



August 11, 2026

Regular City Council Meeting at 6:30 PM

*****Amended to Add Executive Session and Item 86*****

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

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

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

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

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

3. INVOCATION - Bastrop Police Chaplain

4. PRESENTATIONS

4A. Mayor's Report

4B. Council Members' Report

4C. City Manager's Report

- Employee Recognition

4D. PROCLAMATION - Hispanic Heritage Month

5. WORK SESSIONS/BRIEFINGS

6. STAFF AND BOARD REPORTS

7. CITIZEN COMMENTS

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

8. CONSENT AGENDA

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

8A. Consider and act on the second reading of Ordinance 2026-29 amending the proposed budget of Bond 2026 allocation of \$550,000 for the creation of a golf course reduced to \$50,000 as grant matches for potential golf improvements and reallocated the remaining \$500,000 to the creation of an African American Cultural Center and Freedom Colonies Museum to serve as improvements to Kerr Park located at 1304 Walnut Street.

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

8B. Consider and act on the second reading of Ordinance No. 2026- 30 amending Chapter 14, Section 9.002 Historic Landmark Commission by amending the appointment from Planning and Zoning Commission to be an non-voting ex-officio member, and that members should be residents of the city.

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

8C. Consider and act on Resolution No. R-2026-118, approving an amendment to R-2025-17 Master CCN Transfer Agreement between the City of Bastrop and Aqua Water Supply Corporation for the Valverde Development, as attached in Exhibit A.

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

8D. Consider action to approve Resolution No. R-2026-117 of the City Council of the City of Bastrop, Texas, that approves the City of Bastrop Police Department to apply for a grant from the Texas Department of Transportation (TXDOT) for thirteen thousand, twenty-

seven dollars and zero cents (\$13,027.00) allowing officers to education, enforce and participate in on-going public engagement for a specified mobilization period (such as Christmas, New Years, Spring Break, Independence day and Labor day) regarding Impaired Driver Mobilization in designated high alcohol-related areas, with 15 percent matching funds (fringe benefits) from the City of Bastrop.

Submitted by: Vicky Steffanic, Chief of Police

- [8E.](#) Consider and act on Resolution No. R-2026-91, approving the execution of an Agreement for Automatic Aid Assistance between the City of Bastrop and Bastrop County Emergency Services District No. 1, as attached as Exhibit A.

Submitted by: Andres Rosales, Assistant City Manager

- [8F.](#) Consider and act on the second reading of Resolution No. R-2026-113 of the City Council of the City of Bastrop, Texas, authorizing Bastrop Economic Development Corporation's \$25,000 expenditure for professional services with Career Tracks and giving BEDC's Interim Executive Director signature authority to execute the Professional Services Agreement.

Submitted by: Jill Strube, Ph.D., Business and Community Development Manager (BEDC)

- [8G.](#) Consider and act on Resolution No. R-2026-120 approving a Hotel Occupancy Tax (HOT) sponsorship in an amount not to exceed \$60,000 to support the 2027 SKIFT Women in Leadership Conference at Hyatt Regency Lost Pines Resort & Spa.

Submitted by: Michaela Joyce, Discover Bastrop Director

- [8H.](#) Consider and act to approve the Bastrop City Council minutes from the July 28, 2026 Regular Meeting.

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

9. ITEMS FOR INDIVIDUAL CONSIDERATION

- [9A.](#) Consider and act on the first reading of Ordinance No. 2026-28 establishing rules for connecting private solar panels and other small power-generating systems to the Bastrop Power & Light electric grid; and move to include on the August 25, 2026, Consent Agenda for the second reading.

Submitted by: Andres Rosales, Assistant City Manager

- [9B.](#) Consider action to approve the first reading of Ordinance No. 2026-27, amending the Code of Ordinances, Chapter 12, titled "Traffic and Vehicle," Article 12.06.009 titled "No Parking on Certain Streets" amended to read as described and attached hereto as Exhibit A. Implemented by the Streets and Drainage department.

Submitted by: Vicky Steffanic, Chief of Police

- [9C.](#) Consider and act to approve the first reading of Ordinance No. 2026-31, Amending the code of ordinances, related to Chapter 12 Titled "Traffic and Vehicles" amending article 12.04.007 titled "Other Zone Restrictions" amending the ordinance to remove verbiage

associated with zone restrictions on Alley A, as attached in Exhibit A; and move to include on the August 25th, 2026, Consent Agenda for the second reading.

Submitted by: Vicky Steffanic, Chief of Police

- 9D. Consider action to approve the Resolution R-2026-104 of the City Council of the City of Bastrop, Texas, amending the Code of Ordinances, Chapter 12 Titled "Traffic and Vehicle," Article 12.04.003 Titled "Schedule II: Four Way Stop Signs" allowing for the installation of two stop signs on Settlement Drive (Appx. 100 block) at the intersection of Wagon Wheel, installed by the Streets and Drainage department. And the relocation of the crosswalk on Settlement to align with the proposed 3-way intersection.

Submitted by: Vicky Steffanic, Chief of Police

- 9E. Consider action to approve Resolution R-2026-99 of the City of Bastrop, Texas, authorizing the City Manager to award the Request for Qualifications (RFQ) for Indefinite Delivery Indefinite Quantity (IDIQ) for Engineering Services to the following firms as shown in Exhibit A.

Submitted by: Andres Rosales, Assistant City Manager

10. EXECUTIVE SESSION

- 10A. Closed Session, pursuant to Texas Government Code Section 551.071, to discuss Plaintiff's Settlement Offer, in Cause No. 465-1123; Pecan Street Bastrop, LLC v. City of Bastrop, 465th Judicial District Court, Bastrop County, Texas.

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 and said Notice was posted on the following date and time: August 5, 2026 at 12:30 p.m. and remained posted for at least two hours after said meeting was convened.

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

Proclamation



WHEREAS, the City of Bastrop recognizes the rich history, culture, and enduring contributions of Hispanic Americans whose traditions, values, and achievements have strengthened our community and enriched the fabric of our city; and

WHEREAS, Hispanic families, entrepreneurs, educators, and community leaders have played an essential role in Bastrop's growth by fostering economic development, preserving cultural heritage, and inspiring future generations through service and leadership; and

WHEREAS, the DeLeon family has been an integral part of the Bastrop community for generations, beginning with Amadeo "Mario" DeLeon Sr., who established Mario's Barbershop on Chestnut Street and created a lasting legacy of entrepreneurship, service, and community connection; and

WHEREAS, carrying forward that legacy, Mario DeLeon Jr., owner of Country Cutz Barbershop, has dedicated himself to serving the Bastrop community by providing employment opportunities, mentoring young people, creating a welcoming and positive environment, and encouraging individuals to pursue productive and meaningful careers; and

WHEREAS, through community outreach initiatives, including back-to-school events that provide free haircuts and school supplies, and through the Yolanda DeLeon Grant, which provides barber college scholarships to aspiring professionals, Mario DeLeon Jr. has demonstrated an unwavering commitment to investing in the future of Bastrop and expanding opportunities for others; and

NOW, THEREFORE, I, Ishmael Harris, Mayor of the City of Bastrop, Texas, on behalf of the Bastrop City Council, do hereby proclaim September 15 through October 15, 2026, as

HISPANIC HERITAGE MONTH

in the City of Bastrop, Texas, and encourage all residents to celebrate the history, culture, achievements, and lasting contributions of our Hispanic community while recognizing the outstanding service and leadership of individuals such as Mario DeLeon Jr. and the DeLeon family.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Bastrop to be affixed this 11th day of September 2026.

CITY OF BASTROP, TEXAS

Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary





STAFF REPORT

MEETING DATE: August 11, 2026

TITLE:

Consider and act on the second reading of Ordinance 2026-29 amending the proposed budget of Bond 2026 allocation of \$550,000 for the creation of a golf course reduced to \$50,000 as grant matches for potential golf improvements and reallocated the remaining \$500,000 to the creation of an African American Cultural Center and Freedom Colonies Museum to serve as improvements to Kerr Park located at 1304 Walnut Street.

AGENDA ITEM SUBMITTED BY:

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

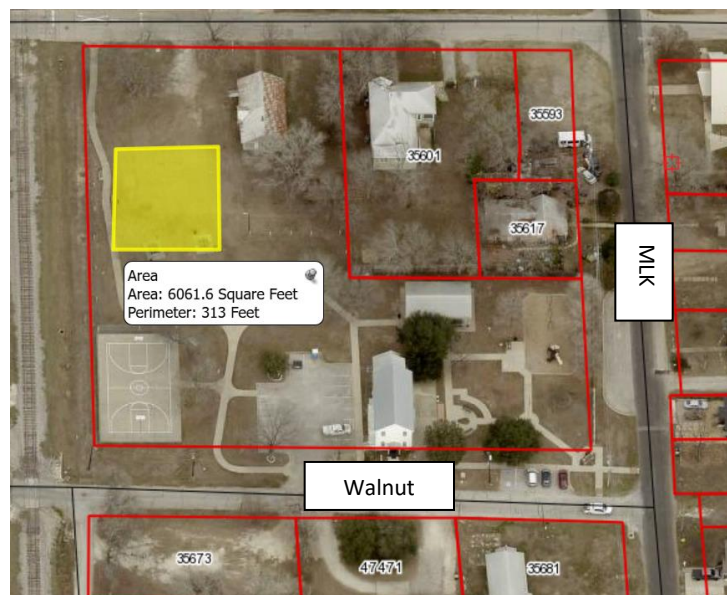
BACKGROUND/HISTORY:

In FY 2025, the city purchased 1311 Walnut St. as a potential site for a new African American Cultural Center and Freedom Colonies Museum that would serve as an important anchor to the South End Cultural District that has been created.

Unfortunately, the structure at 1311 would require far more repair that is economically feasible.

Alternatively, the site may still serve as a parking lot for overflow parking for not only the Kerr, but also the other sites created in the area.

This item requests that of the \$550,000 previously allocated to the golf course, that \$500,000 be moved and allocated to the museum to be located on Kerr Park property located at 1304 Walnut St.



The structure would be approximately 5,000 sq feet and will serve as the home of the Freedom Colonies Museum and also anchor the Cultural Center.

The design is intended to match the existing Kerr Center and look similar to this image:



The porch would open up to the Kerr Center as well as the existing Lula Kerr house which would then create a central open space for shared gathering, events, and park programming for education and other events.

The building is a metal building with a board and baton façade. Price ranges for a turnkey building range from \$75 to \$100 sq ft for a built-out structure.

This allocation would begin the design and bid process. A final determination on cost is forthcoming. The group also understands operations costs will be borne by the group running the museum and the group may or may not receive funds, dependent on the budget. They are committed to fundraising efforts for operations.

FISCAL IMPACT:

Reallocation of \$500,000 from existing proceeds. Net zero impact

RECOMMENDATION:

Approve the reallocation of funds.

ATTACHMENTS:

1. Ordinance 2026-29

ORDINANCE NO. 2026-29

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE 2026 BOND PROGRAM PROJECT ALLOCATIONS TO REALLOCATE FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) PREVIOUSLY DESIGNATED FOR GOLF COURSE DEVELOPMENT TO THE DESIGN AND DEVELOPMENT OF AN AFRICAN AMERICAN CULTURAL CENTER AND FREEDOM COLONIES MUSEUM AT KERR PARK LOCATED AT 1304 WALNUT STREET; RETAINING FIFTY THOUSAND DOLLARS (\$50,000.00) FOR POTENTIAL GOLF COURSE IMPROVEMENT GRANT MATCHES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop approved the 2026 Bond Program, which included an allocation of Five Hundred Fifty Thousand Dollars (\$550,000.00) for the creation of a golf course; and

WHEREAS, during Fiscal Year 2025, the City acquired property located at 1311 Walnut Street as a potential site for an African American Cultural Center and Freedom Colonies Museum to serve as an anchor for the South End Cultural District; and

WHEREAS, subsequent evaluation determined that the existing structure located at 1311 Walnut Street requires repairs that are not economically feasible, making redevelopment of the structure impractical; and

WHEREAS, the City has determined that the adjacent Kerr Park property located at 1304 Walnut Street is a more suitable location for the proposed African American Cultural Center and Freedom Colonies Museum, while the property at 1311 Walnut Street may continue to serve as overflow parking supporting Kerr Park and other South End Cultural District destinations; and

WHEREAS, the proposed facility is anticipated to consist of approximately 5,000 square feet and will serve as the permanent home of the Freedom Colonies Museum while anchoring the African American Cultural Center and supporting educational programming, community events, and cultural activities within Kerr Park; and

WHEREAS, the proposed reallocation of bond proceeds will allow the City to initiate the planning, design, and procurement process for the project, with future construction costs to be determined through the design and bidding process; and

WHEREAS, the organization responsible for operating the museum has acknowledged that operational expenses will be its responsibility and has committed to pursuing fundraising opportunities to support ongoing operations; and

WHEREAS, the City Council finds that reallocating Five Hundred Thousand Dollars (\$500,000.00) from the previously approved golf course project to the African American

Cultural Center and Freedom Colonies Museum project, while retaining Fifty Thousand Dollars (\$50,000.00) for potential golf course improvement grant matching funds, serves a valid public purpose and is in the best interests of the City and its residents; and

WHEREAS, the reallocation of these existing bond proceeds results in no net fiscal impact to the City.

WHEREAS, any residual funds remaining from the Quality of Life Bond upon completion of the projects authorized herein shall be reallocated to the golf course project in an amount not to exceed Fifty Thousand Dollars (\$50,000.00); and

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

SECTION 1. Findings

The recitals contained in this Ordinance are hereby found to be true and correct and are incorporated herein as if fully set forth.

SECTION 2. Bond Project Reallocation

The 2026 Bond Program project allocations are hereby amended as follows:

1. The allocation for the creation of a golf course is reduced from Five Hundred Fifty Thousand Dollars (\$550,000.00) to Fifty Thousand Dollars (\$50,000.00), which shall remain available for grant matching funds for future golf course improvements.
2. The remaining Five Hundred Thousand Dollars (\$500,000.00) is hereby reallocated to the planning, design, engineering, bidding, and development of an African American Cultural Center and Freedom Colonies Museum to be located at Kerr Park, 1304 Walnut Street, Bastrop, Texas.
3. Any residual funds remaining from the Quality of Life Bond following completion of the authorized projects shall be reallocated to the golf course project in an amount not to exceed Fifty Thousand Dollars (\$50,000.00).

SECTION 3. Project Authorization

The City Manager, or her designee, is authorized to take all actions necessary to implement this reallocation, including initiating project planning, design, engineering, procurement, and related professional services consistent with applicable law and the City's purchasing policies.

SECTION 4. Severability

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. Repealer

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

SECTION 6. Effective Date

This Ordinance shall take effect immediately upon its adoption as provided by law.

PASSED, APPROVED, AND ADOPTED on first reading this 28th day of July, 2026.

PASSED, APPROVED, AND ADOPTED on second and final reading this 11th day of August, 2026.

CITY OF BASTROP, TEXAS

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

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





STAFF REPORT

MEETING DATE: August 11, 2026

TITLE:

Consider and act on the second reading of Ordinance No. 2026- 30 amending Chapter 14, Section 9.002 Historic Landmark Commission by amending the appointment from Planning and Zoning Commission to be an non-voting ex-officio member, and that members should be residents of the city.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

This item seeks to remove the “double vote” that is granted to the member of the Planning and Zoning Commission who also sits on the Historic Landmark Commission (HLC). Generally speaking, cases held before the HLC may also be heard at the Planning and Zoning Commission; a double vote is not logical.

Sec. 14.09.002 Historic ~~Preservation~~ Landmark Commission.

A. The Commission shall consist of seven (7) members, residents of the City, to be appointed by the mayor with approval by the City Council as follows; every effort will be made to find professionals who are residents, and meet the criteria below:

- 1) One shall be an architect, city planner, or representative of a design profession;
- 2) One shall be a representative elected by the Bastrop County Historical Society;
- 3) One shall be a licensed real estate professional;
- 4) One shall be an owner of a historic Commercial Structure or property;
- 5) One shall be an owner of an historic Residential Structure or property;
- 6) One shall be a member from the Planning & Zoning Commission; and serve as an ex-officio, non-voting member of this board;
- 7) One shall be a general resident of the City.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve as submitted

ATTACHMENTS:

1. Ordinance 2026-30

ORDINANCE NO. 2026-30

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING CHAPTER 14, ARTICLE 14.09, SECTION 14.09.002 OF THE CITY OF BASTROP CODE OF ORDINANCES, REGARDING THE HISTORIC PRESERVATION LANDMARK COMMISSION; PROVIDING THAT MEMBERS OF THE COMMISSION SHALL BE RESIDENTS OF THE CITY; AMENDING THE APPOINTMENT OF THE PLANNING AND ZONING COMMISSION REPRESENTATIVE TO SERVE AS A NON-VOTING EX OFFICIO MEMBER; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop has established the Historic Preservation Landmark Commission to preserve, protect, and promote the City's historic resources; and

WHEREAS, the City Council finds that matters considered by the Historic Preservation Landmark Commission may subsequently be considered by the Planning and Zoning Commission; and

WHEREAS, the City Council finds that allowing a Planning and Zoning Commissioner to serve as a voting member of the Historic Preservation Landmark Commission may result in duplicative participation in the review process; and

WHEREAS, the City Council further finds it appropriate to clarify that members of the Historic Preservation Landmark Commission shall be residents of the City of Bastrop and that the Planning and Zoning Commission representative shall serve as a non-voting ex officio member; and

WHEREAS, the City Council finds that these amendments serve the public interest and promote good governance.

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

SECTION 1. Amendment.

Chapter 14, Article 14.09, Section 14.09.002(A) of the Code of Ordinances, City of Bastrop, Texas, is hereby amended to read as follows:

Sec. 14.09.002. Historic Preservation Landmark Commission.

A. The Commission shall consist of seven (7) members, **all of whom shall be residents of the City**, to be appointed by the Mayor with approval of the City Council. Every effort shall be made to appoint qualified individuals meeting the following criteria:

1. One (1) shall be an architect, city planner, or representative of a design profession;
2. One (1) shall be a representative elected by the Bastrop County Historical Society;
3. One (1) shall be a licensed real estate professional;
4. One (1) shall be an owner of a historic commercial structure or property;
5. One (1) shall be an owner of a historic residential structure or property;
6. One (1) shall be a member of the Planning and Zoning Commission and shall serve as an **ex officio, non-voting member** of the Historic Preservation Landmark Commission; and
7. One (1) shall be a general resident of the City.

SECTION 2. Savings.

All provisions of the Code of Ordinances not expressly amended by this Ordinance shall remain in full force and effect.

SECTION 3. Severability.

If any section, subsection, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. Codification.

The City Secretary is authorized to codify the amendments adopted by this Ordinance into the Code of Ordinances of the City of Bastrop and to make such non-substantive revisions as are necessary to accomplish codification.

SECTION 5. Repealer.

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

SECTION 6. Effective Date.

This Ordinance shall become effective immediately upon its adoption and publication as required by law.

PASSED AND APPROVED on first reading this 28th day of July, 2026.

PASSED, APPROVED, AND ADOPTED on second reading this 11th day of August, 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

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



ARTICLE 14.09 HISTORIC PRESERVATION ORDINANCE

Sec. 14.09.001 Purpose and Intent.

- A. The City Council declares that the protection, enhancement, and preservation of sites, landmarks, and districts of historical, architectural, and cultural significance is a matter of public policy and essential to promoting the economic, educational, cultural, and general welfare of the community. The City recognizes that its character is shaped by a unique convergence of time, place, and people, resulting in valuable historic and cultural resources that reflect the heritage and identity of its citizens. This article is enacted to:
- 1) Protect and enhance the landmarks, which represent distinctive elements of the City's historic, architectural, and cultural heritage;
 - 2) Foster civic pride in the accomplishments of the past;
 - 3) Protect and enhance the City's attractiveness to visitors, thereby supporting and stimulating the economy;
 - 4) Insure the harmonious, orderly, and efficient growth and Development of the City;
 - 5) Promote economic prosperity and welfare of the community by encouraging the most appropriate use of such property within the City;
 - 6) Encourage stabilization, restoration, and improvements of such properties and their values.

Sec. 14.09.002 Historic Preservation Landmark Commission.

- A. The Commission shall consist of seven (7) members, residents of the City, to be appointed by the mayor with approval by the City Council as follows; every effort will be made to find professionals who are residents, and meet the criteria below:
- 1) One shall be an architect, city planner, or representative of a design profession;
 - 2) One shall be a representative elected by the Bastrop County Historical Society;
 - 3) One shall be a licensed real estate professional;
 - 4) One shall be an owner of a historic Commercial Structure or property;
 - 5) One shall be an owner of an historic Residential Structure or property;
 - 6) One shall be a member from the Planning & Zoning Commission; and serve as an ex-officio, non-voting member of this board;
 - 7) One shall be a general resident of the City.
- B. All Historic Preservation Commission members, regardless of background, shall have a known and demonstrated interest, competence, or knowledge in historic Preservation within the City.
- C. Historic Preservation Commission members shall serve for a term of 3 years, except for the member who is serving on the Historic Preservation Commission as the Planning & Zoning Commission representative, and that member shall serve for a term that is concurrent with that member's Planning & Zoning Commission term or as requested by the City Council.

- D. Attendance requirements for the Historic Preservation Commission members are set forth in Section 1.02.002(b) of the Code of Ordinances.
- E. The commission shall be empowered to:
- 1) Approve or disapprove Certificates of Appropriateness, Demolition or Removal of historic Structures, and economic hardship applications.
 - 2) Conduct surveys and maintain an Inventory of significant historic, architectural, and cultural landmarks.
 - 3) Make recommendations to the City Council and Planning and Zoning Commission on the designation of historic landmarks, Historic Districts, Contributing and non-Contributing Structures.
 - 4) Make recommendations for properties to the National Register of Historic Places.
 - 5) Increase public awareness of the value of historic, cultural, and architectural Preservation by developing and participating in public education programs.
 - 6) To assist the City Council in the adoption of Design Guidelines for the exteriors of historic landmarks, properties located inside of Historic Districts, and Contributing and non- Contributing Structures, to address architectural and general design elements of Structures, including acceptable materials for Construction; appropriate architectural character, scale, and detail; acceptable appurtenances or additions to new or existing Structures; and acceptable textures and ornamentation.
 - 7) Prepare and submit annually to the City Council a report summarizing the work completed during the previous year.
 - 8) To perform any other functions requested by City Council.
- F. The Historic Preservation Commission shall meet at least monthly, if business is at hand. Special meetings may be called at any time by the Chair, or on the written request of any two commission members.



STAFF REPORT

MEETING DATE: August 11, 2026

TITLE:

Consider and act on Resolution No. R-2026-118, approving an amendment to R-2025-17 Master CCN Transfer Agreement between the City of Bastrop and Aqua Water Supply Corporation for the Valverde Development, as attached in Exhibit A.

AGENDA ITEM SUBMITTED BY:

Vivianna Nicole Andres, Assistant to the City Manager

BACKGROUND/HISTORY:

On March 11, 2025, the City of Bastrop executed an amendment to the Master Transfer Agreement between the City of Bastrop and Aqua Water Supply Corporation for the purposes of transferring the Certificate of Convenience and Necessity (CCN) for the Valverde Development to the City of Bastrop.

This amendment to the previously executed agreement seeks to clarify the language for the development project within the agreement by retitling "Phase" to "Section," which is the correct naming structure for the phasing plan of the subsequent portions of Valverde which are pending construction. This clarification will also allow future Staff members to more accurately understand when payments for the pro-rata share of Aqua's 24-inch water line should be remitted.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Take action on Resolution No. R-2026-118, approving an amendment to R-2025-17 Master CCN Transfer Agreement between the City of Bastrop and Aqua Water Supply Corporation for the Valverde Development, as attached in Exhibit A.

ATTACHMENTS:

1. Resolution No. R-2026-118
2. Attachment A – Exhibit "E", Amended Valverde Amendment to the Master CCN Agreement with Aqua WSC

RESOLUTION NO. R-2026-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN AMENDMENT TO R-2025-17, MASTER CCN TRANSFER AGREEMENT AMENDMENT, BETWEEN THE CITY OF BASTROP AND AQUA WATER SUPPLY CORPORATION FOR THE VALVERDE DEVELOPMENT, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDINGS OF FACTS; REPEALER; SEVERABILITY; EFFECTIVE DATE; PROPER NOTICE AND MEETING.

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 Master Agreement (the "Agreement") for establishing basic terms and conditions under which Aqua Water Supply Corporation may consent to transfer specific portions of its retail water Certificate of Convenience and Necessity ("CCN") to the City of Bastrop was made and entered into by and between Aqua Water Supply Corporation ("Aqua") and the City of Bastrop, Texas ("Bastrop"), on the 23rd day of January, 2024; and

WHEREAS, the Agreement established the terms and conditions under which Aqua agreed to transfer specific portions of its retail water Certificate of Convenience and Necessity No. 10294 ("Aqua Water CCN") to Bastrop; and

WHEREAS, on March 11, 2025, the City and Aqua executed the First Amendment to the Master Agreement for the purpose of transferring the applicable portion of Aqua's Water CCN associated with the Valverde Development to the City of Bastrop; and

WHEREAS, the City and Aqua now desire to execute a Second Amendment to the Master Agreement that supersedes and replaces the First Amendment for the Valverde Development; and

WHEREAS, the Second Amendment does not alter the intent of the parties regarding the transfer of the applicable CCN service area but provides administrative clarification that will improve implementation of the Agreement and facilitate future administration of the project; and

WHEREAS, the City Council finds that approval of the Second Amendment is in the best interest of the City of Bastrop and will facilitate the orderly provision of public water service within the Valverde Development.

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.** The City Council hereby approves the Second Amendment to the Master Certificate of Convenience and Necessity (CCN) Transfer Agreement between the City of Bastrop and Aqua Water Supply Corporation for the Valverde Development, attached hereto as Exhibit "A" and incorporated herein by reference.
- Section 4.** The City Manager is hereby authorized to execute the Second Amendment, attached hereto as Exhibit "A".
- Section 3. Repealer:** To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated.
- Section 4. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.
- Section 5. Effective Date:** This Resolution shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, its Code of Ordinances, and the laws of the State of Texas.
- Section 6. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

[Signature to Follow]

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 11th day of August 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

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



EXHIBIT A

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EXHIBIT E**Second Valverde Amendment****Amendment to Master Agreement for each Residential/Commercial Development Subject to Transfer to Bastrop the Aqua Water CCN**Title of Development: VALVERDEConcept Plan ☐Preliminary Plat ☒Replat ☐Short Form Plat ☐Date of Approved Concept Plan or Plat: October 5, 2023.Name and Contact (Developer): Continental Homes of Texas, LP**AMENDMENT TO MASTER AGREEMENT FOR TRANSFER OF CERTAIN WATER CCN SERVICE AREA FROM AQUA WSC TO THE CITY OF BASTROP**

A Master Agreement (the “Agreement”) for establishing basic terms and conditions under which AQUA WATER SUPPLY CORPORATION may consent to transfer specific portions of its retail water CCN to the City of Bastrop was made and entered into by and between Aqua Water Supply Corporation (“Aqua”) and the City of Bastrop, Texas (“Bastrop”), on the 23rd day of February, 2024. Aqua and Bastrop previously executed an amendment to the Agreement effective on March 11, 2025 to address the Valverde Development (“First Amendment”) and this instrument (the “Second Amendment”) supersedes and replaces the First Amendment and amends and supplements the Agreement as follows.

RECITALS

WHEREAS, the Agreement established the terms and conditions under which Aqua agreed to transfer specific portions of its retail water Certificate of Convenience and Necessity (“CCN”) No. 10294 (“Aqua Water CCN”) to Bastrop; and

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WHEREAS, the planned development of Valverde (“Valverde Development”), currently in the Aqua Water CCN has submitted a Concept Plan consisting of approximately 400 acres, which has been approved by the Planning and Zoning Commission for the City of Bastrop; and

WHEREAS, the Valverde Development meets the requirements of the conditions stipulated in the Agreement to be considered for transfer from the Aqua Water CCN to Bastrop; and

WHEREAS, the land under consideration and subject to conveyance is shown in **ATTACHMENT A** to this instrument, and said land is located within the Aqua Water CCN and the Bastrop Wastewater CCN; and

WHEREAS, Chapter 13 of the Texas Water Code and the rules of the Public Utility Commission of Texas (“PUC”) allow for the transfer or assignment of CCN service areas from a water supply corporation to a municipally owned utility; and

WHEREAS, Bastrop has determined that it has sufficient water supplies available to provide water services to specific portion of the Aqua Water CCN proposed to be served by Bastrop and agrees that such availability will be a condition precedent before any CCN may be transferred from the Aqua Water CCN to Bastrop; and

WHEREAS, the transfer of the specific portion of the Aqua Water CCN to Bastrop will further the public purpose of rationalizing the distribution of water services in the region taking into account existing and future needs for additional infrastructure to serve all of Bastrop and its urbanizing areas.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of

EXHIBIT A

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which is hereby acknowledged, Aqua agrees to transfer specific portions of the Aqua Water CCN to Bastrop on the terms and conditions and for the consideration set forth below:

TERMS OF AMENDMENT**SPECIFIC PORTION OF THE AQUA WATER CCN TO BE RELEASED TO BASTROP****A. Definition of Specific Portion of the Aqua Water CCN to be conveyed to Bastrop**

ATTACHMENT A to this Amendment shows a map of the Valverde Development that is covered by this Amendment. The map shows the location of the development in relation to the City limits of Bastrop, the current Water CCN of Bastrop, the parcels included in the development as well as the number of acres that comprise the development.

B. Calculation of compensation

Bastrop and Aqua agree that calculation of the compensation to be paid to Aqua by Bastrop for transfer of the specific portion of the Aqua Water CCN is as follows:

$$\text{Number of acres under development} \times \$8200 = \text{Total Compensation}$$

For the subject development, the actual calculation is as follows:

$$400 \text{ acres} \times \$8,200 = \$3,280,000$$

C. Additional Amounts Owed to Aqua

Bastrop shall pay Aqua the amount of \$1,900,000.00 for the pro-rata share of Aqua's 24 inch water line that was intended to serve the Valverde Development. The pro-rata share imposed on each LUE will be determined by the City of Bastrop based on the number of remaining sectionsphases to be developed.

D. Payment

1. Payment of the amount calculated in Section B above shall be paid to Aqua by Bastrop within ten (10) business days of the approval of this Amendment by the City of Bastrop City Council.
2. Payment of the amount calculated in Section C above shall be paid to Aqua by City of Bastrop and written notice shall be provided by City of Bastrop to Aqua within twenty (20) days of the approval of the building permit referenced in the final plat of each sectionphase of the Valverde Development as follows:

EXHIBIT A

SectionPhase	LUEs (planned)	Calculated Payment for Phase Section (LUEs X \$1,814.71 per LUE)
Phase-Section 4	94 LUEs	\$170,582.74
SectionPhase 5	128 LUEs	\$232,282.88
SectionPhase 6	115 LUEs	\$208,691.65
SectionPhase 7	129 LUEs	\$234,097.59
SectionPhase 8	124 LUEs	\$225,024.04
SectionPhase 9	148 LUEs	\$268,577.08
SectionPhase 10	122 LUEs	\$221,394.62
SectionPhase 11	101 LUEs	\$183,285.71
SectionPhase 12	86 LUEs	\$156,063.69
Total	1047 LUEs	\$1,900,000.00

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*The number of LUEs set for above is an assumed number of LUEs to be constructed per phase section from the developer. The actual number of LUEs per phase section may change as each sectionphase comes online. If the calculated payment for the actual number of LUEs coming online for a particular sectionphase differs from the proposed schedule above, this proposed schedule of LUEs and calculated payments above will not require a formal amendment but may instead be amended administratively so that the calculated payment for that sectionphase is based on the actual number of LUEs coming online for that phasesection; provided, however, that the total payments under Section C of this agreement shall not exceed \$1,900,000.00. If a calculated payment for a sectionphase would result in total payments made under Section C exceeding \$1,900,000.00, the payment shall be capped such that total payments made under Section C equals only \$1,900,000.00. If at the conclusion of all the sectionsphases the total of the payments made under Section C is less than the total Pro-Rata Share amount of \$1,900,000.00, then Bastrop shall pay the remaining balance of the Pro-Rata Share to Aqua within twenty (20) days of the approval of the final building permit referenced in the final plat of the final sectionphase of the Valverde Development.

E. Litigation

The terms and conditions of this Amendment shall be construed under and in accordance with the laws of the State of Texas. All obligations of the parties created under these terms and conditions shall be performable in Bastrop County, Texas. All payments required to be made to Aqua under this Amendment shall be made at Aqua's offices in Bastrop County, Texas. Bastrop County, Texas shall be the exclusive place of venue for any disputes arising under this Agreement.

F. Miscellaneous

Bastrop and Aqua expressly agree that this Amendment is subject to all terms, conditions, covenants, and obligations set forth in the Agreement unless otherwise stated in this Amendment. Bastrop and Aqua agree that the Recitals set forth above are true and correct and incorporated into the terms of this Amendment.

EXHIBIT A**Formatted:** Centered**Formatted:** Font: Bold**G. Replacement of First Amendment**

Aqua and Bastrop previously executed an amendment to the Agreement effective on March 12, 2025 to address the Valverde Development (“First Amendment”), attached hereto as Exhibit B, and this amendment (the “Second Amendment”) supersedes and replaces the First Amendment and amends and supplements the Agreement.

ORIGINAL

EXHIBIT A

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

AQUA**BASTROP**

By: _____
 _____,

By: _____
 _____,

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
 Secretary, Board of Directors

By: _____
 Secretary

Date: _____

Date: _____

EXHIBIT A

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ATTACHMENT A

Map Showing the area of Aqua Water CCN subject to the transfer for Valverde Development

ORIGINAL

EXHIBIT A

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ATTACHMENT B

First Amendment to Agreement Related to Valverde Development
Effective March 12, 2025

ORIGINAL

EXHIBIT E

Second Valverde Amendment

Amendment to Master Agreement for each Residential/Commercial Development Subject to Transfer to Bastrop the Aqua Water CCN

Title of Development: VALVERDE

Concept Plan ☐

Preliminary Plat ☒

Replat ☐

Short Form Plat ☐

Date of Approved Concept Plan or Plat: October 5, 2023.

Name and Contact (Developer): Continental Homes of Texas, LP

AMENDMENT TO MASTER AGREEMENT FOR TRANSFER OF CERTAIN WATER CCN SERVICE AREA FROM AQUA WSC TO THE CITY OF BASTROP

A Master Agreement (the “Agreement”) for establishing basic terms and conditions under which AQUA WATER SUPPLY CORPORATION may consent to transfer specific portions of its retail water CCN to the City of Bastrop was made and entered into by and between Aqua Water Supply Corporation (“Aqua”) and the City of Bastrop, Texas (“Bastrop”), on the 23rd day of February, 2024. Aqua and Bastrop previously executed an amendment to the Agreement effective on March 11, 2025 to address the Valverde Development (“First Amendment”) and this instrument (the “Second Amendment”) supersedes and replaces the First Amendment and amends and supplements the Agreement as follows.

RECITALS

WHEREAS, the Agreement established the terms and conditions under which Aqua agreed to transfer specific portions of its retail water Certificate of Convenience and Necessity (“CCN”) No. 10294 (“Aqua Water CCN”) to Bastrop; and

WHEREAS, the planned development of Valverde (“Valverde Development”), currently in the Aqua Water CCN has submitted a Concept Plan consisting of approximately 400 acres, which has been approved by the Planning and Zoning Commission for the City of Bastrop; and

WHEREAS, the Valverde Development meets the requirements of the conditions stipulated in the Agreement to be considered for transfer from the Aqua Water CCN to Bastrop; and

WHEREAS, the land under consideration and subject to conveyance is shown in **ATTACHMENT A** to this instrument, and said land is located within the Aqua Water CCN and the Bastrop Wastewater CCN; and

WHEREAS, Chapter 13 of the Texas Water Code and the rules of the Public Utility Commission of Texas (“PUC”) allow for the transfer or assignment of CCN service areas from a water supply corporation to a municipally owned utility; and

WHEREAS, Bastrop has determined that it has sufficient water supplies available to provide water services to specific portion of the Aqua Water CCN proposed to be served by Bastrop and agrees that such availability will be a condition precedent before any CCN may be transferred from the Aqua Water CCN to Bastrop; and

WHEREAS, the transfer of the specific portion of the Aqua Water CCN to Bastrop will further the public purpose of rationalizing the distribution of water services in the region taking into account existing and future needs for additional infrastructure to serve all of Bastrop and its urbanizing areas.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of

which is hereby acknowledged, Aqua agrees to transfer specific portions of the Aqua Water CCN to Bastrop on the terms and conditions and for the consideration set forth below:

TERMS OF AMENDMENT

SPECIFIC PORTION OF THE AQUA WATER CCN TO BE RELEASED TO BASTROP

A. Definition of Specific Portion of the Aqua Water CCN to be conveyed to Bastrop

ATTACHMENT A to this Amendment shows a map of the Valverde Development that is covered by this Amendment. The map shows the location of the development in relation to the City limits of Bastrop, the current Water CCN of Bastrop, the parcels included in the development as well as the number of acres that comprise the development.

B. Calculation of compensation

Bastrop and Aqua agree that calculation of the compensation to be paid to Aqua by Bastrop for transfer of the specific portion of the Aqua Water CCN is as follows:

$$\text{Number of acres under development} \times \$8200 = \text{Total Compensation}$$

For the subject development, the actual calculation is as follows:

$$400 \text{ acres} \times \$8,200 = \$3,280,000$$

C. Additional Amounts Owed to Aqua

Bastrop shall pay Aqua the amount of \$1,900,000.00 for the pro-rata share of Aqua's 24 inch water line that was intended to serve the Valverde Development. The pro-rata share imposed on each LUE will be determined by the City of Bastrop based on the number of remaining sections to be developed.

D. Payment

1. Payment of the amount calculated in Section B above shall be paid to Aqua by Bastrop within ten (10) business days of the approval of this Amendment by the City of Bastrop City Council.
2. Payment of the amount calculated in Section C above shall be paid to Aqua by City of Bastrop and written notice shall be provided by City of Bastrop to Aqua within twenty (20) days of the approval of the building permit referenced in the final plat of each section of the Valverde Development as follows:

Section	LUEs (planned)	Calculated Payment for Section (LUEs X \$1,814.71 per LUE)
Section 4	94 LUEs	\$170,582.74
Section 5	128 LUEs	\$232,282.88
Section 6	115 LUEs	\$208,691.65
Section 7	129 LUEs	\$234,097.59
Section 8	124 LUEs	\$225,024.04
Section 9	148 LUEs	\$268,577.08
Section 10	122 LUEs	\$221,394.62
Section 11	101 LUEs	\$183,285.71
Section 12	86 LUEs	\$156,063.69
Total	1047 LUEs	\$1,900,000.00

*The number of LUEs set for above is an assumed number of LUEs to be constructed per section from the developer. The actual number of LUEs per section may change as each section comes online. If the calculated payment for the actual number of LUEs coming online for a particular section differs from the proposed schedule above, this proposed schedule of LUEs and calculated payments above will not require a formal amendment but may instead be amended administratively so that the calculated payment for that section is based on the actual number of LUEs coming online for that section; provided, however, that the total payments under Section C of this agreement shall not exceed \$1,900,000.00. If a calculated payment for a section would result in total payments made under Section C exceeding \$1,900,000.00, the payment shall be capped such that total payments made under Section C equals only \$1,900,000.00. If at the conclusion of all the sections the total of the payments made under Section C is less than the total Pro-Rata Share amount of \$1,900,000.00, then Bastrop shall pay the remaining balance of the Pro-Rata Share to Aqua within twenty (20) days of the approval of the final building permit referenced in the final plat of the final section of the Valverde Development.

E. Litigation

The terms and conditions of this Amendment shall be construed under and in accordance with the laws of the State of Texas. All obligations of the parties created under these terms and conditions shall be performable in Bastrop County, Texas. All payments required to be made to Aqua under this Amendment shall be made at Aqua's offices in Bastrop County, Texas. Bastrop County, Texas shall be the exclusive place of venue for any disputes arising under this Agreement.

F. Miscellaneous

Bastrop and Aqua expressly agree that this Amendment is subject to all terms, conditions, covenants, and obligations set forth in the Agreement unless otherwise stated in this Amendment. Bastrop and Aqua agree that the Recitals set forth above are true and correct and incorporated into the terms of this Amendment.

G. Replacement of First Amendment

Aqua and Bastrop previously executed an amendment to the Agreement effective on March 12, 2025 to address the Valverde Development (“First Amendment”), attached hereto as Exhibit B, and this amendment (the “Second Amendment”) supersedes and replaces the First Amendment and amends and supplements the Agreement.

ORIGINAL

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

AQUA

By: DACY CAMERON, GENERAL MANAGERDate: July 14th, 2026

ATTEST:

By: Date: 7-14-2026

BASTROP

By: _____

Date: _____

ATTEST:

By: _____

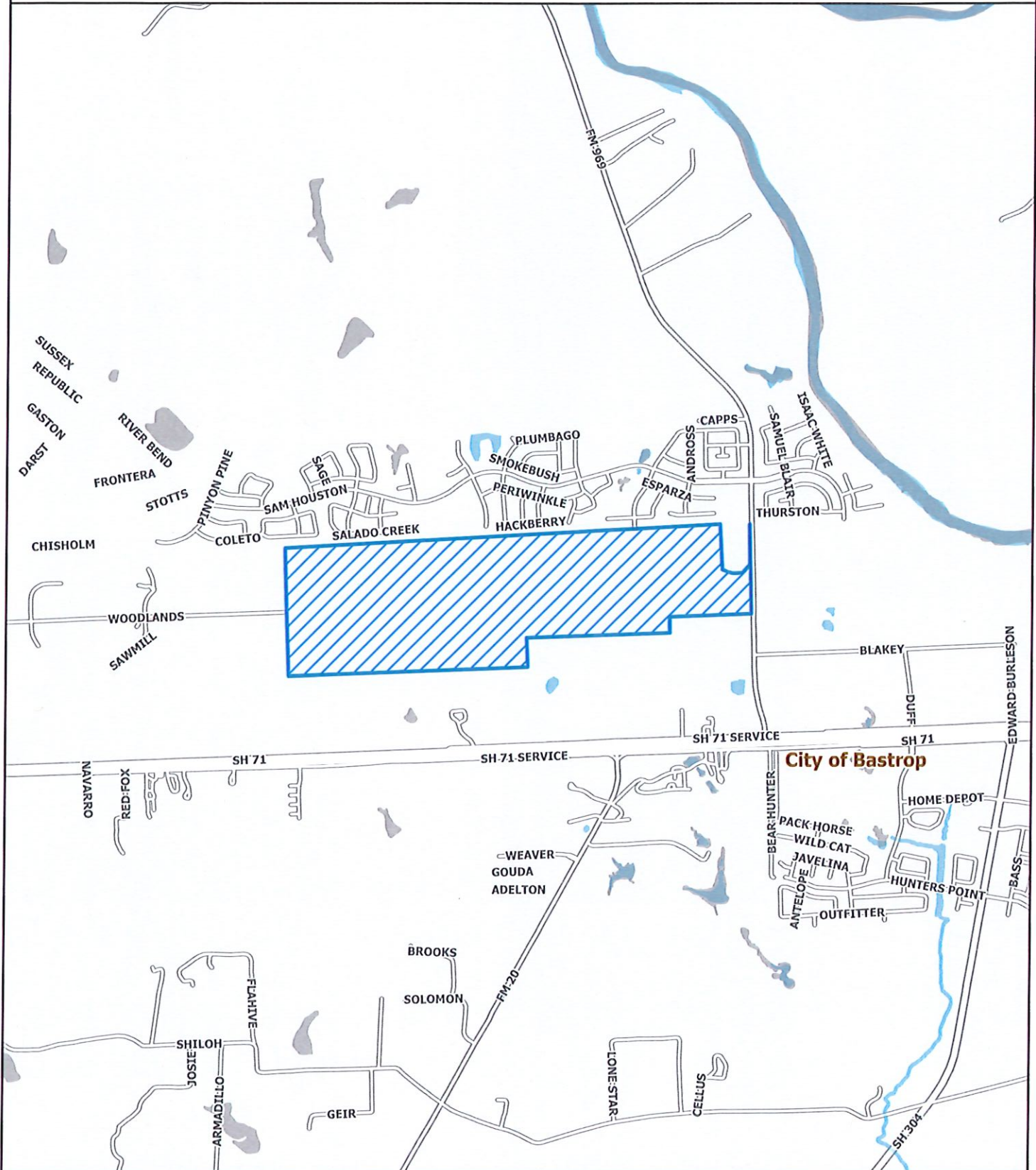
Date: _____

ATTACHMENT A

Map Showing the area of Aqua Water CCN subject to the transfer for Valverde Development

ORIGINAL

**_____ Petition to Amend City of Bastrop (CCN No. 11198)
and Aqua WSC (CCN No. 10294) in Bastrop County**



3/7/2025

General Location Map

 Requested Area to Transfer from
CCN No. 10294 to CCN No. 11198

ATTACHMENT B

**First Amendment to Agreement Related to Valverde Development
Effective March 12, 2025**

ORIGINAL

RESOLUTION NO. R-2025-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN AMENDMENT TO THE MASTER CCN TRANSFER AGREEMENT FOR THE VALVERDE DEVELOPMENT, AS SHOWN IN ATTACHMENT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDINGS OF FACTS; REPEALER; SEVERABILITY; EFFECTIVE DATE; PROPER NOTICE AND MEETING.

- 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,** a Master Agreement (the "Agreement") for establishing basic terms and conditions under which Aqua Water Supply Corporation may consent to transfer specific portions of its retail water Certificate of Convenience and Necessity ("CCN") to the City of Bastrop was made and entered into by and between Aqua Water Supply Corporation ("Aqua") and the City of Bastrop, Texas ("Bastrop"), on the 23rd day of January, 2024; and
- WHEREAS,** the Agreement established the terms and conditions under which Aqua agreed to transfer specific portions of its retail water Certificate of Convenience and Necessity No. 10294 ("Aqua Water CCN") to Bastrop; and
- WHEREAS,** the master-planned development of Valverde, currently in the Aqua Water CCN, has submitted a Development Agreement for the Project consisting of 400 acres, which was approved on July 13, 2021, by the City Council for the City of Bastrop; and
- WHEREAS,** the Valverde Development meets the requirements of the conditions stipulated in the Agreement to be considered for transfer from the Aqua Water CCN to Bastrop; and
- WHEREAS,** the land under consideration and subject to conveyance is shown in the attachment to Exhibit "E": Valverde Amendment (incorporated herein as Attachment "A"), and said land is located within the Aqua Water CCN and the Bastrop Wastewater CCN; and

WHEREAS, Chapter 13 of the Texas Water Code and the rules of the Public Utility Commission of Texas (“PUC”) allow for the transfer or assignment of CCN service areas from a water supply corporation to a municipally owned utility; and

WHEREAS, Bastrop has determined that it has sufficient water supplies available to provide water services to the specific portion of the Aqua Water CCN proposed to be served by Bastrop and agrees that such availability will be a condition precedent before any CCN may be transferred from the Aqua Water CCN to Bastrop; and

WHEREAS, the transfer of the specific portion of the Aqua Water CCN to Bastrop will further the public purpose of rationalizing the distribution of water services in the region, taking into account existing and future needs for additional infrastructure to serve all of Bastrop and its urbanizing areas.

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.** The City Council hereby approves the amendment to the Master CCN Transfer Agreement for the Valverde Development.
- Section 3.** The CCN Transfer Agreement for the Valverde Development is hereby amended to incorporate Exhibit “E”, attached hereto as Attachment “A” and incorporated into this Resolution for all intents and purposes.
- Section 4.** The City Manager is hereby authorized to execute a CCN Transfer Agreement for the Valverde Development, attached hereto as Attachment “A”.
- Section 5. 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 6. 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 7. 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.

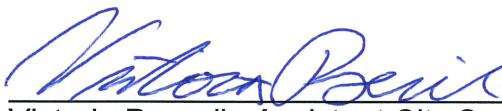
Section 8. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 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 11th day of March 2025.

THE CITY OF BASTROP, TEXAS:


 John Kirkland, Mayor Pro Tem

ATTEST:


 Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:

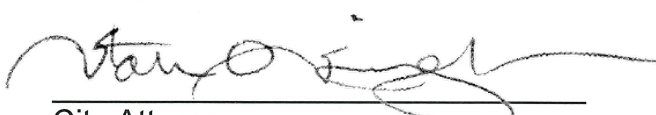

 City Attorney



EXHIBIT E**Valverde Amendment****Amendment to Master Agreement for each Residential/Commercial Development Subject to Transfer to Bastrop the Aqua Water CCN**

Title of Development: VALVERDE

Concept Plan ☐

Preliminary Plat ☒

Replat ☐

Short Form Plat ☐

Date of Approved Concept Plan or Plat: October 5, 2023.

Name and Contact (Developer): Continental Homes of Texas, LP

**AMENDMENT TO MASTER AGREEMENT FOR TRANSFER OF CERTAIN
WATER CCN SERVICE AREA FROM AQUA WSC TO
THE CITY OF BASTROP**

A Master Agreement (the “Agreement”) for establishing basic terms and conditions under which AQUA WATER SUPPLY CORPORATION may consent to transfer specific portions of its retail water CCN to the City of Bastrop was made and entered into by and between Aqua Water Supply Corporation (“Aqua”) and the City of Bastrop, Texas (“Bastrop”), on the 23rd day of February, 2024. This instrument (the “Amendment”) amends and supplements the Agreement as follows.

RECITALS

WHEREAS, the Agreement established the terms and conditions under which Aqua agreed to transfer specific portions of its retail water Certificate of Convenience and Necessity (“CCN”) No. 10294 (“Aqua Water CCN”) to Bastrop; and

WHEREAS, the planned development of Valverde (“Valverde Development”), currently in the Aqua Water CCN has submitted a Concept Plan consisting of approximately 400 acres, which has been approved by the Planning and Zoning Commission for the City of Bastrop; and

WHEREAS, the Valverde Development meets the requirements of the conditions stipulated in the Agreement to be considered for transfer from the Aqua Water CCN to Bastrop; and

WHEREAS, the land under consideration and subject to conveyance is shown in ATTACHMENT A to this instrument, and said land is located within the Aqua Water CCN and the Bastrop Wastewater CCN; and

WHEREAS, Chapter 13 of the Texas Water Code and the rules of the Public Utility Commission of Texas (“PUC”) allow for the transfer or assignment of CCN service areas from a water supply corporation to a municipally owned utility; and

WHEREAS, Bastrop has determined that it has sufficient water supplies available to provide water services to specific portion of the Aqua Water CCN proposed to be served by Bastrop and agrees that such availability will be a condition precedent before any CCN may be transferred from the Aqua Water CCN to Bastrop; and

WHEREAS, the transfer of the specific portion of the Aqua Water CCN to Bastrop will further the public purpose of rationalizing the distribution of water services in the region taking into account existing and future needs for additional infrastructure to serve all of Bastrop and its urbanizing areas.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of

which is hereby acknowledged, Aqua agrees to transfer specific portions of the Aqua Water CCN to Bastrop on the terms and conditions and for the consideration set forth below:

TERMS OF AMENDMENT

SPECIFIC PORTION OF THE AQUA WATER CCN TO BE RELEASED TO BASTROP

A. Definition of Specific Portion of the Aqua Water CCN to be conveyed to Bastrop

EXHIBIT A to this Amendment shows a map of the Valverde Development that is covered by this Amendment. The map shows the location of the development in relation to the City limits of Bastrop, the current Water CCN of Bastrop, the parcels included in the development as well as the number of acres that comprise the development.

B. Calculation of compensation

Bastrop and Aqua agree that calculation of the compensation to be paid to Aqua by Bastrop for transfer of the specific portion of the Aqua Water CCN is as follows:

$$\text{Number of acres under development} \times \$8200 = \text{Total Compensation}$$

For the subject development, the actual calculation is as follows:

$$400 \text{ acres} \times \$8,200 = \$3,280,000$$

C. Additional Amounts Owed to Aqua

Bastrop shall pay Aqua the amount of \$1,900,000.00 for the pro-rata share of Aqua's 24 inch water line that was intended to serve the Valverde Development. The pro-rata share imposed on each LUE will be determined by the City of Bastrop based on the number of remaining phases to be developed.

D. Payment

1. Payment of the amount calculated in Section B above shall be paid to Aqua by Bastrop within ten (10) business days of the approval of this Amendment by the City of Bastrop City Council.
2. Payment of the amount calculated in Section C above shall be paid to Aqua by City of Bastrop and written notice shall be provided by City of Bastrop to Aqua within twenty (20) days of the approval of the building permit referenced in the final plat of each phase of the Valverde Development as follows:

Phase	LUEs (planned)	Calculated Payment for Phase (LUEs X \$1,814.71 per LUE)
Phase 4	94 LUEs	\$170,582.74
Phase 5	128 LUEs	\$232,282.88
Phase 6	115 LUEs	\$208,691.65
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Phase 12	86 LUEs	\$156,063.69
Total	1047 LUEs	\$1,900,000.00

*The number of LUEs set for above is an assumed number of LUEs to be constructed per phase from the developer. The actual number of LUEs per phase may change as each phase comes online. If the calculated payment for the actual number of LUEs coming online for a particular phase differs from the proposed schedule above, this proposed schedule of LUEs and calculated payments above will not require a formal amendment but may instead be amended administratively so that the calculated payment for that phase is based on the actual number of LUEs coming online for that phase; provided, however, that the total payments under Section C shall not exceed \$1,900,000.00. If a calculated payment for a phase would result in total payments made under Section C exceeding \$1,900,000.00, the payment shall be capped such that total payments made under Section C equals only \$1,900,000.00. If at the conclusion of all the phases the total of the payments made under Section C is less than the total Pro-Rata Share amount of \$1,900,000.00, then Bastrop shall pay the remaining balance of the Pro-Rata Share to Aqua within twenty (20) days of the approval of the final building permit referenced in the final plat of the final phase of the Valverde Development.

E. Litigation

The terms and conditions of this Amendment shall be construed under and in accordance with the laws of the State of Texas. All obligations of the parties created under these terms and conditions shall be performable in Bastrop County, Texas. All payments required to be made to Aqua under this Amendment shall be made at Aqua's offices in Bastrop County, Texas. Bastrop County, Texas shall be the exclusive place of venue for any disputes arising under this Agreement.

F. Miscellaneous

Bastrop and Aqua expressly agree that this Amendment is subject to all terms, conditions, covenants, and obligations set forth in the Agreement unless otherwise stated in this Amendment. Bastrop and Aqua agree that the Recitals set forth above are true and correct and incorporated into the terms of this Amendment.

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

AQUA

By:


1-9-2025

Date:

ATTEST:

By:


Secretary, Board of Directors

Date:

1-8-25

BASTROP

By:


City Manager

Date:

3-12-2025

ATTEST:

By:


Secretary

Date:

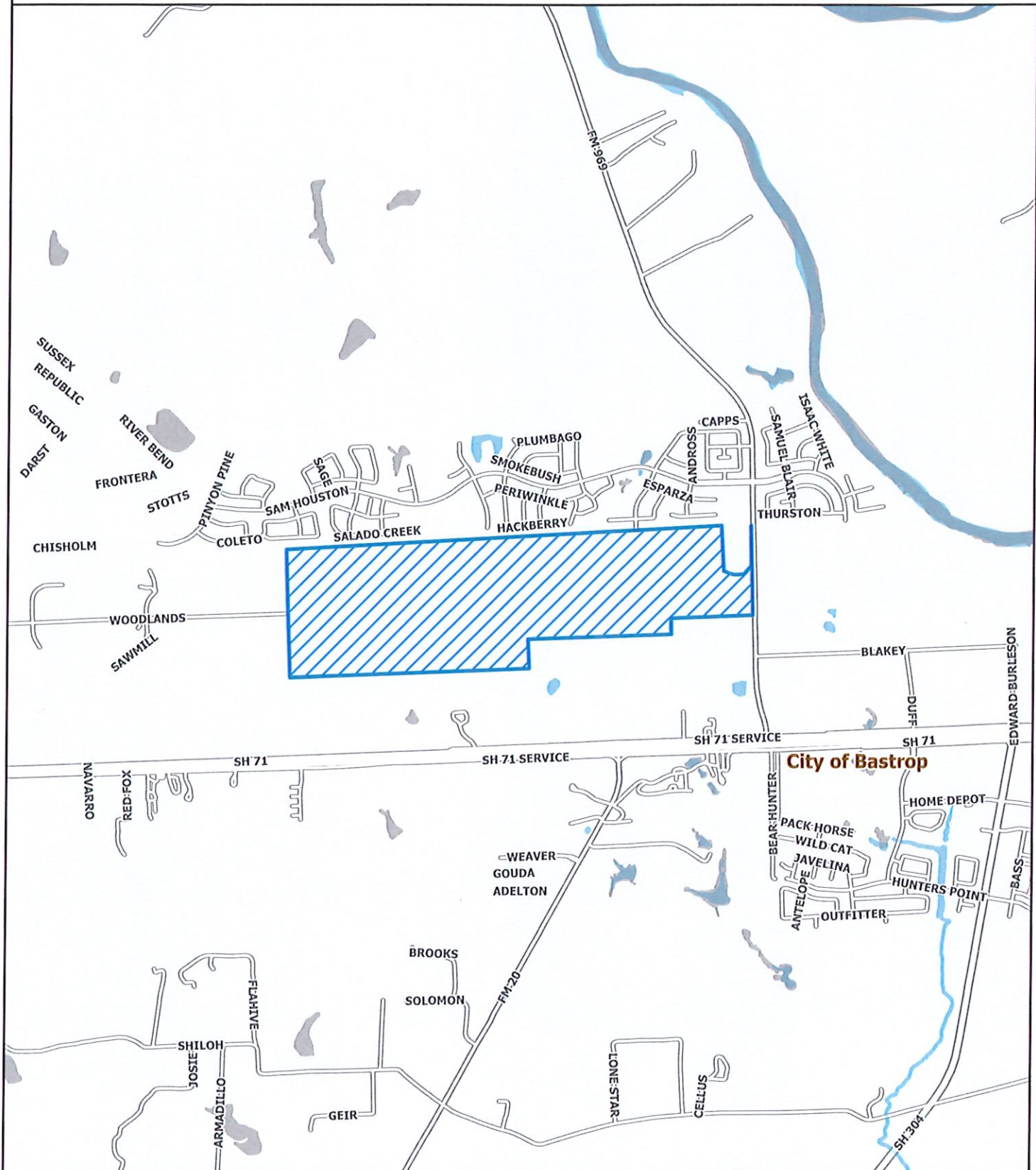
3-12-2025

EXHIBIT A

Map Showing the area of Aqua Water CCN subject to the transfer for Valverde Development

ORIGINAL

Petition to Amend City of Bastrop (CCN No. 11198) and Aqua WSC (CCN No. 10294) in Bastrop County



N
0 1,000 2,000 ft
3/7/2025

General Location Map



Requested Area to Transfer from
CCN No. 10294 to CCN No. 11198



STAFF REPORT

MEETING DATE: August 11th, 2026

TITLE:

Consider action to approve Resolution No. R-2026-117 of the City Council of the City of Bastrop, Texas, that approves the City of Bastrop Police Department to apply for a grant from the Texas Department of Transportation (TXDOT) for thirteen thousand, twenty-seven dollars and zero cents (\$13,027.00) allowing officers to education, enforce and participate in on-going public engagement for a specified mobilization period (such as Christmas, New Years, Spring Break, Independence day and Labor day) regarding Impaired Driver Mobilization in designated high alcohol-related areas, with 15 percent matching funds (fringe benefits) from the City of Bastrop; authorizing the Chief of Police as the grantee's authorized official; providing for a severability clause and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Vicky Steffanic, Chief of Police

BACKGROUND/HISTORY:

Impaired Driving Mobilization (IDM) provides grant money for local law enforcement agencies to conduct driving while intoxicated (DWI) enforcement waves (2-week periods are typical, 4 or 5 times per year) and increase DWI arrests as part of the statewide "Drink. Drive. Go to Jail" program, held in conjunction with the national Impaired Driving Mobilization (IDM) campaign. IDM grants require a 15% minimum matching share from the subgrantee. This 15% contribution will come from the participating officers overtime payment through their fringe benefits (Retirement, FICA and workman's compensation contribution). TXDOT will re-imburse the city for the officer's overtime pay when participating in the program

TRF-BTS (TXDOT Traffic Safety Division – Texas behavioral Traffic Safety Program) identifies areas of the state with the highest percentages of alcohol related crashes and then invites law enforcement agencies in these areas to participate in the IDM. These projects conduct quarterly enforcement mobilizations during the following holiday periods:

- Christmas/New Years.
- Spring Break.
- Independence Day.
- Labor Day (in conjunction with the National Impaired Driving Crackdown).

If selected to participate in the IDM campaign, law enforcement agencies must conduct the following activities:

- Pre-Media Campaign.

- Enforcement Effort.
- Post-Media Campaign.

FISCAL IMPACT:

Total funds will be \$13,027.00 with 85% reimbursement to the City of Bastrop for Officers overtime pay (\$9,053.00). The 15% matching (\$1,987.00) is accounted for through the officer's overtime 'fringe benefits pay'.

RECOMMENDATION:

Chief Vicky Steffanic recommends approval of Resolution No. R-2026-117 of the City Council of the City of Bastrop, Texas, approving the submittal of grant funds to the Texas Department of Transportation in the amount of thirteen thousand, twenty-seven dollars and zero cents (\$13,027.00) allowing officers to education, enforce and participate in on-going public engagement for a specified mobilization period (such as Christmas, New Years, Spring Break, Independence day and Labor day) regarding Impaired Driver Mobilization in designated high alcohol-related area's.

ATTACHMENTS:

1. Resolution number: 2026-117
2. Grant Overview
3. Financial summary

RESOLUTION NO. R-2026-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE APPLICATION OF A GRANT TO THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THIRTEEN THOUSAND, AND TWENTY-SEVEN DOLLARS AND ZERO CENTS (\$13,027.00) ALLOWING OFFICERS TO EDUCATE, ENFORCE AND PARTICIPATE IN ON-GOING PUBLIC ENGAGEMENT FOR A SPECIFIED MOBILIZATION PERIOD REGARDING IMPAIRED DRIVERS; AUTHORIZING THE CHIEF OF POLICE AS THE GRANTS AUTHORIZING OFFICIAL; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of Bastrop finds it in the best interest of the citizens of Bastrop and the officers, that the city of Bastrop Police Department apply for a grant from the Texas Department of Transportation (TXDOT) for overtime pay at a total cost of thirteen thousand, and twenty-seven dollars and zero cents (\$13,027.00), with 15% matching funds from the city of Bastrop through fringe benefits; and

WHEREAS, the City of Bastrop agrees that the Police Department shall participate in the Impaired Driving Mobilization (IDM) campaign for specified periods of time with the goals of education and enforcement; and

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

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

Section 1: The City Council of the City of Bastrop approves the City of Bastrop Police Department's application to the Texas Department of Transportation (TXDOT) for overtime pay for participation in the Impaired Driving Mobilization program

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

Section 3: Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby severable.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 11th day of August 2026.

APPROVED:

Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

City Attorney

[SAVE](#)[PRINT VERSION](#)[ADD NOTE](#)[CHECK GLOBAL ERRORS](#)[SHOW HELP](#)Document Information: [2027-BastropPD-IDM-00019](#)[Details](#)You are here: > [STEP - IDM - 2027 Menu](#) > [Forms Menu](#) > [Budget](#)**BUDGET SUMMARY****Instructions:**

- Click the **Save** button to complete this page.

Budget Category	TxDOT	Match	Total
Category I - Labor Costs			
(100) Salaries	\$11,040.00	\$0	\$11,040.00
(200) Fringe Benefits	\$0	\$1,987.00	\$1,987.00
Category I Sub-Total	\$11,040.00	\$1,987.00	\$13,027.00
Category II - Other Direct Costs			
(300) Travel	\$0	\$0	\$0
(400) Equipment	\$0	\$0	\$0
(500) Supplies	\$0	\$0	\$0
(600) Contractual Services	\$0	\$0	\$0
(700) Other Miscellaneous	\$0	\$0	\$0
Category II Sub-Total	\$0	\$0	\$0
Total Direct Costs	\$11,040.00	\$1,987.00	\$13,027.00
Category III - Indirect Costs			
(800) Indirect Cost Rate	\$0	\$0	\$0
Summary			
Total Labor Costs	\$11,040.00	\$1,987.00	\$13,027.00
Total Direct Costs	\$0	\$0	\$0
Total Indirect Costs	\$0	\$0	\$0
Grand Total	\$11,040.00	\$1,987.00	\$13,027.00
Fund Sources (Percent Share)	84.75%	15.25%	

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Salaries and Fringe Benefits - 100 & 200		McManus Jr., Mr. Daniel 7/2/2026 3:42:53 PM	McManus Jr., Mr. Daniel 7/20/2026 4:35:09 PM
	Travel and Per Diem: STEP Enforcement Mileage - 300			
	Travel and Per Diem: Non-Enforcement Travel - 300			
	Equipment - 400			
	Supplies - 500			
	Contractual Services - 600			
	Other Miscellaneous - 700			
	Indirect Cost - 800			
	Budget Summary		McManus Jr., Mr. Daniel 7/2/2026 4:33:54 PM	McManus Jr., Mr. Daniel 7/20/2026 4:35:56 PM

GRANT SUBMITTAL REQUEST FORM

DIRECTIONS:

1. Submit for Review to Judy Sandroussi (Finance Director).
2. All Grants must be approved by Finance Director and City Manager **BEFORE** grant submission.
3. Council must be updated on any grant submittal and must accept grants formally when received.
4. Please include application and backup with this Submittal Form.

Grant Amount Requesting: 13027 Submitted for Internal Review on: 07/21/26
 Matching Funds: 1987 Date grant must be submitted to agency by: 08/24/26
 Department: POLICE Grant Identification # 2027-BastropPD-IDM-00019
 (if available)

Project Title: Impaired Driving Mobilization IDM- Traffic Safety Program

GENERAL GRANT INFORMATION

Grant Provider Funding Organization	TXDOT
Grant Overview (Basic overview of the opportunity being offered. What benefit will be provided to the City?)	Project aimed at improving traffic safety through education, enforcement and public engagement efforts in specified areas. This is a salary reimbursement grant with the matching cost being covered by the fringe benefits the city already pays for the officers. There is no cash matching.
Grant Type (if available) (Local, State, Federal, Other)	State
Grant Period (e.g. Oct 1, 2017 - Aug 31, 2018)	December 13, 2026-September 7, 2027

Official Signatures of Approval:

Requester _____ Date _____

Judy Sandroussi, Finance Director _____ Date _____

Sylvia Carrillo-Trevino, ICMA-CM, CPM (City Manager) _____ Date _____

STEP - Impaired Driving Mobilization (IDM) Grants

Impaired Driving Mobilization (IDM) provides grant money for local law enforcement agencies to conduct driving while intoxicated (DWI) enforcement Waves and increase DWI arrests as part of the statewide "Drink. Drive. Go to Jail" program, held in conjunction with the national Impaired Driving Mobilization (IDM) campaign. IDM grants require a 20% minimum matching share from the subgrantee.

TRF-BTS identifies areas of the state with the highest percentages of alcohol related crashes and then invites law enforcement agencies in these areas to participate in the IDM. These projects conduct quarterly enforcement mobilizations during the following holiday periods:

- Christmas/New Years.
- Spring Break.
- Independence Day.
- Labor Day (in conjunction with the National Impaired Driving Crackdown).

If selected to participate in the IDM campaign, law enforcement agencies must conduct the following activities:

- Pre-Media Campaign.
- Enforcement Effort.
- Post-Media Campaign.

To view the appropriate timelines on these IDM activities, see the STEP Mobilization Calendar, located under "STEP Tool Box" on the [eGrants Help Page](#).

To review the grant procedures for IDM, see the [Impaired Driving Mobilization Instructions](#) located on the eGrants Help Page.



STAFF REPORT

MEETING DATE: August 11, 2026

TITLE:

Consider and act on Resolution No. R-2026-91, approving the execution of an Agreement for Automatic Aid Assistance between the City of Bastrop and Bastrop County Emergency Services District No. 1, as attached as Exhibit A.

AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

The Texas Interlocal Cooperation Act (V.T.C.A., Government Code, Chapter 791) authorizes local governments to contract with each other for the performance of governmental functions or services for the mutual benefit of the parties. Bastrop County Emergency Services District No. 1 ("ESD 1") is a political subdivision of the State of Texas, created and operating under Article III, Section 48-e of the Texas Constitution and Texas Health and Safety Code Chapter 775, and is responsible for providing fire and rescue services within its territory, which includes some areas of the City of Bastrop.

The City and ESD 1 desire to augment both resources and capabilities within the geographic boundaries of their respective service areas by responding to and dispatching responses to emergency calls on an automatic assistance basis so that the nearest available unit responds to incidents covered by the Agreement, regardless of the jurisdiction. The Agreement provides for the City to automatically dispatch the nearest available unit(s) to the scene of an emergency and all reported structure fires within the automatic aid agreement service area defined in Exhibit "A" of the Agreement.

The term of the Agreement is one-year, effective September 1, 2026, and automatically renews annually for up to four additional one-year terms unless terminated. The parties will follow the National Incident Management System (NIMS), maintain adequate insurance, and comply with applicable laws, including National Fire Protection Association (NFPA) 1901 standards for Automatic Aid Engine Companies to qualify as credited engine companies for the Public Protection Classification (PPC).

City staff finds that the Agreement serves a public purpose and benefits the citizens of both the City and ESD 1 by enhancing fire protection and emergency response capabilities through automatic mutual support.

FISCAL IMPACT:

There is no direct fiscal impact to the City. Under the Agreement, neither party shall be reimbursed by the other for costs incurred pursuant to the Agreement, except as specifically agreed for particular incidents. The parties will cooperate in seeking reimbursement from private, state, or federal authorities when opportunities present themselves.

RECOMMENDATION:

Authorize the City Manager to execute the Agreement for Automatic Aid Assistance with Bastrop County Emergency Services District No. 1.

ATTACHMENTS:

1. Resolution No. R-2026-91
2. Agreement for Automatic Aid

RESOLUTION NO. R-2026-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE EXECUTION OF AN AGREEMENT FOR AUTOMATIC AID ASSISTANCE BETWEEN THE CITY OF BASTROP AND BASTROP COUNTY EMERGENCY SERVICES DISTRICT NO. 1, AS ATTACHED AS EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more local governments may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the City of Bastrop ("City") and Bastrop County Emergency Services District No. 1 ("ESD 1") currently provide fire protection and other types of emergency response services to local residents in their respective jurisdictions or service areas; and

WHEREAS, the City and the District desire to augment both resources and capabilities within the geographic boundaries of their respective service areas by responding to and dispatching responses to emergency calls on an automatic assistance basis so that the nearest available unit responds to incidents covered by the Agreement, regardless of the jurisdiction; and

WHEREAS, the term of the Agreement shall be for one year, effective September 1, 2026 and shall automatically renew annually for up to four additional one-year terms unless terminated pursuant to its terms; and

WHEREAS, the City Council finds that execution of the Agreement for Automatic Aid Assistance is in the best interests of the City and serves the public purpose of enhancing fire protection and emergency response services for the citizens of Bastrop.

WHEREAS, the City Council finds that execution of the Interlocal License Agreement is in the best interests of the City and serves the public purpose of supporting emergency medical services for the citizens of Bastrop.

Section 1. The City Council approves the execution of the Agreement for Automatic Aid Assistance between the City of Bastrop and Bastrop County Emergency Services District No. 1, substantially in the form attached hereto as **Exhibit A**, and incorporated herein for all purposes.

Section 2. The City Manager is authorized to execute the Agreement for Automatic Aid Assistance and any related non-substantive documents necessary to carry out the intent of this Resolution.

Section 3. Fiscal Impact. There is no direct fiscal impact associated with this Agreement. Neither party shall be reimbursed by the other for costs incurred pursuant to the Agreement, except as specifically agreed for particular incidents.

Section 4. Repealing Clause. All resolutions, parts of resolutions, or provisions in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This Resolution shall take effect immediately upon its passage and approval.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Bastrop, Texas, on this the 11th day of August, 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

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



**AGREEMENT FOR AUTOMATIC AID ASSISTANCE
BETWEEN BASTROP COUNTY EMERGENCY SERVICE
DISTRICT NO. 1 AND THE CITY OF BASTROP**

RECITALS

The City of Bastrop ("City") and Bastrop County Emergency Services District No. 1 ("District") currently provide fire protection and other types of emergency response services to local residents in their respective jurisdictions or service areas.

The City and the District desire to augment both resources and capabilities within the geographic boundaries of their respective service areas by responding to and dispatching responses to emergency calls on an automatic assistance basis so that the nearest available unit responds to incidents covered by this Agreement, regardless of the jurisdiction.

The District wishes to receive assistance in areas shown in **Exhibit "A"** on an automatic assistance basis.

The City and the District are entering into this Agreement in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code

TERMS

1. The term of this Agreement shall be for one-year, effective September 1, 2026, and shall automatically renew annually for up to four additional one-year terms unless terminated pursuant to Section 13.

2. The parties agree for the City to automatically dispatch the nearest available unit(s) to the scene of an emergency and all reported structure fires within the automatic aid agreement service area. The service area is defined as shown on the maps attached as **Exhibit "A"**. The "nearest available unit" shall mean that unit of either party that meets the requirements for that type of emergency and, in the sole discretion of either Fire Chief, is capable and available to respond quickest to a call. A party shall respond only to the extent that a unit is readily available.

3. Subject to the provisions noted above in paragraph 2, the District and the City shall each provide firefighting services 24 hours a day, 7 days a week, and shall respond to all call types within the service area shown in **Exhibit "A"**.

4. The parties agree to follow the National Incident Management System (NIMS) as promulgated by the U.S. Department of Homeland Security to provide for the efficient management of emergencies and for the safety of firefighters through the use of standard terminology, reporting relationships, and support structures for those

emergencies requiring the use of units from the Parties.

5. Each party shall maintain adequate insurance for all equipment and property necessary for the performance of this Agreement.

6. Specifically citing Texas Government Code Section 791.006(a-1), each party shall be liable for the acts and omissions of its officials, agents, employees, volunteers, and contractors in the provision of fire protection and other types of emergency response services in the territory of the other party. Such assignment of liability is intended to be different than that provided in Texas Government Code Section 791.006(a). To the extent allowed by law, each party shall fully indemnify and hold harmless the other party, as well as its council members, commissioners, officials, agents, volunteers, and employees, from any and all civil liability or other claims of any type or nature whatsoever, specifically including, but not limited to, negligence, gross negligence, or intentional acts or omissions, and all attorney's fees and related costs, made on account of any loss or damages through personal injuries, deaths, property, or other damages, arising directly or indirectly out of the negligence, gross negligence, or the intentional acts or omissions of the other party or its council members, commissioners, officials, agents, employees, volunteers, or representatives, in performing the fire protection and other types of emergency response services required under this Agreement, provided that such loss or damages does not also arise out of the negligence, gross negligence or intentional act or omission of an official, agent, employee, volunteer, or representative of the other party.

7. It is expressly understood and agreed that this Agreement does not waive any immunity or defense that would otherwise be available to a party against third-party claims arising from activities performed under this Agreement.

8. The parties agree to comply with all applicable state, federal, and local laws or requirements applicable to the performance of services under this Agreement. The parties agree to cooperate in executing such further or subsidiary agreements as may be required. All "Automatic Aid Engine Companies" responding to the first alarm must meet the National Fire Protection Association (NFPA) 1901 standards for engine companies and qualify as credited engine companies for the Public Protection Classification (PPC).

9. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

10. Unless specifically agreed to by both parties for particular incidents, and except as provided in Section 6, neither party shall be reimbursed by the other party for any costs incurred pursuant to this Agreement or have any other financial obligation to the other party. The parties agree to cooperate with each other in seeking reimbursement from private, state, or federal authorities to the extent such opportunities present

themselves.

11. **Exhibit "A"** is incorporated into this Agreement for all purposes.
12. The parties agree to cooperate in an annual evaluation of the Agreement in order to ensure that the terms continue to meet each party's needs and expectations.
13. This Agreement may be terminated by either party, with or without cause, upon 30 days notice in writing.
14. Notice shall be provided to the parties at the following addresses:

City: City Manager, Sylvia Carrillo
City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602

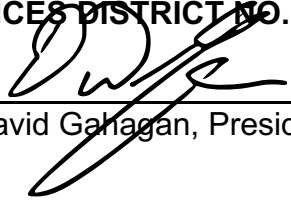
District: President of the Board of Directors
Bastrop County ESD No. 1
P.O. Box 357
Red Rock, Texas 78662
15. No term or provision in this Agreement is intended to create a partnership or joint venture.
16. If any provision of this Agreement is held invalid by a court of competent jurisdiction, that holding (a) shall not invalidate the remainder of this Agreement, (b) shall be limited to the specific parts of this Agreement described in that holding, and (c) shall not affect the validity of this Agreement in any way or in any other instance.

Executed on this, the _____ day of _____, 2026.

CITY OF BASTROP, TEXAS

By: _____
Sylvia Carrillo, City Manager

**BASTROP COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

By: 
David Gahagan, President

EXHIBITS

EXHIBIT A – Area for Automatic Response by the City of Bastrop

EXHIBIT A
AREA FOR AUTOMATIC RESPONSE BY THE CITY OF BASTROP

Bastrop County ESD 1

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 suitable for navigational purposes.



Current Time: 7/16/2025 4:02 PM

1 0.5 0 1 Miles

- City Limits
- Roads
- ESD
- BCESD1
- Coc-4P
- 5 Mile Distance
- AFC



STAFF REPORT

MEETING DATE: August 11, 2026

TITLE:

Consider and act on the second reading of Resolution No. R-2026-113 of the City Council of the City of Bastrop, Texas, authorizing Bastrop Economic Development Corporation's \$25,000 expenditure for professional services with Career Tracks and giving BEDC's Interim Executive Director signature authority to execute the Professional Services Agreement.

AGENDA ITEM SUBMITTED BY:

Submitted by: Jill Strube, Ph.D., Business and Community Development Manager (BEDC)

BACKGROUND/HISTORY:

In June 2026, BEDC authorized staff to work with legal counsel to manage the details related to providing funding to Career Tracks for services related to workforce training. Career Tracks (formerly Smithville Workforce Training Center) was established in 2021 with a grant from the St. David's Foundation. It has been operating in the workforce training space since then, primarily funded through grant programs that provide services for unemployed and under-employed residents of Bastrop, Caldwell, Fayette, and Lee Counties. Because they are primarily funded through grants, they are limited in their ability to pay much-needed operational expenses including certain high-level staff, or even cleaning supplies or copy paper.

The Professional Services Agreement would not pay for specific training programs but would support Career Tracks inasmuch as to allow staff to continue to meet overall goals for training, mentoring, and placing students in jobs with local employers paying livable wages. Per local government code 505.158, the BEDC Board has approved this project for funding. As such, it requires two separate readings of the City Council for expenditure.

FISCAL IMPACT:

\$25,000 from the BEDC Budget.

RECOMMENDATION:

The recommendation is to approve the expenditure and give the Interim Executive Director signature authority on the Professional Services Agreement.

ATTACHMENTS:

1. Resolution No. R-2026-113
2. Performance Agreement

RESOLUTION NO. R-2026-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING BASTROP ECONOMIC DEVELOPMENT CORPORATION'S \$25,000 EXPENDITURE FOR PROFESSIONAL SERVICES TO CAREER TRACKS AND GIVING THE INTERIM EXECUTIVE DIRECTOR SIGNATURE AUTHORITY ON THE PROFESSIONAL SERVICES AGREEMENT.

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

WHEREAS, the BEDC Board of Directors took formal action at the board meeting of July 27, 2026, to authorize the BEDC staff to enter into a Professional Services Agreement with Career Tracks for a scope of work related to workforce development and placement; and

WHEREAS, the City has reviewed the July 27, 2026 actions of the BEDC related to the expenditure noted herein, has considered and evaluated it, and has found it meritorious of the City Council's authorization and approval.

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

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

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

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

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

Section 4. Two Readings Required. Pursuant to Texas Local Government Code Section 505.158(b), this Resolution shall take effect immediately from and after its passage upon a subsequent second reading and passage, and it is duly resolved.

This resolution shall be in full force and effect from and after its final adoption.

READ and ACKNOWLEDGED on First Reading on the 28th day of July 2026.

READ and APPROVED on the Second Reading on the 11th day of August 2026.

APPROVED:

Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

Denton Navarro Rodriguez Bernal Santee & Zech

CITY OF BASTROP ECONOMIC DEVELOPMENT CORPORATION

STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
BASTROP COUNTY §

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Bastrop Economic Development Corporation (the “BEDC”), a Texas non-profit industrial development corporation, and Career Tracks (“Professional”).

Section 1. Duration.

This Agreement shall become effective upon execution by the BEDC and shall be automatically extended each year thereafter unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

- (A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit “A”. The work as described in the Scope of Work constitutes the “Project”. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.
- (B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.
- (C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- (D) The Professional may rely upon the accuracy of reports and surveys provided to it by the BEDC except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.
- (E) The Professional will be required to report to the BEDC Board annually at a regularly scheduled BEDC Board Meeting (likely May or June) to provide information about the status of the Professional work product, to include data related to the Performance Indicators below as well as any other measure of success as requested by the BEDC Board or as relevant to provide a clear understanding of the work product and accomplishments of the Professional. These metrics will be established at the beginning of the annual period during each year the Agreement is in effect to account for any changes that may happen related to the Professional’s program capacity. The Professional will track and report resident data based on Bastrop drivers’ licenses.

Performance Indicators:

Performance Measure	Bastrop Residents (EOY)
Number of students in various phases of programs	50 students
Overall job placement rate	35 students
Wages upon placement	\$18/hr on average
Number of students below ALICE* Threshold	13 students
Employer Engagement	20 employers

* The ALICE threshold (Asset Limited, Income Constrained, Employed) represents the minimum income a household needs to afford basic necessities like housing, food, childcare, and healthcare. It measures working families who earn too much to qualify for public assistance but cannot cover the true cost of living.

Section 3. Compensation.

- (A) The Professional shall be paid in the manner set forth in Exhibit “B” and as provided herein.
- (B) *Billing Period:* The Professional shall be fully paid within 30 days of the original contract execution and will be paid within 90 days of the presentation of an annual report every year the contract is in effect thereafter.
- (C) *Reimbursable Expenses:* No reimbursable expenditure is anticipated in relation to this project.
- (D) *Amount:* The amount of Compensation to be paid by BEDC to the Professional shall be \$25,000 annually until otherwise designated.

Section 4. Non-performance.

- (A) If Professional fails to meet the metrics as established by Section 3 of this Agreement, Professional must promptly refund the amounts paid by the BEDC for the period Professional fails to meet the metrics.

Section 5. Changes to the Project Work; Additional Work.

- (A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the BEDC finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the BEDC and such services will be considered as additional work and paid for as specified under the following paragraph.
- (B) *Additional Work:* The BEDC retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the BEDC by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the BEDC of that opinion, in writing. If the BEDC agrees that such work does constitute additional work, then the BEDC and the Professional shall execute a supplemental agreement for the additional work and the BEDC shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All

such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

Section 6. Time of Completion.

The Professional is expected to complete their work and to show progress per the Performance Indicators. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the BEDC other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

Section 7. Insurance.

Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached Exhibit “C” throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in Exhibit “C”, Professional shall maintain the following limits and types of insurance:

Workers Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Professional’s employees carrying out the work involved in this contract.

General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by a non-assessable insurance company licensed to do business in the State of Texas and currently rated “B+” or better by the A.M. Best Companies. All policies shall be written on a “per occurrence basis” and not a “claims made” form.

Evidence of such insurance shall be attached as Exhibit “D”.

Section 8. Miscellaneous Provisions.

- (A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the BEDC, which approval shall not be unreasonably withheld. Subcontractors shall

comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the BEDC in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

- (B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the BEDC shall be delivered to and become the property of the BEDC. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement, shall be made available, upon request, to the BEDC without restriction or limitation on the further use of such materials; PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE BEDC OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE BEDC'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the BEDC but shall grant to the BEDC a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the BEDC under or pursuant to this Agreement.
- (C) *Professional's Seal.* To the extent that the Professional has a professional seal/logo, it shall be placed on all documents and data furnished by the Professional to the BEDC. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the BEDC and Professional. The BEDC acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.
- (D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, workers compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the BEDC with satisfactory proof of compliance.
- (E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the BEDC and is not an employee, agent, official or representative of the BEDC. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the BEDC. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.
- (F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the BEDC under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the BEDC pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other

consideration is received by or offered to Professional, Professional shall immediately report that fact to the BEDC and, at the sole option of the BEDC, the BEDC may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

- (G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.
- (H) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 9. Termination.

- (A) This Agreement may be terminated:
- (1) By the mutual agreement and consent of both Professional and BEDC;
 - (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
 - (3) By the BEDC, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;
 - (4) By the BEDC, at will and without cause upon not less than thirty (30) days written notice to the Professional.
- (B) Upon termination of this Agreement, Professional shall reimburse the BEDC a pro rata share of the funds dispersed for remainder of year. Example: if 40% of the metrics as established by Section 2 have been met at time of termination, Professional shall reimburse the BEDC 60% of the funds provided.

Section 10. Indemnification. Professional shall indemnify and hold harmless the City of Bastrop, Texas, Economic Development Corporation and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss

of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional's agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as "Professional"), (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional's liability to such employee or former employee would otherwise be limited to payments under State Workers Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Section 11. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 12. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 13. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 14. Waiver. Either BEDC or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be

deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 15. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Bastrop County, Texas, such that exclusive venue for any action arising out of this Agreement shall be in Bastrop County, Texas.

Section 16. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 17. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 18. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 19. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 20. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 21. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 22. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 23. Dispute Resolution. The parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 24. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire.

Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, Conflicts of Interest Questionnaire and Chapter 2252 of the Texas Government Code, Form 1295 Certificate of interested Parties online filing with the Texas Ethics Commission.

EXECUTED on this the _____ day of _____, 20____.

BEDC:

By: _____
 Name: Sylvia Carrillo-Trevino
 Title: Interim Executive Director

PROFESSIONAL:

By: _____
 Name: Ronnie Holt
 Title: Interim Executive Director

ADDRESS FOR NOTICE:**BEDC:**

City of Bastrop Economic Development
 Corporation
 Attn: Executive Director
 301 Highway 71 West, Suite 214
 Bastrop, Texas 78602

PROFESSIONAL: Career Tracks

Career Tracks
 Attn: Executive Director
 404-A Fawcett Street
 Smithville, TX 78957
(512) 237-1108

With a copy to:

BEDC Attorney
 City of Bastrop Economic Development
 Corporation
 Attn: Charles E. Zech
 2517 N. Main Avenue
 San Antonio, Texas 78212

Exhibit “A”

SCOPE OF WORK

Career Tracks is a nonprofit organization that provides training opportunities for local rural residents to learn the skills they need for high-demand jobs in Bastrop, Caldwell, Lee, and Fayette Counties. At the heart of their work is a simple mission empowering the Central Texas rural workforce with the skills needed to thrive in today’s economy while ensuring local employers have access to a strong, job-ready talent pipeline. Together with employers, educational institutions, municipal and county entities, and nonprofit partners, Career Tracks strengthens our communities, our workforce, and our future.

The Professional Services Agreement between Career Tracks and the Bastrop Economic Development Corporation requires that Career Tracks provide metrics by which success can be measured. This scope of work is related to those performance indicators. These measures are an indication of how well Career Tracks is doing in its mission to “Engage, Empower, and Employ” rural residents in rural businesses in our 4-county region, paying special attention to Bastrop residents.

This Scope of Work refers to performance measures related to the overall work that Career Tracks is undertaking to meet its mission. The scope of work requires an annual report on the success of the program as related to the beneficiaries (students) who have Bastrop drivers’ licenses and the employers located within the City of Bastrop and its Extraterritorial Jurisdiction:

Career Tracks will be required to report to the BEDC Board annually at a regularly scheduled BEDC Board Meeting (likely May or June) to provide information about the status of the work product, to include data related to the Performance Measures below as well as any other measure of success as requested by the BEDC Board or as relevant to provide a clear understanding of the work product and accomplishments. These metrics will be established at the beginning of the annual period during each year the Agreement is in effect to account for any changes that may happen related to the program capacity. Career Tracks will track and report resident data based on Bastrop drivers’ licenses.

Performance Measure	Bastrop Residents (EOY)
Number of students in various phases of programs	50 residents
Overall job placement rate	35 residents
Wages upon placement	\$18/hr on average
Number of students below ALICE* Threshold	13 residents
Employer Engagement	20 employers

** The ALICE threshold (Asset Limited, Income Constrained, Employed) represents the minimum income a household needs to afford basic necessities like housing, food, childcare, and healthcare. It measures working families who earn too much to qualify for public assistance but cannot cover the true cost of living.*

This represents an investment of \$500 per Bastrop student. Career Tracks will only be accountable to BEDC for residents of Bastrop based on their drivers’ licenses. Each year for as long as this Agreement is in effect, these Performance Indicators and Numbers will be reviewed in context of the other funding mechanisms that have been established and may be expected in that year.

Exhibit “B”

COMPENSATION

BEDC will pay Career Tracks \$25,000 upon execution of the Agreement after City Council approval.

Exhibit “C”

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Professional shall comply with each and every condition contained herein. The Professional shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the BEDC. Any Subcontractor(s) hired by the Professional shall maintain insurance coverage equal to that required of the Professional. It is the responsibility of the Professional to assure compliance with this provision. The City of Bastrop Economic Development Corporation accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

1. The City of Bastrop Economic Development Corporation shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Bastrop Economic Development Corporation shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Bastrop Economic Development Corporation will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Bastrop Economic Development Corporation as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop Economic Development Corporation of any material change in the insurance coverage.
7. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Professional may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop Economic Development Corporation.
10. Insurance must be purchased from insurers having a minimum A.M. Best rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Professional's obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Professional shall furnish The City of Bastrop Economic Development Corporation with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop Economic Development Corporation within ten (10) business days after contract award and prior to starting any work by the successful Professional's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the

Certificate of Insurance is issued and sent to the City of Bastrop Economic Development Corporation, all required endorsements identified in sections A, B, C and D above shall be sent to the City of Bastrop Economic Development Corporation. The certificate of insurance and endorsements shall be sent to:

City of Bastrop Economic Development Corporation

Attn: Executive Director
301 Highway 71 West, Suite 214
Bastrop, Texas 78602

Exhibit “D”

EVIDENCE OF INSURANCE

EMPLOYERS®EMPLOYERS PREFERRED INS. CO.
A Stock CompanyFILE
INSURANCE
BLUNDER.Workers' Compensation and Employers Liability
Insurance Policy

Policy Number		Policy Period	
EIG 5185628 02		From	To
		02/01/2025	02/01/2026
12:01A.M. Standard Time at the address of the Insured as stated herein			
Transaction <i>WORKMATE'S COMP.</i>			
AMENDED DECLARATIONS Effective: 02/01/2025			
NCCI Carrier #	31283	WCIRB CARRIER#	PRIOR POLICY NUMBER EIG518562801
1. Named Insured and Address		Agent	
SMITHVILLE WORKFORCE TRAINING 404 FAWCETT ST SMITHVILLE TX 78957		INS AGENTS ALLIANCE OF TX INC 0003230 PO BOX 1188 MINEOLA, TX 75773	
		Telephone: 9035086250	
Customer #	Carrier # 31283	FEIN # 813849953	Risk ID # Entity of Insured CORPORATION

Additional Locations:

2. The Policy Period is from 02/01/2025 to 02/01/2026 12:01 a.m. Standard Time at the Insured's mailing address.
3. A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: TX
- B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A.
The limits of our liability under Part TWO are:
- | | | |
|---------------------------|--------------|---------------|
| Bodily Injury by Accident | \$ 1,000,000 | each accident |
| Bodily Injury by Disease | \$ 1,000,000 | policy limit |
| Bodily Injury by Disease | \$ 1,000,000 | each employee |
- C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here:
All states except ND, OH, WA, WY and states listed in item 3.A.
- D. This policy includes these endorsements and schedules: See attached schedule.
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans.
All information required below is subject to verification and change by audit.

SEE EXTENSION OF INFORMATION PAGE

Minimum Premium \$ 250

Expense Constant \$ 160
Premium Discount \$

Assessments and Taxes \$

Total Estimated Annual Premium \$ 4,726

☐ This is a Three Year Fixed Rate PolicyPremium Adjustment Period: ☒ Annual; ☐ Semiannual; ☐ Quarterly; ☐ Monthly

Countersigned this Day of

Issued Date: 07/01/2025

Issuing Office EMPLOYERS PREFERRED INS. CO.
P.O. BOX 539003
HENDERSON, NV 89053-9003*K. Antunez*
Authorized RepresentativeIssued Date 07/01/2025
WC990630 (5/98 Ed.)

INSURED COPY

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5649-01-00-0003141-0003-0010484 GLN_ENTRYS



EMPLOYERS PREFERRED INS. CO.
A Stock Company
P.O. BOX 539003
HENDERSON, NV 89053-9003

WORKERS' COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY

Policy Number: EIG 5185628 02
Named Insured: SMITHVILLE WORKFORCE TRAINING
Agent: INS AGENTS ALLIANCE OF TX INC 0003230

EXTENSION OF INFORMATION PAGE
CLASSIFICATION OF OPERATIONS

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Texas				
Rating Period: 02/01/2025 through 02/01/2026				
Site 00001				
8868	VOCATIONAL TRAINING SCHOOL: PROFESSIONAL EMPLOYEES	0	0.160000	0.00
9101	VOCATIONAL TRAINING SCHOOL: ALL OTHER EMPLOYEES & DRIVERS	✱ 682,491	1.010000	6,893.00
Site 00001 Total				\$ 6,893.00
Total of Sites for Rating Period				\$ 6,893.00
Rating Period Total				\$ 6,893.00
Rating Period: 02/01/2025 through 02/01/2026				
9812	INCREASED COVERAGE II	6,893	0.014000	97.00
9848	BALANCE TO MIN PREM-COVERAGE II			53.00
9885	SMALL EMPL INCENT DISCOUNT	7,043	0.150000	-1,056.00
7	SCHEDULE CREDIT	5,987	0.260000	-1,557.00
0900	EXPENSE CONSTANT			160.00
9740	TERRORISM PREMIUM	682,491	0.020000	136.00
Rating Period Total				\$ 2,167.00-
State Total				\$ 4,726.00
Policy Total				\$ 4,726.00

(2025-2026)

Issued Date 07/01/2025
WC990630 (5/98 Ed.)

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5649-01-00-0003141-0004-0010483 GLN_ENDTS



EMPLOYERS PREFERRED INS. CO.
A Stock Company
P.O. BOX 539003
HENDERSON, NV 89053-9003

WORKERS' COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY

Policy Number: EIG 5185628 02
Named Insured: SMITHVILLE WORKFORCE TRAINING
Agent: INS AGENTS ALLIANCE OF TX INC 0003230

SITE LOCATION SCHEDULE

State TX 1
SMITHVILLE WORKFORCE TRAINING
404 FAWCETT ST
SMITHVILLE TX 78957

Issued Date: 07/01/2025
WC990410 (7/06 Ed.)

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5649-01-00-0003141-0005-0010482 GLN_RMTS

EMPLOYERS®

EMPLOYERS PREFERRED INS. CO.
A Stock Company
P.O. BOX 539003
HENDERSON, NV 89053-9003

WORKERS' COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY

Policy Number: EIG 5185628 02

Named Insured: SMITHVILLE WORKFORCE TRAINING

Agent: INS AGENTS ALLIANCE OF TX INC 0003230

ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
TX	WC990405A	(3/07)	INSTALLMENT PAYMENT ENDORSE

Issued Date: 07/01/2025
WC990633 (5/98 Ed.)

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5649-01-00-0003141-0006-0010481 GLN_ENDTS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 04 05 A
(Ed. 3-07)

INSTALLMENT PAYMENT ENDORSEMENT

In addition to the deposit premium shown below as Installment 01, you agree to make the following installment payments on the date specified (if any).

These payments may be revised pursuant to a mid-term analysis of premium based on payrolls which you may be asked to submit to us.

Installment Number	Date Due	Amount
01	07/01/2025	\$4,726.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 02/01/2025 at 12:01 AM standard time, forms a part of
Policy No. EIG 5185628 02 Of the EMPLOYERS PREFERRED INS. CO.
Carrier Code 31283

Issued to SMITHVILLE WORKFORCE TRAINING

Endorsement No.

Premium \$4,726

Countersigned at _____ on _____ By: _____

Authorized Representative

WC 99 04 05 A
(Ed. 3-07)

5649-01-00-0003141-0007-0010480 GLN_ENDTS



POLICY INFORMATION PAGE ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

This endorsement, effective on 02/01/2025 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. EIG 5185628 02
of the EMPLOYERS PREFERRED INS. CO.
issued to SMITHVILLE WORKFORCE TRAINING
404 FAWCETT ST
SMITHVILLE TX 78957

Endorsement No. 001

Authorized Representative

The following item(s)

- | | |
|--|---|
| ☐ Insured's Name WC990629 | ☐ Item 3.A. States WC990629 |
| ☐ Policy Number WC990629 | ☐ Item 3.B. Limits WC990629 |
| ☐ Effective Date WC990629 | ☐ Item 3.C. States WC990629 |
| ☐ Expiration Date WC990629 | ☐ Item 3.D. Endorsement Numbers WC990633 |
| ☐ Insured's Mailing Address WC990629 | ☒ Item 4. * Class, Rate, Other WC990630 |
| ☐ Experience Modification WC990630 | ☐ Interim Adjustment of Premium WC990630 |
| ☐ Producer's Name WC990629 | ☐ Carrier Servicing Office WC990629 |
| ☐ Change in Workplace of Insured WC990631 | ☐ Interstate/Intrastate Risk I.D. Number WC990629 |
| ☐ Insured's Legal Status WC990629 | ☐ Carrier Number WC990629 |

is changed to read:

Updated premium basis and/or class codes for one or more workplaces per Final Audit. Refer to extension of information page.

*Item 4. Changed To: Item 4 is amended per the attached extension schedules & installment schedule

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium

Total Estimated Annual Premium \$4,726

Minimum Premium \$ N/A

Deposit Premium \$ N/A

Issued Date: 07/01/25

0003230 INS AGENTS ALLIANCE OF TX INC

WC 99 06 28 (Ed. 5/98)

5649-01-00-0003141-0002-0010485 GLN_ENDTS

ERRORS + OMISSIONS



Truest Insurance Group
PO Box 821
Smithville TX 78957

Bill To: Smithville Workforce Training
Center
404 FAWCETT ST
SMITHVILLE TX 78957

Invoice: 000047
Invoice Date: 1/29/2025
Due Date: 1/29/2025

Attn: Janice Bruno

Insured Name:	Smithville Workforce Training Center	Policy Number:	MPL5299857.24
Coverage:	EO	Policy Term:	2/3/2025 - 2/3/2026
Billing Effective Date:	2/3/2025	Insurance Company:	HISCOX INS CO INC

Type	Description	Amount
Premium		\$992.00
State Tax	Taxes and Stamping Fees	\$65.63
Broker Fee	Broker Fees	\$500.00
	Total	\$1,557.63
	Paid:	\$0.00
Memo:	Balance Due:	\$1,557.63

Thank you for allowing us to protect you.
At Truest, we are "more than true" to you.
Colossians 3:17

1/29/2025 8:34 AM

1 of 1

**CRC Group**

6640 Carothers Pkwy Suite 230 Franklin, TN 37067 Phone: 615-885-0146 Fax: 615-885-0230

DIRECTORS & OFFICERS
(64 PAGES TOTAL)
PAGES 1-5.

Feb 03, 2025

DO NOT USE!!!!!!!!!! Truest Ins
Truest Insurance Group, LLC
PO Box 821
Smithville, TX 78957

RE: Smithville Workforce Training Center
Policy: NFPTXF168358332003 2/3/2025 to 2/3/2026

Dear

Attached please find the original policy for the above account. Please review and advise if there are any discrepancies or corrections needed.

If you have any questions or need anything further, please do not hesitate to give us a call.

Sincerely,

Lindsey Tredway
Account Executive
Phone: (615) 885-0146
Fax: (615) 885-0230
Email: LTredway@crcgroup.com

Enclosure

Sub#: 13211060

CONFIDENTIAL

CHUBB®

Texas Notice Information and Complaints

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Chubb

To get information or file a complaint with your insurance company or HMO:

Call: Chubb at 1-800-352-4462

Email: ChubbUSCustomerServices@chubb.com

Mail: Chubb Customer Services, PO Box 1000, Philadelphia, PA 19106-3703

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Chubb

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Chubb al 1-800-352-4462

Correo electrónico: ChubbUSCustomerServices@chubb.com

CHUBB®

Texas Notice
Information and Complaints

Dirección postal: Chubb Customer Services, PO Box 1000, Philadelphia, PA 19106-3703

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Westchester ACE Fire Underwriters Insurance Company
A Chubb Company

**NOT-FOR-PROFIT
ORGANIZATION
MANAGEMENT
INDEMNITY PACKAGE
DECLARATION**

A.M. Best Rated A++

This Policy is issued by the stock insurance company listed above ("Insurer").

THE INSURED PERSONS AND ORGANIZATION AND EMPLOYMENT PRACTICES LIABILITY SECTIONS OF THIS POLICY, WHICHEVER ARE APPLICABLE, COVER ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR, IF ELECTED, THE EXTENDED PERIOD AND REPORTED TO THE INSURER PURSUANT TO THE TERMS OF THE RELEVANT COVERAGE SECTION. PLEASE READ THIS POLICY CAREFULLY.

THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED LOSS SHALL NOT BE REDUCED BY AMOUNTS INCURRED FOR COSTS, CHARGES AND EXPENSES UNLESS OTHERWISE PROVIDED HEREIN. AMOUNTS INCURRED FOR COSTS, CHARGES AND EXPENSES AND LOSS SHALL BE APPLIED AGAINST THE RETENTION AND DEDUCTIBLE AMOUNTS. TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO THE APPROPRIATE DEFINITIONS SECTIONS OF THIS POLICY.

Policy Number: NFPTXF168358332-003
Renewal of: NFPTXF168358332-002

Item A. Parent Organization & Principal Address:
Smithville Workforce Training Center
404 Fawcett Street
Smithville, TX 78957

Item B. Policy Period: From **February 3, 2025** to **February 3, 2026**
12:01 a.m. local time at the Principal Address shown in Item A.

Item C. Coverage Section(s):
INSURED PERSONS AND ORGANIZATION

1. Limit of Liability:
 - a. \$1,000,000 aggregate for all **Loss**
 - b. \$1,000,000 additional aggregate for all **Loss** under Insuring Clause A1, subject to 1c immediately below,
 - c. \$2,000,000 maximum aggregate for this Coverage Section
2. Retentions:
 - \$0 each **Claim** under Insuring Clause 1
 - \$500 each **Claim** under Insuring Clause 2
 - \$500 each **Claim** under Insuring Clause 3
3. **Continuity Date:**
02-03-2023

EMPLOYMENT PRACTICES LIABILITY

1. Limit of Liability:
 - \$1,000,000 maximum aggregate for all **Loss** for this coverage section
2. Retention:
 - \$1,000 each **Employment Practices Claim**
 - \$1,000 each **Third Party Claim** (only if 3rd party is selected)
3. **Continuity Date:**
02-03-2023
4. **Third Party**
Included

PF-43511 (07/14)
N

Page 1 of 3

Item D. Premium: \$1,200.00
Total Amount Due: \$1,200.00

Item E. **Discovery Period**

1. One (1) year	75% of the premium set forth in Item D of the Declarations
2. Two (2) years	100% of the premium set forth in Item D of the Declarations
3. Three (3) years	150% of the premium set forth in Item D of the Declarations

As provided in subsection H of the General Terms and Conditions, only one of the above **Discovery Period** options may be elected and purchased.

Item F. **Run-Off Period**

1. One (1) year	75% of the premium set forth in Item D of the Declarations
2. Two (2) years	85% of the premium set forth in Item D of the Declarations
3. Three (3) years	95% of the premium set forth in Item D of the Declarations
4. Four (4) years	105% of the premium set forth in Item D of the Declarations
5. Five (5) years	115% of the premium set forth in Item D of the Declarations
6. Six (6) years	125% of the premium set forth in Item D of the Declarations

As provided in subsection I of the General Terms and Conditions, only one of the above **Run-Off Period** options may be elected and purchased.

Item G. **NOTICE TO INSURER:**
Phone:

800-433-0385 (Business Hours)
800-523-9254 (After Hours)

Please be advised that Financial Lines claims must be reported in writing and cannot be reported by phone. Please refer to your policy for proper reporting procedures.

Mail:
Chubb North America Claims
PO Box 5122
Scranton, PA 18505-0554

FIRST NOTICES FAX:
877-395-0131 (Toll Free)

FIRST NOTICES EMAIL:
ChubbClaimsFirstNotice@Chubb.com

Item H. **Special Event Fund:** \$25,000
unless otherwise amended



STAFF REPORT

MEETING DATE: August 11, 2026

TITLE:

Consider and act on Resolution No. R-2026-120 approving a Hotel Occupancy Tax (HOT) sponsorship in an amount not to exceed \$60,000 to support the 2027 SKIFT Women in Leadership Conference at Hyatt Regency Lost Pines Resort & Spa.

AGENDA ITEM SUBMITTED BY:

Submitted by: Michaela Joyce, Discover Bastrop Director

BACKGROUND/HISTORY:

Hyatt Regency Lost Pines Resort & Spa has requested Hotel Occupancy Tax (HOT) funding to assist in securing the 2027 SKIFT Women in Leadership Conference, scheduled for May 23–26, 2027. The conference is a nationally recognized executive leadership event that attracts senior-level professionals and decision makers from the travel, tourism, hospitality, and business industries.

The proposed event is anticipated to generate:

- Approximately 650–700 contracted room nights
- Peak occupancy of approximately 255 rooms
- Estimated room revenue exceeding \$143,000
- Estimated direct economic activity exceeding \$400,000
- National destination exposure through SKIFT's marketing platform, highlighting both Hyatt Regency Lost Pines Resort & Spa and the Bastrop area.

Unlike previous Hotel Occupancy Tax incentive requests that were primarily intended to secure a group booking, this request includes a destination marketing sponsorship component. As a sponsoring partner, Discover Bastrop will participate onsite throughout the conference, engage directly with travel and tourism industry leaders, promote Bastrop as a destination for future meetings and conferences, and receive destination marketing exposure through SKIFT's national platform. These benefits are intended to generate future convention and tourism business for the City of Bastrop.

Hyatt Regency Lost Pines has advised that multiple entities are contributing financial support to secure the conference, including a \$75,000 contribution from Hyatt Regency Lost Pines Resort & Spa. The requested HOT sponsorship would complement those efforts while providing direct marketing and promotional benefits to the City.

PLOICY EXPLANATION:

HOT Eligibility – Two-Part Test

Under Texas Tax Code Chapter 351, expenditures of Hotel Occupancy Tax revenues must satisfy the statutory two-part test.

Part One – Direct Promotion of Tourism and the Hotel and Convention Industry

The proposed sponsorship directly promotes tourism and the hotel and convention industry by:

- Generating approximately 650–700 overnight room nights;
- Increasing visitation and economic activity within Bastrop;
- Bringing tourism, hospitality, and business leaders to the community;
- Positioning Bastrop as a destination for future meetings, conferences, and group travel; and
- Providing Discover Bastrop the opportunity to directly market the community to meeting planners, tourism professionals, and industry decision makers.

Part Two – Authorized Expenditure Category

The proposed sponsorship qualifies under Texas Tax Code §351.101(a)(3), which authorizes the use of Hotel Occupancy Tax revenues for advertising and conducting solicitations and promotional programs to attract tourists and convention delegates.

Through this sponsorship, Discover Bastrop will actively promote Bastrop as a destination, participate in conference programming and networking opportunities, engage directly with travel industry leaders, and receive destination marketing exposure through SKIFT's national platform. Accordingly, the proposed expenditure satisfies both requirements for an eligible use of Hotel Occupancy Tax revenues under Chapter 351.

FISCAL IMPACT:

Approval of this item authorizes the expenditure of up to \$60,000 from the FY 2026–2027 Hotel Occupancy Tax Fund under the Tourism Incentive Program. Sufficient funds are available.

Funding is contingent upon the availability and appropriation of Hotel Occupancy Tax revenues by the City Council and execution of a sponsorship agreement establishing performance requirements, reporting obligations, and compliance with Texas Tax Code Chapter 351.

RECOMMENDATION:

Michaela Joyce, Discover Bastrop Director, recommends approval of Resolution No. R-2026-120 authorizing a Hotel Occupancy Tax sponsorship in an amount not to exceed \$60,000 for the 2027 SKIFT Women in Leadership Conference.

The proposed expenditure satisfies the requirements of Texas Tax Code Chapter 351 by directly promoting tourism and the hotel and convention industry and qualifying as an authorized expenditure under Texas Tax Code §351.101(a)(3) for advertising and conducting solicitations and promotional programs to attract tourists and convention delegates.

ATTACHMENTS:

1. Resolution No. R-2026-120

RESOLUTION R-2026-120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A HOTEL OCCUPANCY TAX (HOT) SPONSORSHIP FOR THE 2027 SKIFT WOMEN IN LEADERSHIP CONFERENCE AT HYATT REGENCY LOST PINES RESORT & SPA; AUTHORIZING THE EXPENDITURE OF HOTEL OCCUPANCY TAX FUNDS IN AN AMOUNT NOT TO EXCEED \$60,000; FINDING THAT THE EXPENDITURE SATISFIES THE REQUIREMENTS OF TEXAS TAX CODE CHAPTER 351; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Hyatt Regency Lost Pines Resort & Spa has secured the opportunity to host the 2027 SKIFT Women in Leadership Conference, a nationally recognized executive conference expected to generate approximately 650–700 room nights and significant economic activity for Bastrop; and

WHEREAS, the conference will provide Discover Bastrop the opportunity to actively promote Bastrop as a premier meetings and tourism destination through onsite participation, networking with travel industry leaders, and national marketing exposure provided by SKIFT; and

WHEREAS, the City Council finds that this expenditure satisfies the two-part eligibility test required under Texas Tax Code Chapter 351 because:

1. The sponsorship directly promotes tourism and the hotel and convention industry by generating overnight stays and increasing visitation to Bastrop; and
2. The sponsorship qualifies under Texas Tax Code §351.101(a)(3) as an expenditure for advertising and conducting solicitations and promotional programs to attract tourists and convention delegates; and

WHEREAS, the City Council further finds that this sponsorship advances the City's strategic tourism objectives by increasing destination awareness, supporting the local lodging industry, and encouraging future conference and convention business.

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

Section 1: The City Council approves a Hotel Occupancy Tax sponsorship in an amount not to exceed Sixty Thousand Dollars (\$60,000) to support the 2027 SKIFT Women in Leadership Conference.

Section 2: The sponsorship shall be subject to execution of an agreement establishing the sponsorship benefits, promotional obligations, reporting requirements, and compliance with Texas Tax Code Chapter 351.

Section 3: The City Council specifically finds that this expenditure satisfies the two-part test for Hotel Occupancy Tax eligibility by directly promoting tourism and the hotel and convention industry and by qualifying under Texas Tax Code §351.101(a)(3) as an authorized advertising and promotional expenditure.

Section 4: The City's financial obligation under this Resolution shall be contingent upon the availability of eligible Hotel Occupancy Tax revenues and the appropriation of such funds by the City Council. If sufficient HOT funds are unavailable, the City reserves the right to reduce or eliminate the sponsorship amount without further obligation.

Section 5: The City Manager, or designee, is authorized to execute all necessary agreements and documents to implement this Resolution.

Section 6: This Resolution shall take effect immediately upon its adoption.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 11th day of August 2026.

APPROVED:

Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

Denton Navarro Rocha Bernal & Zech, P.C.



STAFF REPORT

MEETING DATE: August 11, 2026

TITLE:

Consider and act to approve the Bastrop City Council minutes from the July 28, 2026 Regular Meeting.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approve the Bastrop City Council minutes from the July 28, 2026 Regular Meeting.

ATTACHMENTS:

- DRAFT July 28 Regular Meeting Minutes

CITY OF BASTROP
BASTROP CITY COUNCIL
REGULAR CITY COUNCIL MEETING MINUTES

Tuesday, July 28, 2026

The Bastrop City Council met in a Regular Meeting at 6:30 p.m. on Tuesday, July 14, 2026, at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

Council Members Present

Mayor Ishmael Harris, Mayor Pro-Tern John Kirkland Council Member Cynthia Meyer Council Member Kerry Fossler Council Member Penny Lowe Council Member Kevin Plunkett

Staff Present

City Manager Sylvia Carrillo-Trevino
Assistant City Manager/ Fire Chief Andres Rosales
City Secretary Michael Muscarello
City Attorney Charlie Zech
Assistant to the City Manager Vivianna Andres
Development Services Director James Cowey Police Chief Vicky Steffanic
Public Information Manager Colin Guerra
Parks & Recreation Director Jason Alfaro

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

Mayor Harris led the Pledge of Allegiance.

3. INVOCATION

Bastrop Police Chaplain Daivid Young delivered the Invocation.

4. PRESENTATIONS

4A. Mayor's Report

4B. Council Members' Report

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

- A. **Historic Preservation Trust**
- B. **Recognition**

4D. **PROCLAMATION – National Health Center Week**

The proclamation was read and signed by Mayor Ishmael Harris.

Mayor Harris moved Items 10C and 9A for action.

Mayor Harris closed the Open Meeting to convene the City Council into Executive (Closed) Session at 7:09 p.m. pursuant to Texas Government Code, Chapter 551 as follows:

10C. **City Council shall convene into a closed executive session pursuant to Texas Local Government Code Section § 551.072 to deliberate the acquisition of real property located on Church Street.**

Mayor Harris reconvened the City Council into the Open Session at 7:39 p.m. and called for any action as a result of Executive Session.

MOTION: Mayor Pro-Tem Kirkland made the motion to give direction to the City Manager to take initial steps to acquire property on Church Street for Historical preservation. Council Member Meyer seconded the motion. Motion carried unanimously.

9A. **Consider and act on the first reading of Ordinance No. 2026-29 amending the proposed budget of Bond 2026 allocation of \$550,000 for the creation of a golf course reduced to \$50,000 as grant matches for potential golf improvements and reallocated the remaining \$500,000 to the creation of an African American Cultural Center and Freedom Colonies Museum to serve as improvements to Kerr Park located at 1304 Walnut Street.**

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

MOTION: Council Member Plunkett moved to approve the first reading of Ordinance No. 2026-29 with the amendment that a stipulation be added that residual funds from the Quality of Life Bond be reallocated to the golf course up to \$50000.00. Council Member Meyer seconded the motion. Motion carried unanimously.

4E. **Fiscal Year 2027 Community Asset Funding Presentations**

- **Bastrop African American Cultural Center**

- **Bastrop County Historical Society Museum**
- **Bastrop County Historical Society Visitor Center**
- **Bastrop Opera House**
- **Kerr Community Center**
- **Lost Pones Art Center**

5. WORK SESSIONS / BRIEFINGS

5A. Fiscal Year 2027 Proposed Draft Budget

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

5B. Provide an update to the City Council regarding ongoing resident complaints at the Settlement Apartments.

6. STAFF AND BOARD REPORTS – NONE

6A. Monthly Financial Report - June 2026 (unaudited)

Submitted by: Judy Sandroussi, Finance Director

7. CITIZEN COMMENT(S)

Citizen(s) addressing the City Council on an item, not on the agenda: None

Citizen(s) addressing the City Council on and item, on the agenda: Tommy Claiborne, Adrienne Haschke, Lee Ann Calaway, Robbie Sanders.

Mayor Harris called for requests to remove any item from the Consent Agenda for separate discussion. Council Member Plunkett pulled Item 8G to be presented to Council.

8. CONSENT AGENDA

8A. Consider and act to approve the second reading of Ordinance No. 2026-21, amending the operating and capital budget for the Fiscal Year 2026 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date.

Submitted by: Judy Sandroussi, Finance Director

- 8B. **Consider and act on the second reading of Ordinance No. 2026-20 to amend Chapter 10 of the Code of Ordinances, Subdivisions, as shown in Exhibits A-C.**

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

- 8C. **Consider and act on the second reading of Ordinance No. 2026-23 to amend Chapter 14 of the Code of Ordinances, Bastrop Development Code (BDC), as shown in Exhibits A-H.**

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

- 8D. **Consider and act to approve the second reading of Ordinance No. 2026-25 of the City Council of the City of Bastrop, Texas approving the Fiscal Year 2027 Annual Service Plan Update, including provisions related to assessments for the Valverde Public Improvement District; approving a Fiscal Year 2026 - 2027 assessment roll for the District.**

Submitted by: Judy Sandroussi, Finance Director

- 8E. **Consider and act on the second reading of Ordinance No. 2026-26 to amend Chapter 14 of the Code of Ordinances with the addition of Section 14.09.016, entitled "Liability for Adversely Affecting Historic Structure or Property," related to historic structures, by adopting enforcement provisions consistent with Texas Local Government Code Chapter 315 Section 006.**

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

- 8F. **Consider and act on the first reading of Ordinance No. 2026-30 amending Chapter 14, Section 9.002 Historic Landmark Commission by amending the appointment from Planning and Zoning Commission to be a non-voting ex-officio member, and that members should be residents of the city.**

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

- 8G. **Consider and act on Resolution No. R-2026-112, ordering a November 3, 2026 Local Option Election for the legal sale of alcoholic beverages within the territory annexed into the City of Bastrop that retained its dry status following the City's 2005 Local Option; and providing for the election to be held as a joint election with Bastrop County.**

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

- 8H. **Consider and act to approve Resolution No. R-2026-111 amending the City Council Rules of Procedure for the City Council and Boards & Commissions to keep up with new guidelines for public comment.**

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

- 8I. **Consider and act on Resolution No. R-2026-116 to support the submission of public art to be installed in the form of a mural at the underpass located on Highway 71 and College Street.**

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

- 8J. **Consider and act to approve Resolution No. R-2026-114, awarding a contract, attached as Exhibit A, for the installation of holiday lighting to Decor IQ in the amount of Two Hundred Thirteen Thousand Two Hundred Forty-Two and 22/100 Dollars (\$213,242.22) authorizing the City Manager to execute all necessary documents.**

Submitted by: Jason Alfaro, Director of Parks and Recreation

- 8K. **Consider and act on Resolution No. R-2026-115 amending the agreement between the City of Bastrop and the Bastrop Economic Development Corporation (BEDC) by extending the time of the agreement for twenty-four months, allowing commercial use in the interim, and payment of rents collected be paid to the BEDC.**

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

- 8L. **Consider and act on the first reading of Resolution No. R-2026-113, authorizing the Bastrop Economic Development Corporation's \$25,000 expenditure for professional services with Career Tracks and giving the City Manager signature authority to execute the Professional Services Agreement and moving to include the Second Reading on the August 11th Consent Agenda.**

Submitted by: Jill Strube, Ph.D., Business and Community Development Manager (BEDC)

- 8M. **Consider and act to approve the Bastrop City Council minutes from the July 10, 2026, Special Meeting and the July 14, 2026, Regular Meeting.**

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

MOTION: Mayor Pro-Tem Kirkland moved to approve the remaining consent agenda as presented. Council Member Plunkett seconded the motion. Motion carried unanimously.

* * * *

- 8G. **Consider and act on Resolution No. R-2026-112, ordering a November 3, 2026 Local Option Election for the legal sale of alcoholic beverages within the territory annexed into the City of Bastrop that retained its dry status following**

the City's 2005 Local Option; and providing for the election to be held as a joint election with Bastrop County.

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

MOTION: Council member Plunkett moved to approve Resolution No. R-2026-112 as presented. Mayor Pro-Tem Kirkland seconded the motion. Motion carried unanimously.

9. ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. **Consider and act on the first reading of Ordinance No. 2026-29 amending the proposed budget of Bond 2026 allocation of \$550,000 for the creation of a golf course reduced to \$50,000 as grant matches for potential golf improvements and reallocated the remaining \$500,000 to the creation of an African American Cultural Center and Freedom Colonies Museum to serve as improvements to Kerr Park located at 1304 Walnut Street.**

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

10. EXECUTIVE SESSION

Mayor Harris closed the Open Meeting to convene the City Council into Executive (Closed) Session at 9:25 p.m. pursuant to Texas Government Code, Chapter 551 as follows:

- 10A. City Council shall convene into a closed executive session pursuant to Texas Local Government Code Section §551.071 to consult with the Attorney regarding the agreement related to The Hill. (Not addressed and removed).**
- 10B. City Council shall convene into a closed executive session pursuant to Texas Local Government Code Section § 551.087 to deliberate regarding Economic Development with Pearl River, the developer for Sendero.**
- 10C. City Council shall convene into a closed executive session pursuant to Texas Local Government Code Section § 551.072 to deliberate the acquisition of real property located on Church Street.**

Mayor Harris reconvened the City Council into the Open Session at 9:42 p.m. and called for any action as a result of the Executive Session.

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

Council gave direction for the City Manager to continue negotiations with Pearl River, the developer for Sendero.

12. ADJOURNMENT

Upon receiving a motion duly made and a second to adjourn, Mayor Harris adjourned the July 28th Regular Meeting at 9:43 p.m.

CITY OF BASTROP, TEXAS

Ishmael Harris, Mayor

Michael Muscarello, TRMC, CMC, CPM
City Secretary



STAFF REPORT

MEETING DATE: August 11, 2026

TITLE:

Consider and act on the first reading of Ordinance No. 2026-28 establishing rules for connecting private solar panels and other small power-generating systems to the Bastrop Power & Light electric grid.

AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

The City of Bastrop, Texas, operates an electric distribution utility for the benefit of the citizens and customers of the utility. The City Council of the City of Bastrop, Texas, wishes to promote the use of renewable sources of energy.

The Public Utility Regulatory Act, TEX. UTIL. CODE ANN. § 31.005 (Vernon 1998 & Supp. 2005) (PURA) authorizes and encourages electric utilities to establish customer option programs that encourage the reduction of air contaminant emissions including distributed energy generation technology. Also, the Public Utility Regulatory Act, TEX. UTIL. CODE ANN § 39.101 (b)(3) (Vernon 1998 & Supp. 2005) (PURA) entitles all Texas electric customers to access to on-site distributed generation.

The Public Utility Regulatory Act, TEX. UTIL. CODE ANN § 39.916 (Vernon 1998 & Supp. 2005) (PURA) authorizes the interconnection and parallel operation of Distributed Renewable Generation with electric utilities, specifies requirements for same, and requires the Public Utility Commission of Texas to promulgate rules and regulations for same. The Public Utility Commission of Texas has promulgated rules and regulations regarding the interconnection and parallel operation of Distributed Generation facilities with electric utilities as P.U.C. SUBST. R. 25.211, 25.212 and 25.217.

Unauthorized, inadequately protected, or substandard Distributed Generation equipment that is interconnected or operated in parallel to the electric distribution system can pose a safety hazard to City of Bastrop Electric Department personnel and to other persons, as well as can interfere with the quality and reliability of service to other customers.

The City Council, after careful consideration of the matter, hereby finds and declares that allowing the interconnection and parallel operation of Distributed Generation facilities within the City of Bastrop electric system under carefully controlled and managed conditions to provide for the safety and non-interference with the quality and reliability of service to other customers is in the best interests of the general welfare of the City and its residents.

The City Council, after careful consideration of the matter, hereby finds and declares that the requirements and conditions put forth herein for the interconnection and parallel operation of Distributed Generation facilities within the City of Bastrop electric system are necessary to protect the health and safety of the City, its employees and residents, are necessary to protect the quality and reliability of the electric distribution system, are equitable, and do not impose an unfair burden on the owners and users of Distributed Generation facilities:

There is no direct fiscal impact to the City. Under the Agreement, neither party shall be reimbursed by the other for costs incurred pursuant to the Agreement, except as specifically agreed for particular incidents. The parties will cooperate in seeking reimbursement from private, state, or federal authorities when opportunities present themselves.

RECOMMENDATION:

Authorize the approval of Ordinance 2026-28.

ATTACHMENTS:

1. Ordinance No. 2026-28
2. Draft Bastrop Power & Light Solar Panel and Distributed Generation Information and Application Packet

ORDINANCE NO. 2026-28

AN ORDINANCE ESTABLISHING THE REQUIREMENTS FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION FACILITIES WITHIN THE CITY OF BASTROP ELECTRIC SYSTEM AND PROHIBITING INTERCONNECTION AND/OR PARALLEL OPERATION OF DISTRIBUTED GENERATION WITHOUT COMPLIANCE WITH THIS ORDINANCE AND ESTABLISHING PENALTIES FOR FAILURE TO COMPLY; REPEALING ALL RELATED ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PRESCRIBING AN EFFECTIVE DATE AND ESTABLISHING PENALTIES FOR FAILURE TO COMPLY PROVIDING FOR A PENALTY OF NOT MORE THAN \$1,000 (ONE THOUSAND DOLLARS) PER VIOLATION.

WHEREAS, The City of Bastrop, Texas operates an electric distribution utility for the benefit of the citizens and customers of the utility; and

WHEREAS, The City of Bastrop, Texas wishes to promote the use of renewable sources of energy; and

WHEREAS, The Public Utility Regulatory Act, TEX. UTIL. CODE ANN. § 31.005 (Vernon 1998 & Supp. 2005) (PURA) authorizes and encourages electric utilities to establish customer option programs that encourage the reduction of air contaminant emissions including distributed energy generation technology; and

WHEREAS, The Public Utility Regulatory Act, TEX. UTIL. CODE ANN § 39.101 (b)(3) (Vernon 1998 & Supp. 2005) (PURA) entitles all Texas electric customers to access to on-site distributed generation; and

WHEREAS, The Public Utility Regulatory Act, TEX. UTIL. CODE ANN § 39.916 (Vernon 1998 & Supp. 2005) (PURA) authorizes the interconnection and parallel operation of Distributed Renewable Generation with electric utilities, specifies requirements for same, and requires the Public Utility Commission of Texas to promulgate rules and regulations for same; and

WHEREAS, The Public Utility Commission of Texas has promulgated rules and regulations regarding the interconnection and parallel operation of Distributed Generation facilities with electric utilities as P.U.C. SUBST. R. 25.211, 25.212 and 25.217; and

WHEREAS, Unauthorized, inadequately protected, or substandard Distributed Generation equipment that is interconnected or operated in parallel to the electric distribution system can pose a safety hazard to City of Bastrop Electric Department personnel and to other persons; and

WHEREAS, Unauthorized, inadequately protected, or substandard Distributed Generation equipment that is interconnected or operated in parallel to the electric distribution system can interfere with the quality and reliability of service to other customers; and

WHEREAS, The City Council, after careful consideration of the matter, hereby finds and declares that allowing the interconnection and parallel operation of Distributed Generation facilities within the City of Bastrop electric system under carefully controlled and managed conditions to provide for the safety and non-interference with the quality and reliability of service to other customers is in the best interests of the general welfare of the City and its residents; and

WHEREAS, The City Council, after careful consideration of the matter, hereby finds and declares that

the requirements and conditions put forth herein for the interconnection and parallel operation of Distributed Generation facilities within the City of Bastrop electric system are necessary to protect the health and safety of the City, its employees and residents, are necessary to protect the quality and reliability of the electric distribution system, are equitable, and do not impose an unfair burden on the owners and users of Distributed Generation facilities:

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

- 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 To the Bastrop Code of Ordinances, Chapter 13 , Article 13.07.** Chapter 13, Article 13.07, Section 13.07.007 “Distributed Generation” is hereby amended and shall read in accordance with Exhibit “A” which is attached for all intents and purposes.
- 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 in the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.
- Section 6.** **Effective Date.** This Ordinance shall take effect on October 1, 2026, and 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.
- 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 Meeting Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ & ACKNOWLEDGED on First Reading on this 11th day of August, 2026.

READ & ACKNOWLEDGED on Second Reading on this 25th day of August, 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

DISTRIBUTED GENERATION

1. GENERAL PROVISIONS

- 1.1. **Intent.** This article is intended to provide for the orderly, safe and effective interconnection and parallel operation of distributed generation facilities within the City of Bastrop electric system's Certificate of Convenience and Necessity (CCN) by customers of the City of Bastrop Electric Utility.
- 1.2. **Authority.** The City is authorized to enact this article by the Tex. Util. Code Ann. § 31.005, which authorizes and encourages electric utilities to establish customer option programs that encourage the reduction of air contaminant emissions including distributed energy generation technology. Also, Tex. Util. Code Ann § 39.101 (b)(3) entitles all Texas electric customers access to on-site distributed generation. Finally, Tex. Util. Code Ann § 39.916 authorizes electric utilities to establish requirements for and allow the interconnection and parallel operation of distributed renewable generation and requires the Public Utility Commission of Texas to promulgate rules and regulations for the implementation of interconnection and parallel operation of distributed renewable generation.
- 1.3. **Definitions.** As used in this article, the following words and terms shall have the meanings as set forth below:
 - **City contact person:** The person or persons designated by the City Manager to serve as the City's contact for all matters related to distributed generation interconnection.
 - **City Manager:** The City Manager and/or his/her duly authorized representative.
 - **Commission:** The Public Utility Commission of Texas.
 - **Customer:** A person or entity interconnected to the City's electric system for the purpose of receiving or exporting electric power from or to the City's electric system.
 - **Distributed Generation Agreement:** An agreement between a customer and the City that sets forth the contractual conditions under which a company and a customer agree that one or more facilities may be interconnected with the City's electric system.
 - **Distributed Generation Application:** The form of application of a customer seeking interconnection and parallel operation of distributed generation with the City's electric system.
 - **Distributed generation (DG):** An electrical generating facility located at a customer's point of delivery (point of common coupling) of ten (10) megawatts (MW) or less and connected at a voltage less than sixty (60) kilovolts (kV) which may be connected in parallel operation to the City's electric system.
 - **Distributed generation owner:** An owner of distributed generation, the customer on whose side of the meter distributed generation is installed and operated, regardless of whether the customer takes ownership of the distributed generation, or a person who by contract is assigned ownership rights to energy produced from distributed generation located at the premises of the customer on the customer's side of the meter.
 - **ERCOT:** The Electric Reliability Council of Texas, Inc. or successor independent organization under PURA §39.151 for the power region to which the City's system is connected.
 - **Interconnection:** The physical connection of distributed generation to the utility system in

accordance with the requirements of this article so that parallel operation can occur.

- **Manual disconnect device:** A manual disconnect switch at the Point of Interconnection that provides clear indication of the switch position, and when in the open position isolates the distributed generation from load unrelated to generation of electricity or operation of the facility.
- **Network service:** Two or more utility primary distribution feeder sources electrically tied together on the secondary (or low voltage) side to form one power source for one or more customers. The service is designed to maintain service to the customers even after the loss of one of these primary distribution feeder sources.
- **Parallel operation:** The operation of distributed generation while the customer is connected to the City's electric system.
- **Point of Interconnection** (point of service; point of common coupling): The point where the electrical conductors of the City's utility system are connected to the customer's conductors and where any transfer of electric power between the customer and the utility system takes place, such as a switchgear near the meter.
- **Pre-certified equipment:** A specific generating and protective equipment system or systems that have been certified as meeting the applicable parts of this article relating to safety and reliability by an entity approved by the commission.
- **Pre-interconnection study:** A study or studies that may be undertaken by the City in response to its receipt of a completed DG Application. Pre-interconnection studies may include, but are not limited to, service studies, coordination studies and utility system impact studies.
- **Stabilized:** the City's electric system is considered stabilized when, following a disturbance, the system returns to the normal range of voltage and frequency for a duration of two minutes or a shorter time as mutually agreed by the City and the customer.

1.4. Applicability.

- 1.4.1. This article applies to all persons or entities that desire to interconnect or operate in parallel a distributed generation system within the City of Bastrop electric system.

1.5. Application and agreement required

- 1.5.1. Before a person or entity may interconnect or operate in parallel a distributed generation system within the City of Bastrop electric system, that person or entity must apply to City of Bastrop by completing a City of Bastrop DG Application form (Exhibit A) and execute a DG Agreement (Exhibit B) with City of Bastrop that establishes the terms and conditions for the interconnection and parallel operation of the distributed generation system.
- 1.5.2. The City Manager has the authority to execute Agreements with Customers for the interconnection and parallel operation of distributed generation within the City of Bastrop electric system in accordance with this DG Ordinance, DG Agreement and in accordance with all applicable City codes and applicable state and federal laws and regulations.
- 1.5.3. The interconnection shall not be energized prior to the execution of the DG Agreement.

1.6. Registration with ERCOT.

- 1.6.1. Distributed Generation with installed capacity greater than 1 MW, which exports energy into the City's Electric Distribution System, is required to be registered with ERCOT.

1.7. Utility contact person.

- 1.7.1. The City of Bastrop contact person or persons for all matters related to distributed generation interconnection is provided on the City's DG customer information materials and the City's web site.
- 1.7.2. The designated City of Bastrop DG contact person shall review applications for distributed generation with attached technical documentation and determine compliance with the City of Bastrop technical requirements for interconnection and parallel operation of distributed generation.
- 1.7.3. When City of Bastrop is satisfied that the customer has complied with the application requirements and that the DG system complies with the technical requirements for interconnection and parallel operation of distributed generation, the City of Bastrop DG contact person shall recommend to the City Manager that a DG Agreement be executed with the Customer for the interconnection and parallel operation of distributed generation.

2. TECHNICAL REQUIREMENTS

2.1. General requirements.

- 2.1.1. All DG interconnections shall comply with PUC SUBST. R. 25.212 and successors. In addition, all DG interconnections shall comply with applicable state and federal laws and regulations.
- 2.1.2. All DG interconnections shall comply with local building and electric codes. Building codes are enforced by the City of Bastrop City Manager or his/her designee. Installation of all interconnections shall be inspected by City of Bastrop to ensure compliance with City of Bastrop DG specifications and requirements. Inspection and approval of the installation by City of Bastrop is a condition of interconnection and parallel operation of distributed generation.
- 2.1.3. Variations from the technical requirements must be reviewed and approved by City of Bastrop prior to implementation. Variations in the Point of Interconnection must be approved and included in the DG Agreement approved by the City Manager.

2.2. Protection of line workers and City's system.

- 2.2.1. The distributed generation facility must have an interrupting device capable of interrupting the maximum available fault current, an interconnection disconnect device, a generator disconnect device, an over-voltage trip, an under-voltage trip, an over/under frequency trip and a manual or automatic synchronizing check (for facilities with stand-alone capability).

2.3. Manual disconnect device.

- 2.3.1. The customer shall provide and install a manual load break switch that provides clear indication of the manual disconnect position at the Point of Interconnection to provide separation between the City of Bastrop electrical system and the customer's electrical generationsystem. The manual disconnect shall be located within 50 feet and in sight of the electric meter. The manual disconnect device shall be readily accessible to City of Bastrop personnel at all times, and capable of being locked in the open position with a City of Bastrop padlock. City of Bastrop reserves the right to open the disconnect switch isolating the customer's electrical

generating system (which may or may not include the customer's load) from City of Bastrop electrical system for the following reasons:

- 2.3.1.1. To facilitate maintenance or repair of the City of Bastrop electrical system.
- 2.3.1.2. When emergency conditions exist on the City of Bastrop electrical system.
- 2.3.1.3. When the customer's electrical generating system is determined to be operating in a hazardous or unsafe manner or unduly affecting the City of Bastrop electrical system waveform.
- 2.3.1.4. When the customer's electrical generating system is determined to be adversely affecting other electric consumers on the City of Bastrop electrical system.
- 2.3.1.5. Failure of the customer to comply with applicable codes, regulations and standards in effect at the time.
- 2.3.1.6. Failure of the customer to abide by any contractual arrangement or operating agreement with City of Bastrop.

2.4. Power Quality Specifications / Requirements:

- 2.4.1. Voltage – The customer shall provide an automatic method of disconnecting generation equipment from the City of Bastrop electrical system within 10 cycles should a voltage deviation greater than +5% or -10% from normal be sustained for more than 30 seconds (1800cycles) or a voltage deviation greater than +10% or -30% from normal be sustained for more than 10 cycles. If high or low voltage complaints or flicker complaints result from the operation of the customer's electrical generation, the customer's generating system shall be disconnected until the problem is resolved.
- 2.4.2. Frequency – City of Bastrop shall endeavor to maintain a 60-hertz nominal frequency on the electrical system. The customer shall provide an automatic method of disconnecting generation equipment from the City of Bastrop electrical system within 15 cycles should a deviation in frequency of +0.5Hz or -0.7Hz from normal occur.
- 2.4.3. Harmonics – In accordance with IEEE 519, the total harmonic distortion (THD) of voltage shall not exceed 5% of a pure sine wave of 60-hertz frequency or 3% of the 60-hertz frequency for any individual harmonic when measured at the Point of Interconnection with the City of Bastrop electrical system. Also, the total current distortion shall not exceed 5% of the fundamental frequency sine wave. If harmonics beyond the allowable range result from the operation of the customer's electrical generation, the customer's generating system shall be disconnected until the problem is resolved.
- 2.4.4. Flicker – The distributed generation facility shall not cause excessive voltage flicker on the City of Bastrop electrical system. This flicker shall not exceed 3% voltage dip, in accordance with IEEE 519 (Section 10.5), as measured at the Point of Interconnection.
- 2.4.5. Power factor – The customer's electrical generation system shall be designed, operated and controlled at all times to provide reactive power requirements at the Point of Interconnection from 0.97 lagging to 0.95 leading power factor. Induction generators shall have static capacitors that provide at least 97% of the magnetizing current requirements of the induction generator

field. City of Bastrop may, in the interest of safety, authorize the omission of capacitors. However, where capacitors are used for power factor correction, additional protective devices may be required to guard against self-excitation of the customer's generator field.

2.5. Loss of Source:

2.5.1. The customer shall provide approved protective equipment necessary to immediately, completely and automatically disconnect the customer's electrical generation equipment from the City of Bastrop electrical system in the event of a fault on the customer's system, a fault on the City of Bastrop system or loss of source on the City of Bastrop system. Such protective equipment shall conform to the criteria specified in UL 1741 and IEEE 1547. The customer's generating system shall automatically disconnect from the grid within 10 cycles if the voltage on one or more phases falls and stays below 70% of nominal voltage for at least 10 cycles. The automatic disconnecting device may be of the manual or automatic reclose type and shall not be capable of reclosing until after the City of Bastrop service voltage and frequency are restored to within the normal operating range and the system is stabilized.

2.6. Coordination and Synchronization

2.6.1. The customer shall be solely responsible for coordination and synchronization of the customer's electrical generating system with all aspects of the City of Bastrop electrical system, and the customer assumes all responsibility for damage or loss that may occur from improper coordination and synchronization of its generating system with the City of Bastrop electrical system.

2.7. Metering

2.7.1. The actual metering equipment required, its voltage rating, number of phases and wires, size, current transformers, number of input and associated memory is dependent upon the type, size and location of the electric service provided. Customer shall pay for the installation of the data recorder (meter) that is capable of measuring the "KWh Delivered" (energy delivered to the Customer) and the "KWh Received" (energy received by the City of Bastrop Electric Distribution System) in intervals established by the City of Bastrop, using a single meter design to meter incoming and outgoing voltage.

2.7.2. The City may waive this fee if a standard electric meter can be programmed or configured to support the required measurements and functionality.

2.8. Pre-Interconnection Study

2.8.1. The City of Bastrop may perform pre-interconnection studies, which shall include service study, coordination study, and utility system impact study, as needed and determined in the sole discretion of City. In instances where such studies are deemed necessary, the scope of such studies shall be based on the characteristics of the particular distributed generation facility to be interconnected and the City's distribution system at the specific proposed location. The City may charge Customer fees for Pre-Interconnection Studies that recover the costs of performing such studies. Any modifications or additions to the City's Electric System identified through the study as required for the safe and reliable interconnection of Customer's facility shall be solely at the Customer's expense. Customer shall not acquire any ownership in such modifications or additions to City's Electric System.

2.8.2. City of Bastrop will determine whether a pre-interconnection study is necessary, based on relevant engineering factors including the output of the system, the location of the system and other City of Bastrop distribution system factors. If the pre-interconnection study is deemed necessary, City of Bastrop shall perform the study under reasonable terms and conditions agreed upon by both the customer and City of Bastrop and at the customer's sole expense. No study fee will be charged if the proposed generation site is not on a networked secondary and if all of the following apply:

2.8.3. Proposed generation equipment is pre-certified

2.8.3.1. Generation equipment that are less than 20 kW AC shall be considered pre-certified if system meets appropriate codes and standards provided by NESC (National Electrical Safety Code), ANSI (American National Standards Institute), IEEE (Institute of Electrical and Electronic Engineers), NEC (National Electric Code), UL (Underwriter's Laboratory), technical requirements and local building codes and other applicable ordinances in effect at the time of the installation of the DG system.

2.8.3.2. Proposed generation system does not expect to export more than 15% of total load on the feeder.

2.8.3.3. Proposed generation system does not contribute more than 25% of the maximum possible short circuit current of the feeder.

2.9. Protection

2.9.1. The distributed generation facility must have interrupting devices capable of interrupting the maximum available fault current, an interconnection disconnect device, a generator disconnect device, an over-voltage trip, an under-voltage trip, an over/under frequency trip and a manual or automatic synchronizing check (for facilities with standalone capability). Facilities rated over 10kW, three phase, must also have reverse power sensing and either a ground over-voltage or a ground over-current trip depending on the grounding system. Grounding shall be done in accordance with UL 1741, IEEE 1547 and NEC Article 250.

2.10. Inverters:

2.11.1.1. Line-commutated inverters do not require synchronizing equipment.

2.11.1.2. Self-commutated inverters require synchronizing equipment.

2.11. Standards

2.12.1. The distributed generation equipment shall be designed, installed, operated and maintained in accordance with, but not limited to, ANSI standards, UL standards, IEEE standards, the National Electrical Code, ERCOT Operating Guides and any other applicable local, state or federal codes and statutes. In the case of a conflict between the requirements in this document and any of those standards or codes, this document shall prevail.

2.12. Violations

2.13.1. Any person violating this DG ordinance by interconnecting distributed generation to the City of Bastrop electric system without a complete DG Application and executed DG Agreement shall have the DG system disconnected from the City of Bastrop electric distribution system, until all violations have been corrected to the satisfaction of City of Bastrop. Any violation of this

ordinance is a class C misdemeanor and subject to a fine in an amount not to exceed the maximum amount for such a violation as established by the State of Texas.



***Exhibit B: Distributed Generation
Interconnection Application***

APPLICATION AND CUSTOMER INFORMATION

This application is for the coordination of interconnection of a distributed generation (DG system) between "Customer", the City of Bastrop and the electrician / contractor doing the proposed work. The following needs to be filled out completely and clearly.

Date	
First Name (Customer)	
Last Name (Customer)	
Account Number	
Premise Type	☐ Residential ☐ Commercial ☐ Industrial ☐ Other
Phone	
Email	
Installation Address (physical address)	

DG SYSTEM INFORMATION

Total Nameplate Rating (kW)		Over 50 kW? ☐ Yes ☐ No
(If Solar DG) Panel Manufacturer		
Inverter Manufacturer		
Do you plan to export power?	☐ Yes ☐ No	
Does system have a battery backup?	☐ Yes ☐ No	
IEE and/or UL Certification(s) (list all or attach documentation)		
Please provide the system engineering and/or manufacturers drawings and specifications	☐ System one-line diagram ☐ Additional system documentation	

INFORMATION PREPARED AND SUBMITTED BY

License Number (Master Electrician, Electrical Engineer, or Homestead Owner)	
Company Name	
Phone	
Email	
Project Contact Person	
Signature	
Date	

NOTES TO APPLICANT

1. It is understood that permit charges must be paid in accordance with City of Bastrop permitting and inspection requirements.
2. Charges will be available after application has been reviewed. Charges are required to be paid and application for service be made prior to issuance of permit.
3. If work has not been completed within a 180-day period – the application will be voided.
4. **ALLOW A MINIMUM OF TEN WORKING DAYS FOR PROCESSING**
5. Return to City of Bastrop Building Code Department; City of Bastrop, Texas

INTERNAL / OFFICE USE ONLY:

WO# _____



Exhibit B: Distributed Generation Agreement

**FOR THE INTERCONNECTION AND PARALLEL
OPERATION OF DISTRIBUTED GENERATION IN
THE CITY OF BASTROP ELECTRIC SYSTEM**

THIS AGREEMENT is entered into by and between the City of Bastrop (CITY) and _____ Customer (Customer).

City of Bastrop owns and operates a municipal electric utility engaged in the distribution of electricity serving the City of Bastrop and portions of Bastrop County, Texas; and Customer intends to construct, own, operate, maintain and connect to the City of Bastrop electric distribution system, a Distributed Generation system less than 10MW in size (the DG System) at address:

_____; and the parties hereto wish to contract for the purchase and sale of the electrical output from the DG System, and the terms of its interconnection with the City of Bastrop electric distribution system. THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereby contract and agree with each other as follows:

Article 1.0 | Effective Date

This Agreement shall be effective as of the date of execution by the latter of the two parties (the Effective Date) and, subject to the other terms of this Agreement, shall continue in effect for a period of one year, and month to month thereafter.

Article 2.0 | Location of DG System

The DG System will be installed at Customer's premises at the address specified above. The DG System shall not have a generation capacity greater than 10 MW. Customer shall install, operate and maintain the DG System in full and faithful compliance with all applicable federal, state and local laws, ordinances, rules and regulations, and generally accepted industry codes and standards, including, the most recently adopted by the City of Bastrop National Electrical Safety Code and National Electrical Code. Customer shall promptly notify CITY upon receipt of any citation or other official notice of alleged violation of laws, ordinances, rules and regulations concerning the DG System.

Article 3.0 | Customer Provided Information

Customer warrants and represents that:

- 1) The information regarding the characteristics of the DG System are as specified in the Application for Interconnection and Parallel Operation of Distributed Generation with the CITY Electric system filed by the Customer with CITY;
- 2) The DG System and associated other electrical components and devices meet the City of Bastrop's most recently adopted National Electrical Code standards;
- 3) All permits, inspections, approvals, and/or licenses necessary for the installation or operation of the DG System have been obtained. The DG System has been successfully tested to UL 1741 and IEEE 1547 standards or has been satisfactorily tested by an independent laboratory with published results.
- 4) Customer shall provide manufacturer's data or other written proof acceptable to CITY to verify the accuracy of the foregoing warranties and representations. If any of foregoing warranties and representations are inaccurate, CITY may, without waiver of or prejudice to any other remedy, immediately disconnect the DG system from the CITY electric system and terminate this agreement.

Article 4.0 | Energy Purchases

CITY will purchase from Customer and Customer will sell exclusively to CITY the electrical output from the DG system that is “received” by the CITY Distribution System. During the term of this Agreement, Customer shall exclusively purchase from CITY its requirements of electric energy above the amounts generated by the DG system.

Article 5.0 | Rate for Energy Received by the CITY

The CITY shall pay Customer for the “KWh Received” (energy received by the CITY’S Distribution System) at the “Avoided Cost of Generation Rate” (ACGR). The ACGR is calculated based on the CITY’S power supply costs, which can be obtained from the CITY. The inputs to the calculation are derived from the CITY’S wholesale electric energy provider(s) monthly invoices. The CITY reserves the right to amend the ACGR at any time.

Article 6.0 | Monthly Distributed Generation System Capacity Charge

There will be, in addition to the minimum monthly bill requirements under the applicable service rate schedule(s), a Customer Distributed Generation System Capacity Charge (DGSCC) service charge per DG System nameplate kW per month as adopted in the Master Fee Schedule. The DG System Capacity charge is not associated with the export of energy to the CITY distribution system.

Article 7.0 | Metering

At the point of customer / premise interconnection, the CITY will provide a standard data recorder (meter) that can measure the “KWh Delivered” and the “KWh Received” in intervals established by the CITY. If special (non-standard) metering is required, the CITY will identify this requirement and any cost to the customer prior to approval of the DG Application.

Article 7.0 | Interconnection Study

The CITY will determine whether an interconnection study is necessary, based on relevant engineering factors including the output of the system, the location of the system and other CITY distribution system factors. Interconnection studies, include service study, coordination study, and utility system impact study, as needed and determined in the sole discretion of CITY. If the interconnection study is deemed necessary, the CITY shall perform the study under reasonable terms and conditions agreed upon by both the customer and CITY and at the customer's sole expense.

Any modifications or additions to the CITY’S Electric system identified through the interconnection study as required for the safe and reliable interconnection of Customer’s facility shall be solely at the Customer’s expense. Customer shall not acquire any ownership in such modifications or additions to CITY’S distribution system.

The interconnection study may conclude the proposed system may not be approved / authorized by the CITY. In such cases, the CITY will make the study available to the customer and may also offer recommendations for modifications that could result in authorization to proceed with a revised system.

No study fee will be charged if the proposed generation site is not on a networked secondary and if all of the following apply:

- 1) The proposed generation equipment is pre-certified. Generation equipment that are less than 20 kW AC shall be considered pre-certified if a UL 1741 listed inverter that also meets IEEE 1547

specifications is used. For solar PV installations, to be pre-certified system must have UL 1703 listed PV modules, and

- 2) The proposed generation system does not expect to export more than 15% of total load on the feeder, and
- 3) The proposed generation system does not contribute more than 25% of the maximum possible short circuit current of the feeder.

Article 8.0 | Customer Responsibilities

Customer shall be solely responsible for the design, installation, operation, maintenance, and repair of the DG System and Customer's interconnection facilities. The interconnection of the DG System to the CITY electrical system shall comply with the Public Utility Commission of Texas Substantive Rules §25.212 relating to Technical Requirements for Interconnection and Parallel Operation of On-Site Distributed Generation, (16 Texas administrative Code §25.212) or any successor rule addressing distributed generation. CITY shall inspect the DG System and the interconnection equipment. All costs to interconnect with the CITY electric system shall be the responsibility of Customer. CITY shall not be required to take or pay for any energy generated by the DG System until the DG System successfully passes CITY'S Field Inspection and Customer shall have reimbursed CITY for all its interconnection costs. Maintenance of the DG System shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule.

Article 9.0 | CITY Right to Curtail DG Interconnection

CITY shall not be obligated to accept and shall have the right to require Customer to temporarily curtail, interrupt, or reduce, deliveries of energy in order to construct, install, maintain, repair, replace, remove, investigate, inspect, or test any part of the interconnection facilities, equipment, or any part of the CITY electric system. CITY may disconnect, without notice, the DG System from the electric distribution system, if, in CITY'S opinion, a hazardous condition exists, and such immediate action is necessary to protect persons, or CITY'S facilities or other customers' facilities from damage or interference caused by Customer's DG System or lack of properly operating protective devices.

Article 10.0 | Access to DG System

Customer hereby grants CITY access on and across its property at any reasonable time to inspect the DG System and the interconnection equipment, to read or test meters and metering equipment, and to operate, maintain and repair CITY'S facilities. No inspection by CITY of the DG System or the interconnection facilities shall impose on CITY any liability or responsibility for the operation, safety or maintenance of the DG system or Customer's interconnection facilities.

Article 11.0 | Indemnification

CUSTOMER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS CITY, ITS ELECTED AND NON-ELECTED OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, CLAIMS, DAMAGES, ACTIONS, SUITS OR DEMANDS FOR DAMAGES (INCLUDING COSTS AND ATTORNEY'S FEES, BOTH AT TRIAL AND ON APPEAL) ARISING OUT OF, RESULTING FROM, OR IN ANY MANNER CONNECTED WITH THE BREACH OF ANY WARRANTY OR REPRESENTATION MADE BY CUSTOMER IN THIS AGREEMENT, OR IN ANY MANNER CONNECTED WITH THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE OR REPAIR OF ANY PART OF CUSTOMER'S DG SYSTEM OR INTERCONNECTION FACILITIES, INCLUDING, WITHOUT LIMITATION LIABILITIES, LOSSES, CLAIMS, DAMAGES, ACTIONS, SUITS OR DEMANDS

FOR DAMAGES FOR OR ON ACCOUNT OF PERSONAL INJURY TO, OR DEATH OF, ANY PERSON, OR DAMAGE TO, OR DESTRUCTION OR LOSS OF, PROPERTY BELONGING TO CUSTOMER, CITY OR ANY THIRD PERSON.

Article 12.0 | Liability Insurance Requirements

For Facilities 50 kW and Smaller: The Customer is not required to provide a certificate of insurance coverage to CITY. It is recommended, however, that the Customer carry liability insurance coverage which insures the Customer against all claims for property damage and for personal injury or death arising out of, resulting from or in any manner connected with the installation, operation and maintenance of the Customer's generating equipment.

For Facilities Larger than 50 kW: Prior to installation / interconnection, the Customer must provide a certificate of insurance showing satisfactory liability insurance including contractual liability insurance covering indemnity obligations which insures the Customer against all claims for property damage and for personal injury or death arising out of, resulting from or in any manner connected with the installation, operation and maintenance of the Customer's DG Facility.

- 1) The amount of such insurance coverage shall be not less than \$2,000,000 per occurrence and name CITY as an additional insured. This amount may be increased at the sole discretion of CITY if the nature of the project so requires.
- 2) The certificate of insurance shall provide that the insurance policy will not be changed or canceled during its term without thirty days written notice to CITY. The term of the insurance shall be coincident with the term of the installation / interconnection contract or shall be specified to renew throughout the length of the Installation / Interconnection Contract.
- 3) The Customer shall provide proof of such insurance to CITY at least annually and on request by CITY.

Article 13.0 | Notices

Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

If to Company:

City of Bastrop
Attn.: City Manager
1311 Chestnut St
Bastrop, TX 78602

If to Customer:

The above-listed names, titles, and addresses of either party may be changed by written notification to the other.

Article 14.0 | Breach

A material failure of either party to fully, faithfully and timely perform its obligations under this Agreement shall be a breach of this Agreement. In the event of a breach which is not cured within thirty (30) days after receipt of written notice to the party in default, the party not in default may terminate this Agreement. If Customer is in breach of this Agreement, and such breach continues for thirty (30) days after written notice from CITY, CITY may disconnect the DG System or otherwise suspend taking energy from Customer. All rights granted under this section are in addition to all other rights or remedies available at law or under this Agreement or the applicable CITY Utilities Rules and Regulations.

Article 15.0 | Assignment

This Agreement shall inure to the benefit of and by binding upon the heirs, successors, or assigns of each of the parties hereto. Customer may not assign this Agreement without the prior written consent of CITY. Any assignment without such consent shall be null and void.

Article 16.0 | Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties hereto and can be amended only by agreement between the parties in writing. In the event any provision of this Agreement, or any part or portion thereof, shall be held to be invalid, void or otherwise unenforceable, the obligations of the parties shall be deemed to be reduced only as much as may be required to remove the impediment.

Article 17.0 | Waiver

The failure of either party to insist in anyone or more instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provision or the relinquishment of any such right or any other right hereunder.

Article 18.0 | Disputes

This Agreement and all disputes arising hereunder shall be governed by the laws of the State of Texas. Venue for all such disputes shall be proper and lie exclusively in Bastrop County, Texas.

IN WITNESS WHEREOF, the parties hereto have caused their names to appear below, signed by authorized representatives.

City of Bastrop	
By (Signature):	_____
Name (Print):	_____
Title:	_____
Date:	_____

Customer

By (Signature): _____

Name (Print): _____

Date: _____

FOR INTERNAL USE ONLY

Building Official: _____

Date: _____

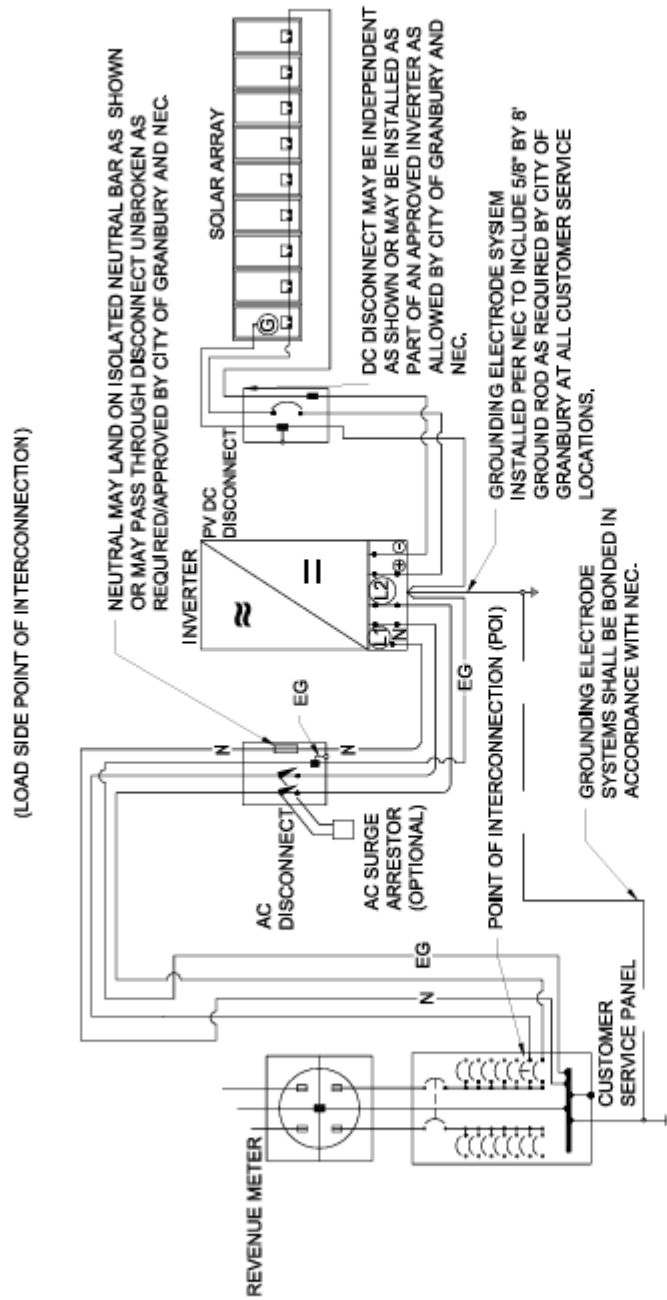
Electric Superintendent: _____

Date: _____

Permit Tech: _____

Date: _____

FIGURE 1
TYPICAL PHOTOVOLTAIC (PV) SYSTEM
120/240-VOLT SINGLE-PHASE THREE-WIRE DIAGRAM



NOTES:

1. TYPICAL INTERACTIVE PV SYSTEM WIRING DIAGRAM, FOR ILLUSTRATION PURPOSES ONLY. REFER TO EQUIPMENT MANUFACTURER LITERATURE FOR ACTUAL EQUIPMENT WIRING RECOMMENDATIONS. INSTALLATION SHALL COMPLY WITH CITY OF GRANBURY ELECTRIC SERVICE STANDARDS AND NATIONAL (NEC, UL AND IEEE) CODES.
2. INVERTER OUTPUT CIRCUIT CONDUCTORS SHALL BE INSTALLED IN METAL RACEWAYS.
3. THE PV DC GROUNDING SYSTEM SHALL NOT BE BONDED TO THE AC GROUNDING SYSTEM BY USING A COMBINED DC GROUNDING ELECTRODE CONDUCTOR AND AC EQUIPMENT GROUNDING CONDUCTOR. CONTRACTOR MAY CHOOSE TO USE THE OPTION SHOWN ABOVE OR MAY INSTALL A GROUNDING ELECTRODE CONDUCTOR FROM THE INVERTER DIRECTLY TO THE SERVICE GROUNDING ELECTRODE SYSTEM.
4. WHERE THE POINT OF INTERCONNECTION IS TO BE MADE AHEAD OF THE SERVICE EQUIPMENT, IT SHALL BE MADE AFTER THE CITY OF GRANBURY REVENUE METER. SUCH INSTALLATION MUST BE PRE-APPROVED BY CITY OF GRANBURY. (REFER TO FIGURE 3 AND 4).



SOLAR PANEL AND DISTRIBUTED GENERATION INFORMATION AND APPLICATION PACKET

1. Solar Photovoltaic (PV) System Permit Application Checklist
2. Solar Panel Permit Application
3. City of Bastrop Distributed Generation Ordinance
4. Distributed Generation Interconnection Application
5. Distributed Generation Agreement
For the Interconnection and Parallel Operation of Distributed Generation in the City of Bastrop Electric
6. Electrical Distribution Construction Specifications
Typical Photovoltaic Systems

CITY OF BASTROP

SOLAR PHOTOVOLTAIC (PV) SYSTEM PERMIT APPLICATION CHECKLIST

1. REQUIRED INFORMATION

Type of Application

- ☐ Residential
- ☐ Commercial (Also see Part 2: Commercial Building Requirements)

Type of Solar PV System

- ☐ Roof Top
- ☐ Ground Mount
- ☐ Other

☐ Size of System (kW):

☐ Completed permit application(s) and supplement information sheet, if required. Select all that apply: *(Please contact Building Department for standards)*

- ☐ Roof Top: An electrical permit is required
- ☐ Ground Mount: Building and electrical permits are required
- ☐ Other: Building and/or electrical permits may be required

☐ Installed in accordance with the National Fire Protection Association National Electrical Code (NFPA 70) as adopted by the State of Texas, applicable ordinances, districts, and/or special use categories (e.g.: zoning or special use, etc.); subject to plan approval.

NOTE: Potential impacts of solar PV projects to other developments such as airports should be considered and evaluated by the local government as appropriate.

☐ **Construction Documents:** Two copies of construction documents shall include, but are not limited to, the following items:

- ☐ Site specific, stamped engineering drawings *(reviewed or designed, and sealed by a licensed professional engineer, if determined to be necessary by the building official or their appointed designee)*, assembly installation plans, manufacturer's installation instructions, and/or equipment manufacturer's datasheets.
- ☐ Make, model, and quantity of module, inverter, and racking system certified to the UL 2703, UL 62109, or UL 1741 standard by a Nationally Recognized Testing Laboratory as appropriate.
- ☐ Framing plans
- ☐ Method of sealing/flashing for roof penetrations
- ☐ Connection details to building or ground mount
- ☐ Structural calculations or load diagram (required only when the PV array weight exceeds 5 lbs./sq. ft) ☐ *(may require engineer design if deemed applicable by Building Official)*
- ☐ Data cut sheets for battery storage if applicable (including type of battery)

☐ **Site Plan:** Include the PV array layout in compliance with the local government design criteria including:

- ☐ Roof plan showing location of equipment and, if required, fire setbacks

- ☐ Existing site easements, property lines, building setback lines, zoning setbacks
 - ☐ Typical side view detail of the solar PV system mount on the roof
 - ☐ Location of all existing structures and proposed PV system equipment (*including modules, disconnects, inverters, panel boards, combiner boxes, storage batteries, utility meters, etc.*)
 - ☐ Plumbing vent termination: Vent termination is not allowed under solar installations and must be relocated or modified, or an air admittance valve may be utilized in accordance with the International Plumbing Code (IPC) and/or the International Residential Code (IRC).
 - ☐ **Fire Code Requirements:** Installation complies with Section 1204 of the 2018 International Fire Code (IFC), or a more recent IFC version.
 - ☐ **Electrical Plans:** In addition to the construction documents, include a three-line diagram, or a line diagram that meets the requirements of the local government, and complies with the state NEC. The local government should determine appropriate level of professional design requirements (*e.g. preparation by a master electrician licensed by TDLR; designed and sealed by an engineer, if required by the Texas Engineering Practice Act; or PV equipment manufacturer's engineered line diagram*). A proper line diagram should include:
 - ☐ AC and/or DC circuit arc fault protection as required by the NEC or ordinance (if any)
 - ☐ Inverter listed to the U L 62109 or UL 1741 Safety Standard; photovoltaic module(s) listed to the UL 1703 safety standard. Listings conducted by a Nationally Recognized Testing Laboratory.
 - ☐ Inverter AC output disconnect location, utility disconnect location, and AC output over-current protection device rating.
 - ☐ Location of combiner box(es), disconnect switch, size of source circuit overcurrent protection, if required
 - ☐ Service panel bus rating and main circuit breaker/fuse ampere rating
 - ☐ Circuit diagram with conduit, wire type and sizes, and/or cable type and wire sizes
 - ☐ Equipment grounding and bonding conductors and grounding electrode conductor, if applicable
 - ☐ Battery disconnect and overcurrent protection, if applicable
 - ☐ List of all appropriate labels and marking per NEC and IFC requirements
 - ☐ **Hot taps not allowed on line or load side service conductors.**
 - ☐ **ADDITIONAL COMMERCIAL BUILDING INFORMATION**
-
- ☐ Building Information: Information about the building the PV system will be attached to:
 - ☐ Occupancy Group:
 - ☐ Number of Stories:
 - ☐ Year Built
 - ☐ Construction Type:
 - ☐ Area (Square Feet):
 - ☐ Roof Type:
 - ☐ Fire Sprinkler System (for fully sprinkled building only)

SOLAR PANEL PERMIT APPLICATION

1311 Chestnut St., Bastrop, TX 78602
 Phone: (512) 332-8840 Email: plan@cityofbastrop.org



Project Address (Location):

Project Valuation: \$

NUMBER

STREET

Property Owner: Phone:

Contractor: Contact Name:

Address:

NUMBER

STREET

CITY

STATE

ZIP

Phone: Email:

Section 11.7 Exterior Building Materials, Roof & Articulation Standards

Solar panels or related equipment on buildings in residential zoning districts shall be placed towards the sides or rear of the roof and shall not be placed on any front yard.[.] street-facing roofslope without approval of a Special Exception from the Board of Adjustment. Any solar equipments should be flush mounted. No pole or ground mounted solar arrays are permitted in residential districts unless a Special Exception is granted. For residences or residentially zoned properties within the Historic Preservation Overlay (HPO).[.] a Certificate of Appropriateness must first be obtained prior to installation of solar panels on any roof other than those installed on flat roofs that are hidden from view from any public right-of-way. All solar installations within the city limits must obtain authorization from the City of Bastrop by securing any required permits from the Chief Building Official. (Ordinance 26-XX,)

REQUIRED APPLICANT DOCUMENTATION CHECKLIST:

	✓ CHECK YES	✓ CHECK NO	Office Use Only
(2) Copies Site Plan/Survey?	☐	☐	☐
(2) Copies Construction Details? (Provided by Manufacturer) (Provide detailed drawings)	☐	☐	☐
Will Electric Be Installed? (If yes, Electrical Contractor will need a permit)	☐	☐	☐

Hot taps not allowed on line or load side service conductors per City of Bastrop Electric Utility.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law, ordinance, or regulation. **The issuance of a permit neither exempts nor modifies any covenants, deed restrictions, city ordinances and/or state or federal laws, whether herein specified or not.**

APPLICANT DATE:

REQUIREMENTS:

APPROVED ☐ DENIED ☐ SIGNATURE: DATE:



STAFF REPORT

MEETING DATE: August 11th, 2026,

AGENDA ITEM:

TITLE:

Consider action to approve the first reading of Ordinance No. 2026-27 of the City Council of the City of Bastrop, Texas, amending the Code of Ordinances, Chapter 12 Titled "Traffic and Vehicle," Article 12.06.009 titled "No Parking on Certain Streets" amended to read as described and attached hereto as Exhibit A; and providing for findings of fact, enactment, effective date, repealer, severability, and proper notice and meeting, and move to include on the August 25th, 2026, consent agenda for a second reading.

STAFF REPRESENTATIVE:

Vicky Steffanic, Chief of Police

BACKGROUND/HISTORY:

The City of Bastrop Police Department requests an amendment to Chapter 12, Article 12.06.009, "No Parking on Certain Streets," to improve traffic flow and enhance pedestrian and vehicular safety along Blakey Lane".

The proposed amendment would prohibit stopping, standing, and parking and include a tow away zone on both the eastbound and westbound sides of Blakey Lane from the 100 block, up to the intersection of FM 969. This change is intended to keep travel lanes clear and maintain unobstructed access to the apartment complex by preventing vehicles, including passenger cars, commercial vehicles, and delivery trucks, from blocking the roadway.

Blakey Lane intersects FM 969, a critical transportation corridor connecting the City of Bastrop to Travis County and serving as a major commuter route for residents and visitors.

FUNDING SOURCE:

Signage – Streets and Drainage

RECOMMENDATION:

Consider action to approve the first reading of Ordinance No. 2026-27 of the City Council of the City of Bastrop, Texas, amending the Code of Ordinances, Chapter 12 Titled "Traffic and Vehicle," Article 12.06 Titled "No Parking on Certain Streets" amended to read as described and attached hereto as Exhibit A; and providing for findings of fact, enactment, effective date, repealer, severability, and proper notice and meeting, and move to include on the August 25th, 2026, consent agenda for a second reading.

ATTACHMENTS:

- Exhibit 'A' showing amendment
- Drone images of traffic for this area
- Location Images
- Map Image

Exhibit 'A'**AMENDMENT**

Chapter 12 Article 12.06.009 is hereby amended to read as set forth with the underlines / red being additions.

(15) A no stopping, standing, parking and tow away zone is hereby designated to run along both sides (Eastbound and Westbound traffic) of Blakey Lane, between the 100 block of Blakey Lane to the East side of FM 969. It shall be unlawful for any person to stop, stand, or park any motor driven vehicle in the zones designated herein, and, in addition to all other penalties and remedies, and vehicle stopping, standing or parking in this zone will be subject to immediate towing.

No Further Entries

ORDINANCE NO. 2026-27

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS; AMENDING THE CODE OF ORDINANCES, RELATED TO CHAPTER 12 TITLED "TRAFFIC AND VEHICLES," AMENDING SECTION 12.06.009 TITLED "NO PARKING ON CERTAIN STREETS", 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") has the responsibility to address any public health and safety problems; and

WHEREAS, the City of Bastrop has adopted Chapter 12, Traffic and Vehicles, of the City of Bastrop Code of Ordinances, which provides standards for no parking on certain streets, including restrictions on stopping, standing, and parking; and

WHEREAS, an offense for violation of restrictions on stopping, standing and parking of vehicles may be prosecuted under city ordinance or state law; and

WHEREAS, Section 545.302 of the Texas Transportation Code section (g) authorizes a governing body of a municipality to adopt an ordinance that regulates stopping, standing or parking of a vehicle at a place as described by section (a)(1) on the roadway side of a vehicle stopped or parked at the edge or curb of a street; and

WHEREAS, the City of Bastrop Police department is seeking to amend ordinance 12.06.009 to add a no stopping, standing, parking and tow away zone with the erection of signs or painted curbs from the 100 block of Blakey Lane to the East side of FM 969; and

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

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

WHEREAS, the City Council finds the attached 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 facts and recitations set forth in the preamble of this ordinance are hereby found to be true and correct.

Section 2: AMENDMENT

Chapter 12 Article 12.06.009 is hereby amended to read as set forth with the underlines / red being additions.

(15) A no stopping, standing, parking and tow away zone is hereby designated to run along the rights -of-way on both sides (East and West) of Blakey Lane, between the 100 block of Blakey Lane to the east side of FM 969. It shall be unlawful for any person to stop, stand, or park any motor driven vehicle in the zones designated herein, and, in addition to all other penalties and remedies, and vehicle stopping, standing or parking in this zone will be subject to towing

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 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.

READ & ACKNOWLEDGED on the First Reading on this, the 11th day of August 2026.

READ & APPROVED on the Second Reading on this, the 25th day of August 2026.

APPROVED:

Ishmael Harris, Mayor

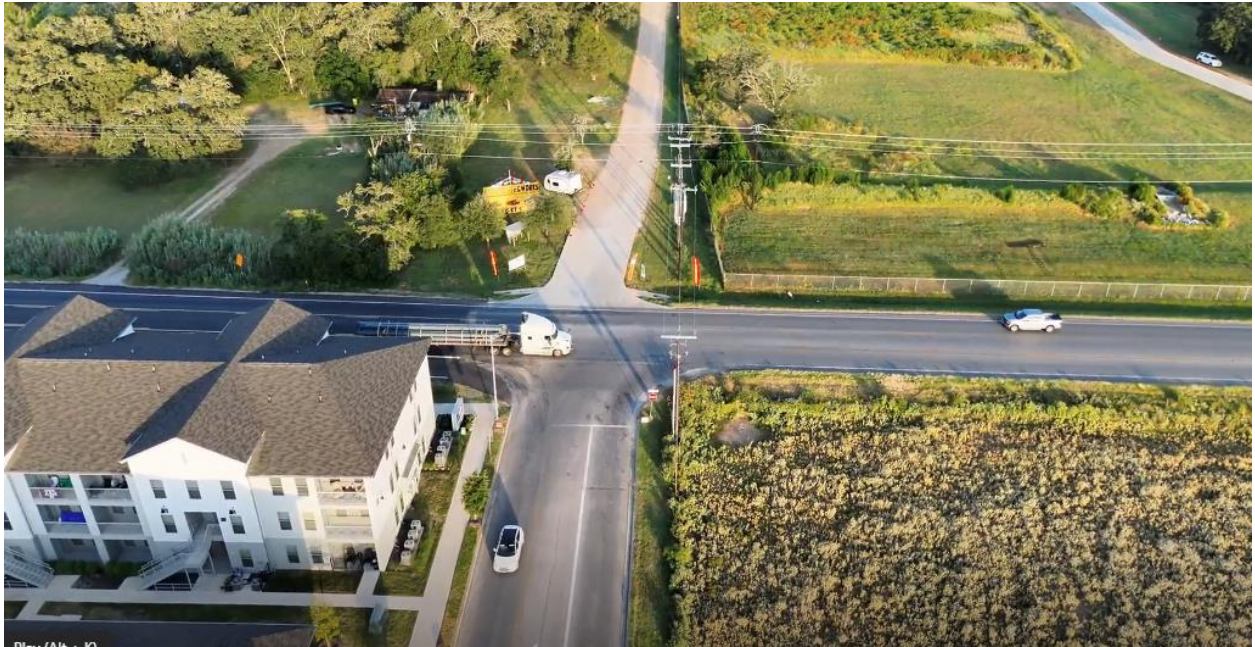
ATTEST:

Michael Muscallero, City Secretary

APPROVED AS TO FORM:

City Attorney

Drone footage (Blakey / FM 969)

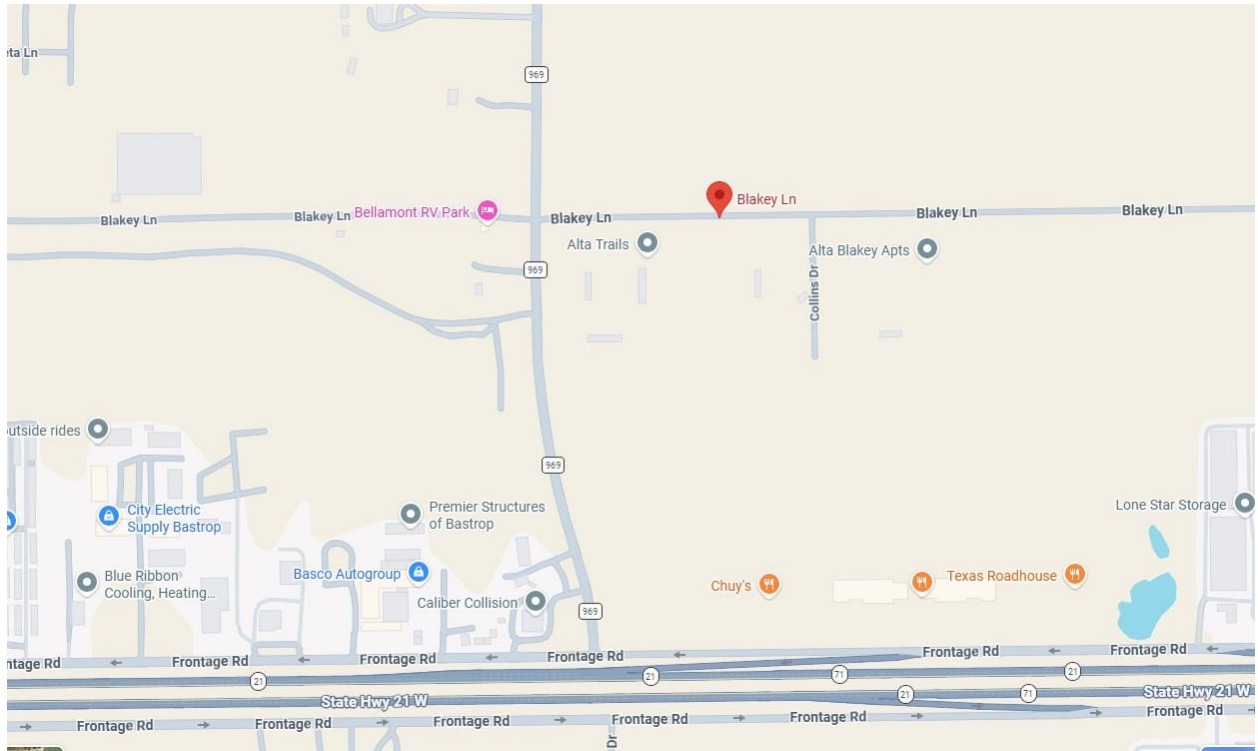




Images Blakey / FM 969







Google Map of Blakey Lane / FM 969



STAFF REPORT

MEETING DATE: August 11th, 2026

AGENDA ITEM:

TITLE:

Consider Action to approve the first reading of Ordinance No. 2026-31 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, related to Chapter 12 Titled "Traffic and Vehicles," Article 12.04.007 Titled "Other Zone Restrictions" amending the ordinance to remove verbiage associated with zone restrictions for Alley A; repealing all prior ordinances that are in conflict herewith; and providing for findings of fact, enactment, codification, effective date, repealer severability, proper notice and meeting, and move to include on August 25th, 2026, Consent Agenda for second reading.

STAFF REPRESENTATIVE:

Vicky Steffanic, Chief of Police

BACKGROUND/HISTORY:

The current City of Bastrop ordinance requires the installation of school zone traffic control signs on Alley A to provide guidance to motorists entering the designated school zone. However, the school previously located in this area is no longer in operation, and the designated school zone no longer exists.

To ensure the ordinance accurately reflects current conditions, staff recommend amending the ordinance to remove the school zone designation for Alley A. This change / deletion will ensure the City's ordinances, traffic control devices, and official records accurately reflect existing conditions while preventing unnecessary or misleading traffic signage.

FUNDING SOURCE:

NA

RECOMMENDATION:

Approval of Ordinance Amendment

ATTACHMENTS:

- Exhibit 'A' showing amendment
- Images of area reflected

ORDINANCE NO. 2026-31

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS; AMENDING THE CODE OF ORDINANCES, RELATED TO CHAPTER 12 TITLED "TRAFFIC AND VEHICLES," AMENDING ARTICLE 12.04.007 TITLED "OTHER ZONE RESTRICTIONS" AMENDING THE ORDINANCE TO REMOVE VERBIAGE ASSOCIATED WITH ZONE RESTRICTIONS FOR ALLEY A; 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") has the responsibility to address any public health and safety problems; and

WHEREAS, the City of Bastrop Police department is seeking to amend ordinance 12.04.007 and remove verbiage related to the former school zone; and

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

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

WHEREAS, the City Council finds the removal of verbiage to the ordinance reasonable and necessary to reflect accuracy; and

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 12 Article 12.04.007 is hereby amended to read as set forth with the underlines / red being additions, double underlines being moved text, and strikethroughs being deletions.

SEC. 12.04.007 – Other zone restrictions

~~(a) The city hereby designates day care center school zones in:~~

~~(1) Alley A, running north and south beginning at Spring Street for a distance of ± two hundred eighty (280) feet south of such point a maximum speed limit of ten (10) miles per hour is established and is applicable from 7:00 a.m. until 6:00 p.m. Monday through Friday, year-round.~~

~~(b) The City Manager shall cause speed limit signs and other traffic control devices to be erected at such locations deemed necessary to provide reasonable notice of the above speed limit to those traveling on alley A in the day care center school zone within the city.~~

(c) The City Council shall cause signs to be erected at such locations deemed necessary to provide reasonable notice of vehicles traveling south on Alley A and vehicles traveling north on Alley B are only allowed a right hand turn onto Chestnut Street/Loop 150.

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 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.

READ & ACKNOWLEDGED on the First Reading on this, the 11th day of August, 2026.

READ & APPROVED on the Second Reading on this, the 25th day of August, 2026.

APPROVED:

Ishmael Harris, Mayor

ATTEST:

Michael Muscallero, City Secretary

APPROVED AS TO FORM:

City Attorney

ATTACHMENT

AMENDMENT

Chapter 12 Article 12.04.007 is hereby amended to read as set forth with the underlines / red being additions, double underlines being moved text, and strikethroughs being deletions.

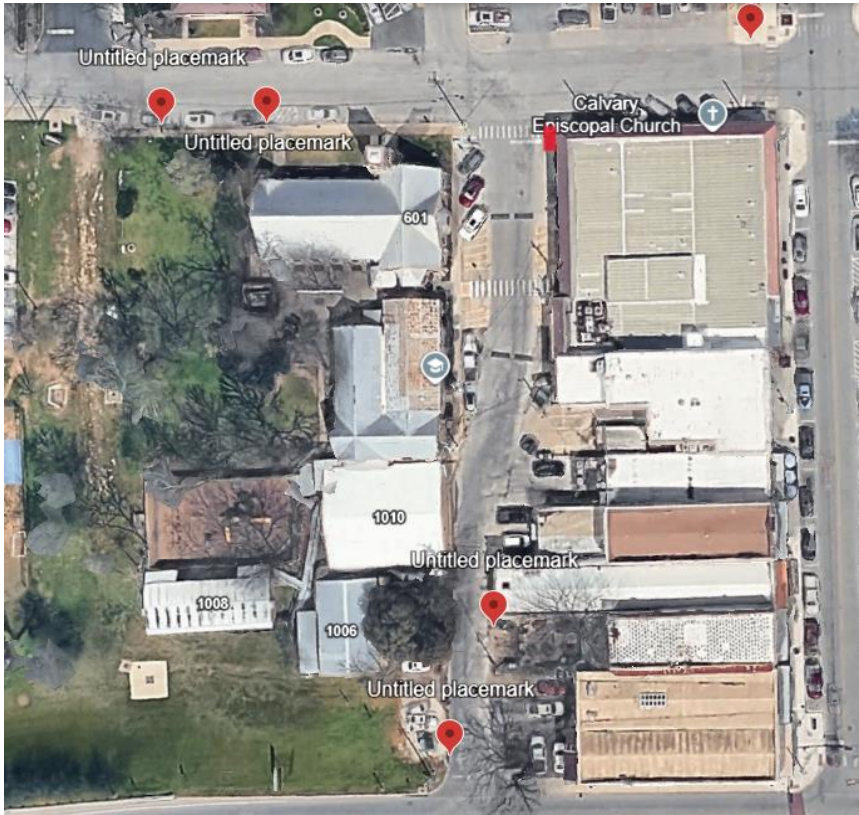
SEC. 12.04.007 – Other zone restrictions

~~(a) The city hereby designates day care center school zones in:~~

~~(1) Alley A, running north and south beginning at Spring Street for a distance of $\pm$ two hundred eighty (280) feet south of such point a maximum speed limit of ten (10) miles per hour is established and is applicable from 7:00 a.m. until 6:00 p.m. Monday through Friday, year round.~~

~~(b) The City Manager shall cause speed limit signs and other traffic control devices to be erected at such locations deemed necessary to provide reasonable notice of the above speed limit to those traveling on alley A in the day care center school zone within the city.~~

(c) The City Council shall cause signs to be erected at such locations deemed necessary to provide reasonable notice of vehicles traveling south on Alley A and vehicles traveling north on Alley B are only allowed a right hand turn onto Chestnut Street/Loop 150.



Google Earth overview

Red = Sign removal



Alley A and Spring St.
1 sign (End School Zone)

Item 9C.



Spring Street
Sign facing EB traffic (2)



Spring Street

Sign facing EB traffic (4 signs)



Alley A @ Chestnut

1 Sign (End School Zone)



Alley A

Sign facing NB traffic (4 signs)



Spring Street

Sign facing WB traffic (2 signs)



STAFF REPORT

MEETING DATE: August 11th, 2026

AGENDA ITEM:

TITLE:

Consider action to approve Resolution No. 2026-104 of the City Council of the City of Bastrop, Texas, amending the Code of Ordinances, Chapter 12 Titled "Traffic and Vehicle," Article 12.04 Title "Traffic Schedules," Section 12.04.004 Titled "Schedule III: Stop Signs:" amended to read as described and attached hereto as Exhibit A; and providing for findings of fact, enactment, effective date, repealer, severability, and proper notice and meeting.

STAFF REPRESENTATIVE:

Vicky Steffanic, Chief of Police

BACKGROUND/HISTORY:

The City of Bastrop Streets and Drainage department in conjunction with the Police Department has determined that the intersection of Settlement Drive and Wagon Wheel Circle is potentially hazardous and that traffic at this intersection should be controlled by supplementary stop signs (a 3-way intersection) in order to protect public health, safety, and welfare of all residents, specifically those that reside in the Senior living community.

The Streets and Drainage department will be implementing striping and will relocate the pedestrian crosswalk that currently crosses Settlement drive into a parking lot, to be placed in conjunction with the proposed three way, stop sign intersection.

FUNDING SOURCE:

Streets and Drainage sign cost and labor

RECOMMENDATION:

Consider action to approve Resolution 2026-104 of the City Council of the City of Bastrop, Texas, amending the Code of Ordinances, Chapter 12 Titled "Traffic and Vehicle," Article 12.04 Title "Traffic Schedules," Section 12.04.004 Titled "Schedule III: Stop Signs:" amended to read as described and attached hereto as Exhibit A; and providing for findings of fact, enactment, effective date, repealer, severability, and proper notice and meeting,

ATTACHMENTS:

- Map Depicting Location of Stop Signs and relocation of crosswalk
- Resolution 2026-104
- Exhibit "A"

RESOLUTION NO. 2026-104

A RESOLUTION OF THE CITY OF BASTROP, TEXAS; AMENDING THE CODE OF ORDINANCES, RELATED TO CHAPTER 12 TITLED "TRAFFIC AND VEHICLES," ARTICLE 12.04 TITLED "TRAFFIC SCHEDULES", AMENDING SECTION 12.04.004 TITLED "SCHEDULE III: STOP SIGNS", 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") has the responsibility to address any public health and safety problems; and

WHEREAS, North and Southbound traffic on Settlement Drive and East and Westbound traffic on Wagon Wheel Circle are public roadways within the incorporated limits of the city; and

WHEREAS, the Bastrop City Council has received information from the Police Department regarding the safety of the following specific locations: Settlement Drive at the intersection of Wagon Wheel; and

WHEREAS, the City of Bastrop Streets and Drainage department in conjunction with the Police Department has determined that the intersection of Settlement Drive and Wagon Wheel Circle is hazardous and that traffic at this intersection should be controlled by supplementary stop signs in order to protect public health, safety, and welfare; and

WHEREAS, to enhance safety and walkability in this area the currently designated crosswalk shall be relocated to the proposed 3-way intersection; and

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

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

WHEREAS, in accordance with Article 12.03 (Traffic Control Devices) Section 12.03.004 (installation) upon erection and installation all signs will be filed with the City Secretary in writing and signed by the city manager, for such report of inventory to be maintained by the office 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: That the Chief of Police is hereby authorized to execute all necessary documents and forward to the City Secretaries office to be maintained on file. And the streets and drainage department shall erect two (2) stop signs at the intersection of approximately the 100 block of Settlement Drive and Wagon Wheel and relocate the current crosswalk to the same intersection.

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 11th day of August 2026.

APPROVED:

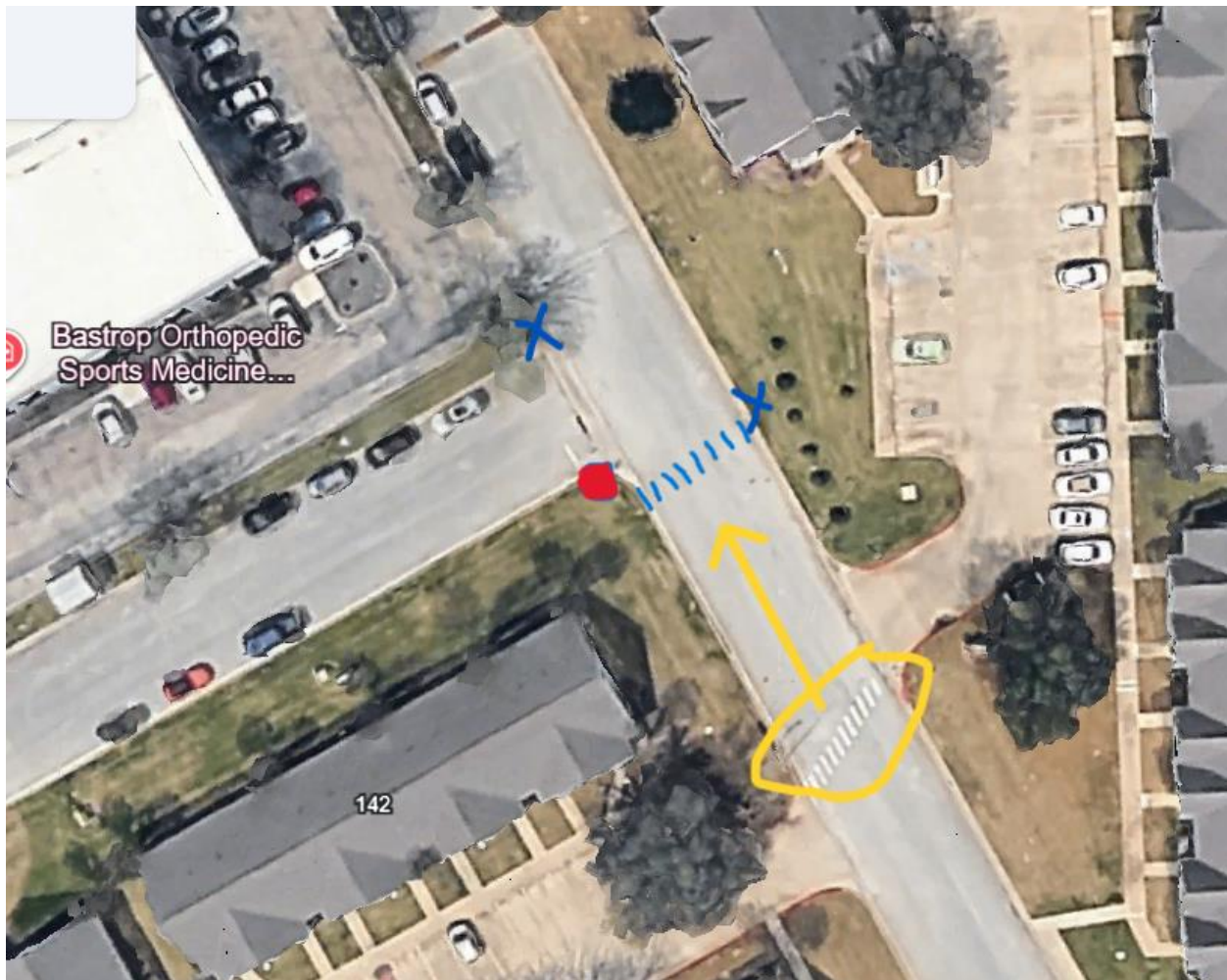
Ishmael Harris, Mayor

ATTEST:

Michael Muscallero, City Secretary

APPROVED AS TO FORM:

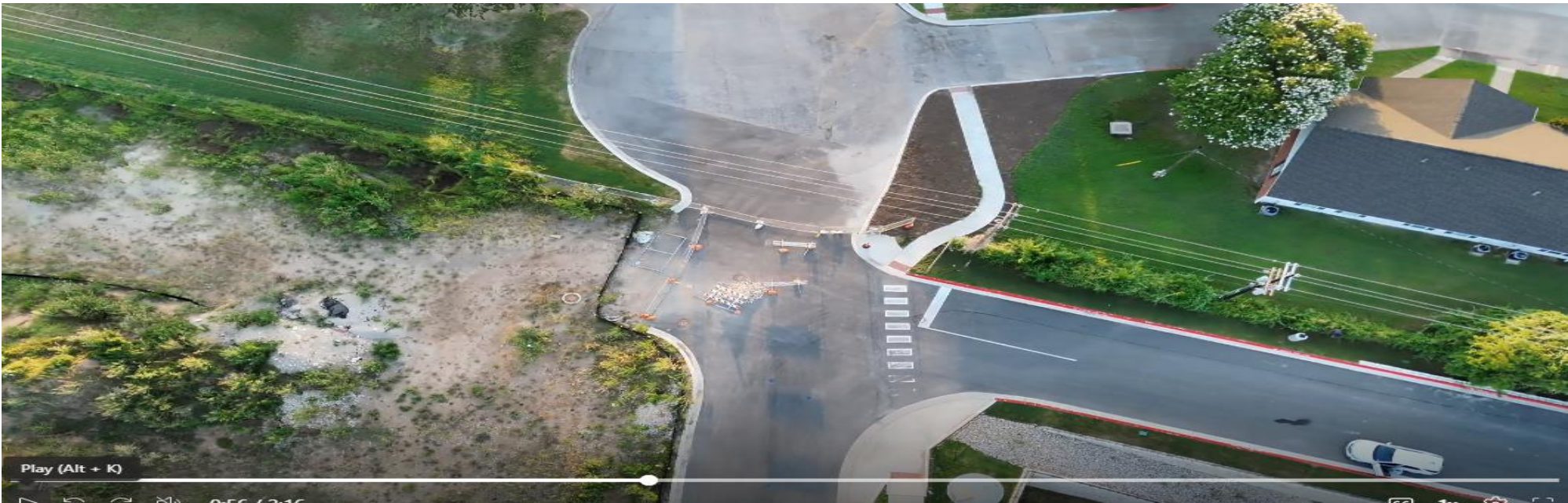
City Attorney



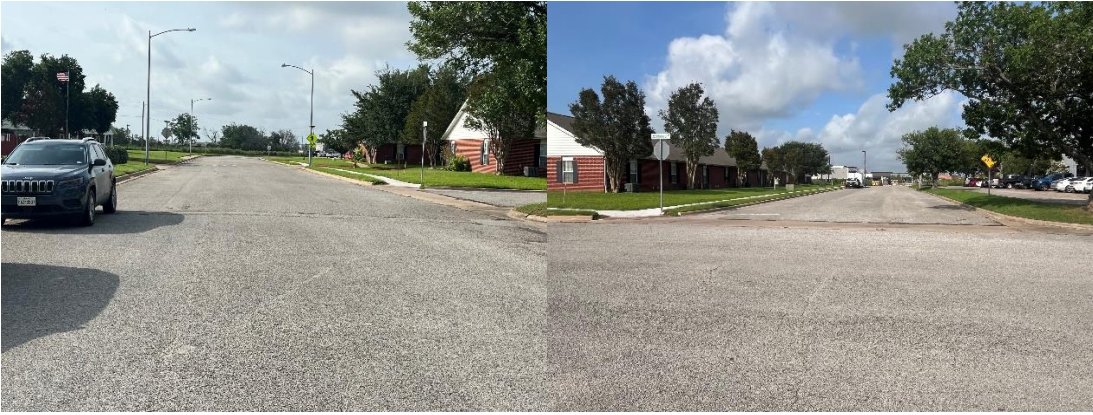
BLUE X = proposed stop signs

Red Circle = Current stop sign

Yellow = indicates movement of crosswalk









STAFF REPORT

MEETING DATE: August 11, 2026

TITLE:

Consider action to approve Resolution R-2026-99 of the City of Bastrop, Texas, authorizing the City Manager to award the Request for Qualifications (RFQ) for Indefinite Delivery Indefinite Quantity (IDIQ) for Engineering Services to the following firms as shown in Exhibit A; authorizing the City Manager to negotiate and execute all necessary documents with selected firms; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

On April 8, 2026, the City of Bastrop issued a Request for Qualifications (RFQ) for Indefinite Delivery Indefinite Quantity (IDIQ) for Engineering Services (RFQ #2024-101-002). The deadline to submit qualifications in response to the RFQ expired on April 24, 2026. Staff has evaluated and identified multiple respondents across various categories based on qualifications and is requesting that City Council approve staff to proceed with contract negotiations as necessary.

The City received a total of 74 submittals. The submittals were broken down into the following categories: General Engineering, Environmental, Land Surveying, Geotechnical, Mechanical/Electrical/Plumbing (MEP), Project Management, Fire Protection, and a category titled Other.

Each selected firm will enter into a Master Services Agreement with an initial term of two (2) years and an optional one (1) year renewal. A separate addendum will be executed for each assigned task order and will become part of the Master Services Agreement. The total value of all addendums issued to any one firm shall not exceed One Million Dollars (\$1,000,000.00).

FISCAL IMPACT:

Contracts will be executed following negotiations with each selected firm. Work will be authorized on an as-needed basis through individual task order addendums, which will be issued and executed for each assigned project.

RECOMMENDATION:

Authorize the City Manager to proceed with contract negotiations as necessary with the selected respondents.

ATTACHMENTS:

1. Resolution No. R-2026-99
2. Exhibit A

RESOLUTION NO. R-2026-99

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO AWARD THE REQUEST FOR QUALIFICATIONS FOR INDEFINITE DELIVERY INDEFINITE QUANTITY FOR ENGINEERING SERVICES TO THE FIRMS AS SHOWN IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL NECESSARY DOCUMENTS WITH SELECTED FIRMS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, On April 8, 2026, the City of Bastrop ("City") issued a Request for Qualifications (RFQ) for IDIQ for engineering services (RFQ # 2026-101-001); and

WHEREAS, the deadline to submit statements of qualifications in response to the RFQ expired on April 24, 2026 and Qualified submittals were timely received by the; and

WHEREAS, The City has evaluated and identified multiple respondents across various categories based on qualifications; and

WHEREAS, The City Council authorizes staff to proceed with contract negotiations and execute all necessary documents.

Section 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Resolution.

Section 2. The City Council approves and authorizes the closure of the submission period for RFQ # 2026-101-001.

Section 3. The City Council authorizes the City Manager, consistent with the evaluation process and criteria set forth in the RFQ, to proceed with the to enter into negotiations with selected respondents to the RFQ for potential selection for contracts on future projects, with the final section and proposed contracts to be subject to the approval of the City Council.

Section 4. 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 5. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

Section 6. Repealing Clause. All resolutions, parts of resolutions, or provisions in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

Section 7. Effective Date. This Resolution shall take effect immediately upon its passage and approval.

Section 8. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Bastrop, Texas, on this the 11th day of August, 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

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



Exhibit A**Civil Engineering**

Goodman Corporation
Kimley-Horn
Dunham
MRB
Walker Partners
Guerra Engineering – facilities/parks
HALFF
Aguire and Fields
BEFCO
Datapoint
CSI Engineering
Garver, LLC
Garza EMC
Jose L Guerra, Inc.
Southwest Engineers, LLC
Walker Partners, LLC
Trihydro
WGA, LLC
Square-One Consultants
SE3, LLC
Dunaway
Huitt Zollars

Environmental

ECS
WGA
Trihydro
Scheibe Consulting, LLC
Terracon Consultants, Inc.
Baer Engineering
Garver, LLC
Intertek PSI
Poznecki-Camarrillo, LLC
UES Solutions

Geotechnical

ECS

Raba
 HVJ South Central Texas
 HJA
 TSI Laboratories
 Braun Intertec
 Terracon Consultants, Inc
 Centerra South, LLC
 Intertek PSI
 UES Solutions
 Ninyo & Moore

MEP

PYRA Engineering
 Wylie & Associates, LLC
 Encotech
 Salas O'Brien
 CSI Engineering
 Jose L. Guerra, Inc.

Land Surveying

Walker Partners
 Datapoint
 BEFCO
 Survey Works
 Trihydro
 Schneider Engineering
 Scheibe Consulting, LLC
 Landesgin Services, Inc.
 Kerr Surveying
 HALFF

Project Management

Trihydro
 Scheibe Consulting, LLC
 The Goodman Corporation
 Freeland Turk
 Square One Consultants
 Broaddus & Associates
 WGA, LLC
 Datapoint

Fire

Jose L. Guerra

Other

Centerra South, LLC

Intertek PSI

UES Solutions

WGA, LLC