

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



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**September 09, 2025**  
**Regular City Council Meeting at 6:30 PM**

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

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

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

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE** - Abby Burger and Sienna Alaniz, students with Bastrop High School BearTecs Robotics

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

**3. INVOCATION** - Ketrich Steger, City of Bastrop Police Chaplain

**4. PRESENTATIONS**

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

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

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

- A. Update on Mayfest Park Open House
- B. Update on Bark Park and Park Amenities
- C. Proposed amendment to bridge plans to add stairs down to the riverwalk.
- D. Budget Update

- [4D.](#) PROCLAMATION - Suicide Prevention Month
- [4E.](#) PROCLAMATION - National Preparedness Month
- [4F.](#) PROCLAMATION - Senior Center Awareness
- [4G.](#) PROCLAMATION - Hispanic Heritage Day

4H. Veteran's Memorial Art Call - Cultural Arts Commission

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

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

**7. CITIZEN COMMENTS**

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

**8. CONSENT AGENDA**

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

- [8A.](#) Consider and act on the second reading of Ordinance No. 2025-64, amending the Bastrop Code of Ordinances, Chapter 16 – Stormwater Drainage, Section 16.01.003 titled "Technical standards, design methods and procedures" and Section 16.01.008 titled "Maintenance agreement".

Submitted by: Elizabeth Wick, CFM, Project Manager



8B. Consider and act on Resolution No. R-2025-133, accepting a donation through the Lost Pines Art Center from Jeffrey Stayton & Maria Montoya Stayton in the amount of \$7,725.00 (seven thousand seven hundred twenty-five dollars) for two concrete bases for the next two Bird Junction Sculptures.

Submitted by: Michaela Joyce, Main Street Manager

8C. Consider and act on Resolution No. R-2025-132, accepting a donation from Kathy Holberg in the amount of \$950.00 (nine hundred fifty dollars) for the purchase of a flower pot to be placed in Downtown Bastrop.

Submitted by: Michaela Joyce, Main Street Manager

8D. Consider and act on Resolution No. R-2025-155, approving a permit request to the Texas Department of Transportation (TXDOT) for the closure of Chestnut Street for the Lost Pines Christmas parade.

Submitted by: Vicky Steffanic, Chief of Police

8E. Consider and act on resolution R-2025-134 amending the Acutronic performance agreement to include civil engineering services as a qualified reimbursable expense under the agreement.

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

8F. Consideration and act to approve Resolution No. R-2025-136 appointing Kerry Fossler the City of Bastrop representative to the Clean Air Coalition.

Submitted by: Michael Muscarello, City Secretary

8G. Consider and act to approve the Bastrop City Council minutes from the August 26, 2025, Regular Meeting.

Submitted by: Victoria Psencik, Assistant City Secretary

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

9A. Consider and act on Resolution No. R-2025-154 in support of addressing food insecurity and strengthening local food pantries.

Submitted by: Michael Muscarello, City Secretary

9B. 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 September 23, 2025, Consent Agenda for the second reading.

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

9C. Consider and act to approve the first reading of Ordinance No. 2025-66 amending the Code of Ordinances, related to Chapter 1.10 Titled "Parks" Article 1.10.002 Titled "Parks

Rules" amending the content to allow use by all individuals; and move to include on September 23, 2025, Consent Agenda for second reading.

Submitted by: Vicky Steffanic, Chief of Police

- 9D. Consider and act on Resolution No. R-2025-152, amending the current City of Bastrop lease agreement with the Lower Colorado River Authority (LCRA) regarding the LCRA tract known as the Steelyard (BY-01) and more particularly described therein, amending the verbiage of the 'purpose'.

Submitted by: Vicky Steffanic, Chief of Police

- 9E. Consider and act on the Resolution No. R-2025-156 pertaining to a Warrant request to allow up to 80% lot coverage on 43.8176 acres zoned P5 Core in the Sendero development, in deviation from the 65% maximum lot coverage currently required by the B3 Code.

Submitted by: Brittany Epling, Senior Planner

- 9F. Consider and act on Resolution No. R-2025-157 pertaining to a Warrant request to allow up to 80% lot coverage on a 7.27-acre lot zoned P5 Core, located at the existing Lone Star Storage Complex. The request seeks to deviate from the current 65% maximum lot coverage requirement established by the B3 Code in order to accommodate an expansion that includes two new buildings and additional pavement.

Submitted by: Britany Epling, Senior Planner

- 9G. Consider and act on the first reading of Ordinance No. 2025-70, establishing 2.195 acres located at 610 Martin Luther King Jr. Drive, Bastrop, Texas, as designated parkland, and move to include on the September 23rd, 2025, Consent Agenda for a second reading.

Submitted by: Vicky Steffanic Chief of Police

## **10. EXECUTIVE SESSION**

- 10A. City Council shall convene into a closed executive session pursuant to Texas Local Government Code Section 551.071 to seek advice of legal counsel to discuss and deliberate regarding real estate located at 1409 Emile Street.

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

## **12. ADJOURNMENT**

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place convenient and readily accessible to the general public, as well as to the City's website, [www.cityofbastrop.org](http://www.cityofbastrop.org) and said Notice was posted on the following date and time: September 3, 2025 at 4:00 p.m. and remained posted for at least two hours after said meeting was convened.

/s/ Michael Muscarello  
Michael Muscarello, City Secretary



# STAFF REPORT

**MEETING DATE:** September 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:** September 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:** September 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.

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

# Proclamation



**WHEREAS**, In 2023, suicide was the 11th leading cause of death overall in the United States and the 2nd leading cause of death among individuals aged 10 to 34 years; and

**WHEREAS**, In the United States in 2023, over 49,000 individuals died by suicide; and

**WHEREAS**, Suicide rates increased approximately 36% in the United States from 2000- 2023; and

**WHEREAS**, In 2023, an estimated 12.8 million adults aged 18 years or older reported having serious thoughts of suicide, and 1.5 million adults attempted suicide in the past year; and

**WHEREAS**, In 2023, two in ten high school students seriously considered attempting suicide, and almost one in ten high school students reported that they had made at least one suicide attempt in the past year; and

**WHEREAS**, In Texas, suicide is the second leading cause of death for ages 15-34; and

**WHEREAS**, Over 90% of the people who die by suicide have a diagnosable and potentially treatable mental health condition, although often that condition is not recognized or treated; and

**WHEREAS**, The negative attitudes associated with mental health conditions and suicidal thoughts and behaviors work against suicide prevention by discouraging persons at risk for suicide from seeking life-saving help and further traumatize survivors of suicide loss and people with lived experience of suicide; and

**WHEREAS**, Most people who survive a suicide attempt (85-95%) go on to engage in life; and

**WHEREAS**, Everyone has a role to play in preventing suicide and can learn about suicide risks and warning signs , and encourage those who struggle to seek help; and

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 9th day of September 2025.

**CITY OF BASTROP, TEXAS**

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

**ATTEST**

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





# Proclamation



**WHEREAS**, the State of Texas historically leads the nation in the number of federally-declared disasters, whether natural, technological, or human-caused; and

**WHEREAS**, Texas has the highest opt-out rate (29.5%) for Wireless Emergency Alerts (WEAs) in FEMA Region 6, which is five times higher than the state with the lowest rate of opt-outs; and

**WHEREAS**, National Preparedness Month is an opportunity to inform and educate residents, businesses, schools, and communities to develop the capabilities needed to prevent, protect against, respond to, recover from, and mitigate all threats and hazards; and

**WHEREAS**, preparedness is the responsibility of every resident, business, agency, and school in Bastrop and the surrounding region; and

**WHEREAS**, personal, business, agency, school, college, university, and private-sector preparedness can help mitigate the impacts of emergencies, incidents, and disasters; and

**WHEREAS**, residents are encouraged to participate in preparedness activities, review information at Ready.gov, and sign up to receive emergency alerts via WarnCentralTexas.org to increase their knowledge and readiness;

**NOW, THEREFORE**, I, Ishmael Harris, Mayor of the City of Bastrop, do hereby proclaim September 2025 as

## NATIONAL PREPAREDNESS MONTH

in the City of Bastrop, and I encourage all residents, businesses, schools, and communities to develop emergency preparedness and resiliency plans and to register at WarnCentralTexas.org to receive Wireless Emergency Alerts.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Bastrop to be affixed this 9th of September, 2025.

**CITY OF BASTROP, TEXAS**

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

**ATTEST:**

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



# Proclamation



**WHEREAS**, the U.S. Surgeon General has identified loneliness as a national epidemic; and

**WHEREAS**, senior centers serve as vital community hubs where older adults gather, support one another, and build lasting connections; and

**WHEREAS**, continued funding authorized by the Older Americans Act of 1965 provides essential services and benefits for older adults, caregivers, family members, and the broader community through senior centers across the region; and

**WHEREAS**, the City of Bastrop, in partnership with the Area Agency on Aging and Capital Area Council of Governments, works to increase awareness, encourage participation, expand access to senior centers, and reduce loneliness among older adults; and

**NOW, THEREFORE**, I, Ishmael Harris, Mayor of the City of Bastrop, Texas, do hereby proclaim the month of September 2025 as

## SENIOR CENTER AWARENESS MONTH

in the City of Bastrop, to recognize the positive impact senior centers have within our community and to support the 2025 theme, *Powering Possibilities: Flip the Script*, which challenges outdated perceptions of aging and celebrates the creativity, connection, purpose, and resilience that senior centers inspire in later life.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Bastrop to be affixed this 9th of September, 2025.

**CITY OF BASTROP, TEXAS**

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

**ATTEST:**

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



# Proclamation



**WHEREAS**, the City of Bastrop recognizes the rich and growing contributions of Hispanic Americans whose traditions, culture, and values have inspired our community; and

**WHEREAS**, Hispanic families, entrepreneurs, and leaders have long played an essential role in Bastrop's growth, strengthening our local economy, enriching our culture, and encouraging future generations; and

**WHEREAS**, First National Bank of Bastrop, founded in 1889 and deeply rooted in serving the people of Bastrop County, has launched the FNB Contigo Initiative to honor and support Hispanic heritage not just during Hispanic Heritage Month, but every single day of the year; and

**WHEREAS**, the FNB Contigo initiative reflects our shared values of community service and opportunity, grounded in our long-standing commitment to serve our community faithfully, to apply the Golden Rule in all our dealings, and to exceed expectations through "high-touch" relationships that strengthen the places where we live, work, and raise our families;

**NOW, THEREFORE**, I, , Mayor of the City of Bastrop, do hereby proclaim Monday, September 15, 2025, as:

## **"HISPANIC HERITAGE CELEBRATION DAY IN THE CITY OF BASTROP, TEXAS"**

in the City of Bastrop, and I encourage all citizens to participate in programs and activities that promote fall prevention and the health, safety, and well-being of older adults.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Bastrop to be affixed this 9th day of September, 2025.

**CITY OF BASTROP, TEXAS**

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

**ATTEST:**

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





# STAFF REPORT

**MEETING DATE:** September 9, 2025

**TITLE:**

Consider and act on the second reading of Ordinance No. 2025-64, amending the Bastrop Code of Ordinances, Chapter 16 – Stormwater Drainage, Section 16.01.003 titled “Technical standards, design methods and procedures” and Section 16.01.008 titled “Maintenance agreement”.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Elizabeth Wick, CFM, Project Manager

**BACKGROUND/HISTORY:**

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

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

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

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

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

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

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

**ATTACHMENTS:**

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

**ORDINANCE NO. 2025-64****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER 16 STORMWATER DRAINAGE, SECTION 16.01.003 and 16.01.008; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE AND MEETING.**

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

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

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

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

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

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

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

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

shall be and remain controlling as to the matters regulated.

- Section 4.** Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.
- Section 5.** Codification: The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.
- Section 6.** Effective Date: This Ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.
- Section 7.** Proper Notice and Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**[Signature Page to Follow]**



**READ & ACKNOWLEDGED on First Reading** by the City Council of the City of Bastrop, on this, the 26<sup>th</sup> day of August 2025.

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

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## Chapter 16

### STORMWATER DRAINAGE

#### Sec. 16.01.001 Applicability and jurisdiction.

(a) *Applicability.*

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

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

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

(Ord. No. 2019-17, § 5, 5-14-19)

## Sec. 16.01.002 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Sec. 16.01.003 Technical standards, design methods and procedures.**

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

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

(Ord. No. 2019-17, § 5, 5-14-19)

### **Sec. 16.01.004 Performance standards.**

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

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

#### **Sec. 16.01.005 Permitting requirements, procedures, and fees.**

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

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



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

(Ord. No. 2019-17, § 5, 5-14-19)

#### **Sec. 16.01.006 Stormwater management plan.**

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

(Ord. No. 2019-17, § 5, 5-14-19)

#### **Sec. 16.01.007 Maintenance plan.**

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

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

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

### **Sec. 16.01.008 Maintenance agreement.**

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

(Ord. No. 2019-17, § 5, 5-14-19)

### **Sec. 16.01.009 Erosion control plan.**

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

### **Sec. 16.01.010 Easements.**

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

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

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

### **Sec. 16.01.011 Financial guarantee.**

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

(Ord. No. 2019-17, § 5, 5-14-19)

### **Sec. 16.01.012 Fee schedule.**

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

(Ord. No. 2019-17, § 5, 5-14-19)

### **Sec. 16.01.013 Exceptions and waivers.**

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

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

### **Sec. 16.01.014 Enforcement.**

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

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

(Ord. No. 2019-17, § 5, 5-14-19)

### **Sec. 16.01.015 Appeals.**

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

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

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

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

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

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

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

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

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

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

OWNER SHALL:

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

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

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

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

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

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

City of Bastrop, 05/09/2019

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

City of Bastrop, 05/09/2019



THE CITY OF BASTROP SHALL:

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

REMEDIES:

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

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

City of Bastrop, 05/09/2019

## PARTY RESPONSIBLE FOR MAINTENANCE OF THE INSPECTION RESULTS

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Electronic Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Notices under this agreement shall be sent to:

## FOR THE CITY OF BASTROP:

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

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

## FOR THE OWNER:

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Electronic Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_

City of Bastrop, 05/09/2019

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

**CITY OF BASTROP**

By: \_\_\_\_\_  
~~Lynda Humble~~ Sylvia Carrillo  
 City Manager

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

**ATTEST**

\_\_\_\_\_  
~~Ann~~  
~~Franklin~~ Michael  
Muscarello City  
 Secretary

**OWNER**

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

**STATE OF TEXAS** )  
 )  
**COUNTY OF BASTROP** )

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

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

\_\_\_\_\_  
 Notary Public in and for the State of  
 Texas, residing in \_\_\_\_\_

City of Bastrop, 05/09/2019

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

City of Bastrop, 05/09/2019



# STAFF REPORT

**MEETING DATE:** September 9<sup>th</sup>, 2025

**TITLE:**

Consider and act on Resolution No. R-2025-133, accepting a donation through the Lost Pines Art Center from Jeffrey Stayton & Maria Montoya Stayton in the amount of \$7,725.00 (seven thousand seven hundred twenty-five dollars) for two concrete bases for the next two Bird Junction Sculptures, and authorizing the City Manager to execute all necessary documents.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Michaela Joyce, Main Street Manager

**BACKGROUND/HISTORY:**

The City of Bastrop, in partnership with the Lost Pines Art Center, continues to expand the Bird Junction Sculpture Program as a way to celebrate public art, honor community heritage, and enhance the cultural vibrancy of Downtown Bastrop. Each installation requires a concrete base to provide stability, safety, and longevity for the sculptures.

Jeffrey Stayton & Maria Montoya Stayton have generously donated \$7,725.00 (seven thousand seven hundred twenty-five dollars) through the Lost Pines Art Center to fund the two concrete bases needed for the installation of the next two Bird Junction Sculptures. Their contribution ensures that the program can continue to grow without additional cost to the City.

**FISCAL IMPACT:**

There is no fiscal impact to the City. The cost of two concrete bases, totaling \$7,725.00, will be fully funded through the donation provided by Jeffrey Stayton & Maria Montoya Stayton.

**RECOMMENDATION:**

Michaela Joyce, Main Street Manager, recommends approval of Resolution No. R-2025-133, accepting the donation through the Lost Pines Art Center from Jeffrey Stayton & Maria Montoya Stayton in the amount of \$7,725.00 for two concrete bases to support the installation of the next two Bird Junction

**ATTACHMENTS:**

1. Resolution No. R-2025-133

**RESOLUTION R-2025-133**

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS, ACCEPTING A DONATION THROUGH THE LOST PINES ART CENTER FROM JEFFREY STAYTON & MARIA MONTOYA STAYTON IN THE AMOUNT OF \$7,725.00 (SEVEN THOUSAND SEVEN HUNDRED TWENTY-FIVE DOLLARS) FOR TWO CONCRETE BASES FOR THE NEXT TWO BIRD JUNCTION SCULPTURES; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING 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 is committed to supporting public art, cultural enrichment, and the preservation of community heritage; and

**WHEREAS**, the Bird Junction Sculpture Program enhances the cultural and visual landscape of Downtown Bastrop and surrounding areas; and

**WHEREAS**, Jeffrey Stayton & Maria Montoya Stayton have generously offered to donate \$7,725.00 (seven thousand seven hundred twenty-five dollars) through the Lost Pines Art Center for the purchase of two concrete bases to support the installation of the next two Bird Junction Sculptures;

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

**Section 1:** The City Council hereby accepts the donation of \$7,725.00 (seven thousand seven hundred twenty-five dollars) from Jeffrey Stayton & Maria Montoya Stayton, through the Lost Pines Art Center, for two concrete bases to be used in the installation of the next two Bird Junction Sculptures.

**Section 2:** The City Manager is hereby authorized to execute all necessary documents to effectuate this Resolution.

**Section 3:** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict, and this Resolution shall be controlling as to the matters resolved herein.

**Section 4:** This Resolution shall take effect immediately upon its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 9<sup>th</sup> day of September 2025.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# STAFF REPORT

**MEETING DATE:** September 9<sup>th</sup>, 2025

**TITLE:**

Consider and act on Resolution No. R-2025-132, accepting a donation from Kathy Holberg in the amount of \$950.00 (nine hundred fifty dollars) for the purchase of a flower pot to be placed in Downtown Bastrop, and authorizing the City Manager to execute all necessary documents.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Michaela Joyce, Main Street Manager

**BACKGROUND/HISTORY:**

The City of Bastrop has placed decorative flowerpots throughout Downtown to enhance the aesthetic appeal and vibrancy of the historic district. To expand this beautification effort, the City wishes to purchase an additional flowerpot from Earth Planters to match those currently in place.

Kathy Holberg has generously offered to donate \$950.00 (nine hundred fifty dollars) to cover the full cost of the additional flowerpot in memory of her late husband, . Acceptance of this donation will allow the City to continue its efforts to preserve and enhance the welcoming character of Downtown Bastrop without additional expense to the City.

**FISCAL IMPACT:**

The City will incur no cost. The \$950.00 flowerpot purchase will be fully funded through the donation provided by Kathy Holberg.

**RECOMMENDATION:**

Michaela Joyce, Main Street Manager, recommends approval of Resolution No. R-2025-132, accepting the donation from Kathy Holberg in the amount of \$950.00 for the purchase of a flower pot for Downtown Bastrop.

**ATTACHMENTS:**

1. Resolution No. R-2025-132



**RESOLUTION R-2025-132**

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS, ACCEPTING A DONATION FROM KATHY HOLBERG FOR THE PURCHASING OF A FLOWER POT, IN THE AMOUNT OF \$950.00 (NINE HUNDRED AND FIFTY 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 City desires to purchase an additional flower pot from Earth Planters to match the existing planters currently placed throughout Downtown Bastrop; and

**WHEREAS**, Kathy Holberg has generously offered to donate \$950.00 (nine hundred fifty dollars) to the City of Bastrop for the purchase of said flower pot;

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

**Section 1:** The City Council hereby accepts the donation of \$950.00 (nine hundred fifty dollars) from Kathy Holberg for the purchase of an additional flower pot in Downtown Bastrop.

**Section 2:** The City Manager is hereby authorized to execute all necessary documents to effectuate this Resolution.

**Section 3:** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict, and this Resolution shall be controlling as to the matters resolved herein.

**Section 4:** This Resolution shall take effect immediately upon its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 9<sup>th</sup> day of September 2025.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# STAFF REPORT

**MEETING DATE:** September 9<sup>th</sup>, 2025

**TITLE:**

Consider and act on Resolution No. R-2025-155, approving a permit request to the Texas Department of Transportation (TXDOT) for the closure of Chestnut Street for the Lost Pines Christmas parade.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Vicky Steffanic, Chief of Police

**BACKGROUND/HISTORY:**

The Lost Pines lighted Christmas Parade has been a long-standing community event and has been part of Bastrop's unique character that makes the holiday season in Bastrop unlike any other.

Now that the Parade has continued to grow, we need to close several streets, one of which is Chestnut Street. This is important to maintain the safety of the parade for the participants and the estimate of fifteen thousand spectators on Main Street.

Chestnut Street, also known as Loop 150, is a Texas Department of Transportation (TxDOT) owned and maintained right of way. To close Chestnut for a few hours a permit is required from TxDOT. The application requires a resolution approving the request from the Bastrop City Council.

**RECOMMENDATION:**

Recommend approval of Resolution No. R- 2025-155.

**ATTACHMENTS:**

1. Resolution No R-2025-155
2. Parade Route TCP
3. Parade map

**RESOLUTION NO. R-2025-155**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS  
 APPROVING THE APPLICATION OF A PERMIT TO THE TEXAS DEPARTMENT  
 OF TRANSPORTION (TXDOT) FOR THE CLOSURE OF CHESTNUT STREET  
 AT MAIN STREET FOR THE LOST PINES CHRISTMAS PARADE; PROVIDING  
 FOR A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop City Council understands the importance of providing safety to parade participants, spectators and the travelling public; and

**WHEREAS**, the City of Bastrop City Council understands providing an enhanced quality of life services such as special events and parades should be safe, effective and is establishing that the Lost Pines Christmas Parade event serves a public purpose and authorizing the City of Bastrop to enter into this agreement with the State; and

**WHEREAS**, the Lost Pines Christmas Parade event will be located within the local government's incorporated area;

**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 enter into an agreement with TxDOT requesting a permit for the closure of Chestnut Street on December 13th, 2025, for the Lost Pines Christmas Parade event.

**Section 2.** The City of Bastrop, traffic control plan shown as Exhibit A is to protect the safety of the general public during the Lost Pines Christmas Parade event serves a public purpose.

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

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

**APPROVED:**

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

**ATTEST:**

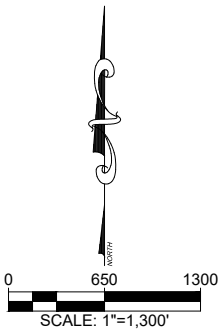
\_\_\_\_\_  
 Michael Muscarello, City Secretary

**APPROVED AS TO FORM:**

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

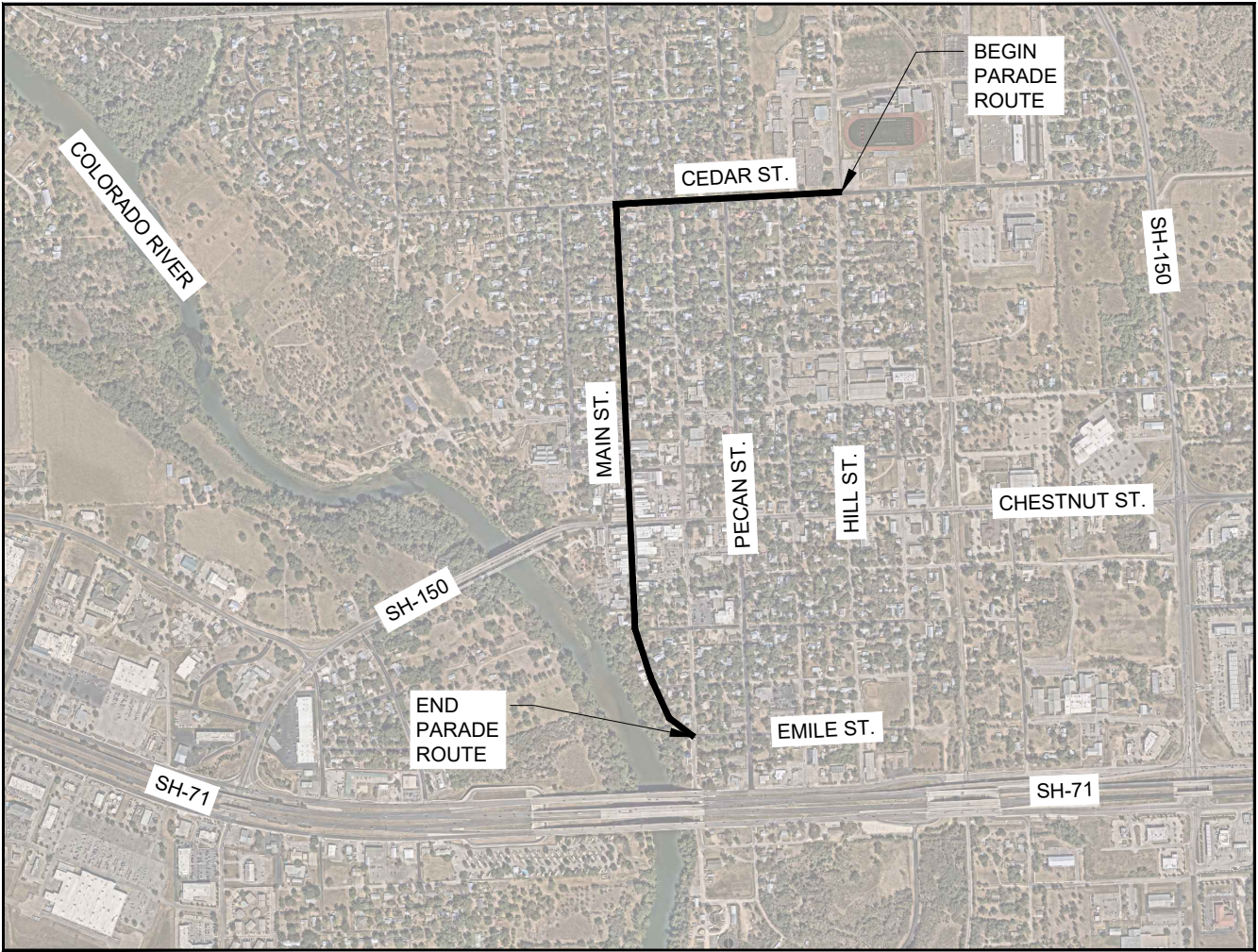
# CITY OF BASTROP

## SPECIAL SMALL EVENT/PARADE ROUTE



### Sheet List Table

Sheet Number	Sheet Title
C0.00	COVER SHEET
C0.01	TEMPORARY TRAFFIC CONTROL PLAN NOTES
C0.02	BARRICADE SUMMARY TABLES
C1.00	TEMPORARY TRAFFIC CONTROL PLAN OVERALL LAYOUT
C1.01	TEMPORARY TRAFFIC CONTROL PLANS DETOUR PLANS
C2.00	TEMPORARY TRAFFIC CONTROL PLANS DETAILS (SHEET 1 OF 2)
C2.01	TEMPORARY TRAFFIC CONTROL PLANS DETAILS (SHEET 2 OF 2)



CITY OF BASTROP  
SPECIAL SMALL EVENT / PARADE ROUTE  
COVER SHEET

JOB:	156-100-34
DATE:	8/8/2025
DRAWN: TN	PM: MN
DESIGN:	DM:
PEER:	OTHER:

REVISIONS:	
DELTA	DESCRIPTION



Date: Aug 11, 2025, 7:42am User ID: shepp  
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RIGHT OF WAY MANAGEMENT STANDARD NOTES (REVISED 02/13/2025)

THE FOLLOWING NOTES HAVE BEEN ADAPTED FROM THE CITY OF AUSTIN AND MODIFIED TO COMPLY WITH THE CITY OF BASTROP.

1.

CONTRACTOR SHALL HAVE AN APPROVED RIGHT-OF-WAY (ROW) PERMIT AND TRAFFIC CONTROL PLAN (TCP) IN ELECTRONIC OR PAPER FORMAT ON SITE AT ALL TIMES WHEN WORKING IN THE ROW.
2.

CONTRACTOR SHALL PROVIDE ADVANCED NOTIFICATION PER THE LATEST TRANSPORTATION CRITERIA MANUAL (TCM) SECTION 8.4.0 – WORK ZONES:

a.

THE CITY OF BASTROP MUST BE NOTIFIED A MINIMUM OF THREE (3) DAYS PRIOR TO ANY PLANNED CLOSURES, INCLUDING ANY SIDEWALK, BIKE LANES, AND ALLEYS

b.

ANY PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) MUST BE SETUP AT LEAST TWO (2) WEEKS PRIOR TO THE CLOSURE

c.

CONSTRUCTION NOTICES, DOOR-HANGERS AND/OR MAILINGS MUST BE PROVIDED AT LEAST TWO (2) WEEKS PRIOR TO COMMENCEMENT OF WORK

d.

CLOSURES OF ANY EXISTING DRIVEWAYS MUST BE AVOIDED. WHEN ACCESS CANNOT BE MAINTAINED, A MINIMUM 7 DAYS OF ADVANCED NOTIFICATION TO THE PROPERTY OWNER IS REQUIRED, AND 14 DAYS ADVANCED NOTIFICATION FOR EMERGENCY SERVICE FACILITIES (SUCH AS FIRE STATIONS, HOSPITALS, AND POLICE STATIONS) ALONG WITH THE APPROVAL FROM THE ROW DIVISION OF TPW.

e.

IF EXISTING HOUSE OF WORSHIP IS WITHIN THE TEMPORARY TRAFFIC CONTROL OR DETOUR AREA, THE CONTRACTOR SHALL COORDINATE TO AVOID WORK DURING SERVICE HOURS.

f.

IF CLOSURE AND/OR DETOUR EXTENDS TO AN ADJACENT JURISDICTION OR PRIVATELY OWNED ROADWAY, THEN CONTRACTOR SHALL FOLLOW REQUIREMENTS OF THE MAINTENANCE AGENCY.
3.

UNLESS OTHERWISE APPROVED BY THE CITY OF BASTROP:

a.

ONLY ONE PHASE OF A TCP MAY BE SET AT ANY ONE TIME

b.

INITIAL SETUPS AND PHASE CHANGES SHOULD NOT EXTEND INTO HOURS WHERE WORK ACTIVITIES ARE PROHIBITED

c.

LONG-TERM SETUPS SHOULD OCCUR DURING LOW-VOLUME TRAFFIC HOURS, SUCH AS WEEKENDS

d.

FULL CLOSURES ARE GENERALLY PROHIBITED MONDAY THROUGH FRIDAY
4.

IF POLICE OFFICERS EMPLOYED BY AGENCIES OTHER THAN THE CITY OF BASTROP WILL BE USED TO ASSIST IN DIRECTING TRAFFIC, THE APPLICANT MUST NOTIFY THE CITY OF BASTROP AT LEAST THREE (3) DAYS PRIOR TO WORK WITH THE NAME(S) AND AGENCY OF THE POLICE OFFICERS TO BE EMPLOYED, ALONG WITH THE DATE, TIME, AND LOCATION WHERE THE OFFICER(S) WILL BE WORKING.
5.

PEDESTRIAN ROUTES IN AND AROUND THE WORK ZONE, INCLUDING CONSTRUCTION ENTRANCES, TEMPORARY WALKING PATHS, BYPASSES, COVERED WALKWAYS, AND DETOURS THROUGHOUT THE PROJECT, MUST REMAIN ACCESSIBLE AND SHALL INCLUDE ACCESSIBILITY FEATURES CONSISTENT WITH THE FEATURES PRESENT IN THE EXISTING PEDESTRIAN FACILITY. SIDEWALKS SHOULD NOT BE CLOSED FOR PERIODS OF MORE THAN 14 DAYS, UNLESS OTHERWISE APPROVED BY THE CITY OF BASTROP.
6.

ALL APPLICABLE SAFEGUARDS SHALL BE IN PLACE PER CHAPTER 33 OF THE INTERNATIONAL BUILDING CODE, WHICH INCLUDES PEDESTRIAN PROTECTIONS PER SECTION 3306.
7.

“CONSTRUCTION ENTRANCE AHEAD” SIGNS MUST BE PLACED AT ALL APPROACHES TO CONSTRUCTION ENTRANCES, UNLESS OTHERWISE SHOWN ON THE REVIEWED TCP.

8.

ALL TRAFFIC CONTROL DEVICES INCLUDING PROTECTIVE BARRIERS MUST BE CRASHWORTHY AND INSTALLED ACCORDING TO THE MANUFACTURER'S GUIDELINES. FOR A PRODUCT LIST OF CRASHWORTHY TRAFFIC CONTROL DEVICES, SEE TXDOT'S "COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICE" LIST. CRASHWORTHINESS SHALL BE DETERMINED PER AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIAL'S (AASHTO) MANUAL FOR ASSESSING SAFETY HARDWARE (MASH) TESTING REQUIREMENTS.
9.

OVERNIGHT PROTECTION OF WORK ZONES AND STORAGE OF MATERIAL/EQUIPMENT SHALL BE ACCORDING TO COA STANDARD DETAIL 804S-4.
10.

THE NAME OF THE BARRICADE CONTRACTOR SHALL BE SHOWN ON THE NON-REFLECTIVE SURFACE OF ALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH COA STANDARD DETAIL 804S-5.
11.

THE CITY’S TRAFFIC ENGINEER OR INSPECTOR MAY MAKE OR REQUIRE FIELD ADJUSTMENTS TO ADDRESS ISSUES OF SAFETY AND MOBILITY. ADDITIONALLY, ANY TRAFFIC CONTROL DEFICIENCIES MUST ALSO BE ADDRESSED PER THE TIMELINE PROVIDED BY THE ROW DIVISION OF TPW. VIOLATIONS WILL BE SUBJECT TO PENALTIES AS PROVIDED BY LAW.
12.

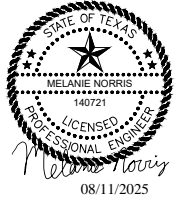
IF EXISTING SIGNALIZED INTERSECTIONS ARE WITHIN THE TEMPORARY TRAFFIC CONTROL AREA, THE CONTRACTOR SHALL CONTACT THE CITY OF BASTROP TWO (2) WEEKS PRIOR TO SETTING UP ANY TRAFFIC CONTROL DEVICES. CONTRACTOR SHALL CONTACT THE CITY OF BASTROP ONE (1) DAY PRIOR TO TRAFFIC CONTROL DEPLOYMENT AND/OR FOR ANY ANY PHASE CHANGES.
13.

THE RIGHT OF WAY SHALL BE RETURNED TO FULL USE AT THE END OF THE APPROVED WORK HOURS.
14.

CONTRACTORS SHALL ADHERE TO ALL ROW SPECIAL EVENT ACTIVITY RESTRICTIONS, AS PER THE LATEST CITY OF AUSTIN MOBILITY GUIDELINES (MG-08). PROJECTS ARE REQUIRED TO SUBMIT A SPECIAL EVENT PERMIT APPLICATION TO THE CITY OF BASTROP AND AN APPLICATION FOR USE OF BASTROP COUNTY RIGHT OF WAY TO BASTROP COUNTY. THESE APPLICATIONS FOR PERMITTING MUST BE SUBMITTED NO LATER THAN SEVEN (7) DAYS PRIOR TO THE PROPOSED EVENT USING THE RESPECTIVE APPLICATION FORMS LOCATED ONLINE.
15.

PRIOR TO THE TRAFFIC CONTROL ESTABLISHMENT FOR FULL ROAD CLOSURES, CONTRA-FLOW, AND/OR LONG-TERM STATIONARY PROJECTS, CONTRACTOR MUST CONTACT THE CITY OF BASTROP TWO (2) WEEKS PRIOR TO SETTING THE TRAFFIC CONTROL DEVICES.
16.

BARRICADING AND TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL CONFORM TO THE LATEST EDITION OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES." THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF SUBMITTAL WHETHER OR NOT THE PLAN HAS BEEN REVIEWED FOR CODE COMPLIANCE BY CITY STAFF.



CITY OF BASTROP

SPECIAL SMALL EVENT / PARADE ROUTE

TEMPORARY TRAFFIC CONTROL PLAN NOTES

JOB: 156-100-34	
DATE: 8/8/2025	
DRAWN: TN	PM: MN
DESIGN:	DM:
PEER:	OTHER:
REVISIONS:	
DELTA	DESCRIPTION

Freeland

Turk

18830 FORTY SIX PKWY, BLDG 2, STE B (830) 438-0322  
SPRING BRANCH, TX 78070 TBPE FIRM F-2104

Date: Aug 11, 2025, 7:42am User ID: shepp  
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STREETS

CLASSIFICATION	STREET	FROM STREET	TO STREET	PLANNED IMPROVEMENTS	TRAFFIC CONTROL DETAIL; PLAN SHEET	*ALLOWED BARRICADING TIMES*	DURATION	COMMENTS
COLLECTOR	HILL STREET	EMILE STREET	CEDAR STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	CEDAR STREET	HILL STREET	MAIN STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	MAIN STREET	CEDAR STREET	EMILE ST	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	EMILE ST	MAIN STREET	HILL STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS

INTERSECTIONS

CLASSIFICATION	PROTECTION	STREET INTERSECTION	PLANNED IMPROVEMENTS	TRAFFIC CONTROL DETAIL; PLAN SHEET	*ALLOWED BARRICADING TIMES*	DURATION	COMMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND CEDAR STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND BUTTONWOOD STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND BEECH STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND FARM STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND SPRING STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND CHESTNUT STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND PINE STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND WALNUT STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND AUSTIN STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND CEDAR STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND BUTTONWOOD STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND BEECH STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND FARM STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND SPRING STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND CHESTNUT STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND PINE STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND WALNUT STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND AUSTIN STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	CEDAR STREET AND WATER STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND PECAN STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND JEFFERSON STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	EMILE STREET AND WATER STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND PECAN STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	EMILE STREET AND JEFFERSON STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	EMILE STREET AND BUTTONWOOD STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS

STREETS - POSTED SPEEDS

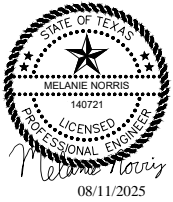
STREET NAME	POSTED SPEED (MPH)
MARTIN LUTHER KING DRIVE	30
FAYETTE STREET	25
HAYSEL STREET	25
HILL STREET	30
JEFFERSON STREET	25
PECAN STREET	30
WATER STREET	30
MAIN STREET	30
CHURCH STREET	30
WILSON STREET	30
ELM STREET	30
CYPRESS STREET	30
CEDAR STREET	30
BUTTONWOOD STREET	25
BEECH STREET	30
FARM STREET	30
SPRING STREET	30
CHESTNUT STREET/LOOP 150	30
PINE STREET	30
WALNUT STREET	30
AUSTIN STREET	30
EMILE STREET	30
STATE HIGHWAY 71/21	65

NOTE: SPEED LIMITS ARE INCLUDED FOR REFERENCE, THESE SHALL BE CONFIRMED AS NEEDED FOR TRAFFIC CONTROL PURPOSES.

Item 8D.



18830 FORTY SIX PKWY, BLDG 2, STE B (830) 438-032  
SPRING BRANCH, TX 78070 TBPE FIRM F-2104

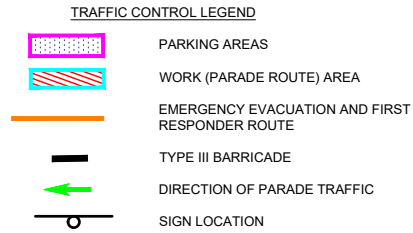
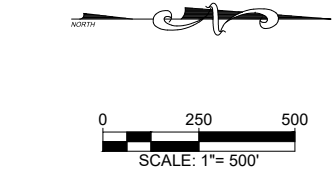
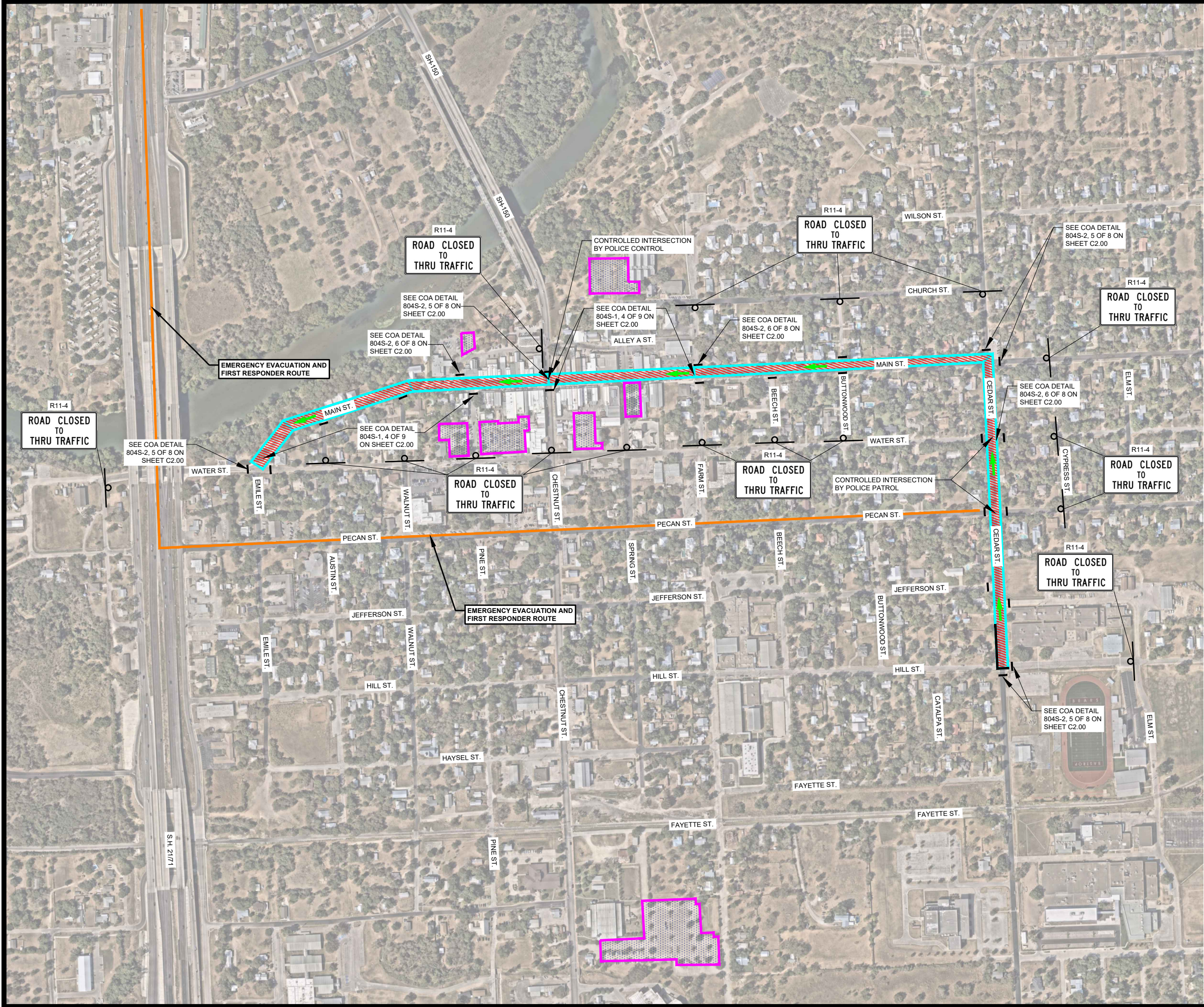


CITY OF BASTROP  
SPECIAL SMALL EVENT / PARADE ROUTE  
TEMPORARY TRAFFIC CONTROL PLAN NOTES

JOB: 156-100-34	
DATE: 8/8/2025	
DRAWN: TN	PM: MN
DESIGN: DM:	
PEER: OTHER:	
REVISIONS:	
DELTA	DESCRIPTION



Date: Aug 11, 2025, 7:42am User ID: shepp  
File: 2.1ENG - PHD 156 - City of Bastrop 100 - Plan Review Services 134 - Parade Route TCP Update - CAD.dwg 156-100-34-TCP-001.dwg



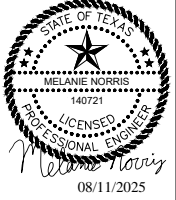
- NOTES:
- THIS PLAN IS FOR THE SETUP OF TRAFFIC CONTROLS NECESSARY TO FACILITATE A PARADE ROUTE/SPECIAL EVENT ALONG THE HIGHLIGHTED PATH SHOWN.
  - TEMPORARY TRAFFIC CONTROLS AND THE DETAILS REFERENCED IN THIS PLAN SHALL BE SET UP 24-HOURS BEFORE THE PARADE COMMENCES.
  - THE ANTICIPATED DURATION FOR THE PARADE IS 1-DAY. THE TRAFFIC CONTROLS SHALL REMAIN IN PLACE UNTIL TEMPORARY PARKING FOR THE PARADE ROUTE AND THE PARADE FLOATS, VEHICLES, PROPS AND SPECIAL EVENT PERSONNEL HAVE BEEN SAFELY CLEARED FROM THE EVENT SITE.
  - NO LESS THAN 2 POLICE PATROL UNITS SHALL BE LOCATED ON SITE (IN AREAS DESIGNATED), IN ORDER TO CONDUCT EMERGENCY VEHICULAR INGRESS OR EGRESS FOR VEHICLES NEEDING TO CROSS OVER THE PARADE ROUTE.
  - PECAN STREET AND CHESTNUT STREET (SH-150) SHALL HAVE POLICE-ENFORCED AND CONTROLLED EMERGENCY ACCESS AT ALL TIMES DURING THE PARADE ACTIVITIES. FOR THIS EVENT, PECAN STREET PROVIDES THE MOST EFFICIENT ACCESS TO ASCENSION SETON BASTROP HOSPITAL, SHOULD EMERGENCY OR POTENTIALLY LIFE-THREATENING MEDICAL EMERGENCY SERVICES BE NEEDED DURING THE PARADE.
  - ADA-COMPLIANT PATHWAYS TO ADDRESS PEDESTRIAN CONSIDERATIONS, SHALL BE ACCESSIBLE AT ALL TIMES DURING THE PARADE ACTIVITIES. AREAS WHERE SIDEWALK/CROSSWALK CLOSURES ARE NEEDED, SHALL EMPLOY DETAIL 804S-1, 4 OF 9 AS APPLICABLE.
  - FOR TYPICAL SINGLE DIRECTION STREET DETOUR SETUPS, REFER TO DETAIL 804S-2, 5 OF 8.
  - FOR TYPICAL BLOCK CLOSURE SETUPS WITH STREET DETOUR SETUPS IN BOTH DIRECTIONS, REFER TO DETAIL 804S-2, 6 OF 8.
  - TO AVOID DUPLICATE SIGNAGE, THE CITY OF BASTROP MAY OMIT SIGNS IN THIS SETUP IF ALREADY IN PLACE BY EXISTING CONSTRUCTION SITES. CONVERSELY, EXISTING SIGNS THAT CONFLICT WITH THE TEMPORARY PARADE ROUTE SETUP MAY BE COVERED IF APPROPRIATE.

CITY OF BASTROP  
SPECIAL SMALL EVENT / PARADE ROUTE  
TEMPORARY TRAFFIC CONTROL  
PLAN OVERALL LAYOUT

JOB: 156-100-34  
DATE: 8/8/2025  
DRAWN: TN PM: MN  
DESIGN: DM:  
PEER: OTHER:

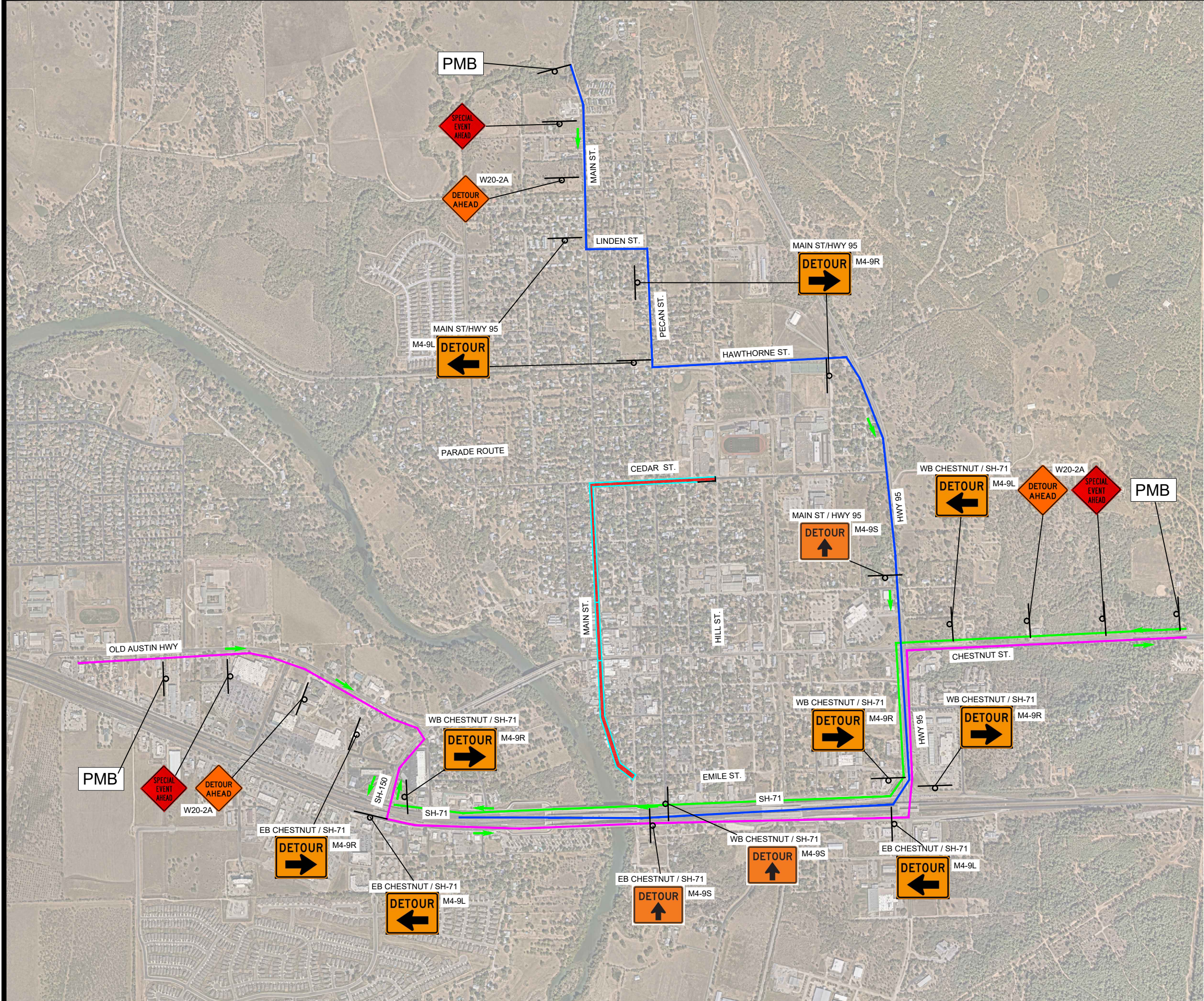
REVISIONS:	
DELTA	DESCRIPTION

SHEET:  
C1.00 46





Date: Aug 11, 2025, 7:42am User ID: shepp  
File: Z:ENG - PHD156 - City of Bastrop 100 - Plan Review Services 34 - Parade Route TCP Update - CAD.dwg 156-100-34-TCP-001.dwg



0 625 1250  
SCALE: 1"=1,250'

TRAFFIC CONTROL LEGEND

WORK (PARADE ROUTE) AREA

PORTABLE PROGRAMMABLE MESSAGE BOARD

DIRECTION OF PARADE TRAFFIC

SIGN LOCATION

WESTBOUND CHESTNUT / SH-71 DETOUR

MAIN STREET / HWY-95 DETOUR

EASTBOUND CHESTNUT / SH-71 DETOUR

NOTES:

1) THIS PLAN IS FOR THE SETUP OF TRAFFIC CONTROLS NECESSARY TO FACILITATE A PARADE ROUTE/SPECIAL EVENT (HOMECOMING PARADE) ALONG THE HIGHLIGHTED PATH SHOWN.

2) TEMPORARY TRAFFIC CONTROLS AND THE DETAILS REFERENCED IN THIS PLAN SHALL BE SET UP 24-HOURS BEFORE THE PARADE COMMENCES.

3) THE ANTICIPATED DURATION FOR THE PARADE IS 1-DAY. THE TRAFFIC CONTROLS SHALL REMAIN IN PLACE UNTIL TEMPORARY PARKING FOR THE PARADE ROUTE AND THE PARADE FLOATS, VEHICLES, PROPS AND SPECIAL EVENT PERSONNEL HAVE BEEN SAFELY CLEARED FROM THE EVENT SITE.

4) NO LESS THAN 2 POLICE PATROL UNITS SHALL BE LOCATED ON SITE (IN AREAS DESIGNATED), IN ORDER TO CONDUCT EMERGENCY VEHICULAR INGRESS OR EGRESS FOR VEHICLES NEEDING TO CROSS OVER THE PARADE ROUTE.

5) PECAN STREET AND CHESTNUT STREET (SH-150) SHALL HAVE POLICE-ENFORCED AND CONTROLLED EMERGENCY ACCESS AT ALL TIMES DURING THE PARADE ACTIVITIES. FOR THIS EVENT, PECAN STREET PROVIDES THE MOST EFFICIENT ACCESS TO ASCENSION SETON BASTROP HOSPITAL, SHOULD EMERGENCY OR POTENTIALLY LIFE-THREATENING MEDICAL EMERGENCY SERVICES BE NEEDED DURING THE PARADE.

6) ADA-COMPLIANT PATHWAYS TO ADDRESS PEDESTRIAN CONSIDERATIONS, SHALL BE ACCESSIBLE AT ALL TIMES DURING THE PARADE ACTIVITIES. AREAS WHERE SIDEWALK/CROSSWALK CLOSURES ARE NEEDED, SHALL EMPLOY DETAIL 804S-1, 4 OF 9 AS APPLICABLE.

7) FOR TYPICAL SINGLE DIRECTION STREET DETOUR SETUPS, REFER TO DETAIL 804S-2, 5 OF 8.

8) FOR TYPICAL BLOCK CLOSURE SETUPS WITH STREET DETOUR SETUPS IN BOTH DIRECTIONS, REFER TO DETAIL 804S-2, 6 OF 8.

9) TO AVOID DUPLICATE SIGNAGE, THE CITY OF BASTROP MAY OMIT SIGNS IN THIS SETUP IF ALREADY IN PLACE BY EXISTING CONSTRUCTION SITES. CONVERSELY, EXISTING SIGNS THAT CONFLICT WITH THE TEMPORARY PARADE ROUTE SETUP MAY BE COVERED IF APPROPRIATE.

Item 8D.

18830 FORTY SIX PKWY, BLDG 2, STE B (830) 438-032  
SPRING BRANCH, TX 78070 TBPE FIRM F-2104

CITY OF BASTROP  
SPECIAL SMALL EVENT / PARADE ROUTE  
TEMPORARY TRAFFIC CONTROL  
PLANS DETOUR PLANS

JOB: 156-100-34

DATE: 8/8/2025

DRAWN: TN

PM: MN

DESIGN: DM

PEER: OTHER

REVISIONS:

DELTA	DESCRIPTION

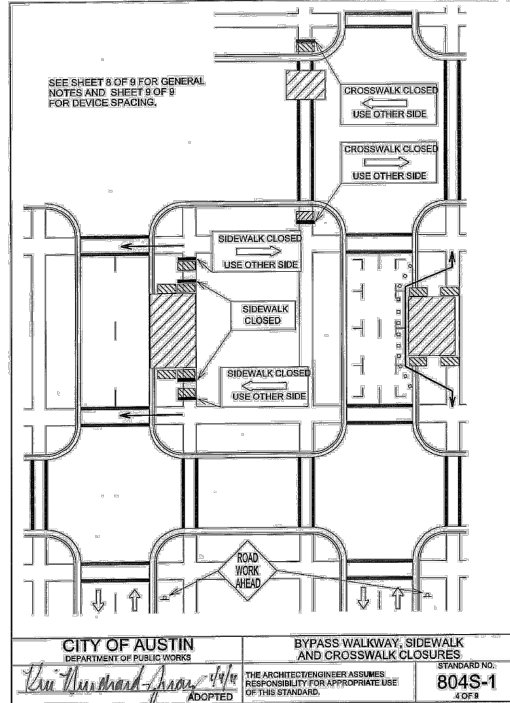
SHEET:

C1.01

47



Date: Aug 11, 2025, 7:42am, User ID: shepp  
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File: Z:\ENG - PHD\156 - City of Bastrop\100 - Plan Review Services\14 - Parade Route TCP Update - CAD.dwg (156-100-34-TCP-DTL5-001.dwg)



Typical Transition Lengths and Suggested Maximum Spacing of Devices									
Speed KMPH	Posted Speed MPH	Formula	3.0(10) Offset Meters (Feet)	3.3(11) Offset Meters (Feet)	3.6(12) Offset Meters (Feet)	On a taper Meters (Feet)	On a taper Meters (Feet)	7'X Dimension	
50	30	L=WS <sup>2</sup> 60	45 (150)	55 (180)	65 (210)	10 (30)	15-20 (50-70)	40 (120)	
55	35		55 (180)	65 (210)	75 (245)	10 (30)	15-20 (50-70)	50 (150)	
65	40		65 (210)	75 (245)	85 (280)	12 (35)	25-30 (75-90)	75 (240)	
70	45	L=WS <sup>2</sup> 60	80 (265)	90 (295)	100 (330)	12 (35)	25-30 (75-90)	100 (300)	
80	50		100 (330)	110 (360)	120 (395)	15 (45)	30-35 (90-110)	120 (400)	
85	55		110 (360)	120 (395)	130 (425)	15 (45)	30-35 (90-110)	150 (500)	
95	60	L=WS <sup>2</sup> 60	130 (425)	140 (455)	150 (490)	18 (55)	40-45 (120-135)	180 (600)	
105	65		140 (455)	150 (490)	160 (525)	18 (55)	40-45 (120-135)	210 (700)	
115	70		150 (490)	160 (525)	170 (555)	20 (60)	45-55 (135-165)	240 (800)	

LEGEND

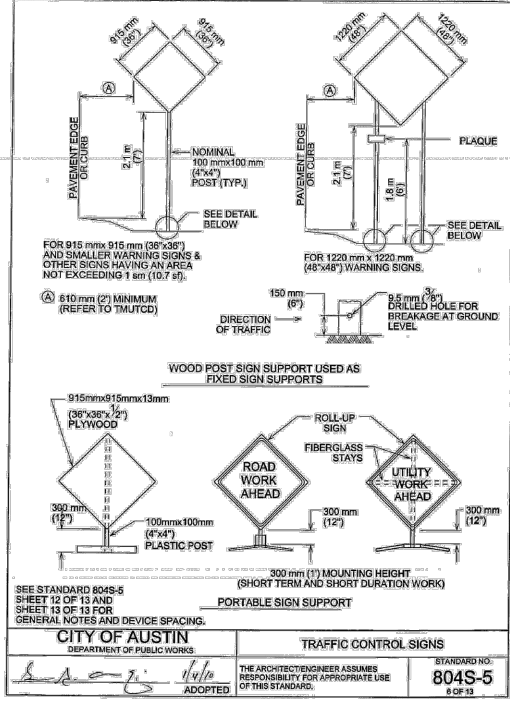
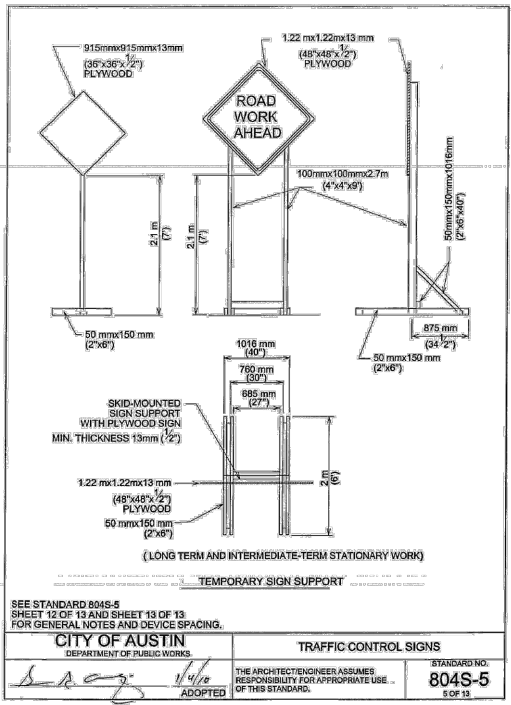
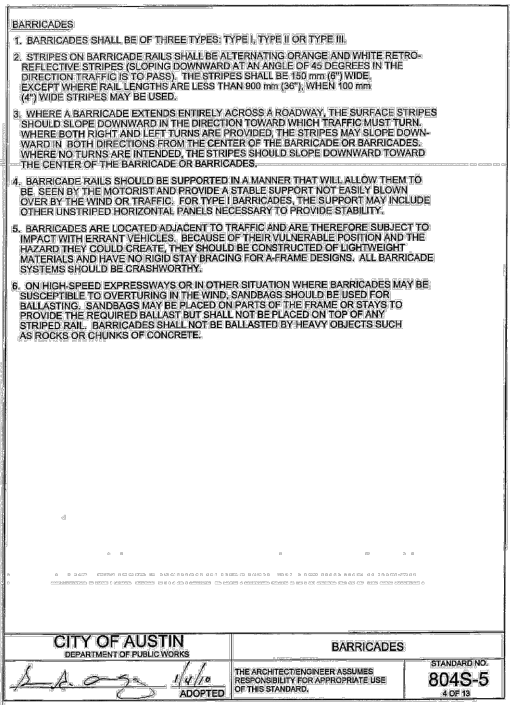
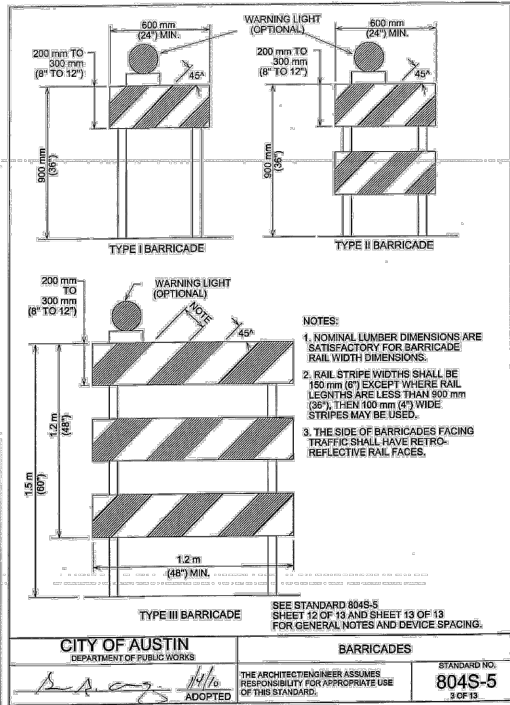
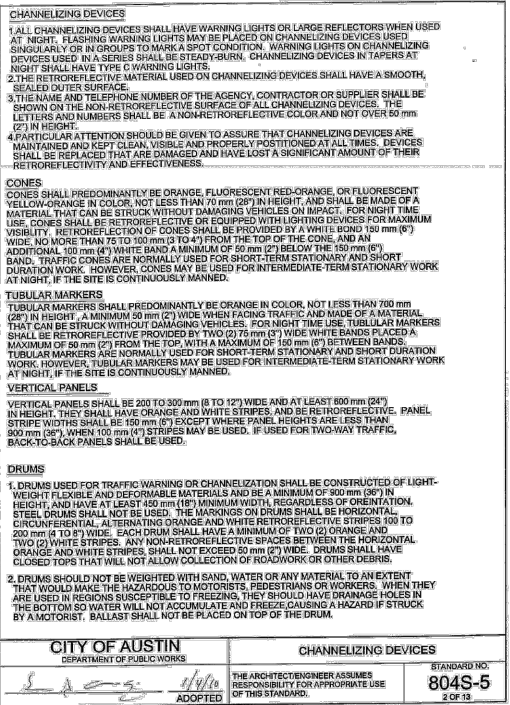
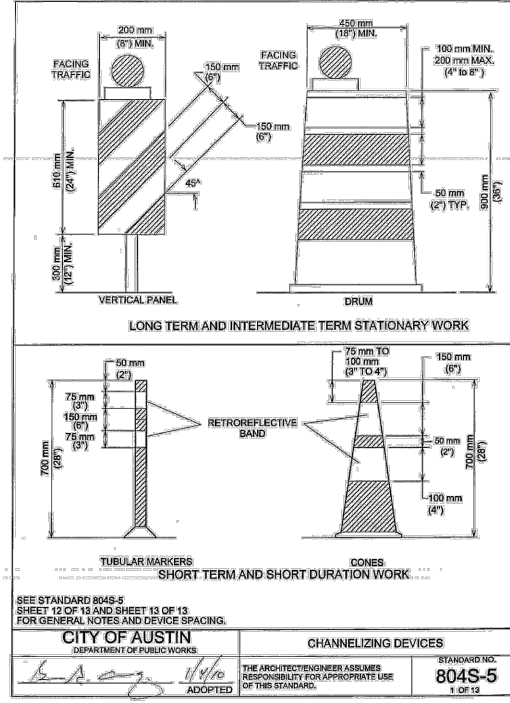
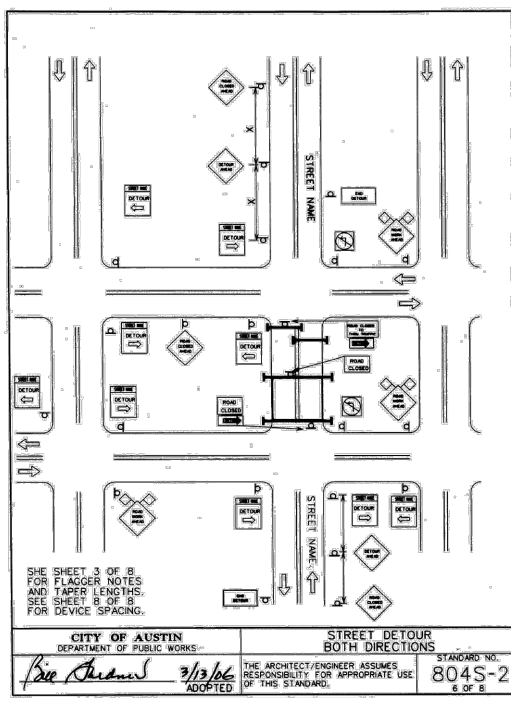
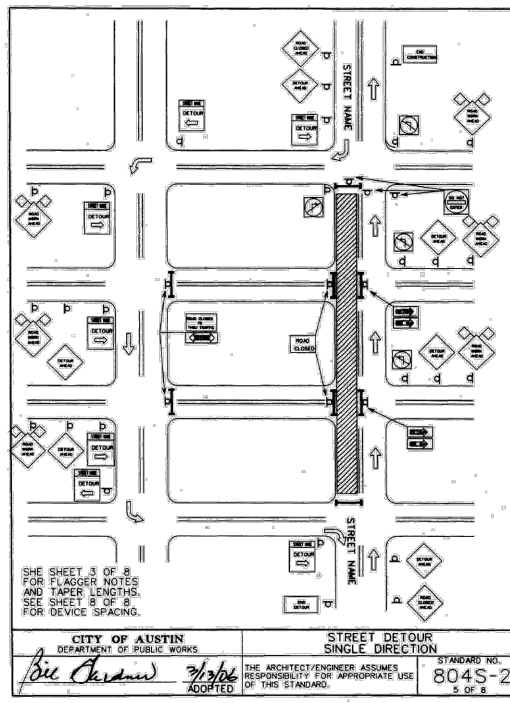
- Channelizing devices
- Trailer mounted flashing arrow board
- Flagger

CITY OF AUSTIN  
DEPARTMENT OF PUBLIC WORKS

DEVICE SPACING

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

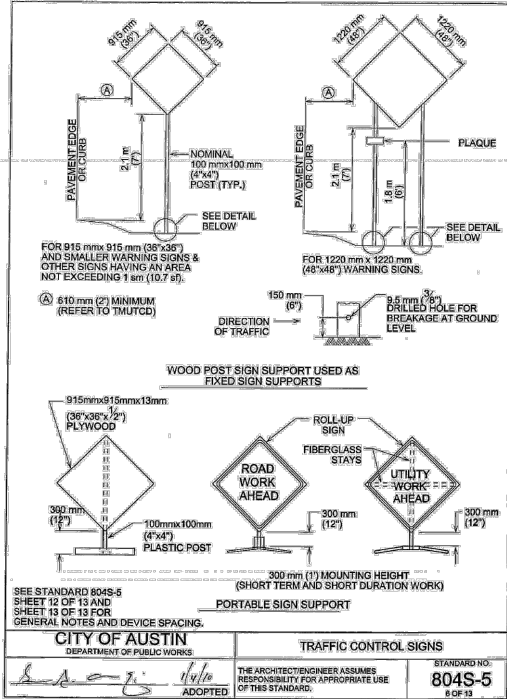
STANDARD NO. 804S-1  
2 OF 13



CITY OF BASTROP  
SPECIAL SMALL EVENT / PARADE ROUTE  
TEMPORARY TRAFFIC CONTROL  
PLANS DETAILS (SHEET 1 OF 2)

JOB: 156-100-34  
DATE: 8/5/2025  
DRAWN: TN  
DESIGN: DM  
PEER: OTHER

REVISIONS:  
DELTA DESCRIPTION



1. WARNING SIGNS SHALL BE ORANGE, FLUORESCENT RED-ORANGE OR FLUORESCENT YELLOW-ORANGE IN COLOR. THE FLUORESCENT VERSIONS OF ORANGE PROVIDE HIGHER CONSPICUITY THAN STANDARD ORANGE, ESPECIALLY DURING TWILIGHT. ALL SIGNS USED AT NIGHT SHALL BE EITHER RETROREFLECTIVE, WITH A MATERIAL THAT HAS A SMOOTH, SEALED OUTER SURFACE, OR ILLUMINATED TO SHOW SIMILAR SHAPE AND COLOR BOTH DAY AND NIGHT. SIGN ILLUMINATION MAY BE EITHER INTERNAL OR EXTERNAL. ROADWAY LIGHTING DOES NOT MEET THE REQUIREMENTS FOR SIGN ILLUMINATION.

2. TYPE A FLASHING WARNING LIGHTS MAY BE USED IN CONJUNCTION WITH SIGNS AT NIGHT. STANDARD ORANGE FLAGS MAY BE USED FOR DAY TIME OPERATIONS. HOWEVER, NEITHER LIGHTS NOR FLAGS MAY BLOCK THE SIGN LEGS.

3. SIGNS SHOULD BE LOCATED ON THE RIGHT-HAND SIDE OF THE ROADWAY. WHEN SPECIAL EMPHASIS IS NEEDED, SIGNS MAY BE PLACED ON BOTH THE LEFT AND RIGHT SIDES OF ROADWAY. SIGNS SHALL BE PLACED ON BOTH THE LEFT AND RIGHT SIDES OF ONE-WAY OR DIVIDED ROADWAYS. SIGNS USED FOR LONG-TERM STATIONARY AND INTERMEDIATE-TERM STATIONARY WORK SHALL BE MOUNTED AT A HEIGHT OF AT LEAST 2.1 (7') MEASURED FROM THE BOTTOM OF THE SIGN. THE HEIGHT TO THE BOTTOM OF A SECONDARY SIGN MOUNTED BELOW ANOTHER SIGN MAY BE 0.3 (1') LESS THAN THE APPROPRIATE HEIGHT ABOVE.

4. SIGNS MAY BE MOUNTED ON PORTABLE SUPPORTS FOR SHORT-TERM, SHORT DURATION, MOBILE CONDITIONS AND EMERGENCIES. SIGNS MOUNTED ON PORTABLE SUPPORTS SHALL BE AT A HEIGHT OF AT LEAST 0.3 (1'), MEASURED FROM THE BOTTOM OF THE SIGN.

5. ALL SIGN SYSTEMS SHOULD BE CRASHWORTHY. NO SIGN MOUNTS SHALL BLOCK OR IMPEDE SIDEWALKS UNLESS NO OTHER OPTION IS AVAILABLE. ONLY SANDBAGS SHOULD BE USED FOR BALLASTING SIGN MOUNTS.

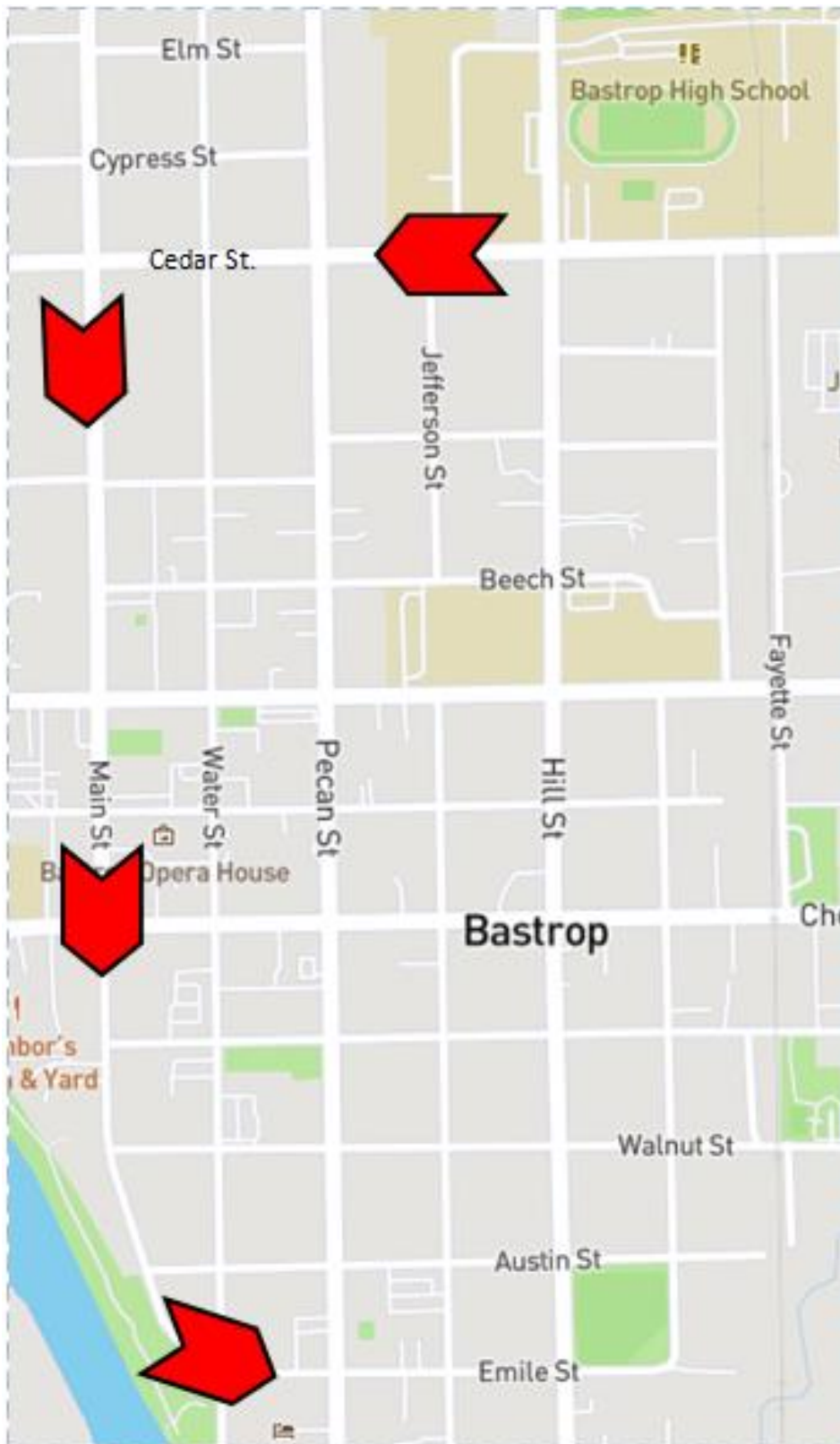
TABLE VLS-3 TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING

Roadway Class/Section	Posted Speed	Sign Spacing (m)	Long-term Stationary Or Intermediate-term Stationary Approaching Warning Sign		Short-term Stationary Or Short Duration Approaching Warning Sign		Other Warning Sign
			Standard	Minimum	Standard	Minimum	
Urban	30 (95)	100 (328)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	40 (122)	150 (492)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	50 (152)	200 (656)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	60 (183)	250 (820)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	70 (213)	300 (984)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	80 (244)	350 (1148)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	90 (274)	400 (1312)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	100 (305)	450 (1476)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	110 (336)	500 (1640)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	120 (367)	550 (1804)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	130 (398)	600 (1968)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	140 (429)	650 (2132)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	150 (460)	700 (2296)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	160 (491)	750 (2460)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	170 (522)	800 (2624)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
Suburban	20 (65)	100 (328)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	30 (95)	150 (492)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	40 (122)	200 (656)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	50 (152)	250 (820)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	60 (183)	300 (984)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	70 (213)	350 (1148)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	80 (244)	400 (1312)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	90 (274)	450 (1476)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	100 (305)	500 (1640)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	110 (336)	550 (1804)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	120 (367)	600 (1968)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	130 (398)	650 (2132)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	140 (429)	700 (2296)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	150 (460)	750 (2460)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	160 (491)	800 (2624)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
Rural	20 (65)	100 (328)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	30 (95)	150 (492)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	40 (122)	200 (656)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	50 (152)	250 (820)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	60 (183)	300 (984)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	70 (213)	350 (1148)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	80 (244)	400 (1312)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	90 (274)	450 (1476)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	100 (305)	500 (1640)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	110 (336)	550 (1804)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	120 (367)	600 (1968)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	130 (398)	650 (2132)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	140 (429)	700 (2296)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	150 (460)	750 (2460)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	
	160 (491)	800 (2624)	1220x1220 (48x48)	1150x1150 (45x45)	1150x1150 (45x45)	1150x1150 (45x45)	

Signs shall be placed from 300 to 1000 feet in advance of the advance warning sign and/or distance from each additional sign. Signs shall be placed from 100 to 300 feet in advance of the advance warning sign and/or distance from each additional sign. Signs shall be placed from 100 to 300 feet in advance of the advance warning sign and/or distance from each additional sign. Signs shall be placed from 100 to 300 feet in advance of the advance warning sign and/or distance from each additional sign. Signs shall be placed from 100 to 300 feet in advance of the advance warning sign and/or distance from each additional sign. Signs shall be placed from 100 to 300 feet in advance of the advance warning sign and/or distance from each additional sign. Signs shall be placed from 100 to 300 feet in advance of the advance warning sign and/or distance from each additional sign. 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# Lost Pines Christmas Parade 2025



## Parade Route

Bastrop High to  
Cedar Street

Cedar Street to  
Main Street

Main Street to  
Emile Street

Turn Left on  
Emile Street



# STAFF REPORT

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**MEETING DATE:** September 9, 2025

**TITLE:**

Consider and act on resolution R-2025-134 amending the Acutronic performance agreement to include civil engineering services as a qualified reimbursable expense under the agreement.

**AGENDA ITEM SUBMITTED BY:**

Sylvia Carrillo-Trevino, ICMA-CM, CPM, Interim Director

**BACKGROUND/HISTORY:**

On May 28, 2024, the Bastrop Economic Development Corporation entered into a performance agreement with Acutronic, Inc to establish a business in the Bastrop Business and Industrial Park.

The agreement requires the BEDC to contribute \$1M towards infrastructure to deliver a “shovel ready site”.

Acutronic has begun the development process and will be requesting reimbursement for professional services such as engineering. Since the contract is silent on this item, Staff and Legal counsel are taking the conservative route and asking the board to amend the item to include the professional services required for site development.

**FISCAL IMPACT:**

XX

**RECOMMENDATION:**

Approve the modifications to the performance agreement.

**ATTACHMENTS:**

1. Prior Agreement
2. Resolution R-2025-134
3. Proposed amendment

## ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT ACUTRONIC REAL ESTATE HOLDING INC. AND THE ACUTRONIC COMPANY

This Performance Agreement (this "Agreement") is entered into to be effective as of the Effective Date (as defined in Article III below), by and between the Bastrop Economic Development Corporation, located in Bastrop County, Texas, a Texas Type B economic development corporation under the Development Corporation Act and governed by TEX. LOC. GOV. CODE chapters 501, 502 and 505 and the Texas Non-Profit Corporation Act (hereinafter called "BEDC"), created by, and for the benefit of the City of Bastrop, Texas (hereinafter sometimes called the "City"), Acutronic Real Estate Inc., a Delaware corporation (hereinafter "Acutronic Real Estate"), and The Acutronic Company, a Delaware corporation authorized to do business in the State of Texas (hereinafter called "Acutronic Operating Company"); the BEDC, Acutronic Real Estate, and Acutronic Operating Company collectively referred to as the "Parties" to this Agreement.

### RECITALS

**WHEREAS**, the Development Corporation Act of 1979, as amended (Section 501.001 *et seq.*, Texas Local Government Code, formerly the Development Corporation Act of 1979) (the "Act") authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

**WHEREAS**, Section 501.158 of the Act requires a performance agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained and capital investment to be made as consideration for any direct incentives provided or expenditures made by a corporation under an agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

**WHEREAS**, the Acutronic Group, which includes Acutronic Real Estate and Acutronic Operating Company, develops and manufactures specialty components and products, including but not limited to, electric power systems, servo-actuators, micro turbines, and Hybrid-Electric-Propulsion-Systems, for use by the aerospace, defense, transportation, and related industries; and

**WHEREAS**, Acutronic Real Estate commits to constructing a minimum 20,000 square foot industrial production and manufacturing facility, at a minimum capital investment of \$4,000,000.00, on approximately ten (10) acres of land currently owned by the BEDC and located in Bastrop, Texas, and which Acutronic Real Estate has contracted to purchase from the BEDC; and

**WHEREAS**, Acutronic Operating Company, together with or through existing and future Affiliates, as defined herein, commits to creating and retaining, over the term of this Agreement, a minimum of 50 full-time jobs with an average total compensation of at least \$56,240.00; and

**WHEREAS**, Acutronic Real Estate is seeking funding in the form of performance-based financial incentives from the BEDC to help offset certain costs associated with its proposed facility construction and commencement of local operations; and

**WHEREAS**, the BEDC desires to provide such funding to Acutronic Real Estate pursuant to the terms of this Agreement, as an incentive for the construction of Acutronic Real Estate's new facility and associated investment of new capital; and

**WHEREAS**, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties; and

**WHEREAS**, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

**WHEREAS**, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings, if any, have been conducted in accordance with Texas law; and

**WHEREAS**, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties.

**NOW, THEREFORE**, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

## **ARTICLE I RECITALS**

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

## **ARTICLE II AUTHORITY AND TERM**

1. Authority. The BEDC's execution of this Agreement is authorized by the Act and will constitute a valid and binding obligation of the BEDC. Acutronic Real Estate's and Acutronic Operating Company's execution of this Agreement is authorized by the appropriate authority and constitutes a valid and binding obligations of each entity.

2. Term. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the Expiration Date, hereinafter established, unless terminated sooner or extended by written mutual agreement of the Parties in the manner provided for herein.

3. Purpose. The purpose of this Agreement is to formalize the agreements between the Parties and specifically state the covenants and representations of the Parties, and the incentives associated with Acutronic Real Estate's and Acutronic Operating Company's commitment to abide by the provisions of the Act and to abide by the terms of this Agreement which has been approved by the Parties as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction.

4. Administration of Agreement. Upon the Effective Date, the BEDC delegates the administration and oversight of this Agreement to the Executive Director of the BEDC. Any proposed amendments to the Agreement shall require the approval of the Board of Directors of the BEDC.

### **ARTICLE III DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

"Affiliate" means any existing or future registered business organization which is (1) controlled by or under common control with Acutronic Operating Company, and (2) authorized to do business in the state of Texas.

"Bankruptcy" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any party of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Business Operations" shall mean the following activities carried out or managed by Acutronic Operating Company and/or its Affiliates: production and testing of aerospace and defense products and other commercial and industrial products (including assembly cells/lines and specialized equipment for testing and manufacturing); metal working (including CNC machines); metal casting (including a metal foundry); and/or associated office, engineering, and storage space.

"Capital Investment" shall mean those items set forth in Article IV Section 1.

"Commencement of Construction" shall mean the commencement of construction of improvements or delivery of construction materials to the Property, the construction of improvements or materials of which must be visible from inspection of the Property.

"Completion of Construction" shall mean completion of the Facility improvements construction on the Property, as evidenced by the receipt of a temporary or final Certificate of Occupancy from the City of Bastrop.

"Effective Date" shall mean June 13, 2024.



“Expiration Date” shall mean the earlier of (1) ten (10) years from the Effective Date; or (2) the date of termination provided for under Article VII of this Agreement.

“Facility” shall mean the minimum 20,000 square foot industrial, manufacturing, and production facility, to be constructed by Acutronic Real Estate for the Business Operations of Acutronic Operating Company and/or its Affiliates.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control or anticipation of a Party, including, without limitation, natural disasters or other acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action, fires, explosions, floods, strikes, lock-outs, slowdowns, work stoppages, unusual and unforeseeable delay that results from an interruption or failure of any public utilities, (e.g., electricity, gas, water), terrorism, bioterrorism, pandemic or epidemic.

“Full-Time Jobs” shall mean the number of Acutronic Operating Company’s or Affiliate’s employees that (a) have a regular work schedule of at least 36 hours per week as reported on the Texas Employers Quarterly Wage Report from the Texas Workforce, and (b) are entitled to at least the customary employer-sponsored benefits package afforded by the Company to its similarly situated employees at other locations.

“New Jobs” shall mean those jobs that are created for the purposes of satisfying Acutronic Operating Company’s obligations, as further described in Article IV, Section 2, herein. Notwithstanding anything herein to the contrary, New Jobs shall include any jobs that may have existed at the Acutronic Group’s other locations prior to the Completion of Construction and were transferred to the Facility following Completion of Construction.

“Performance-Based Financial Incentive” or “PBFI” shall mean the amount of \$1,089,000.00, which is equivalent to the purchase and sale price of the Property as provided herein.

“Project” shall mean the Capital Investment and New Jobs as defined herein.

“Property” shall mean the real property purchased by Acutronic Real Estate from the BEDC on even date with the Effective Date, being approximately 13.89 acres and known as Tract 4, REPLAT OF LOT 1 CONSERVATION AREA AND RESERVE AREA "D" BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE 1, a subdivision in Bastrop County, Texas, according to the map or plat of record in Volume 8, Page 43A, of the Plat Records of Bastrop County, Texas and pursuant to the Purchase and Sale Agreement provided in Exhibit A to this Agreement, attached hereto and incorporated herein.

#### **ARTICLE IV**

#### **PERFORMANCE OBLIGATIONS OF ACUTRONIC REAL ESTATE AND ACUTRONIC OPERATING COMPANY**

The obligation of the BEDC to pay funds from the PBFI shall be conditioned upon Acutronic Real Estate’s and Acutronic Operating Company’s continued compliance with and satisfaction of each of Acutronic Real Estate’s and Acutronic Operating Company’s obligations under this Article IV (the “Performance Obligations”).

1. Capital Investment. Acutronic Real Estate shall make a new Capital Investment of at least \$4,000,000.00 for the construction of the Facility, designed specifically for the Business Operations of Acutronic Operating Company and its Affiliates, to be constructed on the Property. The Capital Investment shall include costs related to site preparation and the construction of the Facility, including but not limited to site investigations; architect fees; clearing; grading; environmental reviews; preliminary analysis; design and engineering; materials and testing; materials and labor costs; plant, property, equipment, furnishings and furniture installed in the Facility; landscaping; and ancillary improvements paid, payable, or actually incurred. Acutronic Real Estate may request and the BEDC shall consider, within a reasonable time, preapproval of a construction budget, or specific construction costs or categories of cost, prior to Commencement of Construction.

(a) Commencement of Construction. Construction of the Facility shall commence no later than 120 days after the later of (i) the date upon which BEDC delivers a 'shovel-ready' site with the Necessary Infrastructure improvements, as specified in Article V, Section 3, or (ii) the issuance of a building permit by the City of Bastrop and all other City or governmental approvals necessary to begin construction of the Facility. Notwithstanding the foregoing, the Parties may agree in writing to an extension of time for Acutronic Real Estate to commence construction on the Facility.

(b) Business Operations shall commence at the Facility upon Completion of Construction, but in no event later than 32 months after the Commencement of Construction. Notwithstanding the foregoing, the Parties may agree in writing to an extension of time for Acutronic Operating Company to commence Business Operations.

2. New Jobs. Acutronic Operating Company or its Affiliates will be obligated to create or document (or transfer from another location), in total, at least 50 New Jobs. The BEDC acknowledges and agrees that the 50 New Jobs may be: (1) transferred from another Acutronic Group location to the Facility; (2) created by Acutronic Operating Company; and/or (3) created by an existing or future Affiliate of Acutronic Operating Company.

(a) All New Jobs must be Full-Time Jobs with an average total compensation of at least \$56,240. The average shall be calculated by omitting the highest-total compensation job and the lowest-total compensation job from the calculation and taking the average of the remaining jobs (everything between the lowest total-compensation job and the highest total-compensation job).

(b) After their creation, all New Jobs are required to be retained by Acutronic Operating Company and/or an Affiliate at the Facility for the remaining duration of this Agreement. Notwithstanding the foregoing, nothing herein shall prevent Acutronic Operating Company and/or an Affiliate from hiring, terminating, or re-classifying individual employees per its normal employment practices, but the total number of New Jobs created shall comply with Acutronic Operating Company's obligations hereunder if individual employees leave or are re-classified and are replaced.

(c) The New Jobs creation and retention shall be in accordance with the following schedule:

- i. New Jobs Obligation 1: Acutronic Operating Company or Affiliates shall create and employ at least ten (10) Full-Time Jobs no later than the first anniversary of the Completion of Construction.
- ii. New Jobs Obligation 2: Acutronic Operating Company or Affiliates shall create and employ an additional ten (10) Full-Time Jobs no later than the second anniversary of the Completion of Construction.
- iii. New Jobs Obligation 3: Acutronic Operating Company or Affiliates shall create and employ an additional ten (10) Full-Time Jobs no later than the third anniversary of the Completion of Construction.
- iv. New Jobs Obligation 4: Acutronic Operating Company or Affiliates shall create and employ an additional ten (10) Full-Time Jobs no later than the fourth anniversary of the Completion of Construction.
- v. New Jobs Obligation 5: Acutronic Operating Company or Affiliates shall create and employ an additional ten (10) Full-Time Jobs no later than the fifth anniversary of the Completion of Construction.

(d) The Parties hereby agree to establish a hiring goal that on or before the fifth anniversary of the Completion of Construction, 75% (or 38) of the New Jobs should be filled by residents of Bastrop County. Further, Acutronic Operating Company or Affiliates agree to use best efforts to fill 100% of the New Jobs with residents of Bastrop County. The Parties acknowledge that Acutronic Operating Company or Affiliates have no control over specific employees who may choose to re-locate outside of Bastrop County after beginning employment by the Company as a resident of Bastrop County.

3. Work-Based Learning Facilities. To the extent that the Memorandum of Understanding (included as Exhibit “B” to this Agreement) between Acutronic Operating Company and the Bastrop Independent School District is still in effect, Acutronic Operating Company or Affiliates will provide appropriate job training space within the Facility for use in conjunction with the “P-TECH” Program, as provided in the Memorandum of Understanding included as Exhibit “B” to this Agreement.

4. Acutronic Real Estate will provide such written records or other internal backup information that the BEDC may reasonably request to verify compliance of its the Performance Obligations hereunder. Acutronic Operating Company will provide such written record or other backup information that the BEDC may reasonably request to verify compliance of the job creation obligations hereunder, including written records or other backup information from Affiliates.

## ARTICLE V BEDC OBLIGATIONS

1. Payment of Performance-Based Financial Incentive. Subject to the conditions provided herein, the BEDC shall release incremental portions of the PBFi in accordance with the following schedule:

(a) Distribution 1 – Completion of Construction: A portion of the PBFI in the amount of **\$500,000.00** shall be paid to Acutronic Real Estate no later than 30 days following (1) the Completion of Construction, as defined herein; and (2) the delivery by Acutronic Operating Company or an Affiliate to the BEDC of a written compliance verification signed by a duly-authorized representative, certifying that the Acutronic Operating Company or Affiliates have fulfilled the New Jobs obligation as described above in Article IV, Section 2 (a), (b), and (c)(i).

(b) Distribution 2 – A portion of the PBFI in the amount of **\$147,250.00** shall be paid to Acutronic Real Estate no later than 30 days following delivery by Acutronic Operating Company or an Affiliate to the BEDC of a written compliance verification signed by a duly-authorized representative, certifying that the Acutronic Operating Company or Affiliates have fulfilled the New Jobs obligation as described above in Article IV, Section 2 (a), (b), and (c)(ii).

(c) Distribution 3 – A portion of the PBFI in the amount of **\$147,250.00** shall be paid to Acutronic Real Estate no later than 30 days following delivery by Acutronic Operating Company or an Affiliate to the BEDC of a written compliance verification signed by a duly-authorized representative, certifying that Acutronic Operating Company or Affiliates have fulfilled the New Jobs obligation as described above in Article IV, Section 2 (a), (b), and (c)(iii).

(d) Distribution 4 – A portion of the PBFI in the amount of **\$147,250.00** shall be paid to Acutronic Real Estate no later than 30 days following delivery by Acutronic Operating Company or an Affiliate to the BEDC of a written compliance verification signed by a duly-authorized representative, certifying that Acutronic Operating Company or Affiliates have fulfilled the New Jobs obligation as described above in Article IV, Section 2 (a), (b), and (c)(iv).

(e) Distribution 5 – A portion of the PBFI in the amount of **\$147,250.00** shall be paid to Acutronic Real Estate no later than 30 days following delivery by Acutronic Operating Company or an Affiliate to the BEDC of a written compliance verification signed by a duly-authorized representative, certifying that Acutronic Operating Company or Affiliates have fulfilled the New Jobs obligation as described above in Article IV, Section 2 (a), (b), and (c)(v).

2. BEDC represents and warrants that it will cause the Property to be legally subdivided in compliance with applicable State, City, and County subdivision laws prior to closing of Acutronic Real Estate's purchase of the Property.

3. BEDC acknowledges that a substantial capital investment by BEDC of up to one million dollars (\$1,000,000.00) ("BEDC Capital Investment") for infrastructure improvements at or near the Property is necessary to deliver a 'shovel-ready' site to Acutronic Real Estate, to wit: storm sewer system improvements, and municipal utility improvements (gas, water, wastewater, electric, fiber, water, and wastewater taps) at locations and with capacities and specifications acceptable to Acutronic Real Estate (the "Necessary Infrastructure"). The Parties have agreed that Acutronic Real Estate, at its option, may elect to construct the Necessary Infrastructure (or portions

thereof) or other infrastructure to serve the Property (such as, but not limited to, roadway extensions/improvements, fire hydrants, water detention ponds/structures) with the costs arising from any of the above to be reimbursed by BEDC up to the BEDC Capital Investment amount. In the event Acutronic Real Estate elects to construct the Necessary Infrastructure, Acutronic shall be entitled to funding on a reimbursement basis from the BEDC in an amount not to exceed one million dollars (\$1,000,000.00); said reimbursement shall be paid to Acutronic Real Estate no later than 30 days following delivery of the following from Acutronic Real Estate to the BEDC: (a) all invoices, receipts, or other documentation describing and evidencing the Necessary Infrastructure improvements constructed, as well as the costs expended for same, in a form reasonably acceptable to the BEDC; and (b) written copies of the acceptance of public infrastructure from the City of Bastrop and from any applicable regulatory entities to which the Necessary Infrastructure will be dedicated. For the avoidance of doubt, Acutronic Real Estate may choose to carry out the Necessary Infrastructure work and submit for reimbursement either for the full amount (of \$1,000,000) at one time or in partial installments over time, depending on the construction schedule that Acutronic Real Estate chooses. BEDC represents and warrants that it has committed sufficient funding for the BEDC Capital Investment and will make or, at Acutronic Real Estate's option, reimburse Acutronic Real Estate for making the Necessary Improvements at or near the Property, and will grant such offsite easement(s) reasonably requested by Acutronic Real Estate for such purpose. Each Party agrees to provide the other Party with a written summary of the proposed Necessary Infrastructure improvements at or near the Property to be made by such Party in advance of commencing such improvements and further agrees to keep such other Party regularly informed as to the status of completion of the Necessary Infrastructure improvements contemplated herein. Notwithstanding anything herein to the contrary, Acutronic Real Estate and Acutronic Operating Company reserve the right to terminate this Agreement in the event BEDC fails to complete (or to reimburse Acutronic Real Estate for its costs in constructing) the Necessary Infrastructure improvements on or before December 31, 2025; in which case the BEDC may exercise the Exclusive Repurchase Option Agreement pertaining to the Property, attached hereto as Exhibit "C", provided that it reimburses Acutronic Real Estate for its costs incurred hereunder.

4. In order to effect the completion of the Necessary Infrastructure on or before December 31, 2025, BEDC will take all necessary administrative actions in order to facilitate the permitting, approval of, and construction of the Necessary Infrastructure or other infrastructure to serve the Property at locations and with capacities and specifications acceptable to Acutronic Real Estate and will provide such offsite easement(s) reasonably requested by Acutronic Real Estate or the applicable utility, to allow for the same.

5. Following discussions with the electric utility provider (Bluebonnet), BEDC acknowledges that Acutronic Real Estate shall only be responsible for its twenty-five percent (25%) pro-rata share of the costs to extend or upgrade, as may be necessary, the electrical transmission and distribution lines, whereby other neighboring properties would cover their pro-rata portions of that cost. Acutronic Real Estate may, at its option, include its pro-rata portion of this cost in the \$1,000,000 BEDC Capital Investment (to be paid for by BEDC or reimbursed to Acutronic Real Estate by BEDC).

## ARTICLE VI COVENANTS AND DUTIES

1. Covenants and Duties. Acutronic Real Estate and Acutronic Operating Company make the following covenants and warranties to the BEDC and agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement.

(a) Acutronic Real Estate and Acutronic Operating Company are authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during any term of this Agreement.

(b) The execution of this Agreement has been duly authorized by Acutronic Real Estate and Acutronic Operating Company, and the individual(s) signing this Agreement are authorized to execute such Agreement and bind Acutronic Real Estate and Acutronic Operating Company. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of the organizational documents, or of any agreement or instrument to which Acutronic Real Estate and/or Acutronic Operating Company is a party to or by which it may be bound.

(c) Acutronic Real Estate and Acutronic Operating Company are not a party to any Bankruptcy proceedings currently pending or contemplated, and Acutronic Real Estate and Acutronic Operating Company have not been informed of any potential involuntary Bankruptcy proceedings.

(d) To their current, actual knowledge, Acutronic Real Estate and Acutronic Operating Company have acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City and will continue to use best efforts to maintain all necessary rights, licenses, permits, and authority.

(e) Except as otherwise provided herein, Acutronic Real Estate and Acutronic Operating Company agree to obtain, or cause to be obtained, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the Project.

(f) Except as otherwise provided herein, Acutronic Real Estate shall be responsible for paying, or causing to be paid, to the City and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project. Acutronic Real Estate agrees to develop the Project in accordance with the ordinances, rules, and regulations of the City in effect on the date the Project was designed, unless specified otherwise in this Agreement or in another agreement between the Parties.

(g) Except as otherwise provided herein, Acutronic Real Estate agrees to commence and complete the Project in strict accordance with this Agreement.

(h) Acutronic Real Estate shall cooperate with the BEDC in providing all necessary information to assist the BEDC in complying with this Agreement. Cooperation shall include, but not be limited to, providing evidence and copies of construction contracts, payments for construction, permits, construction supply purchases, and any other

documentation deemed necessary by BEDC to substantiate the reported Capital Investment.

(i) During the term of this Agreement, Acutronic Real Estate and Acutronic Operating Company agree to not knowingly employ or knowingly permit to be employed by an Affiliate any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a (1), Acutronic Real Estate or Acutronic Operating Company shall be in Default (as defined below). Acutronic Real Estate and Acutronic Operating Company is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of Acutronic Real Estate or Acutronic Operating Company or by a person with whom Acutronic Real Estate or Acutronic Operating Company contracts, provided however that identical federal law requirements provided for herein shall be included as part of any agreement or contract which Acutronic Real Estate or Acutronic Operating Company enters into with any subsidiary, assignee, affiliate, or franchisee for which the PBFi provided herein will be used.

(j) Acutronic Real Estate or Acutronic Operating Company shall not be in arrears and shall be current in the payment of all City taxes and fees.

## 2. BEDC's Covenants and Duties.

(a) The BEDC represents and warrants to Acutronic Real Estate and Acutronic Operating Company that the execution of this Agreement has been duly authorized by the BEDC, and the individual signing this Agreement is empowered to execute such Agreement and bind the BEDC. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of the BEDC's organizational documents, or of any agreement or instrument to which the BEDC is a party to or by which it may be bound.

(b) BEDC shall cooperate with Acutronic Real Estate and Acutronic Operating Company in providing all necessary information and documentation to assist Acutronic Real Estate and Acutronic Operating Company in complying with this Agreement.

(c) BEDC represents and warrants to Acutronic Real Estate and Acutronic Operating Company that, according to the most recent zoning map and associated regulations of the City of Bastrop, the current zoning of the Property authorizes the Project as a permitted use(s) and that no additional zoning amendment or special or conditional use permit is required for the construction of the Facility or operation of the Business Operations. The Property is currently zoned "P-EC Place Type-Employment Center". This Place Type Zoning is appropriate for manufacturing/light industrial uses. Under Place Type P-EC, as currently adopted, metalworking (including the use of CNC machines); testing of turbine engines in dedicated engine test cells; metal casting (including a metal foundry); warehousing of raw materials and finished products; and general-purpose office space would be acceptable uses.

## ARTICLE VII TERMINATION

1. Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following:

- (a) The mutual agreement of the Parties, as reflected in writing signed by the Parties;
- (b) Acutronic Real Estate and Acutronic Operating Company satisfying all the Performance Obligations set forth in Article IV, but in no event later than the tenth anniversary of the Effective Date;
- (c) The BEDC electing to terminate this Agreement by written notice to the Acutronic Real Estate and Acutronic Operating Company following an Event of Default by Acutronic Real Estate or Acutronic Operating Company;
- (d) Acutronic Real Estate and/or Acutronic Operating Company electing to terminate this Agreement by written notice to the BEDC following an Event of Default by the BEDC; or
- (e) Acutronic Real Estate electing to terminate this Agreement in the event that the BEDC fails to complete all the Necessary Infrastructure improvements on or before December 31, 2025, as specified in Article V, Section 3.

## ARTICLE VIII DEFAULT

1. Acutronic Real Estate or Acutronic Operating Company Events of Default. The following shall be considered a "Default" by Acutronic Real Estate or Acutronic Operating Company:

- (a) Failure of Acutronic Real Estate and/or Acutronic Operating Company to timely perform any term, covenant, obligation, duty, or agreement contained in this Agreement, including without limitation the Performance Obligations;
- (b) BEDC determines that any representation or warranty contained herein or in any financial statement, certificate, report or opinion prepared and submitted to BEDC in connection with or pursuant to the requirements of this Agreement was false, incorrect or misleading in any material respect when made;
- (c) Any judgment is assessed against Acutronic Real Estate or Acutronic Operating Company or any attachment or other levy against the property of Acutronic Real Estate or Acutronic Operating Company with respect to a claim remains unpaid, unstayed on appeal, not discharged, not bonded or not dismissed for a period of ninety (90) days; or
- (d) Acutronic Real Estate or Acutronic Operating Company makes an assignment for the benefit of creditors; files a petition in bankruptcy; is adjudicated



insolvent or bankrupt; commences any action relating to the Acutronic Real Estate or Acutronic Operating Company under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against Acutronic Real Estate or Acutronic Operating Company any such action and such action remains undismissed or unanswered for a period of ninety (90) days from such filing.

2. BEDC Events of Default. BEDC's failure to fulfill any obligation set forth within the terms and conditions of this Agreement or breach of any covenant, representation, warranty, or duty set forth in this Agreement shall be deemed a "Default" by the BEDC.

3. Remedies for Default.

(a) In the event of Default by Acutronic Real Estate or Acutronic Operating Company, the BEDC shall give Acutronic Real Estate or Acutronic Operating Company, as applicable, written notice of such Default and if Acutronic Real Estate or Acutronic Operating Company, as applicable has not cured such Default within 60 days after receipt of such Notice, an "Event of Default" by Acutronic Real Estate or Acutronic Operating Company, as applicable, shall have occurred. The applicable Parties may mutually agree to extend the period of time required to cure an Event of Default. Upon the occurrence and during the continuance of an Event of Default by Acutronic Real Estate or Acutronic Operating Company, as applicable, the BEDC shall have the right to terminate this Agreement, and pursue all rights and remedies provided by applicable law. After such termination by the BEDC, the BEDC shall have no further obligation to Acutronic Real Estate or Acutronic Operating Company under this Agreement. The BEDC also retains the right, at its sole discretion, to withhold payment of any PBFi funds during the continuance of any such Default, or, following termination of this Agreement in accordance with this paragraph 3, require repayment of all or any portion of PBFi funds already paid, as may be appropriate.

(b) In the event of Default by the BEDC, Acutronic Real Estate and/or Acutronic Operating Company, as applicable, shall give the BEDC written notice of such Default and if the BEDC has not cured such Default within 60 days after receipt of such Notice, an "Event of Default" by the BEDC shall have occurred. The applicable Parties may mutually agree to extend the period of time required to cure an Event of Default. Upon the occurrence and during the continuance of an Event of Default by the BEDC, Acutronic Real Estate or Acutronic Operating Company, as applicable, shall have the right to terminate this Agreement, and pursue all rights and remedies provided by applicable law. After such termination by Acutronic Real Estate and/or Acutronic Operating Company, Acutronic Real Estate and Acutronic Operating Company shall have no further obligations to the BEDC under this Agreement.

## ARTICLE IX MISCELLANEOUS

1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement is contingent upon the purchase of the Property by Acutronic Real Estate from the

BEDC. This Agreement is not binding until it has been approved by the Bastrop Economic Development Corporation and the City of Bastrop; upon said approval, the Executive Director of the BEDC shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the BEDC, on behalf of the Parties related thereto.

2. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

3. Independent Contractors.

(a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, Acutronic Real Estate or Acutronic Operating Company at no time will be acting as an agent of the BEDC and that all consultants or contractors engaged by the BEDC, Acutronic Real Estate or Acutronic Operating Company respectively will be independent contractors of the BEDC, Acutronic Real Estate, or Acutronic Operating Company, as applicable; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the BEDC will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by Acutronic Real Estate or Acutronic Operating Company respectively under this Agreement, unless any such claims are due to the fault of the BEDC.

(b) By entering into this Agreement, except as specifically set forth herein, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the BEDC, with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.

(c) No employee of the BEDC, or any board member, or agent of the BEDC, shall be personally responsible for any liability arising under or growing out of this Agreement.

4. Notice. Any notice required by or permitted under this Agreement must be in writing. Notice may be given by certified or registered mail, personal delivery, courier delivery, or e-mail and will be effective when received, provided that (a) any notice received on a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday and (b) any notice received after 5:00 P.M. local time at the place of delivery on a day that is not a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday. Any address for notice may be changed by not less than ten (10) days' prior written notice given as provided herein.

If intended for BEDC: Bastrop Economic Development Corporation  
 Attention: Executive Director  
 301 State Hwy 71, Suite 214  
 Bastrop, TX 78602

With a copy to:  
 Denton, Navarro, Rocha, Bernal, & Zech, PC  
 Attention: Charles E. Zech  
 2500 W. William Cannon, Suite 609  
 Austin, Texas 78745

If to Acutronic Real Estate: Acutronic Real Estate Inc.  
 Attention: Florian Aigrain  
 700 Waterfront Drive  
 Pittsburgh, PA, 15222

With a copy to:  
 Jackson Walker LLP  
 Attention: Henry Gilmore or Steve Martens  
 100 Congress Avenue, Ste. 1100  
 Austin, Texas 78701

If to Acutronic Operating Company: The Acutronic Company  
 Attention: Florian Aigrain  
 700 Waterfront Drive  
 Pittsburgh, PA, 15222

With a copy to:  
 Jackson Walker LLP  
 Attention: Henry Gilmore or Steve Martens  
 100 Congress Avenue, Ste. 1100  
 Austin, Texas 78701

5. Governmental Records. All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10.

6. Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement shall be in the Courts of Bastrop County, Texas, United States of America. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

7. Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the Board of Directors by the BEDC and the City of Bastrop.

8. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it

is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

9. Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

10. Entire Agreement. This Agreement, in conjunction with the contract governing the purchase of the Property by Acutronic Real Estate from the BEDC, constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly executed amendments to this Agreement.

11. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

12. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

13. Exhibits. Any Exhibits attached hereto are incorporated by reference for all purposes.

14. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

15. Indemnification. **ACUTRONIC REAL ESTATE AND ACUTRONIC OPERATING COMPANY SHALL RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFY THE BEDC, INCLUDING ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES, AND THE CITY COUNCIL MEMBERS AND MAYOR INDIVIDUALLY AND ACTING IN THEIR CAPACITY OF REVIEWING AND APPROVING ACTIONS OF THE BEDC (COLLECTIVELY "THE INDEMNITEES") FROM AND AGAINST ANY AND ALL SUITS, CLAIMS AND OTHER DEMANDS OF EVERY TYPE WHATSOEVER, INCLUDING ALL REASONABLE ATTORNEY'S FEES AND COSTS, ARISING FROM OR OTHERWISE RELATING TO THE BEDC CONTRIBUTION OR THE DESIGN, CONSTRUCTION OR OPERATION OF THE FACILITY, AND SUCH OBLIGATION SHALL NOT BE AFFECTED BY ANY ACTUAL OR ALLEGED NEGLIGENCE, CONTRIBUTORY NEGLIGENCE, OR STRICT LIABILITY ON THE PART OF THE INDEMNITEES (OTHER THAN AS A RESULT OF THE GROSS NEGLIGENCE, RECKLESS DISREGARD, OR WILLFUL MISCONDUCT OF THE INDEMNITEES). IF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS ASSERTED AGAINST ANY INDEMNITEE, SUCH INDEMNITEE SHALL**

PROMPTLY NOTIFY THE OTHER PARTIES, BUT THE FAILURE TO SO PROMPTLY NOTIFY THE OTHER PARTIES SHALL NOT AFFECT SUCH OTHER PARTIES OBLIGATIONS UNDER THIS PARAGRAPH UNLESS SUCH FAILURE MATERIALLY PREJUDICES THE OTHER PARTIES' RIGHT TO PARTICIPATE IN THE CONTEST OF SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION, AS HEREINAFTER PROVIDED. IF REQUESTED BY THE PARTY HAVING THE OBLIGATION TO INDEMNIFY IN WRITING, SO LONG AS THE OTHER PARTY IS NOT IN DEFAULT UNDER THIS AGREEMENT, SUCH INDEMNITEE SHALL IN GOOD FAITH CONTEST THE VALIDITY, APPLICABILITY AND AMOUNT OF SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION AND SHALL PERMIT THE INDEMNIFYING PARTY TO PARTICIPATE IN SUCH CONTEST. ANY INDEMNITEE THAT PROPOSES TO SETTLE OR COMPROMISE ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION OR PROCEEDING FOR WHICH THE OTHER PARTY MAY BE LIABLE FOR PAYMENT OF INDEMNITY HEREUNDER SHALL GIVE SUCH PARTY WRITTEN NOTICE OF THE TERMS OF SUCH PROPOSED SETTLEMENT OR COMPROMISE REASONABLY IN ADVANCE OF SETTLING OR COMPROMISING SUCH CLAIM OR PROCEEDING AND SHALL OBTAIN SUCH PARTY'S CONCURRENCE THERETO.

16. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

17. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Acutronic Real Estate or Acutronic Operating Company, Acutronic Real Estate or Acutronic Operating Company shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to causes of any kind whatsoever which are caused by Force Majeure.

18. Time Periods. Unless otherwise expressly provided herein, all periods for delivery or review and the like will be determined on a "calendar" day basis. If any date for performance, approval, delivery or Closing falls on a Saturday, Sunday or legal holiday (state or federal) in the State of Texas, the time therefore will be extended to the next day which is not a Saturday, Sunday or legal holiday.


19. Assignability. This Agreement, or its obligations therein, may be assigned to an Affiliate. For the avoidance of doubt, the Performance Obligations of Acutronic Operating Company can be met by any Affiliate (or any combination of Affiliates), without the necessity of a formal written assignment, with the same force and effect as if those Performance Obligations were met by Acutronic Operating Company itself. Acutronic Real Estate and Acutronic Operating Company agree that the assignment of this Agreement or any of the obligations therein to an Affiliate does not relieve Acutronic Real Estate or Acutronic Operating Company from the applicable obligations, performance, compliance, and liabilities under or in connection with this Agreement.

[SIGNATURE PAGES IMMEDIATELY FOLLOWING]

**Executed** to be effective as of the Effective Date.


**ACUTRONIC REAL ESTATE:**

ACUTRONIC REAL ESTATE INC., a Delaware  
corporation

By:   
Name: Roland Bennett  
Title: Treasurer

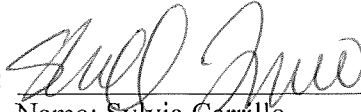

**ACUTRONIC OPERATING  
COMPANY:**

THE ACUTRONIC COMPANY, a Delaware  
corporation

By:   
Name: Roland Bennett  
Title: Treasurer

**Executed** to be effective as of the Effective Date.

**BASTROP ECONOMIC DEVELOPMENT  
CORPORATION**

By:   
Name: Sylvia Carrillo  
Title: Interim Executive Director 

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Charles E. Zech, BEDC Attorney

**RESOLUTION NO. R-2025-134**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE ACUTRONIC PERFORMANCE AGREEMENT TO INCLUDE CIVIL ENGINEERING SERVICES AS A QUALIFIED REIMBURSABLE EXPENSE UNDER THE AGREEMENT; AUTHORIZING NECESSARY ACTIONS, INCLUDING EXECUTION OF ALL NECESSARY DOCUMENTS; AND ESTABLISHING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council of the City of Bastrop approved the BEDC entering into a performance agreement with the Acutronic Company via Resolution R-2023-153 on October 10, 2023; and

**WHEREAS**, the BEDC Board approved the first amendment to the performance agreement with the Acutronic Company via Resolution R-2024-0003 on April 15, 2024; and

**WHEREAS**, the BEDC Board approved the second amendment to the performance agreement with the Acutronic Company via Resolution R-2024-0004 on May 8, 2024; and

**WHEREAS**, the BEDC Board approved the third amendment to the performance agreement with the Acutronic Company via Resolution R-2024-0005 on May 20, 2024; and

**WHEREAS**, the original performance agreement included a commitment by the BEDC to fund up to \$1,000,000 toward infrastructure improvements to assist the company in making the site “shovel-ready”; and

**WHEREAS**, the original performance agreement did not stipulate as to whether the costs of civil engineering could be considered as a qualified reimbursable expense; and

**WHEREAS**, the BEDC Board met for a special board meeting on Friday, August 29, 2025, to approve a fourth amended performance agreement which includes civil engineering costs as a qualified reimbursable expense, attached as Exhibit “A”; and

**WHEREAS**, the City has reviewed the August 29, 2025, actions of the BEDC related to the amended agreement noted herein, has considered and evaluated it, and has found it meritorious of the City Council’s authorization and approval; and



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

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

**Section 1. Findings and Determination.** The City Council hereby finds and determines that it is in the best interest of the BEDC and the City to approve the amended agreement with Acutronic.

**Section 2.** The City Council of the City of Bastrop, Texas, hereby authorizes all necessary actions, including the execution of all necessary documentation.

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

**Section 4.** This Resolution shall take effect immediately upon its passage, and it is so resolved.

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

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Denton, Navarro, Rodriguez, Bernal, Santee & Zech, P.C

Exhibit "A"  
Fourth Amended Performance Agreement Between the Acutronic Company and the  
Bastrop Economic Development Corporation

### THIRD AMENDMENT TO CONTRACT

This THIRD AMENDMENT TO CONTRACT (this "Amendment") is made and entered into as of May 28th, 2024, by and between BASTROP ECONOMIC DEVELOPMENT CORPORATION ("Seller") and ACUTRONIC REAL ESTATE INC., or assigns ("Buyer").

#### RECITALS

A. Seller and Buyer entered into the Real Estate Purchase Contract (as amended, the "Contract") dated effective January 10, 2024, providing for the purchase and sale of 13.84 acres in the Bastrop Business and Industrial Park in Bastrop County, Texas, and described in the Contract (the "Property").

B. The Contract was amended by the First Amendment to Contract dated April 16, 2024, and the Second Amendment to Contract dated May 8, 2024, both executed by Seller and Buyer.

C. Seller and Buyer have agreed to expand and describe certain closing and post-closing conditions and agreements under the Contract, and Seller and Buyer desire to amend the Contract to confirm this agreement.

D. All capitalized terms used but not defined herein shall have the same meaning and definition as those used in the Contract.

THEREFORE, in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by all parties hereto, Seller and Buyer agree as follows:

1. Approval and Variance Grant to Protective Covenants. The Approval and Variance Grant to Protective Covenants document attached hereto as Exhibit F is hereby attached and incorporated to the Contract in full as Exhibit F (and the Exhibit listed in Section C of the Contract is amended to include the same). Additionally, Section B(1) of the Contract is amended and restated as follows:

1. At closing, Seller will execute and deliver the following items:

The Performance Agreement in the form attached as Exhibit "B" (as revised in accordance with the Third Amendment to Contract)

IRS Nonforeign Person Affidavit

Evidence of Seller's authority to close this transaction

The Repurchase Option Agreement in the form attached as Exhibit "C" to the Special Warranty Deed

The Memorandum of Repurchase Option in the form attached as Exhibit "D" to the Special Warranty Deed

Special Warranty Deed, substantially in the same form as Exhibit "E"

The Approval and Variance Grant to Protective Covenants in the form

attached as Exhibit "F"

2. Performance Agreement. Before the Closing Date, and as a condition to closing, Article V of the Performance Agreement must be amended to incorporate the following amended and restated Section 3 and additional Sections 4, and 5 (Sections 1 and 2 of the same remaining unchanged):

3. BEDC acknowledges that a substantial capital investment by BEDC of up to one million dollars (\$1,000,000.00) ("BEDC Capital Investment") for infrastructure improvements at or near the Property is necessary to deliver a 'shovel-ready' site to Acutronic Real Estate, to wit: storm sewer system improvements, and municipal utility improvements (gas, water, wastewater, electric, fiber, water, and wastewater taps) at locations and with capacities and specifications acceptable to Acutronic Real Estate (the "Necessary Infrastructure"). The Parties have agreed that Acutronic Real Estate, at its option, may elect to construct the Necessary Infrastructure (or portions thereof) or other infrastructure to serve the Property (such as, but not limited to, roadway extensions/improvements, fire hydrants, water detention ponds/structures) with the costs arising from any of the above to be reimbursed by BEDC up to the BEDC Capital Investment amount. In the event Acutronic Real Estate elects to construct the Necessary Infrastructure, Acutronic shall be entitled to funding on a reimbursement basis from the BEDC in an amount not to exceed one million dollars (\$1,000,000.00); said reimbursement shall be paid to Acutronic Real Estate no later than 30 days following delivery of the following from Acutronic Real Estate to the BEDC: (a) all invoices, receipts, or other documentation describing and evidencing the Necessary Infrastructure improvements constructed, as well as the costs expended for same, in a form reasonably acceptable to the BEDC; and (b) written copies of the acceptance of public infrastructure from the City of Bastrop and from any applicable regulatory entities to which the Necessary Infrastructure will be dedicated. For the avoidance of doubt, Acutronic Real Estate may choose to carry out the Necessary Infrastructure work and submit for reimbursement either for the full amount (of \$1,000,000) at one time or in partial installments over time, depending on the construction schedule that Acutronic Real Estate chooses. BEDC represents and warrants that it has committed sufficient funding for the BEDC Capital Investment and will make or, at Acutronic Real Estate's option, reimburse Acutronic Real Estate for making the Necessary Improvements at or near the Property, and will grant such offsite easement(s) reasonably requested by Acutronic Real Estate for such purpose. Each Party agrees to provide the other Party with a written summary of the proposed Necessary Infrastructure improvements at or near the Property to be made by such Party in advance of commencing such improvements and further agrees to keep such other Party regularly informed as to the status of completion of the Necessary Infrastructure improvements contemplated herein. Notwithstanding anything herein to the contrary, Acutronic Real Estate and Acutronic Operating Company reserve the right to terminate this Agreement in the event BEDC fails to complete (or to reimburse Acutronic Real Estate for its costs in constructing) the Necessary Infrastructure improvements on or before December 31, 2025; in which case the BEDC may exercise the Exclusive Repurchase Option Agreement pertaining to the Property, attached hereto as Exhibit "C", provided that it reimburses Acutronic Real Estate for its costs incurred hereunder.



4. In order to effect the completion of the Necessary Infrastructure on or before December 31, 2025, BEDC will take all necessary administrative actions in order to facilitate the permitting, approval of, and construction of the Necessary Infrastructure or other infrastructure to serve the Property at locations and with capacities and specifications acceptable to Acutronic Real Estate and will provide such offsite easement(s) reasonably requested by Acutronic Real Estate or the applicable utility, to allow for the same.

5. Following discussions with the electric utility provider (Bluebonnet), BEDC acknowledges that Acutronic Real Estate shall only be responsible for its twenty-five percent (25%) pro-rata share of the costs to extend or upgrade, as may be necessary, the electrical transmission and distribution lines, whereby other neighboring properties would cover their pro-rata portions of that cost. Acutronic Real Estate may, at its option, include its pro-rata portion of this cost in the \$1,000,000 BEDC Capital Investment (to be paid for by BEDC or reimbursed to Acutronic Real Estate by BEDC).

3. Ratification. Except as modified and amended by this Amendment, all of the other terms and conditions of the Contract are hereby ratified and confirmed.

4. Counterparts. This Amendment may be executed in two or more counterparts, and each counterpart shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. A scanned email version of any signature hereto shall be deemed an original for all purposes.


5. Titles of Sections. All titles or headings of sections or other divisions of this Amendment are only for the convenience of the parties hereto and shall be of no force and effect, and shall not be construed to add to, modify, clarify, or otherwise change the context of such sections of this Amendment as a whole.

[Signature Page Follows]

EXECUTED as of the date first above written.

SELLER:

BASTROP ECONOMIC DEVELOPMENT  
CORPORATION

By   
Name: Sylvia Carrillo-Trevino  
Title: City Manager & Interim Director of BEPC

BUYER:

ACUTRONIC REAL ESTATE INC.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED as of the date first above written.

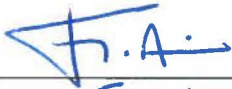
SELLER:

BASTROP ECONOMIC DEVELOPMENT  
CORPORATION

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BUYER:

ACUTRONIC REAL ESTATE INC.

By  \_\_\_\_\_  
Name: FLORIAN AIGRAIN  
Title: PRESIDENT

**Exhibit F**

**Approval, Variance Grant, and Amendment to Protective Covenants**

[Attached below]



Steven R. Martens  
 Jackson Walker LLP  
 100 Congress Ave., Suite 1100  
 Austin, Texas 78701

**APPROVAL AND VARIANCE GRANT  
 TO PROTECTIVE COVENANTS**

This Approval and Variance Grant to Protective Covenants (this “*Approval*”) is executed to be effective as of May \_\_, 2024 (the “*Effective Date*”) by **BASTROP ECONOMIC DEVELOPMENT CORPORATION**, a Texas economic development corporation (together with the Board of Directors thereof, “*BEDC*” or “*Declarant*”) for the benefit of **ACUTRONIC REAL ESTATE INC.**, a Delaware corporation (together with its affiliates, successors and assigns, “*Acutronic*”).

**RECITALS:**

A. BEDC executed and filed of record that certain Sixth Amendment to the Protective Covenants, Conditions and Restrictions (alternatively referred to as the Sixth Amended Protective Covenants) Bastrop Business and Industrial Park recorded under Document No. 201505739 of the Official Public Records of Bastrop County, Texas (as amended, the “*Protective Covenants*”) over real property located in Bastrop County described therein, including that certain tract of real property more particularly described on Exhibit “A” attached hereto (the “*Subject Tract*”).

B. BEDC reserved the right to amend the Protective Covenants and to approve plans and grant variances to certain requirements thereunder.

C. Acutronic has agreed to purchase the Subject Tract from BEDC and BEDC has agreed to sell the Subject Tract to Acutronic, subject to BEDC granting certain approvals and variances and amending certain requirements under the Protective Covenants with respect to the Subject Tract, and only the Subject Tract

D. Acutronic submitted site development plans, construction plans, and other plans and specifications setting forth building materials used, set-backs, parking, and other items evidencing the intended use of the Property (collectively, the “*Plans*”) to BEDC for the construction and development of improvements (“*Improvements*”) to be located on the Subject Tract, as identified in the land use plan and list of liquids and materials attached hereto as Exhibit “B”.

THEREFORE, BEDC hereby approves the Plans, grants certain variances, and amends certain requirements in each case under the Protective Covenants with respect to the Subject Tract (and only the Subject Tract) as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein for all purposes.

2. Approval and Variance Grant. The Plans for the Improvements and the intended use of the Subject Tract evidenced thereby have been reviewed and are hereby approved by the BEDC for all purposes. BEDC agrees that Acutronic may construct the Improvements on the Subject Tract in substantial compliance with the Plans without the requirement of any additional approvals or variance grants from BEDC. For that purpose, BEDC hereby grants: (a) all approvals of BEDC (or the Board thereof) specifically required under the Protective Covenants with respect to the Plans and the construction and operation of the Improvements; and (b) a variance in each case from any requirement, covenant, or limitation set forth in the Protective Covenants that the construction and operation of the Improvements in accordance with the Plans would otherwise conflict with or violate; specifically including, but not limited to, the following:

(a) The requirement that all "Area A" primary or accessory structures be constructed in Masonry under Section C.2(a) is varied to allow construction of the Improvements using steel, glass, metal siding and such other materials set forth in the Plans (which materials BEDC hereby approves);

(b) All construction commencement and completion date requirements and deadlines set forth in Section D are varied and waived with respect to the Subject Tract and shall not affect the Subject Tract or the construction of the Improvements;

(c) The limitations on principal buildings per lot set forth in Section E.4 and Section E.7 are varied and waived with respect to the Subject Tract. All buildings shown in or contemplated by the Plans (whether primary or accessory) shall be permitted on the Subject Tract and shall not be subject to the Side yard setback requirement set forth in Section E.3 except with respect to the property line boundaries (i.e. any Side yard setback requirement between buildings on the Subject Tract is varied and waived);

(d) The prohibition on driveways within fifty (50) feet of any street intersection set forth in Section I is varied to specifically permit the driveways, entryways, and roads at the locations set forth in the Plans notwithstanding the location of any current or future street intersections; and

(e) The use and storage on the Subject Tract of such liquids and materials to be used in Acutronic's ordinary course of business (and in full compliance with all applicable regulations and laws) of whatever quantity, whether petrochemical compounds or flammable, or including, without limitation, those liquids and materials enumerated in the Plans, are hereby approved under Section Q.7, and no further prior approval shall be required for the same.

3. Amendment. To the extent BEDC is not authorized or empowered under the Protective Covenants to grant any of the foregoing approvals, variances or requirement waivers, BEDC hereby amends the Protective Covenants with respect to the Subject Tract (and only the Subject Tract) to authorize and empower BEDC to grant all such approvals and variances.

4. Non-Revocable. This Approval shall run with the Subject Tract and may not be revoked, amended, superseded, or replaced by BEDC (or its successors and assigns) without the written consent of Acutronic. Any instrument that would cause such revocation, amendment, superseding, or replacement shall not be effective with respect to the Subject Tract unless Acutronic has joined in and executed the same.

5. Assignment. Acutronic may assign this Approval in whole or in part.

6. No Responsibility of BEDC. BEDC bears no responsibility for ensuring: (a) the structural integrity or soundness of any Improvements; (b) the compliance with building codes or other governmental requirements; or (c) that the Improvements are fit for their intended purpose.

7. Miscellaneous. For purposes of facilitating the execution of this Approval: (a) the signature pages taken from separate individually executed counterparts of this Approval may be combined to form multiple fully executed counterparts; and (b) an electronic or other signature shall be deemed to be an original signature for all purposes. All executed counterparts of this Approval shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same approval. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Protective Covenants. All references to Sections herein refer to the Sections of the Protective Covenants unless otherwise stated.

[Signature Page Follows.]



EXECUTED as of the Effective Date first above written.

**BEDC:**

BASTROP ECONOMIC DEVELOPMENT  
CORPORATION

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF BASTROP   §

This instrument was acknowledged before me this \_\_\_\_ day of May 2024, by  
\_\_\_\_\_, as \_\_\_\_\_ of BASTROP ECONOMIC DEVELOPMENT  
CORPORATION, a Texas public corporation, on behalf of the same.

(seal)

\_\_\_\_\_  
Notary Public – State of Texas

The undersigned, hereby ratifies, approves, and agrees to the terms and provisions set forth in this Approval.

**ACUTRONIC:**

ACUTRONIC REAL ESTATE INC.

By \_\_\_\_\_  
Florian Aigrain, President

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of May 2024, by Florian Aigrain, President of Acutronic Real Estate Inc., a Delaware corporation, on behalf of said corporation.

(seal)

\_\_\_\_\_  
Notary Public – State of Texas

**EXHIBIT "A"**

**DESCRIPTION OF SUBJECT TRACT**

Tract 4, REPLAT OF LOT 1 CONSERVATION AREA AND RESERVE AREA "D" BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE 1, a subdivision in Bastrop County, Texas, according to the map or plat of record in Volume 8, Page 43A, of the Plat Records of Bastrop County, Texas.

**EXHIBIT “B”**

LIST OF PLANS

Attached





## Hazardous Materials

Area	Part # / Contents	Description	Container Type	Container Size	Quantity	Storage Location
APS - Electronics	Fine L Coat UR	Conformal Coating	Metal Can	12 Ounce	24	Warehouse
APS - Electronics	Methanol	Electronics cleaner (Sonic Washer)	Metal Drum	55 Gallon	2	Individual anti-Flammable Cabinet
APS - Electronics	Isopropyl Alcohol		Metal Drum	55 Gallon	2	Individual anti-Flammable Cabinet
APS - Electronics	Denatured Alcohol		Metal Drum	55 Gallon	2	Individual anti-Flammable Cabinet
APS - Electronics	Vigon EFM	Electronics cleaner (Can)	Metal Can	300 Milliliters	8	Warehouse
APS - Electronics	222 MS	Loctite	Plastic Container	1.69 Ounces	8	Electronics Department
APS - Electronics	Techspray 1978-1 (Silicon Free)	HS Compound 1	Plastic Container	1 Pound	2	Electronics Department
APS - Electronics	Berquist Gap Filler TGF 3600	HS Compound 2	Cartridge	50 CC	10	Refrigerator
APS - Electronics	Laird A17170-02	HS Compound 3	Cartridge	12 Ounces	4	Electronics Department
APS - Electronics	979	Flux 1	Plastic Bottle	1 Gallon	2	Electronics Department
APS - Electronics	MG Chemicals 8341	Flux 2	Syringe	.35 Ounces	8	Electronics Department
APS - Electronics	Elma A1	Electronics Cleaner	Plastic Bottle	2.5 Liters	2	Electronics Department
APS - Electronics	Dust Off Electronics Compressed Air	Canned Air	Metal Can	10 Ounces	24	Electronics Department
APS - Electronics	Deionized Water	Deionized Water	Plastic Bottle	1 Gallon	2	Electronics Department
APS - Electronics	DP-110 (translucent)	Epoxy	Cartridge	1.7 Ounces	4	Electronics Department
APS - Stators	EP11HTFS Gray 50ml	Epoxy	Cartridge (50ml)	50 Milliliters	24	Stator Department
APS - Stators	3M Scotchcast 260	Powder Coat	Metal Container	44 Lbs	2	Stator Department
APS - Stators	Eleantas Ean Guard EM59-60MR	Emulsification	Plastic Container	5 Gallon	2	Stator Department
APS - Stators	CRC SP-400	Rust Inhibitor	Metal Can	10 Ounces	24	Warehouse
APS - Rotors	EA 3985	Epoxy	Plastic Bottle	1 Liter	2	Refrigerator
APS - Rotors	Acetone	Acetone	Metal Drum	55 Gallon	2	Individual anti-Flammable Cabinet
APS - Rotors	Elma A4	Cleaner (Sonic Washer Lycoming)	Plastic Bottle	2.5 Liters	2	Rotor Department
ATI - Test Cell	Jet-A	Turbine Engine Fuel	Metal Drum	55 Gallon	2	Large anti-Flammable Cabinet
ATI - Test Cell	JP-10	Turbine Engine Fuel	Metal Drum	55 Gallon	2	Large anti-Flammable Cabinet
ATI - Build	Radcolube	Lubricating Oil	Metal Can	1 Gallon	4	Large anti-Flammable Cabinet
ATI - Build	Catrol, Mobil, 888	Lubricating Oil	Plastic Container	1 Liter	10	Large anti-Flammable Cabinet
AAI - Electronics	Isopropyl Alcohol, Laboratory Grade		Plastic Container	1 Gallon	6	Small anti-Flammable Cabinet
AAI - Electronics	Isopropyl Alcohol, General Grade		Metal Drum	5 Gallon	10	Small anti-Flammable Cabinet
AAI - Electronics	Lacquer Thinner		Metal Container	1 Gallon	2	Small anti-Flammable Cabinet
AAI - Electronics	Aeroshell Grease		Metal Container	1 Gallon	2	Small anti-Flammable Cabinet
AAI - Electronics	Acetone		Metal Container	1 Quart	4	Small anti-Flammable Cabinet
AAI - Electronics	Mineral Spirits		Plastic Container	1 Quart	2	Small anti-Flammable Cabinet
AAI - Electronics	Propane	MAP Gas Canisters for Torches	Metal Canister	14.1 Ounce	6	Small anti-Flammable Cabinet



# STAFF REPORT

**MEETING DATE:** September 9, 2025

**TITLE:**

Consideration and act to approve Resolution No. R-2025-136 appointing Kerry Fossler the City of Bastrop representative to the Clean Air Coalition.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Michael Muscarello, City Secretary

**BACKGROUND/HISTORY:**

The Central Texas Clean Air Coalition (CAC), established through the Capital Area Council of Governments (CAPCOG), is a regional partnership dedicated to improving air quality in the Austin-Round Rock Metropolitan Statistical Area (MSA).

Membership in the Clean Air Coalition consists of local governments and Independent School Districts within the MSA that commit to supporting the regional clean air plan and implementing selected emission reduction strategies.

Each general member's governing body is required to appoint one elected official by resolution to serve as its representative to the Coalition. The City of Bastrop, as a general member, must designate its representative and notify CAPCOG accordingly.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of Resolution No. R-2025-136 appointing Council Member Kerry Fossler as the City of Bastrop's representative to the Clean Air Coalition.

**ATTACHMENTS:**

1. Proposed Resolution R-2025-136

## RESOLUTION NO. R-2025-136

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPOINTING COUNCIL MEMBER KERRY FOSSLER AS THE CITY OF BASTROP'S CLEAN AIR COALITION REPRESENTATIVE, AS REQUIRED IN ARTICLE II OF THE CLEAN AIR COALITION OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS BYLAWS; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, The Central Texas Clean Air Coalition, herein after known as the "Clean Air Coalition" members are organizations that support the regional effort toward improvement of air quality in the Austin-Round Rock Metropolitan Statistical Area (MSA); and

**WHEREAS**, General members shall be local governments or Independent School Districts within the Austin-Round Rock MSA. The governing boards of general members must ratify the current clean air plan, commit to implementing selected emission reduction measures; and

**WHEREAS**, Representatives to the Clean Air Coalition will include elected officials appointed by governing bodies for the general members of the Clean Air Coalition; and  
**WHEREAS**, Each general member's governing body appoints by resolution one elected official to serve on the Clean Air Coalition and shall provide written notification to the CAPCOG staff liaison.

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

**Section 1:** That the City Council of the City of Bastrop appoints Council Member Kerry Fossler as the City of Bastrop's Representative to the Clean Air Coalition.

**Section 2:** 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 September, 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

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**MEETING DATE:** September 9, 2025

**TITLE:**

Consider and act to approve the Bastrop City Council minutes from the August 26, 2025, Regular Meeting.

**AGENDA ITEM SUBMITTED BY:**

Victoria Psencik, Assistant City Secretary

**BACKGROUND/HISTORY:**

N/A

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Approve the Bastrop City Council minutes from the August 26, 2025, Regular Meeting.

**ATTACHMENTS:**

- DRAFT August 26 Regular Meeting

**CITY OF BASTROP**  
**BASTROP CITY COUNCIL**  
**REGULAR CITY COUNCIL MEETING MINUTES**

**Tuesday, August 26, 2025**

The Bastrop City Council met in a Regular Meeting at 6:30 p.m. on Tuesday, August 26, 2025, at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

**Council Members Present**

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

**Staff Present**

City Manager Sylvia Carrillo-Trevino  
 Assistant City Manager / Fire Chief Andres Rosales  
 Assistant City Attorney Stan Springerley  
 City Secretary Michael Muscarello  
 Assistant City Secretary Victoria Psencik  
 Assistant to the City Manager Vivianna Andres  
 Finance Director Judy Sandroussi  
 Assistant Finance Director Laura Allen  
 Development Services Director James Cowey  
 Police Chief Vicky Steffanic  
 Project Manager Elizabeth Wick  
 Public Information Manager Colin Guerra  
 Senior Planner Brittany Epling  
 BEDC B.A.R.E. Manager Dori Kelley

**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**

Bailey Alexander and Jorge Salazar Zarate, Student Council Representatives from Colorado River Collegiate Academy, led the Pledge of Allegiance.

**3. INVOCATION**

City of Bastrop Police Chaplain Robert Oliver delivered the Invocation.

**4. PRESENTATIONS**

4A. **Mayor's Report**

4B. **Council Members' Report**

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

**1. Streets Update**



## **2. Wastewater Treatment Plant Update**

## **3. Park Improvements Update**

## **4. Development Update**

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

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

## **6. STAFF AND BOARD REPORTS**

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

Submitted and Presented by: Laura Allen, Assistant Finance Director

## **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 to approve the Bastrop City Council minutes from the August 12, 2025, Regular Meeting.**

Submitted by: Victoria Psencik, Assistant City Secretary

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

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

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

Submitted by: Brittany Epling, Senior Planner

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

Submitted by: Brittany Epling, Senior Planner

Mayor Harris called for requests to remove any item from the Consent Agenda for separate discussion. Mayor Harris announced that Item 8C and 8G to be removed. Council Member Fossler requested Item 8B be removed.

**MOTION:** Mayor Pro-Tem Kirkland moved to approve the Consent Agenda as presented with the exclusion of Items 8B, 8C, and 8G. Council Member Lowe seconded the motion. Motion carried unanimously.

\* \* \* \* \*

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

Submitted and Presented by: Michael Muscarello, City Secretary

**MOTION:** Council Member Fossler moved to approve Resolution No. R-2025-151 as presented. Council Member Plunkett seconded the motion. Motion carried unanimously.

\* \* \* \* \*

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

Submitted and Presented by: Judy Sandroussi, Finance Director

Citizen Comment submitted specifically for Item 8G who spoke: Cecilia Serna

**MOTION:** Mayor Pro-Tem Kirkland moved to approve Resolution No. R-2025-153 as presented. Council Member Meyer seconded the motion. Motion carried unanimously

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

Submitted and Presented by: Vicky Steffanic, Chief of Police

**MOTION:** Mayor Pro-Tem Kirkland moved to approve Resolution No. R-2025-145 with the change of the contract amount to Two Hundred Nine Thousand Six Hundred Fourteen and 26/Dollars (\$209,614.26). Council Member Plunkett seconded the motion. Motion carried unanimously.

## 9. ITEMS FOR INDIVIDUAL CONSIDERATION

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

Submitted and Presented by: Laura Allen, Assistant Finance Director

**MOTION:** Council Member Fossler moved to approve the second reading of Ordinance No. 2025-55 as presented. Council Member Plunkett seconded the motion. Motion carried unanimously.

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

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

**MOTION:** Council Member Plunkett moved to set the Roadway Impact Fee amendment public hearing date for the first Regular City Council Meeting in October. Council Member Meyer seconded the motion. Motion carried unanimously.

**MOTION:** Mayor Pro-Tem Kirkland moved to approve Resolution No. R-2025-146 as presented. Council Member Fossler seconded the motion. Motion carried unanimously.

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

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

**MOTION:** Mayor Pro-Tem Kirkland moved to approve the first reading of Ordinance No. 2025-64 and to include on the September 9, 2025 agenda for a second reading. Council Member Fossler seconded the motion. Motion carried unanimously.

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

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

**MOTION:** Council Member Meyer moved to approve Resolution No. R-2025-150 as presented. Council Member Lowe 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 7:49 p.m. pursuant to Texas Government Code, Chapter 551 as follows:

- 10A. Section 551.071 to seek advice of legal counsel to discuss and deliberate regarding construction contracts related to the Wastewater Treatment Plant #3.
  - 10B. Section 551.072 to deliberate the purchase, exchange, lease, or value of real property located on Lovers Lane.
  - 10C. Section 551.074 to deliberate the appointment, employment, and evaluation of the City Manager.
  - 10D. Section 551.072 to deliberate the purchase, exchange, lease, or value of real property located on Pine Street.
11. **TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION**

Mayor Harris reconvened the City Council into the Open Session at 8:55 p.m. and called for any action as a result of the Executive Session.

- 10A. Section 551.071 to seek advice of legal counsel to discuss and deliberate regarding construction contracts related to the Wastewater Treatment Plant #3.

No action was taken on Item 10A.

- 10B. Section 551.072 to deliberate the purchase, exchange, lease, or value of real property located on Lovers Lane.

No action was taken on Item 10B.

- 10C. Section 551.074 to deliberate the appointment, employment, and evaluation of the City Manager.

**MOTION:** Council Member Plunkett moved to approve the First Amended and Restated Compensation Agreement and Related Severance Agreement as presented in the Executive Session. Council Member Fossler seconded the motion. Motion carried unanimously

- 10D. Section 551.072 to deliberate the purchase, exchange, lease, or value of real property located on Pine Street.

No action was taken on Item 10D.

**12. ADJOURNMENT**

Upon receiving a motion duly made and seconded to adjourn, the August 26<sup>th</sup> Regular Meeting was adjourned at 8:56 p.m.

**CITY OF BASTROP, TEXAS**

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

**ATTEST:**

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

DRAFT



# STAFF REPORT

**MEETING DATE:** September 9, 2025

**TITLE:**

Consider and act on Resolution No. R-2025-154 in support of addressing food insecurity and strengthening local food pantries.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Michael Muscarello, City Secretary

**BACKGROUND/HISTORY:**

Food insecurity continues to be a pressing issue in Bastrop County, impacting seniors, veterans, families with children, and residents experiencing economic hardship. According to recent data, 11.5% of Bastrop County residents live below the poverty line, representing more than 1,100 individuals. Children are particularly vulnerable, with nearly 22.5% of those under the age of five living in poverty.

In addition, access to affordable and nutritious food remains a challenge in Bastrop County, where approximately 17.3% of residents lack convenient access to a grocery store. As a result, food pantries, distribution programs, and mutual aid groups serve as critical resources for many households.

The Bastrop County Food Task Force, a coalition of community partners, nonprofits, and public stakeholders, plays a key role in coordinating local hunger relief efforts, promoting sustainable solutions, and advocating for stronger infrastructure to address food insecurity.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of **Resolution No. R-2025-154**, supporting local efforts to combat food insecurity, recognizing September as Hunger Action Month in the City of Bastrop, and commending the contributions of food pantry staff, volunteers, and community partners

**ATTACHMENTS:**

- Proposed Resolution R-2025-154



**RESOLUTION NO. R-2025-154****A RESOLUTION OF THE CITY OF BASTROP, TEXAS, IN SUPPORT OF ADDRESSING FOOD INSECURITY AND STRENGTHENING LOCAL FOOD PANTRIES**

**WHEREAS**, food insecurity—the lack of consistent access to enough food for an active, healthy life—continues to affect hundreds of Bastrop residents, including seniors, veterans, families with children, and individuals facing economic hardship; and

**WHEREAS**, the City of Bastrop has a population of approximately 9,688 residents, with 11.5% living below the poverty line—representing more than 1,100 individuals, including a disproportionately high number of children, nearly 22.5% of whom are under age 5, live in poverty; and

**WHEREAS**, food access remains a significant challenge, with an estimated 17.3% of residents in Bastrop County lacking easy access to a large grocery store, making local food pantries and distribution programs essential lifelines for thousands of residents in and around the City of Bastrop; and

**WHEREAS**, the Bastrop County Food Task Force, a coalition of community partners, nonprofits, and public stakeholders, works to coordinate resources, promote sustainable solutions, and advocate for stronger infrastructure to combat hunger in Bastrop and surrounding communities; and

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

1. The **City of Bastrop recognizes food insecurity as an urgent and growing issue** affecting the well-being of many of its residents and commits to addressing it as a priority for public health, community resilience, and economic development.
2. The City Council **pledges to support and partner with local food pantries**, faith-based organizations, nonprofits, and mutual aid groups to ensure equitable access to nutritious food for all Bastrop residents.
3. The City of Bastrop **commends the efforts of food pantry staff and volunteers**, and encourages local individuals, businesses, and civic groups to contribute time, funds, or resources to support hunger relief initiatives in our community.

4. The City Council **proclaims September as Hunger Action Month** in the City of Bastrop and affirms its support for the Bastrop County Food Task Force and its efforts to coordinate countywide hunger solutions.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop, Texas, this 9<sup>th</sup> day of September, 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:** September 9, 2025

**TITLE:**

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 September 23, 2025, Consent Agenda for the 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 consists 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

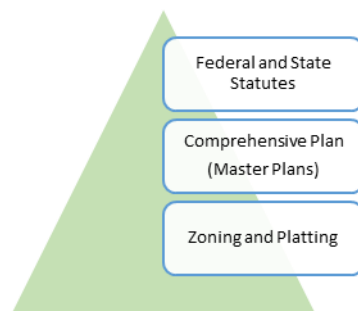
Wastewater and water service (domestic and fire) will be provided by the City of Bastrop via line extensions, exact locations to be determined prior to platting. These lines will be designed according to the City’s construction standards, as well as the Texas Commission on Environmental Quality’s (TCEQ)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

Electric service provided by Bastrop Power and Light.

Gas will be provided by Center Point 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 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 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

### **PLANNING AND ZONING COMMISSION:**

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.

### **RECOMMENDATION:**

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 September 23, 2025, Consent Agenda for the 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

## 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 9<sup>th</sup> day of September 2025.

**READ & ADOPTED** on Second Reading on this the 23<sup>rd</sup> day of September 2025.

**APPROVED:**

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

**ATTEST:**

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

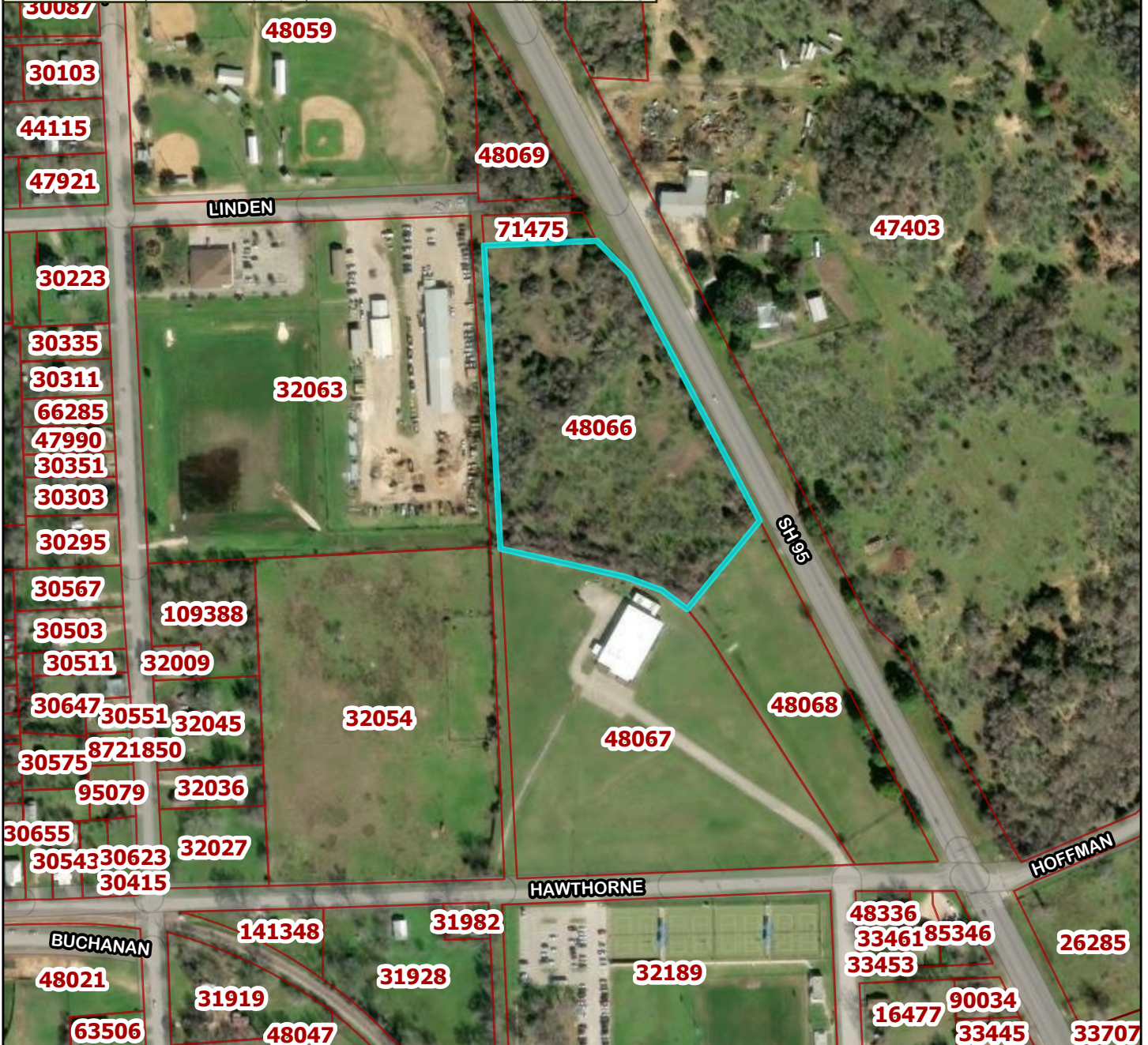
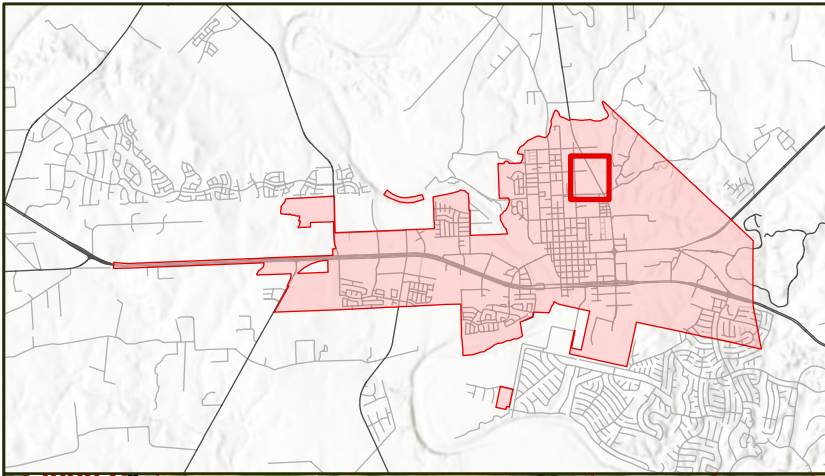
**APPROVED AS TO FORM:**

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



Attachment 1  
Notification Map

# 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, views, 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.

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

## 2.3 Access.

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

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

### **233 Linden Street Improvements (Public Improvement Construction Plans):**

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

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

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

**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
<b>1</b>	25,901.79	20,721.43	80%
<b>2</b>	69,653.44	62,688.10	90%
<b>3</b>	90,293.92	63,205.74	70%
<b>4</b>	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.

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

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

#### **54 Cooperation**

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

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

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

### **ARTICLE VI. MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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



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

**Owner:**

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

**City of Bastrop:**

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

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

*Attachment “A”*

Exhibit A.....Property Legal Description  
Exhibit B .....PD Master Plan & Proposed Lot Subdivision  
Exhibit C .....Architectural Renderings  
Exhibit D.....Warrants  
Exhibit E .....Linden Street Improvements  
Exhibit F.....HWY 95 Improvements  
Exhibit G.....Offsite Wastewater Improvements  
Exhibit H.....Form of Completion Agreement

*[Signatures on following page.]*

**THE UNDERSIGNED PARTIES HEREBY EXECUTE THIS AGREEMENT :**

**CITY OF BASTROP, TEXAS:**

**Iron Realty LLC - Bastrop**

*by:* \_\_\_\_\_,  
\_\_\_\_\_, Mayor

*by:* \_\_\_\_\_  
Dr. Pavan Karnati, Manager

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Date of Execution

**ATTEST:**

**ATTEST:**

*by:* \_\_\_\_\_,  
\_\_\_\_\_, City Secretary

*by:* \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

*by:* \_\_\_\_\_,  
\_\_\_\_\_, Attorney for  
City of Bastrop, Texas

*by:* \_\_\_\_\_  
Dr. Pavan Karnati, Counsel for  
Iron Realty LLC - Bastrop

***ATTACHMENT “A”***

***EXHIBIT “A”***

***PROPERTY LEGAL DESCRIPTION***

Item 9B

OF 7.398 ACRES

LOT 3

STEEL YARD SUBDIVISION

CABINET 2, PAGE 358A

DOCUMENT NO. 202125841

OFFICIAL PUBLIC RECORDS OF  
BASTROP COUNTY, TEXAS

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" (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", 12" (M)
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) THE 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 DEEDS 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  
FIELD CREW: JS/JT  
REVISION #:



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



LONE WOLF  
AND SURVEYING, LLC  
163 Cool Water  
Bastrop, TX 78003 127

718-5868, Firm # [REDACTED]

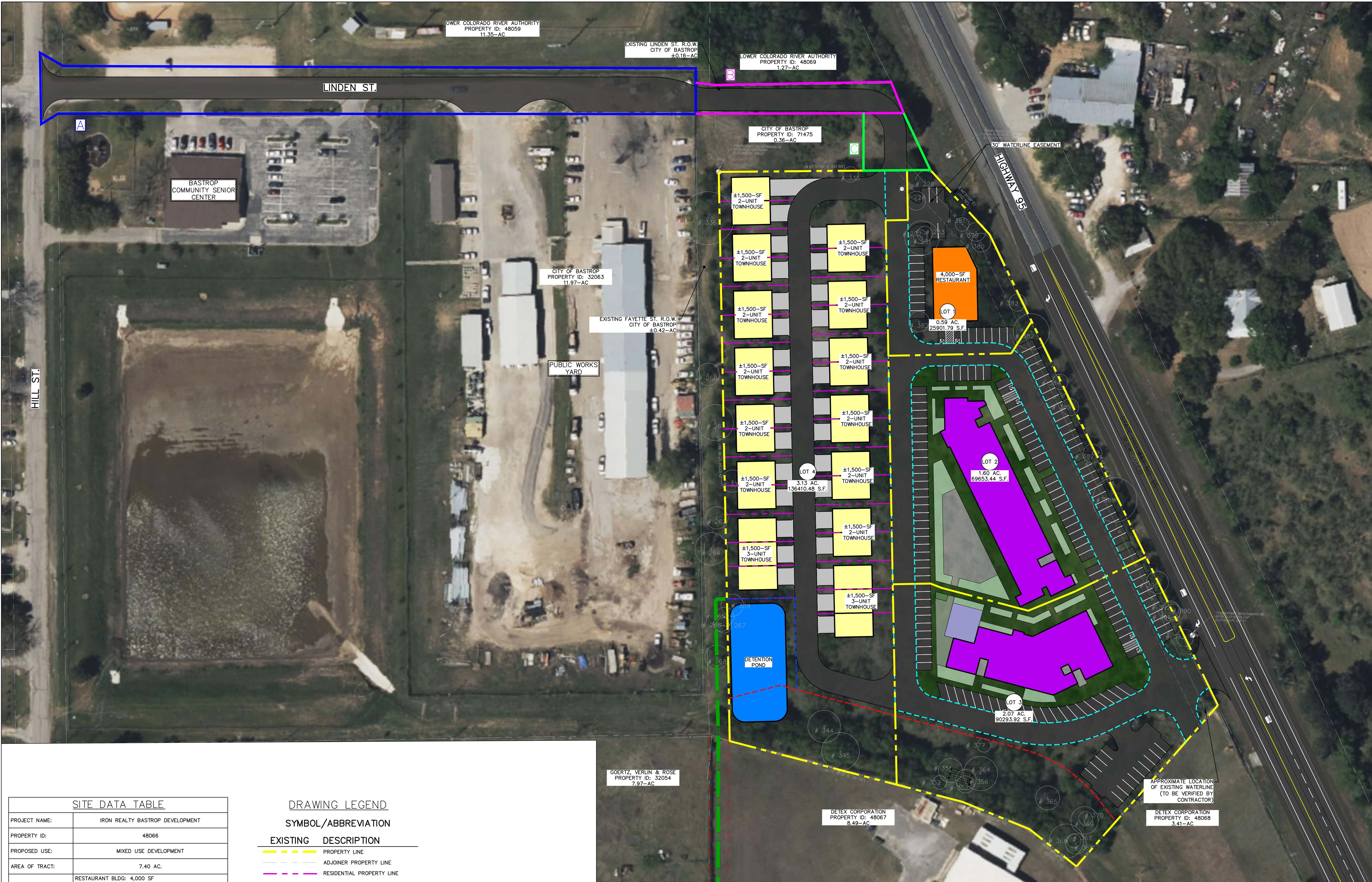
***ATTACHMENT “A”***

***EXHIBIT “B”***

***PD MASTER PLAN & PROPOSED LOT SUBDIVISION***

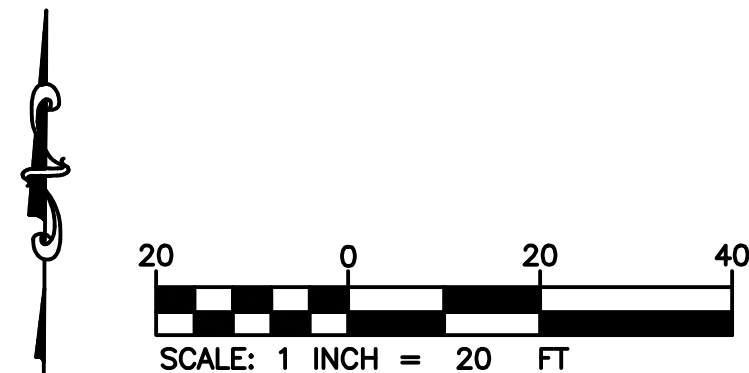


Z:\Shared\Paradise\Paradise Engineers\Projects\2023063 - Iron Realty Bastrop Development\CAD\Exhibits\2026 08 07 Iron Bastrop - Concept Plan.dwg, SITE: August 07, 2026, 4:59 PM, awh



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	
EXISTING	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.

## EXHIBIT B - PD MASTER PLAN

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

REVISIONS	
REVISION	DESCRIPTION
2	3RD DRAFT SUBMITTAL TO CLIENT
3	4TH DRAFT SUBMITTAL TO CLIENT
4	5TH DRAFT SUBMITTAL TO CLIENT - IMPROVEMENTS
5	6TH DRAFT SUBMITTAL TO CLIENT - IMPROVEMENTS
6	7TH DRAFT SUBMITTAL TO CLIENT - IMPROVEMENTS
7	8TH DRAFT SUBMITTAL - PDD

DESIGN	DRAWN	CHKD
SS	SS	MSD
JOB No. 2023063		
SHEET		
1A OF 4		

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERVIEW, 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.





### Crossings @ 95 EOPC - Liden Street Improvements

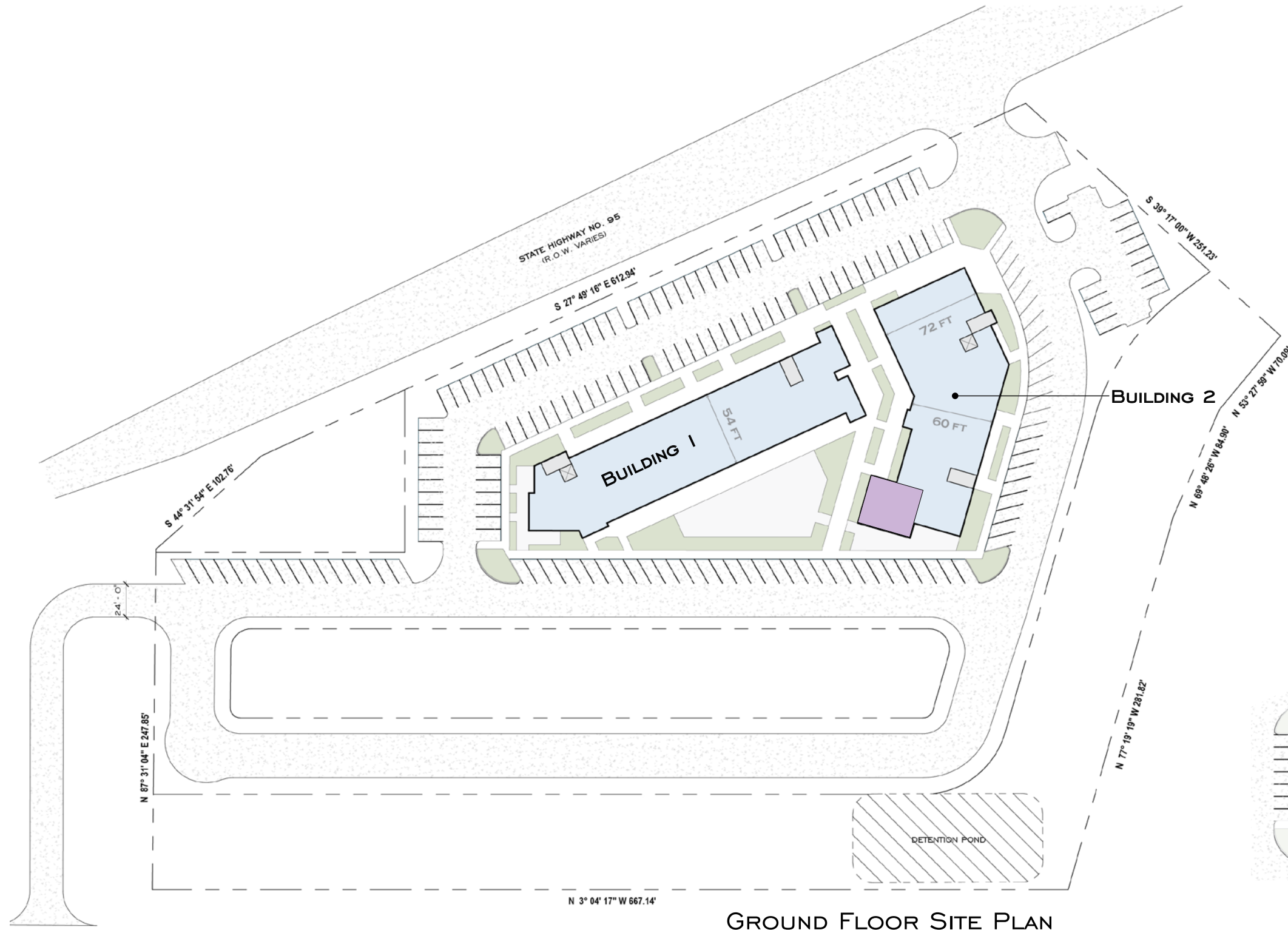
	Category	Description	Quantity	Unit	Unit Cost	Total Cost
Liden Street Improvements	SECTION A +/-800-LF	4" Hot Mix Asphalt (HMA) Type D	711	SY	\$ 42.00	\$ 29,866.67
		8" Crushed Limestone Base	711	SY	\$ 14.00	\$ 9,955.56
		8" Stabilized Subgrade	711	SY	\$ 25.00	\$ 17,777.78
		1/2" Hot Mix Asphalt (HMA) 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.

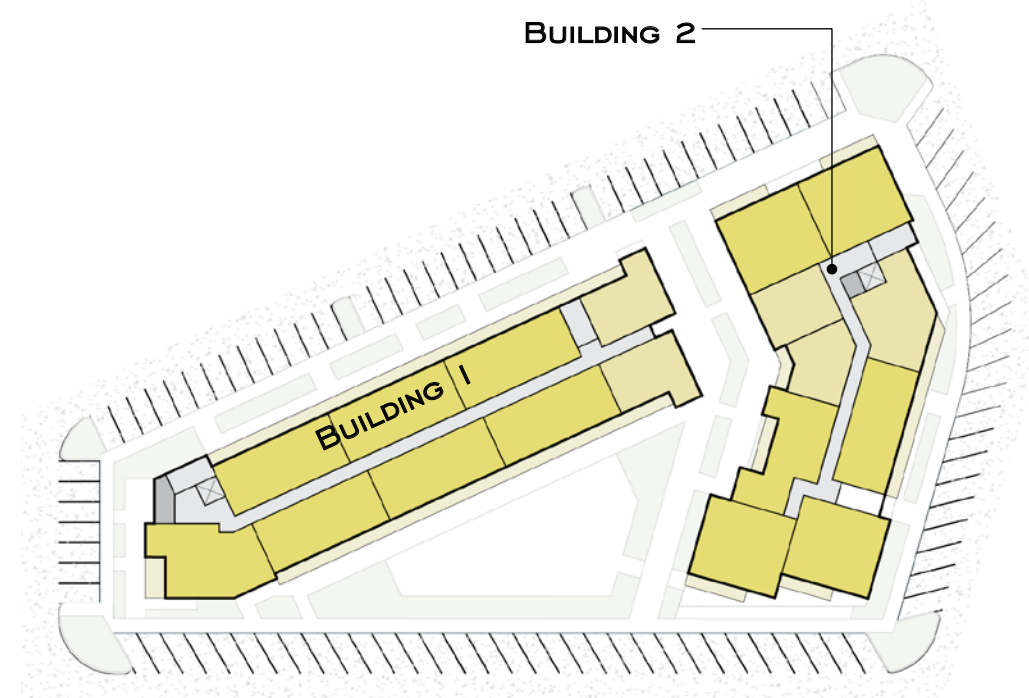
***ATTACHMENT “A”***

***EXHIBIT “C”***

***ARCHITECTURAL RENDERINGS***



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	11,606 SF			8	11,443 SF
CORRIDOR+ STAIR + ELEV.		2,304 SF		CORRIDOR+ STAIR + ELEV.		1,612 SF	
GROSS SF.		13,910 SF		GROSS SF.		13,055 SF	
BALCONIES		2,327 SF		BALCONIES		1,258 SF	
TOTAL AREA PER FLOOR		16,237 SF		TOTAL AREA PER FLOOR		14,313 SF	
RESIDENTIAL:				RESIDENTIAL:			
11,606 SF X 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 X3 BUILDING STORY		41,730 SF		13,055 SF X3 BUILDING STORY		39,165 SF	







View 1 - Program

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





View 2 - Program





# 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
<b>3.2.008 Sidewalks</b>	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).
<b>5.2.002(b)</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.
<b>6.3.003(a)(3)</b>	Building façade to be located within 30' of street corner and parking prohibited in First Layer	Not Required
<b>6.3.005(d) (3)</b>	For Corner Lots, driveways must be located in the Secondary Frontage	Not Required
<b>6.3.005(d) (6)</b>	For lots with more than 80' of frontage, driveway spacing shall be 300'	Not required.
<b>6.3.006(a)</b>	Max. Parking to be based on market and determined by DRC at Site Plan	Not required.
<b>6.3.006(b) (2)</b>	Requires parking to be 1 space per bedroom for multifamily	Parking shall be min. 1.2 spaces per multifamily unit.
<b>6.3.006(b) (2a)</b>	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').
<b>6.3.006(b) (5)</b>	Requires parking to be located in the 2nd or 3rd Layer	Parking shall be allowed to be located in any layer.
<b>6.3.006(b) (8)</b>	Requires all parking to be screened either by buildings or other screening material	Not Required
<b>6.3.006(b) (9)</b>	Prohibits parking to be located within the rear setback	Parking shall be allowed in any rear setback.
<b>6.3.008(d)</b>	Max first floor story of a commercial building cannot exceed 25' from floor to ceiling	Maximum ceiling heights shall be up to 35'.
<b>6.3.009(b)</b>	Building frontage façade must be parallel to the ROW Frontage Line	Not required.
<b>6.5.003</b>	-70 percent max lot coverage; -60% minimum buildout at build-to-line; -Build-to-line is 5-15 ft	Per section 2.5
<b>6.5.003</b>	Building Height (Stories) - Max 3 - Principal Building	The building stories will be per section 1.2
<b>7.1.002(k)</b>	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.
<b>7.5.004</b>	Plazas not permitted in P4 and require a minimum size of ½ acre.	Walkway easement/plazas will be as shown on Exhibit B.



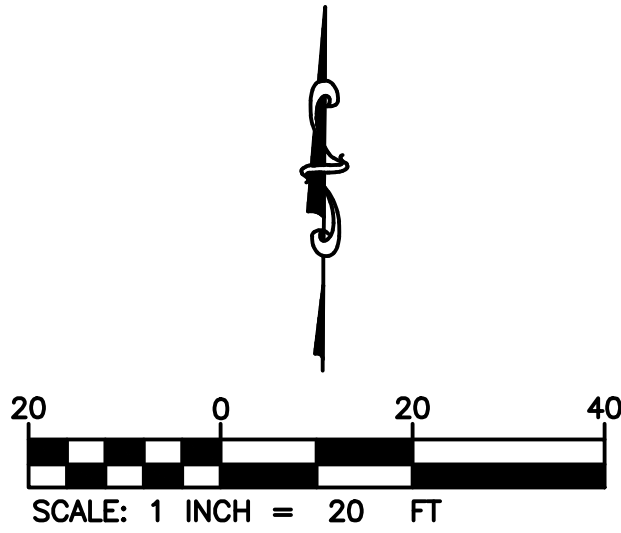
***ATTACHMENT “A”***

***EXHIBIT “E”***

***LINDEN STREET IMPROVEMENTS***



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SEE CONTINUATION BELOW



SEE CONTINUATION ABOVE



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.

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		
2	OF	4

## EXHIBIT E - LINDEN STREET IMPROVEMENTS

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

### REVISIONS

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



Item 9B.

WWW.PARADISE-ENGINEERS.COM

INFO@PARADISE-ENGINEERS.COM

TYPE: FINAL, F-24



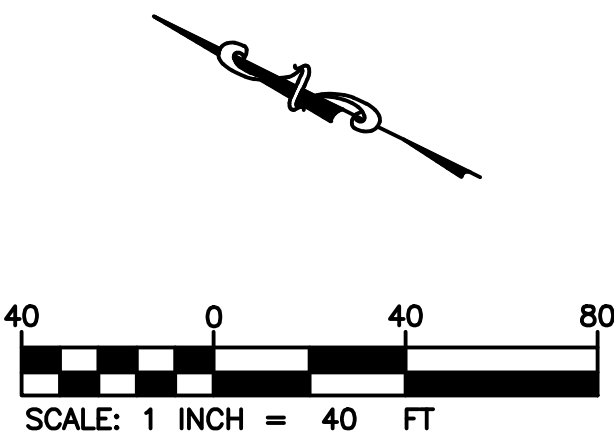
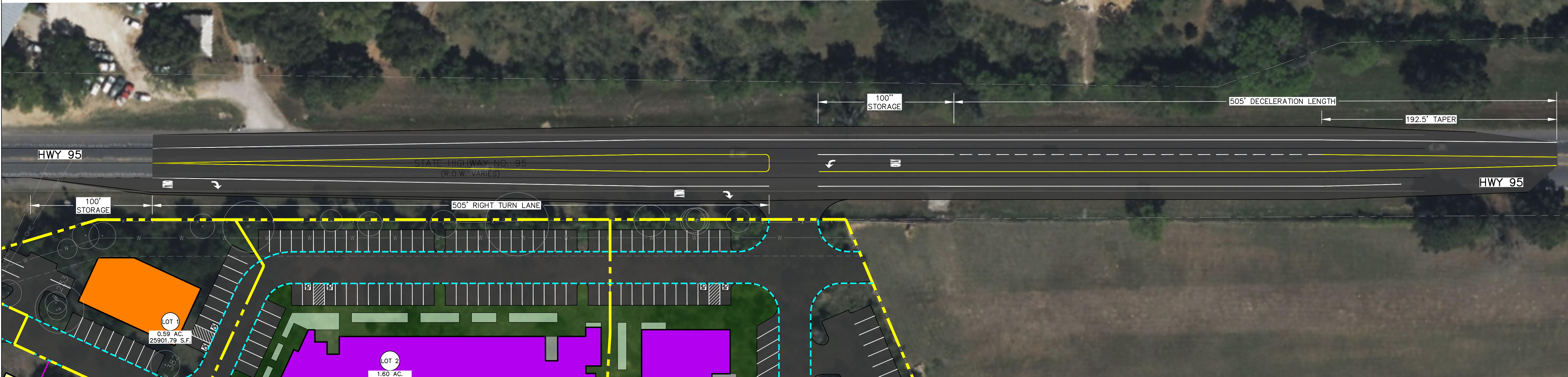
***ATTACHMENT “A”***

***EXHIBIT “F”***

***HWY 95 IMPROVEMENTS***



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DESIGN SS			DRAWN SS			CHKD MSD			JOB No. 2023063			SHEET 3 OF 4			EXHIBIT F - HWY 95 IMPROVEMENTS			CROSSINGS @ 95 PROPERTY ID: 48066 CITY OF BASTROP, TX			REVISIONS		
																					REVISION		DESCRIPTION
															2			3RD DRAFT SUBMITTAL TO CLIENT			JAN 16, 24		
															3			4TH DRAFT SUBMITTAL TO CLIENT			MAR 18, 24		
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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		





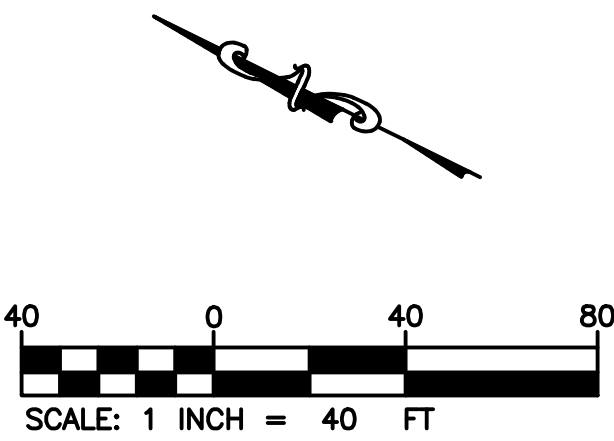
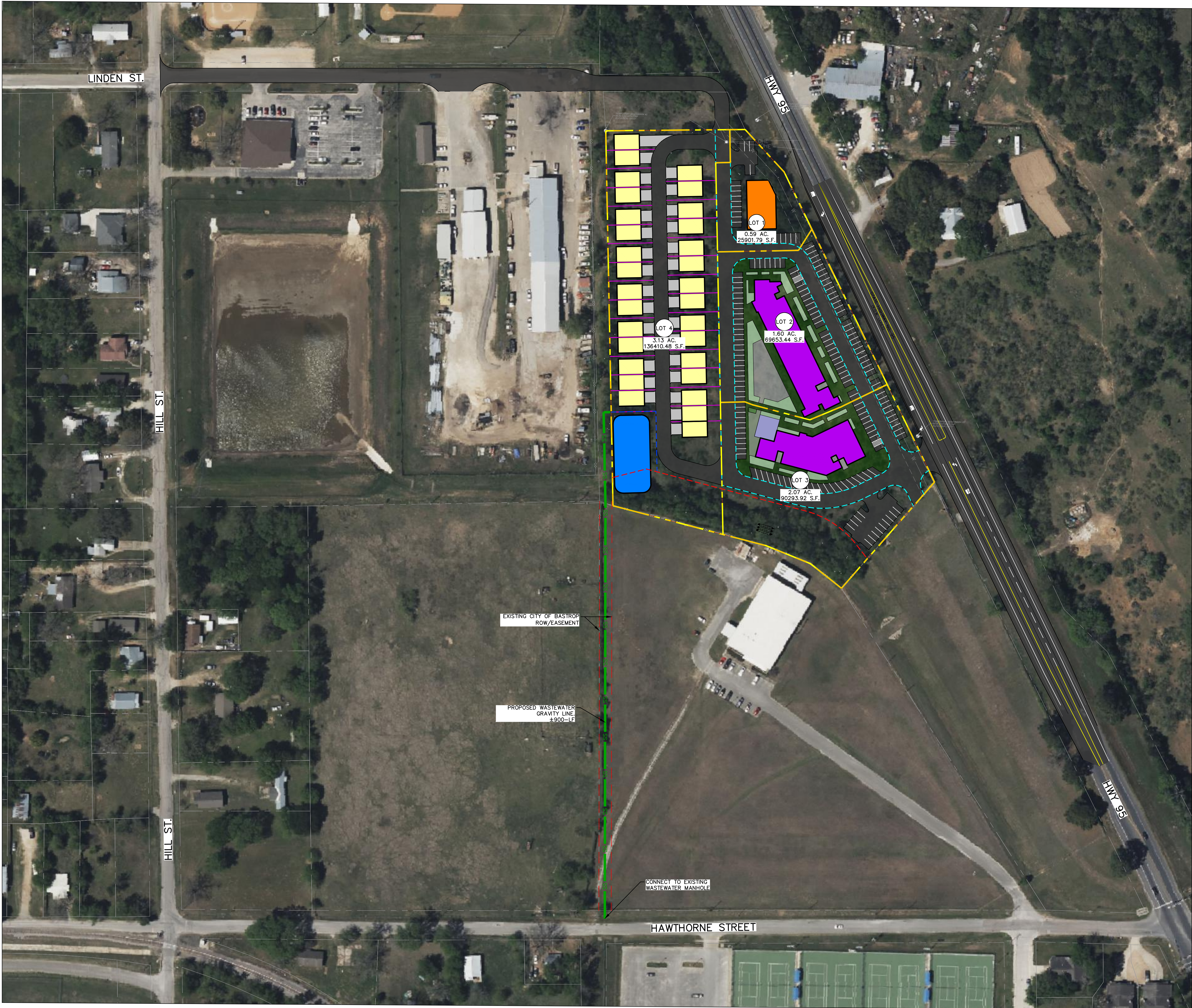
***ATTACHMENT “A”***

***EXHIBIT “G”***

***OFFSITE WASTEWATER LINE IMPROVEMENTS***



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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.

EXHIBIT G - OFFSITE WASTEWATER IMPROVEMENTS

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

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DESIGN	DRAWN	CHKD
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JOB No.	2023063	
SHEET	2 OF 4	

REVISION	DESCRIPTION	DATE
2	3RD DRAFT SUBMITTAL TO CLIENT	JAN 16, 24
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7	8TH DRAFT SUBMITTAL - PDD	AUG 07, 25





***ATTACHMENT “A”***

***EXHIBIT “H”***

***FORM OF COMPLETION AGREEMENT***





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



# STAFF REPORT

**MEETING DATE:** September 9<sup>th</sup>, 2025

**TITLE:**

Consider and act to approve the first reading of Ordinance No. 2025-66 amending the Code of Ordinances, related to Chapter 1.10 Titled "Parks" Article 1.10.002 Titled "Parks Rules" amending the content to allow use by all individuals; and move to include on September 23, 2025, Consent Agenda for second reading.

**AGENDA ITEM SUBMITTED BY:**

Vicky Steffanic, Chief of Police

**BACKGROUND/HISTORY:**

The concession stand at the Splash Pad in Fisherman's Park was developed to provide recreational and entrepreneurial opportunities. Use of this facility is governed by City Code, Article 1.10 PARKS, Section 1.10.002 Park Rules. The Bastrop code currently outlines the following:

"The concession stand at the splash pad located in Fisherman Park shall be available for use by individuals under the age of 17 and for a period of no longer than fourteen (14) consecutive days. Parent or guardian adult supervision is required for use of the concession stand. For reservation of the city concession stand a deposit is required. All other concession stand will be handled through a county permit. All individuals who reserve the concession stands shall comply with chapter 4 of this Code and shall be responsible for payment of all applicable vendor and permitting fees. Use of the concession stand will be on a first come, first served basis. See section A1.10.002 of the fee schedule in appendix A for additional information related to commercial and noncommercial uses and fees."

**FISCAL IMPACT:**

No Fiscal Impact from the City

**RECOMMENDATION:**

Consider and act to approve the first reading of Ordinance No. 2025-66, amending the Code of Ordinances, to expand the allowable use of the concession stand beyond the current youth-only restriction. This interest is driven by the desire to increase public access, promote community engagement, and improve overall activation of the space—particularly during high-traffic seasons and special events when demand for food and beverage services are elevated.

**ATTACHMENTS:**

Exhibit "A" Ordinance showing amendment

**ORDINANCE NO. 2025-66**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS; AMENDING THE CODE OF ORDINANCES, RELATED TO CHAPTER 1 TITLED “PARKS” AMENDING SECTION 1.10.002 TITLED “PARKS RULES”, AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDINGS OF FACT, ENACTMENT, EFFECTIVE DATE, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop (“City”) seeks to promote the public health, safety, morals and general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and,

**WHEREAS**, staff has reviewed Chapter 1.10.002 of the City Code titled Parks Rules. Staff has made recommendations in order to amend the regulations, standards, and procedures and make clarifications, and modifications, as applicable to the chapter; and,

**WHEREAS**, the Parks and Recreation department has reviewed the City Code regarding the concession stand at the Fisherman’s Park splashpad and held discussion with the Parks and Recreation board; 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 amendment reasonable and necessary; and

**WHEREAS**, the City Council deems it in the public’s interest to amend City Ordinance 1.10.002 of “Parks Rules” as provided below

**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: AMENDMENT**

Chapter 1 Article 1.10.002 is hereby amended to read as set forth with the underlines / red being additions, double underlines being moved text, and strikethroughs being deletions.

Concessions ~~stand~~. The concession stand at the splash pad located in Fisherman Park shall be available for use by all individuals ~~under the age of 17~~ and for a period of no longer than fourteen (14) consecutive days. Parent or guardian adult supervision is required for use of the concession stand if the applicant is under the age of 17. For reservation of the city concession stand, a deposit is required. All other concession stand will be handled through a county permit. All individuals who reserve the concession stands shall comply with chapter 4 of this Code and shall be responsible for payment of all applicable vendor and permitting fees. Use of the concession stand will be on a first come, first served basis. See section A1.10.002 of the fee schedule in appendix A for additional information related to commercial and noncommercial uses and fees.

**Section 3: REPEALER** To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this ordinance are hereby repealed to the extent of such conflict, and the provisions of this ordinance shall be and remain controlling as to the matters regulated, herein.

**Section 4: SEVERABILITY**



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

**Section 5: CODIFICATION** The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

**Section 6: EFFECTIVE DATE**

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

**READ & ACKNOWLEDGED** on the First Reading on this, the 9<sup>th</sup> day of September, 2025.

**READ & APPROVED** on the Second Reading on this, the 23<sup>rd</sup> day of September, 2025.

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
Michael Muscallero, City Secretary

**APPROVED AS TO FORM:**

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





# STAFF REPORT

**MEETING DATE:** September 9, 2025

**TITLE:**

Consider and act on Resolution No. R-2025-152, amending the current City of Bastrop lease agreement with the Lower Colorado River Authority (LCRA) regarding the LCRA tract known as the Steelyard (BY-01) and more particularly described therein, amending the verbiage of the 'purpose'.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Vicky Steffanic, Chief of Police

**BACKGROUND/HISTORY:**

On March 8<sup>th</sup>, 2022, the City of Bastrop (tenant) and the Lower Colorado River Authority (LCRA) (landlord) entered into a lease agreement regarding the use of 20.97 acres of land also known as the Rusty Reynolds Little League complex. The purpose of the amendment is to modify verbiage contained in the current lease agreement under the 'purpose' section and amend the writing with a statement that provides for a broader use.

**FISCAL IMPACT:**

NA

**RECOMMENDATION:** Recommend approval of Resolution No. R2025-152 allowing for an amendment to the current lease agreement.

**ATTACHMENTS:**

1. Resolution No. R-2025-152
2. Copy of the current lease
3. Copy of the proposed amendment

**RESOLUTION NO. R-2025-152**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS RELATED TO AMENDING THE CURRENT CITY OF BASTROP LEASE AGREEMENT WITH THE LOWER COLORADO RIVER AUTHORITY (LCRA) REGARDING THE TRACT KNOWN AS THE 'STEELYARD' (BY-01) AND MORE PARTICULARLY DESCRIBED THEREIN, AMENDING THE VERBIAGE OF THE 'PURPOSE'. AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop ("Tenant") entered into a lease agreement with the Lower Colorado River Authority (LCRA) 'Landlord' as of March 8<sup>th</sup>, 2022, upon the terms herein described; and

**WHEREAS**, Landlord and Tenant have agreed to amend the Lease, upon the terms and conditions hereinafter described; and

**WHEREAS**, all capitalized terms used but not defined in the Amendment shall have the meanings given to them in the lease; 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 City Manager is hereby authorized to execute all necessary documents.

**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 9<sup>th</sup> day of September, 2025.

**APPROVED:**

---

Ishmael Harris, Mayor

**ATTEST:**

---

Michael Muscarello, City Secretary

**APPROVED AS TO FORM:**

---

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



# LEASE AGREEMENT

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§

 $\mathcal{S}$ 

## SPECIAL CONDITIONS

**DATE: March 8<sup>th</sup>, 2022**

**LANDLORD:** Lower Colorado River Authority, a conservation and reclamation district of the state of Texas, referred to herein as "LCRA"

**TENANT:** City of Bastrop, Texas, referred to herein as "City"

**LEASE:** This Lease consists of Special Conditions, General Conditions, and the Attachments listed on page 2.

**PREMISES:** A 20.97-acre tract of land, more or less, out of the Bastrop Town Tract Four League Grant, A-11 Survey, Bastrop County, Texas, being more specifically described in the field notes and map or plat attached hereto as **Exhibit A** and incorporated herein for all purposes.

**LCRA TRACT NO.:** Bastrop Steelyard (BY-01)

**TERM:** The term of this Lease Agreement shall be ten (10) years commencing on the Commencement Date and terminating on the date that is the 10<sup>th</sup> anniversary of the Commencement Date, unless sooner terminated as provided herein. The Term may be extended for up to two additional five-year periods, but such extension(s) shall require the mutual consent of the City and LCRA.

**COMMENCEMENT DATE:** January 1<sup>st</sup>, 2022

IN CONSIDERATION of the sum of One dollar (\$1.00) and the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LCRA hereby demises to CITY, to administer and maintain as set forth herein and CITY takes in an "as is" condition from LCRA, for the Term and subject to the covenants and conditions herein, the Premises.



**PURPOSE:**

The purpose of this Lease Agreement is to provide for development, the management, maintenance, and use of the premises and facilities by City for ~~the City's Little League program~~ public outdoor recreation, for the use and benefit of the general public.

Miscellaneous.

- a. Except as expressly modified by this Amendment, the Lease shall remain unchanged and shall continue in full force and effect. If there is any conflict between the terms of the Lease and the terms set forth in this Amendment, the terms specifically set out in this Amendment shall control. From and after the Effective Date, all references to "the Lease" or "this Lease" in the Lease shall mean the Lease as modified by this Amendment.
- b. This Amendment may not be changed or modified orally, but only by an agreement in writing signed by the Parties.
- c. This Amendment is governed by and construed in accordance with the laws of the State of Texas, without regard to the conflict of laws provisions of such State.
- d. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement.

**NOTICES:**

All notices pursuant to this Lease Agreement shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail, certified or registered mail, postage prepaid, and shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail.

TO LCRA:  
 Manager, Real Estate Services  
 Lower Colorado River Authority  
 P.O. Box 220  
 Austin, Texas 78767-0220

TO CITY:  
 City Manager  
 P. O. Box 427  
 1311 Chestnut  
 Bastrop, Texas 78602

**ATTACHMENTS TO LEASE AGREEMENT:**

This Lease includes the following attachments which are attached hereto and made a part hereof:

1. GENERAL CONDITIONS

## 2. EXHIBIT A, Legal Description and Map of Premises

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement, in duplicate originals, the day and year first above written.

Landlord:  
Lower Colorado River Authority

TENANT:  
City of Bastrop, Texas

**By: h o o**

Rory ismuke

Senior. Vice President, Enterprise Operations

By: 

Name: PAUL A. HOFMANN

Title: City Manager

## GENERAL CONDITIONS OF LEASE AGREEMENT

### **1.0 LIMITATION OF THE DEMISE**

- 1.1 This Lease Agreement and the rights and privileges granted City in and to the Premises are subject to all covenants, conditions, easements, restrictions, and exceptions of record or apparent.
- 1.2 City understands and agrees that the rights conveyed by this Lease Agreement are surface rights only, and that this Lease Agreement and the Premises are taken subject to the rights of LCRA (as mineral estate owner). LCRA's reservation of mineral rights does not include the right to ingress and egress for mining, drilling, exploring, operating, and developing the Property for oil, gas, and other minerals.

### **2.0 RESERVATIONS TO LCRA**

- 2.1 LCRA reserves the right to go over and across the Premises for the purpose of passing through the Premises to the extent necessary or convenient in the operation of the properties of the LCRA.

### **3.0 UTILITIES, SERVICES, AND TAXES**

- 3.1 City shall construct or cause to be constructed and shall pay for all utilities necessary to serve the Premises.
- 3.2 City agrees to pay for the performance of governmental functions or services in connection with the Premises, including emergency assistance, and shall pay therefor from current revenues available to the City.
- 3.3 All taxes and assessments which become due and payable upon the Premises or City's leasehold interest in the Premises and upon any improvements constructed on the Premises or upon fixtures, equipment, or other property installed or constructed thereon shall be the full responsibility of City, and City shall cause taxes and assessments to be paid promptly and before delinquency.

### **4.0 LICENSES, PERMITS, RESTRICTIONS, COMPLIANCE WITH LAWS**

- 4.1 City shall comply with all federal, state, and local laws, ordinances and regulations in the performance and exercise of all rights, duties, functions, and services on the Premises.

- 4.2 No person may fire or possess any weapon on the Premises except as authorized by State law, including Tex. Parks & Wildlife Code § 62.081. Any observed violation of this law shall be reported to an LCRA Ranger, state game warden or other peace officer. Further, City shall not place, or allow anyone to place, cyanide guns, arsenic, or any other poisons, or mechanical devices, such as traps or snares, to control predators or other forms of wildlife on the Premises without prior written permission of LCRA. City further agrees that no fireworks shall be discharged on or adjacent to the Premises by City, City's invitees, or concessionaires.
- 4.3 City shall not discriminate against anyone on the basis of age, race, religion, color, sex, national origin, or disability in the provision of recreational opportunities on the Premises. Discrimination on the basis of residence, including preferential reservation or membership systems, is prohibited, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence.
- 4.4 It is understood and agreed between LCRA and City, that LCRA is a public agency and that the lands of LCRA are to be open to the public for lawful recreational purposes. City agrees that it will not prevent the public from having use of the Premises for lawful recreational purposes. No charge shall be made by City for such privileges. City may collect from the public fees for use of facilities and improvements on the Premises.
- 4.5 City shall not use or operate nor cause, suffer, or allow the Premises to be used for human habitation.

## **5.0 DEFAULT BY CITY AND REMEDIES**

### **5.1 Events of Default**

Should City default in the performance of any covenant, condition, restriction, or agreement contained in this Lease Agreement or in carrying out its purpose LCRA shall have the option to terminate this Lease Agreement without any notice or demand whatsoever. In the event of termination, the City shall immediately yield and peaceably deliver control of the Premises to LCRA.

## **6.0 CONSTRUCTION OF IMPROVEMENTS BY CITY**

- 6.1 LCRA's Consent. No structures, improvements, or facilities shall be constructed, erected, altered, or made within the Premises without prior written consent of the LCRA.



- 6.2 Signs. City agrees not to construct, maintain, or allow any sign upon the Premises except signs associated with the Little League Program. Signs, banners, flags, etc., that do not meet LCRA standards, may be removed by LCRA. City shall name LCRA and the City as project co-sponsors on all permanent signs or plaques erected on the Premises.
- 6.3 Mechanics Liens. City shall at all times indemnify and hold LCRA harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, and from the cost of defending against such claims, including attorney's fees.
- 6.4 Removal of Lien. In the event a lien is imposed upon the Premises as a result of such construction, repair, alteration, or installation, City shall either:
1. Record a valid Release of Lien in the County Clerk's office wherein such lien is filed;
  - n. deposit in cash with a title company approved by LCRA, within Travis County, Texas, twice the amount of the claim shown on the lien in question, and City hereby authorizes payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to the lien holder claim; or
  - m. Prepare and record a bond in accordance with the laws of the State of Texas which frees the Demised Premises from the claim of the lien and from any action brought to foreclose the lien.

Should City fail to accomplish one of the three optional actions within thirty (30) days after receiving notice from LCRA of the filing of such a lien, such failure shall be an event of default and LCRA may pursue the remedies for default set out herein.

- 6.5 Any and all buildings, improvements and fixtures constructed, placed or maintained on any part of the Premises during the Term shall remain on the Premises and become the property of LCRA upon termination of this Lease.

## 7.0 OPERATION AND MAINTENANCE

- 7.1 City shall, to the satisfaction of LCRA, keep and maintain the Premises and all improvements of any kind which may be erected, installed, or made thereon in a clean, sightly, and safe condition and in substantial repair, reasonable wear and tear excepted. City shall maintain the Premises free of litter, dumping wastes, overgrown vegetation, and other natural or manmade conditions which would diminish the natural qualities of the Premises. Sanitation and sanitary facilities shall be maintained in accordance with applicable health standards. It shall be City's responsibility to take all steps necessary or appropriate to maintain such a standard

of condition and repair. In the event City fails to maintain the Premises to the satisfaction of LCRA, LCRA shall give City written notice of such failure, identifying the items that require maintenance or repair. City shall have 30 days from the date of such notice to perform the required maintenance or repair. If City fails to perform the required maintenance or repair to the satisfaction of LCRA within such 30-day period, LCRA may immediately terminate this Lease by giving written notice to City. In the event of termination, the City shall immediately yield and peaceably deliver control of the Premises to LCRA. LCRA shall have the option, in its sole discretion, to perform the required maintenance or repair, and in the event LCRA performs such work, City shall reimburse LCRA for the expenditures made by LCRA in the performance of such work. Such reimbursement shall be made within 30 days after receipt of an invoice from LCRA. This reimbursement obligation shall survive the termination of this Lease.

- 7.2 City shall not dump or allow dumping of any garbage, trash, or other waste on the Premises. City shall indemnify LCRA for any costs associated with the cleanup of any pollution caused by City's use of Premises.
- 7.3 City shall not cause or promote the erosion of soil or other forms of Non-point Source Pollution (NPS) on the Premises.
- 7.4 City shall, at all times applicable, apply and enforce LCRA's then current Land and Water Use Regulations, available at <https://www.lcra.org/Park/Documents/LCRA-Land-and-Water-Use-Regulations.pdf>, and which may be updated from time to time by LCRA in its sole discretion.. To the extent of any conflict between the Land and Water Use Regulations and the terms of this Lease Agreement, the terms of this Lease Agreement shall control.
- 7.5 City agrees to provide adequate public safety, including police, and fire protection to the Premises at all times, and shall especially guard the Premises from abuse through vandalism or wanton destruction.
- 7.6 The Premises shall be kept open for public use at reasonable hours and times of the year as determined by City.

#### 8.0 INDEMNIFICATION AND INSURANCE

- 8.1 It is agreed that in the use of the Premises, City is acting independently and not as an agent, employee, nor representative of LCRA. City shall indemnify and hold harmless LCRA, its officers, agents, and employees from and against any and all claims, demands, losses, or liabilities of any kind or nature, including but not limited to claims of LCRA's negligence, which LCRA, its officers, agents and employees may sustain or incur or which may be imposed upon them or any of

them for injury to or death of any person (including employees of City), or damage to property (including property of City) as a result, arising out of, or in any manner connected with this Lease Agreement or with the occupancy or use of the Premises by anyone.

- 8.2 Nothing herein shall be deemed in any manner to constitute a waiver of any immunity or affirmative defense which may be asserted by LCRA or the City pursuant to law. Nothing in this Lease Agreement shall be construed to create a cause of action for the benefit of any person not a party to this Lease Agreement, or to create any rights for the benefit of any person not a party to this Lease Agreement not otherwise existing at law.
- 8.3 City shall procure and maintain insurance acceptable to LCRA in full force and effect throughout the term of this Lease at City's sole cost and expense. The policy or policies of insurance shall name LCRA as an additional insured, shall insure both LCRA and City against all claims, demands, or actions arising out of or in connection with City's use or occupancy of the Demised Premises or by the condition of the Demised Premises, and shall, at a minimum, provide the following amounts of coverage in the amounts specified:

**1. Comprehensive General Liability:**

- (a) \$ 500,000 bodily injury, each person
- (b) \$ 1,000,000 bodily injury, each occurrence
- (c) \$ 300,000 property damage; and
- (d) \$ 1,000,000 umbrella coverage

**2. Fire and Extended Coverage:**

Not less than eighty percent (80%) of the cost of replacement of all insurable improvements within the Premises. Water damage and debris cleanup provisions shall be included.

- 8.4 Insurance shall be in force the first day of the term of this Lease and shall continue in force throughout the term of this Lease. Additional fire insurance in the amount stated above shall be in force upon the date of completion of construction or installation of each major insurable improvement by City.
- 8.5 Each policy of insurance shall contain the following clauses:

"IT IS AGREED THAT THE POLICY SHALL NOT BE CANCELED NOR THE COVERAGE REDUCED UNTIL THIRTY (30) DAYS AFTER LCRA'S MANAGER OF REAL ESTATE SERVICES SHALL HAVE RECEIVED WRITTEN NOTICE OF SUCH CANCELLATION OR REDUCTION. THE NOTICE SHALL BE SENT BY CERTIFIED OR REGISTERED MAIL AND SHALL BE DEEMED EFFECTIVE ON THE DATE DELIVERED, AS EVIDENCED BY PROPERLY VALIDATED RECEIPT."

"THE INCLUSION HEREIN OF ANY PERSON OR ENTITY AS AN INSURED SHALL NOT AFFECT ANY RIGHT SUCH PERSON OR ENTITY WOULD HAVE AS A CLAIMANT HEREUNDER IF NOT SO INCLUDED."

- 8.6 City agrees to deposit with LCRA at or before the times at which required to be in effect a copy of the policy or policies necessary to satisfy the insurance provisions of this Lease and to keep such insurance in effect and the policy or policies therefor on deposit with LCRA during the entire term of this Lease.
- 8.7 LCRA and City agree that the amounts of the coverage for the insurance provided for herein shall be reviewed at the expiration of each year during the term of this Lease, and the insurance shall be adjusted in order to maintain insurance with limits at a level then generally prevailing in Travis County, Texas with respect to comparable structures.
- 8.8 The procuring of such required policy or policies of insurance shall not be construed to limit City's liability hereunder nor to fulfill the indemnification provisions and requirements of this Lease.

#### 9.0 ASSIGNING, SUBLETTING, AND SALE

- 9.1 City shall not assign this Lease Agreement or sublet or rent all or any part of the Premises without the prior written approval of the LCRA.

#### 10.0 SUCCESSORS IN INTEREST

- 10.1 Unless otherwise provided in this Lease Agreement, the terms, covenants, and conditions contained herein shall apply to and bind the successors and assigns of the City hereto, all of whom shall be jointly and severally liable hereunder.

#### 11.0 INCORPORATION AND AMENDMENTS



- 11.1 This Lease Agreement sets forth all of the agreements and understanding of the parties concerning the Premises, and any modification or amendment must be written and properly executed by both parties.

Bastrop Town Tract Survey, Abstract No. V  
Bastrop County, Texas

Pago 1 of 3

## EXHIBIT -A"

FIELD NOTE **description** of a 20.97 acre tract of **land**, located in the **Bastrop Town Tract Survey**, Abstract No. 11, and being out of a called 40.7 acre tract of **land**, from O.W. Howard and wife, **Pobblo Howard to Lower Colorado River Authority**, dated June 28<sup>th</sup>, 1962, and recorded in Volume 157, Page 516 of the Deed Records of Bastrop County, Texas, see also **City of Bastrop, Texw to J.V. Ash, Sr., being a portion of all unopened streets which have said 40.7 acre tract, dated March 9<sup>th</sup>, 1959, and recorded in Volume 149, Page 166 of the Deed Records of Bastrop County, Texas.** Said 20.97 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a LCRA brass disc in concrete found (T= State Plane, Central Zone, Grid Coordinates N=10023736.94 US:ft, E=3250873.90 USft) in the **west right-of-way** line of State Highway 95 (**Right-of-Way, width varies**), in the **south right-of-way line of Melquito Street**, for the northeast corner of **said 40.7 acre tract**, and for the **northeast corner of the** herein described tract of land, from which a T= Department of Transportation (TXDOT) Type I Concrete Monument found in the west right-of-way line of **State Highway 95 bears, N 27°49'37" W**, with the **west right-of-way line of said State Highway 95**, a distance of **237.91 feet**;

THENCE, S 27°49'37" E, with the **west right-of-way** line of said State Highway 95 and the east line of said 40.7 acre **tract**, a distance of 1695.44 feet to a **5/8 inch** iron rod with aluminum cap stamped "LCRA" set in the west **right-of-way** line of said State Highway 95, in the south line of **Linden Street**, in the east line of said 40.7 acre tract, for the northeast corner of a called **0.36 acre tract of land from Lower Colorado River Authority to City of Bastrop, Texas**, dated **11/11/1992**, and recorded in Volume 621, Page 612 of the Official Records of **Bastrop County, Texas**, and for the southeast corner of the herein described **tract of land**, from which a TXDOT Type I Concrete Monument found damaged in the **west right-of-way** line of said **State Highway 95**, for an **angle** corner in the east line of said 40.7 acre tract, and for an **angle** corner in the east line of a called **7.397 acre tract of land**, called Lot 3, Steel Yard Subdivision, and recorded in Cabinet 2, Page 358-A of the Plat Records of **Bastrop County, Texas** bears, S 27°49'37" E, with the **west right-of-way** line of said State Highway 95, the east line of said 40.7 acre tract, and the east line of said **0.36 acre tract**, a distance of **66.16 foot** to a 5/8 inch iron rod with aluminum cap found in the **west right-of-way** line of said State Highway 95, for an **angle** corner in the east line of **said 40.7 acre tract**, for the **northeast** corner of said Lot 3, and for the **southeast corner** of said 0.36 acre tract, and S 44°33'21" E, continuing with the **west right-of-way** line of said State Highway 95, the east line of said 40.7 acre tract, and the east line of **said Lot 3**, a distance of 102.58 feet;

THENCE, S 87°29'15" W, leaving the **west right-of-way** line of said State Highway 95 and the east line of said 40.7 acre **tract**, with the **south line of said Linden Street** and the north line of said 0.36 acre tract, and through the **interior** of said 40.7 acre tract, a distance of 220.20 feet to a 5/8 inch iron rod with aluminum cap stamped "LCRA" set in the west line of said 40.7 acre tract, at the southeast intersection of said **Linden Street** and **Fayette Street**, in the north line of said 0.36 acre tract, for the northwest corner of **Farm Lot 31**, and for an **interior** corner in the south line of the herein described tract of land;

THENCE, N 03°04'01" W, with the west line of said 40.7 acre tract and the east line of said **Fayette Street**, a distance of 55.55 feet to a 5/8 inch iron rod with aluminum cap stamped "LCRA" set at the **northeast intersection** of said Linden Street and said **Fayette Street**, for an **interior** corner in the west line of said 40.7 acre tract, for the southwest corner of **Farm Lot 30**, and for an **interior** corner in the **south** line of the herein described tract of land;

THENCE, S 87°29'15" W, with the west line of said 40.7 acre tract and the north line of said **Linden Street**, a distance of 765.35 feet to a LCRA brass disc in concrete found at the northeast intersection of said Linden Street and Hill Street; for an **interior** corner in the west line of said 40.7 acre tract, for the southwest corner of **Farm Lot 25**, and for the **southwest** corner of the herein described tract of land;

THENCE, N 02°31'32" W, with the east line of said Hill Street and the west line of said 40.7 acre tract, a distance of 1477.19 feet to a LCRA brass disc in concrete found at the southeast intersection of said Hill Street and said **Meaquite Street**, for the northwest corner of said 40.7 acre tract, for the northwest corner of **said Farm Lot 26**, and for the **northeast** corner of the herein described tract of land;

\_\_\_\_\_

Exhibit  
Page 2 of 3

Bastrop Town Tract Survey, Abstract No. 11  
Bastrop County, Texas

THENCE, N 87°30'34" E, with the south line of said Mesquite Street to the north line of said 40.7 acre tract, a distance of 261.41 feet to the POINT OF BEGINNING of the herein described tract of land, and containing 20.97 acres of land, more or less.

Bearing Basis: Texas Lambert Grid, Central Zone, NAD 83/2011 Epoch 2010

All distances are surface values; to obtain values multiply surface distances by a Combined Scale Factor of 0.99998309. All distance units are Survey Feet.

The foregoing field notes and plat attached hereto are an accurate representation of a survey made on the ground under my supervision in the months of September through October 2014.

 10/8/14

Garrett L. Thompson  
Registered Professional Land Surveyor #6239



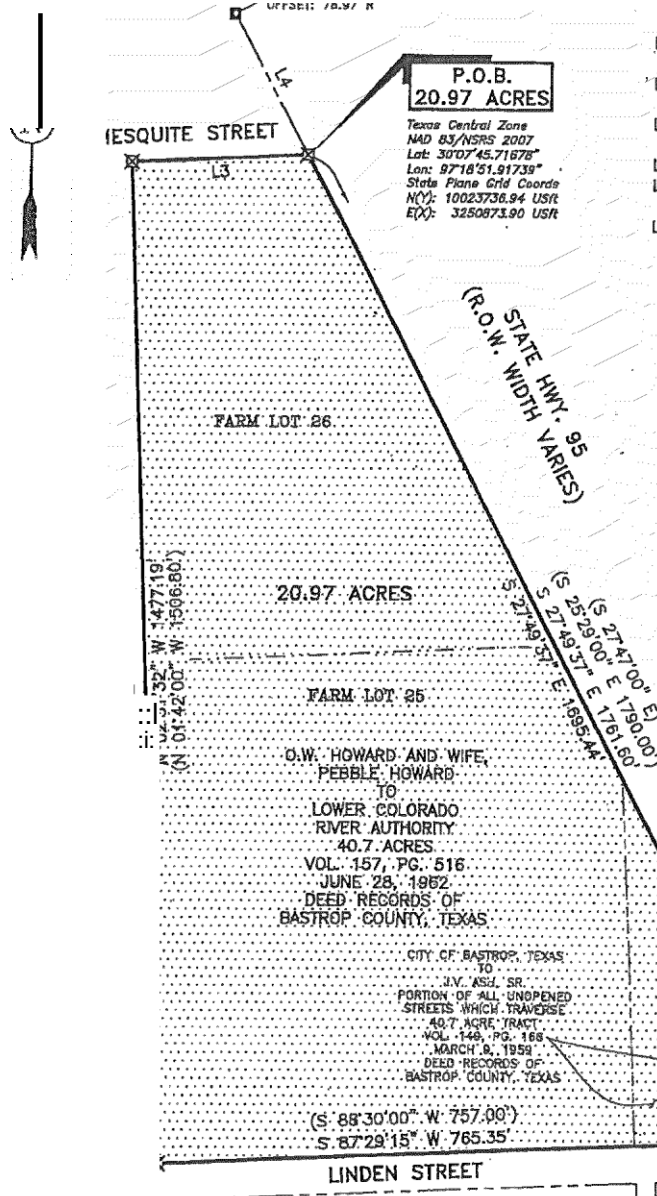
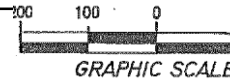


EXHIBIT "

LOWER COLORADO RIVER AUTHORITY

PAGE 3 OF 3

BASTROP, TOWN TRACT SRV.  
ABSTRACT NO. 11  
BASTROP COUNTY, TEXAS



THIS BOUNDARY SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR TITLE COMMITMENT. THERE MAY BE OTHER EASEMENTS, RESTRICTIONS, AND/OR ENCUMBRANCES NOT SHOWN HEREIN, WHICH THESE INSTRUMENTS WERE NOT MADE AWARE, PROVIDED, AND/OR LOCATABLE BY THE LAND SURVEYOR. ORIGINAL PATENT SURVEY LINES SHOWN HEREIN ARE APPROXIMATE.

HORIZONTAL DATUM: NAD83/2011 - EPOCH 2010  
VERTICAL DATUM: NAVD 83 - GEOID12A  
MERIDIAN SCALE FACTOR: 0.99998309  
MEASURING BASIS: TX LAMBERT GRID CENTRAL ZONE  
DISTANCES SHOWN ARE SURFACE VALUES

AD FILE: GBAS053B-0001A.dwg  
ACAD FILE: GBAS053B-0001A.dwg  
WORD FILE: GBAS053B-0001A.doc  
REVISION: --  
SCALE: 1"=200'  
DATE: 10/02/14  
WO NO.: 3218222  
FIELD BOOK: 2014-03A PG. 69  
DRAWN BY: DRM

• PLAT SHOWING A 20.97 ACRE TRACT LAND IN THE TOWN SURVEY  
ABSTRACT No. 11  
BASTROP COUNTY, TEXAS

**LCRA**  
ENERGY • WATER • COMMUNITY SERVICES  
3700 LAKE AUSTIN BLVD. AUSTIN, TX 78703  
(512) 473-3200 www.lcra.org  
TBPUS FIRM# 10132700

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## AMENDMENT NO. 1 TO LEASE AGREEMENT

This AMENDMENT NO. 1 TO LEASE AGREEMENT (this “Amendment”), dated as of the last signature below (for purposes of this Amendment, the “Effective Date”), is entered into between the Lower Colorado River Authority (“Landlord”) and the City of Bastrop, Texas (“Tenant” and together with Landlord, each a “Party” and together, the “Parties”).

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated as of March 8, 2022 (the “Lease”), relating to that certain 20.97-acre tract of land in Bastrop County, Texas, commonly referred to as the “Bastrop Steelyard” as more particularly described therein.

WHEREAS, Landlord and Tenant have agreed to amend the Lease, upon the terms and conditions hereinafter described; and

WHEREAS, all capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Lease.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants, terms, and conditions, set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Lease as of the Effective Date as follows:

1. Purpose. The entire Purpose section in the Special Conditions of the Lease is hereby deleted and replaced with the following:

“The purpose of this Lease Agreement is to provide for the development, management, maintenance, and use of the Premises and facilities by the City for public outdoor recreation, for the use and benefit of the general public.”

2. Miscellaneous.

- a. Except as expressly modified by this Amendment, the Lease shall remain unchanged and shall continue in full force and effect. If there is any conflict between the terms of the Lease and the terms set forth in this Amendment, the terms specifically set out in this Amendment shall control. From and after the Effective Date, all references to “the Lease” or “this Lease” in the Lease shall mean the Lease as modified by this Amendment.
- b. This Amendment may not be changed or modified orally, but only by an agreement in writing signed by the Parties.
- c. This Amendment is governed by and construed in accordance with the laws of the State of Texas, without regard to the conflict of laws provisions of such State.
- d. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement.

*[Signature Page Follows]*

The Parties have caused this Amendment to be executed as of the dates indicated below, and effective as of the Effective Date.

LOWER COLORADO RIVER AUTHORITY

CITY OF BASTROP

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

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

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

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

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

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

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

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







# STAFF REPORT

**MEETING DATE:** September 9, 2025

**TITLE:** Warrant Review for Sendero – Request to Exceed Maximum Lot Coverage in P5 Core

Consider and act on the Resolution No. 2025-156 pertaining to a Warrant request to allow up to 80% lot coverage on 43.8176 acres zoned P5 Core in the Sendero development, in deviation from the 65% maximum lot coverage currently required by the B3 Code.

**AGENDA ITEM SUBMITTED BY:**

Brittany Epling, Senior Planner

**BACKGROUND/HISTORY:**

The Sendero development, located northeast of FM 969 and W SH 71, consists of ten buildable lots: three on the north side zoned P4 Mix (Alta Trails Apartments), and seven on the south side zoned P5 Core under the City's form-based Bastrop Building Block (B3) Code. This Warrant request applies only to the P5 Core-zoned portions, specifically, the seven southern lots that will be developed as commercial.

The Bastrop City Council approved the Zoning Concept Scheme (22-000190 in MyGov) for Sendero, previously known as Project 75 by Pearl River, on September 13, 2022, which included the proposed zoning and preliminary development layout. The Final Drainage Plan was subsequently submitted and approved under MyGov application #23-000013 on August 2, 2023, and was explicitly designed for 80% impervious coverage on the P5 lots—consistent with the B3 Code standards in effect at that time.

On January 28, 2025, the City adopted Ordinance No. 2025-02, which reduced the maximum allowable lot coverage in three Place Types:

- From 60% to 50% in P3 Neighborhood,
- From 70% to 60% in P4 Mix, and
- From 80% to 65% in P5 Core.

These changes were adopted in response to increased concerns about stormwater runoff, drainage capacity, and flood mitigation across Bastrop. While the updated regulations apply citywide, the City has determined—after consulting legal counsel—that lot coverage is not a vested right and must comply with the adopted ordinance, regardless of prior zoning approvals.

As a result, Sendero is required to submit a Warrant to exceed the newly adopted 65% limit and proceed with the original site design for its P5 Core lots. While a new drainage review could be triggered for significantly revised designs, the current layout remains consistent with the previously approved and fully engineered drainage system sized for 80% lot coverage.

The Planning and Zoning Commission held a meeting on August 28, 2025 and heard the recommendation on the warrant request to allow 80% lot coverage on 43.8176 acres zoned P5 Core in the Sendero development, in deviation from the 65% maximum lot coverage currently required by the B3 Code. The motion passed 5 -1.

## **FOCUS AREAS:**

This item supports the City of Bastrop's Focus Areas, including:

*Managing Growth:* Ensures that infill and new development occurs responsibly and efficiently by honoring approved infrastructure plans that already account for impacts to public systems.

*Uniquely Bastrop:* Recognizes that site-specific flexibility is sometimes needed in applying citywide standards and that the B3 Code allows for such deviations where justified by the project context and intent alignment.

## **JUSTIFICATION & ALIGNMENT WITH B3 CODE INTENT:**

The B3 Code's Warrant process is designed to accommodate context-sensitive adjustments where strict compliance may not be appropriate and where the underlying Intents of the Code are still met.

### *1. Fiscal Sustainability*

Requiring a redesign of the drainage system would incur unnecessary costs and delay without offering a meaningful improvement to public health, safety, or welfare. Allowing the Warrant leverages an existing approved system and promotes responsible development investment.

### *2. Geographically Sensitive Development*

Though the updated B3 Code seeks to reduce impervious coverage for long-term resilience, the Sendero development already accounts for 80% impervious surface through an engineered and approved detention plan. This site-specific condition addresses the same concerns that prompted the ordinance change, without the need to re-engineer a functional solution.

### *3. Perpetuation of Authentic Bastrop*

The project contributes to the city's incremental development along a key corridor and reflects the balancing act between modern market feasibility and long-term community goals. The Warrant process ensures that even non-conforming projects still contribute positively to Bastrop's built environment.

Furthermore, the B3 Code explicitly encourages flexibility through Warrants where requests are rooted in sound planning and engineering, and the public interest remains protected.

## **RECOMMENDATION:**

Consider and act on the request for a Warrant to allow up to 80% lot coverage on the P5 Core-zoned lots 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:**

- Resolution No. 2025-156
- Warrant Request Application – Sendero

- Approved Drainage Plan – MyGov #23-000013
- B3 Code Section on Lot Coverage Limits (2023 vs. 2025)
- Zoning Concept Scheme Approval – September 13, 2022
- Excerpt: B3 Code Intent
- Ordinance No. 2025-02 – Adopted January 28, 2025



**RESOLUTION NO. R-2025-156**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A WARRANT TO INCREASE THE MAXIMUM LOT COVERAGE FROM 65% TO 80% ON NINE LOTS ZONED P5 CORE WITHIN THE SENDERO DEVELOPMENT; 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 (B<sup>3</sup>) 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 Sendero development has requested a Warrant to increase the maximum lot coverage from 65% to 80% on nine lots zoned P5 Core, and encompassing 43.8176 acres; and

**WHEREAS,** the Planning and Zoning Commission recommended approval of the warrant request on August 28, 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 B<sup>3</sup> 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 65% to 80% on nine lots zoned P5 Core within the

40 Sendero 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 September, 2025.**

68  
69 [Signature Page Follows]

**THE CITY OF BASTROP, TEXAS:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



July 28, 2025

**Project Description Letter  
With Warrant  
Sendero Phase 1**

The proposed Sendero Development project is located at BCAD property IDs: 8737767, 8737766, 8737765, 8737764, 8737763, 8737762, 8737761, 8737760, and 8737759, northeast of the intersection of HWY 71 access road and FM 969. The associated plat is titled “REPLAT OF LONE STAR STORAGE – SENDERO”. The Sendero Development proposed work includes private roadways within access easements, parking, underground storm sewer system, commercial buildings with associated storm, sanitary and water utilities.

This warrant submittal aims to deviate from the revised ordinance No. 2025-02, adopted on January 28th, 2025, which states the impervious cover to be 65% in P5 Place. We are requesting to increase the impervious cover from 65% to 80% for the Sendero Development. This is in alignment with the approved Preliminary Drainage Plan (“PEARL RIVER BASTROP SUBDIVISION”, approved on 02/17/2023) and Final Drainage Plan (“ALTA BLAKEY PUBLIC PHS 1”, approved on 6/22/2023) produce by Kimley-Horn. The overall development was designed to accommodate 80% impervious area. Sendero will ensure to coordinate with future tenants to maintain a maximum of 80% impervious area for the total development.

Should you have any questions or require additional information, please contact me at 713-337-7465 or via e-mail at [djuarez@ehra.team](mailto:djuarez@ehra.team)

Sincerely,



Darwin Juarez





## B3 Code, 2023 Lot Coverage Requirements

Item 9E.

	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
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

## ORDINANCE 2022-21

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE PEARL RIVER ZONING CONCEPT SCHEME, CHANGING THE ZONING FOR 26.902 ACRES FROM P2 RURAL TO P4 MIX AND 29.718 ACRES TO P5 CORE OUT OF THE NANCY BLAKEY SURVEY, AND ESTABLISHING A CONCEPT PLAN ON 74.974 ACRES, WITH 10% CIVIC SPACE REQUIRED DURING DEVELOPMENT, LOCATED EAST OF FM 969 AND NORTH OF SH 71, WITHIN THE CITY LIMITS OF BASTROP, TEXAS, AS SHOWN IN EXHIBITS A & B, PROVIDING FOR FINDINGS OF FACT, ADOPTION, REPEALER, SEVERABILITY AND ENFORCEMENT, PROPER NOTICE AND MEETING; AND ESTABLISHING AN EFFECTIVE DATE.**

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

**WHEREAS**, on or about June 13, 2022, the applicant, PRC 01 Bastrop, LLC submitted a request for zoning modifications; and,

**WHEREAS**, City Council has reviewed the request for zoning modifications, and finds the request to be reasonable and proper under the circumstances; and,

**WHEREAS**, the City Staff has reviewed the request for zoning modifications, and finds it to be justifiable based upon the Future Land Use Designation for this Property is Industry, which allows for a wide range of commercial and retail uses; and

**WHEREAS**, the 74.974 acres of the Nancy Blakey Survey, Abstract 98 were annexed into the city limits of Bastrop on September 13, 2022, with the default zoning of P2 Rural, as established in the Bastrop Building Block (B<sup>3</sup>) Code, Section 2.3.003 "Zoning Upon Annexation"; and

**WHEREAS**, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City of Bastrop Planning and Zoning Commission (P&Z) on July 28, 2022, which made a unanimous recommendation by a vote of 6-0 for approval of the rezoning request; and

**WHEREAS**, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City Council regarding the requested zoning modification; and

**WHEREAS**, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that are for 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**, after consideration of public input received at the hearing on August 23, 2022, the information provided by the Applicants, and all other information presented, City Council finds that it necessary and proper to enact this Ordinance.

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

**Section 1:** The Property, 26.902 acres out of land out of the Nancy Blakey Survey is rezoned from P2 Rural to P4 Mix and 29.718 acres out of land out of the Nancy Blakey Survey is rezoned from P2 Rural to P5 Core and a Concept Plan is established, requiring the provision of the 10% Civic Space requirement at final plat, either through the dedication of parkland/open space, or through rezoning, located east of FM 969 and north of SH 71, within the City Limits of Bastrop, Texas as more particularly shown on Exhibits A & B.

**Section 2:** The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

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

**Section 4:** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

**Section 5:** The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance. Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

**Section 6:** 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.

**Section 7:** This Ordinance shall be effective immediately upon passage and publication.


**READ & ACKNOWLEDGE** on First Reading on this the 23rd day of August 2022.

**READ & ADOPTED** on Second Reading on this the 13th day of September 2022.


**APPROVED:**

  
Connie B. Schroeder, Mayor

**ATTEST:**

  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

  
Alan Bojorquez, City Attorney  
Rezzin Pullum, Assistant City Attorney



PEARL RIVER

# Entitlements

ANNEXATION & P5 CORE MIXED-USE ZONING

+/- 10%  
Civic Space

PER B3 CODE TO BE IDENTIFIED WHEN  
THE PROPERTY IS PLATTED



Existing Zoning



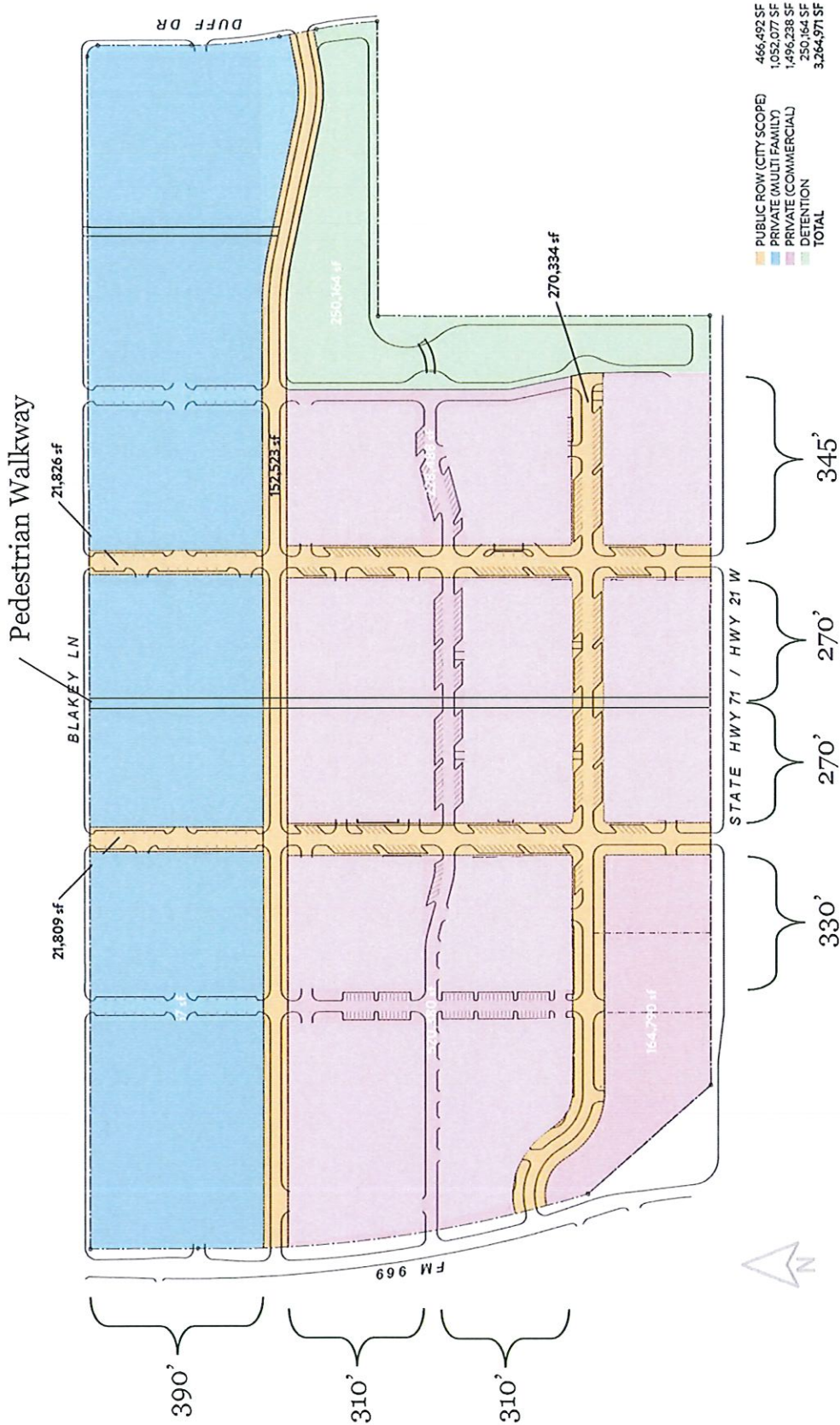
Requested Zoning

PEA

Item 9E.

PEARL RIVER

# Block Dimensions



PEA

Item 9E.



**A METES AND BOUNDS  
DESCRIPTION OF A  
56.620 ACRE TRACT OF LAND**

BEING a 56.620 acre (2,466,385 square feet) tract of land situated in the Nancy Blakey Survey, Abstract 98, Bastrop County, Texas; and being a portion of a tract called "Reserve" on the plat of Lone Star Storage Subdivision, recorded in Cabinet 4, Page 163-A of the Official Public Records of Bastrop County, also being a portion of that certain 74.974 acre tract described in instrument to PRC 01 Bastrop, LLC, recorded in Document No. 202200112 of the Official Public Records of Bastrop County; and being more particularly described by metes and bounds as follows:

COMMENCING, at a "TXDOT" Concrete Monument found marking the southwest corner end of a cutback at the intersection northerly right-of-way line of State Highway 71 (300' right-of-way wide) and the easterly right-of-way line of Farm to Market Road 969 (80' right-of-way wide), and marking the southern-most southwest corner of the herein described tract;

THENCE, in a northwesterly direction along a said Farm to Market Road 969, the following four (4) courses and distances.

1. North 43°37'41" West, 370.98 feet to a "TXDOT" Concrete Monument found for corner;
2. in a northerly direction along a non-tangent curve to the right, having a radius of 2824.79 feet, a chord North 17°41'54" West, 146.68 feet, a central angle of 2°58'32", and an arc length of 146.69 feet to a POINT OF BEGINNING and southwest corner of the herein described tract;
3. in a northerly direction continuing along a tangent curve to the right, having a radius of 2824.79 feet, a chord North 08°36'51" West, 746.83 feet, a central angle of 15°11'33", and an arc length of 749.02 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
4. North 02°26'48" West, 243.14 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE, North 87°41'49" East, 2687.44 feet departing the westerly right-of-way line of said Farm to Market Road 969 and along the southerly line of Blakey Lane "North Road Segment II" recorded in Volume 1799, Page 356 of the Official Public Records of Bastrop County, to a 1/2-inch iron rod with plastic cap stamped "KHA" set marking the northwest end of a right-of-way cutback curve at the intersection with the westerly line of Duff Drive (60' wide right-of-way) recorded in Cabinet 5, Page 145A of the Amended Plat of Lots 1, 2, and 3, Block A, Burleson Crossing;

THENCE, along westerly line of said Duff Drive, the following five (5) courses and distances;

1. in a southeasterly direction along a non-tangent curve to the right, having a radius of 25.00 feet, a chord South 47°18'11" East, 35.36 feet, a central angle of 90°00'54", and an arc length of 39.28 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for a point of curvature;
2. South 02°18'11" East, 211.62 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
3. in a southerly direction along a tangent curve to the left, having a radius of 1030.00 feet, a chord of South 07°52'45" East, 200.16 feet, a central angle of 11°09'07", and an arc length of 200.48 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for point of tangency;
4. South 13°27'19" East, 85.21 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for a point of curvature;
5. in a southerly direction along a tangent curve to the right, having a radius of 970.00 feet, a chord of South 09°19'29" East, 139.73 feet, a central angle of 08°15'40", and an arc length of 139.86 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner marking the northwest corner of Lot 1 of a said Lonestar Storage Subdivision;

THENCE, along the northwest boundary line of said Lot 1, the following two (2) courses and distances;

1. South 87°45'06" West, 663.82 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
2. South 02°14'54" East, 330.32 feet to a point for corner;

THENCE, South 87°45'51" West, 2018.62 feet to the POINT OF BEGINNING, and containing 56.620 acres of land in Bastrop County, Texas. The basis of this description is the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83). All distances are on the Surface and shown in U.S. Survey Feet. The Combined Surface to Grid Scale Factor is 1.0000139976. This description was generated on 8/8/2022 at 5:40 PM, based on geometry in the drawing file K:\SNA\_Survey\069300300-PEARL RVR-BASTROP 75AC\DWG\Exhibits\56.620 AC - Pearl River Bastrop Core.dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas.



**EXHIBIT OF A  
56.620 ACRE  
NANCY BLAKEY SURVEY,  
ABSTRACT NO. 98  
BASTROP COUNTY, TEXAS**

JOHN G. MOSIER  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6330  
601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
greg.mosier@kimley-horn.com

*John G. Mosier*  
8-9-22

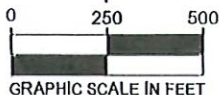
**Kimley»Horn**

10101 Reunion Place, Suite 400  
San Antonio, Texas 78216 FIRM # 10193973

Tel. No. (210) 541-9166  
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DJG	JGM	8/9/2022	069300300	1 OF 1





### CURVE TABLE

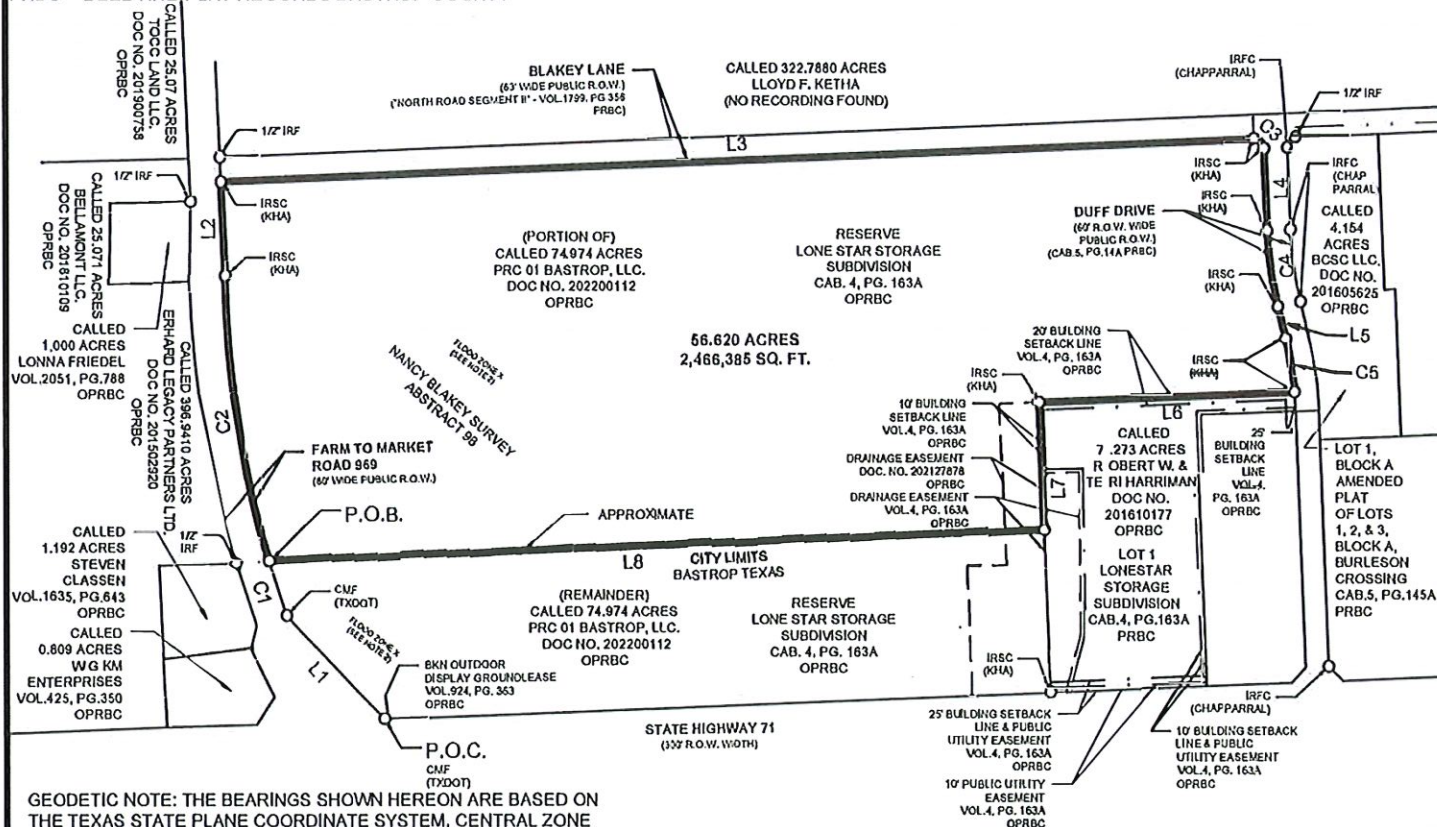
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	2°58'32"	2824.79'	146.69'	N17°41'54"W	146.68'
C2	15°11'33"	2824.79'	749.02'	N08°36'51"W	746.83'
C3	90°00'54"	25.00'	39.28'	S47°18'11"E	35.36'
C4	11°09'07"	1030.00'	200.48'	S07°52'45"E	200.16'
C5	8°15'40"	970.00'	139.86'	S09°19'29"E	139.73'

### LINE TABLE

NO.	BEARING	LENGTH
L1	N43°37'41"W	370.98'
L2	N02°26'48"W	243.14'
L3	N87°41'49"E	2687.44'
L4	S02°18'11"E	211.62'
L5	S13°27'19"E	85.21'
L6	S87°45'06"W	663.82'
L7	S02°14'54"E	330.32'
L8	S87°45'51"W	2018.62'

#### LEGEND:

P.O.C. = POINT OF COMMENCING  
P.O.B. = POINT OF BEGINNING  
IRSC = 1/2" IRON ROD W/ "KHA" CAP SET  
1/2" IRF = IRON ROD FOUND  
1/2" IRFC = IRON ROD FOUND (W/CAP STAMPED "\_\_\_\_")  
CMF = CONCRETE MONUMENT FOUND  
CAB. = CABINET NUMBER  
DOC. = CABINET NUMBER  
PG. = PAGE  
OPRBC = OFFICIAL PUBLIC RECORDS BASTROP COUNTY  
PRBC = DEED AND PLAT RECORDS BASTROP COUNTY



GEODETIC NOTE: THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED GRID TO SURFACE SCALE FACTOR FOR THE PROJECT IS 1.0000139976. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

CERTIFICATION: THIS IS A LEGAL DESCRIPTION BASED ON A FIELD SURVEY BY KIMLEY-HORN PERSONNEL. NO IMPROVEMENTS ARE SHOWN. ALL EXISTING EASEMENTS ARE NOT SHOWN. THIS IS NOT A LAND TITLE SURVEY. SEE THE SEPARATE LAND TITLE SURVEY UNDER JOB NUMBER 069300300 FOR ADDITIONAL INFORMATION.

JOHN G. MOSIER  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6330  
601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
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*John G. Mosier*  
8-9-22

**EXHIBIT OF A**  
**56.620 ACRE**  
**NANCY BLAKEY SURVEY,**  
**ABSTRACT NO. 98**  
**BASTROP COUNTY, TEXAS**

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 500'	DJG	JGM	8/9/2022	069300300	2 OF

### B<sup>3</sup> CODE INTENT

The intent of the Code is to establish the Standards that enable, encourage, and ensure the community achieves:

- ✓ Fiscal Sustainability
- ✓ Geographically Sensitive Developments
- ✓ Perpetuation of Authentic Bastrop

The intent section is organized into three categories, from largest scale to smallest:

1. The City
2. The Neighborhoods
3. The Building Blocks & Buildings



## THE CITY

### THE CITY OF BASTROP WILL:

- ▶ Adopt Standards and processes that result in fiscally sustainable development and promote Incremental development with intentional character by focusing on the intersection of the Public and Private Realms;
- ▶ Retain its natural infrastructure and visual character derived from topography, woodlands, farmlands and waterways;
- ▶ Encourage Infill and redevelopment growth strategies along with new neighborhoods;
- ▶ Facilitate development of Infill properties contiguous to an existing built environment in the pattern of Traditional Neighborhood Development (TND) or Village Center Development (VCD) and be integrated with the existing pattern;
- ▶ Promote development of properties non-contiguous to an existing built environment organized in the pattern of Traditional Neighborhood Development (TND), Cluster Land Development (CLD), or Village Center Development (VCD);
- ▶ Plan and reserve Transportation Corridors in coordination with land development;
- ▶ Define and connect the built environment with trails and greenways; and
- ▶ Create a framework of transit, Pedestrian, and bicycle systems that provide alternatives to the automobile.

## THE NEIGHBORHOOD

### THE CODE PROMOTES:

- ▶ Complete neighborhood developments, not Residential subdivisions;
- ▶ Choosing Traditional Neighborhood Development as the preferred development pattern where the natural landscape allows;
- ▶ Developing along the frontage of the Colorado River, using the natural topography as a public amenity;
- ▶ Allowing independence to those who do not drive by having ordinary activities of daily living within walking distance of most dwellings;
- ▶ Interconnecting networks of Streets designed to disperse traffic and reduce the length of automobile trips;
- ▶ Building and maintaining a range of housing types and price levels within neighborhoods to accommodate diverse ages and incomes;
- ▶ Mixing Civic, institutional, and commercial activities, not isolating them in remote single-use complexes;
- ▶ Enabling children to walk or bike to schools that are sized correctly and located nearby; and,
- ▶ Distributing a range of Civic Spaces including parks, squares, plazas, and playgrounds throughout the City.

## THE BUILDING BLOCK AND THE BUILDING

### WITHIN THE CODE:

- ▶ The Building Block scale is key to creating walkable, timeless places that can evolve with shifting trends;
- ▶ Buildings and landscaping contribute to the physical definition of Streets as Civic Spaces;
- ▶ Development adequately accommodates automobiles while respecting the Pedestrian in the Public Frontage;
- ▶ The design of Streets and buildings reinforce safe environments, but not at the expense of accessibility;
- ▶ Architecture and landscape design grow from local climate, topography, history, and building practice;
- ▶ Public gathering places provided as locations that reinforce community identity and ownership;
- ▶ Civic Buildings are distinctive and appropriate to a role more important than the other buildings that constitute the fabric of the City; and,
- ▶ The Preservation and renewal of historic buildings must be facilitated, to affirm the continuity and evolution of the City.

**ORDINANCE NO. 2025-02**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER 14, THE BASTROP BUILDING BLOCK (B3) CODE, ARTICLE 6.5 BUILDING TYPES, SECTION 6.5.003 BUILDING STANDARDS PER PLACE TYPE A. LOT OCCUPATION AS ATTACHED IN EXHIBIT A; 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, and the construction of buildings; and

**WHEREAS,** This amendment seeks to reduce the impervious cover ratio in the P3 to 50% max, P4 to 60% max, and P5 to 65% max, and places the needs of residents above the desire for denser development; and

**WHEREAS,** the City Council find that certain amendments to the aforementioned ordinances are necessary and reasonable to meet changing conditions and are in the best interest of the City.

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

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

**Section 2. Amendment To Bastrop Building Block Code (B3),** Section 6.5.003 of the Bastrop Building Code is hereby amended and shall read in accordance with Exhibit "A", which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any struck-through text shall be deleted from the Code, as shown in each of the attachments.



**Section 3.** Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

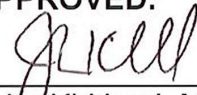
**Section 4.** Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

**Section 5.** Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

**READ & ACKNOWLEDGED** on First Reading on this the 14<sup>th</sup> day of January 2025.

**READ & ADOPTED** on Second Reading on this the 28<sup>th</sup> day of January 2025.


**APPROVED:**

by:   
John Kirkland, Mayor Pro Tem

**ATTEST:**

  
Victoria Psencik, Assistant City Secretary

**APPROVED AS TO FORM:**

  
City Attorney



## Exhibit A

## SEC. 6.5.003 BUILDING STANDARDS PER PLACE TYPE

Place Types		P1	P2	P3	P4	P5
A. LOT OCCUPATION						
	Lot Coverage		40% max	50 60% max	60 70% max	65 80% max



# STAFF REPORT

**MEETING DATE:** September 9, 2025

**TITLE: Warrant Review for Lone Star Storage – Request to Exceed Maximum Lot Coverage in P5 Core**

Consider and act on Resolution No. 2025-157 pertaining to a Warrant request to allow up to 80% lot coverage on a 7.27-acre lot zoned P5 Core, located at the existing Lone Star Storage Complex. The request seeks to deviate from the current 65% maximum lot coverage requirement established by the B3 Code in order to accommodate an expansion that includes two new buildings and additional pavement.

**AGENDA ITEM SUBMITTED BY:**

Brittany Epling, Senior Planner

**BACKGROUND/HISTORY:**

Lone Star Storage is an existing commercial storage facility located adjacent to the Sendero development, northeast of FM 969 and W SH 71. The property is zoned P5 Core under the City's Bastrop Building Block (B3) Code and occupies approximately 7.27 acres. The applicant is requesting a Warrant to allow up to 80% lot coverage to support the expansion of the facility, including the construction of two additional buildings and accompanying paving improvements.

At the time the Sendero development was designed and reviewed, the Lone Star Storage site was incorporated into the Sendero drainage infrastructure. Specifically, all runoff from Lone Star Storage was planned to discharge into the Sendero detention pond, and the drainage system was engineered, reviewed, and approved to accommodate impervious coverage of up to 80% from both developments. This was reflected in the Final Drainage Plan, approved under MyGov application #23-000013 on August 2, 2023.

On January 28, 2025, the City adopted Ordinance No. 2025-02, which reduced the maximum allowable lot coverage in three Place Types:

- From 60% to 50% in P3 Neighborhood,
- From 70% to 60% in P4 Mix, and
- From 80% to 65% in P5 Core.

Although Lone Star's drainage was approved and built under the earlier standard, lot coverage is not considered a vested right, and any expansion must comply with current B3 Code requirements or receive a Warrant. As such, the applicant is seeking a Warrant to allow for continued development under the original drainage assumptions without revising the stormwater infrastructure.

The Planning and Zoning Commission held a meeting on August 28, 2025 and heard the recommendation on the warrant request to allow up to 80% lot coverage on a 7.27-acre lot zoned P5 Core, located at the existing Lone Star Storage Complex. The request seeks to deviate from

the current 65% maximum lot coverage requirement established by the B3 Code in order to accommodate an expansion that includes two new buildings and additional pavement. The motion passed 5 -1.

### **FOCUS AREAS:**

The request supports the following City of Bastrop Focus Areas:

*Managing Growth* – The request allows for development that leverages previously approved and constructed infrastructure, avoiding redundant engineering costs and unnecessary delays while maintaining public safety.

*Uniquely Bastrop* – By applying the Warrant process, the City demonstrates flexibility and context-based planning while upholding the goals of the B3 Code through intentional, site-specific review.

### **JUSTIFICATION & ALIGNMENT WITH B3 CODE INTENT:**

While the proposed expansion does not strictly conform to the B3 Code's updated P5 Core standard of 65% lot coverage, the Warrant process is a built-in mechanism designed to accommodate practical deviations where context, prior approvals, and public interest justify such relief.

This Warrant request aligns with the Intents of the B3 Code in the following ways:

#### *1. Fiscal Sustainability*

The drainage system serving both Lone Star Storage and Sendero was reviewed and constructed under previously approved assumptions. Requiring reengineering or a redesign of the detention system to accommodate a reduced lot coverage would incur unnecessary cost to both the applicant and City resources, with no additional public benefit.

#### *2. Geographically Sensitive Development*

While the updated Code promotes reduced impervious coverage for long-term flood resilience, this site's runoff has already been accounted for through a regional pond sized specifically for 80% lot coverage. The Warrant honors the site's existing hydrological context without undermining the environmental goals of the City.

#### *3. Perpetuation of Authentic Bastrop*

Although not a traditional walkable development typology, the B3 Code recognizes that not all projects will mirror historic development patterns. The use of the Warrant process allows this site to expand in a manner that balances modern economic activity with infrastructure compatibility, supporting community needs while preserving previously approved engineering solutions.

Moreover, the Code's intent to support incremental development with intentional character is preserved by ensuring new construction occurs within the bounds of already-planned infrastructure.

### **RECOMMENDATION:**

Consider and take action on a Warrant request to allow up to 80% lot coverage on the 7.27-acre P5 Core-zoned Lone Star Storage site, based on prior drainage approvals and in alignment with the Intent of the B3 Code to support fiscally responsible, geographically sensitive, and context-aware development.

### **ATTACHMENTS:**



1. Resolution No. 2025-157
2. Warrant Request Application – Lone Star Storage
3. Approved Drainage Plan – MyGov #23-000013
4. B3 Code Section on Lot Coverage Limits (2023 vs. 2025)
5. Ordinance No. 2025-02 – Adopted January 28, 2025
6. Excerpt: B3 Code Intent
7. Site Map – Lone Star Storage and Shared Pond Location

**RESOLUTION NO. R-2025-157**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A WARRANT TO INCREASE THE MAXIMUM LOT COVERAGE FROM 65% TO 80% FOR LONE STAR STORAGE COMPLEX; 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 (B<sup>3</sup>) 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 Sendero development has requested a Warrant to increase the maximum lot coverage from 65% to 80% on one 7.27 acre lot, zoned P5 Core; and

**WHEREAS,** the Planning and Zoning Commission recommended approval of the warrant request on August 28, 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 B<sup>3</sup> 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 65% to 80% on the Lone Star Storage site.

**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 September, 2025.**

[Signature Page Follows]

**THE CITY OF BASTROP, TEXAS:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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







July 25, 2025  
SEC No. 111.002B

City of Bastrop  
Engineering Department  
1311 Chestnut Street  
Bastrop, TX 78602

RE: **Lone Star Storage – Phase 2 Expansion**  
Warrant Request for Impervious Cover  
807 State Highway 71 (± 7.27-Acres)  
Bastrop, Bastrop County, Texas

To Whom It May Concern,

On behalf of the ownership team for Lone Star Storage, Southtown Engineering & Consulting, LLC (SEC) is submitting this warrant request to allow an impervious cover of approximately 80% on the above-referenced site. The property is located within a P5 Place Type under the B3 Code, which now limits impervious cover to 65% as of January 2025.

The subject site was previously approved for development as a multi-phase storage facility, and Phase 1 has already been constructed. As part of those prior approvals, a privately constructed regional detention pond was designed and permitted to serve the full build-out of the project at an 80% impervious cover rate. That pond has since been constructed and accepted by the City of Bastrop.

The proposed Phase 2 site plan remains consistent with the original drainage study and vested expectations established under prior development phases. No changes to drainage patterns, site intensity, or public infrastructure demands are proposed. The project will not require any new offsite improvements or upgrades to utilities or stormwater systems.

The requested warrant will allow the project to proceed using already constructed infrastructure, prevent unnecessary redesign and permitting delays, and maintain alignment with the site's originally envisioned layout.

Thank you for your consideration. Please feel free to contact our office at (210) 560-1614 with any questions or if additional documentation is needed.

Sincerely,  
**Southtown Engineering & Consulting LLC**  
Texas Engineering Firm No. F-21723

Amir Namakforoosh, P.E., President



## B3 Code, 2023 Lot Coverage Requirements

Item 9F.

	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
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

**ORDINANCE NO. 2025-02**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER 14, THE BASTROP BUILDING BLOCK (B3) CODE, ARTICLE 6.5 BUILDING TYPES, SECTION 6.5.003 BUILDING STANDARDS PER PLACE TYPE A. LOT OCCUPATION AS ATTACHED IN EXHIBIT A; 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, and the construction of buildings; and

**WHEREAS,** This amendment seeks to reduce the impervious cover ratio in the P3 to 50% max, P4 to 60% max, and P5 to 65% max, and places the needs of residents above the desire for denser development; and

**WHEREAS,** the City Council find that certain amendments to the aforementioned ordinances are necessary and reasonable to meet changing conditions and are in the best interest of the City.

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

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

**Section 2. Amendment To Bastrop Building Block Code (B3),** Section 6.5.003 of the Bastrop Building Code is hereby amended and shall read in accordance with Exhibit "A", which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any struck-through text shall be deleted from the Code, as shown in each of the attachments.



**Section 3.** Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

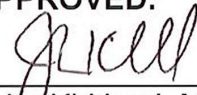
**Section 4.** Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

**Section 5.** Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

**READ & ACKNOWLEDGED** on First Reading on this the 14<sup>th</sup> day of January 2025.

**READ & ADOPTED** on Second Reading on this the 28<sup>th</sup> day of January 2025.

**APPROVED:**

by:   
John Kirkland, Mayor Pro Tem

**ATTEST:**

  
Victoria Psencik, Assistant City Secretary

**APPROVED AS TO FORM:**


  
City Attorney



Exhibit A

SEC. 6.5.003 BUILDING STANDARDS PER PLACE TYPE

Place Types	P1	P2	P3	P4	P5
A. LOT OCCUPATION					
Lot Coverage		40% max	50 60% max	60 70% max	65 80% max

**B<sup>3</sup> CODE INTENT**

The intent of the Code is to establish the Standards that enable, encourage, and ensure the community achieves:

- ✓ Fiscal Sustainability
- ✓ Geographically Sensitive Developments
- ✓ Perpetuation of Authentic Bastrop

The intent section is organized into three categories, from largest scale to smallest:

1. The City
2. The Neighborhoods
3. The Building Blocks & Buildings

## THE CITY

### THE CITY OF BASTROP WILL:

- ▶ Adopt Standards and processes that result in fiscally sustainable development and promote Incremental development with intentional character by focusing on the intersection of the Public and Private Realms;
- ▶ Retain its natural infrastructure and visual character derived from topography, woodlands, farmlands and waterways;
- ▶ Encourage Infill and redevelopment growth strategies along with new neighborhoods;
- ▶ Facilitate development of Infill properties contiguous to an existing built environment in the pattern of Traditional Neighborhood Development (TND) or Village Center Development (VCD) and be integrated with the existing pattern;
- ▶ Promote development of properties non-contiguous to an existing built environment organized in the pattern of Traditional Neighborhood Development (TND), Cluster Land Development (CLD), or Village Center Development (VCD);
- ▶ Plan and reserve Transportation Corridors in coordination with land development;
- ▶ Define and connect the built environment with trails and greenways; and
- ▶ Create a framework of transit, Pedestrian, and bicycle systems that provide alternatives to the automobile.

## THE NEIGHBORHOOD

### THE CODE PROMOTES:

- ▶ Complete neighborhood developments, not Residential subdivisions;
- ▶ Choosing Traditional Neighborhood Development as the preferred development pattern where the natural landscape allows;
- ▶ Developing along the frontage of the Colorado River, using the natural topography as a public amenity;
- ▶ Allowing independence to those who do not drive by having ordinary activities of daily living within walking distance of most dwellings;
- ▶ Interconnecting networks of Streets designed to disperse traffic and reduce the length of automobile trips;
- ▶ Building and maintaining a range of housing types and price levels within neighborhoods to accommodate diverse ages and incomes;
- ▶ Mixing Civic, institutional, and commercial activities, not isolating them in remote single-use complexes;
- ▶ Enabling children to walk or bike to schools that are sized correctly and located nearby; and,
- ▶ Distributing a range of Civic Spaces including parks, squares, plazas, and playgrounds throughout the City.



## THE BUILDING BLOCK AND THE BUILDING

### WITHIN THE CODE:

- ▶ The Building Block scale is key to creating walkable, timeless places that can evolve with shifting trends;
- ▶ Buildings and landscaping contribute to the physical definition of Streets as Civic Spaces;
- ▶ Development adequately accommodates automobiles while respecting the Pedestrian in the Public Frontage;
- ▶ The design of Streets and buildings reinforce safe environments, but not at the expense of accessibility;
- ▶ Architecture and landscape design grow from local climate, topography, history, and building practice;
- ▶ Public gathering places provided as locations that reinforce community identity and ownership;
- ▶ Civic Buildings are distinctive and appropriate to a role more important than the other buildings that constitute the fabric of the City; and,
- ▶ The Preservation and renewal of historic buildings must be facilitated, to affirm the continuity and evolution of the City.





# STAFF REPORT

**MEETING DATE:** September 9<sup>th</sup>, 2025

**TITLE:**

Consider and Act on Ordinance No. 2025-70, establishing 2.195 acres located at 610 Martin Luther King Jr. Drive, Bastrop, Texas, as designated parkland, and move to include on the September 23rd, 2025, Consent Agenda for a second reading.

**AGENDA ITEM SUBMITTED BY:**

Vicky Steffanic, Chief of Police

**BACKGROUND/HISTORY:**

On June 4<sup>th</sup>, 2024, the City of Bastrop purchased 2.195 acres of land at the location of 610 Martin Luther King Jr. Drive the property being out of building block 56, East of Main Street, City of Bastrop, in Bastrop County, Texas and more particularly described in the survey attachment.

This property is located in the Gills Branch tributary which traverses through property. Much of this land is in the flood way and the 100-year flood plain. The intent of establishing this property as parkland is to prevent detrimental development from occurring in this flood plain.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Approve Ordinance No. 2025-70 that authorizes the City Manager to execute all necessary documents to establish the 2.195 acres located at 610 Martin Luther King Jr. Drive, Bastrop, Texas with an official parkland designation, and move to include on the September 23rd, 2025, Consent Agenda for a second reading.

**ATTACHMENTS:**

1. Ordinance No. 2025-70
2. Survey for Building Block 56 – 610 MLK Jr. Drive

**ORDINANCE NO. 2025-70**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ESTABLISHING 2.195 ACRES LOCATED AT 610 MARTIN LUTHER KING JR. DRIVE, BASTROP, TX, (BUILDING BLOCK 56, EAST OF MAIN STREET IN THE CITY OF BASTROP) AS DESIGNATED PARKLAND; AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop owns said property; and

**WHEREAS**, the property is in the Gills Branch Tributary, which traverses through the property; and

**WHEREAS**, the land is in the flood way and the 100-year flood plain; and

**WHEREAS**, the City of Bastrop recognizes the value of green space used as parkland.

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

**Section 1.** All 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 Ordinance as if copied in their entirety.

**Section 2.** The City Manager is hereby authorized to execute all necessary documents, designating said property as parkland.

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

**Section 4.** Should any portion or part of this Ordinance be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

**Section 5.** The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance 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.

**Section 6.** This Ordinance shall take effect immediately from and after its passage, and it is duly resolved.

**Section 7.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was conducted in compliance with the Open Meetings Act, Texas Government Code, Chapter 551, as may have been modified by any applicable emergency orders.

**READ and APPROVED on First Reading** on the 9<sup>th</sup> day of September 2025.

**READ and ADOPTED on Second Reading** on the 23rd day of September 2025.

**APPROVED:**

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

**ATTEST:**

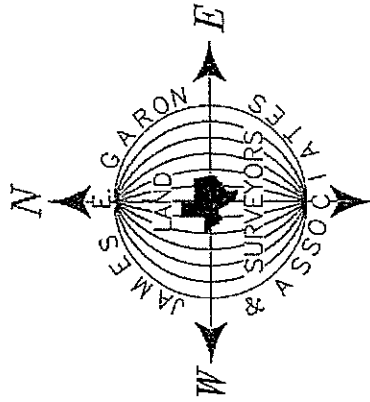
\_\_\_\_\_  
Michael Muscarello, City Secretary

**APPROVED AS TO FORM:**

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



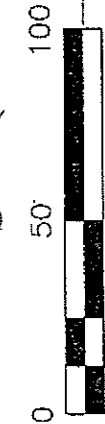




LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 67°52'30" E	63.88'
L2	N 28°38'03" E	28.36'
L3	N 89°48'46" W	28.88'
L4	N 01°39'31" W	22.09'
L5	N 89°41'12" W	85.65'

BUILDING BLOCK 55

AUSTIN STREET (NOT IN USE)



(S 90°00'00" E 192.00')  
S 89°41'04" E 231.91'

8" PIPELINE

REZA PEREZ MARTIN  
DOC #201715165  
(0.243 ACRE)

N 09°56'14" W  
83.66'

PORTION OF B.B. 56  
2.195 ACRES  
SALVADOR REYES  
DOC #201715878  
(1.422 ACRES)

GILLS BRANCH  
49°27'46" E 100.23'

(S 00°00'00" E 180.00')  
N 00°06'03" E 169.77'

(N 90°00'00" E 85.50')  
(S 00°00'00" E 22.00')  
(N 90°00'00" E 30.00')

PATRICK CONNELL  
DOC # 201607394  
(0.242 ACRE)

VIRGINA PIPER &  
CHRISTOPHER GRIEF, LTD PARTNERSHIP  
1724/88  
(0.130 ACRE)

N 89°41'04" W 249.97'  
(N 90°00'00" E 244.00')

EMILE STREET (NOT IN USE)

BUILDING BLOCK 57

TO THE OWNERS, LIENHOLDERS AND TITLE COMPANY

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THE UNDERSIGNED DOES FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED IN ZONE "AE" AND IS WITHIN A 100-YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48021C0220E EFFECTIVE JANUARY 19, 2006.

JAMES E. GARON & ASSOC.  
PROFESSIONAL LAND SURVEYORS  
Firm Reg. #10058400  
P.O. Box 1917  
Bastrop, Texas 78602  
(512) 303-4185  
jgaron@austlnr.com  
www.jamesegaronsurveyors.com

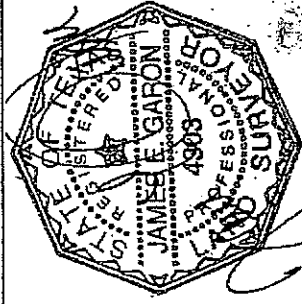
REFERENCE: SALVADOR REYES

ADDRESS: MARTIN LUTHER KING, JR., BASTROP

LEGAL DESCRIPTION: 2.195 ACRES BEING OUT OF AND A PORTION OF BUILDING BLOCK 56, EAST OF MAIN STREET, RECORDED IN PLAT CABINET 1, PAGE 23A, PLAT RECORDS OF BASTROP COUNTY, TEXAS.

FIELD BOOK: B-524/54

FILE: Server\Co\Bastrop\City of Bastrop\Building Blocks\BB EMS 56\84917.dwg



JANUARY 11, 2018