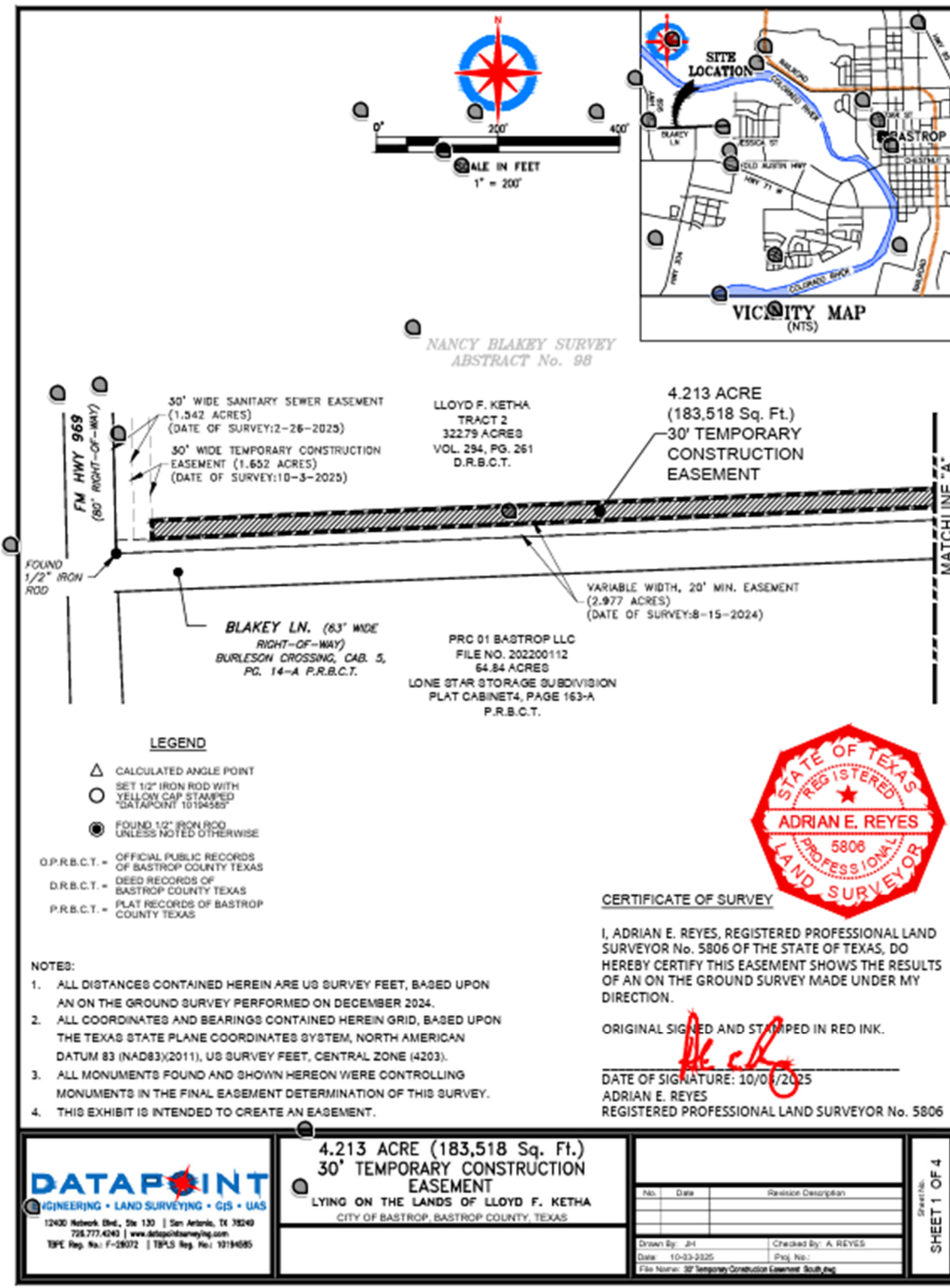
\_\_\_\_\_  
Notary Public's Signature**AFTER RECORDING, RETURN TO THE CITY OF BASTROP:**

1311 Chestnut Street | Bastrop, Texas 78602

## EXHIBIT A

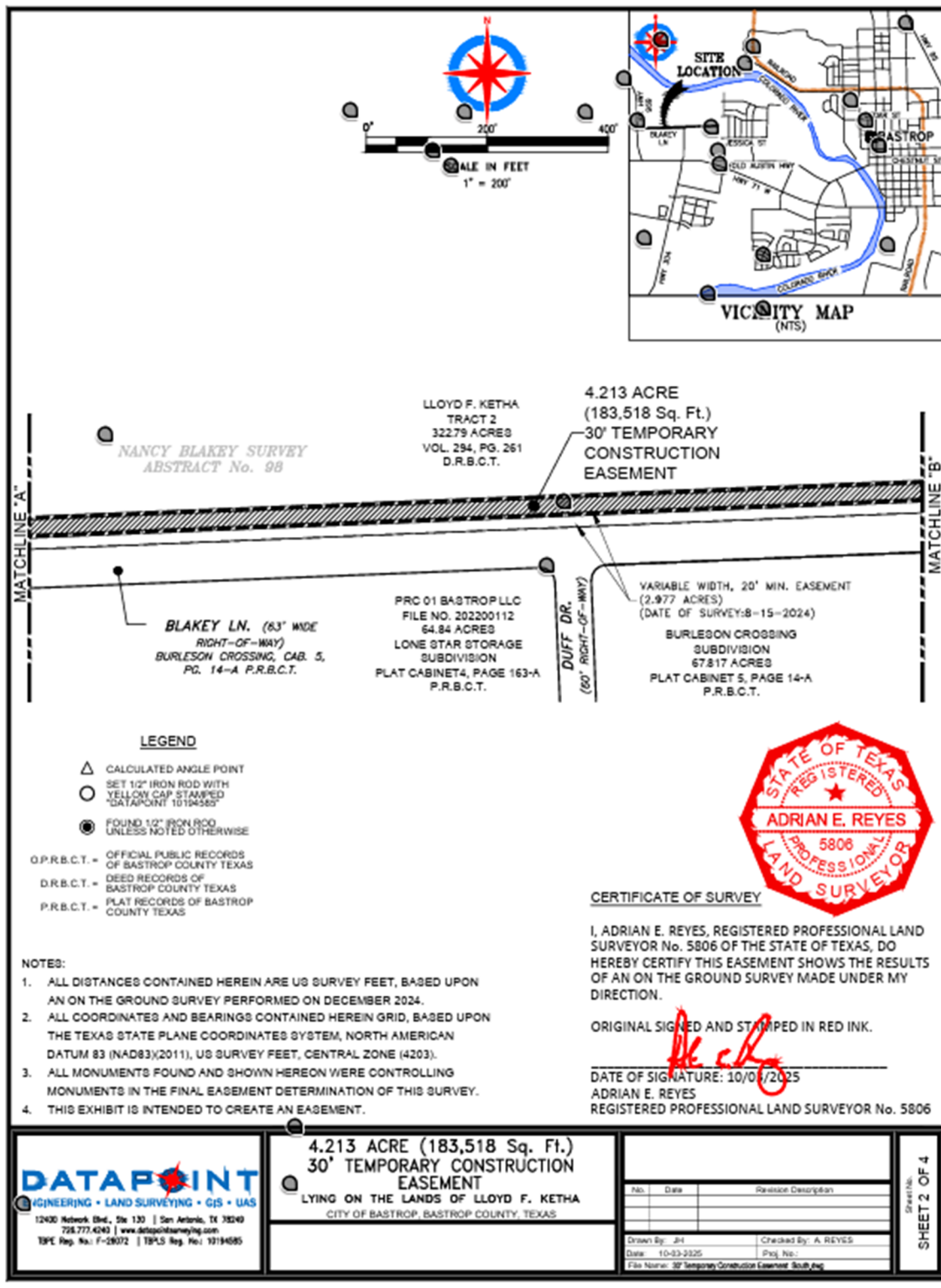


## EXHIBIT B, pg. 1/4

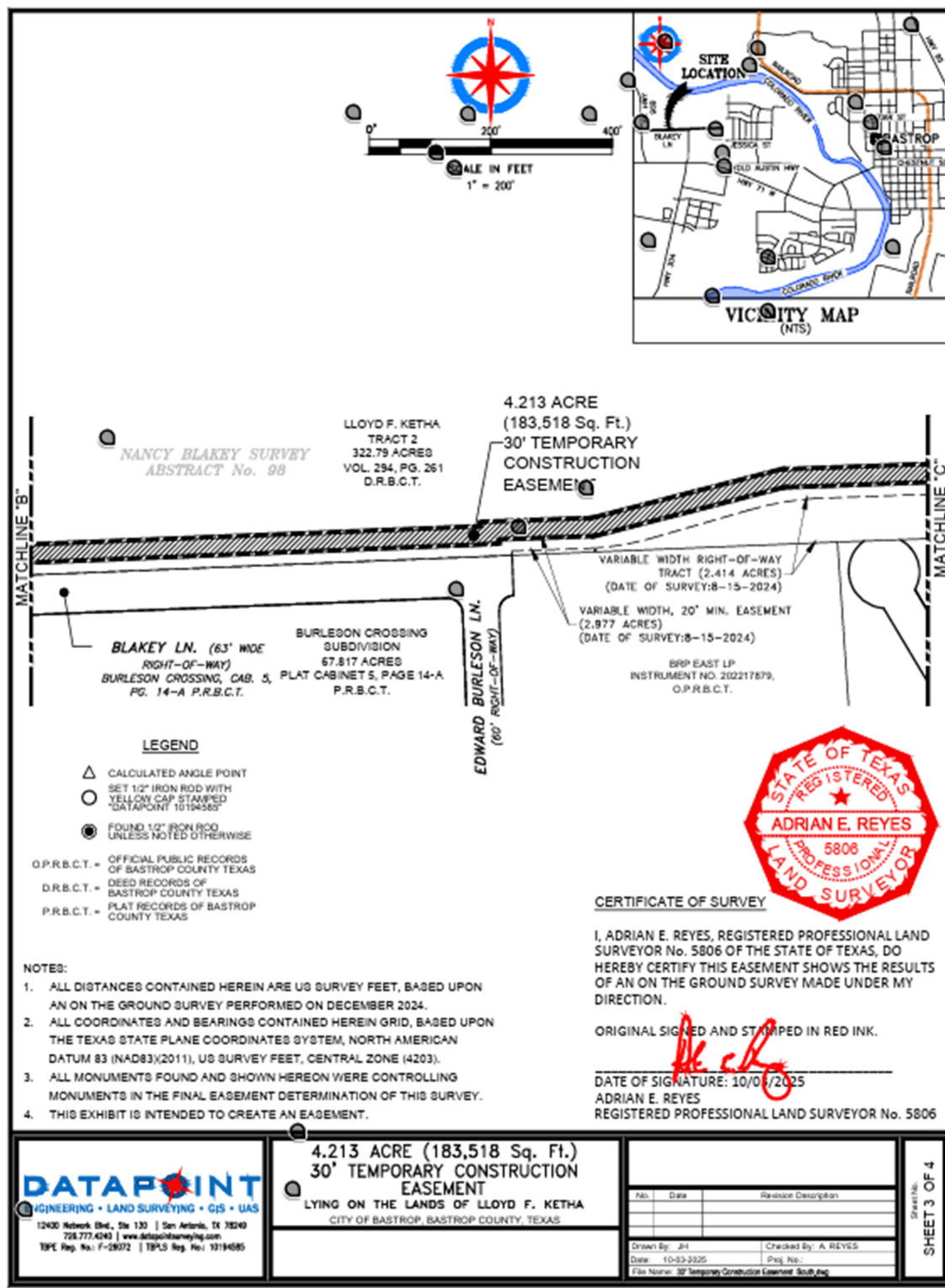


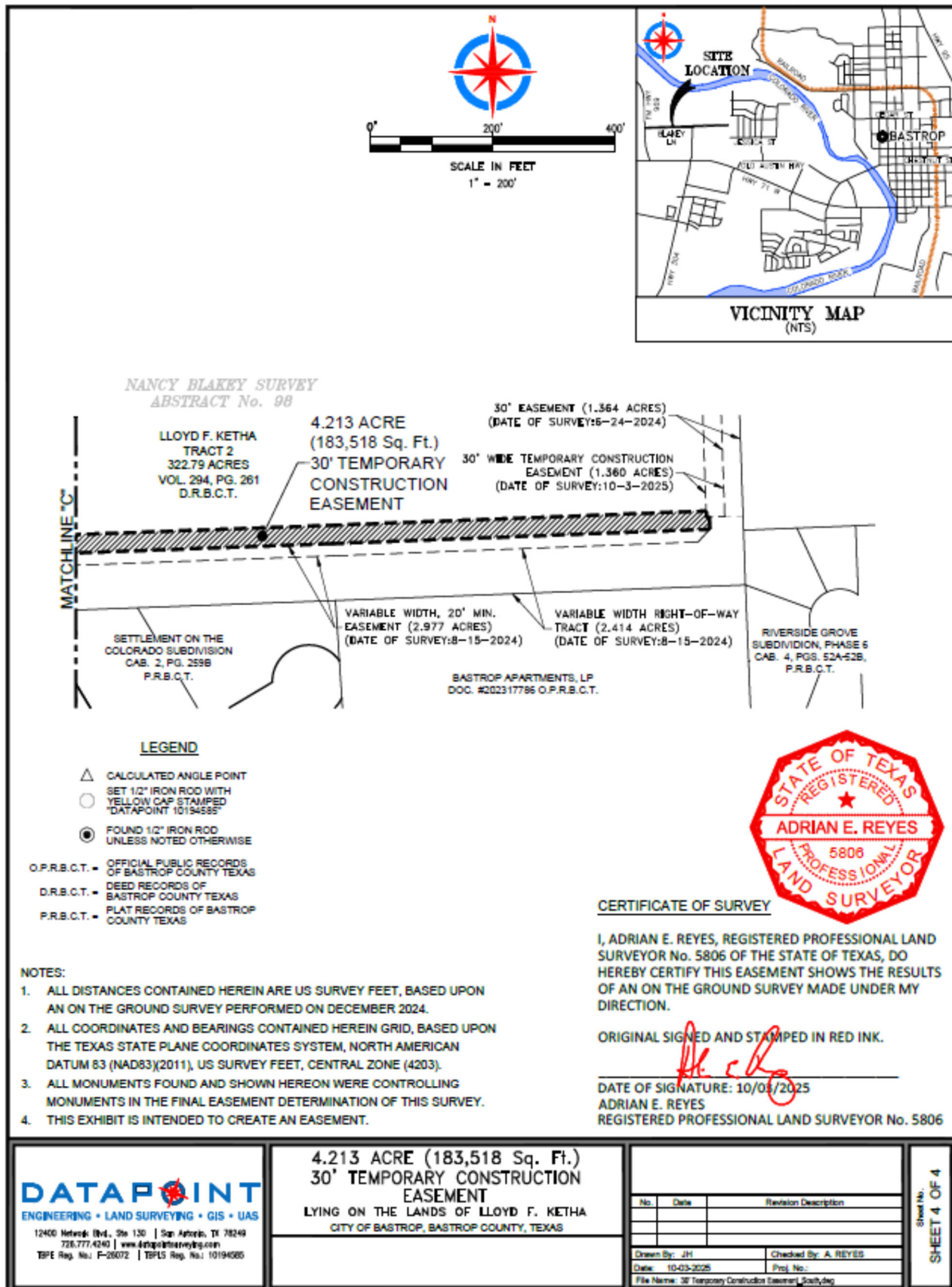


## EXHIBIT B, pg. 2/4



## EXHIBIT B, pg. 3/4



**EXHIBIT B, pg. 4/4**



**EXHIBIT C**

Exhibit E

Item 8H.



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS           §  
    §  
 COUNTY OF BASTROP         §

Karmen Townsend, whose mailing address is 245 Duff Drive, Bastrop, Texas 78602 (called "**Grantor**", whether one or more), in consideration of the sum of \$10.00 to Grantor, the receipt of which is acknowledged, has this day **GRANTED** and **CONVEYED**, and by these presents do **GRANT** and **CONVEY**, unto the City of Bastrop, Texas, a home rule municipality situated in the County of Bastrop, State of Texas, whose address is 1311 Chestnut Street, Bastrop, Texas 78602, Attn: Sylvia Carrillo, City Manager (the "City"), non-exclusive temporary construction easements (collectively referred to as the "Temporary Easement") upon, beneath, and across the following three properties:

1. **Parcel 1:** That certain tract of land consisting of approximately 1.360 acres and as described on the attached **EXHIBIT "A,"** and made a part hereof for all purposes;
2. **Parcel 2:** That certain tract of land consisting of approximately 1.652 acres and as described on the attached **EXHIBIT "B,"** and made a part hereof for all purposes; and
3. **Parcel 3:** That certain tract of land consisting of approximately 4.213 acres and as described on the attached **EXHIBIT "C,"** and made a part hereof for all purposes.

(Parcels 1, 2, and 3 collectively referred to as the "Property").

**TO HAVE AND TO HOLD** the same during the effective term of this Temporary Easement to the City, its successors and assigns, together with the right and privilege during the effective term to perform construction activities, including the staging of materials and the storage of equipment and machinery necessary or incidental thereto, in order to facilitate the construction of wastewater lines as described by that Wastewater Utility Easement Agreement between Grantor and City as Grantee dated \_\_\_\_\_ and recorded in the Official Public Records of Bastrop County as Document No. \_\_\_\_\_; and all necessary access thereto; upon the condition that the City will, after doing any work related to said construction, repair and restore the Property and any improvements located thereon, including all fencing and gates, to a like or better condition than existed prior to construction. If any of Grantor's trees, bushes, or other landscaping other than groundcover are within the Temporary Easement, the City will only be obligated to restore or replace such landscaping with groundcover.

This Temporary Easement commences upon the date of Grantor's signature to this document ("Commencement Date") and terminates 180 days thereafter (the "Termination Date"). This Temporary Easement automatically terminates on the Termination Date and becomes null and void. The City, its successors, and assigns, have no further rights hereunder. No written release by the City is required or necessary. This Temporary Easement does not convey to the City any right to use Grantor's property adjacent to the Temporary Easement. This Temporary Easement does not convey any permanent rights to the City.

The City acknowledges that Grantor raises livestock and cattle, including aggressive breeds, on the Property and Grantor's adjacent property. At all times when the City's employees or contractors are present on the Property, the City will have temporary cattle fencing and gates in place to separate Grantor's livestock, cattle, and pets from the Temporary Easement and the City's employees and

contractors. The City will be responsible for any harm or injury to persons and animals resulting from a failure of said fencing.

The City acknowledges that Grantor relies on two driveways for access to Grantor's property. These driveways are identified in **EXHIBIT "D"** attached hereto. The City will not block or otherwise prohibit vehicular access to these driveways during the term of the Temporary Easement.

This conveyance is made in lieu of and under threat of condemnation. This grant is made by Grantor and accepted by the City, subject to the following:

- a. Visible and apparent easements not appearing of record.
- b. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements that a current survey would show.
- c. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) that affect the property and are presently of record in the official Public Records of the County in which the property is located, but only to the extent that said items are still valid and in force and effect at this time.
- d. The Temporary Easement is granted by Grantor with no warranty as to title, "AS-IS", "WHERE-IS" and WITH ALL FAULTS. THE CITY ACKNOWLEDGES THAT IT HAS BEEN PROVIDED ADEQUATE ACCESS TO GRANTOR'S PROPERTY AND TIME TO CONDUCT ITS OWN INSPECTIONS AND THAT GRANTOR HAS NOT MADE NOR WILL MAKE ANY REPRESENTATION OR WARRANTY TO THE CITY WITH RESPECT TO THE CONDITION OF THE TEMPORARY EASEMENT AND/OR GRANTOR'S REMAINING PROPERTY, OR ACCESS THERETO, WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, AND THAT GRANTOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT GRANTOR'S PROPERTY AND THE TEMPORARY EASEMENT ARE OR WILL BE SUITABLE FOR THE CITY'S INTENDED PURPOSES.

**GRANTOR** does hereby bind herself, her respective heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the Property and all related rights unto the City, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise.

Executed on \_\_\_\_\_, 2026.

(Signature page follows)

**GRANTOR:**

Karmen Townsend

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF TEXAS       §**  
**COUNTY OF BASTROP   §**

Before me, the undersigned, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

(Personalized Seal)

\_\_\_\_\_  
Notary Public's Signature**GRANTEE:**

The City of Bastrop, Texas

\_\_\_\_\_  
By: Sylvia Carrillo, its City Manager**ACKNOWLEDGMENT**

**STATE OF TEXAS       §**  
**COUNTY OF BASTROP   §**

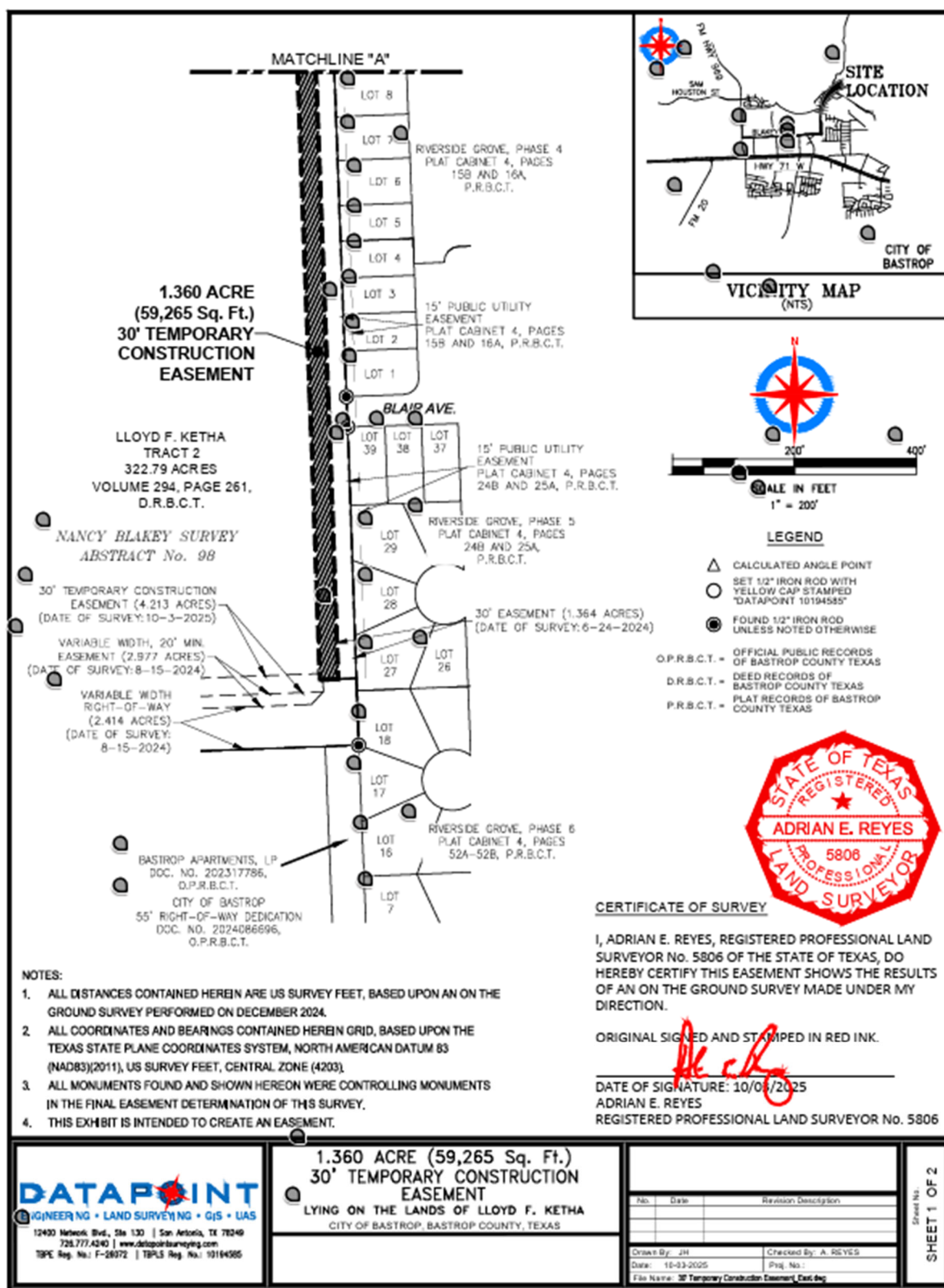
Before me, the undersigned, on this day personally appeared Sylvia Carrillo, in her capacity as City Manager for the City of Bastrop, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

(Personalized Seal)

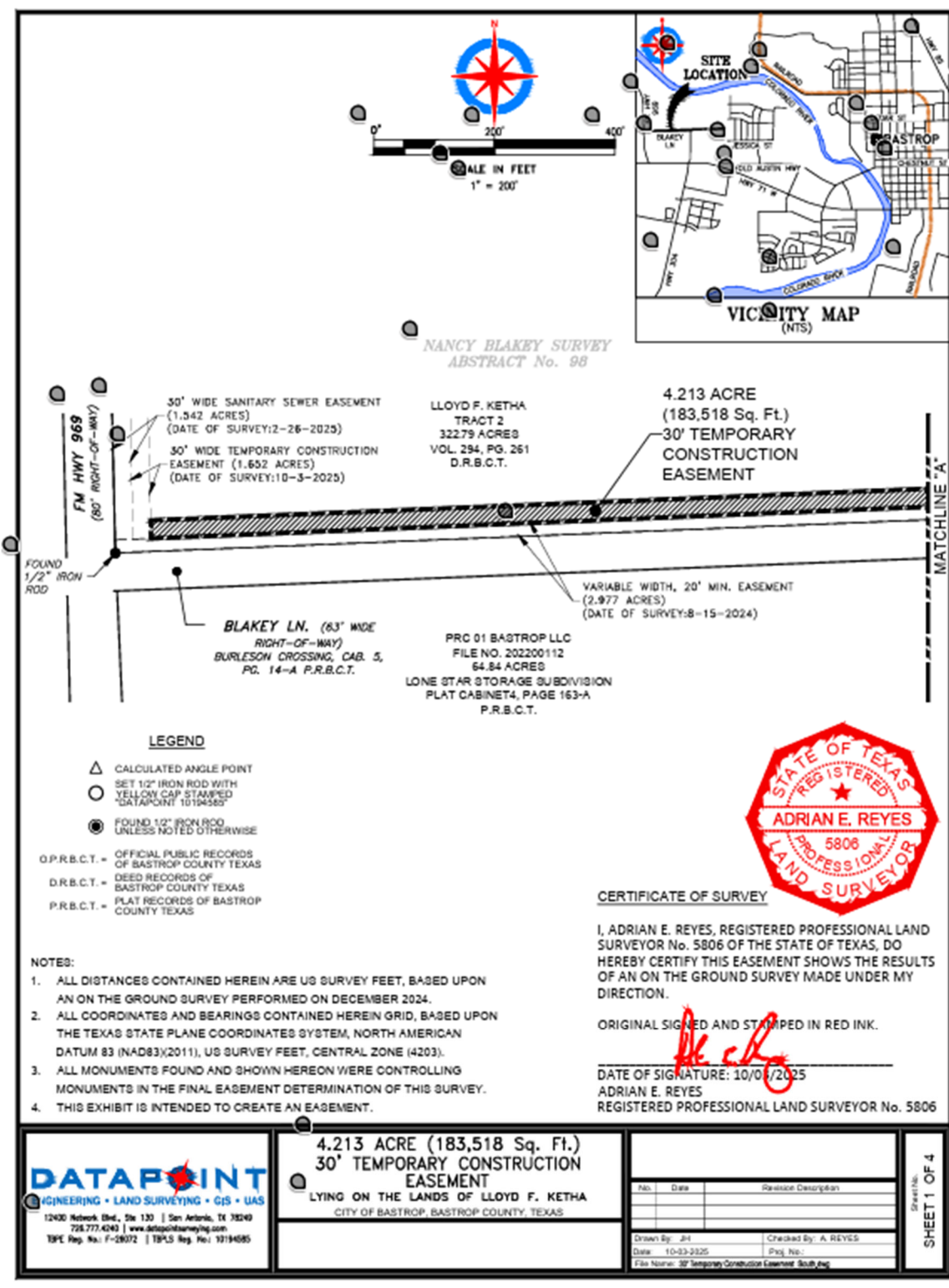
\_\_\_\_\_  
Notary Public's Signature**AFTER RECORDING, RETURN TO THE CITY OF BASTROP:**

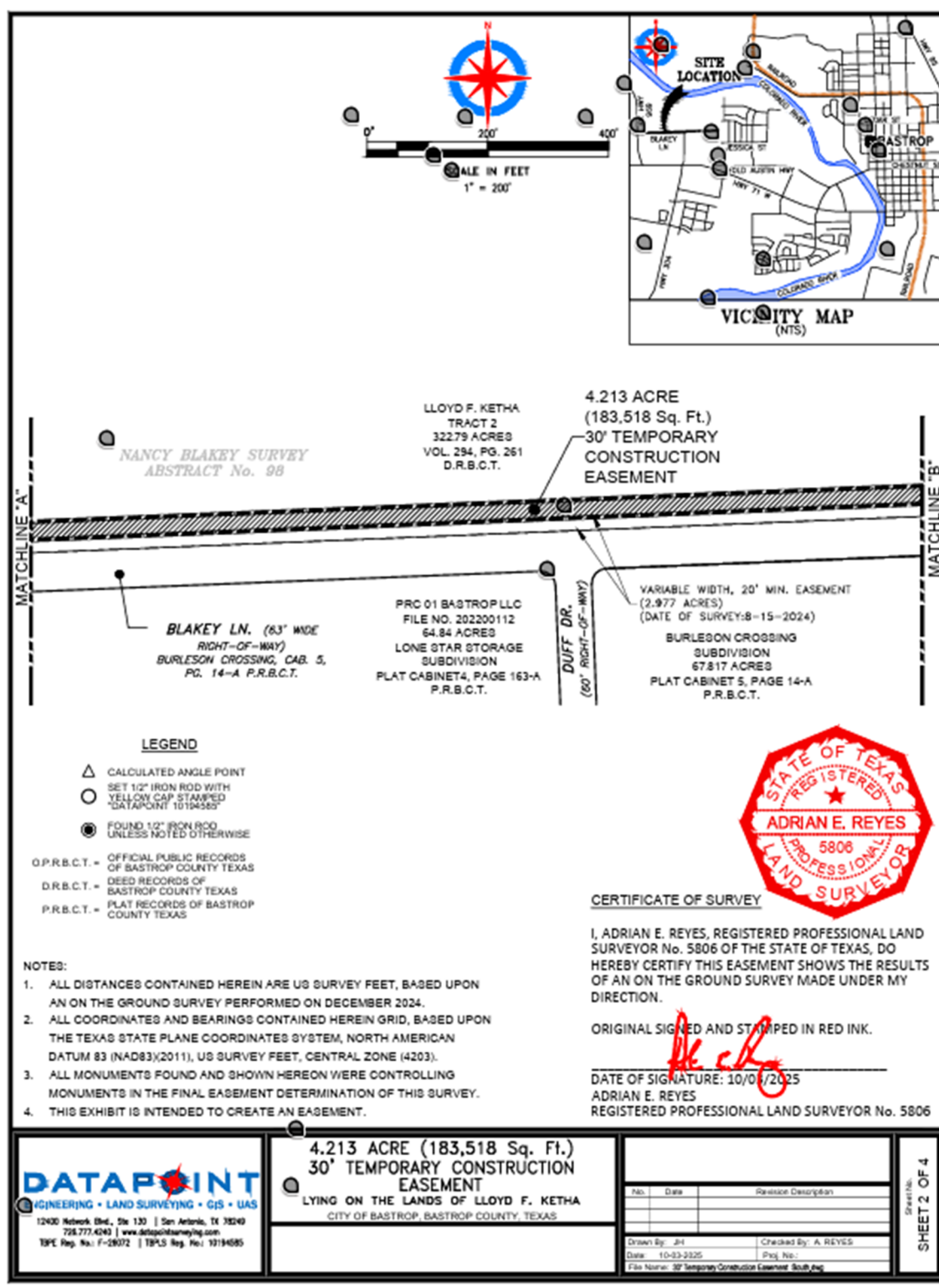
1311 Chestnut Street | Bastrop, Texas 78602



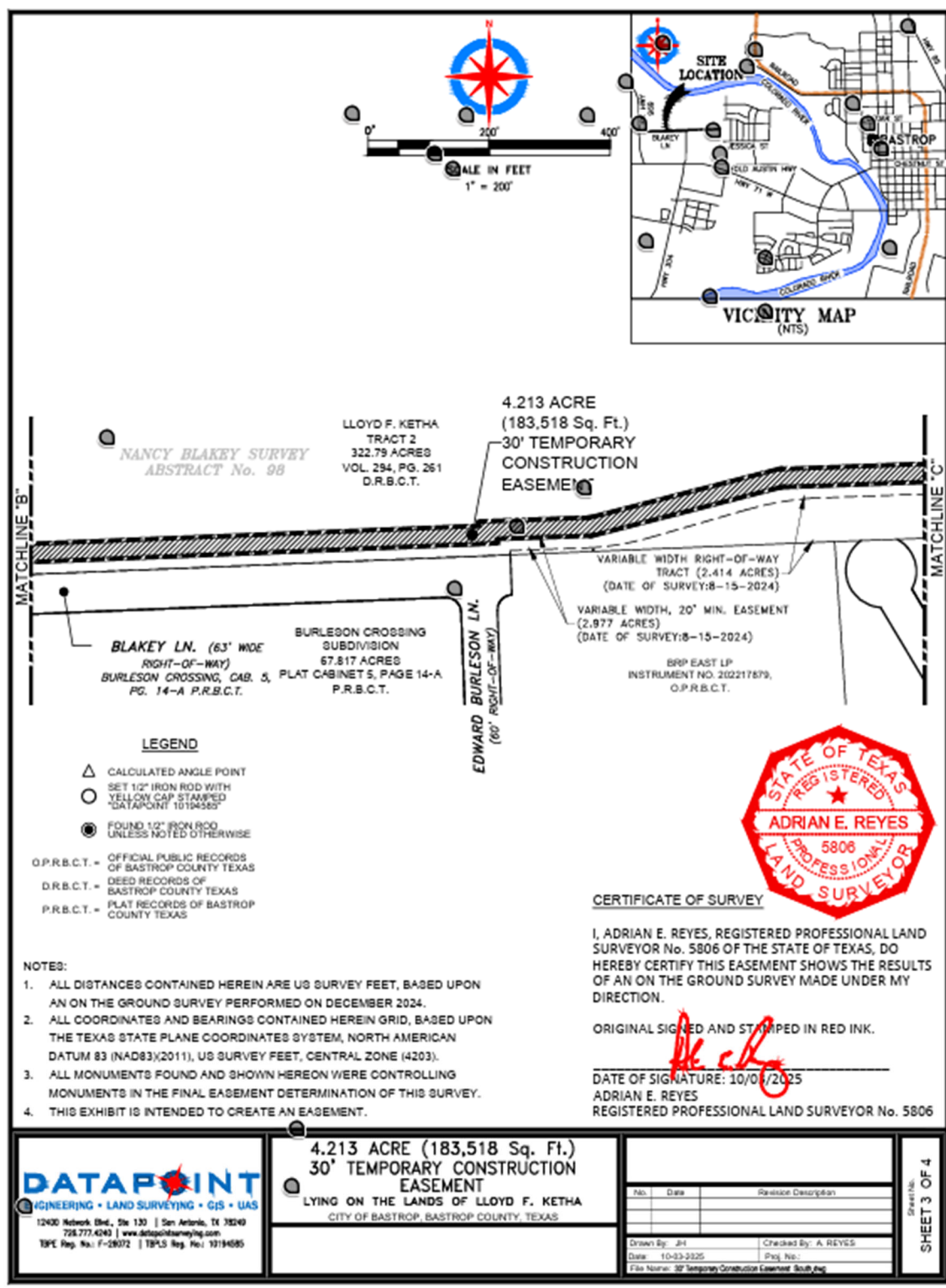












## EXHIBIT D





# STAFF REPORT

**MEETING DATE:** February 10, 2026

**TITLE:**

Consider action to approve Resolution No. R-2026-28 of the City Council of the City of Bastrop, Texas, confirming annual board appointments of the Mayor, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Michael Muscarello, City Secretary

**BACKGROUND/HISTORY:**

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

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Recommend approval of Resolution No. R-2026-28 of the City Council of the City of Bastrop, Texas, confirming annual board appointments of the Mayor, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date

**ATTACHMENTS:**

- Proposed Resolution

## RESOLUTION NO. R-2026-28

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS CONFIRMING ALL BOARD AND COMMISSION APPOINTMENTS OF THE MAYOR, AS REQUIRED IN SECTION 3.08 OF THE CITY'S CHARTER, AS ATTACHED IN EXHIBIT A; AND ESTABLISHING AN EFFECTIVE DATE.

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

**WHEREAS**, Mayor Ishmael Harris has completed his review process of all applications to the City's boards and commissions and has made his appointments to each board and commission as attached in Exhibit A; and

**WHEREAS**, City Council must confirm these appointments as required by the City Charter.

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

**Section 1:** That Mayor Ishmael Harris appointed the following members to each Board and Commission of the City.

#### **Bastrop Economic Development Corporation**

Place 4: Rick Womble  
Place 6: Lisa Holcomb

**Appointment  
Appointment**

#### **Main Street Advisory Board (terms end 2028)**

Place 8: Kelsie Owens

**Appointment**

**Section 2:** That the City Council of the City of Bastrop confirms Mayor Harris' appointments to all of the City's boards and commissions as outlined in Exhibit A.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this the 30<sup>th</sup> day of September, 2025.

**APPROVED:**

\_\_\_\_\_  
Ishmel Harris, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



### **Section 3.08 Mayor and Mayor Pro Tem**

The Mayor shall preside over the meetings of the Council and perform such other duties consistent with the office as may be imposed on the Mayor by this Charter and all ordinances and resolutions passed in pursuance thereof. The Mayor may not vote, except in elections, to break a tie and as otherwise provided in this Charter. The Mayor shall have no veto power. The Mayor shall appoint members to all City boards and commissions, subject to confirmation by the Council. The Mayor shall also be recognized as the chief presiding officer of the City. The Mayor shall also be recognized as the head of the City by all courts for the purpose of serving civil processes, by the Governor for the purpose of enforcing military law and for all ceremonial purposes.

At the first meeting of the Council following the City's general election, the Council shall elect one of its members to serve a one-year term as Mayor Pro Tem of the City. In the absence or disability of the Mayor to perform the duties of that office, the Mayor Pro Tem shall perform all such duties, and while acting as Mayor Pro Tem may not vote, except in elections and to break a tie.

### **Section 3.09 City Secretary**

The City Manager shall appoint, subject to confirmation by the City Council, an officer of the City and such assistants as deemed necessary, who shall have the title of City Secretary. The City Secretary and assistants shall give notice of Council meetings, shall keep minutes of its proceedings, shall authenticate by signature and shall record in full in a book kept for that purpose all ordinances and resolutions, shall preserve and keep in order all books, papers, records and files of the Council, shall have custody of the seal of the City and shall affix same to such documents and obligations as legally authorized. The City Secretary and assistants shall perform such other duties as shall be required by this Charter, the Council or the City Manager.

### **Section 3.10 City Attorney**

The Council shall appoint a City Attorney(s) and such assistant city attorneys as from time to time shall be deemed necessary by the Council and who shall be competent, duly licensed and admitted to the practice of law by the State of Texas. The City Attorney(s) shall be legal advisor to and attorney for all officers of the City acting in their official capacities and shall represent the City and its departments in all legal proceedings.

### **Section 3.11 Investigations**

The Council shall have the power to make investigations into City affairs and to inquire into the official conduct of any department, agency, office or employee of the City. For this purpose the Council shall have the power to administer oaths, to subpoena witnesses and to compel the production of books, papers and other evidence material to the



# STAFF REPORT

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**MEETING DATE:** February 10, 2026

**TITLE:**

Consider and act to approve the Bastrop City Council minutes from the January 27, 2026, Regular Meeting.

**AGENDA ITEM SUBMITTED BY:**

Victoria Psencik, Assistant City Secretary, TRMC

**BACKGROUND/HISTORY:**

N/A

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Approve the Bastrop City Council minutes from the January 27, 2026, Regular Meeting.

**ATTACHMENTS:**

- DRAFT January 27 Regular Meeting Minutes



# CITY OF BASTROP

## BASTROP CITY COUNCIL

### REGULAR CITY COUNCIL MEETING MINUTES

**Tuesday, January 27, 2026**

The Bastrop City Council met at a Regular Meeting at 6:30 p.m. on Tuesday, January 27, 2026, at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

#### **Council Members Present**

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

#### **Staff Present**

City Manager Sylvia Carrillo-Trevino  
 City Attorney Charlie Zech  
 City Secretary Michael Muscarello  
 Assistant City Secretary Victoria Psencik  
 Assistant to the City Manager Viviana Andres  
 Public Information Manager Colin Guerra  
 Assistant City Manager Andres Rosales  
 Finance Director Judy Sandroussi  
 Police Chief Vicky Steffanic  
 Executive Assistant to City Manager Taylor Andry  
 Development Services Director James Cowey  
 Parks and Recreation Director Jason Alfaro  
 Discover Bastrop Director Michaela Joyce  
 BEDC Operations Manager Angela Ryan  
 Assistant Finance Director Laura Allen

#### **1. CALL TO ORDER**

With a quorum present, Mayor Harris called the Regular City Council Meeting to order at 6:30 p.m.

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

Jeremiah Donner and Julieta Hernandez, students from Bluebonnet Elementary Choir, led the Pledge of Allegiance.

#### **3. INVOCATION**

Pastor Joshua Hebert delivered the Invocation.

#### **4. PRESENTATIONS**

##### **4A. Mayor's Report**

##### **4B. Council Members' Report**

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

## **1. Employee Award Winners**

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

### **4D. Receive a presentation on the unaudited Monthly Financial Report for the periods ending August through December 2025.**

Submitted and Presented by: Laura Allen, Assistant Finance Director

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

## **6. STAFF AND BOARD REPORTS – NONE**

## **7. CITIZEN COMMENT(S)**

Citizen(s) addressing the City Council on an item, not on the agenda: Alan McHargue.

## **8. CONSENT AGENDA**

### **8A. Consider and act on the second reading of Ordinance No. 2026-01 to approve and adopt the 2026 Schedule of Uniform Submittal Dates for Plats in accordance with the Bastrop Building Block (B<sup>3</sup>) Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates, and the Bastrop Building Block (B<sup>3</sup>) Technical Manual Section 1.2.002 Uniform Submittal Dates, as shown in Exhibit A.**

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

### **8B. Consider and act on the first reading of Ordinance No. 2026-03, authorizing the appointment of Carly Power as Associate Municipal Judge of the City of Bastrop Municipal Court for a 3-year term effective February 10, 2026; and move to include on the February 10, 2026, Consent Agenda for the second reading.**

Submitted by: Andres Rosales, Assistant City Manager

### **8D. Consider and act on the second reading of Ordinance No. 2025-87, amending the contract with Kraftsman Play systems in the amount of \$153,201.05 for changes to the Fisherman's Park splashpad.**

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

### **8E. Consider and act on Resolution No. R-2026-09 appointing Kerry Fossler as the City of Bastrop representative to the Clean Air Coalition.**

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

### **8F. Consider and act on Resolution No. R-2026-15, allowing for the installation of four (4) varying speed limit signs on Jessica Place. Two (2) facing eastbound**

**and two (2) facing westbound at the longitude and latitude points of those in the attached Exhibit, with two (2) of the signs being in a full residential area (East Jessica Place) at 20 mph and two (2) being on the arterial throughway (West Jessica Place) at the prima facia speed limit. In addition, the existing traffic control devices for the school zone warnings (one (1) on East Jessica and two (2) on West Jessica) will be upgraded with flashers, installed by the Streets and Drainage Department.**

Submitted by: Vicky Steffanic, Chief of Police

- 8G. **Consider and act on Resolution No. R-2026-16, granting a Parade Variance for throwing items during the 2026 Bastrop Mardi Gras Parade.**

Submitted by: Michaela Joyce, Discover Bastrop Director

- 8H. **Consider and act on:**

**A: Resolution No. R-2026-17, amending Resolution No. R-2023-70 regarding a temporary compensation increase for the City Manager while serving as Interim Director of the Bastrop Economic Development Corporation and restating Exhibit A; authorizing the Mayor to execute an addendum to the City Manager's employment agreement.**

**B: The formal adoption of an interim services agreement with the Bastrop Economic Development Corporation for interim executive director services provided by the City Manager to include a one-time payment of \$7,500 in FY 2026.**

Submitted by: Angela Ryan, BEDC Operations Manager, CEcD

- 8K. **Consider and act to approve the Bastrop City Council minutes from the January 13, 2026, Special Workshop and the Regular Meeting.**

Submitted by: Victoria Psencik, Assistant City Secretary, TRMC

Mayor Harris called for requests to remove any item from the Consent Agenda for separate discussion. Mayor Pro-Tem Kirkland requested Item 8C be removed. City Manager Carrillo-Trevino requested Items 8I and 8J be removed.

\* \* \* \* \*

- 8C. **Consider and act to approve:**

**A. Resolution No. R-2026-06, adopting various policies and procedures in connection with the City of Bastrop, Texas' participation in federally funded Community Development Block Grant (CDBG) projects and adherence to the regulations herein attached as Exhibit A; and**

**B. Resolution No. R-2026-07, designating authorized signatories for contractual documents, environmental documents, and documents for requesting funds pertaining to the Community Development Block Grant - Mitigation Program (CDBG-MIT MOD), herein attached as Exhibit A.**

**C. Resolution No. R-2026-13, authorizing the City Manager to reallocate CO Series 2023 Bond funds in the amount of Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00) from Blakey Lane Extension to Riverbank Stabilization Improvements, herein attached as Exhibit A.**

Submitted by: Laura Allen, Assistant Finance Director

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

**MOTION:** Mayor Pro-Tem Kirkland moved to approve Resolution No. R-2026-06 (Item 8C, Letter A); Resolution No. R-2026-07 (Item 8C, Letter B); and Resolution No. R-2026-13 (Item 8C, Letter 8C) as presented. Council Member Plunkett seconded the motion. Motion carried unanimously.

\* \* \* \* \*

8I. **Consider and act on the first reading of Resolution No. R-2026-14, approving the Bastrop Economic Development Corporation's expenditure for a Hospital Feasibility Study in the amount of fifty thousand dollars (\$50,000); and move to include on February 10, 2026, City Council Consent Agenda for second reading.**

Submitted by: Angela Ryan, BEDC Operations Manager, CEcD

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

**MOTION:** Council Member Plunkett moved to approve Resolution No. R-2026-14 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

\* \* \* \* \*

8J. **Consider and act on Resolution No. R-2025-210 ratifying the previously approved agreement with Reality Trust Group in the amount of \$50,000 for a Hospital Feasibility Study.**

Submitted by: Sylvia Carrillo-Trevino, Interim Executive Director of the Bastrop Economic Development Corporation.

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

**MOTION:** Council Member Meyer moved to approve the ratification of Resolution No. R-2025-210 with the corrected amount of \$52,500. Council Member Lowe seconded the motion. Motion carried unanimously.

\* \* \* \* \*

*After the separate discussion of Consent Agenda Items 8O, 8I, and 8J, the following motion was made:*

**MOTION:** Mayor Pro-Tem Kirkland moved to approve the Consent Agenda as follows:  
 -- Items 8A, 8D through 8H, and 8K as presented;  
 -- Mayor Harris read into record Items 8A, 8B, and 8D with a correction to Item 8B of a two (2) year term instead of three (3);  
 -- Mayor Harris made official recommendation of Carly Power as Associate Municipal Judge in relation to Item 8B.

Council Member Plunkett seconded the motion. Motion carried unanimously.

## 9. ITEMS FOR INDIVIDUAL CONSIDERATION

9A. **Consider and act on Resolution No. R-2026-10, awarding a contract for the mowing of City Parks and Public Buildings to Community Lawn, LLC., in the amount of fifty-two thousand, and twenty dollars (\$52,020.00) as attached as Exhibit A.**

Submitted and Presented by: Jason Alfaro, Director of Parks and Recreation

**MOTION:** Council Member Plunkett moved to approve Resolution No. R-2026-10 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

9B. **Consider and act on Resolution No. R-2026-11, awarding a contract for the mowing of City Rights-of-Way to Community Lawn, LLC., in the amount of fifty-four thousand, six hundred Dollars (\$54,600.00) as attached as Exhibit A.**

Submitted and Presented by: Jason Alfaro, Director of Parks and Recreation

**MOTION:** Council Member Meyer moved to approve Resolution No. R-2026-11 as presented. Council Member Fossler seconded the motion. Motion carried unanimously.

9C. **Consider and act on Resolution No. R-2026-12, awarding a contract for the mowing of City Rights-of-Way to Community Lawn, LLC., in the amount of fifty-four thousand, six hundred Dollars (\$54,600.00) as attached as Exhibit A.**

Submitted and Presented by: Jason Alfaro, Director of Parks and Recreation

**MOTION:** Council Member Meyer moved to approve Resolution No. R-2026-12 as presented. Council Member Fossler seconded the motion. Motion carried unanimously.

9D. **Consider and act on Resolution No. R-2026-18, authorizing the City Manager to award the Request for Proposals (RFP) for Indefinite Delivery Indefinite Quantity (IDIQ) for Street Paving Maintenance Services.**

Submitted and Presented by: Andres Rosales, Assistant City Manager

Citizen Comment submitted specifically for Item 9D that **did** speak: William Bennett

**MOTION:** Council Member Plunkett moved to approve Resolution No. R-2026-18 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

- 9E. **Consider and act on Resolution No. R-2026-21 to purchase shade covers for Mayfest arena in an amount not to exceed \$477,110 to ShadePro, LLC, BuyBoard No. 781-25 to design, manufacture, and install shade covers over the seating areas and pen areas.**

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

Citizen Comment for Item 9E that **did** speak: Taylor Homuth

**First MOTION:** Council Member Meyer moved to approve Resolution No. R-2026-21 as presented. Mayor Pro-Tem Kirkland seconded the motion. Motion carried unanimously.

**Second MOTION:** Mayor Pro-Tem Kirland moved to direct the City Manager to bring back a funding and execution plan for additional bleachers at Mayfest Park as soon as practical. Council Member Meyer seconded the motion. Motion carried unanimously.

## 10. EXECUTIVE SESSION

Mayor Harris closed the Open Meeting to convene the City Council into Executive (Closed) Session at 8:19 p.m. pursuant to Texas Government Code, Chapter 551 as follows:

- 10A. **Section 551.087 to discuss and deliberate regarding a proposed Economic Development project to locate within the City.**
- 10B. **Section 551.072 to deliberate the purchase, exchange, lease, or value of real property legally described as Building Block, BLOCK 3 W W ST, ACRES 0.164, 804 Water Street.**
- 10C. **Sections 551.071 and 551.072 to seek advice of legal counsel to discuss and deliberate regarding the proposed sale of real estate property located adjacent to Blakey Lane.**

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

Mayor Harris reconvened the City Council into the Open Session at 8:47 p.m. and called for any action as a result of the Executive Session.

- 10A. **Section 551.087 to discuss and deliberate regarding a proposed Economic Development project to locate within the City.**

**No** action was taken on Item 10A.

- 10B. **Section 551.072 to deliberate the purchase, exchange, lease, or value of real property legally described as Building Block, BLOCK 3 W W ST, ACRES 0.164, 804 Water Street.**

**No** action was taken on Item 10B.

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

**No** action was taken on Item 10C.

**12. ADJOURNMENT**

Upon receiving a motion duly made and a second to adjourn, Mayor Harris adjourned the January 27<sup>th</sup> Regular Meeting at 8:47 p.m.

**CITY OF BASTROP, TEXAS**

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

**ATTEST:**

\_\_\_\_\_  
Victoria Psencik, Assistant City Secretary





# STAFF REPORT

**MEETING DATE:** February 10, 2026

**TITLE:**

Consider and act on the second reading of Ordinance No. 2026-03, authorizing the appointment of Carly Power as Associate Municipal Judge of the City of Bastrop Municipal Court for a 2-year term effective February 10, 2026.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Andres Rosales, Assistant City Manager

**BACKGROUND/HISTORY:**

The City of Bastrop has a Municipal Court of Record governed by Texas Government Code Chapter 30 and the City's local Charter Section 5.02. Chapter 7 of the City Code of Ordinances references the term, required qualifications, and process for appointment of the Municipal Judge and Associate Municipal Judge.

The Associate Municipal Judge position serves as a backup to the Presiding Judge and assists in alleviating the workload of Municipal Judge McClimon. The Municipal Court issued a Request for Qualifications (RFQ) for the position of Associate Municipal Judge. Carly Power submitted a response to the issued RFQ. Mrs. Power's qualifications meet the requirements of an Associate Judge. Judge McClimon and the Court Administrator have reviewed and recommended her for the position.

The appointment will be a 2-year term as per Section 5.02 of the Charter. If approved, the Council will authorize the City Manager to execute a contract for Associate Municipal Judge services between the City of Bastrop and Carly Power, as well as all other necessary documents related to this contract (Exhibit A). The agreement terms will be to serve a 2-year term, effective February 10, 2026.

**FISCAL IMPACT:**

This position is already budgeted for Fiscal Year 2026. There will be no additional impact on the FY 2026 budget.

**RECOMMENDATION:**

To appoint Carly Power to fill the Associate Municipal Judge position for a 2-year term, effective June 20, 2025.

**ATTACHMENTS:**

1. Ordinance No. 2026-03

2. Resume – Carly Power
3. Employment Agreement – Carly Power

## ORDINANCE NO. 2026-03

### APPOINTMENT OF ASSOCIATE MUNICIPAL JUDGE

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE APPOINTMENT OF CARLY POWER AS ASSOCIATE MUNICIPAL JUDGE OF THE CITY OF BASTROP MUNICIPAL COURT FOR A 2-YEAR TERM EFFECTIVE FEBRUARY 10, 2026; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE**

- WHEREAS,** the City of Bastrop, Texas (the “City”) is a home rule municipality located in Bastrop County, Texas acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and
- WHEREAS,** Section §5.02 of the City of Bastrop Home Rule Charter states that the Judge of the Municipal Court “shall be nominated by the Mayor and appointed by the Council”; and
- WHEREAS,** Chapter 7 of the Bastrop City Code of Ordinances references a 2-year term, required qualifications and process for appointment of Municipal Judge and Associate Municipal Judge; and
- WHEREAS,** Section 7.01.003 of the Bastrop City Code of Ordinances states if a vacancy occurs in the office of municipal judge, the City Council shall adopt an ordinance appointing a qualified person to fill the office for the remainder of the unexpired term; and
- WHEREAS,** in accordance with Section 7.01.003 of the Bastrop City Code, the City Council has determined that it is in the best interest of the City of Bastrop and to ensure orderly operation of the City of Bastrop Municipal Court to appoint Carly Power to a 2-year term, effective February 10, 2026; and
- WHEREAS,** the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Bastrop held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting.

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

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

- Section 2.** The City Council hereby appoints, under the authority of §5.02 of the City of Bastrop Home Rule Charter and Chapter 7 of the Bastrop Code of Ordinances, Carly Power, as Associate Municipal Judge, to a 2-year term, effective February 10, 2026; and
- Section 3.** The City Council of Bastrop authorizes the City Manager to execute a contract for Associate Municipal Judge services between the City of Bastrop and Carly Power, as well as all other necessary documents related to this contract (attached and incorporated herein as Exhibit A); and
- Section 4.** Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.
- Section 5.** Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.
- Section 6.** Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

**READ & ACKNOWLEDGED on First Reading** by the City Council of the City of Bastrop, on this, the 27th day of January 2026.

**PASSED & APPROVED on Second Reading** by the City Council of the City of Bastrop, on this, the 10th day of February 2026.

**APPROVED:**

by: \_\_\_\_\_  
Ishmael Harris, Mayor

**ATTEST:**

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



**APPROVED AS TO FORM:**

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City Attorney

**STATE OF TEXAS** §  
**COUNTY OF BASTROP** §

**AGREEMENT BETWEEN THE CITY OF BASTROP  
AND  
CARLY POWER**

This agreement is effective the 10<sup>th</sup> day of February 2026, between the City of Bastrop, acting through its duly elected City Council of the City of Bastrop and Carly Power as follows.

WITNESSETH:

WHEREAS, pursuant to the authority granted to the City Council through **The City Charter** and the laws of the State of Texas, the City Council of the City of Bastrop has appointed Carly Power, as Associate Municipal Court Judge (Associate Judge); and

WHEREAS, the parties desire to enter into a written agreement setting forth all terms, conditions, and obligations of the parties;

NOW, THEREFORE, in consideration of the mutual covenants and promises, the parties agree as follows:

## 1. TERM

- 1.1 The term of this Agreement shall be a two-year term, unless sooner terminated as provided by the terms of this Agreement.

## 2. SCOPE OF AGREEMENT

- 2.1 The purpose of this Agreement is to engage Carly Power, for the express purpose of serving the City of Bastrop, Texas, as the City's Associate Municipal Court Judge.
- 2.2 Associate Judge Power shall perform all duties of the Associate Municipal Court Judge of the City of Bastrop, Texas, as set forth in the current or revised **Charter of the City of Bastrop** as required by **The Code of the City of Bastrop, as amended**, by applicable State law, as it now exists or may be amended in the future, and the **Texas Code of Judicial Conduct**.
- 2.3 These duties include but are not limited to:

- Preside over Municipal Court for all criminal Class C Misdemeanors, criminal jury and nonjury trials, pre-trial conferences, juvenile warnings, and other cases appropriately tried in Municipal Court.
- Preside over civil truant conduct hearings/trials.
- Maintain a central docket of all cases filed in the City of Bastrop.
- Establish and maintain Court Security panel.
- Review and/or deny requests for continuances.
- Determine innocence or culpability (when hearing cases without a jury) and levy fines commensurate with the violation in such manner to preserve equity and uniformity in the application of existing laws and ordinances.
- Supervise the administration of juror notification and direct jurors in trial cases on their role in the interpretation and application of law.
- Be available on a 24/7 basis to review and/or sign complaints, summons, subpoenas, affidavits for search and arrest warrants, appeal bonds, etc.
- Support court activities with Municipal Court Clerk and City Prosecutor and other city departments.
- Review legislation and current case law affecting offenses and the criminal justice system and implement procedures to ensure compliance. Perform legal research as needed and determine fine amounts.
- Conduct hearings (including property, emergency protective order, code enforcement, dangerous dog, etc.).
- Daily jail magistrations – rights warnings, set bonds
- Juvenile hearings.
- Indigent hearings.
- Approve/Deny Personal Recognizance (PR) Bond requests.
- Issue warrants (search, arrest, mental health), summons, magistrate warnings, etc.

- 2.4 The City of Bastrop's regular Municipal Court shall be held at Bastrop Municipal Court located at 104 Grady Tuck Lane, Bastrop, Texas 78602. However, the City of Bastrop reserves the right to designate days of the week, hours, and alternate locations where the Municipal Court may be held in the event that facility should not be available.
- 2.5 The City Council shall have the power to create and establish additional Municipal Courts, with the same or separate jurisdictions, and to appoint an additional Magistrate for each Court so established.
- 2.6 Associate Judge Power agrees to provide prompt, courteous, efficient, and professional services in the performance of his duties.
- 2.7 Associate Judge Power shall deal with the administrative services of Municipal Court solely through the Presiding Judge, Municipal Court Clerk or the City Manager.



- 2.8 Associate Judge Power shall meet with the Presiding Judge, City Attorney, City Manager, Director of Development Services, City Prosecutor, and the Chief of Police, or such officials' respective designees, on request, to discuss procedures within the Municipal Court.

### 3. SALARY AND BENEFITS

- 3.1 Associate Judge Power shall be deemed an independent contractor of the City.
- 3.2 The City agrees to pay Associate Judge Power the following flat rates: one hundred and fifty dollars (\$150) per event (i.e., jail magistrate trips), four hundred dollars (\$400) for each half day Associate Judge Power conducts court, and fifty dollars (\$50) per overnight warrant Associate Judge Power processes on behalf of the City. The City agrees to pay Associate Judge Power within 15 business days of receiving an invoice for services received.
- 3.3 Associate Judge Power shall pay all applicable local, state, federal taxes, including income tax, withholding tax, social security tax, and pension contributions, if any.
- 3.4. The City agrees to pay Associate Judge Power a daily rate of \$400 and his travel and expenses to attend the Texas Municipal Courts Education Center ("TMCEC") judges training, up to a maximum of three (3) days annually. Associate Judge Power is required to attend the TMCEC judges training each year during the term of this contract.

### 4. TERMINATION

- 4.1 Associate Judge Power may terminate this Agreement at any time, with or without notice.
- 4.2 The City may terminate Associate Judge Power at any time without cause, and without notice, as allowed by law.
- 4.3 Associate Judge Power shall waive all claims for compensation if not claimed within thirty (30) days from the date of the termination of this Agreement.

## 5. GENERAL PROVISIONS

- 5.1 If any provision of this Agreement shall, for any reason, be held to violate of any applicable law, the invalidity of such a specific provision of this Agreement shall not be deemed to invalidate any other provisions of this Agreement, which shall remain in full force and effect unless removal of the invalid provisions destroy the legitimate purposes of this Agreement, in which event the parties shall deem this Agreement canceled.
- 5.2 The paragraph headings used in this Agreement are descriptive only and shall have no legal force or effect.
- 5.3 This Agreement represents the entire agreement by and between the parties, except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties.
- 5.4 This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in the City of Bastrop, Bastrop County, Texas.

IN WITNESS WHEREOF, the City Council of the City of Bastrop, by and through the Mayor, has caused this Agreement to be executed and that upon execution thereof, it shall be deemed the act and deed of the City of Bastrop.

CITY OF BASTROP, TEXAS

BY: \_\_\_\_\_  
Sylvia Carrillo, City Manager

BY: \_\_\_\_\_  
Carly Power, Associate Municipal Court Judge

ATTEST: \_\_\_\_\_  
Michael Muscarello, City Secretary