

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



December 09, 2025

Regular City Council Meeting at 6:30 PM

City of Bastrop City Council meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at (512) 332-8800 or write 1311 Chestnut Street, 78602, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

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

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

1. CALL TO ORDER

- 2. PLEDGE OF ALLEGIANCE** - Santiago Flores and Adalynn McDonald, National Junior Honor Society Members from Bastrop 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

4. PRESENTATIONS

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

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

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

- A. Wastewater plant update
- B. Blakey Extension & Roundabout
- C. Streets
- D. Park Construction - Phase 1
- E. Bridge Construction

4D. Bastrop Community Blood Drive Presentation

Submitted by: We Are Blood

5. WORK SESSIONS/BRIEFINGS - NONE

6. STAFF AND BOARD REPORTS - NONE

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

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

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

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

[8B.](#) Consider and act on the first reading of Ordinance 2025-87, amending the contract with Kraftsman Play systems in the amount of \$153,201.05 for changes to the Fisherman's Park splashpad, and move to include on the January 13, 2026 agenda.

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

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

Submitted by: Laura Allen, Assistant Finance Director

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

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

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

Submitted by: Bonnie Pierson, Library Director

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

Submitted by: Michael Muscarello, City Secretary

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

Submitted by: Vicky Steffanic, Chief of Police

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

Submitted by: Michaela Joyce, Discover Bastrop Director

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

Submitted by: Vicky Steffanic, Chief of Police

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

Submitted by: Michaela Joyce, Discover Bastrop Director

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

Submitted by: Michaela Joyce, Discover Bastrop Director

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

Submitted by: Cameron Reddell, Community Recreation and Events Coordinator

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

Submitted by: Elizabeth Wick, Project Manager

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

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

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

Submitted by: Curtis Hancock, Director of Water and Wastewater

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

Submitted by: Brittany Epling, Senior Planner

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

Submitted by: Victoria Psencik, Assistant City Secretary

9. ITEMS FOR INDIVIDUAL CONSIDERATION

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

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

9B. Consider and act on the first reading of Ordinance No. 2025-85, amending the operating and capital budget for the Fiscal Year 2026 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date, and move to include on the January 13, 2026 City Council agenda for a second reading.

Submitted by: Laura Allen, Assistant Finance Director

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

Submitted by: Curtis Hancock, Director of Water and Wastewater

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

Submitted by: Judy Sandroussi, Finance Director

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

- A. Resolution No. R-2025-208 to approve a contract with the National Golf Foundation (NGF) in the amount of \$26,000 for a feasibility study for a Par 3 course located at 1500 Farm Street.
- B. Resolution No. R-2025-209 to approve a contract with Hotel & Leisure Advisors in the amount of \$52,500 for a feasibility study for a Hotel & Convention Center located between Bear Hunter Drive, FM 20, and Hwy 71.
- C. Resolution No. R-2025-210 to approve a contract with Realty Trust Group in the amount of \$50,000 for a feasibility study for a full-service hospital and medical facilities located between Bear Hunter Drive, FM 20, and Hwy 71.

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

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

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

- 9G.** Consider and at on Resolution 2025-214 entering into a Master Transfer Agreement with the Hunter’s Crossing Local Government Corporation, the City of Bastrop, and Hunter’s Crossing Homeowner’s Association.

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

10. EXECUTIVE SESSION

- 10A. City Council shall convene into a closed executive session pursuant to Texas Local Government Code Section 551.074 to deliberate the appointment, employment, and evaluation of the City Manager, including the development of a standard evaluation form.
- 10B. City Council shall convene into a closed executive session pursuant to Texas Local Government Code 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.
- 10C. City Council shall convene into a closed executive session pursuant to Texas Local Government Code Sections 551.071 to seek advice of legal counsel to discuss and deliberate regarding the Bastrop Economic Development Corporation.

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

12. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place convenient and readily accessible to the general public, as well as to the City’s website, www.cityofbastrop.org and said Notice was posted on the following date and time: December 3, 2025 at 5:00 p.m. and remained posted for at least two hours after said meeting was convened.

/s/ Michael Muscarello
Michael Muscarello, City Secretary

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).



STAFF REPORT

MEETING DATE: December 9, 2025

TITLE:
Mayor's Report

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

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: December 9, 2025

TITLE:

Council Members' Report

AGENDA ITEM SUBMITTED BY:

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

POLICY EXPLANATION:

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

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

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

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or 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: December 9, 2025

TITLE:

City Manager's Report

AGENDA ITEM SUBMITTED BY:

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

POLICY EXPLANATION:

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

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

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

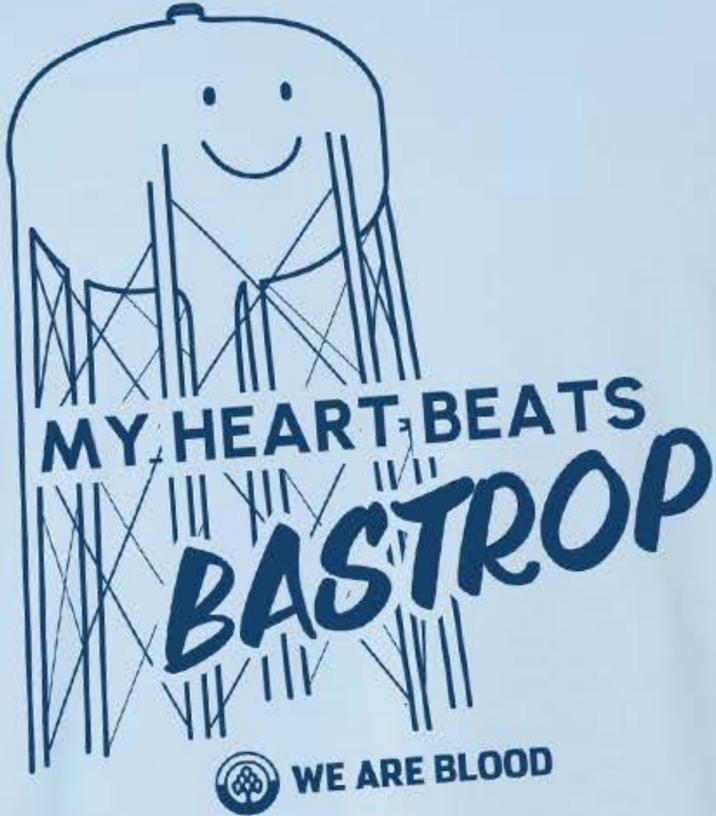
- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public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

BASTROP CARES

COMMUNITY BLOOD DRIVE

DECEMBER 17

7 A.M. - 2 P.M.



WEAREBLOOD.ORG/BASTROP



STAFF REPORT

MEETING DATE: December 9, 2025

TITLE:

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

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

The Parks Board serves as an advisory body to the City Council on matters related to parks, recreation, trails, open space, and community amenities. It provides recommendations on policy, programming, and improvements that enhance the quality of life in Bastrop.

The existing Parks Board structure consists of seven (7) voting members appointed by City Council. Upon review, staff and Council identified opportunities to strengthen the Board's technical capacity and coordination with regional partners.

To accomplish this, Ordinance No. 2025-82 introduces **two new non-voting ex officio positions:**

1. **Master Gardener Representative** – to provide horticultural and native plant expertise through the Texas A&M AgriLife Extension program.
2. **County Parks Representative** – to enhance coordination between the City and Bastrop County regarding parks and recreational planning.

Each appointment aligns with the City's standard three-year term cycle and continues until a successor is appointed and qualified.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of Ordinance No. 2025-82 to:

1. Amend Section 1.10.001 of the Bastrop Code of Ordinances (Parks Board) to establish two ex officio positions;

2. Define qualification criteria for those positions; and

ATTACHMENTS:

1. Proposed Ordinance
2. Redline Code of Ordinance

ORDINANCE NO. 2025-82

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES, CHAPTER 1 (GENERAL PROVISIONS), ARTICLE 1.10 (BOARDS, COMMISSIONS, AND COMMITTEES), SECTION 1.10.001 (PARKS BOARD), TO ADD TWO EX OFFICIO POSITIONS INCLUDING QUALIFICATION CRITERIA; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop Parks Board advises the City Council on matters related to parks, recreation, open space, and community amenities; and

WHEREAS, the City Council desires to appoint a qualified member to Position No. 2 of the Parks Board; and

WHEREAS, the City Council further finds it beneficial to add two non-voting ex officio positions to provide technical expertise and intergovernmental coordination: one from the Texas Master Gardener community and one representing Bastrop County parks; and

WHEREAS, the City Council desires to establish minimum qualification criteria for those ex officio positions to ensure appropriate subject-matter expertise and representation;

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

Section 1. Amendment to Section 1.10.001 (Parks Board)

Section 1.10.001 of the Bastrop Code of Ordinances is hereby amended as follows. Additions are shown as underlined and deletions as strikethrough, with non-substantive formatting adjusted by the codifier as needed.

A. Establishment; Purpose. The Parks Board is established to advise the City Council and City staff on the planning, development, use, maintenance, and programming of City parks, open space, trails, and recreational facilities. The Board may make recommendations on policies, capital improvements, partnerships, and programming consistent with City Council direction.

B. Composition; Voting Members; Ex Officio Members.

1. Voting Member

The Parks Board shall consist of seven (7) voting members appointed by the City Council for staggered terms as provided in this section and the City's general board provisions.

2. Ex Officio Members (Non-Voting)

In addition to the voting members, there shall be two (2) ex officio, non-voting positions:

Master Gardener Representative (Ex Officio). One ex officio seat reserved for a Master Gardener representative meeting the criteria set forth in subsection D.

County Parks Representative (Ex Officio). One ex officio seat reserved for a Bastrop County parks representative meeting the criteria set forth in subsection D.

Ex officio members may participate in discussions, provide expertise, and serve on subcommittees as assigned, but shall not count toward quorum and shall not vote.

C. Appointments; Terms; Vacancies.

1. Appointments. Voting members are appointed by the City Council in accordance with City procedures. Ex officio members are designated as provided in subsection D.
2. Terms. Voting members' terms shall be three (3) year terms, staggered as currently codified. Ex officio members shall three (3) year terms and at the pleasure of the City Council. Ex officio members may be replaced at any time by the designating entity or by City Council action if the eligibility criteria are no longer met.
3. Vacancies. Vacancies shall be filled in the same manner as the original appointment for the unexpired term.

D. Qualification Criteria for Ex Officio Positions.

1. **Master Gardener Representative (Ex Officio)**

- a. Must be an active member in good standing of a Texas A&M AgriLife Extension Master Gardener Association chapter serving Bastrop County at the time of designation and throughout service.
- b. Should have demonstrated experience in native plants, sustainable landscaping, horticulture education, or public garden stewardship.
- c. The representative shall be nominated by the local Master Gardener chapter leadership and confirmed by the City Secretary as to documentation of eligibility; designation is acknowledged by the City Council.

2. County Parks Representative (Ex Officio)

- a. Must be an employee, officer, or appointed representative designated by Bastrop County with responsibilities that include planning, development, maintenance, or programming of county parks, open space, or recreational facilities within or adjacent to the City of Bastrop.
- b. Should have knowledge of county park assets, planned improvements, and interlocal coordination.
- c. The representative shall be designated by Bastrop County and acknowledged by the City Council; the City Secretary shall verify documentation of eligibility.

Section 1. Repealer

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

Section 2. Severability

If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance and the application of the provision to other persons or circumstances are not affected.

Section 3. Codification

The City Council intends that this ordinance be codified in the Bastrop Code of Ordinances, Chapter 1, Article 1.10, Section 1.10.001, and authorizes the City's codifier to make non-substantive formatting and numbering changes to implement this ordinance.

Section 4. Effective Date

This ordinance shall take effect immediately upon its passage and adoption in accordance with the City Charter and applicable law.

DULY ORDAINED AND ADOPTED by the Bastrop City Council on the first reading on this the 18th day of November, 2025.

DULY ORDAINED AND ADOPTED by the Bastrop City Council on the first reading on this the 9th day of December, 2025.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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



Sec. 1.10.001 Parks board.

(a) *Created; composition; compensation; appointment.*

- (1) There is hereby created a parks board of the city, which shall be referred to as the Parks and Recreation Board. Any references in the City Code to the Parks Board shall mean the Parks and Recreation Board. The rules for appointment of members, the number of members comprising the Board, the length of member terms, board residency requirements, and the rules for filling board vacancies are set forth in this chapter of the City Code, section 1.04.002. ~~In their discretion, the Parks Board may also identify and name one minor, who resides within the BISD jurisdiction, to serve on the Board as an ex officio, nonvoting youth member of the Board. The youth member shall be enrolled in grades 9-12 and serve a term in length identified by the Parks Board at the time of the youth member's selection.~~ The members shall be known to be interested in public parks and public recreation and the proper use of the leisure time of the people of the city.
- (2) ~~The Parks Board shall consist of seven (7) voting members and three (3) ex officio, non-voting members appointed by the City Council for staggered terms as provided in this section and in the City's general board provisions. One voting member position shall be held by the superintendent of the city's state park, or his/her designee, who may reside either within the city limits or in any other area within the BISD's jurisdiction. One ex officio position shall be designated for a Master Gardener representative, and one ex officio position shall be designated for a Bastrop County Parks representative. The Parks Board may also identify and name one minor, who resides within the BISD jurisdiction, to serve on the Board as an ex officio, nonvoting youth member of the Board. The youth member shall be enrolled in grades 9-12 and serve a term in length identified by the Parks Board at the time of the youth member's selection.~~

(b) *Attendance.* Attendance requirements for the board members are set forth in this code, section 1.02.002(b), et seq.

(Ord. No. 2012-13, pt. 4(L), 6-26-12; Ord. No. 2014-3, 4-8-14; Ord. No. 2016-06, pt. 1, 3-22-16; Ord. No. 2019-44, § 2(Exh. A), 11-26-19; Ord. No. 2024-07, § 2(Att. A), 3-12-24)



STAFF REPORT

MEETING DATE: December 9, 2025

TITLE:

Consider and act on the first reading of Ordinance 2025-87, amending the contract with Kraftsman Play systems in the amount of \$153,201.05 for changes to the Fisherman's Park splashpad, and move to include on the January 13, 2026 agenda

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

As part of the Bond 2025 park improvements, the Fisherman's Park splashpad will undergo a major renovation to not only improve the amenity, but to also add a recirculation pump to the water system, to save over 1M gallons a month during the summer months.

The Parks Board met and had some amendments to the design for improved safety and visual aesthetics.

FISCAL IMPACT:

\$153,201.05 in additional funds. This is below the 25% amount of the original project cost, but staff felt it important to identify for full transparency.

RECOMMENDATION:

Approve the change order as submitted.

ATTACHMENTS:

1. Ordinance
2. Itemized Cost

ORDINANCE NO. 2025-87

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH KRAFTSMAN PLAY SYSTEMS IN THE AMOUNT OF ONE HUNDRED FIFTY-THREE THOUSAND TWO HUNDRED ONE DOLLARS AND FIVE CENTS (\$153,201.05) FOR DESIGN AND SAFETY ENHANCEMENTS TO THE FISHERMAN'S PARK SPLASHPAD AS PART OF THE BOND 2025 PARK IMPROVEMENTS; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as part of the City of Bastrop's voter-approved Bond 2025 park improvements, the Fisherman's Park splashpad is scheduled for a major renovation intended to improve user experience, enhance safety, and modernize equipment; and

WHEREAS, the project includes the installation of a recirculation pump system designed to reduce water usage by more than one million gallons per month during peak summer operations, supporting the City's long-term conservation and sustainability goals; and

WHEREAS, the Parks Board met and recommended specific amendments to the previously approved design to improve overall safety, accessibility, and visual aesthetics for park users; and

WHEREAS, the City's contract with Kraftsman Play Systems requires a change order in the amount of \$153,201.05 to incorporate these design modifications and additional features; and

WHEREAS, although the change order amount represents an increase to the project, it remains below the 25% threshold permitted under applicable procurement regulations; and

WHEREAS, staff recommends approval of the change order for full transparency and timely completion of the Bond 2025 improvements; and

WHEREAS, the City Council finds that approving this ordinance is in the best interest of the citizens of Bastrop and aligns with the City's commitment to quality parks, amenities, and responsible stewardship of public resources.

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

Section 1. Findings of Fact.

The foregoing recitals are hereby found to be true and correct and are adopted as findings of fact for all purposes.

Section 2. Authorization of Change Order.

The City Council hereby authorizes and approves **Change Order No. 1** to the contract with **Kraftsman Play Systems** in the amount of **\$153,201.05** for amendments related to the Fisherman’s Park splashpad renovation project, as described in the staff report and itemized cost summary attached hereto and incorporated herein.

Section 3. Funding.

Funding for the change order shall be provided through proceeds from **Bond 2025 Parks Improvements**, as previously allocated for Fisherman’s Park enhancements.

Section 4. Repealer.

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

Section 5. Severability.

If any provision of this Ordinance is determined to be invalid or unconstitutional, such invalidity shall not affect the validity of the remaining provisions.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon passage and approval by the City Council of the City of Bastrop, Texas.

DULY ORDAINED AND ADOPTED by the Bastrop City Council on the first reading on this the 9th day of December, 2025.

DULY ORDAINED AND ADOPTED by the Bastrop City Council on the first reading on this the 13th day of January, 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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





Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599
codyh@kraftsmanplay.com

QUOTE # Item 8B.

Date: 11/11/2019

Project: 33596

Created By: Cody Hutcherson

Quote Name: Additional Shades and Feature Switch

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BILL TO

Bastrop, City of ☎ 512-332-8800
Sylvia Carrillo
Fisherman's Park Splashpad Renovation
1311 Chestnut Street
Bastrop, TX 78602

SHIP TO

Fisherman's Park Splashpad Renovation
400 Farm Street
Bastrop, TX 78602

Terms:

Net 10 days

QTY	Code	Description	Size	Color
	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #781-25		
<u>Change Order Quote from 10/24 Discussion</u>				
<u>Spray Features</u>				
1	FF3025	Fun Forms Delilah Dragonfly Aqua Spout by Water Odyssey	8 GPM @ 4 PSI	
1	FF1004	Fun Forms Carl Clown Fish Slide by Water Odyssey	8	
1	SLIDE MAT 3X4	Slide landing mat, 2" thickness	3' x 4' x choice 2"	
1	VOR-0331	Geyser N2 ground spray	5-15 gpm	
<u>Shade</u>				
1	KSHADEUMBRE LLA	Custom Square Cantilever Umbrella Shade Canopy, 12' x 12' x 10' eave height with glide elbows and SS cables/hardware, one 10.5' column mounted on base plates 6" below surface, by Superior Shade		
1	PIERS36X60	Concrete piers pavilion & canopy columns, with anchor bolts set, and with steel rebar reinforcement, By: Kraftsman	36"x60"	
<u>Splashpad Shade</u>				
2	KSHADEUMBRE LLA	Custom Hypar Umbrella Shade Canopy, 14' x 14' x 10' eave height, one 10.5' stainless steel column mounted on base plates 6" below surface, with SS cable and clamps, by Superior Shade		
2	PIERS36X72	Concrete piers pavilion & canopy columns, with anchor bolts set, and with steel rebar reinforcement, By: Kraftsman	36"x72"	
<u>Tables</u>				
1	T6PERF	Perforated 6 ft Table, Portable	6'	
1	T6PERFHDCP	Perforated 6 ft ADA Table, Portable		
<u>Deducted From Quote Q85461</u>				
-3	BOULDERS	Rock and Sandstone Boulders existing on site, to be core drilled. By: Kraftsman	Per Ton	
-2	FMN-100-CJ	Flush Mount Jet with Crown Jet nozzle by Water Odyssey	6	brass
-1	FMN-100-SJ	Flush Mount Jet with Shower Jet nozzle by Water Odyssey	11	brass
-2	T8PERF	Perforated 8 ft Table, Portable	8'	

Total: \$153,201.05

Initials _____



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Special Terms and Conditions

Sales Tax Exempt:

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

Buy Board:

Proposal is submitted with applicable discounts per Buy Board program to reflect established discounts.

Insurance Terms:

Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

Credit Card Terms:

If paying by American Express, there is a 6% processing fee charge. If paying by Visa or Master Card, there is a 4% processing fee charge.

Monthly Progress Billings:

All work completed and materials stored as of the last day of the month shall be billed on or before the 25th of said month. Payments to be received by the 15th of the following month.

Shipping Charges:

Unless noted otherwise on quote, all shipping and handling charges on quote are firm for duration of 90 days.

Bonding Included:

Performance and Payment bonds are included in this quote and will be provided after a signed quote or contract is returned to Kraftsman. Maintenance Bonds are not included.

Force Majeure:

Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement (other than failure to make payment when due) by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, pandemic flu, or other natural forces, governmental orders or directives, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. Notice of a Party's failure or delay in performance due to force majeure must be given to the other Party within (20) days after its occurrence has become identified by the Party. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute, or to act outside of compliance with governmental orders or directives. □

Sub Surface Conditions:

The owner shall absorb all costs incurred from unknown conditions such as rock removal, poor digging conditions or poor soil bearing capacity, less than 3000 PSF or a water table higher than 10 ft below finished grade. If material is so large or so large or cumbersome that it cannot be removed with a mini excavator, then that part of excavation that requires other methods of removal or remediation such as, but not limited to, shoring, pneumatic jack hammer, backhoe, hydraulic rock breaker, or dynamite, will be billed on a time and material basis.

Storage Fees:

Please review lead times for production and shipping, If for whatever reason customer or customer's site is not ready for installation of product within 4 weeks of arrival from manufacturer at Kraftsman warehouse, a storage fee equal to 2% of the product will be incurred monthly to be paid at time of installation.

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Concealed Conditions:

If Contractor should encounter concealed conditions that were not reasonably anticipated by Contractor at the time of execution of this Construction Agreement, Contractor shall bring the existence and nature of such concealed conditions to the attention of Owner. If such concealed conditions prevent, preclude, or obstruct performance by Contractor of the work herein prescribed, or burden the scope of work as herein defined by requiring additional work by Contractor to address, correct, and/or rectify such concealed defects, then the scope of work and contract price as herein above defined shall be adjusted in accordance with account for all courses of action necessary to address, correct, and/or rectify such concealed conditions.

Extra Work & Deviations from Original Contract Work:

Should Owner, construction lender if any, or any public or governmental agency or inspector direct any deletion from, modification of, or addition to the work as herein above specified, the costs of such deletion(s), modification(s), or addition (s) shall be added to or deducted from the contract price, as herein above defined, as the circumstances dictate. Any and all deletions from, modifications of, or additions to the scope of work prescribed by this Construction Agreement together with the adjustment to contract price shall be made or otherwise memorialized in a writing signed by Owner and Contractor prior to any obligation in kind or character on the part of the Contractor to recognize, honor, or adhere to such changes.

Items not included:

These items are not included (unless separately listed in line-items of proposal):

- Utility Connections - See Utilities Note below for specifics
- Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
- Site usage signage for use instructions, rules, safety, or emergency notifications as needed or required.
- Temporary security fence during construction.
- Storm Water Pollution Controls for project site.
- Safety wash station for chemical use area in filtration equipment enclosure if required.
- Anything not specifically listed in line items of proposal.

Building Permits:

- Building permits are included. Permit fee to be paid by customer or change order to Kraftsman.
- Engineer stamped plans are not included, unless specifically quoted as so.
- Submittals and reviews for State of Texas ADA compliance and inspections are not included.

Delivery and Unloading:

If Installation is purchased: Kraftsman is responsible for ensuring that adequate staff and equipment resources are available for timely off-loading, safe handling, and secure storage of equipment upon receipt from motor freight carrier of installed product shipments. Unloading of materials from the truck will potentially require material handling equipment, i.e. forklift, pallet jack(s), to properly remove equipment from the delivery truck. In Most Cases when Kraftsman is installing a project the product will be received at Kraftsman's Warehouse and stored until needed on the project. Then transported to the site at the time of installation.

Site Work:

- Site preparation, grading, and fill materials are not included. Site is to be within 1" of Sub-grade (approximately 8" below finish grade) by others.
- SplashPark systems are designed based on a PVR of 1" or less.
- Proper/Positive drainage of the area is to be included prior to start of construction by Kraftsman.
- Preparation and submittal of SWPPP (Storm Water Pollution Prevention Plan) is not included.

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Locating for Underground Utilities:

- Kraftsman will call and arrange for utility locating with the public utilities stake out providers. All Public Utilities, including Phone, Electrical, Gas, Cable, and Fiber Optics are to be staked by 811 prior to work done by Kraftsman. Kraftsman will arrange with Public Utility Stake Out providers for a date that this is to be completed prior to Kraftsman arriving on site.
- Customer is to locate, mark, and provide information for all privately owned utilities that are not marked by the Public Utility providers, for all utility service lines below grade that are privately owned. These will include any and all of the following: electrical, water lines, gas lines, irrigation lines, sewer and storm lines, cable service lines, fiber optic or other IT lines, which are privately owned by the property owner.
- Kraftsman is not responsible for any underground utilities which are not marked or located by the owner or public utilities stake out providers. Damages to underground utilities for electrical, water, irrigation, and other listed above will not be repaired by Kraftsman and will be the owner's expense and responsibility.

Installation of Filtered SP:

A. Installation for splashpark equipment quoted includes:

1. Installation of SplashPark feature foundations.
2. Setting/erection/installation of features, enclosures, drains, manifolds, controllers, filtration, and tanks as listed on this proposal
3. Schedule 80 PVC water supply piping to features from manifold (manifold is to be located within 50' of SplashDeck)
4. Low voltage connections between activators and controller.
5. Drain lines from drain boxes to edge of pad (drain lines/piping supplied by others within 5' of splash pad unless separately listed in line-items of proposal)
6. All above per standard Kraftsman construction techniques.

B. Installation price does not include SplashDeck (concrete pad) or KraftKoat or other surfacing/coatings (unless separately listed in line-items of proposal)

Start Up & System Training:

Service includes two days of technical support personnel on site to assist with balancing of features, system start up, and 4 hours of staff operations training.

Project Completion Filtration:

Allow 4 to 8 weeks for preparation of plans, drawings, and submittals after acceptance of proposal. Shipping date of equipment from factory will be approximately 10 to 14 weeks after approval of submittal documentation, provided that the following has been completed and approved by the customer:

Project product submittals reviewed, approved and returned.

- Completed Color selection sheet (signed and dated)
- Physical project address
- All contact names and phone numbers
- Exemption certificate
- Deposit per contract

Allow adequate time for processing and procuring construction permits if required.

Allow approximately 10 to 16 weeks for project completion upon equipment delivery from manufacturer (see Lead Time Note for ship times from manufactures), issuance of building permits if required, weather permitting.

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Utilities Filtered up to 200 GPM:

For filtration systems with a flow rate up to 200 GPM

A. Customer is to plan, permit, and provide installation and connection of utilities as follows (Kraftsman has not included costs for required improvements to utilities to support the SplashPark unless separately listed in line items of quote or specifically called out below by Kraftsman):

1. Electrical
 - a. Service is to be 230V, 3 Phase, 80 amp, for pumps and control systems,
 - b. Service panel
 - c. Connection of electrical service to
 - Filtration pump motor starters
 - UV system
 - Splash Park Controller (SPK).
 - Chemical controller and pumps
 - d. Additional items if required or desired by customer
 - Utility plugs
 - Lighting
 - Ventilation fans
 - e. Electrical Bonding of all features, reinforcing steel, and filtration equipment per code requirements.
 - f. Kraftsman will complete all low voltage connections between splash park control systems and valve manifolds.
2. Water
 - a. City water meter
 - b. RPZ Backflow preventer
 - c. Water line connection to equipment area.
 - d. Minimum water line size to be provided is to be
 - 1.5" water line is to be provided
 - 75 GPM, with a minimum of 35 PSI
 - e. Kraftsman will supply automated water fill control system.
3. Drain
 - a. Proper drain line to within 5' of edge of filtration equipment area
 - b. For backwash discharge from filters and overflow from holding tank.
 - c. Minimum flow capacity of 275 GPM.

B. Utility leads and required facility improvements are to be completed and ready for connection of new improvements prior to Kraftsman coming on site for construction of the SplashPark improvements.

Filtration Spec: High Rate Sand Filtration

Pumping, Filtration, and Water Treatment System:

- A. Self-priming pump with integral large capacity clear top strainer
- B. High rate sand filters with manual backwash valve
- C. Connected to distribution manifolds
- D. Pressure relief "dump" valve connected to holding tank
- E. Prominent DCM3-CLORP True PPM Controller package
 1. Liquid Muriatic Acid pH treatment system
 2. Liquid chlorine treatment system.
- F. SPK connected to feature valves, motor starter, UV system, and chemical controller.
- G. UV water treatment (if listed separately in line items of proposal (required by Texas State Health Code))

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Lead Times Filtered SP:

Lead Times are after approval of all Initial submittals/colors (see Project Completion Note for additional information on submittal times), and begin once the order is placed with the manufacturer.

Water Odyssey - the lead time for the embed portion to ship is 3-4 weeks and 8-10 weeks for the rest of features. Custom features are 18-20 weeks

Vortex - the lead time for embed portion to ship is 3-4 weeks and 5-8 weeks for the rest of the features. Playable fountains are 10 weeks. Elevations are 16-29 weeks depending on the size of the structure.

Filters - the lead time for filters to ship is 10 to 14 weeks.

UVs - the lead time for UVs to ship is 10 to 14 weeks.

Holding Tank - the lead time for holding tanks to ship is 4 to 6 weeks.

Code Compliance

Kraftsman Builds SplashParks according to the following codes, while adhering to the more stringent of either in the case of a conflict:

2021 International Swimming Pool and Spa Code, Chapter 6 Aquatic Recreation Facilities, Section 612 Interactive Water Play Features -- https://codes.iccsafe.org/content/ISPSC2021P3/chapter-6-aquatic-recreation-facilities#ISPSC2021P3_Ch06_Sec612

Texas Pool & Spa Coalition -- <https://www.txpsc.org/ispsc/>

Texas Administrative Code, Title 25 Health Services, Part 1 Health Code, General Sanitation Chapter 265, Interactive Water Features and Fountains Subchapter M -- https://www.dshs.texas.gov/sites/default/files/poolspa/pdf/Rules5_2010.pdf

Installation of Canopies:

Installation of canopies if quoted includes:

- A. Receiving and unloading of equipment
- B. If piers are listed separately in line items of proposal
 1. Haul off of soil and concrete spoils from project site
 2. Or distribution and leveling of any excess soils from excavation, if there is an area approved by customer for filling low areas on the facility.
 3. Rebar reinforcement for piers
 4. Concrete for piers
 5. Anchor bolts for connection of frame to piers if required
- C. Assembly of all frame work
- D. Installation of fabric and cable system
- E. All labor, tools, man lifts, ladders, cranes, and other equipment as necessary for installation.

Pier Sizes Quoted:

Pier sizes and prices quoted are subject to final engineering review and may change upon soils reports and engineering being completed. Any additional charges will be presented for approval prior to starting construction.

Initials _____



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QUOTE # Item 8B.

Date: 11/11/16
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Care, Maintenance, and Warranties of Canopies:

Fabric Shade Canopies are designed to withstand normal wind loads and weather conditions, and will provide years of sun, heat, hail & UV protection with minimal maintenance. Warranties shall be void if damage to or failure to the shade structure is caused by contact with chemical, misuse, vandalism, fireworks or acts of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters. All fabric tops are warranted for sustained winds up to 76 mph and for gusts of up to 3 seconds duration up to 90 mph with no snow or ice accumulation. Damage caused by flying debris is not covered. Fabric is not warranted where it is installed on a structure that is not engineered or built by the manufacturer.

Acts of Nature:

Fabric Shade Canopy warranties do not cover natural disasters, such as earthquakes, shifts in terrain or tornados. If the structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued. Structures are warranted for winds up to 145 mph, only if the shade canopy fabric has been removed as per requirements by the manufacturer. Care must be taken during removal of canopies so as not to damage the fabric or connection points and hardware. Contact Kraftsman or the manufacturer of the canopy if there are questions in regards to proper removal and reinstallation processes and procedures.

Lead Times Playgrounds:

Lead Times are after approval of all Initial submittals/colors (see Project Completion Note for additional information on submittal times), and begin once the order is placed with the manufacturer.

Superior Site Amenities - lead time for items to ship is 4-6 weeks for standard items.

Shade Canopies - lead time to ship is 9-10 weeks for custom shade canopies.

Initials _____



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General Terms and Conditions

Bill To:
 Bastrop, City of

Ship To:

Terms:
 Net 10 days

CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
5. Kraftsman warrants the merchandise and workmanship on this proposal to be up to the manufacturers' published standards upon receiving full payment. See catalogs or attached drawings for specific layouts, warranties, and specifications.
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Payments to Kraftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
9. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of \$2 million in General Liability & Completed operations, \$1 million in Automobile Liability, \$1 million in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance and/or payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
10. Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to unmarked underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
11. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If Kraftsman is to handle required permitting, Kraftsman will provide a quote if not included as a line item within this proposal.
12. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted

November 7, 2025

 Cody Hutcherson

 Date

Acceptance of Proposal:

The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature _____

PO#: _____

Printed Name & Title _____

Date of Acceptance _____

Authorized Signature _____

Printed Name & Title _____

WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!



STAFF REPORT

MEETING DATE: December 09, 2025

TITLE:

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

AGENDA ITEM SUBMITTED BY:

Laura Allen, Assistant Finance Director

BACKGROUND/HISTORY:

The FY2025 budget was adopted by City Council on September 17, 2024.

Exhibit A to Ordinance No. 2025-84 explains in detail the nature of each budget amendment being requested for FY2025.

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

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

FISCAL IMPACT:

Various – See Ordinance Exhibit A

RECOMMENDATION:

Laura Allen, Assistant Finance Director recommends approval of the second reading of Ordinance No. 2025-84 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2025 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

ATTACHMENTS:

1. Ordinance No. 2025-84
2. Exhibit A – Fiscal Year 2025 Budget Amendments

ORDINANCE NO. 2025-84

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

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

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

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

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

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

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

READ and APPROVED on First Reading on the 18th day of November 2025.

READ and ADOPTED on Second Reading on the 09th day of December 2025.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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





**City of Bastrop
FY2025 Budget Amendments
Ordinance No. 2025-84**

Description/ General Ledger Account	Original Budget	Increase (Decrease)	Amended Budget
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Amendments #1 and #2 are requesting use of the General Fund’s available Fund Balance to offset the expenditure. The unaudited Fund Balance as of September 30, 2025, is \$5,148,597.

Amendment #1 - Due to unfortunate timing issue the payment for FY2024 annual transportation agreement with CARTS was processed in FY2025. The unspent funds from the prior year were rolled in Fund Balance at FY2024 year end.

Contract Services (101-02-00-5561)	\$49,000	\$40,000	\$89,000
Unassigned Fund Balance (101-3000)	\$5,148,597	\$(40,000)	\$5,108,597

Amendment #2 - This is a cleanup item to reconcile interfund transfers. The original FY2025 budget included a Transfer In for the Fairview Cemetery Fund for the columbarium project. However, the corresponding Transfer Out of the General Fund was not included in the budget. This amendment will also serve to true up the Cemetery Funds revenue and expenses to match with actuals.

Transfer Out – Cemetery Operation Fund (101-02-00-8118)	\$0	\$658,288	\$658,288
Unassigned Fund Balance (101-3000)	\$5,108,597	\$(658,288)	\$4,450,309
Transfer In – General Fund (525-00-00-4701)	\$650,000	\$58,288	\$658,288
Capital Outlay Expense (525-00-00-6000)	\$650,000	\$58,288	\$658,288

Amendment #3 – The Finance Department saw an increase in credit card related expenses due to the implementation of the new customer portal, an increase in professional services due to audit related expenditures, as well as increase in contractual services for sanitation. This amendment would utilize salary savings from various other departments within the General Fund. Therefore, having a net zero impact on the overall budget.

Professional Services (101-05-00-5505)	\$40,022	\$18,478	\$58,500
Credit Card Processing Fees (101-05-05-5507)	\$5,000	\$82,119	\$87,119
Contractual Services (101-05-05-5561)	\$822,780	\$104,000	\$926,780
Operational Salaries (101-09-22-5101)	\$1,707,800	\$(156,430)	\$1,551,370
Operational Salaries (101-16-00-5101)	\$318,075	\$(48,167)	\$269,908

Amendment #4 – On July 22, 2025, Council passed Resolution No. 2025-123 authorizing the reimbursement of the General Fund for Capital related expenditures not to exceed \$100,000.

Transfer In – Bond Fund (101-00-00-4737)	\$0	\$100,000	\$100,000
Transfer Out – General Fund (726-00-00-8001)	\$0	\$100,000	\$100,000

Description/ General Ledger Account	Original Budget	Increase (Decrease)	Amend Budget
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Amendment #5 – The HOT Fund had an increase in capital expenditures which include acquisition of 1311 Walnut Street as well as repairs to 1408 Chestnut Street, and the Convention Center. This amendment would increase various revenues to offset the increase in capital expenses.

Revenues

Motel/Hotel Tax Receipts (501-00-00-4026)	\$3,500,000	\$144,000	\$3,644,000
Interest Income (501-00-00-4400)	\$115,000	\$47,900	\$162,900
Grant Proceeds (501-00-00-4506)	\$0	\$23,000	\$23,000
General Donations (501-00-00-4509)	\$0	\$57,725	\$57,725

Expenditures

Maintenance of Building (501-80-00-5345)	\$0	\$84,500	\$84,500
Capital Outlay (501-80-00-6000)	\$0	\$188,125	\$188,125



STAFF REPORT

MEETING DATE: December 9, 2025

TITLE:

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

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

Senate Bill 304, enacted by the 89th Texas Legislature and effective September 1, 2025, amends Section 29.003 of the Texas Government Code to authorize municipalities—by ordinance—to grant their municipal courts **civil jurisdiction for the enforcement of health, safety, and nuisance abatement ordinances**. This new authority enables cities to streamline enforcement actions related to **dangerous or substandard structures, junked vehicles, high weeds, accumulated refuse, unsanitary premises, and other nuisances** that pose a threat to public health or safety.

Under this legislation, the municipal court may issue **civil penalties, abatement orders, and search or seizure warrants** necessary to investigate and remedy such violations. Currently, these types of enforcement actions are handled through county or district courts, which can delay remediation and increase administrative costs. Adoption of Ordinance No. 2025-83 will allow the City of Bastrop's Municipal Court to handle these matters directly—improving efficiency, ensuring due process, and providing equitable resolution of nuisance cases within city limits and the City's extraterritorial jurisdiction (ETJ).

The ordinance is adopted pursuant to **Texas Government Code § 29.003(a-1), as added by Senate Bill 304 (89th Legislature)**, and establishes concurrent jurisdiction with county and district courts for matters arising within the City and for City-owned property within the ETJ. All proceedings will comply with due process requirements, including proper notice, hearing, and appeal procedures, as well as rules adopted by the municipal court.

Finally, the ordinance directs the **City Manager, City Attorney, and Municipal Court Judge** to develop the necessary administrative policies, procedures, and forms to implement this new authority and coordinate enforcement activities with Code Enforcement and Building Standards staff.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of Ordinance No. 2025-83 as presented, adopting municipal court civil jurisdiction for enforcement of health and safety and nuisance abatement ordinances in accordance with Senate Bill 304.

ATTACHMENTS:

- Proposed Ordinance
- SB 304 Text

ORDINANCE NO. 2025-83

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, PROVIDING FOR MUNICIPAL COURT CIVIL JURISDICTION TO ENFORCE HEALTH AND SAFETY AND NUISANCE ABATEMENT ORDINANCES; AUTHORIZING THE ISSUANCE OF SEARCH AND SEIZURE WARRANTS; PROVIDING FOR CONCURRENT JURISDICTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND PROVIDING AN EFFECTIVE DATE.

Senate Bill 304, enacted by the 89th Texas Legislature and effective September 1, 2025, amended Section 29.003, Government Code, to authorize municipalities by ordinance to grant their municipal courts civil jurisdiction for the enforcement of health and safety and nuisance abatement ordinances, and to authorize those courts to issue search and seizure warrants related to such enforcement.

The City Council finds it necessary to utilize these authorities to promote public health, safety, and welfare, and to streamline the enforcement of city codes relating to dangerous structures, junked vehicles, accumulated refuse, unsafe premises, and other nuisances.

The City Council further finds that providing such jurisdiction will enable efficient, consistent, and equitable resolution of nuisance abatement and related enforcement proceedings within the municipal court.

SECTION 1. Authority

This ordinance is adopted pursuant to the authority granted by **Texas Government Code § 29.003(a-1)** as added by **S.B. 304 (89th Leg.)**, and all other applicable law.

SECTION 2. Grant of Civil Jurisdiction

(a) The **Municipal Court of the City of ____** is hereby granted **civil jurisdiction** for the purpose of enforcing the City's **health and safety** and **nuisance abatement** ordinances, including but not limited to ordinances relating to:

- Dangerous or substandard buildings and structures;
- Accumulation of refuse, debris, or stagnant water;
- High weeds and grass;
- Junked vehicles;
- Unsanitary or unsafe premises; and
- Any similar condition declared by ordinance to constitute a nuisance or to threaten public health or safety.

(b) The municipal court shall have the power to hear and determine such civil matters, issue civil penalties, and enter orders necessary to abate, enjoin, or remedy the violation as authorized by state law or city ordinance.

SECTION 3. Search and Seizure Warrants

(a) Pursuant to Section 29.003(a-1)(2) and (3), Government Code, the Municipal Court is authorized to issue:

1. **Search warrants** for the purpose of investigating violations of the City's health, safety, or nuisance abatement ordinances; and
2. **Seizure warrants** for the purpose of securing, removing, or demolishing offending property and removing debris from premises as part of an abatement action.

(b) All warrants issued under this section shall comply with the requirements of the Texas Code of Criminal Procedure, this ordinance, and applicable constitutional standards of due process.

SECTION 4. Concurrent Jurisdiction

The Municipal Court shall have **concurrent jurisdiction** with the district court or county court at law, as provided in Section 29.003(a-1), Government Code, for:

- Matters arising within the corporate limits of the City; and
- Matters involving property owned by the City that is located within the City's **extraterritorial jurisdiction (ETJ)**.

SECTION 5. Procedures and Rules

(a) Proceedings under this ordinance shall be conducted in accordance with rules adopted by the municipal court consistent with due process of law, and may include:

- Notice to the property owner, lienholder, or occupant by certified mail or personal service;
- Opportunity for hearing;
- Entry of findings and civil judgments; and
- Assessment of costs and administrative penalties as provided by ordinance or law.

(b) The City Attorney or designee is authorized to appear and prosecute or defend actions under this ordinance on behalf of the City.

SECTION 6. Implementation

The City Manager, City Attorney, and Municipal Court Judge are hereby directed to develop appropriate administrative policies, forms, and procedures to implement this ordinance and to coordinate enforcement with Code Enforcement and Building Standards staff.

SECTION 7. Severability

If any section, subsection, sentence, clause, or phrase of this ordinance is held invalid, such holding shall not affect the validity of the remaining portions.

SECTION 8. Repealer

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

SECTION 9. Effective Date

This ordinance shall take effect upon final passage and publication as required by law, whichever occurs later.

DULY ORDAINED AND ADOPTED by the Bastrop City Council on first reading on this the 9th day of December 2025.

DULY ORDAINED AND ADOPTED by the Bastrop City Council on second reading on this the 13th day of January 2026.

[Signature page to follow]

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: December 9, 2025

TITLE:

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

AGENDA ITEM SUBMITTED BY:

Submitted by: Bonnie Pierson, Library Director

BACKGROUND/HISTORY:

The City of Bastrop is requesting to approve a contract to Ingram Library Services. Ingram has been awarded a state contract as part of the Texas Smart Buy cooperative purchasing agreement which allows public libraries in Texas to purchase titles at a discounted rate unrivaled by other vendors. Purchases will be made under this contract throughout the fiscal year for materials to be added to the library collection, as well as reward incentives for various programs.

FISCAL IMPACT:

In fiscal year 2026, \$45,000 has been approved for physical collection materials in the general fund, while \$1,000 has been approved for these purposes in the library designated fund. Additionally, \$7,350 has been approved in the library designated fund for program reward incentive materials.

RECOMMENDATION:

Library Director Bonnie Pierson recommends the approval of purchasing library materials with reward incentives through September 30, 2026 from Ingram Library Services, LLC, under Texas Smart Buy contract No. 715-M2, in an amount not to exceed Fifty-Three Thousand and Three Hundred Fifty Dollars (\$53,350.00)

ATTACHMENTS:

1. Resolution No. R-2025-140
2. Fiscal Year 2026 Ingram Purchasing Summary
3. Ingram State Contract Cooperative Purchasing Agreement Materials

CITY OF BASTROP

RESOLUTION NO. R-2025-140

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING PURCHASING LIBRARY MATERIALS WITH REWARD INCENTIVES THROUGH SEPTEMBER 30, 2026 FROM INGRAM LIBRARY SERVICES, LLC, UNDER TEXAS SMART BUY CONTRACT NO. 715-M2, IN AN AMOUNT NOT TO EXCEED FIFTY-THREE THOUSAND AND THREE HUNDRED FIFTY DOLLARS (\$53,350.00)

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, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council of the City of Bastrop, Texas, has appointed the City Manager as the Chief Administrative Officer of the City; and

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

WHEREAS, the City Council understands the importance of purchasing publications, audiovisual materials, books, and ancillary services for the Bastrop Public Library (“Library”); and

WHEREAS, the City is a member of the Texas Smart Buy Cooperative Purchasing Agreement; and

WHEREAS, Ingram Library Services, LLC is an approved vendor of the Texas Smart Buy Cooperative Purchasing Agreement providing reward incentives and value-added services for libraries; and

WHEREAS, the City wishes to purchase goods from Ingram Library Services, LLC through Texas Smart Buy Cooperative Contract No. 715-M2; and

WHEREAS, the City of Bastrop chooses to approve the purchasing of Library materials with Ingram Library Services, LLC.

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

Section 1. That the City Manager is hereby authorized to execute a purchasing agreement through Texas Smart Buy Cooperative Contract No. 715-M2 not to exceed amount of Fifty-Three Thousand and Three Hundred Fifty Dollars (\$53,350.00).

Section 2. Conflicts with Prior Resolutions: Any prior resolutions or parts thereof in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

Section 3. 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 4. Effective Date: This Resolution shall take effect immediately from and after its passage.

Section 5. 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 9th day of December 2025.

APPROVED:

Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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

PURCHASING SUMMARY DOCUMENT

City of Bastrop
(Purchases over \$3,000 in total)

REASONS FOR PURCHASE/ADDITIONAL PURCHASE INFORMATION

VARIOUS BOOKS FOR COLLECTION DEVELOPMENT, PROGRAM REWARD INCENTIVES

Purchase Recommendation:

Recommended Vendor: INGRAM LIBRARY SERVICES			
Goods or Services to be Purchased: BOOKS FOR VARIOUS AGE GROUPS			
Description	QTY	Unit Cost	TOTAL COST
GENERAL FUND - COLLECTION	1.00	\$45,000.00	\$45,000.00
LIB. BOARD DESIGNATED FUND - REWARDS	1.00	\$7,350.00	\$7,350.00
LIB. BOARD DESIGNATED FUND - DONATIONS	1.00	\$1,000.00	\$1,000.00
			\$0.00
			\$0.00
TOTAL			\$53,350.00

If the lowest Bid was not selected please give explanation here: *(CM Approval Required)*

Is this purchase with:

- COOPERATIVE CONTRACT COOP NAME: TEXAS SMARTBUY
(if using Coop. contract you must attach proof from vendor that purchase was made through Coop)
- SOLE SOURCE – Attachments required (refer to Purchasing Policy for details)
(CM approval required)
- EMERGENCY PURCHASE – Attach memo stating why the purchase is an emergency
(CM approval required)
- CONTRACTED SERVICE *(Finance must have a copy of the contract on file)*
- PROFESSIONAL SERVICE (those allowable under Gov't Code CH 2254)
- QUOTES (required if none of the above apply)

	COMPANY NAME	HUB*	COST
1.			\$
2.			\$
3.			\$

*Historically underutilized Business (HUB)-Two quotes must be from HUB's if available and if over \$3,000

Budgeted in GL # 101 - 21 - 00 - 5231 &/or # 505 - 81 - 00 - 5201 /5231

Requested by: <u>V. NUNEZ</u>	Date: <u>11/03/2025</u>
Approved by: <i>(Dept. Director)</i>	Date: <u>11/3/2025</u>
Approved by: <i>(CFO)</i>	Date: <u>06/11/2025</u>
Approved by: <i>(City Manager)</i>	Date: <u>14/11/2025</u>


[Home](#) (1) > [Browse Contracts \(/browsecontracts\)](#) > 715-M2

Contract Details: # 715-M2

Number	715-M2
Description	Publications, Audiovisual Materials, Books, Textbooks and Ancillary Services
Category	Managed
Type	Term
Start Date	11/1/2025
End Date	10/31/2026
Purchase Category Code (Agencies Only)	PCC C
Optional Renewal Terms	<p>November 1, 2026, through October 31, 2027</p> <p>November 1, 2027, through October 31, 2028</p> <p>November 1, 2028, through October 31, 2029</p> <p>November 1, 2029, up to one (1) additional year</p>
Purchase Orders	<p>Customers will issue an internal purchase order that references this CPA Contract Number and current item description(s) and pricing as stated on this contract. The Contractor will not ship any products or provide related services until receipt of a Purchase Order generated by the State Agency, Higher Education or Cooperative member. Note: This contract contains line items that may be available through multiple contractors. Agencies should document its best value determination when selecting other than the lowest-priced contractor.</p>
NIGP Codes(s)	52520 ; 52540 ; 71504 ; 71505 ; 71546 ; 71555 ; 95610
CPA Contract Management	<p>Questions regarding contract management issues, price changes, amendments or other post-award concerns should be directed to:</p> <p>TPASS Contract Management Office (TCMO) Texas Comptroller of Public Accounts (CPA) Fax: (512) 936-0040 Email: tpass_cmo@cpa.state.tx.us (1)"</p>

Contract Items and Pricing	<p>Customers should contact the applicable company representative in order to set up an account.</p> <p>715-M2 Library Publications Lerner Publishing Group Price Sheet (https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2_Library Publications Lerner Publishing Group.pdf)</p> <p>715-M2 Library Publications The Penworthy Company Price Sheet (https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications The Penworthy Company.pdf)</p> <p>715-M2 Library Publications Midwest Tape LLC. (https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Midwest Tape LLC.pdf)</p> <p>715-M2 Library Publications Ingram Library Service Price Sheet (https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Ingram Library Service.pdf)</p> <p>715-M2 Library Publications H-NM dba Perma-Bound Books Price Sheet (https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications H-NM dba Perma-Bound Books.pdf)</p> <p>715-M2 Library Publications Brodart Co. Price Sheet (https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Brodart Co..pdf)</p> <p>715-M2 Library Publications Barnes&Nobl Price Sheet (https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Barnes&Noble.pdf)</p> <p>715-M2 Library Publications Children's Plus, Inc. DBA Libraria Price Sheet (https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Children's Plus, Inc. DBA Libraria.pdf)</p> <p>715-M2 Library Publications Midwest Library Service.pdf Price Sheet (https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Midwest Library Service.pdf)</p>
Adding New Products to the Contract	Additional products or services of the same general category that are not already on the contract may be added by submitting an Open Market Requisition (https://comptroller.texas.gov/purchasing/forms/) to the Statewide Contract Development section at open.market@cpa.texas.gov (mailto:open.market@cpa.texas.gov).
Delivery Delays by Contractor	If delay is foreseen, Contractor shall give written notice to the Customer and must keep Customer advised at all times of status of order. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Customer to purchase goods and services of this contract elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor. Failure to pay a damage assessment is cause for contract cancellation and/or debarment or removal of the contractor, as applicable, from the State's Centralized Master Bidders List (CMBL).
Compliant Products by Contractor	Delivery does not occur until the Contractor delivers products, materials or services in full compliance with the specifications to Customer's F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by the Customer. Providing products, materials or services which do not meet all specification requirements does not constitute delivery. Customer reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.
Purchase Order Cancellations	Customers will issue an internal purchase order that references this CPA Contract Number and current item description(s) and pricing as stated on this contract. The Contractor will not ship any products or provide related services until receipt of a Purchase Order generated by the State Agency, Higher Education or Cooperative member.
Restocking Fee	The Customer may request that a Contractor accept return of products already delivered. If the return is required through no fault of the Contractor, the Contractor may request a reasonable restocking charge. The Customer may pay a restocking charge if the CPA or Customer determines that the charge is justifiable. As a guideline, such charges shall not exceed 10% for contractors.
Substitutions	During the Contract term, the Contractor shall not substitute a product or brand unless the Contractor has obtained prior written approval from the CPA Contract Manager in coordination with the Customer. The Contractor must have written confirmation from the CPA Contract Manager of the substitution before making delivery.

Contract Performance The Statewide Procurement Division Contract Management Office (SCMO), a division of the Comptroller of Public Accounts (CPA), administers a vendor performance program for use by all customers per Texas Government Code (TGC), §2262.055, and 34 Texas Administrative Code (TAC), §20.108. The Vendor Performance relies on the customer's participation in gathering information on vendor performance. State agency customers shall report vendor performance on purchases of \$25,000 or more from contracts administered by CPA, or any other purchase of \$25,000 or more made through delegated authority granted by CPA (TAC 20.108), or purchases exempt from CPA procurement rules and procedures. State agencies are additionally encouraged to report vendor performance on purchases under \$25,000.

Vendor Performance shall be reported through the CPA VENDOR PERFORMANCE TRACKING SYSTEM.
(<https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>)

The purpose of the Vendor Performance Tracking System is to:

- Identify vendors that have exceptional performance
- Aid purchasers in making a best value determination based on vendor past performance
- Protect the state from vendors with unethical business practices
- Track vendor performance for delegated and exempt purchases

Contractors

Contractor VID: 11340303897
Contractor: Barnes & Noble Booksellers, Inc.
Contact Name: Brian Shapuras
Email: businessdevelopmentbids@bn.com
Phone: (212) 414-6004
Alternate Contact Name: Mary Wilson
Alternate Email: mwilson1@bn.com
Alternate Phone: (212) 313-6300
Address: 33 E. 17th Street New York, NY 10003

Contractor VID: 12322487583
Contractor: Brodart Co.
Contact Name: Beth Blazina
Email: beth.blazina@brodart.com
Phone: (800) 233-8467
Alternate Contact Name: Brenda Keith
Alternate Email: brendae.keith@brodart.com
Alternate Phone: (800) 233-8467
Address: 500 Arch Street Williamsport PA 17701-7809

Contractor VID: 13640789668
Contractor: Children's Plus, Inc. dba Libraria
Contact Name: Ansley R Welsh
Email: Bid@libraria.com
Phone: (800) 230-1279
Alternate Contact Name: Mike Beechin
Alternate Email: mikeb@libraria.com
Alternate Phone: (800) 230-1279
Address: PO Box 847 Beecher, IL 60401

Contractor VID: 13710017263
Contractor: Hertzberg-New Method, Inc. dba Perma-Bound Books
Contact Name: Debra Nonhcutt
Email: debn@perma-bound.com
Phone: (800) 637-6581 x 187
Alternate Contact Name: Alan Johnston
Alternate Email: alanjohnston@perma-bound.com
Alternate Phone: (254) 366-2745
Address: 617 E. Vandalia Road Jacksonville, IL 62650

Contractor VID: 16217466966
Contractor: Ingram Library Services LLC
Contact Name: Karen Peck
Email: Karen.Peck@ingramcontent.com
Phone: (214) 952-6310
Alternate Contact Name: Kate Collingwood
Alternate Email: Kate.Collingwood@ingramcontent.com
Alternate Phone: (615) 213-5736
Address: One Ingram Blvd La Vergne TN 37086-1986

Contractor VID: 14108338998
Contractor: Lerner Publishing Group, Inc.

Contact Name: Brad D. Richason
Email: brichason@lernerbooks.com
Phone: (800) 328-4929
Alternate Contact Name: Mindy Ondich
Alternate Email: mondich@lernerbooks.com
Alternate Phone: (800) 328-4929
Address: 241 1st Ave North Minneapolis, MN 55401

Contractor VID: 14308345058
Contractor: Midwest Library Service, Inc.
Contact Name: Trish Banta
Email: banta@midwestls.com
Phone: (800) 325-8833
Address: 11443 Saint Charles Rock Rd Bridgeton MO 63044-2724

Contractor VID: 13714996868
Contractor: Midwest Tape, LLC
Contact Name: Nate Keeton
Email: nkeeton@midwesttape.com
Phone: (800) 875-2785
Alternate Contact Name: Janet Timm
Alternate Email: nkeetin@midwesttape.com
Alternate Phone: (800) 875-2785
Address: PO Box 820 Holland OH 43528

Contractor VID: 18120431426
Contractor: The Penworthy Company, LLC
Contact Name: Nicolette Finocchiaro
Email: nicolette.finocchiaro@penworthy.com
Phone: (414) 921-1506
Alternate Contact Name: Customer Service
Alternate Email: customerservice@penworthy.com
Alternate Phone: (800) 262-2665 x0
Address: 219 N. Milwaukee Street, Ste. #400 Milwaukee, WI 53202



Texas Comptroller of Public Accounts

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Link Policy
(<https://comptroller.texas.gov/about/policies/links.php>)
Search from the Texas State
Library
(<https://www.tsl.texas.gov/trail/index.html>)
Texas Homeland Security
(<https://www.dhs.gov/see-something-say-something/reporting/texas>)
Public Information Act
(<https://comptroller.texas.gov/about/policies/open-records/public-information-act.php>)
Texas Secretary of State
(<https://www.sos.state.tx.us/>)
HB 855

Other State Sites

Texas.gov (<https://texas.gov>)
Texas Records and Information
Locator (TRAIL)
(<https://www.tsl.state.tx.us/trail/>)
State Link Policy
(<https://dir.texas.gov/resource-library-item/state-website-linking-privacy-policy>)
Texas Veterans Portal
(<https://veterans.portal.texas.gov>)

Contract Item List
 Contract Category: 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services
 Contract ID No. 715M2-3352
 RFP No. 304T-26-715M2

Ingram Library Services LLC

Premium Processing - Shelf-Ready	Base Price	Description
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, and Standard MARC Record	\$ 2.34	iClassic A bundle (includes best available record). If a full MARC record is required, price per unit is \$3.09 (iXtend A).
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, RFID Tag (programmed and applied), and Standard MARC Record	\$ 4.11	iXtend C bundle (guarantees a full level record).
iClassic bundle package	\$ 1.63	This is the base price for this bundle tier.
iXtend bundle package	\$ 2.37	This is the base price for this bundle tier.
iComplete bundle package	\$ 2.78	This is the base price for this bundle tier.

Processing Services	Base Price	Description
Brief MARC Record	No Charge	<i>If Respondent offers MARC records, a brief MARC Record shall be free of charge, per the terms of this RFP.</i>
Standard MARC Record	\$ 0.75	MARC record only bundle
Mylar Jacket	\$ 1.25	Billed by component
Barcode Label	\$ -	Part of bundle package
Label (per application-Customer supplied)	\$ -	Part of bundle package
Label (per application-Vendor supplied)	\$ -	Part of bundle package
Genre Label	\$ -	Part of bundle package
Spine Label	\$ 1.63	Bundle billing iClassic
Label Protector	\$ -	Part of bundle package
Pocket (paper)	N/A	N/A
Pocket (vinyl)	N/A	N/A
Property Stamp (per impression)	\$ -	Part of bundle package, customer supplied, 12 stamps per distribution center
Spine Tape (inside)	N/A	N/A
Spine Tape (outside)	N/A	N/A

Additional Processing Components

Pre-Processing Only: This service includes the following options – mylar, mylar and laminate, spine label only, and MARC record only.
iClassic Bundle: This service provides the best available MARC record and same options available in Pre-Processing PLUS Ingram Supplied Barcode, Property Label, Label Protector and Reading Program Labels.
iXtend Bundle: This service provides the full MARC record and same options available in iClassic Bundle PLUS Bibliographic or Pocket Label, Date Label, Branch Label, Z39.50 and Enriched Ordering.
iComplete Bundle: This service provides the full MARC record and same options available in iXtend Bundle PLUS Custom Cataloging and Premium Processing.

Various additional services available for bundles:
RFID/Barcode 2-part set; RFID/Barcode 3-part set; Barcode (available for Mylar & Mylar/Laminate bundles only); Property Label (Not available for Spine Label only bundle); Label Protectors (available for spine label bundle only); Unprogrammed RFID tag;
3M theft; Checkpoint theft. Premium add-on services include: Genre Labels, Audience/Collection labels, and Colored Label Protectors. An iComplete annual cataloging fee may apply. Services may include: Cataloger Intervention; Create Call Number / Cutter Series; Remove/revise subject headings; OCLC Search/Download (with third party agreement); Genre Determination; BISAC validation/customization; Manual Intervention for Tags; Add LC Call Number.

Audio Visual Processing and Accessories	Base Price	Description
Digital Processing for Media	N/A	N/A
Format Conversion Service	N/A	N/A
Hub Label (per application)	N/A	N/A
Shrink Wrap Removal	N/A	N/A
DVD/CD Case, Holds Single Disc (paper)	N/A	N/A
DVD/CD Case, Holds Single Disc (plastic)	N/A	N/A
DVD/CD Case, Holds Multiple Discs	N/A	N/A
DVD/CD Case, Locking	N/A	N/A
Spoken Audio CD Case; Various Capacities	N/A	N/A

Laminated Paperback Covers	Base Price	Description
Polypropylene Laminate; Various Thicknesses	\$ 1.36	Mylar & laminate bundle. We offer 5 mil laminate only.
Vinyl Laminate; Various Thicknesses	\$ 1.36	Mylar & laminate bundle. We offer 5 mil laminate only.

RFID/Theft Deterrents	Base Price	Description
Pre-programmed RFID/Barcode Set (1 Barcode)	\$ -	<i>Part of bundle package; not offered as stand-alone service.</i>
RFID ("universal" tag programmed and applied)	N/A	N/A
CD/DVD Overlay RFID Tag	N/A	N/A
Theft Deterrent Tape	N/A	N/A



STAFF REPORT

MEETING DATE: December 9, 2025

TITLE:

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

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 the following appointment to the Parks and Recreation Board:

Jim Beggs to Position 2

ATTACHMENTS:

- Proposed Resolution

RESOLUTION NO. R-2025-206

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPOINTING MEMBERS TO THE CITY OF BASTROP PARKS BOARD; PROVIDING FOR A REPEALER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop Parks Board serves in an advisory capacity to the City Council on matters related to parks and recreation; and

WHEREAS, the City Council desires to make appointments to fill certain positions on the Parks Board.

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

1. The City Council hereby appoints the following individual to the City of Bastrop Parks Board:
 - Jim Beggs is appointed to Position 2.
2. All ordinances, resolutions, or parts thereof in conflict with this Resolution are hereby repealed to the extent of the conflict only.
3. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED on this 9th day of December, 2025.

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: December 9th, 2025

TITLE:

Consider action to approve Resolution No. R-2025-189 of the City Council of the City of Bastrop, Texas, that approves the City of Bastrop to apply for a grant from the Department of Justice (DOJ) Office of Justice Programs for a twelve thousand dollar and zero cents (\$12,000.00) for body armor vests, with 50 percent 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 Body Armor vest program supports equipping law enforcement officers at risk of being shot in the line of duty. Since 2015 body armor vests have been directly attributed to saving the lives of over 300 officers.

FISCAL IMPACT:

50% matching funds (included in currently approved budget) from the City of Bastrop

RECOMMENDATION:

Chief Vicky Steffanic recommends approval of Resolution No. R-2023-189 of the City Council of the City of Bastrop, Texas, approving the application of grant funds to the Department of Justice (DOJ) Office of Justice Programs in the amount of twelve thousand dollars and zero cents (\$12,000.00) for Body Armor Vests.

ATTACHMENTS:

- Resolution number 2025-189
- Example pictures of Body Armor
- Fact Sheet from the Bureau of Justice

RESOLUTION NO. R-2025-189

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE APPLICATION OF A GRANT FROM THE DEPARTMENT OF JUSTICE (DOJ) - OFFICE OF JUSTICE (OOJ) FOR BODY ARMOR VESTS AT A COST OF TWELVE THOUSAND DOLLARS AND ZERO CENTS (\$12,000.00); 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 Office of the Governor - Criminal Justice Division (OOG - DOJ) for Rifle Resistant body armor vests at a cost of twelve thousand dollars and zero cents (\$12,000) with fifty percent matching funds from the City of Bastrop; and

WHEREAS, the City of Bastrop agrees that in the event of loss or misuse of the Department of Justice reimbursement grant funds, the City of Bastrop City Council assures that the funds will be returned to the Department of Justice - Office of Justice (DOJ-OOJ) 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.

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

Section 1: The City Council of the City of Bastrop approves the City of Bastrop Police Department's application to the Department of Justice - Office of Justice (DOJ - OOJ) - Criminal Justice Division (OOG-DOJ) grant for Body Armor vests.

Section 2: Any prior resolution of the City Council in conflict with provisions contained in this resolution are hereby repealed and revoked.

Section 3: Should any part of this resolution be held to be

invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby severable.

Section 4: This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 9th day of December 2025.

APPROVED:

Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

City Attorney

BUREAU OF JUSTICE ASSISTANCE FACT SHEET

PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP PROGRAM

The [Patrick Leahy Bulletproof Vest Partnership \(BVP\) Program](#), administered by the [Department of Justice, Office of Justice Programs \(OJP\), Bureau of Justice Assistance \(BJA\)](#), reimburses states, units of local government, and federally recognized Indian tribes for up to 50 percent of the cost of body armor vests purchased for law enforcement officers. Since 1999, more than 13,000 jurisdictions have participated in the BVP Program, with a total of \$573 million in federal funds for the purchase of more than 1.5 million body armor vests. See the [BVP program resources](#) page for detailed award history.



Since FY 2015, body armor vests were directly attributable to saving the lives of at least 305 law enforcement and corrections officers (based on data collected by OJP). Forty-three of those body armor vests were purchased, in part, with BVP funds.

Program Requirements and Instructions

The following is an overview of the BVP requirements and instructions. Detailed information can be found in the [BVP Frequently Asked Questions \(FAQs\)](#).

Eligible Applicants: States, units of local government, and federally recognized Indian tribes—that is, jurisdictions—that employ eligible law enforcement officers are eligible to apply for BVP funds. For the purposes of the BVP Program, “state” means each of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, the

United States Virgin Islands, American Samoa, Guam, and the Northern Mariana Islands; “unit of local government” means a county, municipality, town, township, village, parish, borough, or other unit of general government below the state level.

Law Enforcement Officer Definition: “Law Enforcement Officer” is defined as any officer, agent, or employee of a state, unit of local government, or federally recognized Indian tribe authorized by law or by a government agency to engage in or supervise the prevention, detection, or investigation of any violation of criminal law, or authorized by law to supervise sentenced criminal offenders. This includes full-time, part-time, and auxiliary personnel, whether paid or volunteer.

Small Jurisdiction Priority Funding: By [statute](#), funds are first allocated to qualifying units of local government with fewer than 100,000 residents. Any remaining funds are then awarded to other qualifying applicants.



Match Requirement: The federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent.

Application Period: The annual BVP application period typically begins in April and closes six weeks from the opening date. The [BVP website](#) includes [user guides and checklists](#) for each step of the BVP application process.

How to Apply: Applications are accepted in OJP's BVP system, located at <https://vests.bja.ojp.gov/bvp/login/externalAccess.jsp>. An OJP [Digital Identity and Access Management Directory \(DIAMD\) account](#) is required to access the BVP system. See the DIAMD [OJP User Activation Job Aid](#) for more information.

Payment Process: When a BVP recipient is notified of an award amount, the funds are not disbursed until the recipient logs into the BVP site and provides the receipt information for the body armor vests. Once the payment request is made, BJA reviews the request for accuracy and completes payments on a monthly schedule. See [Submitting Payment Requests in BVP](#) for detailed information. An active registration in the System for Award Management at www.sam.gov is required to receive funds.

Body Armor Vest Requirements: Body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) [Compliance Testing Program \(CTP\)](#) and found to comply with the most current NIJ body armor standards; appear on the [NIJ Compliant Products List](#) as of the date the body armor was ordered be uniquely fitted; and made in the United States. In

addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application. See the [Mandatory Wear Requirement FAQs](#) for detailed information on the mandatory wear requirement.

Contact Information

The BVP Helpdesk can be contacted at 1-877-758-3787 or vests@usdoj.gov.

Media and Congressional inquiries should be directed to the OJP Office of Communications at 202-307-0703 or ojp.ocom@usdoj.gov.

ABOUT BJA

BJA helps America's state, local, and tribal jurisdictions reduce and prevent crime, lower recidivism, and promote a fair and safe criminal justice system. BJA provides a wide range of resources—including grants, funding, and training and technical assistance—to law enforcement, courts and corrections agencies, treatment providers, reentry practitioners, justice information sharing professionals, and community-based partners to address chronic and emerging criminal justice challenges nationwide. To learn more about BJA, visit bj.a.ojp.gov or follow us on Facebook (www.facebook.com/DOJBJA) and Twitter ([@DOJBJA](https://twitter.com/DOJBJA)). BJA is a component of the Department of Justice's Office of Justice Programs.

NCJ 306413





STAFF REPORT

MEETING DATE: December 9, 2025

TITLE:

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

AGENDA ITEM SUBMITTED BY:

Submitted by: Michaela Joyce, Discover Bastrop Director

BACKGROUND/HISTORY:

Merry on Main is a festive event designed to bring the community together for a fun-filled day in downtown Bastrop before the annual Lighted Christmas Parade. With activities like bounce houses, sledding, letters to Santa, face painting, and a Cookie & Cocoa Crawl, there's something for everyone.

PLOICY EXPLANATION:

The City of Bastrop's Finance Policy requires all donations to be formally accepted by the City Council.

RECOMMENDATION:

Michaela Joyce, Main Street Manager, recommends approving Resolution No. R-2025-204 of the City Council of the City Bastrop, Texas accepting a donation from Frontier Bank of Texas in the amount of \$4,500.00 (Four Thousand Five Hundred Dollars) for the upcoming Merry on Main event being held in Downtown Bastrop, TX, on Saturday December 13, 2025.

ATTACHMENTS:

1. Resolution No. R-2025-204

RESOLUTION R-2025-204

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, ACCEPTING A DONATION FROM FRONTIER BANK OF TEXAS IN SUPPORT OF AND AS SPONSORSHIP OF THE 2025 MERRY ON MAIN EVENT IN DOWNTOWN BASTROP, IN THE AMOUNT OF \$4,500.00 (FOUR THOUSAND FIVE HUNDRED DOLLARS). AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council has appointed the City Manager as the Chief Administrative Office of the City; and

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

WHEREAS, the City of Bastrop has an interest in preserving the rich heritage of this community; and

WHEREAS, the Merry on Main event held within Downtown Bastrop will be a community wide Holiday celebration on December 13th, 2025; and

WHEREAS, accepting a donation from Frontier Bank of Texas, in the amount of \$4,500 (four thousand five hundred dollars) for additional activities for the upcoming Merry on Main event; and

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

Section 1: That the City Manager is hereby authorized to execute all necessary documents, authorizing accepting the donation from Frontier Bank of Texas for Merry on Main event happening within Downtown Bastrop.

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

Section 3: That this Resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 9th day of December 2025.

APPROVED:

Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

Denton Navarro Rocha Bernal & Zech, P.C.

CITY OF BASTROP DONATION RECEIPT

Date: **November 19, 2025**

Donor Information

Donor's Name: **Frontier Bank**

Donor's Address: **921 Main Street, Bastrop, TX 78602**

Donation Information

Thank you for your donation with a value of **FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00)**, made to the City of Bastrop.

Donation Description: **SPONSORSHIP FOR 2025 MERRY ON MAIN – TITLE SPONSOR**

Representative's Signature _____

Representative's Name _____

Title: _____ Date: _____



STAFF REPORT

MEETING DATE: December 9th, 2025

TITLE:

Consider action to approve Resolution No. R-2025-203 of the City Council of the City of Bastrop, Texas, allowing for the installation of two stop signs on Pecan St (900 block) at the intersection of Pine Street (800 block), installed by the Streets and Drainage department. Authorizing the Chief of Police to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Vicky Steffanic, Chief of Police

BACKGROUND/HISTORY:

After receiving requests from surrounding businesses and employees that work at the adjacent complex reference this intersection, a traffic study was conducted in regard to the juncture of Pecan Street and Pine Street.

Traffic data conducted over an 8-day (school week) period indicates that there were approximately 22,195 vehicles traveling on Pecan Street through the Pine Street intersection with an average speed on Pecan Street of 33 mph. The resolution being put forth will assist with public safety efforts and ensure accurate accounting of the stop sign and make certain the data is officially recorded with the City secretary's office in accordance with the City of Bastrop Code of Ordinances.

FISCAL IMPACT:

Labor for stop sign implementation.

RECOMMENDATION: Recommend approval of Resolution No. R2025-203 allowing the City of Bastrop to accurately record and document the stop sign. In addition, the implementation of the stops signs is proposed to effectively enhance the safety of those vehicles attempting to cross or enter onto Pecan Street.

ATTACHMENTS:

1. Images depicting the location and showing the visual obstructions (parking on Pecan) to those drivers attempting to exit Pine Street.
2. Map of intersection

RESOLUTION NO. R-2025-203

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS RELATED TO CHAPTER 12 TITLED “TRAFFIC AND VEHICLES” ARTICLE 12.03.004 TITLED “INSTALLATION” AND 12.04.004 TITLED “SCHEDULE III:STOP SIGNS” ALLOWING FOR THE INSTALLATION OF A STOP SIGN ON PECAN STREET AT THE INTERSECTION OF PINE STREET, INSTALLED BY STREETS AND DRAINAGE, AUTHORIZING THE CHIEF OF POLICE TO EXECUTE ALL NECESSARY DOCUMENTS PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop (“City”) has the responsibility to address any public health and safety problems; and

WHEREAS, westbound and eastbound traffic on Pine Street and North and Southbound traffic on Pecan Street are public roadways within the incorporated limits of the city; and

WHEREAS, the City of Bastrop Streets and Drainage and the City of Bastrop Police department have determined upon the basis of a traffic investigation that the intersection of 800 Pine Street and 900 Pecan Street are hazardous and that traffic at this intersection should be controlled by a stop sign in order to protect public health, safety and welfare; and

WHEREAS, in accordance with Article 12.03.0004 titled “installation” the “proposal will be presented before city council as a resolution, enabling the approved traffic control device to be maintained as a living document on file with the City secretary”; and

WHEREAS, in accordance with Article 12.04004 titled “Schedule III: Stop Signs” the city hereby designates certain particular hazard intersections to be controlled by stop signs. And maintained on file in the office of the City Secretary; and

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

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

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

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

Section 1: That the Chief of Police is hereby authorized to execute all necessary documents and forward to the City Secretaries office to be maintained on file. And the streets and drainage department shall erect the stop signs on Pecan Street at the 900 block of Pecan intersecting with the 800 block of Pine Street.

Section 2: All orders, ordinances, and resolutions, or parts thereof, which are in conflict

or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 9th day of December, 2025.

APPROVED:

Ishmael Harris, Mayor

ATTEST:

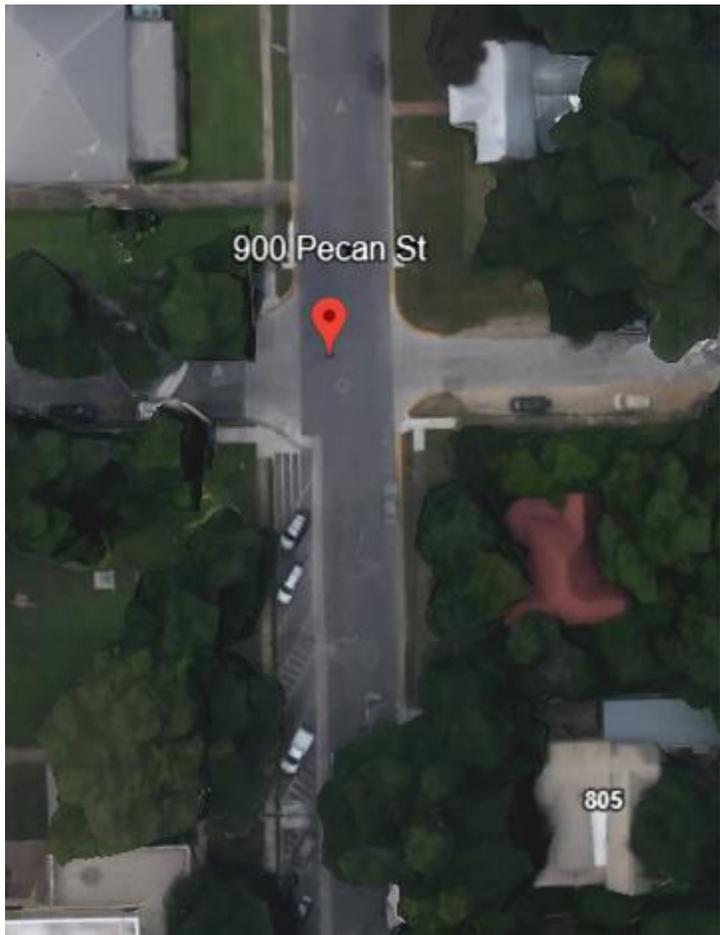
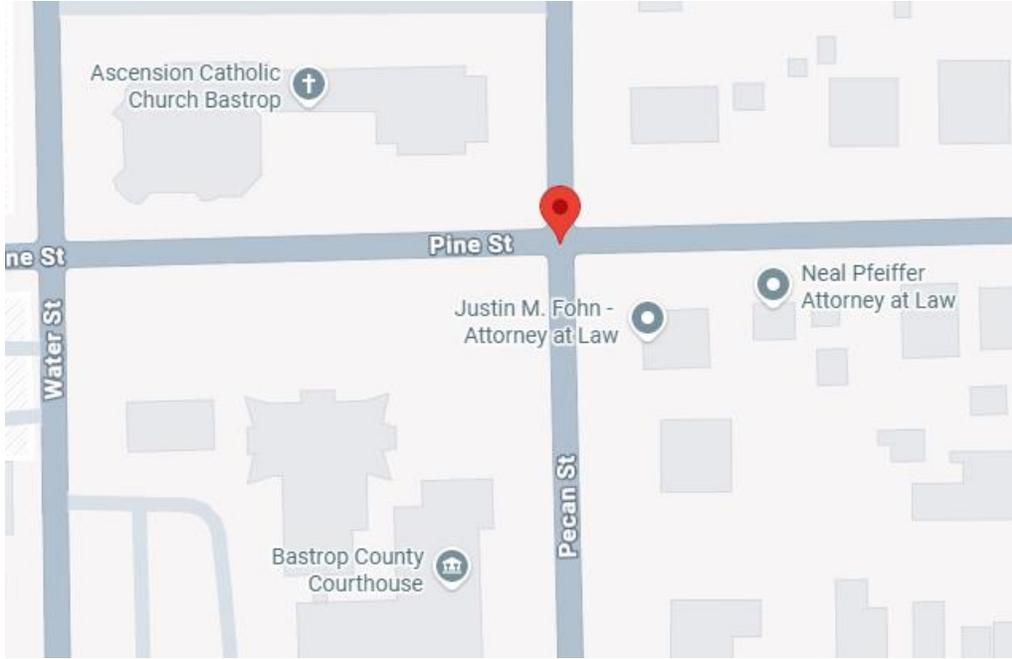
Michael Muscarello, City Secretary

APPROVED AS TO FORM:

City Attorney









STAFF REPORT

MEETING DATE: December 9, 2025

TITLE:

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

AGENDA ITEM SUBMITTED BY:

Submitted by: Michaela Joyce, Discover Bastrop Director

BACKGROUND/HISTORY:

Merry on Main is a festive event designed to bring the community together for a fun-filled day in downtown Bastrop before the annual Lighted Christmas Parade. With activities like bounce houses, sledding, letters to Santa, face painting, and a Cookie & Cocoa Crawl, there's something for everyone.

PLOICY EXPLANATION:

The City of Bastrop's Finance Policy requires all donations to be formally accepted by the City Council.

RECOMMENDATION:

Michaela Joyce, Main Street Manager, recommends approving Resolution No. R-2025-205 of the City Council of the City Bastrop, Texas accepting a donation from Roscoe Bank of Texas in the amount of \$2,500.00 (Two Thousand Five Hundred Dollars) for the upcoming Merry on Main event being held in Downtown Bastrop, TX, on Saturday December 13, 2025.

ATTACHMENTS:

1. Resolution No. R-2025-205

RESOLUTION R-2025-205

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, ACCEPTING A DONATION FROM ROSCOE BANK IN SUPPORT OF AND AS SPONSORSHIP OF THE 2025 MERRY ON MAIN EVENT IN DOWNTOWN BASTROP, IN THE AMOUNT OF \$2,500.00 (TWO THOUSAND FIVE HUNDRED DOLLARS). AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council has appointed the City Manager as the Chief Administrative Office of the City; and

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

WHEREAS, the City of Bastrop has an interest in preserving the rich heritage of this community; and

WHEREAS, the Merry on Main event held within Downtown Bastrop will be a community wide Holiday celebration on December 13th, 2025; and

WHEREAS, accepting a donation from Roscoe Bank, in the amount of \$2,500 (two thousand five hundred dollars) for additional activities for the upcoming Merry on Main event; and

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

Section 1: That the City Manager is hereby authorized to execute all necessary documents, authorizing accepting the donation from Roscoe Bank, for Merry on Main event happening within Downtown Bastrop.

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

Section 3: That this Resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 9th day of December 2025.

APPROVED:

Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

Denton Navarro Rocha Bernal & Zech, P.C.

CITY OF BASTROP DONATION RECEIPT

Date: **November 19, 2025**

Donor Information

Donor's Name: **Roscoe Bank**

Donor's Address: **710 State Highway 71, Bastrop, TX 78602**

Donation Information

Thank you for your donation with a value of **TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)**, made to the City of Bastrop.

Donation Description: **SPONSORSHIP FOR 2025 MERRY ON MAIN – COOKIE CRAWL**

Representative's Signature _____

Representative's Name _____

Title: _____ Date: _____



STAFF REPORT

MEETING DATE: December 9, 2025

TITLE:

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

AGENDA ITEM SUBMITTED BY:

Submitted by: Michaela Joyce, Discover Bastrop Director

BACKGROUND/HISTORY:

Hyatt Lost Pines has notified the City of a significant opportunity to secure a large corporate buyout group immediately following Mother’s Day in May 2026, one of the slowest lodging periods of the year for the Bastrop market.

The proposed group represents:

- 1,643 room nights
- Average room rate exceeding \$319
- Approximately \$1.3 million in on-property economic activity (rooms + food/beverage + activities)
- Near-full resort occupancy during a historically soft week (typically below 55% occupancy)
- Potential for repeat business in 2027

Securing the group requires Hyatt Lost Pines to shift the arrival of a previously contracted group. This shift creates a \$50,000 cost that Hyatt has requested HOT support to help cover.

Without financial support, the property risks losing the opportunity to competing destinations such as downtown Austin and other resort markets.

PLOICY EXPLANATION:

Texas Tax Code Chapter 351 authorizes the use of HOT funds for projects and expenditures that directly support the hotel and convention industry and generate overnight stays. This request clearly qualifies, as the proposed group:

- Directly produces significant, measurable room nights
- Drives substantial economic impact during an off-peak period

- Supports tourism, lodging, and hospitality businesses in Bastrop
- Prevents the loss of a high-value contract to competing regional markets
- Strengthens the City's partnership with a major local employer and lodging anchor

The return on investment is exceptionally strong. A \$50,000 incentive supports a booking generating over \$1.3 million, making this one of the highest-yield HOT investments in recent years.

FISCAL IMPACT:

Approval of this item authorizes the expenditure of up to \$50,000 from the FY 2025–2026 Hotel Occupancy Tax fund under the Tourism Incentive category. Sufficient funds are available.

Disbursement will occur only after Hyatt Lost Pines provides confirmation of the executed group contract.

RECOMMENDATION:

Michaela Joyce, Main Street Manager, recommends approving Resolution No. R-2025-211 to award a \$50,000 grant from Hotel Occupancy Tax (HOT) funds to Hyatt Lost Pines to secure a “buy-out” group booking during the May 2026 time period.

ATTACHMENTS:

1. Resolution No. R-2025-211

RESOLUTION R-2025-211

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A HOTEL OCCUPANCY TAX (HOT) INCENTIVE FOR A GROUP BUYOUT BOOKING AT THE HYATT REGENCY LOST PINES RESORT & SPA; AUTHORIZING THE USE OF HOTEL OCCUPANCY TAX FUNDS IN AN AMOUNT NOT TO EXCEED \$50,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop collects Hotel Occupancy Tax ("HOT") revenue to support and enhance tourism, the convention and hotel industry, and activities that directly generate overnight stays in Bastrop; and

WHEREAS, the Hyatt Regency Lost Pines Resort & Spa has notified the City of a significant opportunity to secure a large corporate buyout group for May 2026, immediately following Mother's Day, a historically low-demand period for the local lodging market; and

WHEREAS, the proposed group booking represents approximately 1,643 total room nights, an average room rate exceeding \$319, and an estimated economic impact of \$1.3 million or more, inclusive of food, beverage, and on-property activities; and

WHEREAS, securing the group booking requires Hyatt Lost Pines to adjust an already-contracted group booking, resulting in a \$50,000 cost necessary to facilitate the change; and

WHEREAS, the buyout group is evaluating multiple competing locations, including destinations in downtown Austin and other resort markets, and the HOT incentive will materially improve Bastrop's competitiveness; and

WHEREAS, the requested HOT support is eligible under Texas Tax Code Chapter 351 because the expenditure is directly tied to securing a substantial group that will generate significant hotel nights and economic activity within the City of Bastrop; and

WHEREAS, the investment is anticipated to yield an exceptional return by increasing occupancy from historical levels of approximately 55% for this period to a projected 100%, and by positioning Bastrop for potential repeat bookings in 2027 and beyond; and

WHEREAS, supporting this opportunity aligns with the City's strategic tourism goals by increasing overnight visitation, driving economic activity during off-peak periods, and supporting Bastrop's lodging, restaurant, retail, and service sectors.

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

Section 1: The City Council approves allocating Hotel Occupancy Tax funds in an amount not to exceed Fifty Thousand Dollars (\$50,000) to support Hyatt Regency Lost Pines Resort & Spa in securing the proposed May 2026 corporate buyout group.

Section 2: The expenditure shall be contingent upon confirmation of the executed group contract and verification that the booking meets HOT eligibility criteria and delivers the projected room nights.

Section 3: The City Manager or their designee is authorized to execute any related agreements, documentation, or reporting required for distribution of funds and to ensure compliance with Texas Tax Code Chapter 351.

Section 4: That this Resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 9th day of December 2025.

APPROVED:

Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

Denton Navarro Rocha Bernal & Zech, P.C.



STAFF REPORT

MEETING DATE: December 9, 2025

TITLE:

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

AGENDA ITEM SUBMITTED BY:

Submitted by: Cameron Reddell, Community Recreation and Events Coordinator

BACKGROUND/HISTORY:

Coffee Dog Inc. has made a donation to the City of Bastrop Parks and Recreation Department. Coffee Dog inc. has donated prepared hot chocolate for Bastrop's Annual Christmas Tree Lighting Event on November 28, 2025, with a value of Five Hundred Ninety Dollars (\$590.00). A donation receipt and letter will be provided to the company for their documentation.

Section 4 of the Employee Handbook states that solicitations and acceptance of gifts are prohibited unless approved by the City Council.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Act on Resolution No. R-2025-212 accepting the donations.

ATTACHMENTS:

- Resolution No. R-2025-212
- Donation Receipt for Coffee Dog Inc.

RESOLUTION NO. R-2025-212

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE ACCEPTANCE OF AN IN-KIND DONATION TO THE CITY OF BASTROP PARKS AND RECREATION DEPARTMENT OF HOT CHOCOLATE SERVED AT BASTROP'S ANNUAL CHRISTMAS TREE LIGHTING EVENT, WITH A EQUIVALENT VALUE OF FIVE HUNDRED NINETY DOLLARS (\$590.00) FROM COFFEE DOG INC.; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has appointed the City Manager as the Chief Administrative Officer of the City, and is responsible for the proper administration of all affairs of the City; and

WHEREAS, the City has received an in-kind donation of hot chocolate served Bastrop's Annual Christmas Tree Lighting Event on November 28, 2025, with an equivalent value of \$590.00 from Coffee Dog Inc.

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 Manager is hereby authorized to execute all necessary documents, authorizing the acceptance of the donation from Coffee Dog Inc. on behalf of the City.

Section 4. 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 5. 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 6. 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 7. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 9th day of December 2025.

THE CITY OF BASTROP, TEXAS:

Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary



APPROVED AS TO FORM:

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



Coffee Dog Inc
49 Loop 150
Bastrop, TX 78602

SALES QUOTE

QUOTE #0135

PREPARED FOR

City of Bastrop Parks Dept.
Attn: Cami Reddell

PREPARED DATE

Nov 27, 2025

EXP. DATE

Nov 29, 2025

ITEM	QTY	PRICE	TOTAL
5 Gallon Cambro (640oz) (Regular Hot Chocolate) Serves 80 (8oz. cups)	3	\$145	\$435.00
5 Gallon Cambro (640oz) (Mexican Vanilla Hot Chocolate) Each serves 80 (8oz cups)	1	\$155	\$155.00
			Total: \$590.00

THIS QUOTE IS FOR THE PURPOSES OF ESTABLISHING THE VALUE OF ITEMS/PRODUCT DONATED. NO PAYMENT NECESSARY



STAFF REPORT

MEETING DATE: December 9th, 2025

TITLE:

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

AGENDA ITEM SUBMITTED BY:

Submitted by: Elizabeth Wick, Project Manager

BACKGROUND/HISTORY:

Agnes Street Extension Project is providing an intersection with future Orchard Parkway. At this intersection there will be pedestrian crosswalks crossing Agnes Street. In order to protect public health, safety and welfare there is a need for stop signs at this intersection on Agnes Street. With the stop signs, this will allow for a safe and controlled pedestrian crossing.

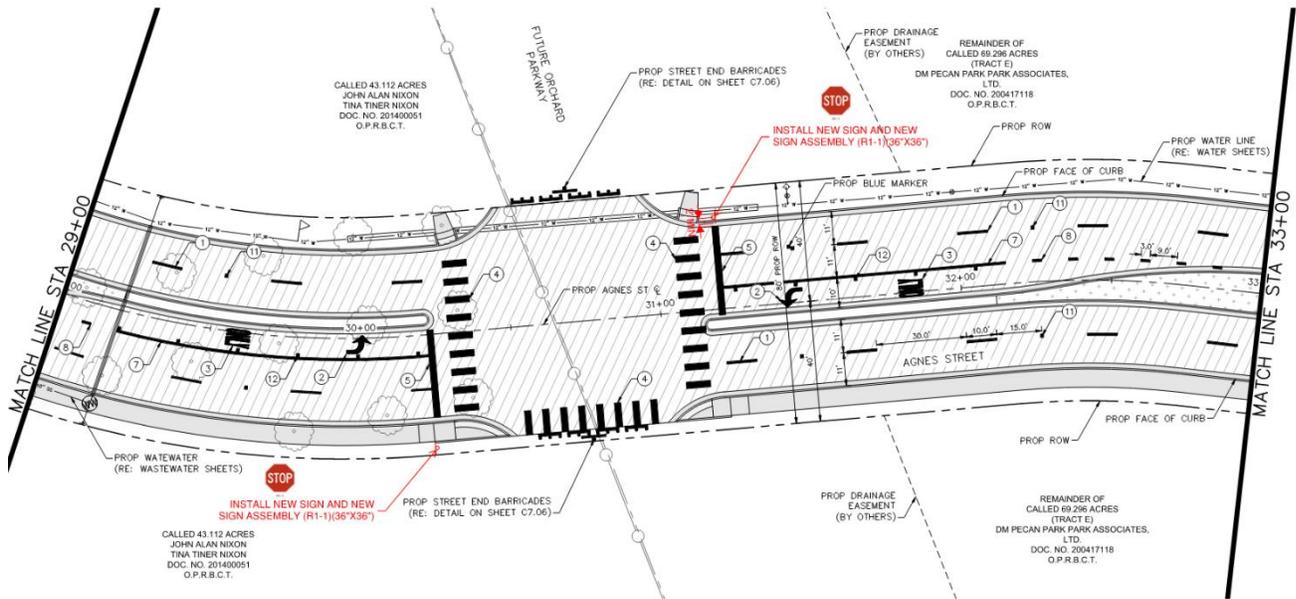


Figure 1: Intersection of Agnes St and Orchard Pkwy

The future Orchard Parkway construction includes stop sign/street name sign and stop bar. This is outside the scope of the Agnes Street Extension project.

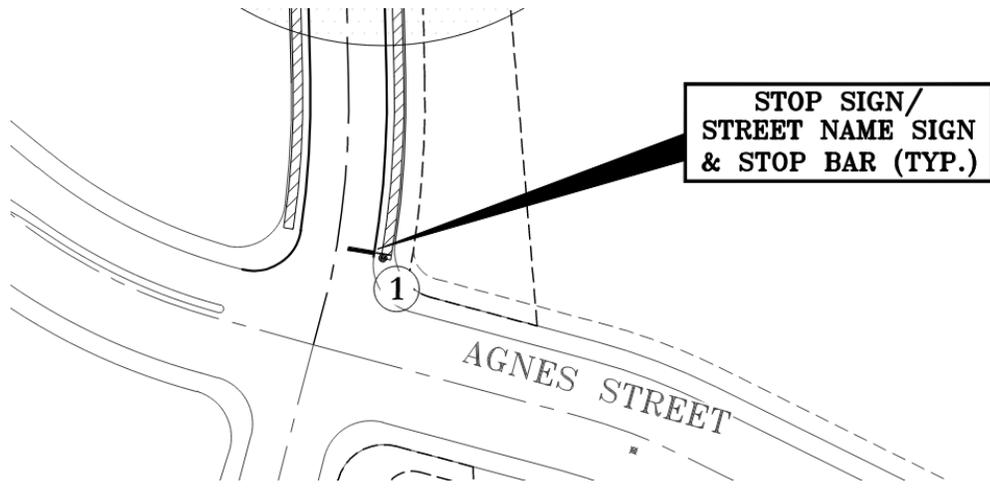


Figure 2: Orchard Pkwy sign plan

The resolution being put forth is to ensure accurate accounting of the stop sign and ensure the data is officially recorded with the City secretary's office in accordance with the City of Bastrop Code of Ordinances.

FISCAL IMPACT:

NA

RECOMMENDATION: Recommend approval of Resolution No. R2025-213 allowing for the City of Bastrop to accurately record and document the stop sign.

ATTACHMENTS:

1. Map of intersection

RESOLUTION NO. R-2025-213

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS RELATED TO CHAPTER 12 TITLED "TRAFFIC AND VEHICLES" ARTICLE 12.03.004 TITLED "INSTALLATION" AND 12.04.004 TITLED "SCHEDULE III:STOP SIGNS" ALLOWING FOR THE INSTALLATION OF A STOP SIGN ON AGNES STREET AT THE INTERSECTION OF ORCHARD PARKWAY, INSTALLED WITH AGNES STREET EXTENSION PROJECT, AUTHORIZING THE CHIEF OF POLICE TO EXECUTE ALL NECESSARY DOCUMENTS PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, West and Eastbound traffic on Agnes Street and Northbound traffic on Orchard Parkway are public roadways within the incorporated limits of the city; and

WHEREAS, the Agnes Street Extension Project is providing an intersection with future Orchard Parkway and has a need for stop signs to provide a controlled pedestrian crosswalk in order to protect public health, safety and welfare; and

WHEREAS, in accordance with Article 12.03.0004 titled "installation" the "proposal will be presented before city council as a resolution, enabling the approved traffic control device to be maintained as a living document on file with the City secretary"; and

WHEREAS, in accordance with Article 12.04004 titled "Schedule III: Stop Signs" the city hereby designates certain particular hazard intersections to be controlled by stop signs. And maintained on file in the office of the City Secretary; and

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

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

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

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

Section 1: That the Chief of Police is hereby authorized to execute all necessary documents and forward to the City Secretaries office to be maintained on file. And the Agnes Street Extension project shall erect the stop sign on Agnes Street, at the intersection of Orchard Parkway.

Section 2: All orders, ordinances, and resolutions, or parts thereof, which are in conflict

or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 9th day of December, 2025.

APPROVED:

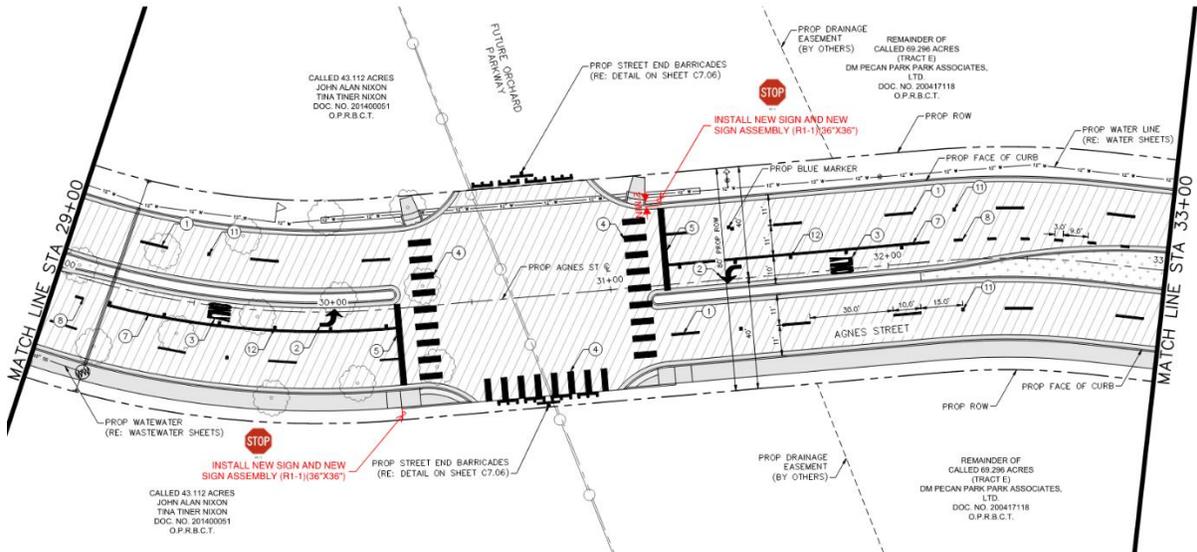
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

City Attorney





STAFF REPORT

MEETING DATE: December 9, 2025

TITLE:

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

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

In September 2024, the Bastrop County Commissioners Court approved the creation of the Bastrop County Advisory Board of Health (ABoH). The ABoH is comprised of nine (9) members, with three municipal appointments—one each from the Cities of Bastrop, Elgin, and Smithville—and six appointments made by the Bastrop County Commissioners Court.

Membership is intended for individuals who understand the importance of public health and who are committed to improving the health and well-being of Bastrop County residents. According to guidance provided by Bastrop County, the Board will serve in an advisory and consultative capacity.

The City of Bastrop previously appointed Dr. Rajeev Gupta as its municipal representative. Dr. Gupta has demonstrated a strong commitment to public health and continues to meet the qualifications to serve.

Reappointing Dr. Gupta ensures continuity on the newly formed Board and preserves the City of Bastrop's active participation in addressing countywide health challenges.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the City Council approve the reappointment of Dr. Rajeev Gupta to the Bastrop County Advisory Board of Health for a one-year term, to continue representing the City of Bastrop.

ATTACHMENTS:

- None



STAFF REPORT

MEETING DATE: Dec. 9, 2025

TITLE:

Consider and act on Resolution No. R-2025-201, approving a contract with Sheridan Environmental (WWTS) for a not-to-exceed amount of Two Hundred Thousand Dollars, and no/100 (\$200,000.00) per fiscal year for the Municipal Domestic Biosolids Hauling and Disposal Services, as attached in Exhibit A; authorizing the execution of all necessary documents; upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.

AGENDA ITEM SUBMITTED BY:

Curtis Hancock, Director of Water & Wastewater

BACKGROUND/HISTORY:

Municipal domestic biosolids hauling and disposal involves transporting treated sewage sludge (biosolids) to be reused or disposed of, with common disposal methods including land application, landfilling, or incineration.

Municipalities partner with specialized haulers to manage this process, which is subject to strict federal and state regulations to ensure environmental and public health are protected.

The City of Bastrop Water/Wastewater Department went out for Request for Proposal for Best Value for Municipal Domestic Biosolids Hauling and Disposal Services, and held a Bid Opening on Wednesday, September 10th. We received three proposals and after a three-person committee review, scored (Technical Resources 25%, Experience 25%, Cost 50%) each of the proposals. Sheridan Environmental (WWTS) is the Best Value and the lowest bidder.

FISCAL IMPACT:

The \$200,000.00 per fiscal year will be funded by the City's Wastewater Treatment System Maintenance Budget.

RECOMMENDATION:

Approve Resolution No. R-2025-201, awarding a Biosolids Hauling and Disposal contract to Sheridan Environmental (WWTS).

ATTACHMENTS:

- Resolution No. R-2025-201
- Exhibit A: DRAFT Biosolids Hauling and Disposal Contract

CITY OF BASTROP, TX
RESOLUTION NO. R-2025-201

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING A GENERAL SERVICES CONTRACT WITH SHERIDAN ENVIRONMENTAL AS WASTEWATER TRANSPORT SERVICES, LLC FOR A NOT-TO-EXCEED AMOUNT OF TWO HUNDRED THOUSAND DOLLARS AND NO/100 (\$200,000.00) PER FISCAL YEAR FOR THE MUNICIPAL DOMESTIC BIOSOLIDS HAULING AND DISPOSAL SERVICES, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, EFFECTIVE DATE, PROPER NOTICE, AND MEETING

WHEREAS, the City Council of the City of Bastrop, Texas has appointed the City Manager as the Chief Administrative Officer of the City; and

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

WHEREAS, the total cost of the services shall not exceed Two Hundred Thousand Dollars (\$200,000) per Fiscal Year; and

WHEREAS, the City Council of the City of Bastrop finds that entering into a general services contract with Sheridan Environmental as Wastewater Transport Services, LLC is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bastrop, Texas:

Section 1. Findings of Fact: The foregoing recitals are incorporated into this resolution ("Resolution") by reference as findings of fact as if expressly set forth word-for-word herein.

Section 2: That the City Manager is hereby authorized to execute a general services contract with Sheridan Environmental as Wastewater Transport Services, LLC for a not-to-exceed amount of \$200,000.00, per fiscal year, herein attached as Exhibit A.

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

Section 4. 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 5. 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 6. 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 7. 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 AND ADOPTED by the City Council of the City of Bastrop, Texas this 9th day of December, 2025.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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

**CITY OF BASTROP
STANDARD CONTRACT FOR GENERAL SERVICES**

Over \$50K
(8-16-2021)

This General Services Contract ("Contract") is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the "City"), and **Wastewater Transport Services, LLC**, acting by **Wastewater Transport Services, LLC** (the "Engineer/Contractor"), and together with the City jointly referred to as the "Parties," for the following work described on the Scope of Services, Exhibit A-2, attached and incorporated herein to this Contract (Municipal Domestic Biosolids Hauling and Disposal Services).

I. General Information and Terms.

Engineer's/Contractor's Name and Address:

Attn: Adam Mihalik
Wastewater Transport Services.
826 Linger Lane
Austin, TX 78721

General Description of Services:

WWW-2025-03 Municipal Domestic
Biosolids Hauling and Disposal Services.

Maximum Contract Amount:

\$200,000.00 per Fiscal Year

Effective Date:
parties.

On the latest of the dates signed by both

Termination Date:

One (1) year from the Effective Date, with an
option for three (3) additional one-year
renewals if both parties agree.

Contract Parts: This Contract consists of the following parts:

- I. General Information and Terms
- II. Standard Contractual Provisions
- III. Additional Terms or Conditions
- IV. Additional Contract Documents
- V. Signatures

II. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the professional engineering services ("Services") described in the Scope of Services, Exhibit A-2 attached and incorporated

CITY OF BASTROP, GENERAL SERVICES CONTRACT/Page 1

herein to this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the Services provided at intervals of at least 30 days of receipt of Contractor's invoices, except for the final billing. The City will pay the Contractor within 30 days of receipt of Contractor's invoices for the Services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City shall have the right to withhold payment, or any part thereof, of any of invoice presented by Contractor until resolution providing reasonable verification of the correctness thereof of is reached. The City shall notify the Contractor, in writing, of the disputed amount within thirty (30) days. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Executed Contract. The "Notice to Proceed" will not be given nor shall any Services commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to this Contract.

D. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

- (a) On the termination date, if any, specified in the General Information in Part I, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in the General Information in Part I, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City Manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five (5) business days prior to the termination date, but the City will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination. The City may terminate the Contract anytime if the City does not have available funds pursuant to Texas Government Code Chapter 2251.

(3) If the City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution).

E. Delays. Contractor shall have no damages for delay or hindrance. In the event of delay or

hindrance not the fault of Contractor, an extension of time shall be the Contractor's sole remedy.

F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the Services described in the Scope of Services, Exhibit A-2, attached and incorporated herein. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in the Exhibit A-2. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

G. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

H. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

I. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Bastrop County, Texas.

J. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

K. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

L. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE
CITY OF BASTROP, GENERAL SERVICES CONTRACT/Page 3

LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COST IN PROPORTION OF CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT, ERROR, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR ANYONE WHOM THE CONTRACTOR IS LEGALLY LIABLE FOR UNDER THIS CONTRACT.

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

N. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, OR ALLEGED TO BE CAUSED BY, THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS..

O. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

P. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

Q. Documents and Data, Licensing of Intellectual Property, and Copyright. All Work progress and final documents and data produced by Contractor during the term of the Contract shall be and remain the property of the City. For purposes of this Contract, the term "Documents and Data" include any original work (the Work), reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the City in the performance of this Contract. It also includes any medium in which the Documents

and Data are kept, including digitally, magnetically, or electronically. This Contract creates at no cost to the City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a “work made for hire” as defined by federal copyright law. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

R. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

S. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov’t Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

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

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

T. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

U. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov’t Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

- (1) are between the City and a company with ten (10) or more full-time employees; and

(2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

III. Additional Terms or Conditions.

Insurance

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

A. Audit

Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Contractor including those in Contractor Group, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Agreement. The records to be maintained and retained by Contractor Group shall include, without limitation, (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's

stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other Third Parties' charges, including, but not limited to, Equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The City shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes).

B. Reports of Incidents

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

IV. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

- EXHIBIT A-1: Request for Proposal WWW-2025-03 Response
- EXHIBIT B-1 Requirements for General Services Contract

V. Signatures.

WASTEWATER TRANSPORT SERVICES, LLC

CITY OF BASTROP

By: Charles Johnston

By: _____

Printed Name: CHARLES JOHNSTON

Printed Name: _____

Title: CEO

Title: _____

Date: 10-30-25

Date: _____

EXHIBIT A-1

Request for Proposal WWW-2025-03 Response
(See Attached)

EXHIBIT B-1
REQUIREMENTS FOR GENERAL SERVICES CONTRACT

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

- A. The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B. A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
- C. All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.
- G. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

**City of Bastrop
Water & Wastewater Department
1311 Chestnut Street
Bastrop, TX 78602**

INSURANCE REQUIREMENTS

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

Coverages Required & Limits (Figures Denote Minimums)

Workers' Compensation Statutory limits, State of TX.

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

Commercial General Liability:

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

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

	<input type="checkbox"/> Very High/ High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily	

Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto

\$2,000,000 General Aggregate

Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 any one unit/any loss and \$200,000 for contents

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

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

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

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

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

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

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

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

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

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

Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land)

\$1,000,000 each occurrence

\$2,000,000 aggregate

Other Insurance Required: _____

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



STAFF REPORT

MEETING DATE: December 9, 2025

TITLE: Lot Coverage Warrant for Blakey Site (Alta Trails Apartments Phase 2)

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

AGENDA ITEM SUBMITTED BY:

Brittany Epling, Senior Planner

BACKGROUND/HISTORY:

Project & Location. The Blakey Site (also known as Alta Trails Apartments) is located on the north side of the Sendero master planned development (generally northeast of FM 969 and W SH 71) within the P4 Mix Place Type. The subject property (PID 8733843) encompasses 14.02 acres.

Prior Approvals. The City Council approved the Zoning Concept Scheme for Sendero (MyGov #22-000190) on September 13, 2022. The Public Improvement Plans (PIP) for Sendero and the Final Drainage Plan (MyGov #23-000013, approved August 2, 2023) were designed and sized assuming 70% lot coverage for the P4 Mix area serving this site. The regional detention pond serving the north side has already been constructed consistent with that engineered assumption.

Ordinance Change. On January 28, 2025, the City adopted Ordinance No. 2025-02, which reduced maximum lot coverage citywide in several Place Types, including P4 Mix from 70% to 60%. City practice—confirmed with legal counsel—treats lot coverage as a non-vested standard, requiring compliance with the current code unless a Warrant is granted.

Why a Warrant Now. This Blakey/Alta Trails tract is the remaining Sendero lot on the north side that needs a Warrant to proceed with its previously engineered design. Granting the Warrant would allow the project to utilize the already-approved and constructed drainage infrastructure sized for 70% coverage, avoiding re-engineering that offers no incremental public benefit given the existing pond capacity.

The Planning and Zoning Commission recommended approval of the Warrant with a vote of 6-1 at their November 20, 2025 regular meeting.

FOCUS AREAS:

Managing Growth. Leverages approved infrastructure and a built detention facility to support timely, responsible infill.

Uniquely Bastrop. Applies the B3 Code's context-sensitive flexibility (Warrants) where the project intent and public interest remain protected.

Resilience & Stewardship. Maintains the engineered stormwater performance already accounted for in the regional system while ensuring no net reduction in drainage safety.

JUSTIFICATION & ALIGNMENT WITH B3 CODE INTENT:

The B3 Code's Warrant process allows targeted adjustments when strict compliance would be counterproductive to the Intents of the Code and where the public interest is preserved.

1. Fiscal Sustainability. Redesigning a functioning, approved drainage system would impose unnecessary cost and delay without improving health, safety, or welfare. Using the already-constructed pond is the most efficient public/private outcome.
2. Geographically Sensitive Development. Although the 2025 ordinance reduced citywide lot coverage to improve long-term resilience, this site's regional detention was engineered, permitted, and built to manage 70% coverage in P4 Mix. The Warrant recognizes a site-specific mitigation already in place.
3. Predictability & Market Feasibility. The project proceeds consistent with the approved concept and engineered assumptions, supporting housing delivery while upholding drainage performance.

Limited Scope/No Adverse Precedent. The request is narrowly tailored to the Blakey/Alta Trails tract and does not alter standards citywide. Any future requests must independently demonstrate equal or better protection of the public interest.

NOTIFICATION:

Required property owner notification, consistent with Texas Local Government Code and local ordinance, extends 500 feet. For this request, notice was provided to eight (8) adjacent property owners within that radius.

RECOMMENDATION:

Take action to approve the Warrant to allow up to 70% lot coverage on the Blakey site (PID 8733843), a 14.02-acre P4-Mix lot within the Sendero development, based on prior drainage approvals and in alignment with the Intent of the B3 Code regarding fiscally sustainable and geographically sensitive development.

ATTACHMENTS:

1. Approved Drainage Plan – MyGov #23-000013
2. B3 Code Section on Lot Coverage Limits (2023 vs. 2025)

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RESOLUTION NO. R-2025-207

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A WARRANT TO INCREASE THE MAXIMUM LOT COVERAGE FROM 60% TO 70% ON ONE LOT ZONED P4 MIX FOR PHASE TWO OF THE ALTA TRAILS APARTMENTS; 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 Bastrop Building Block (B³) Code allows the City Council to grant Warrants to authorize deviations from certain development standards where the Council finds that such deviations further the intent of the Code and are consistent with the public interest; and

WHEREAS, the applicant for the Alta Trails development has requested a Warrant to increase the maximum lot coverage from 60% to 70% on one 14.04 acre lot zoned P4 Mix; and

WHEREAS, the Planning and Zoning Commission recommended approval of the warrant request on November 20, 2025 based on the history of prior project and drainage infrastructure approvals; and

WHEREAS, the City Council finds that approval of the request is consistent with the B³ Code Intents and promotes orderly development within the City;

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

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

Section 2. Execution: The City Council approves and authorizes the execution of the Warrant for increased lot coverage (attached and incorporated herein as Exhibit A).

Section 3. The City Council grants the Warrant to increase the maximum lot coverage from 60% to 70% on one lot zoned P4 Mix within the Alta Trails

40 Phase Two development.

41
42 **Section 4. Repealer:** To the extent reasonably possible, resolutions are to be read
43 together in harmony. However, all resolutions, or parts thereof, that are in
44 conflict or inconsistent with any provision of this Resolution are hereby
45 repealed to the extent of such conflict, and the provisions of this
46 Resolution shall be and remain controlling as to the matters regulated.

47
48 **Section 5. Severability:** Should any of the clauses, sentences, paragraphs,
49 sections, or parts of this Resolution be deemed invalid, unconstitutional, or
50 unenforceable by a court of law or administrative agency with jurisdiction
51 over the matter, such action shall not be construed to affect any other
52 valid portion of this Resolution.

53
54 **Section 6. Effective Date:** This Resolution shall take effect upon the date of final
55 passage noted below, or when all applicable publication requirements, if
56 any, are satisfied in accordance with the City's Charter, its Code of
57 Ordinances, and the laws of the State of Texas.

58
59 **Section 7. Proper Notice & Meeting:** It is hereby officially found and determined
60 that the meeting at which this Resolution was passed was open to the
61 public, and that public notice of the time, place, and purpose of said
62 meeting was given as required by the Open Meetings Act, Texas
63 Government Code, Chapter 551. Notice was also provided as required by
64 Chapter 52 of the Texas Local Government Code.

65
66 **DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on**
67 **this, the 9th day of December, 2025.**

68
69 [Signature Page Follows]

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THE CITY OF BASTROP, TEXAS:

Ishmael Harris, Mayor

ATTEST:



Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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

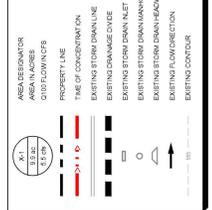
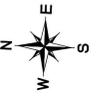
DRAFT



No.	REVISIONS	DATE



BENCHMARKS
TBM: 1. LAMP POST AT THE INTERSECTION OF BLAKEY LANE AND TYPHOON DRIVE
2. LAMP POST AT THE INTERSECTION OF BLAKEY LANE AND STATE HIGHWAY 71
3. LAMP POST AT THE INTERSECTION OF BLAKEY LANE AND STATE HIGHWAY 71
4. LAMP POST AT THE INTERSECTION OF BLAKEY LANE AND STATE HIGHWAY 71



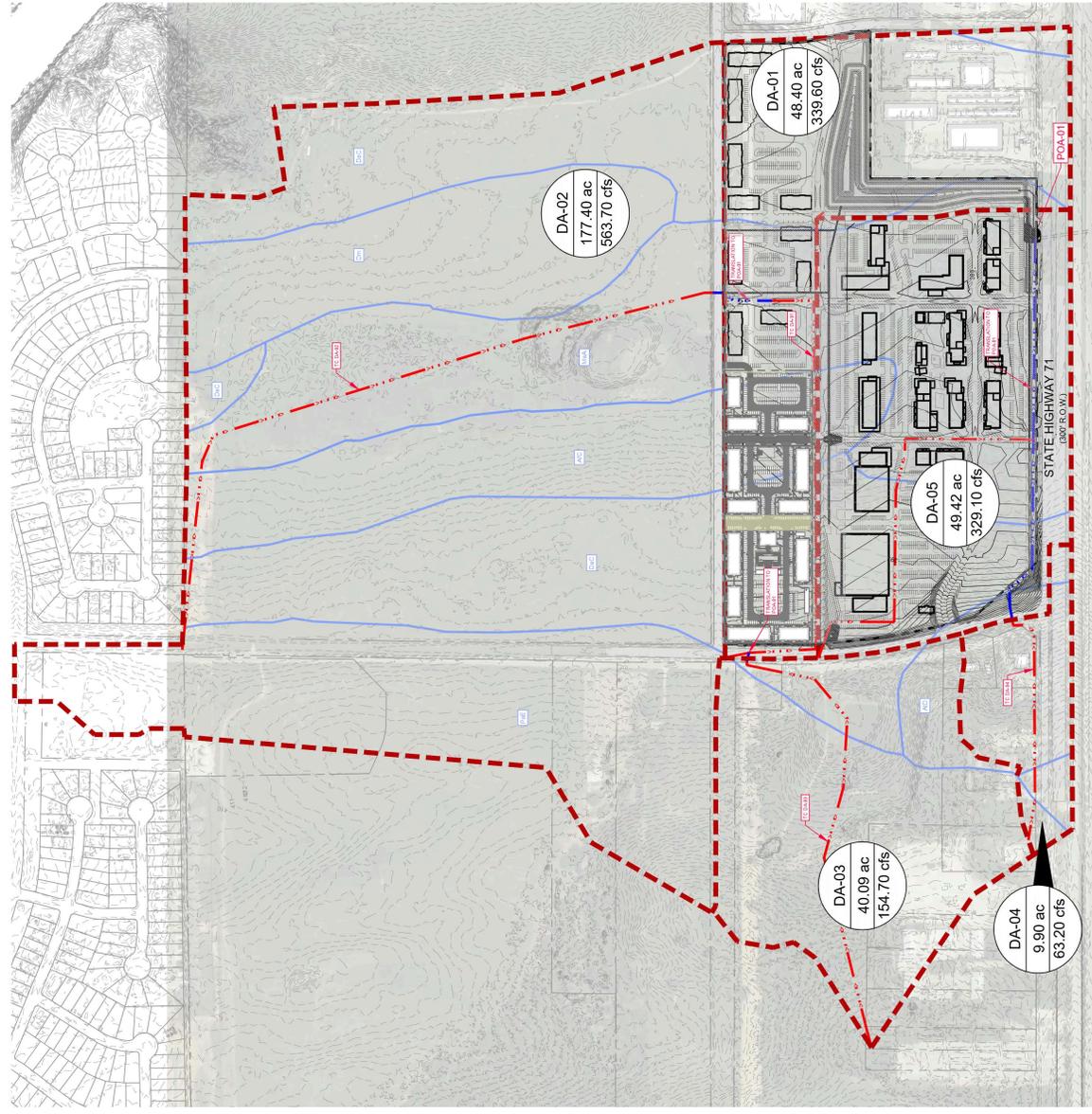
PROPOSED CONDITIONS	AREA (AC)	IMPERVIOUS COVER (%)	BASE CN	TC (MIN)	Q ₁ (CFS)	Q ₂ (CFS)	Q ₃ (CFS)	Q ₄ (CFS)	Q ₅ (CFS)
DA-01	48.40	80%	75	10.0	136.10	233.40	270.70	339.00	339.00
DA-02	177.40	4%	75	34.2	365.90	391.50	509.70	853.70	853.70
DA-03	40.09	4%	75	26.5	17.00	39.50	55.40	124.70	124.70
DA-04	9.90	4%	75	10.0	13.61	23.34	27.07	33.90	33.90
DA-05	49.42	80%	75	12.3	153.50	275.60	275.40	335.10	335.10
POA-1	465.22	80%	75	12.3	297.00	677.80	875.50	951.30	951.30

*Composite Curve Number Cells Provided

EXISTING VS. PROPOSED SUMMARY	Q ₁ (CFS)	Q ₂ (CFS)	Q ₃ (CFS)	Q ₄ (CFS)	Q ₅ (CFS)
POINT OF ANALYSIS					
POA-1 (EXISTING)	296.10	683.80	884.10	951.30	951.30
POA-1 (PROPOSED)	297.00	677.80	875.50	951.30	951.30
POA-1 DIFFERENCE (CFS)	0.90	6.00	8.60	0.00	0.00

PROPOSED TIME OF CONCENTRATION CALCULATIONS

DA-01	DA-02	DA-03	DA-04	DA-05
Sheet Flow S ₁ (ft) ² = 0.0018 S ₂ (ft) ² = 0.0018 L ₁ (ft) = 1.2 L ₂ (ft) = 1.2 Total TC = 30.2 mins Lag Time = 6.0 mins	Sheet Flow S ₁ (ft) ² = 0.0018 S ₂ (ft) ² = 0.0018 L ₁ (ft) = 1.2 L ₂ (ft) = 1.2 Total TC = 34.2 mins Lag Time = 6.0 mins	Sheet Flow S ₁ (ft) ² = 0.0018 S ₂ (ft) ² = 0.0018 L ₁ (ft) = 1.2 L ₂ (ft) = 1.2 Total TC = 14.4 mins Lag Time = 3.0 mins	Sheet Flow S ₁ (ft) ² = 0.0018 S ₂ (ft) ² = 0.0018 L ₁ (ft) = 1.2 L ₂ (ft) = 1.2 Total TC = 14.4 mins Lag Time = 3.0 mins	Sheet Flow S ₁ (ft) ² = 0.0018 S ₂ (ft) ² = 0.0018 L ₁ (ft) = 1.2 L ₂ (ft) = 1.2 Total TC = 12.3 mins Lag Time = 3.0 mins



Kimley-Horn, generated this map on 02/23/2023 10:23:10 AM. The data is from the 2022 LIDAR data provided by Bastrop County. The map is for informational purposes only and is not to be used for any other purpose. Kimley-Horn, and its affiliates, shall not be held liable for any errors or omissions in this map. Kimley-Horn, and its affiliates, shall not be held liable for any damages, including consequential damages, arising from the use of this map. Kimley-Horn, and its affiliates, shall not be held liable for any claims, including consequential claims, arising from the use of this map. Kimley-Horn, and its affiliates, shall not be held liable for any claims, including consequential claims, arising from the use of this map.

B3 Code, 2023 Lot Coverage Requirements

Item 8P.

	P1	P2	P3	P4	P5	EC
PORCH	NP	P	P	P	NP	NP
DOORYARD	NP	NP	NP	P	P	P
TERRACE	NP	NP	NP	P	P	P
STOOP	NP	P	NP	P	P	P
LIGHTWELL	NP	NP	NP	P	P	P
GALLERY	NP	NP	NP	P	P	P
ARCADE	NP	NP	NP	NP	P	P
LOT OCCUPATION - SEC. 6.3.008						
LOT COVERAGE		40% max	60% max	70% max	80% max	80% max
BUILDING FRONTAGE AT BUILD-TO-LINE		40% min	40% min	60% min	80% min	80% min
BUILD-TO-LINE		10 ft - no max	10 ft - 25 ft*	5 ft - 15 ft	2 ft - 15 ft	

* Lots exceeding 1/2 acre may extend Build-to-Line up to 60 ft from the Frontage Line.

BUILDING HEIGHT IN STORIES - SEC. 6.5.003

PRINCIPAL BUILDING	NP	2 max	2 max	3 max**	5 max / 3 max Downtown	5 max
ACCESSORY DWELLING UNIT	NP	2 max	2 max	2 max	2 max	

FIRST LAYER ENCROACHMENTS - SEC. 6.5.002

** SEE PLACE TYPE OVERLAYS BLANK= BY WARRANT P = PERMITTED NP = NOT PERMITTED

	P1	P2	P3	P4	P5	EC
PORCH	NP	P	P	P	NP	NP
DOORYARD	NP	NP	NP	P	P	P
TERRACE	NP	NP	NP	P	P	P
STOOP	NP	P	NP	P	P	P
LIGHTWELL	NP	NP	NP	P	P	P
GALLERY	NP	NP	NP	P	P	P
ARCADE	NP	NP	NP	NP	P	P

LOT OCCUPATION - SEC. 6.3.008

LOT COVERAGE		40% max	50% max	60% max	65% max	80% max
BUILDING FRONTAGE AT BUILD-TO-LINE		40% min	40% min	60% min	80% min	80% min
BUILD-TO-LINE		25 ft*	25 ft*	5 ft - 15 ft	2 ft - 15 ft	
MINIMUM LOT SIZE		1 acres***	0.33 acres***			
FIRST LAYER SETBACK		Built Environment**	Built Environment**			

* Only applicable to underdeveloped lots in P2 & P3, an undeveloped lot shall mean a lot that is raw land and not a part of any preexisting neighborhood; all other lots shall adhere to the First Layer Setback.

** The First Layer Setback shall be the average of the front yard setback of two (2) lots to the right and two lots to the left, +/- 5 feet.

*** For lots not compatible with the minimum lot size, please see Section 2.4.001.

BUILDING HEIGHT IN STORIES - SEC. 6.5.003

PRINCIPAL BUILDING	NP	2 max	2 max	3 max**	5 max / 3 max Downtown	5 max
ACCESSORY DWELLING UNIT	NP	2 max	2 max	2 max	2 max	2 max

FIRST LAYER ENCROACHMENTS - SEC. 6.5.002

** SEE PLACE TYPE OVERLAYS BLANK= BY WARRANT P = PERMITTED NP = NOT PERMITTED



STAFF REPORT

MEETING DATE: December 9, 2025

TITLE:

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

AGENDA ITEM SUBMITTED BY:

Victoria Psencik, Assistant City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approve the Bastrop City Council minutes from the October 21, 2025, Joint Council and Bastrop EDC Meeting and Regular Meeting, the November 4, 2025, Special Meeting, and the November 18, 2025, Regular Meeting and Joint Council and Planning & Zoning Commission Meeting.

ATTACHMENTS:

- DRAFT October 21 Joint Meeting with BEDC
- DRAFT October 21 Regular Meeting with Exhibit A
- DRAFT November 4 Special Meeting
- DRAFT November 18 Regular Meeting
- DRAFT November 18 Joint Meeting with Planning & Zoning Commission

CITY OF BASTROP

**JOINT MEETING OF THE
BASTROP CITY COUNCIL AND
BASTROP ECONOMIC DEVELOPMENT CORPORATION BOARD**

MEETING MINUTES

Tuesday, October 21, 2025

A Joint Meeting of the Bastrop City Council and Bastrop Economic Development Corporation (BEDC) Board Members was conducted on Tuesday, October 21, 2025, at 4:30 p.m. at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

Council Members Present

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

Staff Present

City Manager Sylvia Carrillo-Trevino
Assistant City Attorney Stan Springerley
City Secretary Michael Muscarello
Assistant City Secretary Victoria Psencik
Assistant to the City Manager Vivianna Andres
Finance Director Judy Sandroussi
Assistant Finance Director Laura Allen
Executive Assistant to City Manager Taylor Andry
Public Information Officer Colin Guerra

BEDC Board Members Present

Board Member Gary Blake
Board Member Chris McCool
Mayor Pro-Tem John Kirkland
Council Member Cynthia Meyer
Mayor Ishmael Harris

Staff Present – City/BEDC

Interim BEDC Director Sylvia Carrillo-Trevino
Operations Manager Angela Ryan
B.A.R.E. Manager Dori Kelley

1. CALL TO ORDER – JOINT MEETING

1A. Call to Order – City Council

With a quorum being present, Mayor Harris called the City Council meeting to order at 4:30 p.m.

1B. Call to Order – Bastrop Economic Development Corporation Board

With a quorum being present, Board Member Blake called the Bastrop Economic Development Corporation Board meeting to order at 4:31 p.m.

1C. Consider and act on resolution no. R-2025-186 naming officers to the Bastrop Economic Development Corporation (BEDC), Chair, Vice-Chair, and Secretary.

Submitted and Presented by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, Interim Director of the Bastrop Economic Development Corporation

MOTION: Motion and second was made to appoint Gary Blake as Board Chair and Chris McCool as Board Vice-Chair. Motion carried unanimously.

2. WORKSHOP

2A. **1. Presentation from the City Manager.**

2. Strategic Workshop discussion with City Council and Bastrop Economic Development Corporation Board

3. Provide direction to the City Manager and take any necessary action after the Strategic Workshop.

3. ADJOURNMENT

5A. **Adjourn – City Council**

Upon a motion duly made and seconded motion, Mayor Harris adjourned the City Council meeting at 5:49 p.m. without objection.

5B. **Adjourn – Bastrop Economic Development Corporation Board**

Upon a motion duly made and seconded motion, Board Chair Blake adjourned the Bastrop Economic Development Corporation Board meeting at 5:50 p.m. without objection.

CITY OF BASTROP, TEXAS

BASTROP ECONOMIC DEVELOPMENT CORPORATION

Ishmael Harris, Mayor

Gary Blake, Board Chair

ATTEST:

ATTEST:

Victoria Psencik, Assistant City Secretary

Angela Ryan, Operations Manager

CITY OF BASTROP

BASTROP CITY COUNCIL

REGULAR CITY COUNCIL MEETING MINUTES

Tuesday, October 21, 2025

The Bastrop City Council met in a Regular Meeting at 6:30 p.m. on Tuesday, October 21, 2025, at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

Council Members Present

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

Staff Present

City Manager Sylvia Carrillo-Trevino
 Assistant City Manager / Fire Chief Andres Rosales
 Assistant City Attorney Stan Springerley
 City Secretary Michael Muscarello
 Assistant City Secretary Victoria Psencik
 Assistant to the City Manager Viviana Andres
 Development Services Director James Cowey
 Police Chief Vicky Steffanic
 Public Information Manager Colin Guerra
 BEDC B.A.R.E. Manager Dori Kelley
 Finance Director Judy Sandroussi
 Assistant Finance Director Laura Allen
 Parks & Recreation Director Jason Alfaro
 Library Director Bonnie Pierson
 Fleet & Facilities Director Doug Haggerty
 Discover Bastrop Director Michaela Joyce
 Executive Assistant to City Manager Taylor Andry

4. CALL TO ORDER – REGULAR MEETING

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

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

Noah Fernandes Allen and Sebastian Rodriguez, students from Colony Oaks Elementary, led the Pledge of Allegiance.

6. INVOCATION

Council Member Lowe delivered the Invocation.

7. PRESENTATIONS

7A. **Mayor's Report**

7B. **Council Members' Report**

8. WORK SESSIONS / BRIEFINGS

8A. **The Goodman Corporation Blakey Roundabout Presentation**

Presented by: Jake Gutekunst with the Goodman Corporation

8B. **FY2024 Financial Audit Presentation**

Submitted and Presented by: Judy Sandroussi, Finance Director

Presented by: Daniel Hebert with Crowe LLP

8C. **Discover Bastrop Overview**

Submitted and Presented by: Michaela Joyce, Discover Bastrop Director

9. **STAFF AND BOARD REPORTS**

9A. **Receive an update in regard to the unaudited Monthly Financial Report for the period ending September 2025 (Preliminary Year-End Review).**

Submitted and Presented by: Laura Allen, Assistant Finance Director

10. **CITIZEN COMMENT(S)**

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

11. **CONSENT AGENDA**

11B. **Consider and act on Resolution No. R-2025-183, approving a waiver for alternate drainage standards for a wireless telecommunications facility on the Long Tract, located at 206 Lovers Lane, within the city limits of the City of Bastrop.**

Submitted by: Elizabeth Wick, CFM, Project Manager

11C. **Consider and act on Resolution No. R-2025-182, approving an Interlocal Agreement between the City of Bastrop, Bastrop County, and West Bastrop Village regarding the management of the floodplain in the Development known as "Adelton", as attached in Exhibit A.**

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

11D. **Consider and act on Resolution No. R-2025-184 approving the Animal Control Services Interlocal Agreement between the City of Bastrop and Bastrop County attached as Exhibit A.**

Submitted by: Vicky Steffanic, Chief of Police

Mayor Harris called for requests to remove any item from the Consent Agenda for separate discussion. Council Member Fossler requested Items 11A and 11E be removed.

* * * * *

11A. Consider and act on Ordinance No. 2025-81 of the City Council of the City of Bastrop, Texas, authorizing the Issuance of the City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2025; Levying an Ad Valorem Tax and Pledging Certain Surplus Revenues in Support of the Certificates; Approving Certain Documents and Other Agreements Relating to the Sale and Issuance of the Certificates; and Ordaining Other Matters Relating to the Issuance of the Certificates; repealing all ordinances and actions in conflict herewith; and providing for an effective date.

Submitted by: Judy Sandroussi, Finance Director

Citizen Comments submitted specifically for Item 11A that did speak: Linda Curtis and Cecilia Serna.

Presented by: Dan Wegmiller with Specialized Public Finance Inc. and J. Bart Fowler with McCall, Parkhurst, & Horton

MOTION: Mayor Pro-Tem Kirkland moved to approve Ordinance No. 2025-81 as presented. Council Member Lowe seconded the motion. Motion carried unanimously.

* * * * *

11E. Consider and act to approve the Bastrop City Council minutes from the September 23, 2025, Regular Meeting, the September 30, 2025, Special Meeting, the October 1, 2025, Crossings at 95 Town Hall Meeting, and the October 14, 2025, Special Meeting.

Submitted by: Victoria Psencik, Assistant City Secretary

MOTION: Council Member Fossler moved to approve the Bastrop City Council minutes from the September 23, 2025, Regular Meeting, the September 30, 2025, Special Meeting, the October 1, 2025, Crossings at 95 Town Hall Meeting with the note that she was not in attendance at this town hall meeting, and the October 14, 2025, Special Meeting. Council Member Plunkett seconded the motion. Motion carried unanimously.

* * * * *

After the separate discussion of Consent Agenda Items 11A and 11E, the following motion was made:

MOTION: Mayor Pro-Tem Kirkland moved to approve the remaining Consent Agenda as presented with the exception of Items 11A and 11E. Council Member Meyer seconded the motion. Motion carried unanimously.

12. ITEMS FOR INDIVIDUAL CONSIDERATION

12A. Consider and act on Ordinance No. 2025-79, abandoning and vacating a certain section of the Jasper Street right-of-way, Mill Street right-of-way, and South Street right-of-way to the south of State Highway 71 and east of Lover’s Lane; and authorizing the City Manager to execute any necessary documents

to convey the City's remaining real property interests, if any, in said right-of-way to the adjacent owner.

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

Citizen Comments submitted specifically for Item 11A that **did** speak: Jason Knotowicz and Kathy Metcalf.

MOTION: Mayor Pro-Tem Kirkland moved to approve the first reading of Ordinance No. 2025-79 with the removal of the Jasper Street right-of-way abandonment and accepting the concept of the land swap and leave to the City Manager the best instrument to execute said swap and to include on the November 4, 2025, agenda for the second reading. Council Member Fossler seconded the motion. Motion carried unanimously.

12B. **Consider and act on the first reading of Ordinance No. 2025-78, amending the Convention Center Capital budget by \$117,510 funded from Hotel Occupancy reserves to pay for necessary roof repairs to the Convention Center.**

Submitted and Presented by: Laura Allen, Assistant Finance Director
Presented by: Doug Haggerty, Fleet and Facilities Director

MOTION: Council Member Meyer moved to approve the first reading of Ordinance No. 2025-78 as presented and include on the November 4, 2025, agenda for the second reading. Council Member Lowe seconded the motion. Motion carried unanimously.

12C. **Consider and act on Resolution No. R-2025-185, authorizing the application of a silicone roof coating system at the Bastrop Convention Center; awarding a contract to Nations Roof, LLC in the amount of \$117,510.00.**

Submitted and Presented by: Doug Haggerty, Fleet and Facilities Director

MOTION: Council Member Fossler moved to approve Resolution No. R-2025-185 as presented. Mayor Pro Tem Kirkland seconded the motion. Motion carried unanimously.

12D. **Conduct a public hearing, consider and act on the first reading of Ordinance No. 2025-75, granting a one year extension of the master plan expiration for the Reed Ranch Planned Development District, being 24.04 acres out of the Nancy Blakey Survey, as shown on Attachment 1, located at 615 W Highway 71, within the city limits of Bastrop, Texas, and move to include on the November 4, 2025, City Council Consent Agenda for the second reading.**

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

Mayor Harris opened the Public Hearing at 8:53 p.m. for the Reed Ranch Planned Development District extension listed in Item 12D.

Public Hearing: No comments were submitted.

Mayor Harris closed the Public Hearing at 8:53 p.m. for the Reed Ranch Planned Development District extension listed in Item 12D.

MOTION: Council Member Plunkett moved to approve the first reading of Ordinance No. 2025-75 as presented and to include on the November 4, 2025, agenda for the second reading. Council Member Meyer seconded the motion. Motion carried unanimously.

12F. **Conduct a public hearing, consider and act on Ordinance No. 2025-77 pertaining to a request for a Zoning Concept Scheme to rezone the project site from P3 Neighborhood to P4 Mix, for the area described as being 0.431 +/- acres out of the Building Block 12, East of Water Street, located at 1005 Pecan Street, within the city limits of Bastrop, Texas; and move to include on the November 4, 2025 City Council agenda for a second reading. This development is more commonly known as Pecan Place.**

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

Mayor Harris opened the Public Hearing at 9:19 p.m. for a rezone of 1005 Pecan Street from P3 Neighborhood to P4 Mix listed in Item 12F.

Public Hearing

Submitted comments and spoke: William Holford, Chris Toth, Chris Kirby, Matthew Lassen, Jimmy Crouch, John Crawford and Deborah Jones

Submitted comments but did not speak: Stephanie Jenkins, Sam and Marilyn Calliham, Elaine Weiss, Kathy Albers, Larry Albers, and Jim Kuhn

Mayor Harris closed the Public Hearing at 9:46 p.m. for a rezone of 1005 Pecan Street from P3 Neighborhood to P4 Mix listed in Item 12F.

MOTION: Council Member Meyer moved to **deny** the request of the rezone of 1005 Pecan Street and Ordinance No. 2025-77 as presented. Mayor Pro Tem Kirkland seconded the motion. Motion carried unanimously.

After the discussion of Item 12F on Items for Individual Consideration, the following motion was made:

MOTION: Council Member Fossler moved to extend the meeting end time past 10:00 pm. Mayor Pro Tem Kirkland seconded the motion. Motion carried unanimously.

12E. **Conduct a public hearing, consider and act on Ordinance No 2025-76 pertaining to a request for an amendment to the Comprehensive Plan to change the Future Land Use designation from Neighborhood Residential to Residential Mixed Density for the area described as being 0.431 +/- acres out of the Building Block 12, East of Water Street, located at 1005 Pecan Street, within the city limits of Bastrop, Texas, and move to include on the November 4, 2025 City Council Consent agenda for a second reading. This development is more commonly known as Pecan Place.**

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

Mayor Harris opened the Public Hearing at 10:07 p.m. for the Comprehensive Plan Amendment of the Future Land Use designation for 1005 Pecan Street listed in Item 12E.

Public Hearing: No comments were submitted.

Mayor Harris closed the Public Hearing at 10:07 p.m. for the Comprehensive Plan Amendment of the Future Land Use designation for 1005 Pecan Street listed in Item 12E.

MOTION: Mayor Pro-Tem Kirkland moved to **deny** the Comprehensive Plan amendment for 1005 Pecan Street and Ordinance No. 2025-76 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

12G. **Consider and act on Resolution No. R-2025-178 pertaining to a Warrant request to allow 9 feet x 18 feet parking spaces on 0.431 +/- acres out of the Building Block 12, East of Water Street, located at 1005 Pecan Street, within the city limits of Bastrop, Texas. This development is more commonly known as Pecan Place.**

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

MOTION: Council Member Meyer moved to **deny** Resolution No. R-2025-178 as presented. Mayor Pro Tem Kirkland seconded the motion. Motion carried unanimously.

12H. **Conduct a public hearing, consider and act on the first reading of Ordinance No. 2025-63, amending the Bastrop Code of Ordinances, Chapter 13, Article 13.12 – Impact Fees, Division 4 – Roadway Facilities, to apply the Roadway Impact Fee to newly annexed areas; amending the Service Areas Map to which the Roadway Impact Fees apply to include annexed areas; and move to include on the November 4, 2025, City Council agenda for a second reading.**

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

Presented by: Jake Gutekunst with The Goodman Corporation

Mayor Harris opened the Public Hearing at 10:23 p.m. for Roadway Impact Fee code amendment listed in Item 12H.

Public Hearing: No comments were submitted.

Mayor Harris closed the Public Hearing at 10:23 p.m. for Roadway Impact Fee code amendment listed in Item 12H.

MOTION: Mayor Pro-Tem Kirkland moved to approve the first reading of Ordinance No. 2025-63 with the following change: “keep table B3 and for Service Area A, set the new

maximum at \$2,033 and Service Area B will remain unchanged at \$1,414 and to include on the November 4, 2025, agenda for the second reading. Council Member Meyer seconded the motion. Motion carried unanimously.

- 12I. **Conduct a public hearing, consider and act on the first reading of Ordinance No. 2025-73, amending the Bastrop Code of Ordinances, Chapter 14, Bastrop Building Block (B3) Code by changing the P1 Nature Place Type to P1 Parks and Open Space, and adopting new and revised code provisions in relation to the P1 Parks and Open Space Place Type and Civic Space; and move to include on the November 4, 2025 Consent Agenda for a second reading.**

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

Mayor Harris opened the Public Hearing at 10:38 p.m. for Bastrop Building Block (B3) Code amendment listed in Item 12I.

Public Hearing: No comments were submitted.

Mayor Harris closed the Public Hearing at 10:38 p.m. for Bastrop Building Block (B3) Code amendment listed in Item 12I.

MOTION: Council Member Meyer moved to approve the first reading of Ordinance No. 2025-73 as presented and to include on the November 4, 2025, agenda for the second reading. Council Member Plunkett seconded the motion. Motion carried unanimously.

- 12J. **Consider and act on Ordinance No. 2025-74 pertaining to a proposed amendment to Chapter 10 of the Code of Ordinances to revise the minimum number of residential lots or lot size that trigger parkland dedication requirements and to establish minimum park improvement standards as an alternative to park enrichment fee contributions and move to include on the November 4, 2025 City Council Agenda for a second reading.**

Submitted and Presented by: Brittany Epling, Senior Planner

MOTION: Council Member Plunkett moved to approve the first reading of Ordinance No. 2025-74 as presented and to include on the November 4, 2025, agenda for the second reading. Council Member Meyer seconded the motion. Motion carried unanimously.

- 12K. **Conduct a public hearing, consider and act on the first reading of Ordinance No. 2025-67 for a Zoning Concept Scheme request to rezone the project site from P-EC Employment Center to Planned Development District (“PDD”) with a base district of P4, for the area described as being 7.398 +/- acres out of the Steel Yard Subdivision, Lot 3, located at 2002 SH 95, Bastrop, TX 78602, within the city limits of Bastrop, Texas; and move to include on the November 4, 2025 City Council Consent agenda for a second reading.**

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

After Mayor Harris read Item 12K on Items for Individual Consideration, he announced that the item was going to be tabled to the December 9th Meeting.

- 12L. **Consider and act on Resolution No. R-2025-137, amending the Master Fee Schedule, General Provisions—Library to reflect various changes as attached in Exhibit A.**

Submitted and Presented by: Bonnie Pierson, Library Director

MOTION: Council Member Plunkett moved to approve Resolution No. R-2025-137 as presented. Council Member Fossler seconded the motion. Motion carried unanimously.

- 12M. **Consider and act on Ordinance no. 2025-80, approving a purchasing contract with Kraftsman Play Systems, Inc for \$2,868,102.88, utilizing Kraftsman Buy Board Purchasing Cooperative number #679-22.**

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

MOTION: Mayor Pro-Tem Kirkland moved to approve the first reading of Ordinance No. 2025-80 with the change to the new cooperative number of 781-25 and to include on the November 4, 2025, agenda for the second reading. Council Member Plunkett seconded the motion. Motion carried unanimously.

13. EXECUTIVE SESSION

Mayor Harris closed the Open Meeting to convene the City Council into Executive (Closed) Session at 10:45 p.m. pursuant to Texas Government Code, Chapter 551 as follows:

- 13A. **Section 551.074 Personnel to evaluate Mayor Ishmael Harris.**
- 13B. **Section 551.074 Personnel to evaluate Zoning Board of Adjustment Member Dock Jackson.**
- 13C. **Section 551.071 to seek the advice of legal counsel and to deliberate regarding possible litigation with North End Prairie.**

Before convening into Executive Session, Council Member Fossler announced that she has submitted a Conflict-of-Interest Statement to recuse herself from Item 13C, which is attached as Exhibit A.

14. 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 11:13 p.m. and called for any action as a result of the Executive Session.

- 13A. **Section 551.074 Personnel to evaluate Mayor Ishmael Harris.**

- 13B. Section 551.074 Personnel to evaluate Zoning Board of Adjustment Member Dock Jackson.
- 13C. Section 551.071 to seek the advice of legal counsel and to deliberate regarding possible litigation with North End Prairie.

No action was taken on Executive Session Items 13A, 13B, and 13C.

15. ADJOURNMENT – REGULAR MEETING

Upon receiving a motion duly made and a second to adjourn, Mayor Harris adjourned the October 21st Regular Meeting at 11:14 p.m.

CITY OF BASTROP, TEXAS

Ishmael Harris, Mayor

ATTEST:

Victoria Psencik, Assistant City Secretary

Exhibit A

Item 8Q.



CONFLICT OF INTEREST STATEMENT

I, Kerry L. Fossler, a local public official of the City of Bastrop, Texas (the City), make this affidavit and hereby on oath state the following:

Action being contemplated by the (please circle) City Council or Board/Commission at the 10/21/2025 Meeting, Agenda Item 13C may have an effect on a business entity or real property in which I have an interest. Such interest may be a "substantial interest" as that term is defined in Chapter 171 of the Texas Local Government Code. ~~The action being contemplated may have a special economic effect on the business entity or real property distinguishable from the effect on the public.~~ **Not applicable for Bastrop Code of Ethics**

1. The business entity or real property in which I have an interest is described as follows (*name; address; or lot description*): 2nd degree relative (sibling) ownership of: Farm Lot, BLOCK 13 E M ST, ACRES 3.962 (Property ID 126740), PECAN STREET BASTROP LLC, HOMES FOR GOOD FOUNDATION

2. The nature and extent of my interest in the business entity or real property is herein described by stating that either I or a person related to me in the ~~first degree~~ ^{second degree} by consanguinity (*blood*) or affinity (*marriage*), as determined by Chapter 573 of the Texas Government Code (*check all that apply*):

- own 10% or more of the voting stock or shares of the business entity;
- own 10% or more of the fair market value of the business entity;
- own \$15,000 or more of the fair market value of the business entity; and/or received funds that exceed 10% of gross income for the previous year;
- has an equitable or legal ownership in real property with a fair market value of \$2,500 or more.

3. Alternatively, even if I do not have a "substantial interest" as defined by Chapter 171 of the Texas Local Government Code, I am filing this affidavit so to avoid the appearance of impropriety. My interest may be described as follows:

I do not personally have a "substantial interest" in the disclosed entities and property, but relatives within the 3rd degree (as defined in the Bastrop Code of Ethics) have a P3 development/subdivision matter pending matter before city staff, with original application filed on 8/08/2022. I am disclosing and recusing myself from Executive Session Item 13C because it is specific to their property. This disclosure includes the previous calendar year.

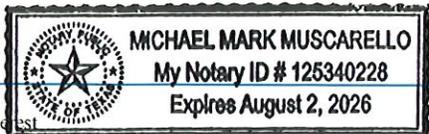
*** AFFIDAVIT ***

Upon the filing of this affidavit with the City/Board Secretary, I affirm that I shall abstain from any discussion, vote, or decision involving this business entity or real property unless a majority of the members of the governmental entity of which I am a member is likewise required to file and has filed affidavits declaring similar interests on the same official action.

SIGNED this 21st day of October 2025. [Signature]
Signature of Affiant

SWORN TO AND SUBSCRIBED BEFORE ME on this the 21st day of October, 2025.

Michael Muscarello
Notary Public in and for the State of Texas
My Commission Expires: August 2, 2026



CITY OF BASTROP

BASTROP CITY COUNCIL

SPECIAL CITY COUNCIL MEETING MINUTES

Tuesday, November 4, 2025

The Bastrop City Council met in a Regular Meeting at 6:30 p.m. on Tuesday, November 4, 2025, at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

Council Members Present

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

Staff Present

City Manager Sylvia Carrillo-Trevino
 Assistant City Manager / Fire Chief Andres Rosales
 Assistant City Attorney Natalie Kathleen Thamm
 City Secretary Michael Muscarello
 Assistant City Secretary Victoria Psencik
 Assistant to the City Manager Vivianna Andres
 Development Services Director James Cowey
 Police Chief Vicky Steffanic
 Public Information Manager Colin Guerra
 Parks and Recreation Director Jason Alfaro
 Project Manager Elizabeth Wick
 Assistant Finance Director Laura Allen
 Senior Planner Brittany Epling
 Executive Assistant to City Manager Taylor Andry

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

Michael and Daniel Orr, students with Adelton Elementary Dillo Squad (Safety Patrol), led the Pledge of Allegiance.

3. INVOCATION

City of Bastrop Police Chaplain Dale Burke delivered the Invocation.

4. PRESENTATIONS

4A. **Mayor's Report**

4B. **Council Members' Report**

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

4D. **PROCLAMATION – Arbor Day on November 8, 2025**

The proclamation was read and signed by Mayor Ishmael Harris.

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: Reta Ward.

8. **CONSENT AGENDA**

- 8A. **Consider and act on the second reading of Ordinance No. 2025-75, granting a one-year extension of the master plan expiration for the Reed Ranch Planned Development District, being 24.04 acres out of the Nancy Blakey Survey, as shown on Attachment 1, located at 615 W Highway 71, within the city limits of Bastrop, Texas.**

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

- 8B. **Consider and act on the second reading of Ordinance No. 2025-74 pertaining to a proposed amendment to Chapter 10 of the Code of Ordinances to revise the minimum number of residential lots or lot size that trigger parkland dedication requirements and to establish minimum park improvement standards as an alternative to park enrichment fee contributions.**

Submitted by: Brittany Epling, Senior Planner

- 8C. **Consider and act on the second reading of Ordinance No. 2025-73, amending the Bastrop Code of Ordinances, Chapter 14, Bastrop Building Block (B3) Code by changing the P1 Nature Place Type to P1 Parks and Open Space, and adopting new and revised code provisions in relation to the P1 Parks and Open Space Place Type and Civic Space.**

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

- 8D. **Consider and act on the second reading of Ordinance No. 2025-80, approving a purchasing contract with Kraftsman Play Systems, Inc for \$2,868,102.88, utilizing Kraftsman Buy Board Purchasing Cooperative number #781-25.**

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

- 8E. **Consider and act on the second reading of Ordinance No. 2025-79, abandoning and vacating a certain section of the Mill Street right-of-way and South Street right-of-way to the south of State Highway 71 and east of Lover's Lane; and authorizing the City Manager to execute any necessary documents to convey the City's remaining real property interests, if any, in said right-of-way to the adjacent owner.**

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

- 8F. **Consider and act on the second reading of Ordinance No. 2025-78, amending the Convention Center Capital budget by \$117,510 funded from Hotel Occupancy reserves to pay for necessary roof repairs to the Convention Center.**

Submitted by: Laura Allen, Assistant Finance Director

- 8G. **Consider and act on the second reading of Ordinance No. 2025-63, amending the Bastrop Code of Ordinances, Chapter 13, Article 13.12 – Impact Fees, Division 4 – Roadway Facilities, to apply the Roadway Impact Fee to newly annexed areas; amending the Service Areas Map to which the Roadway Impact Fees apply to include annexed areas.**

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

- 8I. **Consider and act on Resolution No. R-2025-139, approving an Interlocal Agreement between the City of Bastrop and the Capital Area Rural Transportation System (CARTS) for shuttle transportation services for City-sponsored, Hotel Occupancy Tax (HOT)-eligible events.**

Submitted by: Michaela Joyce, Discover Bastrop Director

Mayor Harris called for requests to remove any item from the Consent Agenda for separate discussion. Council Member Fossler requested Item 8H be removed.

* * * * *

- 8H. **Consider and act on Resolution No. R-2025-187 to authorize a Temporary Access and Use Agreement of city-owned property, described as property located on the unpaved portion of Newton Street, south of Highway 71, and east of Martin Luther King Drive, to Bastrop Executive, LLC.**

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

MOTION: Council Member Fossler moved to approve Resolution No. R-2025-187 with revision changes to Section 1.1, 1.4, and 2.1 of the Temporary Access and Use Agreement. Council Member Lowe seconded the motion. Motion carried unanimously.

* * * * *

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

MOTION: Council Member Meyer moved to approve the Consent Agenda as presented after Items 8A, 8B, 8C, 8D, 8E, 8F, and 8G were read into record by Mayor Harris with the exclusion of Item 8H. Council Member Lowe seconded the motion. Motion carried unanimously.

9. ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. **Consider and act on Resolution No. R-2025-181, approving a construction contract with Bull-G Construction, LLC for a not-to-exceed amount of Nine Hundred and Forty-Nine Thousand, Two Hundred Sixteen Dollars and Forty Cents (\$949,216.40) for the construction of the Highway 71 Sanitary Sewer Pipe Bursting Project.**

Submitted and Presented by: Elizabeth Wick, CFM, Project Manager

MOTION: Council Member Plunkett moved to approve Resolution No. R-2025-181 as presented. 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 7:19 p.m. pursuant to Texas Government Code, Chapter 551 as follows:

- 10A. **Section 551.074 to discuss the annual evaluation of the City Manager, Sylvia Carrillo-Trevino.**

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 7:58 p.m. and called for any action as a result of the Executive Session.

- 10A. **Section 551.074 to discuss the annual evaluation of the City Manager, Sylvia Carrillo-Trevino.**

No action was taken on Executive Session Item 10A.

12. ADJOURNMENT

Upon receiving a motion duly made and a second to adjourn, Mayor Harris adjourned the November 4th Special Meeting at 7:59 p.m.

CITY OF BASTROP, TEXAS

Ishmael Harris, Mayor

ATTEST:

Victoria Psencik, Assistant City Secretary

CITY OF BASTROP

BASTROP CITY COUNCIL

REGULAR CITY COUNCIL MEETING MINUTES

Tuesday, November 18, 2025

The Bastrop City Council met in a Regular Meeting at 5:00 p.m. on Tuesday, November 18, 2025, at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

Council Members Present

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

Staff Present

City Manager Sylvia Carrillo-Trevino
 Assistant City Manager / Fire Chief Andres Rosales
 City Attorney Charlie Zech
 City Secretary Michael Muscarello
 Assistant City Secretary Victoria Psencik
 Assistant to the City Manager Vivianna Andres
 Public Information Manager Colin Guerra
 Finance Director Judy Sandroussi
 Assistant Finance Director Laura Allen
 Executive Assistant to City Manager Taylor Andry

1. CALL TO ORDER

With a quorum present, Mayor Harris called the Regular City Council Meeting to order at 5:00 p.m.

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

Matilda Hernandez, student from Red Rock Elementary School, led the Pledge of Allegiance.

3. INVOCATION

City of Bastrop Police Chaplain Ketrich Steger delivered the Invocation.

4. CITIZEN COMMENT(S)

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

5. CONSENT AGENDA

5D. **Consider action to approve Resolution No. R-2025-196 awarding a Community Support Service Agreement to the Kerr Community Center for historic preservation, cultural arts and programming in the amount of \$50,000; and authorizing the City Manager to execute all necessary documents.**

Submitted by: Michaela Joyce, Discover Bastrop Director

- 5E. **Consider action to approve Resolution No. R-2025-195 awarding a Community Support Service Agreement to the Bastrop County Historical Society for operations and marketing of the Visitor Center in the amount of \$433,825; and authorizing the City Manager to execute all necessary documents.**

Submitted by: Michaela Joyce, Discover Bastrop Director

- 5F. **Consider action to approve Resolution No. R-2025-198 awarding a Community Support Service Agreement to the Bastrop African American Cultural Center for cultural arts and programming in the amount of \$50,000; and authorizing the City Manager to execute all necessary documents.**

Submitted by: Michaela Joyce, Discover Bastrop Director

- 5G. **Consider and act on Resolution No. R-2025-188, authorizing the City Manager to waive fifty percent of the building permit fees for the Bastrop County Development Services building to be located at 203 Jackson Street.**

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

- 5I. **Consider and act on Resolution No. R-2025-192, accepting donations to the City of Bastrop Fire Department, from Tractor Supply Company, in the amount of \$500.00; from Bluebonnet Electric Cooperative, in the amount of \$1,000.00.**

Submitted by: Andres Rosales, Assistant City Manager

- 5J. **Consider and act on Resolution No. R-2025-190, approving a professional services contract with Dial Development Services, Ltd. for a not-to-exceed amount of Sixty-Four Thousand, Eight Hundred Dollars (\$64,800.00) for construction inspection services as part of the Pavement Rehabilitation Project.**

Submitted by: Andres Rosales, Assistant City Manager

- 5L. **Consider and act to approve the Mayor to sign a Letter of Support expressing the City of Bastrop’s endorsement of establishing a Texas State University campus or satellite instructional center within the Bastrop community.**

Submitted by: Dori Kelley, Business Attraction, Retention, and Expansion Manager

Mayor Harris called for requests to remove any item from the Consent Agenda for separate discussion. Council Member Meyer requested Item 5K be removed. Council Member Fossler requested Items 5A, 5B, 5C, and 5H be removed.

* * * * *

5A. **Consider and act upon Ordinance No. 2025-82, amending the Bastrop Code of Ordinances, Chapter 1 (General Provisions), Article 1.10 (Boards, Commissions, and Committees), Section 1.10.001 (Parks Board), to add two ex officio positions with qualification criteria; and move to include on the December 9, 2025 agenda for a second reading.**

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

MOTION: Council Member Meyer moved to approve the first reading of Ordinance No. 2025-82 as presented and to include on December 9, 2025, Agenda for the second reading. Council Member Fossler seconded the motion. Motion carried unanimously.

* * * * *

5B. **Consider action to approve Resolution No. R-2025-194 awarding a Community Support Service Agreement to the Lost Pines Art Center for cultural arts programming and operations in the amount of \$167,950; and authorizing the City Manager to execute all necessary documents.**

Submitted by: Michaela Joyce, Discover Bastrop Director

MOTION: Council Member Fossler moved to approve Resolution No. R-2025-194 with “non-substantive modifications” to the service agreement. Council Member Plunkett seconded the motion. Motion carried unanimously.

* * * * *

5C. **Consider action to approve Resolution No. R-2025-195 awarding a Community Support Service Agreement to the Bastrop Opera House for cultural arts and theater services in the amount of \$194,000; and authorizing the City Manager to execute all necessary documents.**

Submitted by: Michaela Joyce, Discover Bastrop Director

MOTION: Council Member Fossler moved to approve Resolution No. R-2025-195 with “non-substantive modifications” to the service agreement. Council Member Lowe seconded the motion. Motion carried unanimously.

* * * * *

5H. **Consider and act on Resolution 2025-188 accepting Nani and Oahu streets located in Water Control and Improvement District No. 2 and incorporating them into the list of city-maintained streets.**

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

MOTION: Council Member Meyer moved to approve Resolution No. R-2025-188 with the notation of Oahu “Court” and Nani “Lane.” Mayor Pro-Tem Kirkland seconded the motion. Motion carried unanimously.

* * * * *

5K. **Consider and act on Resolution No. R-2025-191, approving a permit request to the Texas Department of Transportation (TXDOT) for the closure of Chestnut Street for the 2026 Mardi Gras Parade.**

Submitted by: Marco Olivares, Special Events Coordinator
Presented by: Michaela Joyce, Discover Bastrop Director

* * * * *

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

MOTION: Mayor Pro-Tem moved to approve the remainder of the Consent Agenda as presented, Items 5D, 5E, 5F, 5G, 5I, 5J, and 5L as well as Item 5K that was previously discussed. Council Member Plunkett seconded the motion. Motion carried unanimously.

6. ITEMS FOR INDIVIDUAL CONSIDERATION

6A. **Consider action to approve the first reading of Ordinance No. 2025-84 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2025 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date, and move to include on the Nov. 25, 2025 City Council agenda for a second reading.**

Submitted and Presented by: Laura Allen, Assistant Finance Director

MOTION: Mayor Pro-Tem Kirkland moved to approve the first reading of Ordinance No. 2025-84 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

7. EXECUTIVE SESSION

Mayor Harris closed the Open Meeting to convene the City Council into Executive (Closed) Session at 5:32 p.m. pursuant to Texas Government Code, Chapter 551 as follows:

7A. **Section 551.074 to deliberate the appointment, employment, and evaluation of the City Manager.**

8. 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 5:38 p.m. and called for any action as a result of the Executive Session.

7A. Section 551.074 to deliberate the appointment, employment, and evaluation of the City Manager.

No action was taken on Executive Session Item 7A.

9. ADJOURNMENT

Upon receiving a motion duly made and a second to adjourn, Mayor Harris adjourned the November 18th Regular Meeting at 5:38 p.m.

CITY OF BASTROP, TEXAS

Ishmael Harris, Mayor

ATTEST:

Victoria Psencik, Assistant City Secretary

DRAFT

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

MEETING MINUTES

Tuesday, November 18, 2025

A Joint Meeting of the Bastrop City Council and the Planning and Zoning Commission was conducted on Tuesday, November 18, 2025, at 6:30 p.m. at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

Council Members Present

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

Staff Present

City Manager Sylvia Carrillo-Trevino
 Assistant City Manager Andres Rosales
 City Attorney Charlie Zech
 City Secretary Michael Muscarello
 Assistant City Secretary Victoria Psencik
 Assistant to the City Manager Vivianna Andres
 Executive Assistant to City Manager Taylor Andry
 Public Information Officer Colin Guerra
 Development Services Director James Cowey
 Senior Planner Brittany Epling
 Planner I Alondra Macias
 Development Services Coordinator Nicole Peterson
 Discover Bastrop Director Michaela Joyce

Planning & Zoning Commissioners Present

Commissioner Chair Jordan Scott
 Commissioner Christopher Toth
 Commissioner Heather Greene
 Commissioner Gary Moss
 Commissioner David Barrow

Planning & Zoning Commissioners Absent

Commissioner Patrice Parsons
 Commissioner Keith Ahlborn
 Commissioner Jeffrey Estes (*resignation submitted 11/18/2025*)

11. CALL TO ORDER – WORK SESSION/JOINT MEETING WITH PLANNING AND ZONING COMMISSION

11A. Call to Order – City Council

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

11B. Call to Order – Planning and Zoning Commission

With a quorum being present, Commission Chair Scott called the Planning and Zoning Commission meeting to order at 6:31 p.m.

At this time, the Pledge of Allegiance to the United States of America and Texas Flags were led by Nick Castillo, a student from Red Rock Elementary School.

12. WORK SESSIONS/JOINT CITY COUNCIL AND PLANNING & ZONING MEETING

12A. Development Code Rewrite – Overview, Policy Direction, and Workshop Discussion.

Submitted and Presented by: Brittany Epling, Senior Planner
Presented by: James Cowey, Development Services Director

At this time, Mayor Harris called for any *Citizen Comments* related to the Workshop – Amy Mills submitted a comment and spoke.

MOTION: Commissioner Barrow moved to include single family as a conditional use permit for farming such as row crops. Commissioner Toth seconded the motion. Motion tied 2-2 with Commissioners Toth and Barrow voting “yes” and Commissioners Greene and Moss voting “no”. Commission Chair Scott broke the tie with a “yes” vote. Motion carried 3-2.

MOTION: Council Member Meyer moved to change the adjournment time to 8:45 pm. Mayor Pro-Tem Kirkland seconded the motion. Motion carried 4-1 with Council Member Fossler casting the single “no” vote.

13. ADJOURNMENT

13A. Adjourn – City Council

Upon receiving a motion duly made and a second to adjourn, Mayor Harris adjourned the City Council meeting at 8:40 p.m. without objection.

13B. Adjourn – Planning and Zoning Commission

Upon receiving a motion duly made and a second to adjourn, Commission Chair Scott adjourned the Planning and Zoning Commission meeting at 8:41 p.m. without objection.

CITY OF BASTROP, TEXAS

PLANNING AND ZONING COMMISSION

Ishmael Harris, Mayor

Jordan Scott, Commission Chair

ATTEST:

ATTEST:

Victoria Psencik, Assistant City Secretary

David Barrow, Commission Vice Chair



STAFF REPORT

MEETING DATE: December 9, 2025

TITLE:

TABLELED October 21, 2025: Conduct a public hearing, consider and act on the first reading of Ordinance No. 2025-67 for a Zoning Concept Scheme request to rezone the project site from P-EC Employment Center to Planned Development District (“PDD”) with a base district of P4, for the area described as being 7.398 +/- acres out of the Steel Yard Subdivision, Lot 3, located at 2002 SH 95, Bastrop, TX 78602, within the city limits of Bastrop, Texas; and move to include on the January 13, 2026 City Council Consent agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

James E. Cowey, Director of Development Services

ITEM DETAILS:

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

BACKGROUND/HISTORY:

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

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

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

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

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

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

Drainage

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

Utilities

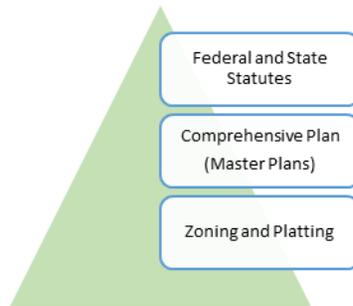
Wastewater and water service (domestic and fire) will be provided by the City of Bastrop via line extensions, exact locations to be determined prior to platting. These lines will be designed according to the City’s construction standards, as well as the Texas Commission on Environmental Quality’s (TCEQ)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

Electric service provided by Bastrop Power and Light.

Gas will be provided by CenterPoint Energy.

Traffic Impact and Streets

This zoning concept plan was designed in order to maximize pedestrian and vehicular circulation within the development. There will be public streets that connect the property to Linden Street and State Highway 95. The developer will construct the extension of Linden Street, extending the 55.55’ public right of way from Linden Street to State Highway 95. A traffic impact analysis is not required at this time.



Texas Local Government Code

Sec. 211.006. PROCEDURES GOVERNING ADOPTION OF ZONING REGULATIONS AND DISTRICT BOUNDARIES. (a) The governing body of a municipality wishing to exercise the authority relating to zoning regulations and zoning district boundaries shall establish procedures for adopting and enforcing the regulations and boundaries. A regulation or boundary is not

effective until after a public hearing on the matter, at which parties in interest and citizens have an opportunity to be heard. Before the 15th day before the date of the hearing, notice of the time and place of the hearing must be published in an official newspaper or a newspaper of general circulation in the municipality.

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

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

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

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

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

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

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

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

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

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

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

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

Compliance with 2036 Comprehensive Plan:

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

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

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

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

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

FISCAL IMPACT:

None

RECOMMENDATIONS:

PLANNING AND ZONING COMMISSION RECOMMENDATION:

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

CITY COUNCIL MOTION:

Motion was made by Mayor Pro-Tem Kirkland to table the item until the next regularly scheduled City Council Meeting (9/23/20025), and to discuss additional direction from Council to Staff following the motion. The motion received a second from Council Member Plunkett. The motion carried unanimously.

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

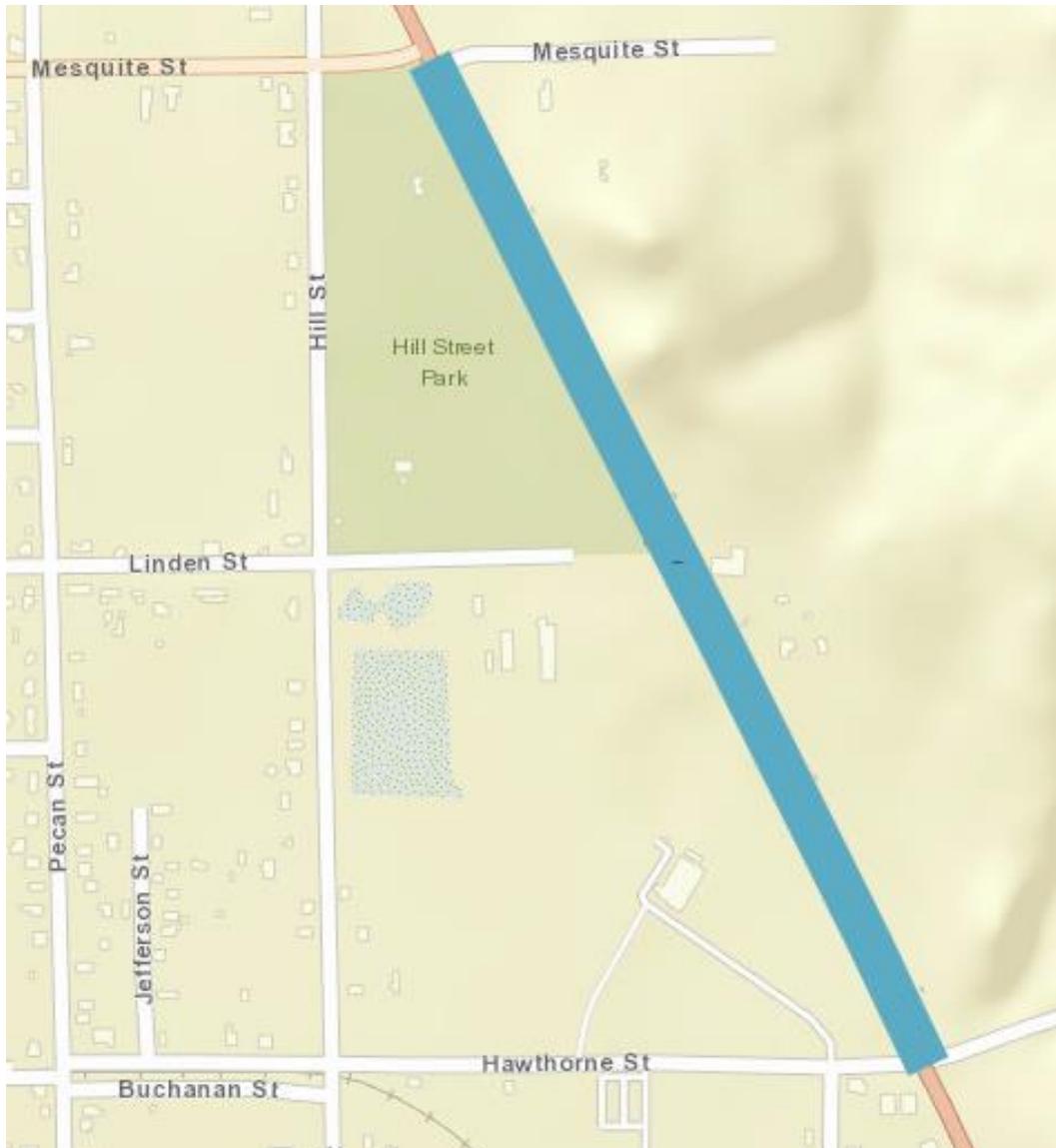
- Request a Traffic Impact Analysis (TIA) from the Developer
 - The TIA can be based on traffic tables and uses
- Amend the parking multiplier (ratio) to be a clearer standard instead of the currently proposed 1.2 parking spaces;
- Discuss with the community the connection at Linden Street
 - There was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

TOWN HALL MEETING:

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

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

After the October 21, 2025, meeting city staff began to work with Shiva Shankar with Paradise Engineers LLC, the city's third-party traffic engineer Jake Gutekunst and team with The Good Man Corp, and TXDOT to do an overall traffic study for State Highway 95 starting from Mesquite Street to Hawthorne St which will encompass Linden Street as shown below. There is a meeting scheduled to further discuss the project with them on December 1, 2025. The developer has begun the discussion with TXDOT and has received informal approval of right and left turn lanes into their development from State Highway 95.



STAFF RECOMMENDATION:

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

ATTACHMENTS:

- Attachment 1: Ordinance No. 2025-67
 - Exhibit A: Location Map
 - Exhibit B: Crossings at 95 PDD
 - Exhibit C: Crossings at 95 Concept Plan
 - Exhibit D: Memo with Warrant List Outlined

ORDINANCE NO. 2025-67

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

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

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

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

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

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

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

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

to be reasonable and proper under the circumstances.

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

- Section 1. Findings of Fact.** The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.
- Section 2.** The property, 7.398 acres out of the Steel Yard Subdivision, Lot 3 is rezoned from P-EC Employment Center to a PDD with a base district of P4 Mix, and a Zoning Concept Scheme is established, located at 2002 SH 95, within the City Limits of Bastrop, Texas as more particularly known as the Crossings at 95 as shown in Exhibit A.
- Section 3. Severability.** If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.
- Section 4. Codification.** The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.
- Section 5. Repeal.** This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.
- Section 6. Effective Date.** This Ordinance shall be effective immediately upon passage and publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.
- Section 7. Proper Notice and Meeting.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

Signature page to follow

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

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

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

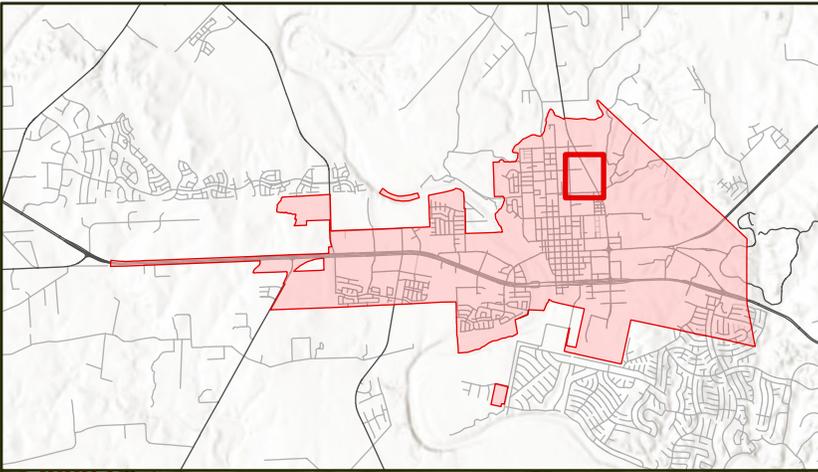
Michael Muscarello, City Secretary

APPROVED AS TO FORM:

City Attorney



Rezone PID 48066



2/17/2025

0 100 200 300 400 ft



Scale 1:4,000

The City of Bastrop, Texas makes no warranties regarding the accuracy or completeness of the information used to compose this map or the data from which it was produced. The map does not purport to depict the boundaries between private and public lands. This map is general in nature and is not for navigational purposes.

Draft _____, 2025

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

Planned Development District Agreement

between the

City of Bastrop, Texas

&

Iron Realty LLC - Bastrop, a Texas limited partnership

Approved by the Planning & Zoning Commission on:
_____, 2025.

Approved by the City Council on:
_____, 2025.

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

RECITALS

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

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

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

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

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

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

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

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

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

ARTICLE I. GENERAL PROVISIONS

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

The development will be divided into four lots:

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

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

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

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

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

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

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

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

City Council: The governing body of the City.

City Engineer: The engineer of the City.

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

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

Development Standards: As defined in Section 1.3.

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

HWY 95 Improvements: As defined in Section 2.3.4.

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

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

Original Zoning Ordinance: As defined in the Recitals.

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

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

Property: As defined in the Recitals.

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

TIA: Shall mean the Traffic Impact Analysis

Warrants: As defined in the Recitals.

ARTICLE II. PD MASTER PLAN

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

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

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

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

2.3 Access.

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

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

2.3.3 Linden Street Improvements (Public Improvement Construction Plans):

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

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

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

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

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

2.5 Impervious Cover. There shall be a total of no more than **75%** impervious cover on the Property as a whole, impervious cover may be averaged over the entire Property allowing some lots increased impervious cover offset by lots with lesser impervious cover. As part of the development, rainwater harvesting tanks will be incorporated to the greatest extent possible during the site plan phase.

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

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

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

2.7 Development Plan & Construction.

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

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

2.8 Fees. Owner shall pay the City’s standard application, review and development fees, as set out in the City’s Fee Schedule Ordinance in effect as of the Effective Date. The City’s consultant costs directly and exclusively related to this Agreement shall be reimbursed by the Owner to the City.

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

ARTICLE III. UTILITY CAPACITY

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

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

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

ARTICLE IV. APPLICABLE RULES & REGULATIONS

- 4.1 Intent.** The parties intend that this Agreement authorize certain Property uses and development on the Property; provide for the uniform review and approval of plats and development plans for the Property; provide exceptions to certain ordinances; and provide other terms and consideration. It is the intent of the City and Owner that these vested development rights include the character of land uses and the development of the Property in accordance with the standards and criteria set forth in this Agreement and the Code, as modified in accordance with the exceptions set forth in this Agreement.
- 4.2 Applicable Rules.** Each application for a City Permit including a Site Plan, that may be filed with the City for the Project, shall comply with, and shall be reviewed, processed and approved, only in accordance with the terms of the ordinances that were in enacted on or before the Effective Date, except as modified by this Agreement, subject to the exceptions set forth below. The provisions of this Section shall not apply to the following types of City ordinances, rules, and regulations:
- (a) International building, fire electrical, plumbing, or mechanical codes of the type typically found in the City Code;
 - (b) Ordinances and regulations for utility connections (other than with regard to utility capacity commitments described in **Article III** of this Agreement); and
 - (c) Ordinances and regulations to prevent the imminent destruction of property or injury to persons.

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

4.3. Owner's Right to Continue Development.

4.3.1 In consideration of Owner's agreements hereunder, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose:

- (a) any moratorium on building or development within the Property; or
- (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Property.

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

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

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

4.3.4 The approval of the preliminary plat of all or a portion of the Property shall expire twenty-four (24) months after the City's approval unless:

- 1. A corresponding final plat on the Property (or a portion of the Property) approved on the preliminary plat is filed; or
- 2. An extension is granted by the City.

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

4.6 Site Development Plan Review

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

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

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

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

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

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

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

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

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

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

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

4.7. Approval Process.

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

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

ARTICLE V. TERM, ASSIGNMENT & AMENDMENT

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

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

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

54 Cooperation

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

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

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

ARTICLE VI. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

Owner:

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

City of Bastrop:

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

6.8 Effective Date. This Agreement shall be effective from and after the date of due execution hereof by all parties.

6.9 Binding Effect. This Agreement and the PD Master Plan bind and benefit the Owner and its successors and assigns.

6.10 List of Exhibits. The following attachments and exhibits are attached hereto and incorporated into this Agreement for all intents and purposes.

6.11 Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as unavailability of materials, labor shortages, natural calamity, fire or strike.

6.12 Estoppel Certificates. From time to time upon written request by any seller or purchaser of all or a portion of the Property, or any lender or prospective lender of the Owner or its assignees, the City shall execute a written estoppel certificate to such seller or purchaser stating, if true that the City has not given or received any written notices alleging any events of default under this Agreement.

Attachment "A"

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

[Signatures on following page.]

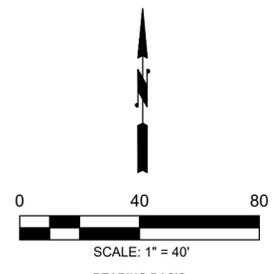
ATTACHMENT "A"

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

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

Item 9A.



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

LEGEND

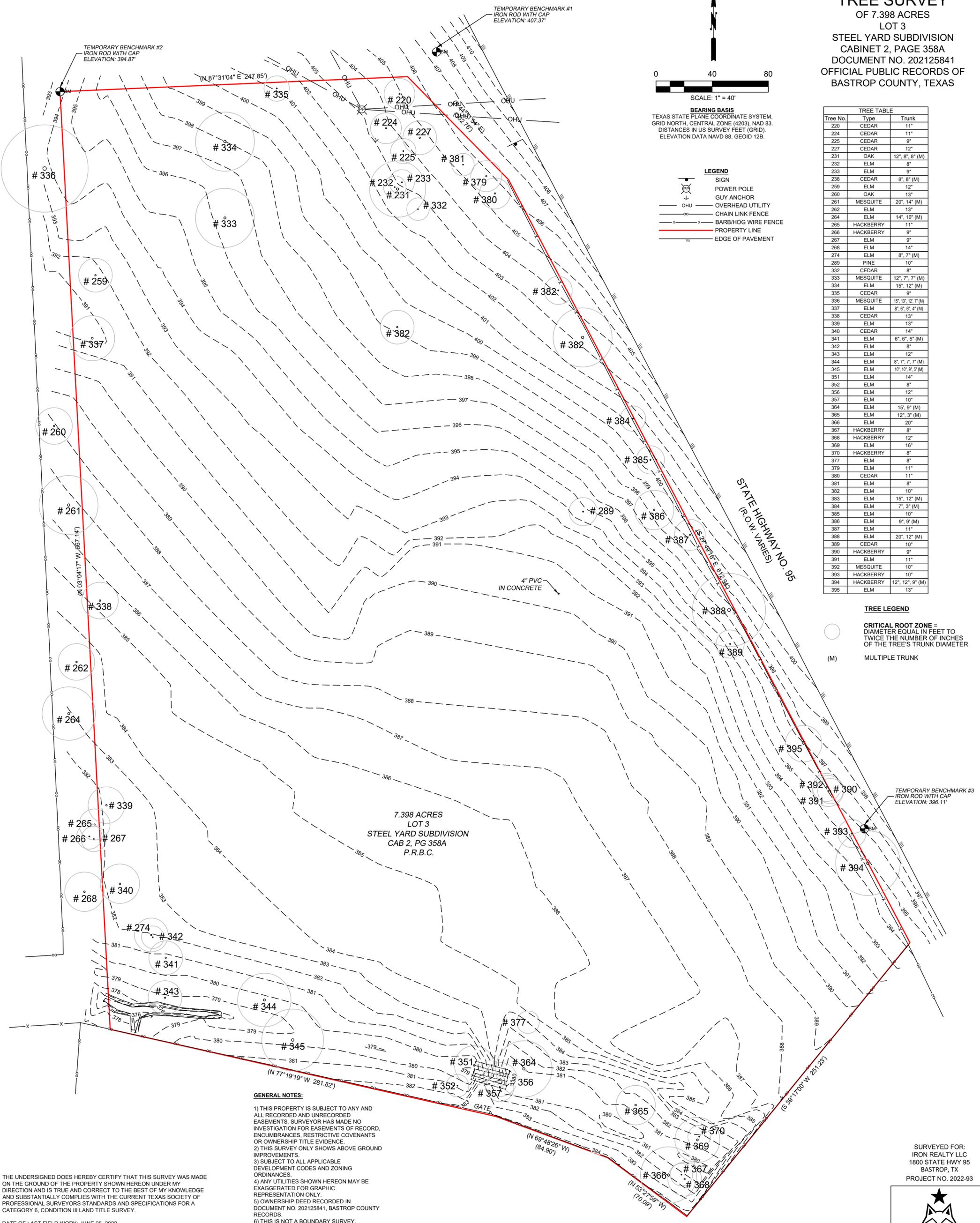
- SIGN
- POWER POLE
- GUY ANCHOR
- OVERHEAD UTILITY
- CHAIN LINK FENCE
- BARB/HOG WIRE FENCE
- PROPERTY LINE
- EDGE OF PAVEMENT

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

TREE LEGEND

CRITICAL ROOT ZONE = DIAMETER EQUAL IN FEET TO TWICE THE NUMBER OF INCHES OF THE TREE'S TRUNK DIAMETER

(M) MULTIPLE TRUNK



GENERAL NOTES:

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

FLOOD INFORMATION

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

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

DATE OF LAST FIELD WORK: JUNE 25, 2022

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

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



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



ATTACHMENT "A"

EXHIBIT "B"

PD MASTER PLAN & PROPOSED LOT SUBDIVISION



REVISION	DESCRIPTION	DATE
2	3RD DRAFT SUBMITTAL TO CLIENT	JAN 16, 24
3	4TH DRAFT SUBMITTAL TO CLIENT	MAR 18, 24
4	5TH DRAFT SUBMITTAL TO CLIENT - LINDEN ST. IMPROVEMENTS	JUL 15, 24
5	6TH DRAFT SUBMITTAL TO CLIENT - LINDEN ST. IMPROVEMENTS	JUL 18, 24
6	7TH DRAFT SUBMITTAL TO CLIENT - LINDEN ST. IMPROVEMENTS	DEC 06, 24
7	8TH DRAFT SUBMITTAL - PDD	AUG 07, 25

EXHIBIT B - PD MASTER PLAN

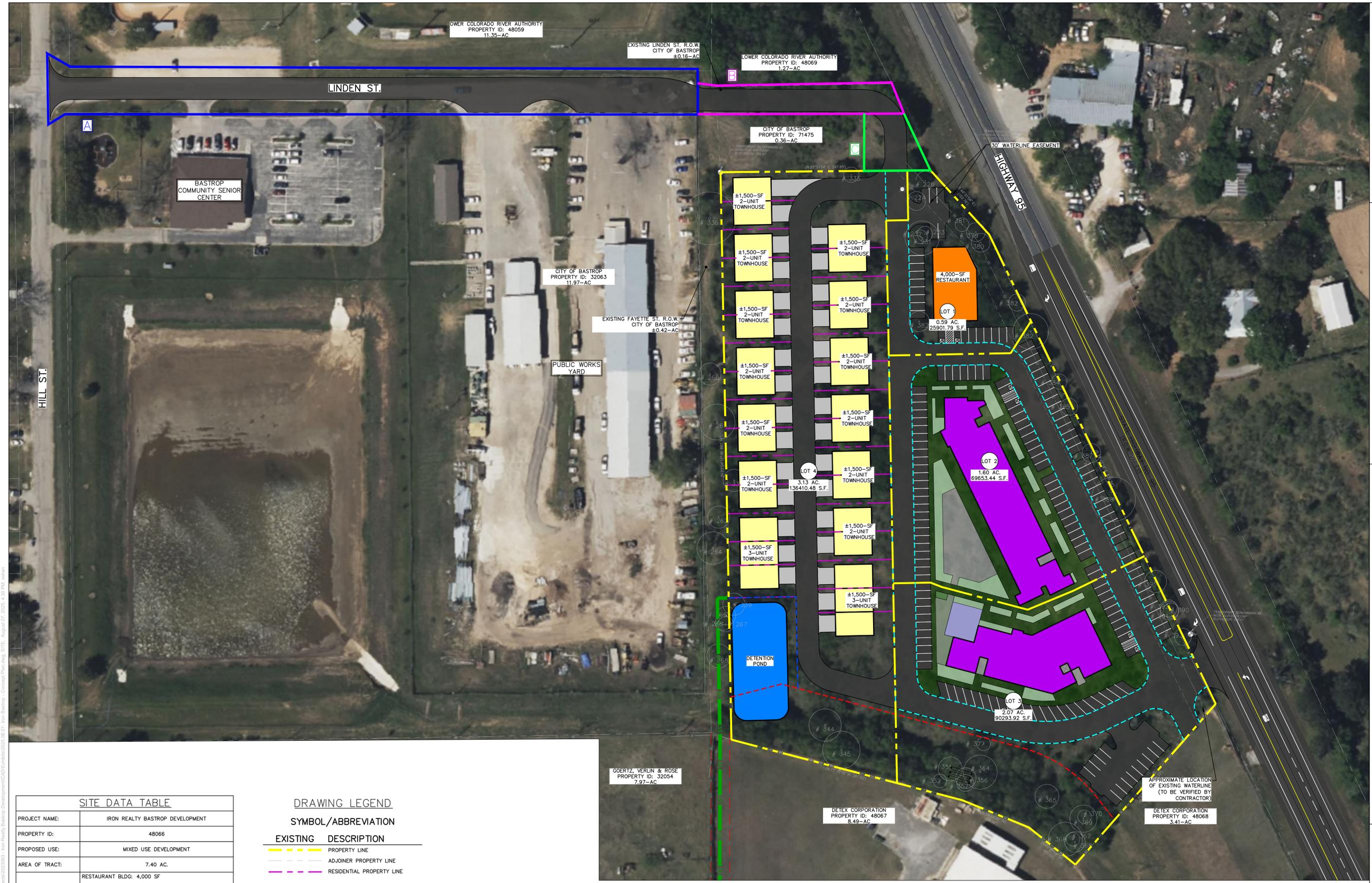
CROSSINGS @ 95
PROPERTY ID: 48066
CITY OF BASTROP, TX

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, MARK-UP, AND/OR DRAFTING UNDER THE AUTHORITY OF MAHMOUD SAM DEHAYBI, P.E. #135725
ON AUGUST 7, 2025.
IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

DESIGN	DRAWN	CHKD
SS	SS	MSD

JOB No. 2023063

SHEET 1A OF 4



LOWER COLORADO RIVER AUTHORITY
PROPERTY ID: 48059
11.35-AC

EXISTING LINDEN ST. R.O.W.
CITY OF BASTROP
±0.16-AC

LOWER COLORADO RIVER AUTHORITY
PROPERTY ID: 48069
1.27-AC

CITY OF BASTROP
PROPERTY ID: 71475
0.36-AC

BASTROP
COMMUNITY SENIOR
CENTER

CITY OF BASTROP
PROPERTY ID: 32063
11.97-AC

EXISTING FAYETTE ST. R.O.W.
CITY OF BASTROP
±0.42-AC

PUBLIC WORKS
YARD

4,000-SF
RESTAURANT

0.59 AC.
25901.79 S.F.

LOT 2
1.60 AC.
69653.44 S.F.

LOT 4
3.13 AC.
136410.48 S.F.

LOT 3
2.07 AC.
90293.92 S.F.

GOERTZ, VERLIN & ROSE
PROPERTY ID: 32054
7.97-AC

DETEX CORPORATION
PROPERTY ID: 48067
8.49-AC

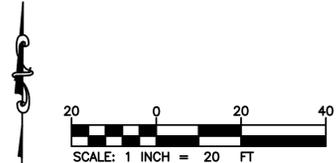
DETEX CORPORATION
PROPERTY ID: 48068
3.41-AC

SITE DATA TABLE

PROJECT NAME:	IRON REALTY BASTROP DEVELOPMENT
PROPERTY ID:	48066
PROPOSED USE:	MIXED USE DEVELOPMENT
AREA OF TRACT:	7.40 AC.
BUILDINGS:	RESTAURANT BLDG: 4,000 SF TOWNHOUSES: 30 UNITS APARTMENTS: 1ST FLOOR 25,500-SF RETAIL 2ND TO 4TH FLOOR 54 APARTMENT UNITS
VEHICULAR PARKING SUMMARY:	RETAIL - 1 SPACE/300-SF = 85 SPACES RESTAURANT - 1 SPACE/200-SF = 20 SPACES APARTMENTS - 1.3 SPACE/UNITS = 71 SPACES RECOMMENDED: 176 SPACES PROVIDED: 180 SPACES (INCLUDING HANDICAP)

DRAWING LEGEND

SYMBOL/ABBREVIATION	DESCRIPTION
	PROPERTY LINE
	ADJOINER PROPERTY LINE
	RESIDENTIAL PROPERTY LINE



THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

Crossings @ 95 EOPC - Liden Street Improvements

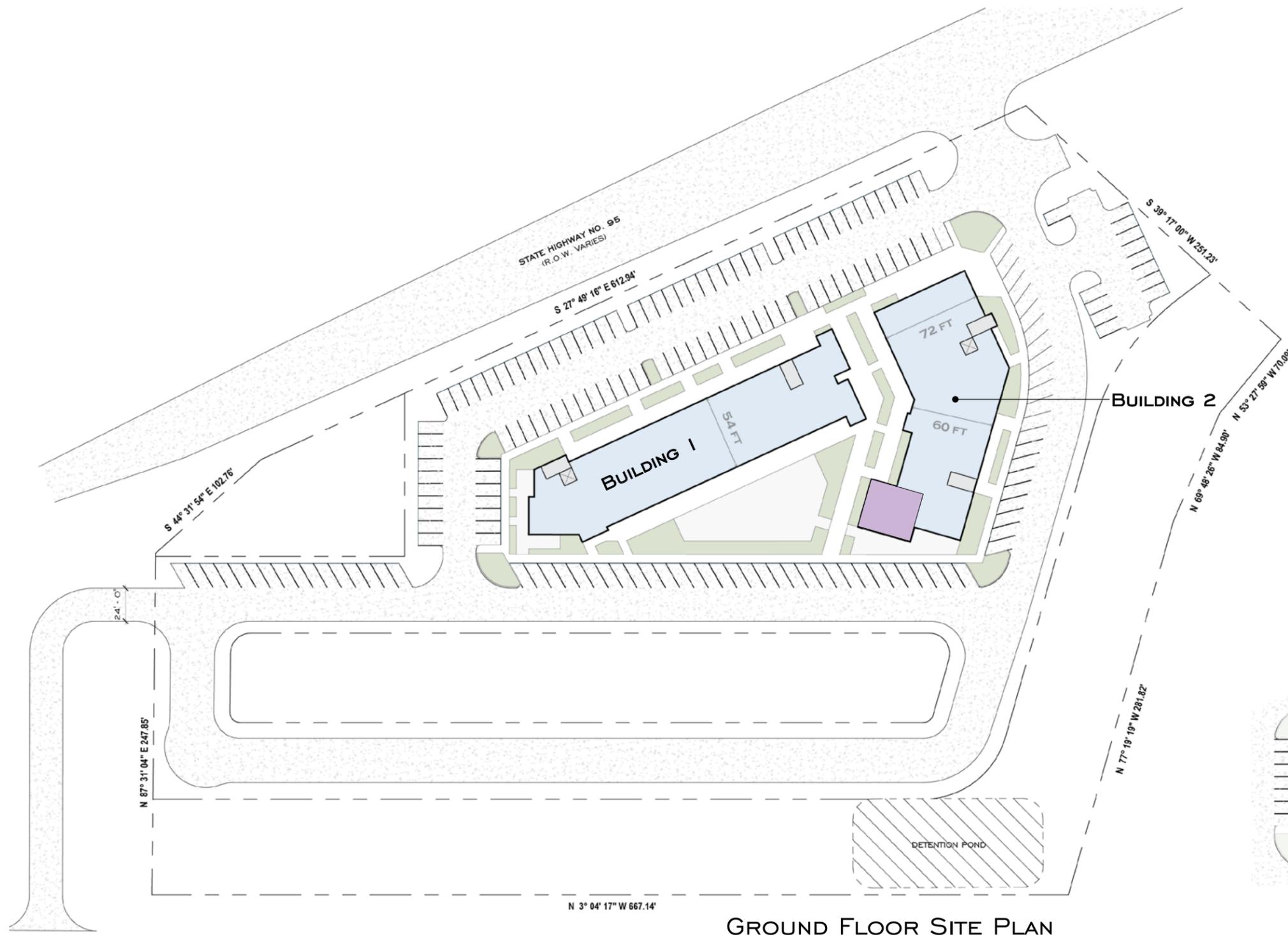
Category	Description	Quantity	Unit	Unit Cost	Total Cost	
Liden Street Improvements	SECTION A +/-800-LF	4" Hot Mix Asphalt (HMA) Type D	711	SY	\$ 42.00	\$ 29,866.67
		8" Crushed Limestone Base	711	SY	\$ 14.00	\$ 9,955.56
		8" Stabilized Subgrade	711	SY	\$ 25.00	\$ 17,777.78
		1/2" Hot Mix Asphalt (HMA) Type D	1,600	SY	\$ 10.00	\$ 16,000.00
		Earthworks (Cut/Fill)	1	LS	\$ 25,000.00	\$ 25,000.00
		Traffic Control	1	LS	\$ 7,500.00	\$ 7,500.00
		Erosion Control	1	LS	\$ 5,000.00	\$ 5,000.00
	Liden Street Improvements Total					\$ 111,100.00
	SECTION B +/-235-LF	4" Hot Mix Asphalt (HMA) Type D	679	SY	\$ 42.00	\$ 28,513.33
		8" Crushed Limestone Base	679	SY	\$ 14.00	\$ 9,504.44
		8" Stabilized Subgrade	679	SY	\$ 25.00	\$ 16,972.22
		Earthworks (Cut/Fill)	1	LS	\$ 5,000.00	\$ 5,000.00
		Erosion Control	1	LS	\$ 1,500.00	\$ 1,500.00
	Liden Street Improvements Total					\$ 61,490.00
	SECTION C +/-150-LF	4" Hot Mix Asphalt (HMA) Type D	433	SY	\$ 42.00	\$ 18,200.00
		8" Crushed Limestone Base	433	SY	\$ 14.00	\$ 6,066.67
		8" Stabilized Subgrade	433	SY	\$ 25.00	\$ 10,833.33
		Earthworks (Cut/Fill)	1	LS	\$ 5,000.00	\$ 5,000.00
		Erosion Control	1	LS	\$ 1,500.00	\$ 1,500.00
	Liden Street Improvements Total					\$ 41,600.00
Parking Lot	SECTION D Parking Lot	4" Hot Mix Asphalt (HMA) Type D	522	SY	\$ 42.00	\$ 21,933.33
		8" Crushed Limestone Base	522	SY	\$ 14.00	\$ 7,311.11
		8" Stabilized Subgrade	522	SY	\$ 25.00	\$ 13,055.56
		Earthworks (Cut/Fill)	1	LS	\$ 2,500.00	\$ 2,500.00
		Stripping	1	LS	\$ 10,000.00	\$ 10,000.00
		Erosion Control	1	LS	\$ 1,500.00	\$ 1,500.00
Liden Street Improvements Total					\$ 56,300.00	

***Disclaimer:** The cost estimates provided above are for general guidance only and should not be used as final pricing. These are preliminary estimates, and exact costs can only be determined through a contractor's bid upon completion of the final design. Additionally, the quantities listed should NOT be used for any bidding purposes. Quantities to be verified and updated after receiving final approval from the City.*

ATTACHMENT "A"

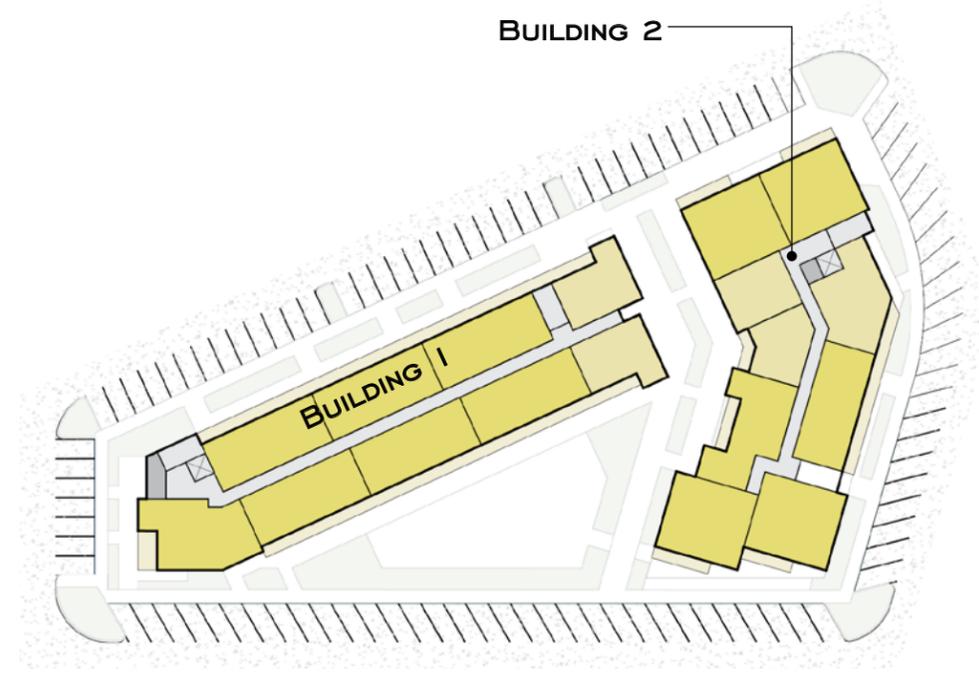
EXHIBIT "C"

ARCHITECTURAL RENDERINGS



GROUND FLOOR SITE PLAN

BUILDING 1				BUILDING 2			
COMMERCIAL				RESIDENTIAL			
TYPE	LEVEL	NET SF PER LEVEL		TYPE	LEVEL	NET SF PER LEVEL	
RETAIL	1	13,333 SF		RETAIL	1	10,656 SF	
CORRIDOR+ STAIR + ELEV.			500 SF	LEASING OFFICE	1	1,438 SF	
CORRIDOR+ STAIR + ELEV.			500 SF	CORRIDOR+ STAIR + ELEV.			500 SF
GROSS SF.			13,833 SF	GROSS SF.			12,624 SF
RESIDENTIAL				RESIDENTIAL			
TYPE	UNIT COUNT	LEVEL	NET SF PER LEVEL	TYPE	UNIT COUNT	LEVEL	NET SF PER LEVEL
1 BED	2	2, 3 & 4	1,919 SF	1 BED	2	2, 3 & 4	2,967 SF
2 BED	7	2, 3 & 4	9,687 SF	2 BED	6	2, 3 & 4	8,476 SF
			9				8
CORRIDOR+ STAIR + ELEV.			2,304 SF	CORRIDOR+ STAIR + ELEV.			1,612 SF
GROSS SF.			13,910 SF	GROSS SF.			13,055 SF
BALCONIES			2,327 SF	BALCONIES			1,258 SF
TOTAL AREA PER FLOOR			16,237 SF	TOTAL AREA PER FLOOR			14,313 SF
RESIDENTIAL:				RESIDENTIAL:			
11,606 SF X 3 BUILDING STORY			34,818 SF	11,443 SF X 3 BUILDING STORY			34,329 SF
R. GROSS AREA:				R. GROSS AREA:			
13,910 SF X 3 BUILDING STORY			41,730 SF	13,055 SF X 3 BUILDING STORY			39,165 SF



TYP. RESIDENTIAL FLOOR (2-4)



VIEW 1

View 1 - Program

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



VIEW 2

View 2 - Program

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



Exterior Rendering

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



Exterior Rendering

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



Exterior Rendering

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



Exterior Rendering

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



Exterior Rendering

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

ATTACHMENT “A”

EXHIBIT “D”

WARRANTS

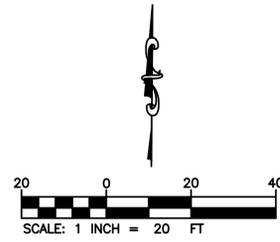
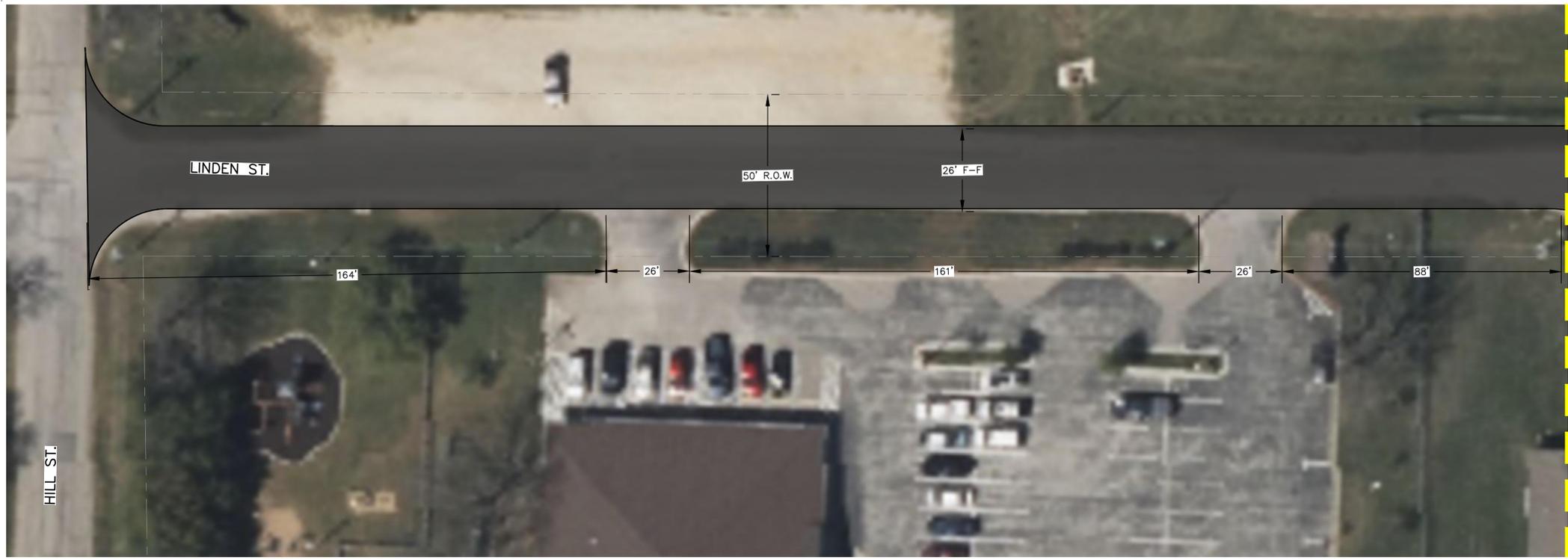
B3 Code Section	Description	Proposed Alternative
3.2.008 Sidewalks	Min. 5' sidewalks on both sides of street or one 10' sidewalk on side of street	Due to the minimum right-of-way for Liden Street, no additional sidewalk is required for the existing section of Liden Street (Section 2.3.3 A). And a 5-foot sidewalk is required only on the south side of the new portion of Liden Street (Sections 2.3.3 B and C).
5.2.002(b)	Preferred block size is 330' by 330' and max block perimeter of 1,320'	Maximum block perimeter shall not exceed 1000' for all publicly dedicated roadways. Internal private driveways with a maximum width of 30' and a minimum width of 25' can be utilized to provide internal circulation within the maximum block perimeter. (As shown on Exhibit B). Street trees and sidewalks are not required on internal circulation driveways.
6.3.003(a)(3)	Building façade to be located within 30' of street corner and parking prohibited in First Layer	Not Required
6.3.005(d) (3)	For Corner Lots, driveways must be located in the Secondary Frontage	Not Required
6.3.005(d) (6)	For lots with more than 80' of frontage, driveway spacing shall be 300'	Not required.
6.3.006(a)	Max. Parking to be based on market and determined by DRC at Site Plan	Not required.
6.3.006(b) (2)	Requires parking to be 1 space per bedroom for multfamily	Parking shall be min. 1.2 spaces per multifamily unit.
6.3.006(b) (2a)	Minimum parking space as measuring ten feet by twenty feet (10' x 20').	Minimum parking space will be measured at nine feet by eighteen feet (9' x 18').
6.3.006(b) (5)	Requires parking to be located in the 2nd or 3rd Layer	Parking shall be allowed to be located in any layer.
6.3.006(b) (8)	Requires all parking to be screened either by buildings or other screening material	Not Required
6.3.006(b) (9)	Prohibits parking to be located within the rear setback	Parking shall be allowed in any rear setback.
6.3.008(d)	Max first floor story of a commercial building cannot exceed 25' from floor to ceiling	Maximum ceiling heights shall be up to 35'.
6.3.009(b)	Building frontage façade must be parallel to the ROW Frontage Line	Not required.
6.5.003	-70 percent max lot coverage; -60% minimum buildout at build-to-line; -Build-to-line is 5-15 ft	Per section 2.5
6.5.003	Building Height (Stories) - Max 3 - Principal Building	The building stories will be per section 1.2
7.1.002(k)	To prevent future conflicts regarding Street maintenance, private Streets are prohibited, except where justified by special considerations.	Allowing for streets to be privately owned, managed, and maintained is fiscally sustainable.
7.5.004	Plazas not permitted in P4 and require a minimum size of ½ acre.	Walkway easement/plazas will be as shown on Exhibit B.

ATTACHMENT "A"

EXHIBIT "E"

LINDEN STREET IMPROVEMENTS

Z:\Shared\Paradise\Paradise Engineers\Projects\20230603 - Iron Roddy Bastrop Development\CADD\Exhibits\2025 08 07 - Iron Bastrop - Concept Plan.dwg, SITE (2) - August 07, 2025, 4:51 PM, wshw



SEE CONTINUATION BELOW



SEE CONTINUATION ABOVE



REVISION	DESCRIPTION	DATE
2	3RD DRAFT SUBMITTAL TO CLIENT	JAN 16, 24
3	4TH DRAFT SUBMITTAL TO CLIENT	MAR 18, 24
4	5TH DRAFT SUBMITTAL TO CLIENT - LINDEN ST. IMPROVEMENTS	JUL 15, 24
5	6TH DRAFT SUBMITTAL TO CLIENT - LINDEN ST. IMPROVEMENTS	JUL 18, 24
6	7TH DRAFT SUBMITTAL TO CLIENT - LINDEN ST. IMPROVEMENTS	DEC 06, 24
7	8TH DRAFT SUBMITTAL - PDD	AUG 07, 25

EXHIBIT E - LINDEN STREET IMPROVEMENTS
CROSSINGS @ 95
PROPERTY ID: 48066
CITY OF BASTROP, TX

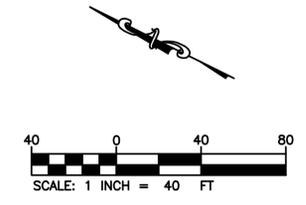
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DESIGN	DRAWN	CHKD
SS	SS	MSD
JOB No. 2023063		
SHEET		
2 OF 4		

ATTACHMENT "A"
EXHIBIT "F"
HWY 95 IMPROVEMENTS



REVISION	DESCRIPTION	DATE
2	3RD DRAFT SUBMITTAL TO CLIENT	JAN 16, 24
3	4TH DRAFT SUBMITTAL TO CLIENT	MAR 18, 24
4	5TH DRAFT SUBMITTAL TO CLIENT - LINDEN ST. IMPROVEMENTS	JUL 15, 24
5	6TH DRAFT SUBMITTAL TO CLIENT - LINDEN ST. IMPROVEMENTS	JUL 18, 24
6	7TH DRAFT SUBMITTAL TO CLIENT - LINDEN ST. IMPROVEMENTS	DEC 06, 24
7	8TH DRAFT SUBMITTAL - PDD	AUG 07, 25

EXHIBIT F - HWY 95 IMPROVEMENTS
CROSSINGS @ 95
PROPERTY ID: 48066
CITY OF BASTROP, TX

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



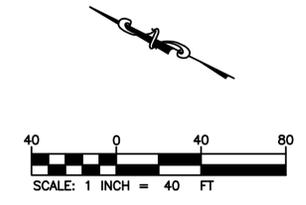
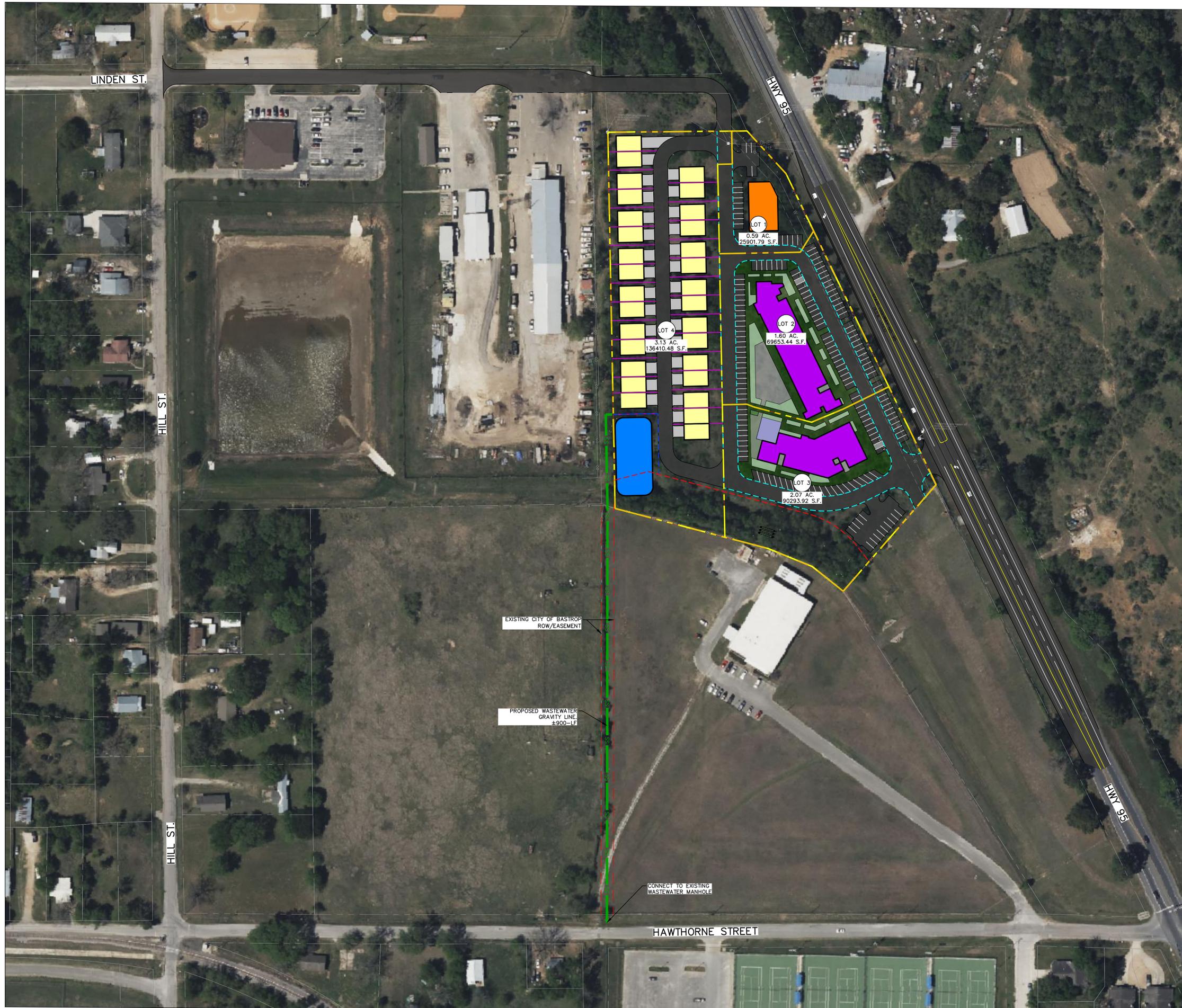
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ATTACHMENT "A"

EXHIBIT "G"

OFFSITE WASTEWATER LINE IMPROVEMENTS

Z:\Shared\Paradise\Paradise Engineers\Projects\20230603 - Iron Roosty Bastrop Development\CADD\external\2023 08 07 - Iron Bastrop - Concept Plan.dwg, SITE (A) - August 07, 2023, 4:41 PM, usain



REVISION	DESCRIPTION	DATE
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3	4TH DRAFT SUBMITTAL TO CLIENT	MAR 18, 24
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6	7TH DRAFT SUBMITTAL TO CLIENT - LINDEN ST. IMPROVEMENTS	DEC 06, 24
7	8TH DRAFT SUBMITTAL - PDD	AUG 07, 25

EXHIBIT G - OFFSITE WASTEWATER IMPROVEMENTS
CROSSINGS @ 95
PROPERTY ID: 48066
CITY OF BASTROP, TX

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



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ATTACHMENT "A"

EXHIBIT "H"

FORM OF COMPLETION AGREEMENT

Item 9A.

11

PRELIMINARY NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PROJECT AND NOT FOR ANY OTHER PROJECT. ANY REVISIONS, CHANGES, OR ADDITIONS TO THIS DOCUMENT SHALL BE MADE BY THE DESIGNER AND NOT BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED HEREON. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE DESIGNER.

DESIGN CHINA SS MS MD APR 18, 24
 IN ALABAMA, ANY PART OF THE CONTRACT SHALL BE VOID IF THE CONTRACTOR FAILS TO OBTAIN THE NECESSARY PERMITS FROM THE LOCAL GOVERNMENT AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL GOVERNMENT AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED HEREON. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE DESIGNER.

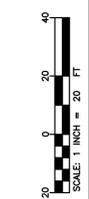


EXHIBIT B - PD MASTER PLAN

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

REVISIONS

REVISION	DESCRIPTION	DATE
1	3RD DRAFT SUBMITTAL TO CLIENT	JAN 16, 24
2	3RD DRAFT SUBMITTAL TO CLIENT	JAN 16, 24
3	4TH DRAFT SUBMITTAL TO CLIENT	MAR 18, 24
4	5TH DRAFT SUBMITTAL TO CLIENT - LINDEN ST IMPROVEMENTS	JUL 18, 24
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6	7TH DRAFT SUBMITTAL TO CLIENT - LINDEN ST IMPROVEMENTS	DEC 06, 24
7	8TH DRAFT SUBMITTAL, PDD	AUG 07, 25



DRAWING LEGEND

SYMBOL/ABBREVIATION	DESCRIPTION
(Yellow dashed line)	EXISTING
(Red dashed line)	PROPOSED
(Blue dashed line)	ADJACENT PROPERTY LINE
(Purple dashed line)	RESIDENTIAL PROPERTY LINE

SITE DATA TABLE

PROJECT NAME:	IRON REALTY BASTROP DEVELOPMENT
PROPERTY ID:	48066
PROPOSED USE:	MIXED USE DEVELOPMENT
AREA OF TRACT:	7.40 AC.
BUILDINGS:	RESTAURANT BLDG: 4,000 SF TOWNHOUSES: 30 UNITS RETAIL: 25,000-SF 24' APARTMENT UNITS
VEHICULAR PARKING SUMMARY:	RESTAURANT - 1 SPACE/200-SF = 60 SPACES TOWNHOUSES - 1.3 SPACES/UNIT = 39 SPACES APARTMENTS - 1.3 SPACES/UNITS = 31 SPACES RECOMMENDED: 176 SPACES PROVIDED: 180 SPACES (INCLUDING HANDICAP)



To: Sylvia Carrillo, City Manager

From: James E. Cowey, Development Services Director/Building Official

Date: September 9, 2025

Subject: Crossings at 95 PDD – Ordinance No. 2025-67

At the August 28, 2025, Planning and Zoning Commission meeting, staff presented the proposed PDD for the Crossings at 95.

Staff took a very literal approach to the code, especially in instances where the code is nuanced or not clear. Staff did this for transparency and to show all the changes being proposed.

It's important to note that the current zoning is "Employment Center" or EC, the most intense zoning designation.

Staff has been working with the developer since February 2025 on the application submission to create a functional development that meets the intent of the Future Land Use Map calling for "mixed-use corridor commercial/neighborhood residential" in this area.

All 17 "warrants" below were presented to the Planning and Zoning Commission, and the Planning and Zoning Commission recommended approval. For clarity, out of the 17 warrants, only 5 are currently applicable:

- Install a public sidewalk at Linden Street on only one side of the ROW, and allow the sidewalk to be 5 ft. instead of 10 ft.
- Allow the parking spaces to be 9'x18' instead of 10'x20'.
- The other variable item listed as a "warrant" is that of the required parking count for the site. This development proposed is a mixed-use retail/commercial site, that will house all of the cars necessary in the development. This would require a shared parking agreement among the parcels within the development. Not knowing what retail would fit, staff left this as a warrant, should a business with longer open hours locate there.
- Allow 75% maximum lot coverage; instead of the 60% maximum allowed in the P4 base zoning. Currently the zoning of EC allows 80% lot coverage by right. The final detail drainage design will be based on the actual and proposed lot coverage.
- Allow the Building Height (Stories) for the principal building to be a maximum of 4 stories; instead of the maximum of the 3 stories which is allowed by right in P4. The only structures that are being proposed to be 4 stories are mixed-use along HWY 95 per the exhibit. The townhomes will remain 2 stories, and the restaurant will be a single-story structure.

Please see the comments in red in the table below for the original 17 different warrants that were proposed for the PDD for Crossings at 95.

In addition to the 5 warrants above, 6 of the warrants are for clarification since the standards are no longer applicable based on B3 code changes since the original submission. The other 6 warrants are not clear in the existing B3 Code and do not really fit this site, thus staff presented as a warrant to ensure the information was covered.

This and more, will be part of the development code clean up that the Development Staff is currently working.

We will go over this in more detail at the City Council meeting as needed. We will also provide an exhibit of the existing site situation as it relates to the public sidewalk along Linden Street.

- Warrant Required
- Warrant For Clarification
- Warrant Not Required

B3 Code Section	Description	Proposed Alternative	City Staff Comments
3.2.008 Sidewalks	Min. 5' sidewalks on both sides of street or one 10' sidewalk on side of street	Due to the minimum right-of-way for Linden Street, no additional sidewalk is required for the existing section of Linden Street (Section 2.3.3 A). And a 5-foot sidewalk is required only on the south side of the new portion of Linden Street (Sections 2.3.3 Band C).	Based on existing conditions consisting of physical restraints on the North side. In discussion and coordination with City staff it was proposed to install on 5' sidewalk on the southside Linden St.
5.2.002(b)	Preferred block size is 330' by 330' and max block perimeter of 1,320'	Maximum block perimeter shall not exceed 1000' for all publicly dedicated roadways. Internal private driveways with a maximum width of 30' and a minimum width of 25' can be utilized to provide internal circulation within the maximum block perimeter. (As shown on Exhibit B). Street trees and sidewalks are not required on internal circulation driveways.	The 330 grid was removed with Ordinance No. 2025-24 that was passed by City Council on March 11, 2025.
6.3.003(a)(3)	Building facade to be located within 30' of street corner and parking prohibited in First Layer	Not Required	This code section will be removed as part of the code updates (Example: Alta Blakey Apartments).
6.3.005(d)(b) (3)	For Corner Lots, driveways must be located in the Secondary Frontage	Not Required	Streets are private with a secondary connection at Linden.
6.3.005(d) (6)	For lots with more than 80' of frontage wide street ROW, driveway must be spaced spacing shall be 300' apart	Not required.	Based on safety concerns and TxDOT requirements. One driveway with cross access easement for the south lot is proposed which will actually be a private street.
6.3.006(a)	Max. Parking to be based on market and determined by DRC at Site Plan	Not required.	Parking requirements were adopted by City Council on January 14, 2025, with Ordinance No. 2024-47 which required 1 10x20 parking space per bedroom and allowed shared parking.
6.3.006(b) (2)	Requires parking to be 1 space per bedroom for multifamily	Parking shall be min. 1.2 spaces per multifamily unit.	Using shared parking as noted above.
6.3.006(b) (2a)	Minimum parking space as measuring ten feet by twenty feet (10' x 20').	Minimum parking space will be measured at nine feet by eighteen feet (9' x 18').	Requesting smaller spaces which is still a standard size parking space which reduces impervious surface.

6.3.006(b) (5)	Requires parking to be located in the 2nd or 3rd Layer	Parking shall be allowed to be located in any layer.	Parking requirements were adopted by City Council on January 14, 2025 with Ordinance No. 2024-47 which allowed parking in all layers.
6.3.006(b) (8)	Requires all parking to be screened either by buildings or other screening material	Not Required	Parking is allowed in the first layer, but the screening requirement was not removed.
6.3.006(b) (9)	Prohibits parking to be located within the rear setback	Parking shall be allowed in any rear setback.	This was removed from the code on January 14, 2025, with Ordinance No. 2024-47.
6.3.008(d) (e)	Max first floor story of a commercial building cannot exceed 25' from floor to ceiling	Maximum ceiling heights shall be up to 35'.	This code section will be removed as part of the code updates due to not being able to enforce.
6.3.009(b)	Building frontage facade must be parallel to the ROW Frontage Line	Not required.	Based on layout with private streets this is being met.
6.5.003	-75% max lot coverage; -60% minimum buildout at build-to-line; -Build-to-line is 5-15 ft	Per section 2.5	The impervious cover was adopted by City Council on January 14, 2025 with Ordinance No. 2025-02 for proposed P4 based zoning. Current EC still allows 80%.
6.5.003	Building Height (Stories) - Max 3 - Principal Building	The building stories will be per section 1.2	Proposed P4 based zoning allows 3 stories max, the current EC allows 5 stories.
7.1.002(k)	To prevent future conflicts regarding Street maintenance, private Streets are prohibited, except where justified by special considerations.	Allowing for streets to be privately owned, managed, and maintained is fiscally sustainable.	The City is requesting private streets to be maintained by the developer to reduce financial burden to taxpayers.
7.5.004	Plazas not permitted in P4 and require a minimum size of ½ acre.	Walkway easement/plazas will be as shown on Exhibit B.	Plaza will be an accessory use, therefore it does not apply.



STAFF REPORT

MEETING DATE: December 09, 2025

TITLE:

Consider action to approve the first reading of Ordinance No. 2025-85 of the City Council of the City of Bastrop, Texas, amending the operating and capital budget for the Fiscal Year 2026 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date, and move to include on the January 13, 2026 City Council agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Laura Allen, Assistant Finance Director

BACKGROUND/HISTORY:

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

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

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

FISCAL IMPACT:

Various – See Ordinance Exhibit A

RECOMMENDATION:

Laura Allen, Assistant Finance Director recommends approval of the first reading of Ordinance No. 2025-85 of the City Council of the City of Bastrop, Texas, amending the operating and capital budget for the Fiscal Year 2026 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date, and move to include on the January 13, 2026 City Council agenda for a second reading.

ATTACHMENTS:

1. Ordinance No. 2025-85
2. Exhibit A – Fiscal Year 2026 Budget Amendments

ORDINANCE NO. 2025-85

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

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

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

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

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

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

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

READ and APPROVED on First Reading on the 09th day of December 2025.

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

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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





**City of Bastrop
FY2026 Operating and Capital
Budget Amendments
Ordinance No. 2025-85**

Description/ General Ledger Account	Original Budget	Increase (Decrease)	Amended Budget
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Amendment #1 – Is requesting an increase of \$25,000 to Community Event Support for the Day of Giving event utilizing existing Fund Balance in the General Fund.

Community Event Support (101-80-82-5622)	\$76,000	\$25,000	\$101,000
Unassigned Fund Balance (101-3000) *unaudited	\$4,450,309	\$(25,000)	\$4,425,309

Amendment #2 – Is proposing a new addition to Bastrop, Power and Light’s Capital Project budget in the amount of \$285,000 for an Alley C project. In addition, the amendment would add the necessary transfer out of BP&L’s operating fund into their capital fund for an amount not to exceed \$1,760,000. The not to exceed amount is made up of a total of 4 capital projects and transfers would occur on an as needed basis.

Transfer Out – Capital Fund (404-60-00-8140)	\$0	\$1,760,000	\$1,760,000
Unassigned Fund Balance (404-3000) *As of Sept. 30, 2025 unaudited	\$8,063,836	\$(1,760,000)	\$6,303,836
Transfer In – Electric Fund (997-00-00-4703)	\$0	\$1,760,000	\$1,760,000
Construction (997-60-00-6002)	\$1,200,000	\$250,000	\$1,450,000
Engineering (997-60-00-6004)	\$110,000	\$35,000	\$145,000

Amendment #3 – Pertains to Phase One of certain projects included in the 2025 Quality of Life bond series. While staff is not requesting a formal budget amendment at this time for the below listed projects we do want to be as transparent as possible when reporting on these projects. In addition to the below projects the feasibility study for the Par 3 Golf Course is estimated to cost \$26,000.

<u>Project</u>	<u>Phase One Estimated Cost</u>	<u>Phase One Contract</u>
Fisherman’s Park	\$675,000	\$814,454
Delgado Park	\$1,831,820	\$1,700,187
Mayfest Park	\$248,000	\$250,049
Fireman’s Park	\$370,000	\$256,615
Phase One Total	\$3,124,820	\$3,021,305

Description/ General Ledger Account	Original Budget	Increase (Decrease)	Amer Budg
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Amendment #4 – Is requesting an increase of \$21,100 for the Kerr Community Center for additional funding for the Sister Moses Dance project utilizing existing Fund Balance within the HOT Fund. In FY2024 Council did approve an additional \$25,000 for Kerr Center, of which only \$3,900 was utilized for stairs.

Kerr Center (501-80-00-5884)	\$50,000	\$21,100	\$71,100
Unassigned Fund Balance (501-3000) *unaudited	\$2,839,163	\$(21,100)	\$2,818,063



STAFF REPORT

MEETING DATE: December 9, 2025

TITLE:

Consider and act on Resolution No. R-2025-200, approving a construction contract with M&C Fonseca Construction Co., Inc. for a not-to-exceed amount of Seventy-Seven Thousand, Four Hundred Fifty-Two Dollars and no/100 (\$77,452.00) for the replacement of two (2) manholes located near Bastrop High School, and the installation of one (1) manhole and replacement of approximately eighty (80) feet of sanitary sewer main located at College and Pecan, as attached in Exhibit A authorizing the execution of all necessary documents; upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.

AGENDA ITEM SUBMITTED BY:

Curtis Hancock, Director of Water & Wastewater

BACKGROUND/HISTORY:

Deteriorating manholes are a problem facing municipalities across the country. Budget constraints often force a decision to delay repairs because of the overwhelming cost of manhole replacement.

As part of the City of Bastrop Water & Wastewater department manhole rehabilitation project, we are in year three of our manhole maintenance program. We have discovered two manholes located near Bastrop High School which are deteriorated past the point of repair and should be replaced.

A third manhole should be installed at the intersection of College & Pecan to meet Texas Commission on Environmental Quality wastewater design requirements. This was discovered after being unable to inspect the sewer main due to obstructions within the pipe.

We received three quotes to replace and install the manholes and associated work. M&C Fonseca was the lowest bid at \$77,452.00. The city has worked with M&C Fonseca on another project and was pleased with their quality of work.

FISCAL IMPACT:

The \$77,542.00 will be funded by the City's Wastewater Collection Budget.

RECOMMENDATION:

Approve Resolution No. R-2025-200, awarding a construction contract to M&C Fonseca Construction Co. for the replacement of two (2) manholes, and installation of one (1) new manhole with approximately 80 feet of new sewer main.

ATTACHMENTS:

- Resolution No. R-2025-200
- Exhibit A: DRAFT Construction Contract with M&C Fonseca

CITY OF BASTROP, TX
RESOLUTION NO. R-2025-200

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING A CONSTRUCTION CONTRACT WITH M&C FONSECA CONSTRUCTION CO., INC. FOR A NOT-TO-EXCEED AMOUNT OF SEVENTY-SEVEN THOUSAND, FOUR HUNDRED FIFTY-TWO AND NO/100 (\$77,452.00) FOR THE REPLACEMENT OF TWO (2) MANHOLES LOCATED NEAR BASTROP HIGH SCHOOL, AND THE INSTALLATION OF ONE (1) MANHOLE AND REPLACEMENT OF APPROXIMATELY EIGHTY (80) FEET OF SANITARY SEWER MAIN LOCATED AT COLLEGE AND PECAN, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, EFFECTIVE DATE, PROPER NOTICE, AND MEETING

WHEREAS, the City Council of the City of Bastrop, Texas has appointed the City Manager as the Chief Administrative Officer of the City; and

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

WHEREAS, the total cost of the contract shall not exceed Seventy-Seven Thousand, Four Hundred Dollars and no/100; and

WHEREAS, the City Council of the City of Bastrop finds that entering into a construction contract with M&C Fonseca Construction Co., Inc. is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bastrop, Texas:

Section 1. Findings of Fact: The foregoing recitals are incorporated into this resolution ("Resolution") by reference as findings of fact as if expressly set forth word-for-word herein.

Section 2: That the City Manager is hereby authorized to execute a construction contract with M&C Fonseca Construction Co., Inc. for a not-to-exceed amount of \$77,452.00, herein attached as Exhibit A.

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

Section 4. 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 5. 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 6. 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 7. 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 AND ADOPTED by the City Council of the City of Bastrop, Texas this 9th day of December, 2025.

APPROVED:

By : _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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

CITY OF BASTROP
STANDARD CONTRACT FOR GENERAL SERVICES
Over \$50K
(8-16-2021)

This General Services Contract (“Contract”) is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the “City”), and **M&C Fonseca Construction Co., Inc.**, (the “Engineer/Contractor”), and together with the City jointly referred to as the “Parties,” for the following work described on the Scope of Services, Exhibit A-2, attached and incorporated herein to this Contract (the “Work”).

I. General Information and Terms.

Engineer’s/Contractor’s Name and Address: M&C Fonseca Construction Co., Inc.
1901 Prairie Creek Rd.
Granite Shoals, TX 78654

General Description of Services: Replacement of two (2) manholes near the Bastrop High School, and the installation of one (1) new manhole and approximately eighty (80) feet of sewer main at the intersection of College & Pecan streets.

Maximum Contract Amount: \$77,452.00

Effective Date: On the latest of the dates signed by both parties.

Termination Date: See II.D.

Contract Parts: This Contract consists of the following parts:

- I. General Information and Terms
- II. Standard Contractual Provisions
- III. Additional Terms or Conditions
- IV. Additional Contract Documents
- V. Signatures

II. Standard Contractual Provisions.

A. Contractor’s Services. The Contractor will provide to the City the construction services (“Services”) described in the Scope of Services, Exhibit A-1 attached and incorporated herein to this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the Services provided at intervals

of at least 30 days of receipt of Contractor's invoices, except for the final billing. The City will pay the Contractor within 30 days of receipt of Contractor's invoices for the Services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City shall have the right to withhold payment, or any part thereof, of any of invoice presented by Contractor until resolution providing reasonable verification of the correctness thereof of is reached. The City shall notify the Contractor, in writing, of the disputed amount within thirty (30) days. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Executed Contract. The "Notice to Proceed" will not be given nor shall any Services commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to this Contract.

D. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

- (a) On the termination date, if any, specified in the General Information in Part I, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in the General Information in Part I, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City Manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five (5) business days prior to the termination date, but the City will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination. The City may terminate the Contract anytime if the City does not have available funds pursuant to Texas Government Code Chapter 2251.

(3) If the City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution).

E. Delays. Contractor shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of Contractor, an extension of time shall be the Contractor's sole remedy.

F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the Services described in the Scope of Services, Exhibit A-2,

attached and incorporated herein. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in the Exhibit A-2. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

G. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

H. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

I. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Bastrop County, Texas.

J. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

K. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

L. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COST IN PROPORTION OF CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR

DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT, ERROR, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR ANYONE WHOM THE CONTRACTOR IS LEGALLY LIABLE FOR UNDER THIS CONTRACT.

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

N. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, OR ALLEGED TO BE CAUSED BY, THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS..

O. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

P. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

Q. Documents and Data, Licensing of Intellectual Property, and Copyright. All Work progress and final documents and data produced by Contractor during the term of the Contract shall be and remain the property of the City. For purposes of this Contract, the term "Documents and Data" include any original work (the Work), reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the City in the performance of this Contract. It also includes any medium in which the Documents and Data are kept, including digitally, magnetically, or electronically. This Contract creates at no cost to the City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a "work made for hire" as defined by federal copyright law. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

R. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

S. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

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

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

T. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

U. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

- (1) are between the City and a company with ten (10) or more full-time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

III. Additional Terms or Conditions.

Insurance

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

A. Audit

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

B. Reports of Incidents

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

IV. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

- EXHIBIT A-1: Scope of Services
- EXHIBIT B-1 Requirements for General Services Contract

V. Signatures.

M&C Fonseca Construction Co., Inc.

CITY OF BASTROP

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A-1

Scope of Services
(See Attached)

EXHIBIT B-1
REQUIREMENTS FOR GENERAL SERVICES CONTRACT

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

- A. The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B. A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
- C. All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.
- G. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

**City of Bastrop
Water & Wastewater Department
1311 Chestnut Street
Bastrop, TX 78602**

INSURANCE REQUIREMENTS

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

Coverages Required & Limits (Figures Denote Minimums)

- Workers' Compensation Statutory limits, State of TX.
- Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

Commercial General Liability:

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

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

<input type="checkbox"/> Very High/ High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

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

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

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

- Contract value less than \$1,000,000: **not required**
- Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**
- Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**
- Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**
- Contract value above \$15,000,000: **\$20,000,000 is required**

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

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

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

- Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Sugar Land) Limit is 100% of insurable value, replacement cost basis

- Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land)

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

- Other Insurance Required: _____

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

EXHIBIT A-1

Item 9C.

1901 Prairie Creek Rd.
Granite Shoals, TX 78654
Office: (830) 596-1741
Fax: (800) 878-1716
Email: sammy@mcfonseca.com



PROJECT: Elm St. Wastewater Project

PO#:

DATE: November 17, 2025

TERMS:

LOCATION: Bastrop, TX

QUOTE: 25-055

Item	Description	Unit	Qty.	Price	Amount
1	Mobilization, Insurance and Bonds	LS	1	\$ 2,500.00	\$ 2,500.00
2	48" Diameter Precast MH w/ Conshield	EA	2	\$ 10,500.00	\$ 21,000.00
3	Sewer Bypass Pumping	LS	1	\$ 14,500.00	\$ 14,500.00
TOTAL: \$					38,000.00

NOTES AND EXCLUSIONS

GENERAL

- * REPAIRS DUE TO NORMAL WEAR, VANDALISM, OR NEGLIGENCE WILL BE PERFORMED ON AN EXTRA WORK BASIS.
- * ITEMS NOT SPECIFICALLY NOTED WILL BE ADDITIONAL.
- * PRICES QUOTED ARE GOOD FOR 30 DAYS.
- * Any discrepancy between M&C Fonseca Construction Co., Inc. bid proposal, this document, and the contract documents, this bid proposal shall supersede and prevail.
- * RETAINAGE OF 10% IS REQUIRED PER CITY ORDINANCE
- * M&C FONSECA CONSTRUCTION CO., INC. DOES NOT INDEMNIFY GENERAL CONTRACTOR OR PROJECT OWNERS FOR ACCIDENTS, INJURY, OR DEATH CAUSED SOLELY BY GENERAL CONTRACTOR OR PROJECT OWNERS ACTIVE OR PASSIVE NEGLIGENCE.
- * QUANTITIES ABOVE ARE ONLY ESTIMATED QUANTITIES. INVOICES WILL REFLECT ACTUAL WORK PERFORMED.

SUBMITTED _____
M&C Fonseca Construction Co., Inc.

ACCEPTED: _____
Name

Title

Date

Job/PO#

1901 Prairie Creek Rd.
 Granite Shoals, TX 78654
 Office: (830) 596-1741
 Fax: (800) 878-1716
 Email: sammy@mcfonseca.com



PROJECT: Pecan St. Wastewater Project

PO#:
DATE: November 17, 2025
TERMS:
LOCATION: Bastrop, TX

QUOTE: 25-054

Item	Description	Unit	Qty.	Price	Amount
1	Mobilization, Insurance and Bonds	LS	1	\$ 2,500.00	\$ 2,500.00
2	Traffic Control Setup and Devices	LS	1	\$ 3,800.00	\$ 3,800.00
3	48" Diameter MH w/ Conshield (Dog House)	EA	1	\$ 11,200.00	\$ 11,200.00
4	Ring and Cover	EA	1	\$ 1,100.00	\$ 1,100.00
5	6" PVC SDR 26 for WWL	LF	80	\$ 98.00	\$ 7,840.00
6	Concrete Repairs (6" Thick)	SY	44	\$ 188.00	\$ 8,272.00
7	Asphalt Repairs (2" Thick)	SY	30	\$ 158.00	\$ 4,740.00
TOTAL: \$					39,452.00

NOTES AND EXCLUSIONS

GENERAL

- * REPAIRS DUE TO NORMAL WEAR, VANDALISM, OR NEGLIGENCE WILL BE PERFORMED ON AN EXTRA WORK BASIS.
- * ITEMS NOT SPECIFICALLY NOTED WILL BE ADDITIONAL.
- * PRICES QUOTED ARE GOOD FOR 30 DAYS.
- * Any discrepancy between M&C Fonseca Construction Co., Inc. bid proposal, this document, and the contract documents, this bid proposal shall supersede and prevail.
- * RETAINAGE OF 10% IS REQUIRED PER CITY ORDINANCE
- * M&C FONSECA CONSTRUCTION CO., INC. DOES NOT INDEMNIFY GENERAL CONTRACTOR OR PROJECT OWNERS FOR ACCIDENTS, INJURY, OR DEATH CAUSED SOLELY BY GENERAL CONTRACTOR OR PROJECT OWNERS ACTIVE OR PASSIVE NEGLIGENCE.
- * QUANTITIES ABOVE ARE ONLY ESTIMATED QUANTITIES. INVOICES WILL REFLECT ACTUAL WORK PERFORMED.

SUBMITTED _____
 M&C Fonseca Construction Co., Inc.

ACCEPTED: _____
 Name

 Title

 Date

 Job/PO#



STAFF REPORT

MEETING DATE: December 9, 2025

TITLE:

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

AGENDA ITEM SUBMITTED BY:

Judy Sandroussi, Finance Director

BACKGROUND/HISTORY:

A municipality establishes an Investment Committee to provide professional oversight and prudent management of public funds. The Committee ensures that all investments comply with applicable laws, regulations, and fiduciary standards; protect principal; maintain adequate liquidity; and generate reasonable returns. It promotes accountability and transparency by monitoring investment performance, managing risks, and maintaining thorough documentation of decisions. The Committee also interprets and implements the City's investment policy, ensuring that taxpayer resources are managed responsibly and in the best interest of the community.

To ensure the balance of professional oversight, operational insight, and public accountability - we are recommending the Investment Committee be structured as follows:

1. Five voting members for the Investment Committee to include:
 - a. The City Manager.
 - b. Assistant City Manager.
 - c. Chief Financial Officer (also known as Director of Finance) or their designee.
 - d. Two City Council Members appointed by the Mayor (one of which may be the Mayor) and confirmed by City Council for a term concurrent with the members' elected term.
2. Recommended non-voting advisors:
 - a. Investment Advisor/Consultant to provide market analysis, product recommendations, and performance reporting.
 - b. City Attorney or designee to ensure compliance with state/local investment statutes and policy interpretations.

This structure works for the City of Bastrop by providing strong financial oversight through senior staff, public accountability via a council member(s), and professional investment expertise via an independent expert.

The Investment Committee responsibilities will include:

1. Meeting (at a minimum) on a quarterly basis to review portfolio performance, risk exposures and compliance.
2. Identify, assess, and monitor risks such as credit risk, market risk, liquidity risk, and concentration risk.
3. At a minimum, annually, the Investment Committee shall review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.
4. Be responsible for monitoring, reviewing, and making recommendations regarding the City of Bastrop's Investment Policy to the City Council.
5. Confirm compliance with state laws (such as the Public Funds Investment Act, if applicable), local ordinances, and internal procedures.
6. Review Investment Advisor/Consultant recommendations and approve or deny investment transactions when required.
7. Review quarterly investment reports before submission to the City Council.

FISCAL IMPACT:

There is no fiscal impact on this item.

RECOMMENDATION:

Judy Sandroussi, Finance Director, recommends approval of Resolution 2025-202 of the City Council of the City of Bastrop, Texas authorizing the creation of an Investment Committee serving in the best financial interests of the City of Bastrop and having the Mayor appoint two City Council Members to the Investment Committee.

ATTACHMENTS:

- Exhibit A – Resolution 2025-202

RESOLUTION NO. 2025-202

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS
AUTHORIZING THE CREATION OF AN INVESTMENT COMMITTEE SERVING
IN THE BEST FINANCIAL INTERESTS OF THE CITY OF BASTOP.**

WHEREAS, the City of Bastrop recognizes the importance of prudent investment management of public funds to ensure safety, liquidity, and yield in accordance with applicable laws and its adopted investment policy; and

WHEREAS, the City of Bastrop has determined that it is in the best interest of a municipality to establish an Investment Committee to provide professional oversight and prudent management of public funds; and

WHEREAS, the City of Bastrop has determined that an Investment Committee ensures that all investments comply with applicable laws, regulations, and fiduciary standards; protect principal; maintain adequate liquidity; and generate reasonable returns; and

WHEREAS, an Investment Committee promotes accountability and transparency by monitoring investment performance, managing risks, and maintaining thorough documentation of decisions; and

WHEREAS, an Investment Committee interprets and implements the City's investment policy, ensuring that taxpayer resources are managed responsibly and in the best interest of the community; and

WHEREAS, the Mayor will appoint two City Council Members (one of which may be the Mayor) and confirmed by City Council for the term concurrent with the members' elected term to serve on the Investment Committee; and

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

Section 1. Creation of an Investment Committee serving in the best financial interests of the City of Bastrop – to be structured as follows:

1. Five voting members for the Investment Committee to include:
 - a. The City Manager.
 - b. Assistant City Manager.
 - c. Chief Financial Officer (also known as Director of Finance) or their designee.
 - d. Two City Council Members appointed by the Mayor (one of which may be the Mayor) and confirmed by City Council for a term concurrent with the member's elected term.
2. Recommended non-voting advisors:
 - a. Investment Advisor/Consultant to provide market analysis, product recommendations, and performance reporting.
 - b. City Attorney or designee to ensure compliance with state/local investment statutes and policy interpretations.

Section 2. Investment Committee Responsibilities

1. Meeting (at a minimum) on a quarterly basis to review portfolio performance, risk exposures and compliance.
2. Identify, assess, and monitor risks such as credit risk, market risk, liquidity risk, and concentration risk.
3. At a minimum, annually, the Investment Committee shall review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.
4. Be responsible for monitoring, reviewing, and making recommendations regarding the City of Bastrop’s Investment Policy to the City Council.
5. Confirm compliance with state laws (such as the Public Funds Investment Act, if applicable), local ordinances, and internal procedures.
6. Review Investment Advisor/Consultant recommendations and approve or deny investment transactions when required.
7. Review quarterly investment reports before submission to the City Council.

Section 3. Delegation of Authority

The following are authorized to act on behalf of the City of Bastrop in matters related to the investments approved by the Investment Committee:

- City Manager
- Chief Financial Officer (also known as Finance Director)
- Assistant Finance Director

Section 4. Appointment of two City Council Members to the Investment Committee

The Mayor will appoint two City Council Members (one of which may be the Mayor) and confirmed by City Council for the term concurrent with the members’ elected term to serve on the Investment Committee.

Section 5. Effective Date

This resolution shall take effect immediately upon its adoption

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 9th day of December 2025.

ADOPTED:

By: _____

Ishmael Harris, Mayor

ATTEST:

By: _____

Michael Muscarello, City Secretary



STAFF REPORT

MEETING DATE: December 9, 2025

TITLE:

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

A. Resolution R-2025-208 to approve a contract with the National Golf Foundation (NGF) in the amount of \$26,000 for a feasibility study for a Par 3 course located at 1500 Farm St.

B. Resolution R - 2025-209 to approve a contract with Hotel & Leisure Advisors (HLA) in the amount of \$52,500 (estimated) for a feasibility study for a Hotel Convention Center located between Bear Hunter, FM 20, and Hwy 71

C. Resolution R - 2025-209 to approve a contract with Realty Trust Group, Inc (RTG) in the amount of \$50,000 for a feasibility study for a full-service hospital and medical facilities located between Bear Hunter, FM 20, and Hwy 71.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

The city has several projects to consider in the 2026 time period.

The first is a Par 3 golf course to be located at 1500 Farm Street. Of the 5 firms who submitted, National Golf Foundation was selected due to their unique understanding of golf, and their succinct proposal which sought to determine the viability of a course before actual design, etc was considered.

The second is a feasibility study for a Hotel & Convention Center to be located in the area of Bear Hunter, FM 20, and Hwy 71. The project is a city owned project, in partnership with a private development company under a P3 model. The feasibility study is to determine whether the City can sustain such a project, and potential load to the project.

The third and final is a feasibility study for a full-service medical facility to be located in the same area as the convention center as part of a larger, 400-acre master planned development. The feasibility study is to determine whether the City can sustain such a project, and potential load to the project.

FISCAL IMPACT:

1. \$26,000 – Bond 2025 Quality of Life
2. \$52,500 Hotel Occupancy Tax, reimbursed by the Developer at the time of permitting.
3. \$50,000 Bastrop Economic Development Corporation, reimbursed by the Developer at the time of permitting.

RECOMMENDATION:

Approve the RFQ as submitted.

ATTACHMENTS:

1. Resolutions
2. Professional Service Agreements

RESOLUTION NO. R-2025-208

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE NATIONAL GOLF FOUNDATION FOR A FEASIBILITY STUDY FOR A PAR 3 GOLF COURSE TO BE LOCATED AT 1500 FARM STREET IN AN AMOUNT NOT TO EXCEED \$26,000; FINDING THAT NATIONAL GOLF FOUNDATION WAS SELECTED AS THE MOST QUALIFIED FIRM; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop seeks to evaluate the feasibility of developing a Par 3 golf course at 1500 Farm Street to expand recreational amenities for residents and visitors; and

WHEREAS, the City solicited qualifications and/or proposals from multiple firms and received five (5) submissions for a feasibility study of the proposed Par 3 golf course; and

WHEREAS, after evaluation of the submittals, National Golf Foundation (NGF) was determined to be the most qualified firm based on its unique and demonstrated understanding of the golf industry and market dynamics, and for its succinct, phased proposal that prioritizes determining the viability of a course prior to proceeding to design and subsequent project phases; and

WHEREAS, the proposed scope of services from NGF includes conducting a market analysis, demand and financial feasibility assessment, site review at 1500 Farm Street, stakeholder engagement, and delivery of findings and recommendations to inform potential next steps; and

WHEREAS, the total cost for the feasibility study by National Golf Foundation is Twenty-Six Thousand Dollars (\$26,000), and the City Council finds this expenditure to be a prudent and necessary step to determine the viability of the project prior to any design or construction activities.

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

Section 1. Findings. The City Council hereby finds the recitals set forth above are true and correct and are incorporated herein as findings of the City Council.

Section 2. Authorization. The City Council authorizes the City Manager, or designee, to negotiate and execute a contract with the National Golf Foundation for a feasibility study for a Par 3 golf course to be located at 1500 Farm Street, in an amount not to exceed Twenty-Six Thousand Dollars (\$26,000), together with any documents necessary to implement the study consistent with this Resolution.

Section 3. Selection Basis. The City Council affirms that the National Golf Foundation was selected from among five (5) submitting firms based on its unique expertise in golf industry analysis and for its succinct proposal prioritizing feasibility and viability determinations prior to design or other subsequent phases.

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. Effective Date. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED by the City Council of the City of Bastrop, Texas, on this the ____ day of _____, 2025.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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



**City of Bastrop
Golf Course Feasibility Study
RFQ #CM-2025-003**



**For the
City of Bastrop**
City Manager's Office
1311 Chestnut Street
Bastrop, TX 786020

Submitted By:
Richard B. Singer
Sr. Director of Consulting Services
(561) 354-1642 • rsinger@ngf.org



National Golf Foundation
501 N. HIGHWAY A1A, JUPITER, FL 33477
PHONE: 561-744-6006 · FAX: 561-744-6107 · www.NGF.org

November 18, 2025

November 18, 2025

Sylvia Carillo, City Manager
City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602

Re: Golf Course Feasibility Study (RFQ #CM-2025-003) NGF Proposal #225035

Sylvia:

Thank you for the time and courtesy in our meeting yesterday. The proposal to add a new 18-hole, par-3 golf course in Bastrop sounds like a worthwhile venture, but closer scrutiny of the project is appropriate, and the National Golf Foundation (“NGF”) is ready to assist. We also applaud the City’s course of action to retain experts to study the feasibility of this proposed new facility, as many communities skip this important step and come to regret it later. The NGF is ready and able to assist Bastrop through completion of all requirements detailed in the City’s “statement of work” that was included in the formal RFQ.

The NGF can affirm our ability and willingness to complete the required work contained in the RFQ in an efficient and timely manner, meeting all deadlines for delivery as defined by the City of Bastrop. The professional fees to NGF for completion of this assignment are presented on the following page and include all costs and expenses for full completion of the feasibility study for new golf course development in Bastrop. The timing of the feasibility project is contingent on the commencement date of the study and the timing of the field visit, but NGF anticipates delivery of draft report within 8 weeks of the completion of the field visit. Assuming a commencement date on or before December 1, 2025, NGF anticipates delivery of the draft report within 60 days after initial “kick-off,” or by the end of January 2026.

Thank you again for the opportunity to submit this proposal. The entire NGF team is looking forward to working with the City of Bastrop, learning as much as we can about your unique community and helping you to better understand the realistic potential of a new golf course in the City. This proposal, including professional fees, shall remain in effect for sixty (60) days. If you need any clarification or additional information, please call me directly.

Sincerely,



Richard Singer, Senior Director of Consulting Services
(561) 354-1642
rsinger@ngf.org

Cost Proposal

PROFESSIONAL FEES BY TASK

The expected professional fee and expense budget for the services outlined in the City's RFQ and detailed in our previous submission are noted in the table below:

Scope of Services	Cost
Phase 1 – Project Coordination and Kick Off	Included
Phase 2 – Field Research (In Bastrop)	\$5,000
Phase 3 – Market Analysis & Benchmarking	\$5,000
Phase 4 – Site, Environmental & Regulatory Review	\$5,000
Phase 5 – Market Opportunity Analysis	\$3,000
Phase 6 - Financial Analysis	\$5,000
Phase 7 – Final Recommendations, Report Delivery and Presentations	\$3,000
<i>Direct Project Expenses (travel, incidentals, market data, cellphone tracking data, etc.)</i>	<i>Included</i>
Total Professional Fees	\$26,000

PROJECT DELIVERABLES

NGF anticipates frequent communication with appropriate City staff during this engagement. Deliverables to the client for this project include:

- Consultant activities on-site at City of Bastrop offices, including meetings and presentations with City staff and key stakeholder groups.
- Interim virtual (e.g., Zoom, Team, Webex) progress meetings with City staff as the NGF project is ongoing.
- A concise written report with key findings, recommendations, and financial analysis, and include all schematics, site analyses and conceptual layouts. A draft version of the document will be made available to the City for review and comments. Upon authorization, an electronic version of the final report will be delivered.
- Upon completion of all consultant activities and delivery of a final report, the lead NGF consultant will be available to make a **formal video presentation** of findings to specific groups or City officials to present findings and answer questions.

RESOLUTION NO. R-2025-209

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH HOTEL & LEISURE ADVISORS (HLA) FOR A FEASIBILITY STUDY FOR A CITY-OWNED HOTEL AND CONVENTION CENTER PROJECT, IN AN ESTIMATED AMOUNT NOT TO EXCEED \$52,500, FOR A SITE LOCATED IN THE AREA OF BEAR HUNTER, FM 20, AND HIGHWAY 71; AFFIRMING THE PUBLIC-PRIVATE PARTNERSHIP (P3) PROJECT STRUCTURE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop seeks to evaluate the feasibility of developing a City-owned hotel and convention center in partnership with a private development company under a public-private partnership (P3) model to expand economic development, tourism, and meeting capacity; and

WHEREAS, the proposed project site is generally located in the area bounded by Bear Hunter, FM 20, and Highway 71; and

WHEREAS, the City desires to engage a qualified consultant to perform a comprehensive feasibility study to assess market demand, recommended facility program, projected performance, financial viability, and anticipated public and private participation and load to the project; and

WHEREAS, Hotel & Leisure Advisors (HLA) is a qualified firm with experience in evaluating hotel, convention, and conference center developments and has proposed to conduct the feasibility study for an estimated amount not to exceed Fifty-Two Thousand Five Hundred Dollars (\$52,500); and

WHEREAS, the purpose of the feasibility study is to determine whether the City can sustain such a project, including an analysis of demand generators, comparable venues, revenue and expense projections, partnership structures under a P3 model, and recommendations to inform the City Council's decision-making prior to proceeding with subsequent phases of development.

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

Section 1. Findings. The City Council hereby finds the recitals set forth above are true and correct and are incorporated herein as findings of the City Council.

Section 2. Authorization. The City Council authorizes the City Manager, or designee, to negotiate and execute a contract with Hotel & Leisure Advisors (HLA) for a feasibility study for a City-owned hotel and convention center project to be located in the area of Bear Hunter, FM 20, and Highway 71, in an estimated amount not to exceed Fifty-Two

Thousand Five Hundred Dollars (\$52,500), together with any related documents necessary to implement the study consistent with this Resolution.

Section 3. Scope and Purpose. The feasibility study shall evaluate market demand; facility programming; site considerations; projected operating performance; capital and operating financial analyses; P3 structure considerations including potential public and private funding participation and load; and provide findings and recommendations to guide Council deliberation prior to design, procurement, or construction activities.

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. Effective Date. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED by the City Council of the City of Bastrop, Texas, on this the ____ day of _____, 2025.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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





Proposal for a Market Feasibility & Financial Analysis Study

RFQ #CM-2025-001

Proposed Hotel and Convention Center
Bastrop, Texas



Our Mission

Empowering hospitality and leisure industry clients to make sound decisions with data-driven analysis and insightful recommendations



HOTEL & LEISURE ADVISORS

hladvisors.com



HOTEL & LEISURE ADVISORS

December 1, 2025

City Secretary
 City of Bastrop Manager's Office
 1311 Chestnut Street
 Bastrop, Texas 78602

**RE: Market Feasibility and Financial Analysis Study
 Proposed Hotel and Convention Center, Bastrop, Texas**

Dear City Secretary:

Hotel & Leisure Advisors (H&LA), in partnership with Luong Development, is pleased to submit our qualifications and revised pricing to prepare a feasibility study for the proposed hotel and convention center in the City of Bastrop. We have narrowed the scope of our assignment to fit within your budget. As a nationally recognized consulting firm specializing in market and financial feasibility studies for hotels, resorts, and other real estate-based projects, we bring over 35 years of experience analyzing complex, mixed-use developments that integrate hospitality and leisure amenities.

Our team combines robust data analytics with deep expertise in economic feasibility to evaluate project success, define optimal development scope, and provide defensible recommendations. Our partnership with Luong Development rounds out our team's expertise with their ability to provide initial renderings of the proposed hotel that will help bring the concept to life and paint a vivid picture of the concepts detailed in the feasibility analysis. Together, we understand the City's goals to assess market need, financial viability, and community impact, and we are well-positioned to deliver actionable insights that support informed decision-making.

Based on our hospitality experience and our understanding of the proposed facility concepts, I am confident that H&LA and Luong Development are well qualified to respond to your consulting requirements. We have developed sophisticated and innovative research techniques, resulting in thorough analyses that incorporate in-depth local, regional, and state market information. For additional information about our firm, our company qualifications are included with this proposal package. Over the years, H&LA has served over 950 clients on a variety of projects.

To proceed with our engagement, please sign this proposal and return it to our office with a retainer payment. I look forward to working with you on this assignment. If you have any questions or require any additional information, please contact me.

Sincerely,

Hotel & Leisure Advisors

David J. Sangree, MAI, ISHC
 President



HOTEL & LEISURE ADVISORS

**Proposal for a Market Feasibility and Financial Analysis Study
Proposed Hotel and Convention Center - Bastrop, Texas
RFQ #CM-2025-001**

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HOTEL & LEISURE ADVISORS

Proposal for Consulting Services for the Proposed Hotel and Convention Center, Bastrop, Texas

A. FIRM

Executive Summary

Hotel & Leisure Advisors (H&LA) is a national hospitality and real estate consulting firm specializing in feasibility studies, market analyses, appraisals, and economic impact evaluations for hotels, resorts, attractions, and related real estate projects. Founded in 2005 and headquartered in Cleveland, Ohio, H&LA has completed more than 4,000 studies across the United States and Canada, including nearly 250 in the state of Texas.

Our team of appraisers, analysts, and economists brings a multidisciplinary approach to every assignment, leveraging data-driven insights, financial modeling, and regional market expertise.

We are particularly well-suited for the City of Bastrop Hotel Feasibility Study due to our extensive experience evaluating complex mixed-use and destination developments requiring integration of lodging, wellness, and community services.

Project Luong is a leading architecture & development company located in Houston, Texas, specifically focused on the financing, design, development, construction, and operations of destination developments for municipalities throughout Texas and the United States. With a specific focus on municipal hotel and destination resort development, Project Luong provides in-house, Texas-based architects and landscape architects to evaluate and program sites for maximum sustainability both environmentally and economically.

Authorized Contact for this RFQ:
David J. Sangree, MAI, ISHC
President | Hotel & Leisure Advisors
(216) 228-7000 | dsangree@hladvisors.com

References

See the Attached Reference Sheet included in the Addenda

B. GENERAL

Statement on Schedule

H&LA is committed to meeting the City's timeline and can mobilize immediately upon contract authorization. Our typical feasibility study timeline is 40 to 60 days, including data collection, fieldwork, and analysis.

We maintain the capacity to accelerate this schedule to meet client needs by allocating additional analyst resources and utilizing our internal peer-review system to maintain quality.

Our project management process includes:

- Kickoff call and data request within 3 days of notice to proceed
- Site visit and stakeholder meetings within 2 weeks
- Draft report within 45 to 50 days of initiation (or sooner as required)
- Final report within 10 days of draft review

Information to Finalize Contract and Begin Work

To finalize the proposal and authorize H&LA to begin working on this assignment, we will need the following:

- Signed copy of the engagement letter
- Retainer for 50% of the overall fee

C. WORK CATEGORIES

Key Personnel and Qualifications – Hotel & Leisure Advisors

Hotel & Leisure Advisors is a hospitality consulting firm specializing in appraisals, feasibility studies, impact analyses, economic impact studies, and litigation support for hotels, resorts, waterparks, casinos, conference and convention centers, sports complexes, golf courses, ski resorts, amusement parks, and other leisure real estate.

Our clients receive individualized attention, which ensures the very best and most thorough analysis from a company with the expertise and knowledge to deliver the excellence our clients deserve. H&LA is the go-to source for lenders, developers, hotel companies, attorneys, municipalities, and others for appraisals, feasibility studies, impact analyses, and other consulting services.

Our experienced consultants travel nationwide analyzing hospitality trends, studying leisure industries, and understanding local communities. We focus on competitive markets and provide thorough, thoughtful analysis of hospitality properties. Our consultants have analyzed and prepared studies on more than 4,000 properties in all 50 states, Canada, and the Caribbean. Our experience and dedication to hospitality ensure our clients meaningful results.

David J. Sangree, MAI, CPA, ISHC President

David is a nationally recognized hotel and waterpark consultant and appraiser with expertise in the analysis of leisure real estate. He has completed more than 4,000 hotel and resort studies across North America, including feasibility analyses, appraisals, and financial projections for projects ranging from economy hotels to luxury resorts. A graduate of Cornell University's School of Hotel Administration, David has provided consulting services since 1987 to developers, investors, municipalities, and lenders. He holds Certified General Appraiser licenses in multiple states, including Texas, Ohio, and Virginia.

Joseph Pierce, MAI Director of Appraisal & Consulting Services

Joseph is an MAI-designated appraiser and hospitality consultant with over 25 years of experience in feasibility and impact studies nationwide. His background includes hotel operations and accounting roles with Marriott and Renaissance Hotels and management of an independent boutique property in Chicago. Joseph holds an MBA from Michigan State University's School of Hospitality Business and a B.S. in Accounting from SUNY Brockport. He is a Certified Real Estate Appraiser in Ohio.

**Adam Zarczynski, CHIA
Manager**

Adam specializes in financial analysis, market research, and economic impact studies for hospitality and leisure developments across the U.S. His experience spans all hotel segments from economy to luxury, including feasibility analyses and benchmarking. Prior to H&LA, he evaluated investment opportunities with Doradus Partners and held operational roles in hotels in the U.S. and Italy. Adam is a Certified General Appraiser in Ohio and New York.

**Stephen Szczygiel, CHIA
Senior Associate**

Stephen contributes expertise in process improvement, financial analysis, and competitive benchmarking for feasibility and appraisal assignments nationwide. His operational background includes leadership roles with Hilton-branded hotels, Hollywood Casino, and Xfinity Live!, overseeing multimillion-dollar F&B operations. He earned a B.S. in Hotel and Restaurant Management from Drexel University and studied Culinary Arts at Walnut Hill College. Stephen is a Registered Appraiser Assistant in Ohio.

**Anthony DiPonio, CHIA
Associate**

Anthony supports market and financial analyses for hotels, resorts, and leisure properties nationwide. He brings extensive management experience from eight hotels throughout the Midwest and expertise in financial modeling, competitive benchmarking, and operations. Anthony holds a B.A. from Michigan State University's School of Hospitality Business and a certificate in Hotel Real Estate Investment and Asset Management from Cornell University.

**Kate Cheung, CHIA
Associate**

Kate focuses on market feasibility and economic impact analyses for hospitality and leisure projects across the United States. She has prior operational experience at the Amangiri resort in Utah and strong analytical training in hospitality real estate. Kate earned a Master's in Hospitality Management with a Minor in Real Estate from Cornell University's Nolan School of Hotel Administration, and a B.S. from Binghamton University, along with an eCornell certification in Commercial Real Estate.

Key Personnel and Qualifications – Project Luong

Based in Houston, Texas, our diverse team has more than ten decades of combined multidisciplinary experience across many project classes, including community, retail, commercial, municipal, aviation, higher education, corporate, healthcare, recreational, and multi- and single-family residential. On each and every project, we strive to create ease and cohesion throughout project start-up, execution, and close out. We stand behind our work, and our designs aim to clarify, align, and respond to our clients' visions, missions, and goals.

**Alec A. Luong, AIA, NCARB, RID, CM
Principal – Managing Partner**

Alec Luong, Principal and Managing Partner of Project Luong Architects, has more than 16 years of experience leading complex municipal and destination developments. He specializes in guiding civic projects from feasibility through delivery, balancing community goals, operational needs, and financial sustainability. Alec's leadership includes projects such as the City of Baytown Hotel and Convention Center Renovation, Ford Park Redevelopment, and the West Memphis Entertainment District. He holds Bachelor and Master of Architecture degrees from Virginia Tech and is a Registered Architect and Interior Designer in Texas.

Emily Chisholm Luong, PLA
Principal

Emily Chisholm Luong is the firm’s Landscape Principal, leading the design and coordination of outdoor environments for civic, recreation, and destination projects. With over 14 years of experience and a background in municipal engineering, she brings deep insight into public project implementation and interdepartmental coordination. Her recent work includes the Crystal District at Lago Mar, Hill Country Lagoon Resort, and the Harris County Multi-Modal Thoroughfare and Equity Plan. Emily holds a Master of Landscape Architecture from Virginia Tech and is a Registered Landscape Architect in Texas.

H. Warren Johnson, AIA
Principal

Warren Johnson is a Principal at Project Luong Architects with extensive experience in mixed-use, hospitality, and commercial projects both domestically and internationally. His portfolio includes Promenade Town Center, LaCenterra at Cinco Ranch, and Ritz-Carlton Galleria, reflecting his ability to merge strong design with development insight. Warren earned his Bachelor of Science in Architecture from Georgia Tech and is a Registered Architect in Texas, a LEED Accredited Professional, and an active member of AIA, NCARB, ULI, and ICSC.

Jeffrey Farr, AIA
Architect / Project Manager

Jeffrey Farr is an Architect and Project Manager with broad experience in large-scale civic, mixed-use, and hospitality developments across the U.S. His portfolio includes the City of Baytown Hotel and Convention Center Renovation, Ford Park Redevelopment, and the West Memphis Entertainment District, as well as notable national projects such as the Comcast Technology Center and Four Seasons Residences in Philadelphia. Jeffrey combines strong technical expertise with a collaborative approach to design and project delivery, ensuring efficiency and quality throughout every project phase.

Project Understanding and Coordination

H&LA understands that successful completion of this assignment will depend on clear communication, effective coordination, and a structured exchange of information between all parties. Our team will work closely with the client throughout each phase of the study to ensure that all objectives are clearly defined, expectations are aligned, and deliverables are met on schedule.

At the outset of the engagement, we will provide a detailed data request list outlining the information needed to complete our analysis. We will coordinate directly with the client to obtain this information efficiently and will remain available to clarify any questions regarding data needs.

Our team will schedule and coordinate all necessary site visits and stakeholder interviews in collaboration with the client. These meetings are an integral part of our process, allowing us to gain a thorough understanding of the property, market dynamics, and project goals.

Throughout the study, we will maintain open lines of communication and keep the client informed of our progress. Interim discussions will be scheduled as needed to review preliminary findings, address emerging questions, and confirm that our analysis remains consistent with the client’s vision for the project.

Upon completion, we will provide a comprehensive report summarizing our findings, conclusions, and recommendations. H&LA is committed to a collaborative and transparent process that ensures the client is fully informed and engaged at every stage of the project.

Quality Control Program

H&LA maintains a rigorous quality control program designed to ensure the accuracy, reliability, and professionalism of all deliverables. Our analyses are based on the most current and credible data available from widely recognized industry sources, as well as proprietary research and first-hand market observations.

Each report undergoes a detailed internal review process led by senior team members to verify the accuracy of data, validity of assumptions, and consistency of conclusions. This multi-level review ensures that all findings are well-supported, clearly presented, and aligned with industry standards.

Our firm's quality assurance practices emphasize accuracy, clarity, and transparency at every stage, from data collection and analysis to report preparation and final review, so that our clients can have complete confidence in the integrity and reliability of our work.

Approach and Methodology

I. Market Feasibility and Financial Analysis Study

OBJECTIVE

This engagement will assess the market feasibility of the development of a proposed hotel and convention center. Our analysis will provide valuable insights to support informed decision-making regarding project viability. We will conduct an in-depth financial evaluation to estimate the hotel's probable operating performance over an 11-year holding period.

Beyond financial analysis, we will provide tailored recommendations regarding key aspects of the proposed development, including:

- Optimal property size and configuration, including guestroom count, food and beverage facilities, conference space, recreational amenities, and future expansion potential
- Strategic amenity offerings to maximize guest attraction and revenue generation
- Potential operating options - independently operated or affiliated with a franchise, along with possible franchise options

SCOPE OF WORK

Research & Data Collection

Prior to initiating our study, we will engage with the client to define the project's scope, address confidentiality concerns, and align our analysis with specific objectives. Our research process includes the following components:

- **Understand Business Goals:** Review the overall objectives for the proposed hotel and assess the scale of the investment and vision for the project

- **Review Subject Data:** Review information such as development budget, financial forecast, architectural plans, tax & zoning information, etc.
- **Review Existing Research:** Evaluate prior market studies and leverage our insights into the submarket
- **Site & Market Evaluation:** Conduct a site visit and market tour, including:
 - Travel to the subject market for a site visit, neighborhood and market tour, and meetings with the client
 - Visit competitive hotels and resorts to assess facilities, performance benchmarks, and market segmentation
 - Interview hotel managers, owners, and representatives of major hotel chains
 - Engage with local economic development authorities, convention and visitor bureau, tourism board, chamber of commerce, assessor's office, and municipal planning offices
 - Review zoning, tax, and regulatory considerations relevant to the development
 - Analyze the project's master plan (if applicable) and planned developments in the surrounding area

Market Analysis

- **Industry Trends:** Evaluate national and regional hospitality and hotel trends to contextualize the project within broader market conditions
- **Economic & Demographic Assessment:** Analyze local market factors such as population growth, employment rates, income levels, tourism, and transportation access
- **Regional Supply Analysis:** Analyze demographic and economic information within various drive times of the subject compared with successful comparable facilities
- **Site Analysis:** Analyze the proposed project site, including
 - Traffic counts
 - Access and visibility
 - Proximity and travel time
 - Nearby visitor attractions
 - Distance to demand generators relative to competitive properties
 - Demographic and economic information within various drive times of the subject, including the number of children and families, adults, household income, and other population statistics
 - Visitation levels, leasing trends, new stores and attractions, etc.
- **Competitive Positioning:**
 - Assess demand generators, including leisure, corporate, and group travel
 - Identify and evaluate direct competitors based on historical performance data, occupancy rates, ADR (Average Daily Rate), visitation, meeting space, and market segmentation
 - Analyze the past 10 years' hotel occupancy, ADR, and RevPAR performance for the competitive set utilizing data from CoStar and STR
 - Utilize data analytics tools (i.e., Placer) to analyze visitor demand and demographics at comparable hotels and resorts
 - Profile the competitors by providing information about their performance, facilities, and expansion plans

- Prepare a SWOT analysis to highlight the strengths, weaknesses, opportunities, and threats related to the proposed development
- Analyze the historical market segmentation (corporate transient, leisure transient, group, and contract demand) of the competitive properties and project the market segmentation for the proposed hotel
- Analyze demand for conference and convention center space in the market
- **Supply & Demand Dynamics:**
 - Examine current and planned hotel and resort developments within the market
 - Evaluate trends and estimate the supply of and demand for guestrooms and conference space
 - Forecast market growth and assess potential impacts from new supply additions
 - Quantify the projected performance of the subject compared to similar properties in similar markets throughout the region
- **Franchise Analysis:** Evaluate the suitability of franchise affiliation and recommend potential brand partners based on market positioning and financial performance
- **Development Cost Projections:** Estimate a range of construction costs based upon cost data from CoreLogic and other industry services, along with in-house data from other assignments, to provide a realistic financial framework for decision-making
- **Proposed Project Forecasts:**
 - Forecast annual occupancy and ADR levels for the proposed property
 - Forecast usage levels for the proposed convention center
 - Compare the projected performance of the subject to comparable properties in similar markets throughout the region and the subject's competitive set of properties
 - Analyze daily and monthly occupancy and ADR performance of the market, and make projections of daily and monthly occupancy performance for the subject for a stabilized year

Financial Analysis & Feasibility Projection

Utilizing insights from the market analysis, we will develop a comprehensive financial model forecasting the hotel or resort's potential performance for a standard holding period. This will include:

- **Revenue & Expense Projections:**
 - Utilize data from comparable properties, industry benchmarks (*STR/CoStar's Hotel Profitability Study*, *CBRE's Trends in the Hotel Industry*), and our proprietary financial information from over 2,000 hotels and resorts
 - Forecast key performance metrics, including occupancy rates, ADR, and RevPAR for an 11-year holding period
- **Operational Performance Projections:** The financial analysis report will include detailed comparisons with actual operating statements of similar properties and will provide a line-by-line discussion of each of the major departments of a hotel. In addition, we will:
 - Analyze the effects of estimated future inflation on revenues and expenses and arrive at the estimated cash flow from operations
 - Estimate departmental revenue and expenses on a per-room, per-occupied-room, and percentage-of-total-revenue basis

- Adjust projections to account for inflation and anticipated market fluctuations
- **Feasibility Analysis:**
 - Calculate the potential value of the property based on typical discount and capitalization rates
 - Benchmark value created against construction costs and comparable hotel developments to determine financial feasibility

Comprehensive Market Feasibility Study

We will present our findings in a comprehensive narrative market study report, outlining recommended facility components and providing prospective financial analysis. Our evaluation will assess the strength and growth potential of the target markets, analyzing attendance trends, utilization rates, and other key performance indicators relevant to comparable hotel and resort properties. The report will include specific recommendations regarding the appropriate number of guestrooms, food and beverage facilities, conference facilities, amenity sizing, and any expansion potential for the property. We will also propose amenity enhancements designed to attract additional demand. This report will serve as a strategic resource for stakeholders, investors, and decision-makers, offering clear, data-driven insights to support the planning and development of a successful project.

II. Site Planning

Project Luong will provide a comprehensive site planning analysis for the urban site selected by the City, developing clear and compelling visual materials that illustrate the recommended program, size, scope, and scale of the proposed Hotel and Convention Center.

The City has requested an independent, third-party review of the developer's proposed site layout concept. This scope reflects a limited review and is not intended to provide a full site plan design effort for a greenfield site. Services included in this scope are as follows:

Program Fit Verification

- Review and confirm that the program elements identified in your team's study can be properly accommodated on the proposed site.

Adjacency Review for Entertainment Programming

- Assess the layout to ensure necessary adjacencies and relationships between entertainment program components are appropriately addressed.
-

Code and Zoning Compliance Review

- Evaluate the proposed development against applicable zoning regulations, development standards, and relevant codes to confirm that the concept is permissible within current requirements.

Revised Site Plan Markups

- Prepare and issue a revised site plan with markups reflecting recommended adjustments based on:
 - The developer's proposed concept
 - Findings from the feasibility study
 - Identified opportunities, constraints, or compliance considerations

Narrative Summary of Findings

- Provide a written narrative outlining the impacts, recommended changes, and opportunities identified during the site review.

Site Rendering

- Develop and deliver one (1) revised site rendering representing a unified proposal for the City's review and potential use in communications.

PROJECT QUALIFICATIONS & EXPERIENCE

Hotel & Leisure Advisors

Our consultants are national experts in the analysis of all types of hotel and resort properties. We have prepared more than 4,000 hotel and attraction studies, including nearly every hotel brand and chain scale in the United States and Canada. With your project in mind, below is a small sampling of projects we have completed over the years that are similar to yours in property type or scope of services. A complete list of all H&LA projects can be found on our [website](#).

Omni Frisco Hotel – Frisco, Texas: H&LA conducted a market feasibility study assessing the potential for a premier **hotel and convention center** designed to support the city's growing business community while attracting new visitors and demand to the region. Three potential sites in Frisco were carefully evaluated, and our analysis recommended a 500-room luxury hotel featuring a full-scale convention center, multiple dining venues, a spa, fitness center, outdoor pool with waterpark elements, and an outdoor golf range with bar—creating a dynamic destination that blends business, leisure, and lifestyle experiences.



Kalahari Resorts – Round Rock, Texas: H&LA prepared a comprehensive retrospective appraisal and market analysis for the Kalahari Resort in Round Rock, a premier destination featuring a **full-scale convention center**. We examined a regional set of comparable properties to assess potential financial performance, employing the income capitalization, sales comparison, and cost approaches. Our analysis thoughtfully allocated value across real estate,

personal property, and intangible assets, providing a clear picture of the resort's market positioning and investment potential.

Gaylord Texan Resort – Grapevine, Texas: H&LA conducted a Market and Financial Feasibility Study to evaluate the potential for an indoor waterpark addition to the 1,814-room resort. Our analysis explored multiple development scenarios, with and without the waterpark and guestroom expansion, providing the client with a clear understanding of the projected value relative to development costs. This insight enabled informed decision-making on the financial and operational viability of each expansion scenario, supporting a strategic approach to enhancing the resort's offerings and market appeal.





Great Wolf Lodge Properties – United States and Canada: Hotel & Leisure Advisors has had the privilege of partnering with Great Wolf Lodge on a wide range of consulting assignments across their portfolio of properties in the United States and Canada. Our work has included appraisals, feasibility studies, economic impact analyses, operational reviews, customer surveys, and other strategic consulting services. As the largest indoor waterpark resort company in North America—with 23 properties and growing—Great Wolf Resorts continues to set the standard in the industry, and H&LA has been at the forefront of their growth and expansion.

PROJECT LUONG PROJECTS

Crystal District at Lago Mar: The Crystal District at Lago Mar is a \$1 billion mixed-use resort development in Texas City, Texas, anchored by the largest Crystal Lagoon in the state. The 100-acre master plan includes a destination resort, indoor waterpark, family entertainment center, multifamily residences, vacation rentals, and a restaurant promenade. Project Luong led the master planning, development phasing, pro forma, and branding, transforming an unnamed district into the iconic “Crystal District.” Through creative design, stakeholder coordination, and an extensive 3D modeling effort, the team achieved municipal approval and positioned the project to move forward in 2025.



Ford Park Redevelopment: The Ford Park Redevelopment in Jefferson County, Texas, reimagines the county-owned Ford Park complex into a year-round destination for sports, recreation, and entertainment. The \$210 million plan transforms the existing arena into a multi-sport facility and adds a 100,000-square-foot indoor waterpark, hotel, and retail boardwalk surrounding a new lake and fountain feature. Project Luong led planning, finance, and design efforts, developing phased construction schedules, detailed revenue modeling, and operational strategies to ensure long-term success. The project represents a major investment in regional tourism and economic

development.

Oak Hills Lagoon: Oak Hills Lagoon is a \$45 million leisure destination in Columbia, South Carolina, featuring the state’s first Crystal Lagoon. The 24-acre site includes a community clubhouse, events center, limited-service hotel, big-box entertainment venue, and multifamily housing surrounding a four-acre lagoon. Project Luong provided architecture, planning, and master design services, capturing the distinctive charm of Low Country architecture while balancing environmental and infrastructure constraints. The design establishes a cohesive, authentic sense of place rooted in South Carolina’s cultural and architectural heritage.



FEES & PAYMENT SCHEDULE

Project Fees	
Component	Fee
I - Market Feasibility and Financial Analysis Study	\$29,000
II – Site Planning	\$21,000
H&LA travel, subsistence, and out-of-pocket expenses, including research data	Not to exceed \$2,500

These fee estimates are subject to revision if the scope of the engagement is altered. In such an event, we will discuss the matter with you so that a mutually acceptable revision can be made. Our price quote for this scope of services is valid for 90 days from the date of this proposal. Projected expenses exclude any applicable state sales taxes. If at any point during the engagement a decision is made to discontinue our services, our professional fees will be based on the time expended through that date.

Payment Schedule

We require a 50% retainer prior to beginning the assignment.

After conclusion of our fieldwork, we will issue an invoice for 25% of the project fee. This payment is due prior to our issuing the draft report.

The final invoice (balance plus expenses) will be sent with the draft copy of the completed report. Payment of this invoice is required prior to our issuance of final reports. Hard copies of the report are available upon request for an additional fee.

Any revisions to the report made within 30 days of issuance of the draft are included in the fee. Any revisions after 30 days will require an additional 10% of the project fee. If we do not receive any revisions within 30 days, we will issue the final report, provided we have received payment of the final invoice.

Any invoice that is 60 days past due is subject to a 1.5% monthly finance charge. Client agrees to pay any fees incurred as a result of collections activity.

We will negotiate fees for any additional services when you request them. Our consulting services are available at a rate of \$170-\$620 per hour, depending on the staff person involved, or we will issue a specific fee quote once the scope of additional services is determined.

TIMING

We can begin work immediately and will provide you with the report documenting our conclusions within 40 to 60 days of receiving the retainer payment and the signed engagement letter. We will work with your appointed representative to ensure the required data is made available. *The delivery date of the draft and final reports is contingent upon receiving the data requested for the property on a timely basis.*

We will communicate with you on a regular basis throughout the project and update you as needed on our progress. Chronologically, we will:

- Issue a data request list indicating items that need to be reviewed as part of our analysis.
- Schedule appointments to meet with you and tour the subject site and local/regional market. Our fieldwork will include visits to a range of comparable facilities.
- After conclusion of fieldwork, we will conduct additional research and interviews and analyze additional data to prepare the report. It typically takes a few weeks to analyze the data and an additional few weeks to write the report.
- Execute internal review of the report for quality control purposes.
- Issue the report in draft format within the timeframe specified in the proposal. After you review the draft, we will issue the final version of the report, including addenda items.

D. DISCLOSURES

Conflict of Interest

We hereby certify that we have no known conflicts of interest that would prevent us from performing services for the City of Bastrop in an objective and impartial manner. We further affirm that neither the firm nor any of its principals, officers, or employees has any financial or personal interest that would impair our ability to provide independent and unbiased professional services to the City.

Conditions

The report will be prepared in accordance with our Standard Conditions, which are attached. To indicate your acceptance of this proposal, please sign and return it to us with a retainer of 50% as authorization for us to proceed with the engagement.

As a material inducement for Hotel & Leisure Advisors to enter into this agreement for services and for value received, and the consideration of Hotel & Leisure Advisors' performance in providing appraisal and consulting services for the client, the signature on this letter guarantees the company's timely payment of this agreement. This includes, but is not limited to, the payment of any and all sums due pursuant to the agreement. This guarantee applies to services rendered prior to and after the above date.

The terms of this agreement shall be interpreted and construed in accordance with the laws of the State of Ohio. The client hereby submits to the nonexclusive jurisdiction of the court having jurisdiction in the County of Cuyahoga, State of Ohio, and agrees not to raise and waive any objection based upon forum non conveniens.

Thank you for this opportunity to be of service. We look forward to working with you on this assignment.

Hotel & Leisure Advisors



David J. Sangree, MAI, ISHC
President

By signing below, I agree to the fees and terms described in the attached proposal. By initialing next to the component(s) below, I agree to pay fees for the report as indicated. I have read and understood the proposal and the attached standard conditions, and I agree to the terms and conditions therein.

Component	Fee	Initial to be Engaged
I & II - Market Feasibility and Financial Analysis Study and Site Planning	\$50,000	
Expenses	Not to exceed \$2,500	

Signature

Name (print)

Title

Company

Company Address

City, State, Zip code

Email

Phone Number

Date

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Standard Conditions: The following Standard Conditions apply to real estate consulting engagements and appraisals by Hotel & Leisure Advisors (H&LA). Extraordinary Assumptions are added as required.

1. The report is to be used in whole and not in part. The report, engagement letter and these standard conditions constitute the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or current agreements or understandings between the parties, whether in writing or orally. The report and engagement letter may not be amended except in writing signed by the parties hereto. These standard conditions shall survive the completion of the assignment.
2. Publication of the report or engagement letter without the prior written consent of H&LA is prohibited unless otherwise stated in the letter of engagement. Neither the report nor engagement letter may be used by any person other than the party to whom they are addressed nor may they be used for purposes other than that for which they were prepared. Neither the engagement letter, nor the report, nor their contents, nor any reference to the appraisers or H&LA or any reference to the Appraisal Institute, International Society of Hospitality Consultants, or the American Institute of Certified Public Accountants, (or the MAI, ISHC, or CPA designations) may be included or quoted in any offering circular or registration statement, prospectus, sales brochure, other appraisal, loan, or other agreement or document without H&LA's prior written permission, in its sole discretion. Moreover, "H&LA" is a registered trademark of Hotel & Leisure Advisors. The client agrees that in event of a breach of this Section 2, in addition to any other rights and remedies of H&LA, and hereby consents to injunctive relief.
3. No responsibility is assumed for the legal description or any matters which are legal in nature. Title to the property is assumed to be good and marketable and the property is assumed to be free and clear of all liens unless otherwise stated. No survey of the property was performed. Sketches, maps, photos, or other graphic aids included in the reports are intended to assist the reader in ready identification and visualization of the property and are not intended for technical purposes.
4. The information contained in the assignment is based upon data gathered from sources the consultant or appraiser assumes to be reliable and accurate. Some of this information may have been provided by the owner of the property. Neither the consultants nor H&LA shall be responsible for the accuracy or completeness of such information including the correctness of public records or filings, estimates, opinions, dimensions, sketches, exhibits, and other factual matters.
5. The report may contain prospective financial information, estimates, or opinions that represent the consultants' or appraisers' view of reasonable expectations at a particular point in time. Such information, estimates, or opinions are not offered as predictions or as assurances that a particular level of income or profit will be achieved, that events will occur, or that a particular price will be offered or accepted. Actual results achieved during the period covered by H&LA's prospective financial analyses will vary from those described in the report, and the variations may be material. The financial projections stated in the report and any opinions of value are as of the date stated in the report. Changes since that date in external and market factors or in the property itself can significantly affect property value or performance.
6. H&LA has not considered the presence of potentially hazardous materials and contaminants such as asbestos, urea formaldehyde foam insulation, toxic waste, PCBs, pesticides, mold, lead-based paints, or other materials. The appraisers and consultants are not qualified to detect or report on hazardous material contamination and H&LA urges the client to retain an expert in this field if desired.
7. Unless noted, H&LA assumes there are no encroachments, zoning violations, or building violations encumbering the subject property. It is assumed that the property will not be operated in violation of any applicable government regulations, zoning, codes, ordinances, or statutes. No responsibility is assumed for architectural design and building codes. The analysis and concept drawings included in the report are not intended for technical purposes.
8. All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless specified otherwise.
9. Real estate consulting engagements and appraisal assignments are accepted with the understanding that there is no obligation to furnish services after completion of the original assignment. We are not required to give testimony or attendance in court by reason of this analysis without previous arrangements, and the client will be obligated to pay in advance for the standard per diem fees and travel costs.
10. No significant change is assumed in the supply and demand patterns indicated in the report. The appraisal or consulting engagement assumes market conditions as observed as of the current date of the market research stated in the letter of transmittal. These market conditions are believed to be correct; however, H&LA or the consultants assume no liability should market

conditions materially change because of unusual or unforeseen circumstances.

11. The quality of a lodging facility or other leisure property's management has a direct effect on the property's economic viability. It should be specifically noted by any prospective reader that the engagement assumes that the property will be competently managed, leased, and maintained by financially sound owners over the expected period of ownership. H&LA is not responsible for future marketing efforts and other management or ownership actions upon which actual results will depend.
12. The forecast of income and expenses are not predictions of the future. Rather, they are the consultants' best estimates of current market thinking on future income and expenses. We do not warrant that the estimates will be obtained, but that they have been prepared in a conscientious manner on the basis of information obtained during the course of this study.
13. The subject property is valued assuming all items of furniture, fixtures, equipment, working capital, and inventory are in place. Should items essential in the operation of the hotel prove to be missing, we reserve the right to amend the opinion of value expressed in an appraisal report.
14. H&LA does not, as part of this consulting report or appraisal, perform an audit, review, or examination (as defined by the American Institute of Certified Public Accountants) of any of the historical or prospective financial information used and therefore, does not express any opinion with regard to it.
15. The consulting engagement or appraisal report has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice and the Code of Ethics of the Appraisal Institute. No other code, ordinance, rule or regulation of any kind or nature whatsoever shall apply.
16. It is agreed that the maximum damages recoverable from H&LA or its affiliates or their respective employees relative to this engagement shall be the amount of the money actually collected by H&LA or its affiliates for work performed pursuant to the engagement letter. The client acknowledges that H&LA cannot and does not guarantee and makes no representations as to the success of the project. H&LA shall not be liable for any incidental, breach of warranty, consequential or punitive damages, expenses, costs or losses whatsoever directly or indirectly arising out of the services performed hereunder (including negligence and/or gross negligence). In addition, there is no accountability or liability to any third party.
17. The client hereby releases and discharges H&LA, its directors, officers, and employees, from and against any and all claims and demands of any nature or kind whatsoever arising as a result of the design, development, operations, and performance of the proposed or existing project. The client furthermore agrees to indemnify, defend and hold harmless H&LA and its directors, officers and employees, from any and all claims of any nature whatsoever, including attorney fees, expenses and costs.
18. The report does not address the project's compliance with the federal statute commonly known as the Americans with Disabilities Act as well as regulations and accessibility guidelines promulgated thereunder.
19. The provisions of the report, the engagement letter and these standard conditions shall be severable, and if a court of competent jurisdiction holds any provisions of the report, engagement letter and these standard conditions invalid, illegal or unenforceable, the remaining provisions shall nevertheless remain in full force and effect as written.

RESOLUTION NO. R-2025-210

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH REALTY TRUST GROUP, INC. (RTG) FOR A FEASIBILITY STUDY FOR A FULL-SERVICE HOSPITAL AND MEDICAL FACILITIES TO BE LOCATED IN THE AREA OF BEAR HUNTER, FM 20, AND HIGHWAY 71, IN AN AMOUNT NOT TO EXCEED \$50,000; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop seeks to evaluate the feasibility of developing a full-service hospital and associated medical facilities to expand access to healthcare services for residents and the region; and

WHEREAS, the proposed medical project is contemplated within the same general area as the proposed hotel and convention center—bounded by Bear Hunter, FM 20, and Highway 71—and is envisioned as a component of a larger, approximately 400-acre master planned development; and

WHEREAS, the City desires to engage a qualified consultant to conduct a comprehensive feasibility study to assess market demand, service line needs, projected performance, site and infrastructure considerations, partnership structures, and the anticipated public and private participation and load to the project; and

WHEREAS, Realty Trust Group, Inc. (RTG) is a qualified firm with experience in healthcare real estate planning, market analysis, and development advisory services, and has proposed to conduct the feasibility study for an amount not to exceed Fifty Thousand Dollars (\$50,000); and

WHEREAS, the purpose of the feasibility study is to determine whether the City can sustain such a project, including analysis of demand drivers, clinical service programming, capital and operating models, potential delivery structures, and recommendations to inform the City Council's decision-making prior to proceeding with subsequent phases of development.

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

Section 1. Findings. The City Council hereby finds the recitals set forth above are true and correct and are incorporated herein as findings of the City Council.

Section 2. Authorization. The City Council authorizes the City Manager, or designee, to negotiate and execute a contract with Realty Trust Group, Inc. (RTG) for a feasibility study for a full-service hospital and associated medical facilities to be located in the area of Bear Hunter, FM 20, and Highway 71, in an amount not to exceed Fifty Thousand Dollars

(\$50,000), together with any documents necessary to implement the study consistent with this Resolution.

Section 3. Scope and Purpose. The feasibility study shall evaluate market demand and demographics; clinical service line programming; facility sizing and phasing; site and infrastructure needs within the larger 400-acre master planned development; projected operating performance; capital and operating financial analyses; partnership structures including potential public and private funding participation and load; and provide findings and recommendations to guide Council deliberation prior to design, procurement, or construction activities.

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. Effective Date. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED by the City Council of the City of Bastrop, Texas, on this the ____ day of _____, 2025.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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





Aligning Strategy, Driving Growth
Through Healthcare Real Estate

December 2, 2025

City of Bastrop

1311 Chestnut Street

Bastrop, TX 78602

Attn: Ms. Sylvia Carrillo, City Manager

Dear Ms. Carrillo:

Realty Trust Group (RTG) along with PYA, P.C. (PYA) and Corgan (collectively, the “Project Team”) is pleased to present our Proposal to the City of Bastrop as it seeks to validate the feasibility of a new acute care hospital in the City. We are confident in our ability to deliver a thorough analysis of both immediate and long-term needs as well as a strategy to bring a best-in-class facility to your community. In accordance with our recent submission of qualifications dated October 17, 2025, the scope of this proposal is related to an initial 60-day assessment of need for a short-term acute care hospital facility.

Scope of Work

- **Initiate Engagement** – Facilitate a kick-off meeting with the City’s leadership team to discuss and affirm the project’s key stakeholders, goals, project schedule, information needs, and deliverables.
- **Collect Data** – Issue a detailed request for information (RFI) outlining historical information needed for completion of the engagement and collaborate with the Texas Hospital Association to gather required historical market data.
- **Develop Market Fact Base** – Collaborate with the City to determine the service area(s) of focus for this initiative. We will develop a high-level assessment of the City’s identified market (see ‘Deliverables’ section).
- **Develop Assessment of Inpatient Bed Need** – Develop a high-level assessment that estimates the availability of and demand for inpatient beds (by bed type, as available) in the identified service area.
- **Client Engagement** – The team will meet with the City on a bi-weekly basis to ensure alignment and collaboration through the duration of the initial assessment

Deliverables

It is our understanding that the City desires to complete the initial assessment within a sixty day period. Subject to timely receipt of all requested data, the Project Team will provide the following deliverables:

<p>Market Assessment Summary</p>	<p>Summary findings related to an assessment of the City’s healthcare landscape, including:</p> <ul style="list-style-type: none"> • Demographics: quantification of market-specific population distribution and growth trends, socio-economic factors, health status, and other demographic characteristics (as merited). • Market Sizing & Utilization Trends: quantified service line-level volume and utilization trends across inpatient and, where available, outpatient services. • Existing Access Points: identification of key existing market access points, including (but not limited to) hospitals, ambulatory surgery centers (ASCs), and free-standing emergency departments (FSEDs). • Patient Migration Patterns: assess historical patient migration patterns, including in- and out-migration for inpatient services, and provide an overview of the competitive environment for inpatient services.
<p>Inpatient Bed Need Summary</p>	<ul style="list-style-type: none"> • A summary report detailing estimated availability of and demand for inpatient beds in the identified service area.
<p>Facility Need Recommendation</p>	<ul style="list-style-type: none"> • Recommendation for an inpatient healthcare facility or alternate facility strategy based on the data collected • Outline of next steps and action items as appropriate.



Aligning Strategy, Driving Growth
Through Healthcare Real Estate

Proposed Fee Structure

Feasibility Fixed Fee - \$50,000.00

Reimbursables

The Project Team will also be reimbursed for reasonable and documented out-of-pocket expenses (no mark-up) incurred that are directly related to the project and / or with the performance of the services. At the end of each month RTG shall submit a statement of out-of-pocket expenses incurred during such month, together with appropriate documentation. We anticipate being onsite as needed for project meetings and will work with the City of Bastrop on an approved reimbursable schedule and budget.

The Project Team is excited and ready to commence this assignment and will commit the full resources and efforts of our company to ensure its success. If you have any questions about the details of this proposal, please do not hesitate to call Craig Flanagan at (713) 893-7507, or Jason Hinkel at (817) 940-0807.

Thank you again for this opportunity.

Craig Flanagan
Senior Vice President / Principal
Realty Trust Group, LLC
(713) 893-7507
cflanagan@realtytrustgroup.com

Jason Hinkel
Vice President, Advisory Services
Realty Trust Group, LLC
(817) 940-0807
jhinkel@realtytrustgroup.com



STAFF REPORT

MEETING DATE: December 9, 2026

TITLE:

Consider and act on Ordinance 2025-86, amending the City of Bastrop Code of Ordinances, Chapter 1 General Provisions, Article 1.03, Division 3, Section 1.03.066 by *adding* “City Council members shall be eligible to participate in the city’s group health insurance program, provided they pay 100% of the required premium.” and move to include on the January 13, 2026 agenda.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

A councilmember approached regarding the legality of providing health insurance to the Council.

After a discussion with Legal, it was determined it was legal so long as the Council was never compensated beyond what the Charter and the voters established.

Health insurance may be provided if the councilmember pays 100% of the cost of the premiums.

FISCAL IMPACT:

No fiscal impact; however, the health benefit pool is a risk-based cost, meaning the employee wellness as a group determines rates. In 2023, several costly claims resulted in an increase in FY 2024 and beyond, to the overall cost of health benefits to the City. Employees receive 100% paid coverage for medical, and 50% coverage for family. An otherwise less-than-healthy council member may raise the cost to the overall pool.

ATTACHMENTS:

1. Ordinance
2. Ordinance Amendment

ORDINANCE NO. 2025-86

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE CITY OF BASTROP CODE OF ORDINANCES, CHAPTER 1 GENERAL PROVISIONS, ARTICLE 1.03, DIVISION 3, SECTION 1.03.066 TO ADD LANGUAGE PROVIDING THAT CITY COUNCIL MEMBERS SHALL BE ELIGIBLE TO PARTICIPATE IN THE CITY'S GROUP HEALTH INSURANCE PROGRAM PROVIDED THEY PAY 100% OF THE REQUIRED PREMIUM; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Bastrop, Texas ("City Council") finds it in the public interest to clarify and amend provisions of Chapter 1, Article 1.03, Division 3 of the City of Bastrop Code of Ordinances concerning participation of elected officials in the City's group health insurance program; and

WHEREAS, The City Council desires to amend Section 1.03.066 to expressly state that City Council members may participate in the City's group health insurance program at no cost to the City and only upon payment by the member of one hundred percent (100%) of the required premium.

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

Section 1. Amendment to Chapter 1, Article 1.03, Division 3, Section 1.03.066 Chapter 1, General Provisions; Article 1.03; Division 3; Section 1.03.066 of the City of Bastrop Code of Ordinances is hereby amended by adding the following sentence to the section:

"City Council members shall be eligible to participate in the city's group health insurance program, provided they pay 100% of the required premium."

Section 2. Repealer

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

Section 3. Severability

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

Section 4. Codification

The City Council intends that the provisions of this Ordinance be codified as part of the City of Bastrop Code of Ordinances, and the City Secretary is hereby authorized to cause the same to be incorporated into the Code.

Section 5. Effective Date

This Ordinance shall take effect immediately upon its passage and approval according to law.

DULY ORDAINED AND ADOPTED by the Bastrop City Council on the first reading on this the 9th day of December, 2025.

DULY ORDAINED AND ADOPTED by the Bastrop City Council on the first reading on this the 13th day of January, 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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



Sec. 1.03.061 Composition; meetings.

- (a) In compliance with Home Rule Charter, the City Council shall be composed of a mayor and five (5) Councilmembers and shall meet regularly and at least once each month. The Council may hold as many additional, special meetings during the month as may be necessary for the transaction of the business of the city. Such special meetings may be called as necessary upon written notice to the City Secretary by the Mayor or by any three (3) of the other members of the Council.
- (b) All meetings, regular or special, shall be held at the City Hall, except if another location is designated by the Council, pursuant to public notification, as required by the Charter and by state law.
- (c) The City Council by resolution or adopted rules and procedures shall set the number, date, hour, and location of the regular meetings. Called meetings shall be held at such times as the interests of the city may require.

(1995 Code, § 1.901; Ord. No. 2024-52, § 3, 1-14-25)

Sec. 1.03.062 Compensation of Councilmembers.

Every Councilmember shall receive monthly compensation as outlined in the Home Rule Charter.

(1995 Code, § 1.902; Ord. No. 2024-52, § 3, 1-14-25)

Sec. 1.03.063 Duties and authority of Councilmembers.

Each Councilmember shall have the duties, responsibilities and authority provided by state law.

(1995 Code, § 1.903)

Sec. 1.03.064 Plenary power.

Unless prohibited by the Texas Constitution or state statute the governing power and authority of the City Council is plenary. Consistent with this authority, when the Council finds after due consideration that it is reasonable, necessary and in the best interest of the city and its citizens, the City Council may grant a variance from any provision of this code.

(Ord. No. 2011-14, 5-10-11)

Sec. 1.03.065 Expense account.

As outlined in the Home Rule Charter, while on official business trips for the city, the city council shall be reimbursed for actual expenses, advanced expenses and/or provided a daily per diem rate as established by the City Council adopted Rules and Procedures.

(Ord. No. 2024-52, § 3, 1-14-25)

Secs. 1.03.066 Group Health Insurance Participation

City Council members shall be eligible to participate in the city's group health insurance program, provided they pay 100% of the required premium

(Ord. No. 2025-82, 12-9-2025)

Secs. 1.03.067—1.03.090 Reserved.



STAFF REPORT

MEETING DATE: December 9, 2025

TITLE:

Consider and at on Resolution 2025-214 entering into a Master Transfer Agreement with the Hunter's Crossing Local Government Corporation, the City of Bastrop, and Hunter's Crossing Homeowner's Association.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

In 2019, the developer of the Hunter's Crossing subdivision transferred property to the City and Hunter's Crossing Local Government Corporation (HCLGC). Lot 17 was transferred to the City. Lots 16 and 30 were transferred to the HCLGC.

As part of that transfer, an easement covering the property required maintenance by the Hunter's Crossing Homeowner's Association (HCHOA).

The HCHOA failed to maintain its obligations, and the City and HCLGC have incurred expenses to maintain. Those expenses are then transferred to the residential properties within Hunter's Crossing subdivision as part of their public improvement assessment, which means a never-ending cycle of payments. Currently, the initial property assessments for the residents should end in 2026.

This transfer agreement will convey property now owned by the HCLGC in lots 16 and 30 which contain, among other things, trails, green space, sports fields, pool, basketball court, other play areas, drainage pathways, and detention ponds that capture stormwater runoff.

The council acted in 2025 to begin the process to end the Hunter's Crossing Public Improvement District (PID).

This transfer agreement will transfer ownership, and maintenance, to the City for all of the items listed in lots 16 and 30.

This item does not resolve the debt owed by the PID for outstanding capital items such as the fence. The HCLGC is still responsible for such debt obligations. However, the HCHOA will now be responsible for the maintenance of the fence.

FISCAL IMPACT:

Costs to mow the drainage area, maintain the sports facilities, and pool is approximately \$75,000.

RECOMMENDATION:

Approve as submitted.

ATTACHMENTS:

1. Resolution
2. Master Transfer and Settlement Agreement

RESOLUTION NO. R-2025-214

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE MASTER TRANSFER AND SETTLEMENT AGREEMENT BETWEEN THE CITY OF BASTROP, THE HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION (HCLGC), AND THE HUNTERS CROSSING HOMEOWNERS ASSOCIATION (HCHOA); AUTHORIZING THE TRANSFER OF CERTAIN HCLGC-OWNED PROPERTY TO THE CITY; RESOLVING DISPUTES REGARDING MAINTENANCE EASEMENTS ON LOTS 16, 17, AND 30; REDUCING MAINTENANCE ASSESSMENTS ON PROPERTY OWNERS WITHIN THE HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT; PROVIDING FOR FINDINGS OF FACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hunters Crossing Public Improvement District (“PID”) was created in 2003, with the Hunters Crossing Local Government Corporation (“HCLGC”) serving as its managing member; and

WHEREAS, HCLGC and the City annually approve special assessments that obligate property owners within the PID to pay for ongoing maintenance and operations costs of HCLGC and its property; and

WHEREAS, in 2019, the property developer transferred certain real property to the City and to HCLGC by Special Warranty Deed, recorded as Instrument Nos. 202000982 and 202000983; and

WHEREAS, from the conveyance of Lot 17 to the City, and Lots 16 and 30 to the HCLGC, as identified in the Special Warranty Deeds, the developer reserved to the Hunters Crossing Homeowners Association (“HCHOA”) a maintenance easement assigning responsibility to the HCHOA for maintenance of those properties; and

WHEREAS, disputes and controversies subsequently arose between the Parties concerning ongoing and past maintenance obligations and related expenses associated with the maintenance easements on Lots 16, 17, and 30; and

WHEREAS, the Board finds that property owned by HCLGC contains, among other things, trails, green space, sports fields, a pool, basketball court, other recreational play areas, drainage pathways, and detention ponds used to capture stormwater runoff; and

WHEREAS, HCLGC and the City desire to reduce the annual maintenance assessments imposed on property owners within the PID by transferring ownership of certain HCLGC property to the City; and

WHEREAS, the Parties further desire to resolve all outstanding disputes concerning the maintenance easements on Lots 16, 17, and 30; and

WHEREAS, HCLGC, the City, and HCHOA desire to enter into a Master Transfer and Settlement Agreement establishing the framework for the transfer of ownership, maintenance responsibilities, and related rights between the Parties.

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

SECTION 1. Findings of Fact.

The foregoing recitals are hereby found to be true and correct and are adopted as findings of fact for all purposes.

SECTION 2. Approval of Agreement.

The City Council hereby approves the Master Transfer and Settlement Agreement by and between the City of Bastrop, HCLGC, and HCHOA, attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION 3. Authorization to Execute.

The Mayor is authorized to execute the Master Transfer and Settlement Agreement, including any associated documents necessary to complete the transfer of property ownership and to effectuate the intent of this Resolution.

SECTION 4. Implementation.

City staff is directed to take all actions necessary to complete the transfer of HCLGC-owned property to the City, consistent with the Agreement, and to implement revised maintenance obligations and assessment reductions for PID property owners.

SECTION 5. Severability.

If any provision of this Resolution is found to be invalid or unenforceable, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

SECTION 6. Effective Date.

This Resolution shall be effective immediately upon passage.

PASSED AND APPROVED this 9th day of December, 2025.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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



**MASTER TRANSFER AND SETTLEMENT AGREEMENT BETWEEN HUNTERS
CROSSING LOCAL GOVERNMENT CORPORATION, THE CITY OF BASTROP, AND
HUNTERS CROSSING HOMEOWNERS ASSOCIATION**

This Agreement is entered into between the Hunters Crossing Local Government Corporation, a local government corporation formed pursuant to Texas Transportation Code Section 431.101 and a managing member of the Hunters Crossing Public Improvement District (“HCLGC”), The City of Bastrop, a home-rule municipality located in Bastrop County, Texas (“City”) and Hunters Crossing Home Owners Association, a Texas nonprofit corporation and comprised of members of the Hunters Crossing Public Improvement District (“HCHOA”), for the purposes of establishing terms for the transfer of property within the Hunters Crossing Public Improvement District.

WHEREAS, that the Hunters Crossing Public Improvement District (“PID”) was created in 2003 with HCLGC as its managing member; and

WHEREAS, HCLGC and the City approve special assessments each year that obligate the property owners within the PID to pay for ongoing maintenance and operations costs of HCLGC and its property; and

WHEREAS, in 2019, the property developer transferred property to the City and HCLGC through Special Warranty Deed, instrument numbers 202000982 and 202000983; and

WHEREAS, from the grant of Lot 17 to the City, and of Lots 16 and 30 to the HCLGC, as identified in the Special Warranty Deeds, the property developer reserved to HCHOA an easement assigning responsibility for maintenance of those properties to the HCHOA; and

WHEREAS, certain disputes and controversies arose between the Parties regarding ongoing and past property maintenance obligations, and related expenses, resulting from the maintenance easement on Lots 16, 17, and 30; and

WHEREAS, the Board finds that property owned by the HCLGC contains among other things, trails, green space, sports fields, pool, basketball court, other play areas, drainage pathways, and detention ponds that capture stormwater runoff; and

WHEREAS, HCLGC and the City desire to reduce the maintenance assessments on property owners within the PID by transferring ownership of HCLGC property to the City; and

WHEREAS, the Parties desire to resolve the disputes and controversies regarding the maintenance easements on Lots 16, 17, and 30; and

WHEREAS, HCLGC, the City, and HCHOA desire to enter into Master Transfer and Settlement Agreement to govern the transfer of ownership, maintenance, and other rights and responsibilities.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. Exhibits

- A. Special Warranty Deed with Attachment A
- B. Landscape Easements
- C. Release of Easement
- D. Fence Maintenance Easement with Attachment A

II. Transfer to City

A. Property ownership transfer from HCLGC to the City

HCLGC hereby agrees to transfer, convey, and assign to City, and City agrees to accept, all of HCLGC's right, title, interest in and to the real property described in **EXHIBIT A** attached hereto and incorporated herein by reference (the "Transferred Property") except for rights and interests expressly reserved herein. The conveyance shall be effected by one or more Special Warranty Deeds as agreed by the Parties, materially consistent with the Special Warranty Deed attached as **EXHIBIT A**, in recordable form, and in compliance with applicable law.

The transfer of the Transferred Property is subject to all previous encumbrances and easements, except the maintenance easement granted to HCHOA for tracts 16, 17, and 30 by T.F. Hunters Crossing L.P. recorded in Instrument Numbers 202000982 and 202000983 of the Real Property Records of Bastrop County, Texas, shall be removed and replaced by the fence maintenance obligations and easement pursuant to Section III

III. HCHOA Easements

B. Landscape Easement transfer from HCLGC to the HCHOA

HCLGC also agrees to grant, sell and convey to HCHOA, and HCHOA agrees to accept its entire obligation and interest in the following landscape easements:

1. The Landscape Easement 200616971 granted to HCLGC by Sabine Investment Company recorded in Book 1689, Pages 733-739, of the Real Property Records of Bastrop County, Texas.

2. The Landscape Easement 200616970 granted to HCLGC by Sabine Investment Company recorded in Book 1689, Pages 726-732, of the Real Property Records of Bastrop County, Texas.

The conveyance shall be effected by one or more Landscape Easements as agreed by the Parties, materially consistent with the landscape easements attached as **EXHIBIT B**, in recordable form and in compliance with applicable law.

A. Release of Recreational Maintenance Easement

The Special Warranty deeds executed On September 24, 2019, by TF Hunter's Crossing, L.P. convey to HCHOA a maintenance easements on tracts 16, 17, and 30 for the purpose of maintaining and replacing recreational facilities on such tracts. Tracts 16, 17, and 30 contain recreational facilities such as a pool, a playground, a basketball course, a soccer field, a baseball field, and a dock.

By and through this Agreement, Tracts 16, 17, and 30 shall be transferred to the City without the maintenance obligation and easement previously granted to HCHOA. In exchange for the releases, fence maintenance easement, and other consideration included herein, HCHOA agrees to sign the Release of Easement, attached hereto as **EXHIBIT C**, to be filed with the Real Property Records of Bastrop.

B. Transfer of Fence Maintenance Easement

Instead, in exchange for the releases and removal of the maintenance obligations for Tracts 16, 17, and 30 contained herein, the City shall transfer, convey and assign, and HCHOA shall accept, maintenance obligations and easements for the fence that surrounds the single-family residential property within the PID as identified in **EXHIBIT D**.

By signing this agreement, HCHOA shall be solely responsible for replacing, maintaining, and repairing all the fences marked on **EXHIBIT D**. The City shall execute the Fence Maintenance Easement that is attached as **EXHIBIT D**. A failure by the City to sign or file the Fence Maintenance Easement does not invalidate HCHOA's obligation to replace, repair, and maintain the fence in good working order.

IV. No Warranty

- A. HCLGC has not made any written or oral representations or warranties of any kind with respect to the Transferred Properties (including, without limitation, any warranties, express or implied, as to title, zoning, environmental condition, access, or the suitability or fitness of the Transferred Properties for any particular use);

- B. The City has not relied on any written or oral representation or warranty made by HCLGC, its agents or employees, with respect to the condition or value of the Property;
- C. Having ongoing rights of access to the property, the Parties agree that they have had an adequate opportunity to inspect the condition of the Transferred Properties, including without limitation any environmental testing, and to inspect documents applicable thereto, and each party is relying solely on such inspection and testing;
- D. City accepts all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Transferred Properties.

V. Title Commitment

HCLGC makes no representations or warranties with respect to the status of title to the Transferred Properties.

VI. Term; Termination

- A. Effective. This Agreement is effective on the date the last party to sign executes this Agreement or the date on which any authorizing ordinance or resolution becomes effective in accordance with its terms and state law, whichever is later (“Effective Date”).
- B. Expiration. The Agreement will expire automatically on the second (2nd) anniversary of the Effective Date (“Original Term”), unless earlier terminated in accordance with the provisions herein.
- C. Termination by Transfer of Ownership. This agreement will terminate upon the transfer of the ownership of the Transferred Properties as described herein with the reservation of the easements described and recordation of the documents reflecting the same with the Bastrop County Clerk.
- D. Unilateral Termination. Either party may terminate this Agreement without cause by providing notice of termination to the other party.

VII. Assessments

Both HCLGC and HOA are corporations which assess fees upon members in order to pay for responsibilities of the corporations such as property maintenance. Within three (3) months of Closing, or upon the next regularly scheduled assessment, whichever is earlier, HCLGC and HOA agreed to update their assessments to account for the modifications in maintenance obligations and ownership reflected herein.

VIII. Consideration

The Parties acknowledge and agree that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by and through the execution and performance of the Master Transfer Agreement, Landscaping Easements, Easement Release, and Fence Maintenance Easement which are attached hereto.

IX. Settlement and Release

A. Release

To the extent permitted by law the parties herein, for themselves, their directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors, and assigns and anyone acting on their behalf hereby fully release and forever discharge the other parties from any and all claims (including without limitation all claims arising under any environmental law and all claims arising at common law, in equity or under a federal, state or local statute, rule or regulation), past or present, known and unknown, existing and contingent, arising out of, resulting from, or relating to the condition of the Transferred Property, the maintenance of such property, or any financial obligations owed in relation to the Transferred Property or easements, whether arising at common law, in equity or under a federal, state or local statute, rule or regulation. The foregoing shall apply to any condition of the property, and any claim, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any hazardous substance on the property, whether such hazardous substance is located on or under the property, or has migrated from or to the property.

The above stated release does not include causes of action which accrue in the future against the Parties.

B. Representations. Each Party represents and warrants to the other as follows:

1. *Open Meetings*. This agreement has been approved by the governing counsel or board of the signing Party at an open meeting in compliance with the Texas Property Code or Texas Government Code, whichever is applicable.
2. *Advice of Counsel*. The Party has had the opportunity to consult with and be advised by legal counsel of its own choosing with respect to the terms and legal effect of

this Agreement, fully understands its terms, and is executing this Agreement voluntarily and with full knowledge of its significance.

C. No Admission of Liability or Fault.

It is understood and agreed by and among the Parties that the settlement of their disputes is not to be construed as an admission of any liability wrongdoing or fault by any Party, including HEDC Released Parties. The Parties acknowledge that this settlement is intended to avoid further costly and time-consuming legal proceedings, and that any purported liability of any Party, is not an admission of liability, wrongdoing, or fault by any Party, and shall not be construed as such.

X. Indemnity

- A. TO THE EXTENT ALLOWED BY LAW, THE CITY AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND HCLGC OR ANYONE ACTING ON ITS BEHALF FOR, FROM AND AGAINST ANY AND ALL CLAIMS (INCLUDING WITHOUT LIMITATION ALL CLAIMS ARISING UNDER ANY ENVIRONMENTAL LAW, FOR INJURY TO BODY OR PROPERTY, AND ALL CLAIMS ARISING AT COMMON LAW, IN EQUITY OR UNDER A FEDERAL, STATE OR LOCAL STATUTE, RULE OR REGULATION) PAST, PRESENT AND FUTURE, EXISTING AND CONTINGENT, KNOWN AND UNKNOWN ARISING OUT OF, RESULTING FROM, OR RELATING TO THE CONDITION OF THE PROPERTY.
- B. TO THE EXTENT ALLOWED BY LAW, HCHOA AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND HCLGC OR ANYONE ACTING ON ITS BEHALF FOR, FROM AND AGAINST ANY AND ALL CLAIMS (INCLUDING WITHOUT LIMITATION ALL CLAIMS ARISING UNDER ANY ENVIRONMENTAL LAW, FOR INJURY TO BODY OR PROPERTY, AND ALL CLAIMS ARISING AT COMMON LAW, IN EQUITY OR UNDER A FEDERAL, STATE OR LOCAL STATUTE, RULE OR REGULATION) PAST, PRESENT AND FUTURE, EXISTING AND CONTINGENT, KNOWN AND UNKNOWN ARISING OUT OF, RESULTING FROM, OR RELATING TO THE CONDITION OF THE FENCE SUBJECT TO THE FENCE MAINTENANCE EASEMENT ATTACHED AS EXHIBIT D.
- C. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property, regardless of whether the foregoing condition of the Property was caused in whole or in part by the HCLGC's actions or inactions.

XI. Closing

This transaction shall close within ninety (90) days of the Effective Date of this Agreement or on such date as the Parties establish by mutual agreement. The Closing shall take place at Bastrop City Hall or at some other place as the parties may mutually agree prior to such date.

- A. **Party Obligation at Closing.** At Closing, each Party must execute and/or bring any documents as required by the Title Company.
- B. **Closing Costs.** At closing, the parties shall each pay one-third of all closing costs except that each Party shall be responsible for their own attorney's fees.
- C. **Combined Closing.** All parties will execute the attached Exhibits at the same closing event. Regardless of the order of actual signatures, the documents will be considered to be executed in the proper order and be valid transfers of interest as long as they are all executed on the same day.

XII. Notice

Notices permitted or required by this Agreement must be in writing and shall be deemed given when delivered in legible form to the party to whom addressed. Notices may be sent by certified mail, return receipt requested, or electronic mail. Notices are effective upon delivery confirmed by green card or two (2) business days after they are mailed, whichever is earlier. Properly addressed notice that is returned as undeliverable is valid notice. Delivery by electronic mail does not constitute notice unless the receiving party confirms receipt.

City of Bastrop

Bastrop City Manager
 City of Bastrop
 904 Main Street
 Bastrop, Texas 78602

Email: _____

Hunters Crossing Local Government Corporation:

Bastrop City Manager
 City of Bastrop
 904 Main Street
 Bastrop, Texas 78602

Email: _____

With copy to:

George Hyde
Hyde Kelley LLP
2806 Flintrock Trace, Suite A104
Austin, Texas 78738

Email: ghyde@txlocalgovlaw.com

Hunters Crossing Homeowners Association

President of Hunters Crossing Homeowners Association
1015 Main Street,
Bastrop, Texas 78602

Email: _____

XIII. General Provisions

A. Force Majeure

Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused by conditions beyond the Party's reasonable control. Events of Force Majeure include, but are not limited to, the following:

1. Acts of God;
2. Extreme weather events;
3. Pandemic, epidemics or similar occurrence;
4. Orders or acts of civil or military authority;
5. Act of a public enemy;
6. Strike;
7. Volcanic eruptions, tsunamis, landslides, earthquakes, washouts;
8. Freezing of equipment;
9. Inability to obtain materials, supplies, labor permits, servitudes, or rights of way;
and/or
10. Riots or acts of terrorism.

Any such causes or contingencies affecting the performance of this Agreement by any party shall not relieve that party of liability in the event of its concurring negligence or in the event of its failure to remedy the situation if it is within its reasonable control or it could reasonably have removed the cause that prevented its performance.

The parties shall use all reasonable dispatch to remove all contingencies affecting the performance of this Agreement. This clause does not relieve any party from its obligations to make payments

of amounts then due for previous work or obligations contemplated and performed under this Agreement.

Furthermore, the party asserting this privilege shall give a full and complete notice of the facts which it considers to excuse its performance under this Force Majeure clause.

B. Governing Law and Venue

This Agreement, and all rights and obligations of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of conflict of law provisions. Venue of any suit brought under this Agreement shall be in a court of competent jurisdiction situated in Bastrop County, Texas. Parties irrevocably waive any objection to personal jurisdiction on *forum non conveniens*.

C. Severability

In the event that any provision of this Agreement is deemed illegal, invalid, or unenforceable, it is the intent of the Parties that the remainder of this Agreement shall not be affected.

D. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute one and the same Agreement.

E. Reservation of Rights

Each Party reserves all rights, privileges, and immunities available under applicable laws to the extent that those rights, privileges, and immunities are consistent with the terms of this Agreement.

F. Mutual Assistance

The Parties shall do all things reasonably necessary and appropriate to perfect the terms of this Agreement including, but not limited to, aiding and assisting each other in carrying out such terms and provisions to render each Party in the economic condition contemplated by this Agreement.

G. Attorney's Fees

In the event it becomes necessary for either Party to file a suit to enforce this Agreement or any provisions contained herein, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

< The rest of this page is left intentionally blank >

IN WITNESS WHEREOF, Sellers and Buyer have duly executed and delivered this Agreement with the intent that it become effective on the date signed by all Parties.

HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION

By (print): _____

Signature: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of the Hunters Crossing Local Government Corporation, and acting on behalf of the Hunters Crossing Local Government Corporation and swore and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20____

Notary Public, State of Texas

HUNTERS CROSSING HOMEOWNERS ASSOCIATION

By (print): _____

Signature: _____

Title: _____

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

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of the Hunters Crossing Homeowners Association, and acting on behalf of the Hunters Crossing Homeowners Association and swore and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 20__

Notary Public, State of Texas

CITY OF BASTROP

By (print): _____

Signature: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF BASTROP §

§

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of the City of Bastrop, and acting on behalf of the City of Bastrop, and swore and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20__

Notary Public, State of Texas

EXHIBIT A

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.

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

Hunters Crossing Local Government Corporation a Delaware limited partnership ("Grantor"), for the consideration hereinafter specified has granted, sold and conveyed, and by these presents does grant, sell and convey, unto the **City of Bastrop** ("Grantee"), those certain tracts of land, together with all improvements thereon, described on Attachment "A" attached hereto (the "Property").

The consideration for this conveyance consists of the sum of Ten Dollars (\$10.00) and other good and valuable consideration all in cash has been paid by Grantee to Grantor, who acknowledges the receipt thereof. For the same consideration, Grantor hereby sells, transfers, and delivers to Grantee all improvements located or to be located on the Property pursuant to the Reimbursement Agreement.

This conveyance is made and accepted subject to all applicable zoning laws, regulations, and ordinances of municipal and/or governmental authorities, and is further made subject to all matters of record in the office of the County Clerk of Bastrop County, Texas, other than any liens (except for the lien for ad valorem taxes), to the extent such matters are valid and subsisting (the "Permitted Exceptions").

To have and to hold the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular the said property unto Grantee, Grantee's 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.

<signatures on subsequent pages>

Executed to be effective as of the _____ day of _____, 2025.

ACCEPTED AND AGREED TO:

HUNTERS CROSSING LOCAL GOVERNMENT COPORATION

By: _____

Name: _____

Title: _____

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

This instrument was acknowledged before me on the ____ day of _____, 2025, by _____, _____ of Hunters Crossing Local Government Corporation, on behalf of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 20 ____

Notary Public, State of Texas

ACCEPTED AND AGREED TO:

THE CITY OF BASTROP

By: _____

Name: _____

Title: _____

THE STATE OF _____ §

§

COUNTY OF _____ §

§

This instrument was acknowledged before me on the ____ day of _____, 2025, by _____, _____ of the City of Bastrop, a municipal corporation in the State of Texas, on behalf of said corporation.

Notary Public, State of _____

ATTACHMENT "A"

1. TRACT 1: 1.1490 ACRES, BEING RESERVE A, OUT OF HUNTERS CROSSING, SECTION ONE-A, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 50B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (DRAINAGE EASEMENT AND UTILITY EASEMENT).
2. INTENTIONALLY OMITTED.
3. TRACT 3: 0.706 ACRES, MORE OR LESS OUT OF HUNTERS CROSSING SECTION THREE A, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 111B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (GREENBELT, NATURAL DRAINAGE, AND WASTEWATER ROW).
4. TRACT 4: 0.995 ACRE, MORE OR LESS, BLOCK A, HUNTERS CROSSING SECTION THREE B, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 130B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (DEDICATED PARK LAND).
5. TRACT 5: 0.082 ACRE, MORE OR LESS, BLOCK C, HUNTERS CROSSING SECTION THREE B, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 130B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (DRAINAGE AND PEDESTRIAN TRAIL RIGHT OF WAY).
6. TRACT 6: 3.188 ACRES, MORE OR LESS, BLOCK A, HUNTERS CROSSING SECTION THREE C, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 159B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (CHANNEL EASEMENT).
7. TRACT 7: 0.749, ACRES, MORE OR LESS, HUNTERS CROSSING SECTION THREE C, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 159B, PLAT RECORDS OF BASTROP COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN INSTRUMENT NUMBER 202000983, OF THE REAL PROPERTY RECORDS OF BASTROP COUNTY, TEXAS TRACT 8: 0.054 ACRES, MORE OR LESS, HUNTERS CROSSING SECTION THREE C, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 159B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (DRAINAGE, RECREATION AND WASTEWATER RIGHT OF WAY).
8. INTENTIONALLY OMITTED.
9. TRACT 10: LOT 6, BLOCK E, HUNTERS CROSSING SECTION THREE D, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF,

RECORDED IN PLAT CABINET NO. 4, PAGE 175B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (GREENBELT, DRAINAGE EASEMENT, AND ACCESS RIGHT OF WAY).

10. TRACT 11: LOT 12, BLOCK D, HUNTERS CROSSING SECTION THREE D, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 175B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (GREENBELT, DRAINAGE EASEMENT, AND ACCESS RIGHT OF WAY).
11. TRACT 12: LOT 18, BLOCK A, HUNTERS CROSSING, SECTION THREE E, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 5, PAGE 143A, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (DRAINAGE AND PUBLIC UTILITY EASEMENT).
12. TRACT 13: LOT 19, BLOCK A, HUNTERS CROSSING, SECTION THREE E, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 5, PAGE 143A, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (LIFT STATION).
13. TRACT 14: LOT 20A, BLOCK A, RESUBDIVISION OF LOTS 11-14, BLOCK A, HUNTERS CROSSING, SECTION THREE E, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 5, PAGE 151A, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (LANDSCAPE RESERVE AND PUBLIC UTILITY EASEMENT).
14. TRACT 15: LOT 25, BLOCK A, HUNTERS CROSSING SECTION THREE G, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 5, PAGE 11A, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (GREENBELT, DRAINAGE EASEMENT, AND ACCESS RIGHT OF WAY).
15. TRACT 16: LOT 16, BLOCK A, HUNTERS CROSSING SECTION FOUR A, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 131B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (DRAINAGE EASEMENT).
16. INTENTIONALLY OMITTED.
17. TRACT 18: THAT CERTAIN TRACT OF LAND COMPRISING THE AREA OF THE (I) 12' & 30' WIDE PEDESTRIAN TRAIL, DRAINAGE CHANNEL MAINTENANCE AND ACCESS RIGHT OF WAY, AND (II) 25' & 33' WIDE GREENBELT, NATURAL DRAINAGE RIGHT-OF-WAY, BLOCK A, HUNTERS CROSSING SECTION FOUR A, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 131B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (PEDESTRIAN TRAIL, DRAINAGE CHANNEL, MAINTENANCE AND

ACCESS RIGHT OF WAY, GREENBELT, AND DRAINAGE RIGHT-OF-WAY).

18. TRACT 19: LOT 25, BLOCK B, HUNTERS CROSSING SECTION 4B, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 187A, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (GREENBELT, DRAINAGE RIGHT OF WAY, PEDESTRIAN TRAIL, AND ACCESS RIGHT OF WAY).
19. TRACT 20: 8.733 ACRES, MORE OR LESS, OUT OF HUNTERS CROSSING, SECTION FIVE A, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 153B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (CHANNEL RIGHT OF WAY).
20. TRACT 21: LOT 40, BLOCK A, HUNTERS CROSSING SECTION FIVE B, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 2301, PAGE 528, UNDER INSTRUMENT NO. 201402457, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (PEDESTRIAN TRAIL, DRAINAGE CHANNEL, MAINTENANCE AND ACCESS RIGHT OF WAY).
21. TRACT 22: 0.033 ACRE, MORE OR LESS, BLOCK A, HUNTERS CROSSING, SECTION FIVE B, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 2301, PAGE 528, UNDER INSTRUMENT NO. 201402457, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (WASTEWATER EASEMENT AND PEDESTRIAN ACCESS RIGHT OF WAY).
22. TRACT 23: LOT 41A, BLOCK A, RESUBDIVISION OF LOTS 21-33, BLOCK A, HUNTERS CROSSING, SECTION FIVE B, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 5, PAGE 151B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (LANDSCAPE RESERVE AND PUBLIC UTILITY EASEMENT).
23. TRACT 24: LOT 11, BLOCK C, HUNTERS CROSSING SECTION SEVEN A, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 5, PAGE 21B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (PEDESTRIAN TRAIL, DRAINAGE CHANNEL MAINTENANCE, AND ACCESS RIGHT OF WAY).
24. TRACT 25: LOT 24, BLOCK D, HUNTERS CROSSING SECTION SEVEN A, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 5, PAGE 21B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (LANDSCAPE, ACCESS, DRAINAGE, AND PUBLIC UTILITY EASEMENT).

25. TRACT 26: LOT 33, BLOCK D, HUNTERS CROSSING SECTION SEVEN A, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 5, PAGE 21B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (PEDESTRIAN TRAIL, DRAINAGE CHANNEL, MAINTENANCE AND ACCESS RIGHT OF WAY).
26. TRACT 27: LOT 48, BLOCK D, HUNTERS CROSSING SECTION SEVEN B, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 5, PAGE 113A, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (15' LANDSCAPE EASEMENT).
27. TRACT 28: LOT 51, BLOCK C, HUNTERS CROSSING SECTION SEVEN B, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 5, PAGE 113A, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (15' LANDSCAPE EASEMENT).
28. TRACT 30: 20.672 ACRES OF LAND, MORE OR LESS, OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, IN BASTROP COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN INSTRUMENT NUMBER 202000983, OF THE REAL PROPERTY RECORDS OF BASTROP COUNTY, TEXAS

**EXHIBIT B
LANDSCAPE EASEMENT**

STATE OF TEXAS §
§ **KNOWN ALL MEN BY THESE PRESENTS:**
COUNTY OF BASTROP §

Grantor: Hunters Crossing Local Government Corporation
Grantor’s Mailing Address: 904 Main Street, Bastrop, Texas 78602
Grantee: Hunters Crossing Homeowners Association
Grantee’s Mailing Address: 1015 Main Street, Bastrop, Texas 78602

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, its successors and assigns, an easement (the “**Easement**”) for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of but not limited to stone columns, stone walls, landscaping, fencing, vegetation, irrigation and electrical facilities and related equipment and appurtenances on, over, under, (“**Improvements**”) and across the following described property of the Grantor, to wit:

The Landscape Easement 200616971 granted to Hunters Crossing Local Government Corporation by Sabine Investment Company recorded in Book 1689, Pages 733-739, of the Real Property Records of Bastrop County, Texas.

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.

3. The Easement, with its rights and privileges, shall be used only for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of the Improvements listed in paragraph 1, above.

4. The duration of the Easement shall be perpetual.

5. Grantor and Grantor’s heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to Grantee and Grantee’s successors and assigns, against every person lawfully claiming or to claim all or any part thereof.

6. The terms of this Agreement shall be binding upon Grantor, and Grantor’s heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this _____, day of _____, 2025.

GRANTOR:

HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION

By: _____

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

This instrument was acknowledged before me on this ____ day of _____, 2025, by _____, President of Hunters Crossing Local Government Corporation, a Texas corporation, on behalf of said entity.

Notary Public, State of Texas

AFTER RECORDING, RETURN TO GRANTOR:

Hunters Crossing Local Government
Corporation 1311 Chestnut Street
Bastrop, Texas 78602

LANDSCAPE EASEMENT

STATE OF TEXAS §
§ **KNOWN ALL MEN BY THESE PRESENTS:**
COUNTY OF BASTROP §

Grantor: Hunters Crossing Local Government Corporation
Grantor’s Mailing Address: 904 Main Street, Bastrop, Texas 78602
Grantee: Hunters Crossing Homeowners Association
Grantee’s Mailing Address: 1015 Main Street, Bastrop, Texas 78602

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, its successors and assigns, an easement (the “Easement”) for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of but not limited to stone columns, stone walls, landscaping, fencing, vegetation, irrigation and electrical facilities and related equipment and appurtenances, on, over, under, (“Improvements”) and across the following described property of the Grantor, to wit:

The Landscape Easement 200616970 granted to Hunters Crossing Local Government Corporation by Sabine Investment Company recorded in Book 1689, Pages 726-732, of the Real Property Records of Bastrop County, Texas.

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.

3. The Easement, with its rights and privileges, shall be used only for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of the Improvements listed in paragraph 1, above.

4. The duration of the Easement shall be perpetual.

5. Grantor and Grantor’s heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to Grantee and Grantee’s successors and assigns, against every person lawfully claiming or to claim all or any part thereof.

6. The terms of this Easement shall be binding upon Grantor, and Grantor’s heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this _____, day of _____, 2025.

GRANTOR:

HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION

By: _____

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

This instrument was acknowledged before me on this _____ day of _____, 2025, by _____, President of Hunters Crossing Local Government Corporation, a Texas corporation, on behalf of said entity.

Notary Public, State of Texas

AFTER RECORDING, RETURN TO GRANTOR:

Hunters Crossing Local Government
Corporation 1311 Chestnut Street
Bastrop, Texas 78602

EXHIBIT C
RELEASE OF EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

For adequate consideration, Hunters Crossing Homeowners Association (Grantor), a property owner’s association formed under the laws of the State of Texas, is the present owner and holder of a maintenance easement on tracts 16 and 30 legally described as follows (the “Easement”):

TRACT 16: LOT 16, BLOCK A, HUNTERS CROSSING SECTION FOUR A, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 131B, PLAT RECORDS OF BASTROP COUNTY, TEXAS.

TRACT 30: 20.672 ACRES OF LAND, MORE OR LESS, OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, IN BASTROP COUNTY, TEXAS,

As shown in the Special Warranty Deed recorded Instrument Number 202000983 of the Real Property Records of Bastrop County, Texas.

Grantor does hereby release, relinquish, and terminate the Easement, together with all rights, privileges, obligations, and interests appurtenant thereto, and declares the same to be of no further force or effect.

This release of Easement shall be binding upon Grantor and Grantor’s successors and assigns and shall ensure to the benefit of the owner of the property burdened by the Easement and said owner’s successors and assigns.

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HUNTERS CROSSING HOMEOWNERS ASSOCIATION

By (print): _____

Signature: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of the Hunters Crossing Homeowners Association, and acting on behalf of the Hunters Crossing Homeowners Association and swore and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 20__

Notary Public, State of Texas

be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to Grantee and Grantee’s successors and assigns, against every person lawfully claiming or to claim all or any part thereof.

6. The terms of this Easement shall be binding upon Grantor, and Grantor’s heirs, personal representatives, successors, and assigns; shall bind and insure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this _____, day of _____, 2025.

GRANTOR:

CITY OF BASTROP, TEXAS

By: _____

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on this _____ day of _____, 2025, by _____, _____ of the City of Bastrop, a Texas municipal corporation, on behalf of said entity.

Notary Public, State of Texas

AFTER RECORDING, RETURN TO GRANTOR:

City of Bastrop
904 Main Street
Bastrop, Texas 7860

ATTACHMENT A
FENCE MAP

