

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



October 21, 2025

**Joint Council & Bastrop Economic Development Corporation Meeting at 4:30 PM
and Regular Meeting at 6:30 PM**

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

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

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

1. CALL TO ORDER - JOINT MEETING

1A. Call to Order - City Council

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

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

Sylvia Carrillo-Trevino, ICMA-CM, CPM, Interim Director of the Bastrop Economic Development Corporation.

2. WORKSHOP

2A. 1. Presentation from the City Manager.

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

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

3. ADJOURNMENT - JOINT MEETING

3A. Adjournment - City Council

3B. Adjournment - Bastrop Economic Development Corporation Board

4. CALL TO ORDER - REGULAR MEETING

5. **PLEDGE OF ALLEGIANCE** - Noah Fernandes Allen and Sebastian Rodriguez, students from Colony Oaks Elementary Safety Patrol

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

6. INVOCATION -

7. PRESENTATIONS

[7A.](#) Mayor's Report

[7B.](#) Council Members' Report

8. WORK SESSIONS/BRIEFINGS

[8A.](#) The Goodman Corporation Blakey Roundabout Presentation

[8B.](#) FY2024 Financial Audit Presentation

Submitted by: Judy Sandroussi, Finance Director

8C. Discover Bastrop Overview

Submitted by: Michaela Joyce, Discover Bastrop Director

9. STAFF AND BOARD REPORTS

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

Submitted by: Laura Allen, Assistant Finance Director

10. 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.

11. 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.

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

Submitted by Judy Sandroussi, Finance Director

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

Submitted by: Elizabeth Wick, CFM, Project Manager

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

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

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

Submitted by: Vicky Steffanic, Chief of Police

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

Submitted by: Victoria Psencik, Assistant City Secretary

12. ITEMS FOR INDIVIDUAL CONSIDERATION

[12A.](#) Consider and act on Ordinance No. 2025-79, abandoning and vacating a certain section of the Jasper Street right-of-way, Mill Street right-of-way, and South Street right-of-way to the south of State Highway 71 and east of Lover's Lane; and authorizing the City Manager to execute any necessary documents to convey the City's remaining real property interests, if any, in said right-of-way to the adjacent owner.

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

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

Submitted by: Laura Allen, Assistant Finance Director

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

Submitted by: Doug Haggerty, Fleet and Facilities Director

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

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

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

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

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

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

[12G.](#) Consider and act on Resolution No. R-2025-178 pertaining to a Warrant request to allow 9 feet x 18 feet parking spaces on 0.431 +/- acres out of the Building Block 12, East of

Water Street, located at 1005 Pecan Street, within the city limits of Bastrop, Texas. **This development is more commonly known as *Pecan Place*.**

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

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

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

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

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

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

Submitted by: Brittany Epling, Senior Planner

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

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

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

Submitted by: Bonnie Pierson, Library Director

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

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

13. EXECUTIVE SESSION

- 13A. City Council shall convene into a closed executive session pursuant to Texas Government Code Section 551.074 Personnel to evaluate Mayor Ishmael Harris.
- 13B. City Council shall convene into a closed executive session pursuant to Texas Government Code Section 551.074 Personnel to evaluate Zoning Board of Adjustment Member Dock Jackson.
- 13C. City Council shall convene into a closed executive session pursuant to Texas Government Code Sections 551.071 to seek the advice of legal counsel and to deliberate regarding possible litigation with North End Prairie.

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

15. ADJOURNMENT - REGULAR MEETING

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: October 15, 2025 at 4:00 p.m. and remained posted for at least two hours after said meeting was convened.

/s/ Michael Muscarello
Michael Muscarello, City Secretary

RESOLUTION NO. R-2025-186

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, NAMING OFFICERS TO THE BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC); SPECIFICALLY, THE CHAIR, VICE-CHAIR, AND SECRETARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bastrop Economic Development Corporation (“BEDC”) was created under the Development Corporation Act of 1979, as amended, and operates as a Type B Economic Development Corporation for the purpose of promoting and assisting economic development within the City of Bastrop, Texas; and

WHEREAS, the Bylaws of the BEDC require the appointment of officers, including a Chair, Vice-Chair, and Secretary, to serve as leadership for the Corporation and to perform duties as defined therein; and

WHEREAS, the City Council of the City of Bastrop, as the appointing authority, finds it necessary and appropriate to confirm and name officers to these positions to ensure the continued efficient and effective operation of the BEDC;

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

SECTION 1. Findings

The City Council hereby finds that the recitals set forth above are true and correct and are adopted as findings of the City Council.

SECTION 2. Appointment of Officers

The following individuals are hereby appointed to serve as officers of the Bastrop Economic Development Corporation (BEDC):

- **Chair:** _____
- **Vice-Chair:** _____
- **Secretary:** _____

Each officer shall serve in such capacity until their successor is duly appointed or until resignation or removal as provided by the Bylaws of the BEDC.

SECTION 3. Effective Date

This Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas, on the 21st day of October 2025.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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





STAFF REPORT

MEETING DATE: October 21, 2026

TITLE:

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

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo-Trevino, ICMA-CM, CPM, Interim Director of the Bastrop Economic Development Corporation.

BACKGROUND/HISTORY:

The City Council has confirmed new board members for the FY 26 year.

According to the BEDC bylaws, an executive committee consisting of a Chair, Vice Chair, and Secretary must be seated.

Members of Council cannot be members of the executive committee.

For the purposes of this meeting and due to an incomplete board being seated at this time, the board must elect a chair and vice-chair to conduct the meeting.

FISCAL IMPACT:

None

RECOMMENDATION:

None

ATTACHMENTS:

1. 11th amended Bylaws

**ELEVENTH AMENDED BYLAWS OF
THE BASTROP ECONOMIC DEVELOPMENT CORPORATION
OF THE CITY OF BASTROP, TEXAS
A NON-PROFIT CORPORATION**

These bylaws (referred to as the “Bylaws”) govern the affairs of the Bastrop Economic Development Corporation, a public instrumentality and a non-profit corporation (hereinafter referred to as the “Corporation”) created originally under Section 4B of the Development Corporation Act of 1979, Local Government Code, Subchapter A, Sections 501.001 and 505.001, *et seq.*, as amended (hereinafter referred to as the “Act”).

**ARTICLE I
PURPOSE AND POWERS**

Section 1. Purpose. The Corporation is incorporated for the purposes set forth in Article IV of its Articles of Incorporation, the same to be accomplished on behalf of the City of Bastrop, Texas (the “City”), as its duly constituted authority and instrumentality in accordance with the Act.

Section 2. Powers. The Corporation shall have all of the express and implied powers set forth and conferred in its Articles of Incorporation, in the Act, and in other applicable law.

**ARTICLE II
BOARD OF DIRECTORS**

Section 1. Number and Terms of Office.

- (a) The affairs of the Corporation shall be managed and controlled by a Board of Directors (the “Board”) and, subject to the restrictions imposed by law, by the Articles of Incorporation, the Act, and by these Bylaws, the Board shall exercise all of the powers of the Corporation.
- (b) The Board shall consist of seven (7) Directors, each of whom shall be appointed by and serve at the pleasure of the City Council (the “Council”) of the City of Bastrop.
- (c) Directors are appointed for terms of two (2) years each. Seats on the Board shall be numbered one (1) through seven (7), with the terms of odd numbered seats expiring in September of odd numbered years, and even numbered seats expiring in September of even numbered years.
- (d) Any director may be removed from office by the Council at will, with or without cause.
- (e) In the event of a vacancy on the Board, the position shall be filled in accordance with Bastrop City Charter and Section 2 below.

Section 2. Qualifications.

- (a) The Directors shall hold such qualifications as required by State Law and as determined by the City Council.

Section 3. Resignations.

- (a) Director resignations shall be made in writing and shall take effect immediately upon receipt by the Chair or the Executive Director . The acceptance of a resignation shall not be necessary to make it effective unless expressly so provided in the resignation.
- (b) Automatic Vacancy - Immediately upon vacating their office, for any reason, a Council Representative shall automatically vacate their directorship on the Bastrop Economic Development Board Directors.

Section 4. Meetings of Directors.

- (a) The Board shall annually set regular meeting dates and times in the corporate city limits as the Board may determine; provided, however, in the absence of any such determination by the Board or in the event of a conflict, the Board Chair shall select a reasonable date and time to hold the meeting.
- (b) The Board shall hold regular meetings at Bastrop City Hall. If City Hall is not available, the Board Chair shall select a suitable location, which may include a virtual meeting as allowed under State Law.
- (c) The annual meeting of the Board shall be held at a date and time determined by the Chair.
- (d) The Chair in consultation with the Vice Chair and Executive Director may call a special meeting of the Board.
- (e) Directors shall be expected to regularly attend all Board meetings. Special consideration can be granted for absences for good cause. The Council shall be advised of and may remove any Director who is absent from three (3) consecutive regular or special meetings, or 66% of total meetings in a given fiscal year.
- (f) Any Director may request an item be placed on the agenda by delivering the same in writing to the Executive Director no later than ten (10) days prior to the date of the Board meeting.

Section 5. Open Meetings Act.

All meetings and deliberations of the Board shall be called, convened, held and conducted, in accordance with the requirements of the Texas Open Meetings Act.

Section 6. Quorum.

A majority of the Directors shall constitute a quorum for the conduct of official business of the Corporation. The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the Corporation, unless the act of a greater

number is required by law, or is otherwise required within these Bylaws. A Director may not vote by proxy.

Section 7. Conduct of Business.

- (a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with the rules of procedure as from time to time may be prescribed by the Board by resolution.
- (b) At all meetings of the Board, the Chair shall preside and, in the absence of the Chair, in the order of availability, the Vice Chair, the Treasurer and then the Secretary shall exercise the powers of the Chair.

Section 8. Committees of the Board.

The Board may constitute from time to time committees of the Board that are deemed necessary or appropriate. No such committee shall have independent authority to act for or in the stead of the Board.

Section 9. Compensation of Directors.

Directors shall not receive any salary or compensation for their service as Directors. However, they may be reimbursed for their actual reasonable expenses incurred in the performance of their duties hereunder. The policy regulating payment of reasonable actual expenses incurred in performance of official duty shall be determined by the Board.

Section 10. Conflicts of Interest.

The Directors are subject to the City's Code of Ethics, set forth in the City's Code of Ordinances, Article 1.15, *et seq.*, (hereafter "Code of Ethics") and shall conform thereto for purposes of addressing potential and/or actual conflicts of interest.

**ARTICLE III
OFFICERS**

Section 1. Titles and Term of Office.

- (a) The officers of the Corporation shall be a Chair, Vice Chair, Secretary, and Treasurer. Any two (2) offices may be held by the same person, except the office of Chair of the Board. Terms of office shall be one (1) year with the right of an officer to be reelected.
- (b) All officers shall be subject to removal from office at any time by a vote of the majority of the Board.
- (c) A vacancy in the office of any officer shall be filled by a vote of the majority of the Board.

(d) Neither the office of Chair nor Vice Chair may be held by a member of the City Council.

Section 2. Powers and Duties of the Chair.

The Chair of the Board shall:

- (a) Preside over all meetings of the Board.
- (b) Have the right to vote on all matters coming before the Board.
- (c) Have the authority to, upon seventy-two (72) hour notice to the Directors, call a special meeting of the Board, when in his or her judgment such meeting is required.
- (d) Have the authority to appoint ad hoc committees of the Board, which may address issues of a temporary nature of concern or which have a temporary effect on the business of the Board.
- (e) Have the authority to appoint advisory committees to the Board to further the overall development plan of the Board.
- (f) Shall sign with the co-signature of the Secretary, any document which the Board has approved, unless the execution of said document has been expressly delegated to some other officer or agent of the Corporation by appropriate Board resolution, by a specific provision of these Bylaws, or by statute.
- (g) In general, the Chair of the Board shall perform all duties incident to the office, and such other duties as shall be prescribed from time to time by the Board.

Section 3. Vice Chair.

In the absence of the Chair, or in the event of his or her inability to act, the Vice Chair shall perform the duties of the Chair. When so acting, the Vice Chair shall have all power of and be subject to all the same restrictions as those incumbent upon the Chair. The Vice Chair shall also perform other duties as from time to time may be assigned to him or her by the Chair.

Section 4. Secretary.

The secretary shall keep the minutes of all proceedings of the Board and make a proper record of the same, which shall be attested by the secretary. The Secretary shall keep such books as may be required by the Board and shall perform such other duties as may be required by the Board. The Secretary shall cause notices to be posted of all Board meetings in accordance with the Texas Open Meetings Act.

Section 5. Treasurer.

The Treasurer shall, in general, perform all the duties incident to that office and such other duties as from time to time may be assigned to him or her by the Chair of the Board or the Board in

general. The Treasurer shall receive and give receipt for money due and payable to the Corporation and shall deposit such monies received by the Corporation, in accordance with Article IV of these Bylaws, if such monies are not directly deposited in the Corporation's accounts.

Section 6. Assistant Secretaries and Assistant Treasurers.

The Board may appoint assistant secretaries and assistant treasurers as it may consider desirable, who shall in general perform such duties as may be assigned to them by the Secretary or the Treasurer, or by the Chair of the Board. The assistant secretaries and assistant treasurers need not necessarily be Directors.

Section 7. Executive Director.

- (a) The Board shall employ an Executive Director, who shall be the Executive Director of the Corporation and who shall serve at the will and pleasure of the Board.
- (b) The Executive Director shall have responsibility for all day-to-day activities of the Corporation, including periodic updates to City Council, and shall be responsible for all applicable administrative requirements of its Articles of Incorporation, these Bylaws, and the Act, as amended.
- (c) The Executive Director may have a staff to assist in the carrying out of their responsibilities.
- (d) The Board shall develop a job description for the Executive Director position, a performance review schedule and criteria for review, and shall review the performance of the Executive Director based upon the schedule and criteria.
- (e) The Executive Director and staff shall be required to follow the Code of Ethics and all current Personnel Policies and Procedures of the Corporation.

**ARTICLE IV
FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS**

Section 1. Annual Corporate Budget.

The Board shall cause to be prepared, and shall submit to the City Council, a budget for the forthcoming fiscal year, and in accordance with the annual budget preparation schedule set forth by the City Manager. The budget shall be submitted to the City Manager for inclusion in the annual budget presentation to the City Council. The budget proposed for adoption shall include the projected operating expenses, and such other budgetary information as shall be useful to or appropriate for the Board and the City Council. No budget amendments shall become effective without City Council approval. No expenditures of funds shall be made unless such expenditure is provided for by the City Council approved budget of the Corporation.

Section 2. Contracts for Service.

- (a) The Corporation may contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties.
- (b) No such contract shall ever be approved or entered into which seeks or attempts to divest the Board of its discretion and policy-making functions.

Section 3. Books, Records, and Audits.

- (a) The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.
- (b) The Corporation shall cause its books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent auditing and accounting firm approved by the Corporation, which may be included with the City's annual audit process. Such audit shall be at the expense of the Corporation.
- (c) All books, records, accounts, and financial statements shall be kept and administered in accordance with the Texas Public Information Act, Chapter 552, Texas Government Code.

Section 4. Deposit and Investment of Corporate Funds.

- (a) All funds of the Corporation shall be deposited on a regular basis, consistent with generally accepted accounting practices, in a local bank that is a depository of the City, which shall be federally insured and shall be selected following procedures and requirements for selecting a depository as set forth in Chapter 105 of the Local Government Code. All deposits shall be properly accounted for as deposits of the Corporation.
- (b) Temporary and idle funds, which are not needed for immediate obligations of the Corporation, shall be maintained on deposit in the Corporation's depository, or may be invested in any other legal manner in compliance with the internal financial control policies of the Corporation and City Investment Policy.
- (c) All proceeds from loans or from the issuance of bonds, notes, or other debt instruments ("Obligations") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance.

Section 5. Expenditures of Corporate Money.

The monies of the Corporation, including sales and use taxes collected pursuant to the Act, monies derived from the repayment of loans, rents received from the lease or use of property, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, and the proceeds derived from the sale of Obligations, may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitations:

- (a) Expenditures from the proceeds of Obligations shall be identified and described in the orders, resolutions, indentures, or other agreements submitted to and approved by the City Council prior to the execution of loan or financing agreements or the sale and delivery of the Obligations, to the purchasers thereof required by Section 7 of this Article;
- (b) Expenditures that may be made from a fund created with the proceeds of Obligations, and expenditures of monies derived from sources other than the proceeds of Obligations, may be used for the purposes of financing or otherwise providing one or more "Projects", as defined in the Act. The specific expenditures shall be described in a resolution or order of the Board, and shall be made only after the approval thereof by the City Council;
- (c) Corporation shall set its own internal financial control policies for finance and payment policies in accordance with State law.

Section 6. Issuance of Obligations.

Any debt issuance issued by the Corporation shall be in accordance with the statute governing this corporation, but in any event, no debt issuance shall be issued without approval of the City Council, after review and comment by the City's bond counsel and financial advisor.

ARTICLE V MISCELLANEOUS PROVISIONS

Section 1. Principal Office.

- (a) The principal office of the Corporation shall be located at such place as determined by the Board.
- (b) The Corporation shall have and shall continually designate a registered agent at its Registered Office, as required by the Act.

Section 2. Fiscal Year.

The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 3. Surety Bonds.

The Chair, Vice Chair, and Treasurer of the Board shall give an official bond in the sum of not less than One Hundred Thousand and no/100 Dollars (\$100,000). The bonds referred to in this section shall be considered for the faithful accounting of all monies and things of value coming into the hands of such officers. The bonds shall be procured from some regularly accredited surety company authorized to do business in the State. The premiums thereafter shall be paid by the Corporation. A copy of each officer's bond shall be filed with the Secretary of State.

Section 4. Indemnification of Directors, Officers, and Employees.

The Directors shall authorize the Corporation to pay or reimburse any current or former employee, director or officer of the Corporation for any costs, expenses, fines, settlements, judgments, and other amounts, actually and reasonably incurred by such person in any action, suit, or proceeding to which he or she is made a party by reason of holding such position as employee, officer or director; provided, however, that such person shall not receive such indemnification if they be finally adjudicated in such instance to be liable for gross negligence or intentional misconduct in office. The indemnification herein provided shall also extend to good faith expenditures incurred in anticipation of, or preparation for, threatened or proposed litigation. The Board may, in proper cases, extend the indemnification to cover the good faith settlement of any such action, suit, or proceedings, whether formally instituted or not.

Section 5. Legal Construction.

These Bylaws shall be construed in accordance with the laws of the State of Texas.

Section 6. Severability.

If any provision or section of these Bylaws is held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision, and the Bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the Bylaws.

**ARTICLE VI
EFFECTIVE DATE AND APPROVAL**

Section 1. Effective Date.

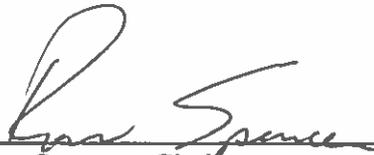
These Bylaws shall become effective upon the occurrence of the following events:

- (1) the adoption of these Bylaws by the Board, and
- (2) the approval of the Bylaws by the City Council.

Section 2.

These Eleventh Amended Bylaws of the Bastrop Economic Development Corporation were approved and adopted at a meeting of the Board of the Bastrop Economic Development Corporation, held on March 17, 2025.

[SIGNATURE PAGE FOLLOWS]



Ron Spencer, Chair
Bastrop Economic Development Corporation

Approved and adopted at a meeting of the City Council held on _____, 20__.

John Kirkland, Mayor Pro Tem, Bastrop, Texas

Attest:

Victoria Psencik, Assistant City Secretary

A hand is pointing at a transit map with various colored lines representing different routes. The map is partially visible on the left side of the slide.

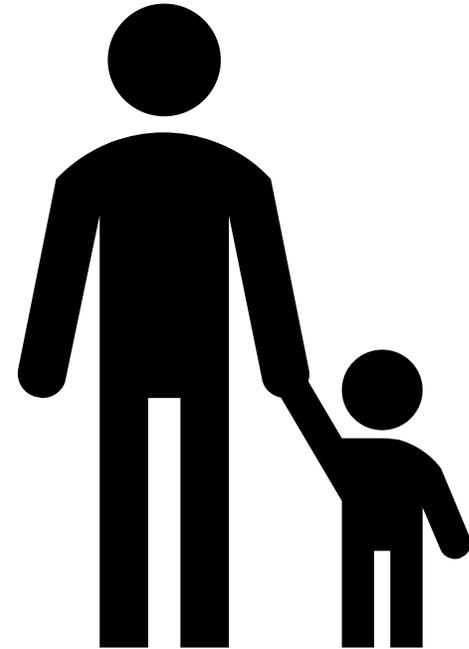
Strategic Planning – Direction for the Bastrop Economic Development Corporation (BEDC) Guidance from the City Council

October 21, 2025

Presented by Sylvia Carrillo-Trevino, ICMA-
CM, CPM

Relationship Between BEDC and the City

- Parent-child structure: City as the parent
- BEDC's independent authority, but not ultimate autonomy
- Transparency concerns:
 - Purchasing authority
 - Land acquisition



City Council Retreat – Strategic Focus

- Shift toward community-centered development
- Economic growth must benefit residents
- Business incentives must show strong ROI for the community



Community Investment Ideas

- **Amateur Sports:**
 - Mayfest Park Arena improvements
 - Olympic-size indoor pool
 - Par 3 golf course
- **Other Suggestions:**
 - Downtown parking garage
 - Affordable housing
 - Higher education partnerships
 - Infrastructure (e.g., boring tunnels)



Alternative Use of Sales Tax

- Proposal to eliminate BEDC tax
- Replace with Public Safety Tax (CCPD)
- Redirect funds to support Police Department



Key Considerations Moving Forward

- \$4M+ in outstanding BEDC obligations
- Land ownership and BEDC principles
- Contributions:
 - Arena: \$1M
 - Parking Garage: \$2.5M
 - Infrastructure: \$1M
- Higher education land contribution
- Staff transition cost: ~\$400K
- CCPD tax could fund 5–6 officers
- Nov 2026 election required for tax change



Let's Discuss and Set the Strategic Plan

Questions?



STAFF REPORT

MEETING DATE: October 21, 2025

TITLE:

Mayor's Report

AGENDA ITEM SUBMITTED BY:

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

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: October 21, 2025

TITLE:

Council Members' Report

AGENDA ITEM SUBMITTED BY:

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

POLICY EXPLANATION:

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

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

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

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

Old Austin Highway at Future Reed Way/Blakey Roundabout Design

City of Bastrop

City Council

October 21, 2025

Outline

- History of Need for Redesign
- Traffic Analysis Report Findings
- Design Alternatives
- Next Steps

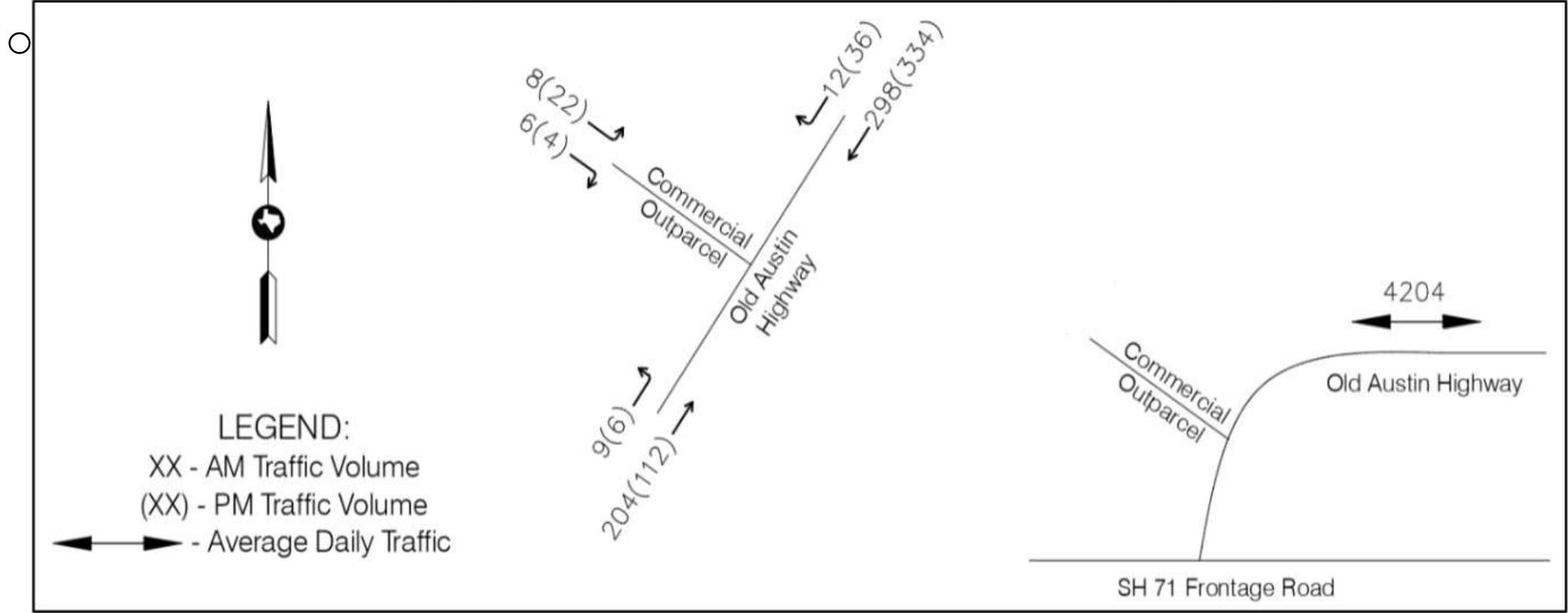
History of Project Design

- September 2024 – 100% signed and sealed plans for roadway design by others
- February 2025 – City requests TCG perform traffic analysis for existing conditions and future conditions with a roundabout or a stop sign on Reed Way
- February 19, 2025 – Traffic Counts Collected during morning and afternoon at the location, including counts from driveways a current bend in Old Austin Highway
- May 2025 – TGC submits report to the City with its findings, recommending a roundabout as the best design alternative for traffic operations
 - The existing design for a roundabout is found not to meet current TxDOT or national design criteria, with recommendation to update design of intersection

Traffic Analysis Report Findings

Traffic Analysis Findings - Existing Conditions

- Heaviest traffic is westbound to SH 71 frontage road (morning and afternoon)
- Daily traffic on Old Austin Highway is just over 4,000 vehicles per day, well below the facility capacity and



Traffic Analysis - Future Conditions

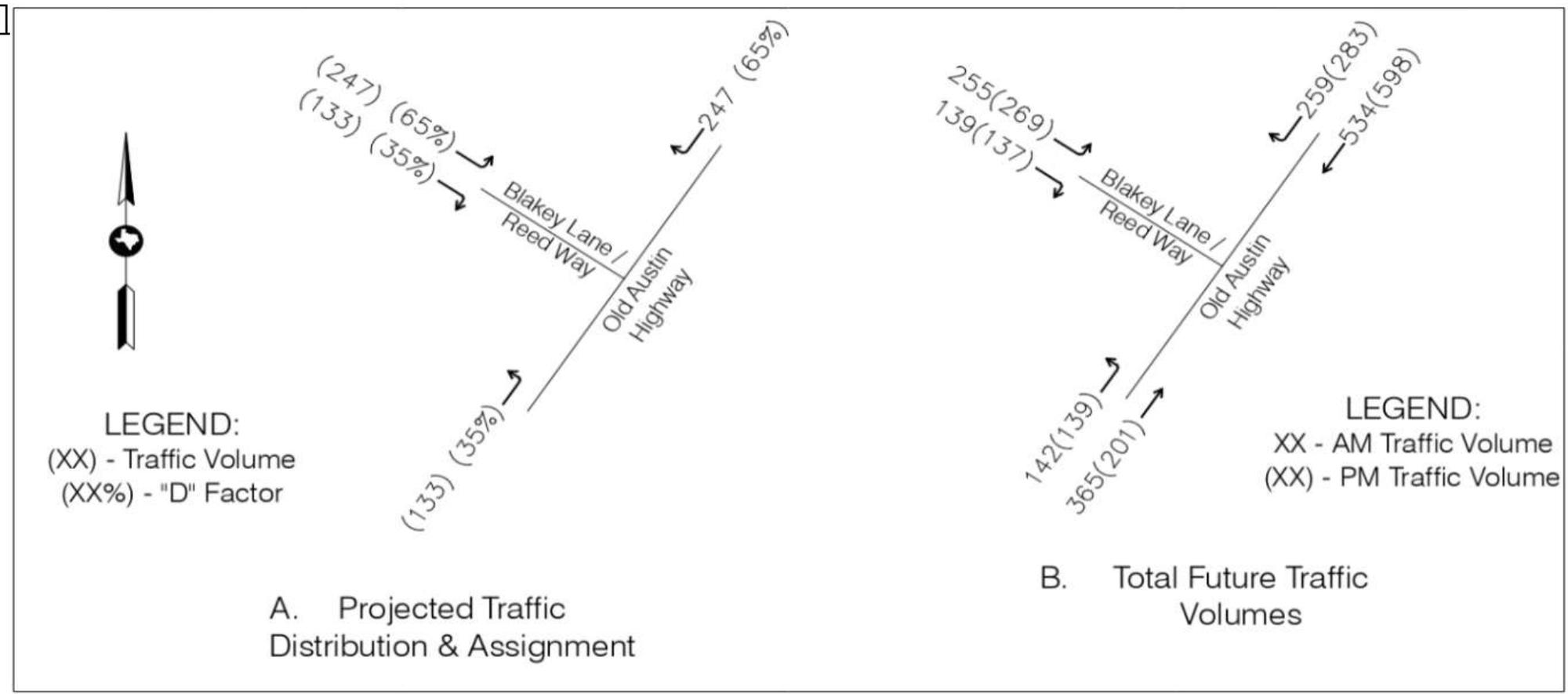
Assumptions

- Selected future year (2035) as 10 years out after any construction and adjustment of traffic patterns
- Assumed 6% growth in traffic (compounded annually) in the area from development over 10 years based on historical traffic data & growth patterns
 - 79% growth in traffic cumulatively
- Assumed 3,500 vehicles per day on new Reed Way connection - based on traffic volumes and development on Blakey Lane and west to FM 969
- Note: this does not assume any traffic will use Jessica Place or Schaefer Blvd from the Blakey Lane extension to get to Old Austin Highway
 - This results in a conservative analysis of future conditions

Traffic Analysis Findings - Future Conditions

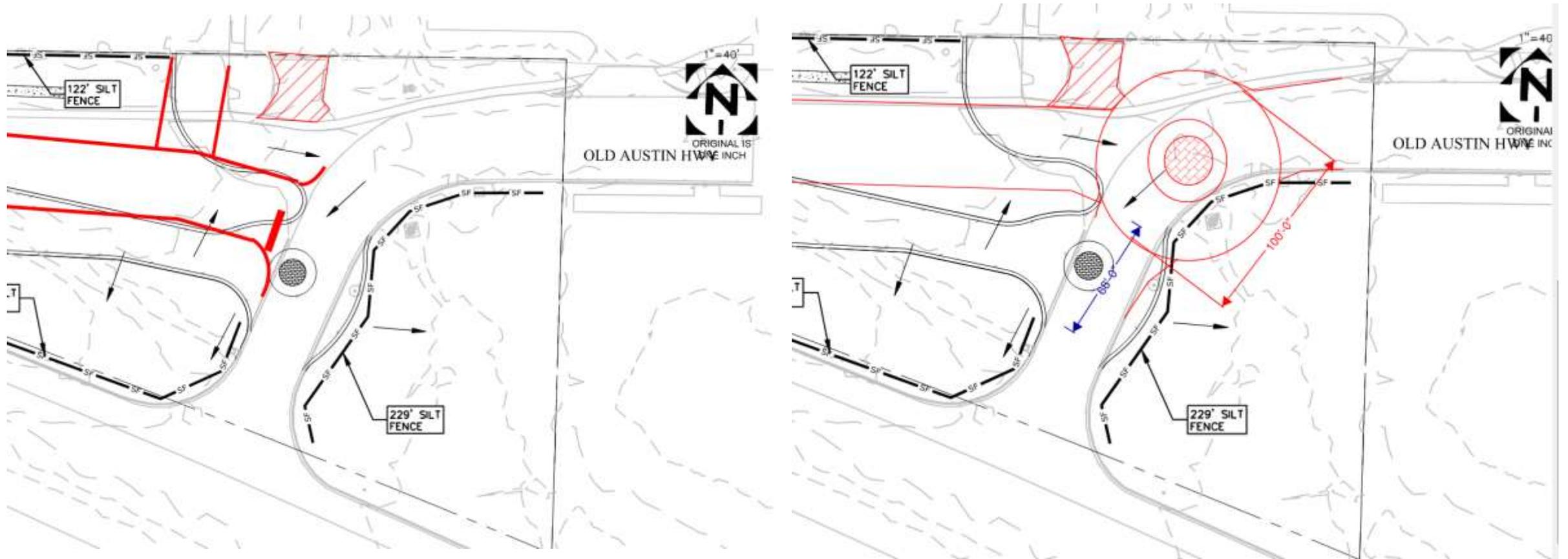
- Traffic volumes are still predominantly through traffic on Old Austin Highway
- Substantial amount of turning traffic to Reed Way and

B1



Analyzed Alternative Solutions

Item 8A.



Traffic signal warrants were not analyzed, but location is impractical due to spacing to SH 71 Frontage Road

Traffic Analysis - Results and Conclusions

Stop Controlled Condition (Reed Way)

- Volume to Capacity Ratio is over 1.5, significantly over capacity
- Level of Service F
- **Do not recommend** implementing

Single Lane Roundabout

- Volume to Capacity Ratio is over 0.75 - 0.82, under capacity
- Level of Service B and C for AM & PM Peaks
- **Recommend implementing**

Design Issues Identified in Analysis

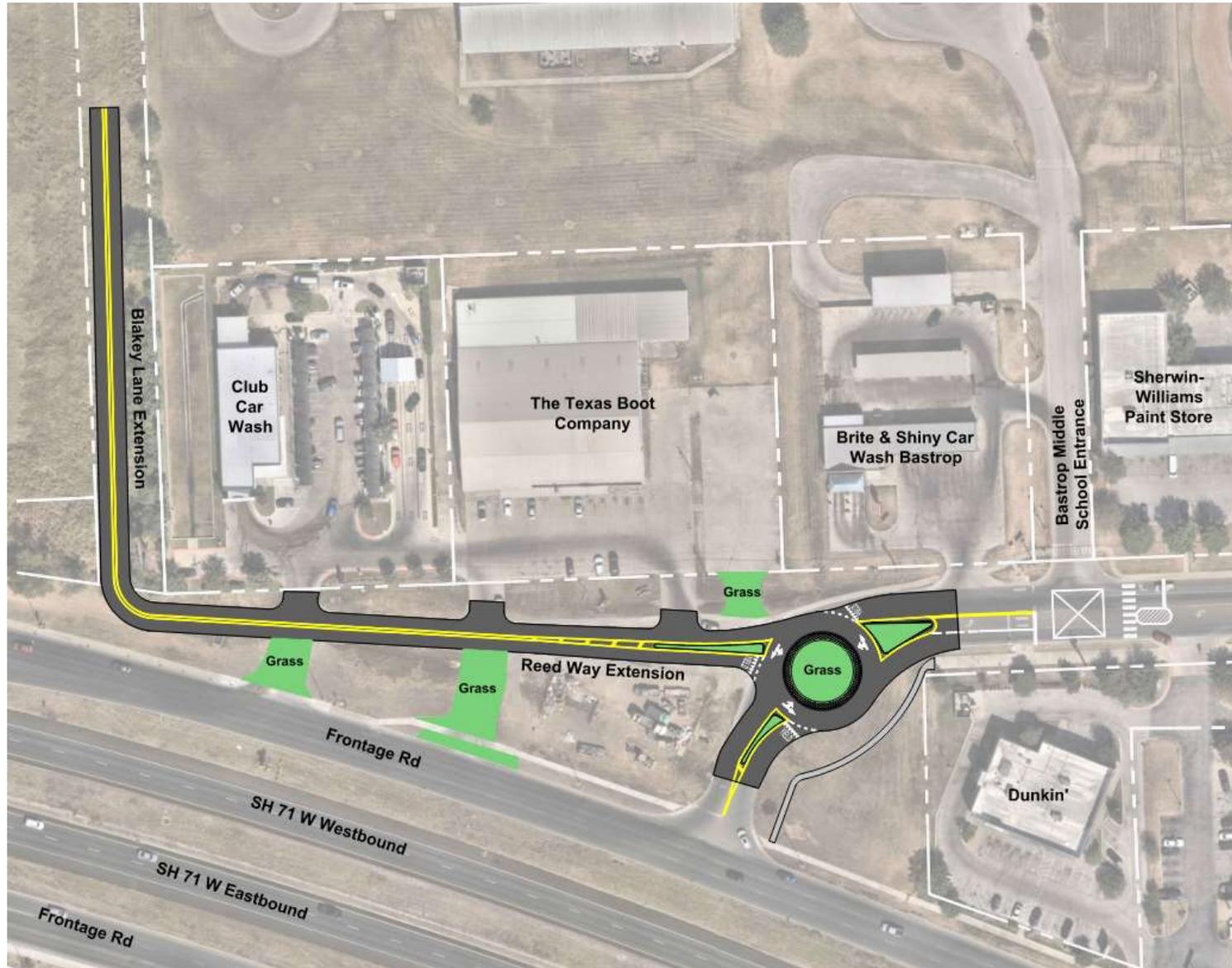
Item 8A.

- Inscribed Circle Diameter (key Roundabout design metric) of 68 feet did not meet the minimum size for a roundabout based on State or national standards
- Key elements of a roundabout, such as splitter islands, deflection of approaches, and clear circulatory roadway with central island did not match typical applications of roundabout design practice
- Proximity of driveway connection to proposed roundabout was of concern for safety and operations
- Spacing to SH 71 Access road was about 60 feet, causing concerns about stacking of vehicles queuing onto frontage road
- It was not apparent if swept path analysis for trucks was evaluated for design of all possible turns in the

Roundabout Design Alternatives

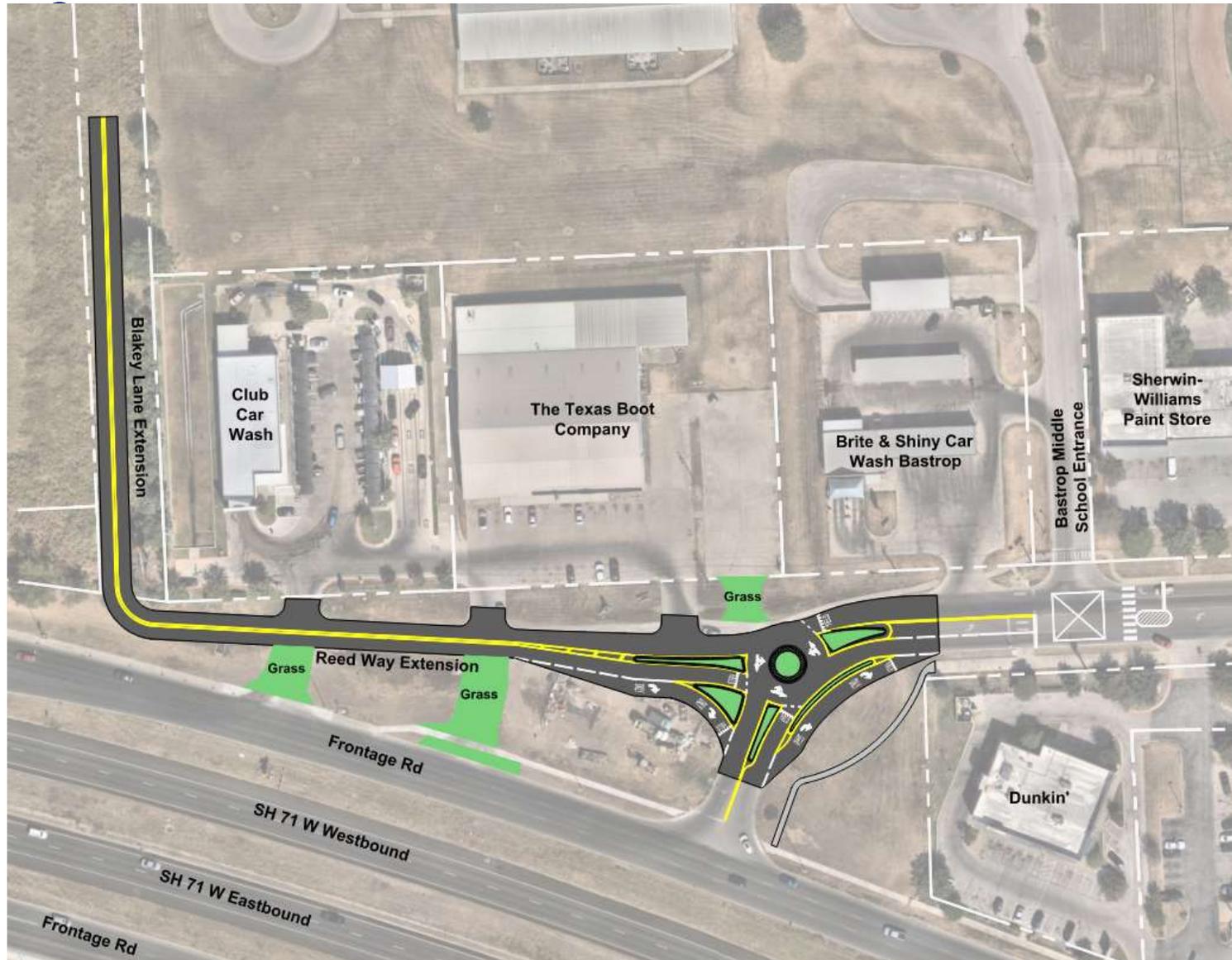
Concept Level Design

Single Lane Roundabout - Option 1



Compact Roundabout with Bypass Lanes Option

Item 8A.



Next Steps

- Select Preferred Concept for new Roundabout Layout
- Move through 60%, 90%, and Final Design
- Bid construction documents for roadway extension and roundabout



STAFF REPORT

MEETING DATE: October 21, 2025

TITLE:

Receive a presentation on the FY2024 Audit and the Annual Comprehensive Financial Report (ACFR).

AGENDA ITEM SUBMITTED BY:

Judy Sandroussi, Finance Director

BACKGROUND/HISTORY:

As per the City of Bastrop's Financial Management Policy, the City will be audited annually by independent auditors. The auditors must be a CPA firm of national reputation and must demonstrate that they have the breadth and depth of staff to conduct the City's audit in accordance with generally accepted auditing standards, generally accepted government auditing standards, and contractual requirements.

The City will prepare and publish an Annual Comprehensive Financial Report (ACFR). The ACFR will be prepared in accordance with generally accepted accounting principles and may be presented annually to the Government Finance Officers Association (GFOA) for evaluation and possible awarding of the Certification of Achievement for Excellence in Financial Reporting. The ACFR will be published and presented to the City Council.

Crowe, LLP is the City of Bastrop's independent auditor and conducted the FY2024 Audit.



STAFF REPORT

MEETING DATE: October 21, 2025

TITLE:

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

AGENDA ITEM SUBMITTED BY:

Submitted by: Laura Allen, Assistant Finance Director

BACKGROUND/HISTORY:

The Chief Financial Officer, or appointed staff, provides the City Council a monthly financial report overview for all funds to include detailed analysis for General Fund, Development Services Fund, Water-Wastewater Fund, Bastrop Power & Light and the HOT Tax Fund.

This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, as adopted by Resolution R-2025-162 on September 23, 2025.

September 30th marks the official close of the FY 2024–2025. As required by the Governmental Accounting Standards Board (GASB), governmental entities must follow standardized rules that define the timing and methodology for recording revenues and expenses. These standards ensure consistency and transparency across financial reporting.

Due to these accounting requirements, as well as timing issues related to payroll and agenda publishing deadlines, final financial data for September will not be available until December 2025. Therefore, the current figures presented below are preliminary and subject to adjustment.

Final FY2025 budget amendments will be brought to City Council for approval in November to align the budget with actuals and meet GASB compliance.

Preliminary Highlights – September 2025

Fund/Revenue Source	Performance Forecast	vs. Variance Amount	Notes
Sales Tax	-5.1%	(\$457,337)	Preliminary; subject to change
Property Tax	+4.03%	\$222,608	

Fund/Revenue Source	Performance Forecast	vs. Variance Amount	Notes
Impact Fees	+8%	\$276,038	
Water/Wastewater Revenue	+0.16%	\$15,091	
Bastrop Power & Light	+0.40%	\$38,861	Preliminary; subject to change
HOT (Hotel Occupancy Tax)	+8%	\$287,919	
Development Services	+11.7%	\$224,979	

Despite a shortfall in Sales Tax revenues, most major funds and revenue streams outperformed their forecasts. Importantly, all funds ended the fiscal year with a positive bottom line, and expenditures remained under forecast, reflecting continued fiscal discipline across departments.

Staff will continue reconciling and finalizing financials through December to ensure compliance with GASB standards and prepare for the upcoming audit cycle.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

- None



STAFF REPORT

MEETING DATE: October 21, 2025

TITLE:

Consider and act on Ordinance 2025-81 of the City Council of the City of Bastrop, Texas, authorizing the Issuance of the City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2025; Levying an Ad Valorem Tax and Pledging Certain Surplus Revenues in Support of the Certificates; Approving Certain Documents and Other Agreements Relating to the Sale and Issuance of the Certificates; and Ordaining Other Matters Relating to the Issuance of the Certificates; repealing all ordinances and actions in conflict herewith; and providing for an effective date.

AGENDA ITEM SUBMITTED BY:

Judy Sandroussi, Finance Director

BACKGROUND/HISTORY:

The Old Iron Bridge, also known as the Colorado River Bridge, located on State Highway Loop 150 in Bastrop, Texas, was constructed in 1923. It exemplifies the Parker steel-truss style, a truss design that was commonly used in bridges in Texas and the U.S. from the 1920s to the 1940s. It was among the largest bridges in Texas at the time and remains one of the earliest examples of Parker steel-truss bridges still intact in the state.

The original bridge, replaced by the current structure, was commissioned by the Bastrop Bridge Company, organized on October 8, 1889. The company subcontracted the Chicago Bridge and Iron Company on December 2, 1889, to construct the bridge, which was completed on September 1, 1890, and inaugurated in January 1891. Recognized for its historical significance, the Old Iron Bridge was added to the National Register of Historic Places in 1990.

The historic Bastrop Old Iron Bridge was closed to the public in 2018 due to safety concerns. A majority of the \$20M issuance of the Certificate of Obligations will be used towards rehabilitating the bridge to include but is not limited to: (1) Adding a concrete deck (2) Adding steel truss components (3) Installing railing (4) Installing decorative lights.

Work on the bridge began August 11, 2025. The City has identified other funding sources that are currently being used for this purpose – this is a breakout of these other funds:

Certificates of Obligation Series 2018	\$1,172,843
Certificates of Obligation Series 2023	<u>\$1,006,779</u>
Total	\$2,179,622

Funding for the Old Iron Bridge rehabilitation plus the Parks and Quality of Life items is estimated as follows:

Total Bonds		\$ 15,000,000.00
Bridge:		
Estimate	\$ 10,142,175.75	
Inspections	60,480.00	
Design Engineer	81,575.00	
Total Cost for Bridge	\$ 10,284,230.75	
Use of prior bonds (designated for bridge)	2,179,622.00	
Total to be used for Bridge	\$ 8,104,608.75	
Remaining Funds to be used for Parks and Quality of Life Items	\$ 6,895,391.25	

The City requested bids from several banks through two different competitive methods: (1) a private placement to local banking institutions; and (2) a competitive sale to regional and national investment banking firms. The structure of each method of bidding is different, and there are two different draft Ordinances to accommodate each method of bidding, however only one Ordinance will be presented to Council that will correspond to the bid that produces the lowest interest cost to the City. The net effect to the City between the two methods of bidding is very similar, but allows the City to give local banks an opportunity to bid as well as engage the larger bond market by soliciting bids from larger regional and national banks to achieve the lowest interest cost. The Certificates will be awarded based on the lowest interest cost to the city. The City’s Financial Advisor and Bond Counsel will be attending the October 21, 2025 City Council meeting to explain the two methods of bidding and the results of the bidding process.

FISCAL IMPACT:

\$15M to be used for the intended purpose of the Old Iron Bridge rehabilitation and the remaining funds for Parks and Quality of Life items.

RECOMMENDATION:

Judy Sandroussi, Finance Director, recommends approval of Ordinance 2025-181 of the City Council of the City of Bastrop, Texas authorizing the Issuance of the City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2025; Levying an Ad Valorem Tax and Pledging Certain Surplus Revenues in Support of the Certificates; Approving Certain Documents and Other Agreements Relating to the Sale and Issuance of the Certificates; and Ordaining Other Matters Relating to the Issuance of the Certificates; repealing all ordinances and actions in conflict herewith; and providing for an effective date.

ATTACHMENTS:

- Exhibit A – Resolution 2025-81
- Exhibit B – Certificate for Ordinance
- Exhibit C – Resolution 2025-181 (Private Placement)

ORDINANCE NO. 2025-81

ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF BASTROP, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025; LEVYING AN AD VALOREM TAX AND PLEDGING CERTAIN SURPLUS REVENUES IN SUPPORT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND OTHER AGREEMENTS RELATING TO THE SALE AND ISSUANCE OF THE CERTIFICATES; AND ORDAINING OTHER MATTERS RELATING TO THE ISSUANCE OF THE CERTIFICATES

**THE STATE OF TEXAS §
COUNTY OF BASTROP §
CITY OF BASTROP §**

WHEREAS, the City Council of the City of Bastrop, Texas (the "City") deems it advisable to issue certificates of obligation in the amount of \$15,000,000.00 (the "Certificates") for the purpose of paying contractual obligations incurred or to be incurred for constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping the City's: (1) parks and recreational facilities, including the Minerva Delgado Park, Fireman’s Park, and Mayfest Park; (2) Old Iron Bridge, including the installation of railing, a concrete deck, and lighting fixtures; (3) golf course and golf course facilities; and (4) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates.

WHEREAS, the Certificates hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code and Chapter 1502, Texas Government Code, as amended; and

WHEREAS, on June 24, 2025 the City Council passed a resolution authorizing and directing the City Secretary to give notice of intention to issue the Certificates; and

WHEREAS, the notice was published on July 2, 2025 and July 9, 2025 in *The Bastrop Advertiser*, a newspaper of general circulation in the City and a "newspaper" as defined in Section 2051.044, Government Code; and

WHEREAS, the notice was also posted with the City's website continuously for at least 46 days before the date tentatively set for the passage of this Ordinance; and

WHEREAS, upon the advice of the City's staff, the City found it necessary to delay action on the ordinance authorizing the issuance of the Certificates until a regular meeting of the City Council to commence at 6:30 p.m. on October 21, 2025; and

WHEREAS, the City has not received a valid petition from the qualified voters of the City protesting the issuance of the Certificates; and

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

WHEREAS, it is considered to be in the best interest of the City that the interest bearing Certificates be issued; therefore,

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Certificates of the City of Bastrop, Texas (the "City") are hereby authorized to be issued and delivered in the aggregate principal amount of \$36,320,000 for the purpose of paying contractual obligations incurred or to be incurred for constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping the City's: (1) parks and recreational facilities, including the Minerva Delgado Park, Fireman's Park, and Mayfest Park; (2) Old Iron Bridge, including the installation of railing, a concrete deck, and lighting fixtures; (3) golf course and golf course facilities; and (4) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates of Obligation.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF BASTROP, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025", and initially there shall be issued, sold, and delivered hereunder fully registered certificates, without interest coupons, dated _____, 2025, in the denomination and principal amount hereinafter stated, numbered consecutively from R-1 upward (except the initial Certificate delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective initial registered owners thereof (as designated in Section 12 hereof), or to the registered assignee or assignees of said Certificates or any portion or portions thereof (in each case, the "Registered Owner"), and the outstanding principal amount of the Certificates shall mature and be payable on August 1 in each of the years and in the principal amount, respectively, as set forth in the following schedule:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>
2028	\$	2040	\$
2029		2041	
2030		2042	
2031		2043	
2032		2044	
2033		2045	
2034		2046	
2035		2047	
2036		2048	

2037	2049
2038	2050
2039	

The term "Certificate" as used in this Ordinance shall mean and include collectively the Certificates initially issued and delivered pursuant to this Ordinance and all substitute Certificates exchanged therefor, as well as all other substitute Certificates and replacement Certificates issued pursuant hereto.

SECTION 3. INTEREST. The Certificates scheduled to mature during the years, respectively, set forth below shall bear interest from the dates specified in the FORM OF CERTIFICATE set forth in this Ordinance to their respective dates of maturity at the following rates per annum:

<u>YEAR</u>	<u>INTEREST RATE</u>	<u>YEAR</u>	<u>INTEREST RATE</u>
2028	%	2040	%
2029		2041	
2030		2042	
2031		2043	
2032		2044	
2033		2045	
2034		2046	
2035		2047	
2036		2048	
2037		2049	
2038		2050	
2039			

Interest shall be payable in the manner provided and on the dates stated in the FORM OF CERTIFICATE set forth in this Ordinance.

Section 4. CHARACTERISTICS OF THE CERTIFICATES. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at Regions Bank, Houston, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying

Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make the Registration Books available within the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 4 of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificate which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

(b) Payment of Certificates and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) General. The Certificate (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificate to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the City at least 45 days prior to any such redemption date which shall indicate to which principal installments the redemption shall be applied), (iii) may be

converted and exchanged for other Certificates, (iv) may be transferred and assigned in whole, but not in part, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange or substitute for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Certificates that at all times while the Certificates are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Certificates issued in exchange for the Certificates initially issued as provided in Section 4(i) shall be issued in the form of a separate single fully registered Certificate for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf

of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal of and interest, with respect to such Certificate, for the purposes of registering transfers with respect to such Certificate, and for all other purposes of registering transfers with respect to such Certificates, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the City to make payments of principal, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Certificate, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Certificate shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the Letter of Representations of the City to DTC.

(h) DTC Blanket Letter of Representations. The City confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Certificates.

(i) Cancellation of Initial Certificate. On the closing date, one Initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the order of the purchaser of the Certificates or its designee set forth in Section 12 of this Ordinance, executed by manual or facsimile signature of the Mayor or Mayor Pro-tem and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such Underwriters set forth in Section 12 of this Ordinance or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of such Underwriters one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all the Certificates for such maturity.

Section 5. FORM OF CERTIFICATE. The form of the Certificate, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificate initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

FORM OF CERTIFICATE

NO. R- UNITED STATES OF AMERICA PRINCIPAL AMOUNT
STATE OF TEXAS
COUNTY OF BASTROP \$ _____
CITY OF BASTROP, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2025

INTEREST RATE DATE OF CERTIFICATE MATURITY DATE CUSIP NO.
_____, 2025 August 1, 20_

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the CITY OF BASTROP, in the County of Bastrop, State of Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the Date of Certificate on February 1 and August 1 of each year commencing February 1, 2026 until the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Certificate is required to be authenticated and the

date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged or converted from is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at Regions Bank, which is the "Paying Agent/Registrar" for this Certificate at its designated office for payment currently, Houston, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Certificate (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the 15th day of the preceding month each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. Notwithstanding the foregoing, during any period in which ownership of the Certificate is determined only by a book entry at a securities depository for the Certificate, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate for redemption and payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the

payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is dated _____, 2025, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____, for the purpose of paying contractual obligations incurred or to be incurred by the City for constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping the City's: (1) parks and recreational facilities, including the Minerva Delgado Park, Fireman's Park, and Mayfest Park; (2) Old Iron Bridge, including the installation of railing, a concrete deck, and lighting fixtures; (3) golf course and golf course facilities; and (4) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates of Obligation.

ON AUGUST 1, 2034, or on any date thereafter, the Certificates of this Series maturing on and after August 1, 2035 may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the City and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000).

WITH RESPECT TO any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

THE CERTIFICATES MATURING ON August 1 in the years 20__ and 20__ are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts on

the following dates and at a price of par plus accrued interest to the redemption date ("Term Certificates").

Term Certificates Maturing on August 1, 20__*

<u>Redemption Date</u>	<u>Principal Amount</u>
August 1, 20__	\$
August 1, 20__	\$

*Final Maturity

Term Certificates Maturing on August 1, 20__*

<u>Redemption Date</u>	<u>Principal Amount</u>
August 1, 20__	\$
August 1, 20__	\$

*Final Maturity

THE PRINCIPAL AMOUNT of the Term Certificates required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the City by the principal amount of any Term Certificates of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Certificates plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.

NO LESS THAN 30 days prior to the date fixed for any such redemption, unless the Purchaser (as defined in the Ordinance) is the sole Registered Owner of all of the outstanding principal amount of the Certificates, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of the Certificates. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates. If due provision for such payment is made, all as provided above, the Certificates thereby automatically shall be treated as redeemed prior to its scheduled maturity, and it shall not bear interest after the date fixed for redemption, and it shall not be regarded as being outstanding

except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of \$5,000 and any integral multiple of \$5,000 in excess thereof. As provided in the Ordinance, this Certificate may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificate, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations of \$5,000 and in any integral multiple of \$5,000 in excess thereof as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any denomination of \$5,000 and any integral multiple of \$5,000 in excess thereof to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Certificates.

WHENEVER the beneficial ownership of this Certificate is determined by a book entry at a securities depository for the Certificate, the foregoing requirements of holding, delivering or transferring this Certificate shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this

Certificate have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate, together with other obligations of the City, is additionally secured by and payable from the surplus revenues of the City's Water and Sewer System, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or part of the Net Revenues of the City's Water and Sewer System, which amount shall not exceed \$1,000 all as provided in the Ordinance.

BY BECOMING the Registered Owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Certificate and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary of said City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Certificate.

City Secretary

Mayor

(CITY SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Certificate is not accompanied by
an executed Registration Certificate of the
Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

REGIONS BANK
Paying Agent/Registrar

By: _____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code, of Transferee)

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to register the transfer of the
within Certificate on the books kept for registration thereof, with full power of substitution in the
premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed
by a member firm of the New York Stock
Exchange or a commercial bank or trust
company.

NOTICE: The signature above must
correspond with the name of the Registered
Owner as it appears upon the front of this
Certificate in every particular, without
alteration or enlargement or any change
whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS:**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Certificate has been examined, certified as to validity and approved
by the Attorney General of the State of Texas, and that this Certificate has been registered by the

Comptroller of Public Accounts of the State of Texas.
Witness my signature and seal this

Acting Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL CERTIFICATE

The Initial Certificate shall be in the form set forth in this Section, except that:

- A. immediately under the name of the Certificates, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO." shall be deleted.
- B. the first paragraph shall be deleted and the following will be inserted:

"ON THE DATE SPECIFIED BELOW, the City of Bastrop, Texas (the "City"), being a political subdivision, hereby promises to pay the annual installments set forth below to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 1 in each of the years, in the principal installments in the following schedule and bearing interest at the per annum rate stated above:

Year	Principal Amounts	Interest Rates
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(Information from Sections 2 and 3 to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Closing Date at the respective Interest Rate per annum specified above. Interest is payable on each February 1 and August 1 of each year commencing February 1, 2026 to the date of payment of the principal installment specified above; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

- C. The Initial Certificate shall be numbered "T-1."

Section 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the City at an official depository bank of said City. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said City, and shall be used only for paying the interest on and principal of said Certificates. All ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said City, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said City, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest and any premium on the Certificates shall be deposited in the Interest and Sinking Fund and used to pay interest on the Certificates.

Section 7. REVENUES. The Certificates together with other obligations of the City, are additionally secured by and shall be payable from a limited pledge of the surplus revenues of the City's Water and Sewer System remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligation (now or hereafter outstanding) which are payable from all or any part of the net revenues of the City's Water and Sewer System, with such amount not to exceed \$1,000 constituting "Surplus Revenues." The City shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 6, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 6, if Surplus Revenues are actually on deposit or budgeted for deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 6 may be reduced to the extent and by the amount of the Surplus Revenues then on deposit in the Interest and Sinking Fund or budgeted for deposit therein.

The Mayor of the City Council of the City and the City Secretary of the City are hereby ordered to do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest.

Section 8. DEFEASANCE OF CERTIFICATES. (a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section 8, when payment of the principal of such Certificate, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or

otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Certificates shall have become due and payable or (3) any combination of (1) and (2). At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Certificate as aforesaid when proper notice of redemption of such Certificates shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City Council of the City also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Certificate and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council of the City.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Certificates and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Certificates and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Certificates and such Certificates shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Certificate affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Certificate to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Certificate for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Certificate for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Certificate as though it was being defeased at the time of the exercise of the option to redeem the Defeased Certificate and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Certificate.

As used in this Section, "Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council of the City adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council of the City adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent. "Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES. (a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the Registered Owner applying for a replacement certificate shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificates shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificates, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement Certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Subchapter B of Chapter 1206, Texas Government Code, this Section 9 of this Ordinance shall constitute authority for the issuance of any such replacement Certificate without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Certificate is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificate in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for the Certificates issued in conversion and exchange for other Certificates.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF THE CERTIFICATE; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City Council of the City is hereby authorized to have control of the Certificate initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificate pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificate said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificate, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel and the assigned CUSIP numbers, if any, may, at the option of the City, be printed on the Certificate issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Certificate. In addition, if bond insurance is obtained, the Certificate may bear an appropriate legend as provided by the insurer.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the

"Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

1. to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Certificates or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;
2. to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;
3. to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;
4. to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;
5. to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;
6. to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with --
 - (i) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days,
 - (ii) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and
 - (iii) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

7. to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

8. to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

9. to assure that the proceeds of the Certificates will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) [and] proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager or Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must

be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the projects financed with the proceeds of the Certificates will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Written Procedures. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City hereby adopts and establishes the instructions attached hereto as Exhibit "A" as their written procedures for the Certificates and any other tax-exempt debt or obligation outstanding or hereafter issued.

Section 12. SALE OF CERTIFICATES. The Certificates are hereby sold to the bidder whose bid produced the lowest net effective interest rate, pursuant to the taking of public bids therefor, on this date, and shall be delivered to a syndicate of the purchaser represented by _____ (the "Purchaser") at a price of \$ _____, representing the par amount of the Certificates, plus a reoffering premium of \$ _____, less an underwriter's discount of \$ _____. The Certificates shall initially be registered in the name of Cede & Co.

Section 13. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default: (i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or (ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Certificates, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default. (i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the

rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies; (ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive. (i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance. (ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy. (iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council. (iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 14. ESTABLISHMENT OF CONSTRUCTION FUND AND INTEREST EARNINGS.

(a) Construction Fund. A special fund or account, to be designated the City of Bastrop Series 2025 Certificate of Obligation Construction Fund (the "2025 Construction Fund") is hereby created and shall be established and maintained by the City at a depository bank of the City. The 2025 Construction Fund shall be kept separate and apart from all other funds and accounts of the City. The Construction Fund and the Interest and Sinking Fund shall be invested in accordance with the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, and the City's Investment Policy.

(b) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with the Certificate proceeds for the purpose for which the Certificates are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Certificates; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 15. APPROVAL OF OFFICIAL STATEMENT. The City hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering

of the Certificates by the Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated September __, 2025 prior to the date hereof is confirmed, approved and ratified. The City Council hereby finds and determines that the Preliminary Official Statement and final Official Statement were "deemed final" (as that term is defined in 17 CFR Section 240.15c(2)-12) as of their respective dates.

Section 16. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT.

Attached hereto as Exhibit "B" is a substantially final form of the Paying Agent/Registrar Agreement with an attached Blanket Issuer Letter of Representation. The Mayor of the City Council of the City is hereby authorized to amend, complete or modify such agreement as necessary and is further authorized to execute such agreement and the City Secretary is hereby authorized to attest such agreement.

Section 17. CONTINUING DISCLOSURE UNDERTAKING. (a) Definitions. As

used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB, in an electronic

format as prescribed by the MSRB, (i) within six months after the end of each fiscal year of the City ending in or after 2025, financial information and operating data, which information and data may be unaudited, with respect to the City of the general type included in the final Official Statement authorized by Section 15 of this Ordinance, being the information described in Exhibit "C" hereto and (ii) if not provided as part of such financial information and operating data, audited financial statements of the City, within twelve months after the end of each fiscal year of the City ending in or after 2025. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "A" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide unaudited financial statements within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices. The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other events affecting the tax status of the Certificates
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the City;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to

undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holder, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as ascribed by SEC Release No. 34-83885, dated February 20, 2018.

The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(d) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 12.02 of this Ordinance that causes the Certificates no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide

any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consents to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

(e) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to Subsection (b) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 19. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Certificates or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificates.

Section 20. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the initial sale and delivery of the Certificates, the Paying Agent/Registrar Agreement, and any insurance commitment letter or insurance policy. In addition, prior to the initial delivery of the Certificates, the Mayor, the City Secretary, the City Manager or Assistant City Manager, the City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of any bond insurer, or (iii) obtain the approval of the Certificates by the Attorney General's office.

In case any officer of the City whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 21. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the lien on and pledge to secure the payment of the Certificates.

Section 22. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions 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 contained herein.

Section 23. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the Registered Owners of the Certificates, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Certificates.

Section 24. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

Section 25. REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 26. SEVERABILITY. The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 27. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of ad valorem taxes and revenues granted by the City under Sections 6 and 7 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of ad valorem taxes and revenues granted by the City under Sections 6 and 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 28. EFFECTIVE DATE. This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 29. NO PERSONAL LIABILITY. No covenant or agreement contained in the Certificates, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council or any officer, agent, employee or representative of the City Council in his individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council nor any person executing the Certificates shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Certificates.

Section 30. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATE; BOND COUNSEL'S OPINION; AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City is hereby authorized to have control of the Certificate initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificate pending its delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificate said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificate, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel, at the option of the City, be printed on the Certificate issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owner of the Certificate. In addition, if bond insurance is obtained, the Certificate may bear an appropriate legend as provided by the insurer.

SECTION 31. ELECTRONIC SIGNATURES. The City's Financial Advisor, Bond Counsel and City Attorney are hereby authorized to use electronic signatures for the Mayor, the City Secretary, the Director of Finance, the City Manager or any other authorized representative of the City in connection with the offering and sale of the Certificates

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the final reading on the 21st day of October, 2025.

Mayor, City of Bastrop, Texas

ATTEST:

City Secretary, City of Bastrop, Texas

EXHIBIT "A"

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Bonds, Notes, Certificates, Leases or other Obligations now or hereafter outstanding as having the interest on such debt exempt from Federal income taxes of the debt holder (the "Obligations") the Issuer's City Manager or Director of Finance (the "Responsible Person") will, as applicable to each issuance of Obligations:

- instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Obligations will be entered into within 6 months of the Issue Date;
- monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of any facilities are expended within 3 years of the date of delivery of the Obligations ("Issue Date");
- restrict the yield of the investments to the yield on the Obligations after 3 years of the Issue Date;
- monitor all amounts deposited into a sinking fund or funds, e.g., the Debt Service Fund/Bond Fund/Interest and Sinking Fund, to assure that the maximum amount invested at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12-month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period;
- ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more;
- assure that the maximum amount of any reserve fund for any Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date;
- monitor the actions of the escrow agent (to the extent an escrow is funded with proceeds) to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;
- maintain any official action of the Issuer (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
- ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
- assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Bonds the Responsible Person will:

- monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- determine whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- determine whether, at any time the Obligations are outstanding, the facilities are sold or otherwise disposed of; and
- take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Order related to the public use of the facilities.

C. Record Retention. The Responsible Persons will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Persons. Each Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed with the proceeds of the Obligations. The foregoing notwithstanding, the Responsible Persons are authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT "B"
PAYING AGENT/REGISTRAR AGREEMENT

[Please see separate tab of transcript]

EXHIBIT "C"

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 17 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

- (1) Table 1 - Valuation, Exemptions and General Obligation Debt;
- (2) Table 2 - Valuation and General Obligation Debt History;
- (3) Table 3 - Tax Rate, Levy and Collection History;
- (4) Table 4 - Ten Largest Taxpayers;
- (5) Table 5 – Pro-Forma Ad Valorem Tax Debt Service Requirements;
- (6) Table 7 - Interest and Sinking Fund Budget Projections;
- (7) Table 8 - Authorized but Unissued General Obligation Bonds
- (8) Table 9 - General Fund Revenues and Expenditure History;
- (9) Table 10 - Municipal Sales Tax History;
- (10) Table 11 - Current Investments;
- (11) Appendix B - Excerpts from the City's Annual Financial Report

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in the paragraph above.

CERTIFICATE FOR ORDINANCE NO. 2025-81 ___

THE STATE OF TEXAS §
COUNTY OF BASTROP §
CITY OF BASTROP §

We, the undersigned officers and members of the City Council of the City of Bastrop, Texas (the "City"), hereby certify as follows:

1. The City Council of said City convened in Regular Session on October 21, 2025, at the regular meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

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

and all of said persons were present, except for the following: _____; thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Ordinance entitled

ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF BASTROP, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025; LEVYING AN AD VALOREM TAX AND PLEDGING CERTAIN SURPLUS REVENUES IN SUPPORT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND OTHER AGREEMENTS RELATING TO THE SALE AND ISSUANCE OF THE CERTIFICATES; AND ORDAINING OTHER MATTERS RELATING TO THE ISSUANCE OF THE CERTIFICATES

was duly introduced for consideration of said City Council. It was then duly moved and seconded that said Ordinance be passed; and, after due discussion, said motion, carrying with it the passage of said Ordinance, prevailed and carried by the following vote:

AYES: ___ NOES: ___ ABSTENTIONS: ___

2. A true, full and correct copy of the aforesaid Ordinance passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Ordinance has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true, full and correct excerpt from said minutes of said meeting pertaining to the passage of said Ordinance; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Ordinance, were the duly chosen, qualified and acting

officers and members of said City Council as indicated therein; each of said officers and members was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Ordinance would be introduced and considered for passage at said meeting, and each of said officers and members consented in advance to the holding of said meeting for such purpose; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Tex. Gov't Code Ann., ch. 551.

SIGNED AND SEALED this October 21, 2025.

City Secretary

Mayor

[CITY SEAL]

ORDINANCE NO. 2025-81

ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF BASTROP, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025; LEVYING AN AD VALOREM TAX AND PLEDGING CERTAIN SURPLUS REVENUES IN SUPPORT OF THE CERTIFICATES; APPROVING CERTAIN DOCUMENTS AND OTHER AGREEMENTS RELATING TO THE SALE AND ISSUANCE OF THE CERTIFICATES; AND ORDAINING OTHER MATTERS RELATING TO THE ISSUANCE OF THE CERTIFICATES

**THE STATE OF TEXAS §
COUNTY OF BASTROP §
CITY OF BASTROP §**

WHEREAS, the City Council of the City of Bastrop, Texas (the "City") deems it advisable to issue certificates of obligation in the amount of \$15,000,000.00 (the "Certificates") for the purpose of paying contractual obligations incurred or to be incurred for (1) parks and recreational facilities, including the Minerva Delgado Park, Fireman’s Park, and Mayfest Park; (2) Old Iron Bridge, including the installation of railing, a concrete deck, and lighting fixtures; (3) golf course and golf course facilities; and (4) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates. (collectively, the "Project"); and

WHEREAS, the Certificates hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code and Chapter 1502, Texas Government Code, as amended; and

WHEREAS, on June 24, 2025 the City Council passed a resolution authorizing and directing the City Secretary to give notice of intention to issue the Certificates; and

WHEREAS, the notice was published on July 2, 2025 and July 9, 2025 in *The Bastrop Advertiser*, a newspaper of general circulation in the City and a "newspaper" as defined in Section 2051.044, Government Code; and

WHEREAS, the notice was also posted with the City's website continuously for at least 46 days before the date tentatively set for the passage of this Ordinance; and

WHEREAS, upon the advice of the City's staff, the City found it necessary to delay action on the ordinance authorizing the issuance of the Certificates until a regular meeting of the City Council to commence at 6:30 p.m. on October 21, 2025; and

WHEREAS, the City has not received a valid petition from the qualified voters of the City protesting the issuance of the Certificates; and

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

WHEREAS, it is considered to be in the best interest of the City that the interest bearing Certificates be issued; therefore,

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Certificates of the City of Bastrop, Texas (the "City") are hereby authorized to be issued and delivered in the aggregate principal amount of \$_____ for the purpose of paying contractual obligations incurred or to be incurred for (1) parks and recreational facilities, including the Minerva Delgado Park, Fireman’s Park, and Mayfest Park; (2) Old Iron Bridge, including the installation of railing, a concrete deck, and lighting fixtures; (3) golf course and golf course facilities; and (4) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF CERTIFICATES. The Certificate shall have the Dated Date of _____, 2025, shall be in fully registered form, without coupons, and initially there shall be issued, sold, and delivered hereunder one fully registered Certificate, in the denomination of \$_____, numbered R-1 with certificates issued in replacement thereof being in a like denomination and numbered consecutively from R-2 upward, payable to the registered owner thereof, or to the registered assignee or assignees of the Certificate or any portion or portions thereof (in each case, the "Registered Owner"), and the Certificate shall mature and be payable in annual installments as set forth in the FORM OF CERTIFICATE set forth in this Ordinance. The term " Certificate" as used in this Ordinance shall mean and include collectively the certificate initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement certificates issued pursuant hereto.

Section 3. INTEREST. The Certificate shall bear interest on the unpaid balance of the principal amount thereof from the Dated Date to the date of maturity or redemption prior to maturity at the respective rates for each outstanding principal installment as set forth in the FORM OF CERTIFICATE contained in this Ordinance. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF CERTIFICATE set forth in this Ordinance.

Section 4. CHARACTERISTICS OF THE CERTIFICATES. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at _____, _____, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"),

and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make the Registration Books available within the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 4(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificate which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

(b) Payment of Certificates and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when

funds for the payment of such interest have been received from the City. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the City at least 45 days prior to any such redemption date which shall indicate to which principal installments the redemption shall be applied), (iii) may be converted and exchanged for other Certificates, (iv) may be transferred and assigned in whole, but not in part, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange or substitute for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Certificates that at all times while the Certificates are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice so long as the City is not in default. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

Section 5. FORM OF CERTIFICATE. The form of the Certificate, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificate initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

FORM OF CERTIFICATE

NO. R- UNITED STATES OF AMERICA PRINCIPAL
STATE OF TEXAS AMOUNT
COUNTY OF BASTROP \$ _____
CITY OF BASTROP, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2025

DATED DATE: _____, 2025

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ **DOLLARS**

INTEREST RATE: _____%

MATURITY DATE:

ON THE MATURITY DATE specified above, the CITY OF BASTROP, in the County of Bastrop, State of Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the Dated of Date, on February 1, 2026 and semiannually on each August 1 and February 1 thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above(calculated on the basis of a 360-day year of twelve 30-day months), on the balance of said principal amount from time to time remaining unpaid, at the applicable rates per annum for each outstanding principal installment as set forth below. The principal of this Certificate shall be paid in installments on each August 1 in the years and in the amounts and bearing interest at the respective per annum rates, all as set forth in the table below:

Year Principal Interest
Installment Rates

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at the Maturity Date, or upon the date fixed for its redemption prior to maturity, at Regions Bank, which is the "Paying Agent/Registrar" for this Certificate at its designated office for payment currently, Houston, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Certificate (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the last business day of the preceding month each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. Notwithstanding the foregoing, during any period in which ownership of the Certificate is determined only by a book entry at a securities depository for the Certificate, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate for redemption and payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from

the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE FOR THE PAYMENT of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is dated _____, 2025, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$ _____, for the purpose of paying contractual obligations incurred or to be incurred by the City for: (1) parks and recreational facilities, including the Minerva Delgado Park, Fireman’s Park, and Mayfest Park; (2) Old Iron Bridge, including the installation of railing, a concrete deck, and lighting fixtures; (3) golf course and golf course facilities; and (4) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates.

ON AUGUST 1, 2034, or on any date thereafter, the Certificates of this Series maturing on and after August 1, 2035 may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the City and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000).

WITH RESPECT TO any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

THE CERTIFICATES MATURING ON August 1 in the years 20__ and 20__ are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts on

the following dates and at a price of par plus accrued interest to the redemption date ("Term Certificates").

Term Certificates Maturing on August 1, 20__*

<u>Redemption Date</u>	<u>Principal Amount</u>
August 1, 20__	\$
August 1, 20__	\$

*Final Maturity

Term Certificates Maturing on August 1, 20__*

<u>Redemption Date</u>	<u>Principal Amount</u>
August 1, 20__	\$
August 1, 20__	\$

*Final Maturity

NO LESS THAN 30 days prior to the date fixed for any such redemption, unless the Purchaser (as defined in the Ordinance) is the sole Registered Owner of all of the outstanding principal amount of the Certificates, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of the Certificates. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates. If due provision for such payment is made, all as provided above, the Certificates thereby automatically shall be treated as redeemed prior to its scheduled maturity, and it shall not bear interest after the date fixed for redemption, and it shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

WHENEVER the beneficial ownership of this Certificate is determined by a book entry at a securities depository for the Certificate, the foregoing requirements of holding, delivering or transferring this Certificate shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate, together with other obligations of the City, is additionally secured by and payable from the surplus revenues of the City's Water and Sewer System, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or part of the Net Revenues of the City's Water and Sewer System, which amount shall not exceed \$1,000 all as provided in the Ordinance.

BY BECOMING the Registered Owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Certificate and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary of said City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Certificate.

City Secretary

Mayor

(CITY SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Certificate is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

_____ BANK

Paying Agent/Registrar

By: _____
Authorized Representative

FORM OF PAYMENT RECORD

PAYMENT RECORD

<u>Date of Payment</u>	Principal Payment (amount and installment(s) to which payment is applied)	Remaining Principal Balance	Name and Title of Authorized Officer <u>making Entry</u>	Signature of <u>Authorized Officer</u>
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FORM OF ASSIGNMENT:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer Identification Number of Transferee

(Please print or typewrite name and address, including zip code, of Transferee)

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

Acting Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL CERTIFICATE

The Initial Certificate shall be in the form set forth in this Section, except that:

- A. immediately under the name of the Certificate, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.
- B. the first paragraph shall be deleted and the following will be inserted (with all blanks to be completed with information contained in the Pricing Certificate:

"ON THE MATURITY DATE SPECIFIED ABOVE, the City of Pflugerville, Texas (the "City"), being a political subdivision, hereby promises to pay to the Registered Owner

specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____ 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Year	Amount	Interest Rate
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(Information from Pricing Certificate to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Date of Delivery set forth above at the respective Interest Rate per annum specified above. Interest is payable on _____, 20__* and semiannually on each _____* and _____* thereafter to the date of payment of the principal installment specified above; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date immediately preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

Section 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the City at an official depository bank of said City. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said City, and shall be used only for paying the interest on and principal of said Certificates. All ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said City, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said City, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and

¹To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest and any premium on the Certificates shall be deposited in the Interest and Sinking Fund and used to pay interest on the Certificates.

Section 7. REVENUES. The Certificates together with other obligations of the City, are additionally secured by and shall be payable from a limited pledge of the surplus revenues of the City's Water and Sewer System remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligation (now or hereafter outstanding) which are payable from all or any part of the net revenues of the City's Water and Sewer System, with such amount not to exceed \$1,000 constituting "Surplus Revenues." The City shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 6, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 6, if Surplus Revenues are actually on deposit or budgeted for deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 6 may be reduced to the extent and by the amount of the Surplus Revenues then on deposit in the Interest and Sinking Fund or budgeted for deposit therein.

The Mayor of the City Council of the City and the City Secretary of the City are hereby ordered to do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest.

Section 8. DEFEASANCE OF CERTIFICATES. (a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section 8, when payment of the principal of such Certificate, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Certificates shall have become due and payable or (3) any combination of (1) and (2). At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Certificate as aforesaid when proper notice of redemption of such Certificates shall have been

given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City Council of the City also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Certificate and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council of the City.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Certificates and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Certificates and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Certificates and such Certificates shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Certificate affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Certificate to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Certificate for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Certificate for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Certificate as though it was being defeased at the time of the exercise of the option to redeem the Defeased Certificate and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Certificate.

As used in this Section, "Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council of the City adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council of the City adopts or approves proceedings

authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent. "Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES. (a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the Registered Owner applying for a replacement certificate shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificates shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificates, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement Certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Subchapter B of Chapter 1206, Texas Government Code, this Section 9 of this Ordinance shall constitute authority for the issuance of any such replacement Certificate without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Certificate is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying

Agent/Registrar shall authenticate and deliver such Certificate in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for the Certificates issued in conversion and exchange for other Certificates.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF THE CERTIFICATE; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City Council of the City is hereby authorized to have control of the Certificate initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificate pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificate said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificate, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel and the assigned CUSIP numbers, if any, may, at the option of the City, be printed on the Certificate issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Certificate. In addition, if bond insurance is obtained, the Certificate may bear an appropriate legend as provided by the insurer.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES. (a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve

fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the

Certificates. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager or Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the City may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

(g) Written Procedures. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City hereby adopts and establishes the instructions attached hereto as Exhibit A as their written procedures for the Certificates and any other tax-exempt debt or obligation outstanding or hereafter issued. .

Section 12. SALE OF CERTIFICATES. The Certificate is hereby sold and shall be delivered to _____ (the "Purchaser"), for cash for a price of \$_____ pursuant to and in accordance with the terms and provisions of the purchase and investment letter (the "Investment Letter") relating to the Certificate and dated the date of the adoption of this Ordinance, in substantially the form attached hereto as Exhibit B. The Certificate shall initially be registered in the name of the Purchaser.

In consultation with, and reliance upon the advice of the financial advisor for the City, the City Council hereby finds the terms and sale of the Certificates are the most advantageous reasonably available on the date and time of the pricing of the Certificates given the then existing market conditions and the stated terms of sale on such date and time and accordingly that such terms are in the best interest of the City.

Section 13. DEFAULT AND REMEDIES. (a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default: (i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or (ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Certificates, and the continuation thereof for a period of 30 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default. (i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies; (ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive. (i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance. (ii) The exercise of

any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy. (iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council. (iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 14. ESTABLISHMENT OF CONSTRUCTION FUND AND INTEREST EARNINGS. (a) Construction Fund. A special fund or account, to be designated the City of Bastrop Series 2025 Certificate of Obligation Construction Fund (the "2025 Construction Fund") is hereby created and shall be established and maintained by the City at a depository bank of the City. The 2025 Construction Fund shall be kept separate and apart from all other funds and accounts of the City. The Construction Fund and the Interest and Sinking Fund shall be invested in accordance with the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, and the City's Investment Policy.

(b) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with the Certificate proceeds for the purpose for which the Certificates are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Certificates; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 15. RESERVED.

Section 16. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT. Attached hereto as Exhibit C is a substantially final form of the Paying Agent/Registrar Agreement with an attached Blanket Issuer Letter of Representation. The Mayor of the City Council of the City is hereby authorized to amend, complete or modify such agreement as necessary and is further authorized to execute such agreement and the City Secretary is hereby authorized to attest such agreement.

Section 17. NO CONTINUING DISCLOSURE UNDERTAKING; ANNUAL REPORTING TO PURCHASER. The City will not enter into a continuing disclosure undertaking with respect to the Obligations, however the City shall provide its most current audit upon request to the Purchaser.

Section 18. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Certificates or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificates.

Section 19. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the initial sale and delivery of the Certificates, the Paying Agent/Registrar Agreement, and any insurance commitment letter or insurance policy. In addition, prior to the initial delivery of the Certificates, the Mayor, the City Secretary, the City Manager or Assistant City Manager, the City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of any bond insurer, or (iii) obtain the approval of the Certificates by the Attorney General's office.

In case any officer of the City whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 20. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the lien on and pledge to secure the payment of the Certificates.

Section 21. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions 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 contained herein.

Section 22. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the Registered Owners of the Certificates, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Certificates.

Section 23. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

Section 24. REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 25. SEVERABILITY. The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 26. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of ad valorem taxes and revenues granted by the City under Sections 6 and 7 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of ad valorem taxes and revenues granted by the City under Sections 6 and 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 27. EFFECTIVE DATE. This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 28. NO PERSONAL LIABILITY. No covenant or agreement contained in the Certificates, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council or any officer, agent, employee or representative of the City Council in his individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council nor any person executing the Certificates shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Certificates.

Section 29. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATE; BOND COUNSEL'S OPINION; AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City is hereby authorized to have control of the Certificate initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificate pending its delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificate said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificate, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel, at the option of the City, be printed on the Certificate issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience

and information of the Registered Owner of the Certificate. In addition, if bond insurance is obtained, the Certificate may bear an appropriate legend as provided by the insurer.

Section 30. ELECTRONIC SIGNATURES. The Mayor or Mayor Pro-Tem and the City Secretary hereby authorize the use of their electronic signatures in connection with the offering and sale of the Certificates and hereby authorize the City's Financial Advisor, City Attorney and Bond Counsel to use such electronic signatures in connection with the offering and sale of the Certificates.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the final reading on the 21st day of October, 2025.

Mayor, City of Bastrop, Texas

ATTEST:

City Secretary, City of Bastrop, Texas

EXHIBIT "A"

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Bonds, Notes, Certificates, Leases or other Obligations now or hereafter outstanding as having the interest on such debt exempt from Federal income taxes of the debt holder (the "Obligations") the Issuer's City Manager or Director of Finance (the "Responsible Person") will, as applicable to each issuance of Obligations:

- instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Obligations will be entered into within 6 months of the Issue Date;
- monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of any facilities are expended within 3 years of the date of delivery of the Obligations ("Issue Date");
- restrict the yield of the investments to the yield on the Obligations after 3 years of the Issue Date;
- monitor all amounts deposited into a sinking fund or funds, e.g., the Debt Service Fund/Bond Fund/Interest and Sinking Fund, to assure that the maximum amount invested at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12-month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period;
- ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more;
- assure that the maximum amount of any reserve fund for any Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date;
- monitor the actions of the escrow agent (to the extent an escrow is funded with proceeds) to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;
- maintain any official action of the Issuer (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;

- ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
- assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Bonds the Responsible Person will:

- \$ monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- \$ monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- \$ monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- \$ monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- \$ determine whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- \$ determine whether, at any time the Obligations are outstanding, the facilities are sold or otherwise disposed of; and
- \$ take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Order related to the public use of the facilities.

C. Record Retention. The Responsible Persons will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

EXHIBIT "B"
FORM OF LETTER OF INVESTMENT

EXHIBIT "C"
PAYING AGENT/REGISTRAR AGREEMENT

[Please see separate tab of transcript]



STAFF REPORT

MEETING DATE: October 21, 2025

TITLE:

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

AGENDA ITEM SUBMITTED BY:

Elizabeth Wick, CFM, Project Manager

BACKGROUND/HISTORY:

The proposed wireless telecommunications facility on the Long Tract, located at 206 Lovers Lane, shown by the green square below, is positioned approximately 600' south of College Street, and is within FEMA one-hundred year floodplain as shaded in blue with a base flood elevation (BFE) of 352'.



The City of Bastrop *Stormwater Drainage Design Manual* Section 1 Part B. General Provisions paragraph 2: requires a Letter of Map Revision (LOMR) for any new development within the one-hundred-year floodplain.

The intent and purpose of requiring a LOMR is to protect health, safety, and environmental quality.

Following Section 16.01.013 – Exceptions and waivers, the Development Review Committee recommended approval of the waiver on Thursday, October 9, 2025, due to the following criteria:

- The site plan provided shows equipment pads located on natural high ground at 356' while the BFE is at 352'.
- The communication infrastructure is a non-habitable development, and the relative impact would be negligible.

According to the Stormwater Drainage Ordinance, the final approval of any waiver to the requirements listed within the manual rests with the Council. Therefore, the Staff is presenting this item to the Council for final approval so that the development may proceed with their proposed improvements to the area.

RECOMMENDATION:

Approve a waiver for alternate drainage standards for a wireless telecommunications facility on the Long Tract, located at 206 Lovers Lane, within the city limits of the City of Bastrop.

ATTACHMENTS:

1. Resolution No. R-2025-183
2. Exhibit A: Drainage Waiver Application
3. Exhibit B: Site Development Plan – MyGov #25-000164

RESOLUTION NO. R-2025-183

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A WAIVER FOR ALTERNATE DRAINAGE STANDARDS FOR A WIRELESS TELECOMMUNICATIONS FACILITY ON THE LONG TRACT, LOCATED AT 206 LOVERS LANE, WITHIN THE CITY LIMITS OF THE CITY OF BASTROP; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop Code of Ordinances Section 16 Stormwater Drainage allows the City Council to approve exceptions or waivers, and

WHEREAS, the applicant for a wireless telecommunications facility on the Long Tract, located at 206 Lovers Lane, within the city limits of the City of Bastrop has requested a waiver to the requirement of a Letter of Map Revision (LOMR); and

WHEREAS, the Development Review Committee recommended approval of the waiver on October 9, 2025, due to the following criteria: A. the site plan provided shows equipment pads located on natural high ground at 356' while the BFE is at 352' and B. the communication infrastructure is a non-habitable development, and the relative impact would be negligible; and

WHEREAS, the City Council finds that approval of the waiver is consistent with the intent and purpose of the Stormwater Drainage Ordinance.

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

Section 1. The City Council approves and authorizes the execution of the waiver for alternate drainage standards, as attached in Exhibit A.

Section 2. 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 21st day of October 2025.

APPROVED:

Ishmael Harris, Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney



VINCENT GERARD & ASSOCIATES, INC.

Mr. James Cowey
Development Services Director,
Bastrop Texas

Sept. 30th, 2025

RE:Alternate Drainage Standards for Vertical Bridge & Primary Carrier - AT&T Mobility, Long Tract, Lovers Lane, Bastrop Texas

Mr. Cowey,

This project consists of an unoccupied structure that is being constructed above a FEMA studied floodplain (flood zone AE) located along the banks of an existing creek with conveyance to Colorado River and we find no adverse impacts to grant this waiver. All runoff is conveyed to the Colorado River unimpeded with no structures along this route.

1. The granting of the exception or waiver will not be detrimental to the public safety, health, or welfare, and will not be injurious to other property;

Response: *This land use is not open to the public and will have little to no impact on existing drainage conditions. The property is owned by the Landowner all the way to the creek so no safety, health and welfare or concerns of injury. The remaining parcel is agricultural.*

2. The conditions upon which the request is based are unique to the property for which the relief is sought and are not applicable generally to other property;

Response: *Yes, this tract is extremely unique, remains as an undeveloped agricultural tract and shows no probability of concerns downstream. Conveyance is unimpeded. This is a small unmanned facility that will not significantly affect the current drainage conditions of the property.*

3. Because of the location or conditions affecting the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations is carried out;

Response: *Since this facility is unmanned, and the footprint is very small, the full intent for drainage and detention study would be a costly inconvenience to the property owner. An engineered drainage study would be a hardship and unnecessary and would show no adverse impacts.*

4. The relief sought will not materially alter the provisions of any existing regional stormwater management plan except that the plan may be amended in the manner prescribed by law; and

Response: *This will not materially alter the existing regional storm water plan.*

5. The granting of the exception or waiver will not result in a violation of state or federal laws or permits.

Response: *This exception/waiver will not violate state or federal laws.*

Sincerely



Vincent G. Huebinger

Xc; *Collin Harvell Vertical Bridge*
Audra White – AT&T Mobility



(HEREINAFTER REFERRED TO AS "OWNER")

AT&T SITE ID: ROSCOE
AT&T FA NUMBER: 15055406
VERTICAL BRIDGE SITE NUMBER: US-TX-6245
VERTICAL BRIDGE SITE NAME: BASTROP MIDDLE SCHOOL
AT&T PACE NUMBER: MRSTX059580
AT&T PROJECT NUMBER: 3059A0RBKH
AT&T IWM NUMBER: WSSTX0014326



(HEREINAFTER REFERRED TO AS "NEW LESSEE")



THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

DRAWN BY	CAD
CHECKED BY	CAE

PROJECT SUMMARY

SITE NAME: BASTROP MIDDLE SCHOOL
SITE NUMBER: US-TX-6245

SITE ADDRESS: LOVER'S LANE
 (NOT E911 VERIFIED) BASTROP, TX 78602

COUNTY: BASTROP

JURISDICTION: CITY OF BASTROP

ZONING: N/A

PROPERTY OWNER: L & L RANCH, LLC.
 201 HILL ST
 BASTROP, TX 78602

CONTACT: ROBERT LONG JR.
 PHONE: (512) 848-3332

STRUCTURE OWNER: VERTICAL BRIDGE 500, LLC.
 750 PARK OF COMMERCE DR., SUITE 200
 BOCA RATON, FL 33487

CONTACT: DAVE SMITH
 PHONE: (615) 636-9495

LESSEE: AT&T
ATTENTION: AUDRA WHITE
 PHONE: (832) 270-3808

LESSEE SITE NAME: BASTROP MIDDLE SCHOOL
FA NUMBER: 15055406

1A SITE COORDINATES:
 LATITUDE: 30° 06' 09.55" N (NAD83) ; (30.102653°)
 LONGITUDE: -97° 18' 51.02" W (NAD83) ; (-97.314172°)
 ELEVATION: 355.4' AMSL (NAVD88)

OCCUPANCY: UNMANNED

SITE TYPE: RAWLAND
TOWER TYPE: MONOPOLE
TOWER HEIGHT: 118'-0"
LESSEE ACL: 113'-0"

POWER COMPANY: BASTROP POWER & LIGHT

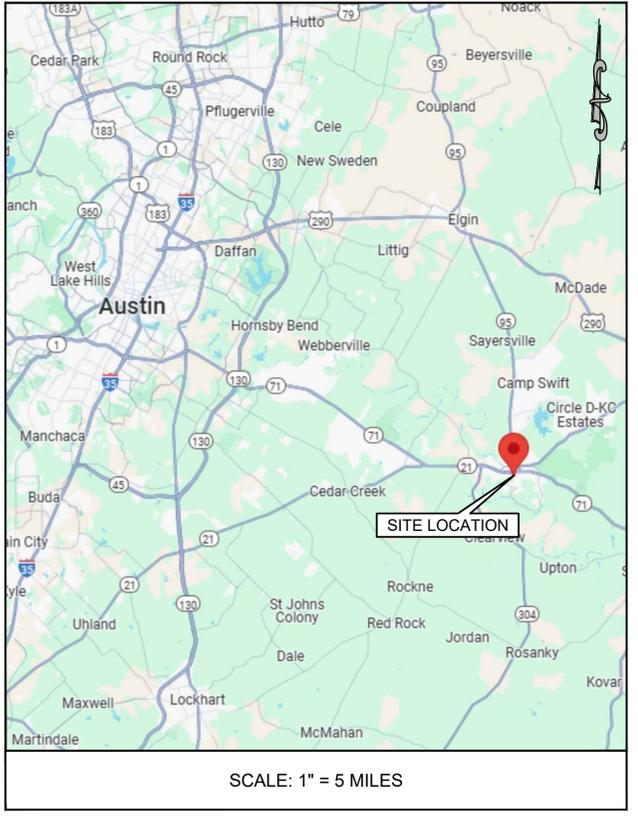
FIBER: AT&T

POLICE DEPARTMENT: BASTROP COUNTY SHERIFF'S OFFICE
 PHONE: (512) 303-1080

FIRE DEPARTMENT: BASTROP FIRE DEPARTMENT
 PHONE: (512) 332-8670

PROJECT ENGINEER: GEN7 ENGINEERING, LLC.
CONTACT: STEPHEN M. CARPENTER, P.E.
 PHONE: (423) 838-2830

LOCATION MAP



SHEET INDEX

C-001	TITLE SHEET
C-002 THRU C-003	GENERAL NOTES
LS-001 THRU LS-003	LAND SURVEY
C-101	OVERALL SITE LAYOUT PLAN
C-102	SITE LAYOUT PLAN
C-200	EROSION NOTES
C-201	SITE GRADING PLAN
C-202	SITE DRAINAGE PLAN
C-203	DRIVEWAY PROFILE
C-301 THRU C-302	SITE DETAILS
ATTACHED	VG&A SITE EXHIBITS (FOR REFERENCE)
ATTACHED	EQUIPMENT SPECIFICATIONS

CALL TEXAS ONE CALL
(800) DIG-TESS
CALL 3 WORKING DAYS
BEFORE YOU DIG!

BASTROP FIRE DEPARTMENT

FIRE DESIGN CODES	INTERNATIONAL FIRE CODE 2018 EDITION WITH ADOPTED APPENDICES
FIRE FLOW DEMAND @ 20 PSI (GPM)	1,000 GPM
INTENDED USE	TELECOMMUNICATION TOWER SITE
CONSTRUCTION CLASSIFICATION	DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH TIA 222
BUILDING FIRE AREA (S.F.)	2,500 SQ. FT. (FENCED COMPOUND AREA)
AUTOMATIC FIRE SPRINKLER SYSTEM (IF APPLICABLE)	N/A
REDUCED FIRE FLOW DEMAND @ 20 PSI FOR HAVING A SPRINKLER SYSTEM (GPM) (IF APPLICABLE)	N/A
FIRE HYDRANT FLOW TEST DATE	TBD
FIRE HYDRANT FLOW TEST LOCATION	EXISTING FIRE HYDRANT WITHIN 250' OF SITE - SEE SHEET C-101
ALTERNATIVE METHOD OF COMPLIANCE AMOC (IF APPLICABLE)	N/A

OWNER'S SIGNATURE BLOCK

AS OWNER OF THIS PROPERTY, I PROMISE TO DEVELOP AND MAINTAIN THIS PROPERTY AS DESCRIBED BY THIS PLAN

NAME OF OWNER / TRUSTEE _____ DATE _____

NAME OF TOWER OWNER REPRESENTATIVE _____ DATE _____

CITY APPROVAL SIGNATURE BLOCK

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN ACCEPTING THESE PLANS, THE CITY OF BASTROP MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

ACCEPTED FOR CONSTRUCTION:

DIRECTOR OF PLANNING AND DEVELOPMENT _____ DATE _____

CITY OF BASTROP ENGINEER _____ DATE _____

CITY OF BASTROP FIRE DEPARTMENT _____ DATE _____

SIGNED AND SEALED CERTIFICATION OF THE LICENSED ENGINEER WHO PREPARED THE SITE DEVELOPMENT PLAN

I, STEPHEN M. CARPENTER, P.E., DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THESE ENGINEERING DOCUMENTS ARE COMPLETE, ACCURATE, AND ADEQUATE FOR THE INTENDED PURPOSES, INCLUDING CONSTRUCTION, BUT ARE NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL.

SIGNATURE AND SEAL OF REGISTERED ENGINEER WITH DATE

REVISIONS

#	DATE	BY	DESCRIPTION
0	08/19/25	CAD	ZONING ISSUE

TEXAS FIRM# 23586



SITE NAME
 BASTROP MIDDLE SCHOOL
SITE NUMBER
 US-TX-6245

SITE ADDRESS
 LOVER'S LANE
 BASTROP, TX 78602
SITE TYPE
 RAWLAND
PROPERTY ACREAGE
 1.76 ACRES

SHEET TITLE
 TITLE SHEET

SHEET NUMBER	REVISION
C-001	0

ABBREVIATIONS

AGL	ABOVE GROUND LEVEL	AMSL	ABOVE MEAN SEA LEVEL
CL	CENTERLINE	CONC	CONCRETE
DIA	DIAMETER	DIM	DIMENSION
EA	EACH	ELEV	ELEVATION
EQ	EQUAL	(E)	EXISTING
FTG	FOOTING	FDN	FOUNDATION
HSS	HOLLOW STRUCTURE SHAPE	LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL	MAX	MAXIMUM
(N)	NEW	NTS	NOT TO SCALE
MIN	MINIMUM	OC	ON CENTER
PL	PLATE	(P)	PROPOSED
RGS	RIGID GALVANIZED STEEL	TBR	TO BE REMOVED
TOS	TOP OF STEEL	TYP.	TYPICAL
UNO	UNLESS NOTED OTHERWISE	W/	WITH

LEGEND

SYMBOLS OF EXISTING FEATURES	DESCRIPTION	SYMBOLS OF PROPOSED FEATURES
X 100.5	SPOT ELEVATION	712.9
	CONTOUR LINE	
	STORM DRAIN	
	CATCH BASIN	
	RIGHT OF WAY	
	IRON PIN	
	BENCHMARK	
	CONCRETE MONUMENT	
	CENTERLINE	
	OVERHEAD TELEPHONE	
	UNDERGROUND TELEPHONE	
	OVERHEAD POWER	
	UNDERGROUND POWER	
	UNDERGROUND FIBER	
	FENCE LINE	
	SILT FENCE	
	LIMITS OF DISURBANCE	
	UTILITY POLE	
	LIGHT POLE	
	WATER LINE	
	WATER VALVE	
	NATURAL GAS LINE	
	GAS VALVE	
	SANITARY SEWER	
	MANHOLE	

NOTE: THIS IS A GENERAL LEGEND. ALL FEATURES MAY NOT BE LOCATED IN THIS SITE.

SCOPE OF WORK

NEW BUILD - RAWLAND

INSTALLATION OF A 118'-0" MONOPOLE W/ GROUNDING, UTILITIES, FENCED COMPOUND, AND OTHER SUPPORT STRUCTURES AND COMPONENTS.

INSTALLATION OF ANTENNAS AND ANCILLARY EQUIPMENT FOR WIRELESS COMMUNICATIONS.

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

<u>CODE TYPE</u>	<u>CODE</u>
BUILDING	2018 IBC
MECHANICAL	2018 IMC
ELECTRICAL	2018 NEC



THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

DRAWN BY	CAD
CHECKED BY	CAE

REVISIONS			
#	DATE	BY	DESCRIPTION
0	08/19/25	CAD	ZONING ISSUE



SITE NAME BASTROP MIDDLE SCHOOL	
SITE NUMBER US-TX-6245	
SITE ADDRESS LOVER'S LANE BASTROP, TX 78602	
SITE TYPE RAWLAND	
PROPERTY ACREAGE 1.76 ACRES	
SHEET TITLE GENERAL NOTES	
SHEET NUMBER C-002	REVISION 0

GENERAL NOTES:

THE MUST PROVIDE CLOSE-OUT DOCUMENTS AT THE FINAL INSPECTION WALK BEFORE PAYMENTS WILL BE MADE.

DEFINITIONS AND ABBREVIATIONS

1. THE FOLLOWING DEFINITIONS SHALL APPLY:
 - A. AHJ - AUTHORITY HAVING JURISDICTION
 - B. CONTRACTOR - GENERAL CONTRACTOR (CONSTRUCTION)
 - C. ENGINEER - GEN7 ENGINEERING, LLC.
 - D. LESSEE - AT&T
 - E. OWNER - VERTICAL BRIDGE 500, LLC.
 - F. OWNER REPRESENTATIVE - CONSTRUCTION MANAGEMENT
2. THE INSTALLATION SHALL COMPLY W/ APPLICABLE LAWS AND ORDINANCES, UTILITY COMPANY REGULATIONS, AND APPLICABLE REQUIREMENTS OF THE FOLLOWING:
 - A. ACI - AMERICAN CONCRETE INSTITUTE
 - B. AISC - AMERICAN INSTITUTE OF STEEL CONSTRUCTION
 - C. IBC - INTERNATIONAL BUILDING CODE
 - D. IECC - INTERNATIONAL ENERGY CONSERVATION CODE
 - E. IFGC - INTERNATIONAL FUEL GAS CODE
 - F. NEC - NATIONAL ELECTRIC CODE
 - G. NEMA - NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
 - H. NFPA - NATIONAL FIRE PROTECTION ASSOCIATION
 - I. NFC - NATIONAL FIRE CODE

GENERAL REQUIREMENTS:

1. THE CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY W/ ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY, MUNICIPAL AND UTILITY COMPANY. SPECIFICATIONS AND LOCAL AND STATE JURISDICTIONAL CODES BEARING ON THE PERFORMANCE OF THE WORK. THE WORK PERFORMED ON THE PROJECT AND THE MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE W/ ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES.
2. THE ARCHITECT/ENGINEER HAVE MADE EVERY EFFORT TO SET FORTH IN THE CONSTRUCTION AND CONTRACT DOCUMENTS, THE COMPLETE SCOPE OF WORK. THE CONTRACTOR BIDDING THE JOB IS NEVERTHELESS CAUTIONED THAT MINOR OMISSIONS OR ERRORS IN THE DRAWINGS AND/OR SPECIFICATIONS SHALL NOT EXCUSE SAID CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE W/ THE INTENT OF THESE DOCUMENTS.
3. THE CONTRACTOR OR BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) OWNER'S REPRESENTATIVE OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF CONTRACTOR'S PROPOSAL OR PERFORMANCE OF WORK.
4. THE SCOPE OF WORK SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND ALL OTHER MATERIALS AND LABOR DEEMED NECESSARY TO COMPLETE THE WORK/PROJECT AS DESCRIBED HEREIN.
5. THE CONTRACTOR SHALL VISIT THE JOB SITE PRIOR TO THE SUBMISSION OF BIDS OR PERFORMING WORK AND FAMILIARIZE HIMSELF W/ THE FIELD CONDITIONS AND TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE W/ THE CONTRACT.
6. THE CONTRACTOR SHALL OBTAIN AUTHORIZATION TO PROCEED W/ CONSTRUCTION PRIOR TO STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWINGS/CONTRACT.
7. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS ACCORDING TO THE MANUFACTURER'S/VENDOR'S SPECIFICATIONS UNLESS OTHERWISE NOTED OR WHERE LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
8. THE CONTRACTOR SHALL MAINTAIN A FULL SET OF CONSTRUCTION DOCUMENTS AT THE SITE, UPDATED W/ THE LATEST REVISIONS AND ADDENDUMS OR CLARIFICATIONS AVAILABLE FOR THE USE BY ALL PERSONNEL INVOLVED W/ THE PROJECT.
9. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES, AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS WHICH MAY BE REQUIRED FOR THE WORK BY THE ARCHITECT/ENGINEER, THE STATE, COUNTY OR LOCAL GOVERNMENT AUTHORITY.
11. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, EASEMENTS, PAVING, CURBING, ETC., DURING SHALL REPAIR ANY DAMAGE THAT MAY HAVE OCCURRED DUE TO CONSTRUCTION ON OR ABOUT THE PROPERTY.
12. THE CONTRACTOR SHALL KEEP THE GENERAL WORK AREA CLEAN AND HAZARD FREE DURING CONSTRUCTION AND DISPOSE OF ALL DIRT, DEBRIS/RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY.
13. THE CONTRACTOR SHALL COMPLY W/ ALL PERTINENT SECTIONS OF THE APPLICABLE BUILDING CODES AND ALL OSHA REQUIREMENTS AS THEY APPLY TO THIS PROJECT.
14. THE CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE WHERE A CONFLICT OCCURS ON ANY OF THE CONTRACT DOCUMENTS. THE CONTRACTOR IS NOT TO ORDER MATERIAL OR CONSTRUCT ANY PORTION OF THE WORK THAT IS IN CONFLICT UNTIL THAT CONFLICT IS RESOLVED BY OWNER'S REPRESENTATIVE.
15. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS.
16. THE CONTRACTOR SHALL NOTIFY THE RF ENGINEER FOR ANTENNA AZIMUTH VERIFICATION (DURING ANTENNA INSTALLATION) PRIOR TO COORDINATING SITE SWEEPING.
17. THE CONTRACTOR SHALL SUBMIT, AT THE END OF THE PROJECT, A COMPLETE SET OF AS-BUILT DRAWINGS TO OWNER'S PROJECT MANAGER.

SITE WORK AND DRAINAGE:

EARTHWORK, EXCAVATION AND GRADING

PART 1 GENERAL

- 1.01 WORK INCLUDED: REFER TO SURVEY AND SITE PLAN FOR WORK INCLUDED.
- 1.02 RELATED WORK
 1. CONSTRUCTION OF EQUIPMENT FOUNDATIONS
 2. INSTALLATION OF ANTENNA SYSTEM
 3. SITE PREPARATION

1.03 DESCRIPTIONS

1. ACCESS ROAD, TURNAROUND AREAS AND SITES ARE CONSTRUCTED TO PROVIDE A WELL DRAINED, EASILY MAINTAINED, EVEN SURFACE FOR MATERIAL AND EQUIPMENT DELIVERIES AND MAINTENANCE PERSONNEL ACCESS.

1.04 QUALITY ASSURANCE

1. APPLY SOIL STERILIZER IN ACCORDANCE W/ MANUFACTURER'S RECOMMENDATION (USE AS NEEDED)
2. VEGETATION LANDSCAPING, IF INCLUDED WITHIN THE CONTRACT WILL BE PLACED AND MAINTAINED AS RECOMMENDED BY NURSERY INDUSTRY STANDARDS.

1.05 SEQUENCING

1. CONTRACTOR IS RESPONSIBLE FOR LAYOUT AND CONSTRUCTION STAKING.
2. GRUB THE COMPLETE ROAD AND SITE AREA PRIOR TO FOUNDATION CONSTRUCTION OR PLACEMENT OF BACK FILL OR SUB-BASE MATERIAL.
3. CONSTRUCT TEMPORARY CONSTRUCTION ZONE ALONG ACCESS DRIVE.
4. THE SITE AREA WILL BE BROUGHT TO SUB-BASE COURSE ELEVATION AND THE ACCESS ROAD TO BASE COURSE ELEVATION PRIOR TO FORMING FOUNDATIONS.
5. APPLY SILT STERILIZER PRIOR TO PLACING BASE MATERIALS.
6. IF REQUIRED, GRADE, SEED, FERTILIZE AND MULCH DISTURBED AREAS IMMEDIATELY AFTER BRINGING THE SITE AND ACCESS ROAD TO BASE ELEVATION. WATER TO ENSURE GROWTH.
7. REMOVE EXCESS GRAVEL FROM TEMPORARY CONSTRUCTION ZONE.
8. AFTER APPLICATIONS OF FINAL SURFACES, APPLY SOIL STERILIZER TO THE STONE SURFACES.

1.06 SUBMITTALS

1. BEFORE CONSTRUCTION
 - H. IF LANDSCAPING IS APPLICABLE TO THE CONTRACT, SUBMIT TWO COPIES OF THE LANDSCAPING PLAN UNDER NURSERY LETTERHEAD. IF A LANDSCAPE ALLOWANCE IS INCLUDED IN THE CONTRACT, PROVIDE AN ITEMIZED LISTING OF PROPOSED COSTS UNDER NURSERY LETTERHEAD (REFER TO SITE PLAN FOR LANDSCAPING REQUIREMENT).
 - I. SUBMIT FOR APPROVAL, 1/2 CUBIC FOOT OF THE PROPOSED SURFACE COURSE MATERIAL.
 - J. LANDSCAPING WARRANTY STATEMENT, IF REQUIRED.

PART 2 PRODUCTS

2.01 MATERIALS

1. ROAD AND SITE MATERIALS: FILL MATERIAL SHALL BE ACCEPTABLE. SELECT FILL AND SHALL BE IN ACCORDANCE W/ LOCAL DEPARTMENT OF HIGHWAY AND PUBLIC TRANSPORTATION STANDARD SPECIFICATIONS.
2. SOIL STERILIZER SHALL BE EPA REGISTERED OF LIQUID COMPOSITION AND OF PRE-EMERGENCE DESIGN.
3. SOIL STABILIZER FABRIC SHALL BE MIRAFI OR EQUAL - 500% AT ACCESS ROAD AND SOAK AT COMPOUND.
4. GRAVEL FILL: WELL GRADED, HARD, DURABLE, NATURAL SAND AND GRAVEL, FREE FROM ICE AND SNOW, ROOTS, SOD RUBBISH, AND OTHER DELETERIOUS OR ORGANIC MATTER. MATERIAL SHALL CONFORM TO THE FOLLOWING GRADATION REQUIREMENTS:

U.S. SIEVE NO.	PASSING BY WEIGHT
4"	100
1/2"	50-85
#4	40-75
#10	30-60
#40	10-30
#100	5-20
#200	0-5

GRAVEL FILL TO BE PLACED IN LIFTS OF 9" MAXIMUM THICKNESS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY.

2.02 EQUIPMENT

1. COMPACTION SHALL BE ACCOMPLISHED BY MECHANICAL MEANS. LARGER AREAS SHALL BE COMPACTED BY SHEEP'S FOOT, VIBRATORY OR RUBBER TIED ROLLERS WEIGHING AT LEAST 5 TONS. SMALLER AREAS SHALL BE COMPACTED BY POWER-DRIVER, HAND-HELD TAMPER.
2. PRIOR TO OTHER EXCAVATION AND CONSTRUCTION EFFORTS, GRUB ORGANIC MATERIAL TO A MINIMUM OF 6" BELOW ORIGINAL GROUND LEVEL.
3. UNLESS OTHERWISE INSTRUCTED BY OWNER, REMOVE TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED DISPOSAL LOCATION.
4. PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, ROLL THE SOIL.
5. WHERE UNSTABLE CONDITIONS ARE ENCOUNTERED, LINE THE RUBBED AREAS W/ STABILIZER MAT PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.

PART 3 EXECUTION

3.30 INSTALLATION

1. THE SITE AND TURNAROUND SHALL BE AT THE SUB-BASE COURSE ELEVATION PRIOR TO FORMING FOUNDATIONS. GRADE OR FILL THE SITE AND ACCESS ROAD AS REQUIRED TO PRODUCE EVEN DISTRIBUTION OF SPOILS RESULTING FROM FOUNDATION EXCAVATIONS. THE RESULTING GRADE SHALL CORRESPOND W/ SAID SUB-BASE COURSE. ELEVATIONS ARE TO BE CALCULATED FROM FINISHED GRADES OR SLOPES INDICATED.
2. CLEAR EXCESS SPOILS, IF ANY, FROM JOB SITE AND DO NOT SPREAD BEYOND THE LIMITS OF OWNER'S LEASE PROPERTY UNLESS AUTHORIZED BY PROJECT MANAGER.
3. THE ACCESS ROAD SHALL BE BROUGHT TO BASE COURSE ELEVATION PRIOR TO FOUNDATION CONSTRUCTION.
4. DO NOT CREATE DEPRESSIONS WHERE WATER MAY POND.
5. THE CONTRACT INCLUDES ALL NECESSARY GRADING, BANKING, DITCHING AND COMPLETE SURFACE COURSE FOR ACCESS ROAD. ALL ROADS OR ROUTES UTILIZED FOR ACCESS TO PUBLIC THOROUGHFARE ARE INCLUDED SCOPE OF WORK UNLESS OTHERWISE INDICATED.

6. WHEN IMPROVING AN EXISTING ACCESS ROAD, GRADE THE EXISTING ROAD TO REMOVE ANY ORGANIC MATTER AND THEN SMOOTH SURFACE BEFORE PLACING FILL OR STONE.
 7. PLACE FILL OR STONE IN 3" MAXIMUM LIFTS AND COMPACT BEFORE PLACING NEXT LIFT.
 8. THE FINISH GRADE, INCLUDING TOP SURFACE COURSE SHALL EXTEND A MINIMUM OF 12" BEYOND THE SITE FENCE AND SHALL COVER THE AREA AS INDICATED.
 9. RIPRAP SHALL BE APPLIED TO THE SIDE SLOPES OF ALL FENCED AREAS, PARKING AREAS AND TO ALL OTHER SLOPES GREATER THAN 2:1.
 10. RIPRAP SHALL BE APPLIED TO THE SIDES OF DITCHES OR DRAINAGE SWALES AS INDICATED ON PLANS.
 11. RIPRAP ENTIRE DITCH FOR 6'-0" IN ALL DIRECTIONS AT CULVERT OPENINGS.
 12. SEED, FERTILIZER AND STRAW COVER SHALL BE APPLIED TO ALL OTHER DISTURBED AREAS AND DITCHES, DRAINAGE SWALES, NOT OTHERWISE RIPRAPPED.
 13. UNDER NO CIRCUMSTANCES SHALL DITCHES, SWALES OR CULVERTS BE PLACED SO THEY DIRECT WATER TOWARDS OR PERMIT STANDING WATER IMMEDIATELY ADJACENT TO SITE. IF OWNER DESIGNS OR IF DESIGN ELEVATIONS CONFLICT W/ THIS GUIDANCE, ADVISE THE OWNER IMMEDIATELY.
 14. IF A DITCH LIES W/ SLOPES GREATER THAN TEN PERCENT, MOUNT DIVERSIONARY HEADWALLS IN THE DITCH FOR 6'-0" ABOVE THE CULVERT ENTRANCE.
 15. SEED AND FERTILIZER SHALL BE APPLIED TO SURFACE CONDITIONS WHICH WILL ENCOURAGE ROOTING. RAKE AREAS TO BE SEEDED TO EVEN THE SURFACE AND TO LOOSEN THE SOIL.
 16. SOW SEEDS IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER.
 17. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE GROWTH OF SEEDED AND LANDSCAPED AREAS BY WATERING TO THE POINT OF RELEASE FROM THE CONTRACT. CONTINUE TO REWORK BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.
- 3.04 FIELD QUALITY CONTROL**
- COMPACTION SHALL BE 90% STANDARD PROCTOR DENSITY IN ACCORDANCE W/ ASTM D-1557 FOR SITE WORK AND 95% STANDARD PROCTOR DENSITY UNDER SLAB AREAS. AREAS OF SETTLEMENT WILL BE EXCAVATED AND REFILLED AT CONTRACTOR'S EXPENSE.
- 3.05 PROTECTION**
1. PROTECT SEEDED AREAS FROM EROSION BY SPREADING STRAW TO A UNIFORM LOOSE DEPTH OF 1"-2". STAKE AND TIE DOWN AS REQUIRED. USE OF EROSION CONTROL MESH OR MULCH NET SHALL BE AN ACCEPTABLE ALTERNATIVE.
 2. ALL TREES PLACED IN CONJUNCTION W/ A LANDSCAPE CONTRACT SHALL BE WRAPPED/TIED W/ HOSE PROTECTED WIRE AND SECURED TO STAKES EXTENDING 2'-0" INTO THE GROUND ON FOUR SIDES OF THE TREE.
 3. ALL EXPOSED AREAS SHALL BE PROTECTED AGAINST WASHOUTS AND SOIL EROSION. STRAW BALES SHALL BE PLACED AT THE INLET APPROACH TO ALL NEW OR EXISTING CULVERTS.

EROSION AND SEDIMENT CONTROL NOTES:

1. UNLESS OTHERWISE INDICATED, ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CONSTRUCTED AND MAINTAINED ACCORDING TO MINIMUM STANDARDS AND SPECIFICATIONS OF THE APPLICABLE EROSION & SEDIMENT CONTROL MEASURES AND ALL APPLICABLE LOCAL CODES.
2. ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO OR AS THE FIRST STEP OF CLEARING. ADD MEASURES AS NECESSARY AS DISTURBANCES INCREASE AS PART OF THE PHASED CONSTRUCTION.
3. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN, ALONG W/ THE APPROVED NOTICE OF INTENT AND STORMWATER POLLUTION PREVENTION PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.
4. PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES IN AREAS OTHER THAN INDICATED ON THESE PLANS (INCLUDING BUT NOT LIMITED TO, OFF-SITE BORROW OR WASTE AREAS), THE CONTRACTOR SHALL SUBMIT A SUPPLEMENTARY EROSION CONTROL PLAN TO THE OWNER FOR REVIEW AND APPROVAL BY THE PLAN APPROVING AUTHORITY.
5. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION AS DETERMINED BY THE PLAN APPROVING AUTHORITY.
6. ALL DISTURBED AREAS ARE TO DRAIN TO APPROVED SEDIMENT CONTROL MEASURES FINAL STABILIZATION IS ACHIEVED.
7. DURING DEWATERING OPERATIONS, WATER WILL BE PUMPED INTO AN APPROVED FILTERING DEVICE.
8. CONSTRUCTION SHALL BE SEQUENCED TO MINIMIZE EXPOSURE TIME OF CLEARED SURFACE AREA. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE AND FUNCTIONAL PRIOR TO EARTH MOVING OPERATIONS. ALL CONTROL MEASURES SHALL BE CHECKED AND REPAIRED AS NECESSARY, AND AT MAXIMUM 14 CALENDAR DAYS IN DRY PERIODS AND WITHIN 24 HOURS AFTER ANY RAINFALL EXCEEDING 0.5 INCH WITHIN A 24 HOUR PERIOD.
9. THE CONTRACTOR SHALL DESIGNATE IN WRITING THE NAME AND PHONE NUMBER OF THE INDIVIDUAL RESPONSIBLE FOR EROSION AND SEDIMENT CONTROLS.
10. PRE-CONSTRUCTION VEGETATIVE GROUND COVER SHALL NOT BE REMOVED MORE THAN 20 CALENDAR DAYS PRIOR TO GRADING. ALL GRADED AREAS EXPECTED TO REMAIN UNFINISHED FOR MORE THAN 30 CALENDAR DAYS SHALL BE COVERED W/ TEMPORARY GRASS, SOD, STRAW, MULCH OR FABRIC MATS. PERMANENT SOIL STABILIZATION SHALL BE INSTALLED WITHIN 15 CALENDAR DAYS OF FINAL GRADING.
11. THE CONTRACTOR SHALL MAINTAIN RECORDS OF EROSION CONTROL INSPECTIONS AND REPAIRS FOR A MINIMUM OF 3 YEARS AFTER CONSTRUCTION COMPLETION.
12. MULCHING SHALL CONSIST OF LOOSE HAY OR STRAW APPLIED AT THE RATE OF 2 TONS/ACRE.
13. THE CONTRACTOR SHALL REMOVE SEDIMENT FROM TRAPS, SILT FENCES, SEDIMENT PONDS, ETC. AS NECESSARY AND WHEN CAPACITY HAS BEEN REDUCED BY 50%.
14. STOCKPILES SHALL BE STABILIZED AND PROTECTED FROM EROSION.



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DRAWN BY	CAD
CHECKED BY	CAE

REVISIONS			
#	DATE	BY	DESCRIPTION
0	08/19/25	CAD	ZONING ISSUE



SITE NAME	BASTROP MIDDLE SCHOOL
SITE NUMBER	US-TX-6245

SITE ADDRESS	LOVER'S LANE BASTROP, TX 78602
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SITE TYPE	RAWLAND
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PROPERTY ACREAGE	1.76 ACRES
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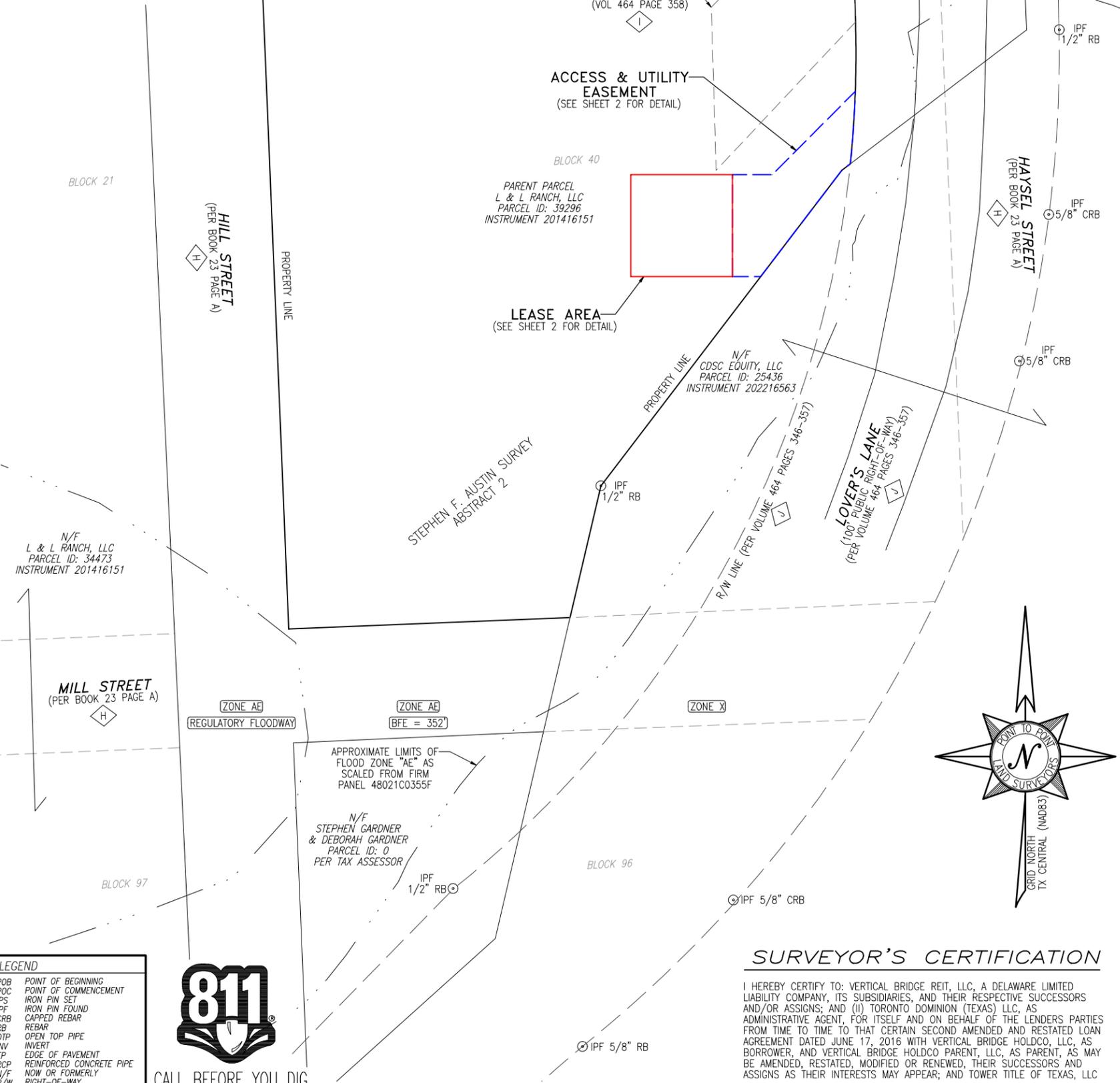
SHEET TITLE	GENERAL NOTES
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SHEET NUMBER	REVISION
C-003	0

LANDLORD APPROVAL

SITE NAME/NO.: BASTROP MIDDLE SCHOOL US-TX-6245
 THE INFORMATION CONTAINED ON THIS REVISED SURVEY IS AGREED TO AND APPROVED BY LANDLORD ON THIS _____ DAY OF _____, 20____. THIS DOCUMENT SHALL BE DEEMED AN AMENDMENT TO THE LEASE AGREEMENT BY AND BETWEEN THE PARTIES.

LANDLORD NAME, TITLE _____



LEGEND

- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- IPS IRON PIN SET
- IPF IRON PIN FOUND
- CRB CAPPED REBAR
- RB REBAR
- OTP OPEN TOP PIPE
- INW INVERT
- EP EDGE OF PAVEMENT
- RCP REINFORCED CONCRETE PIPE
- N/F NOW OR FORMERLY
- R/W RIGHT-OF-WAY



SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO: VERTICAL BRIDGE REIT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUBSIDIARIES, AND THEIR RESPECTIVE SUCCESSORS AND/OR ASSIGNS; AND (II) TORONTO DOMINION (TEXAS) LLC, AS ADMINISTRATIVE AGENT, FOR ITSELF AND ON BEHALF OF THE LENDERS PARTIES FROM TIME TO TIME TO THAT CERTAIN SECOND AMENDED AND RESTATED LOAN AGREEMENT DATED JUNE 17, 2016 WITH VERTICAL BRIDGE HOLDCO, LLC, AS BORROWER, AND VERTICAL BRIDGE HOLDCO PARENT, LLC, AS PARENT, AS MAY BE AMENDED, RESTATED, MODIFIED OR RENEWED, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR; AND TOWER TITLE OF TEXAS, LLC



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

* THIS SPECIFIC PURPOSE SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF VB BTS II, LLC AND EXCLUSIVELY FOR THE TRANSFERRAL OF THE LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFERRAL OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.
 BASIS OF BEARING: GNSS OBSERVATIONS CONDUCTED AT THE TIME OF SURVEY.
 BASIS OF ELEVATION: GNSS OBSERVATIONS CONDUCTED AT THE TIME OF SURVEY.
 EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: GEOMAX ZOOM ROBOTIC AND CARLSON BRX7 BASE AND ROVER [DATE OF LAST FIELD VISIT: 02/26/2025]. SEE GNSS NOTES FOR GNSS EQUIPMENT.

THE 1' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID18) AND HAVE A VERTICAL ACCURACY OF ± 0.5'. CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

BEARINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON TEXAS GRID NORTH (NAD 83) CENTRAL ZONE.
 PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE AE (BASE FLOOD ELEVATION = 352 FEET). COMMUNITY PANEL NO. : 48021C0355F DATED: 5/9/2023

NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.
 ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

TEXAS REGISTRATION NO. 10194197
 THERE WERE NO VISIBLE ENCROACHMENTS AFFECTING THE LEASE AREA OR ANY OF THE EASEMENTS, AT THE TIME THE SURVEY WAS COMPLETED.

THE LEASE AREA AND ALL EASEMENTS LIE ENTIRELY WITHIN THE PARENT PARCEL.
 THE ACCESS AND UTILITY EASEMENTS GO TO A CONFIRMED PUBLIC RIGHT-OF-WAY.

GNSS NOTES

THE FOLLOWING GNSS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:

POSITIONAL ACCURACY: 0.17 FEET (HORZ) 0.28 FEET (VERT)
 TYPE OF EQUIPMENT: CARLSON BRX7 BASE AND ROVER, MULTI-FREQUENCY
 TYPE OF GNSS FIELD PROCEDURE: ONLINE POSITION USER SERVICE
 DATE OF SURVEY: 02/26/2025
 DATUM / EPOCH: NAD_83(2011)(EPOCH:2010.0000)
 PUBLISHED / FIXED CONTROL USE: N/A
 GEOID MODEL: 18
 COMBINED GRID FACTOR(S): 0.99999051
 CENTERED ON THE BASE POINT AS SHOWN HEREON.
 CONVERGENCE ANGLE: 1.55519167
 BENCHMARKS USED: D02383, D09111, D04062

Item 11B.



I DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION. THE HORIZONTAL DATUM (COORDINATES) ARE IN THE TERMS OF THE NORTH AMERICAN DATUM OF 1983 (NAD83) AND ARE EXPRESSED AS DEGREES, MINUTES AND SECONDS, TO THE NEAREST HUNDREDTH OF A SECOND. THE VERTICAL DATUM (HEIGHTS) ARE IN TERMS OF NORTH AMERICAN VERTICAL DATUM OF 1988 AND ARE DETERMINED TO THE NEAREST TENTH OF A FOOT. I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND THAT ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

DATE: 03/07/2025
 JUSTIN KYLE LAWRENCE TEXAS PROFESSIONAL LAND SURVEYOR LICENSE NO. 6589

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.

* SPECIFIC PURPOSE SURVEY PREPARED BY:



100 Governors Trace, Ste. 103
 Peachtree City, GA 30269
 (p) 678.565.4440 (f) 678.565.4497 (w) p2pls.com

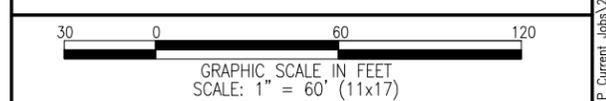
SPECIFIC PURPOSE SURVEY PREPARED FOR:



BASTROP MIDDLE SCHOOL
 US-TX-6245
 STEPHEN F. AUSTIN SURVEY, ABSTRACT 2
 CITY OF BASTROP, BASTROP COUNTY, TEXAS

PARENT PARCEL

OWNER: L & L RANCH, LLC
 SITE ADDRESS: 201 HILL ST BASTROP, TX 78602
 PARCEL ID: 39296
 AREA: 1.617 ACRES (PER TAX ASSESSOR)
 REFERENCE: INSTRUMENT NO. 201416151



NO.	DATE	REVISION	DRAWN BY: TJM	SHEET:
			CHECKED BY: JKL	1
			APPROVED: D. MILLER	
			DATE: MARCH 7, 2025	
			P2P JOB #: 250277TX	

Point - Dropbox\2025\250277TX-Bastrop Middle School\250277TX.dwg



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BASTROP MIDDLE SCHOOL
 US-TX-6245
 STEPHEN F. AUSTIN SURVEY, ABSTRACT 2
 CITY OF BASTROP, BASTROP COUNTY, TEXAS

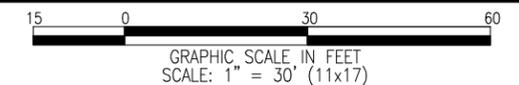
SITE INFORMATION

LEASE AREA = 2,500 SQUARE FEET (0.0574 ACRES)

AT CENTER LEASE AREA:
 LATITUDE: 30°06'09.55" (NAD 83) (30.102653°)
 LONGITUDE: -97°18'51.02" (NAD 83) (-97.314172°)
 ELEVATION = 355.4' A.M.S.L.

VERTICAL DATUM: NAVD 1988 (COMPUTED USING GEOID18)
 HORIZONTAL DATUM: NAD83

BEARINGS ARE BASED ON TEXAS GRID NORTH (CENTRAL ZONE)



NO.	DATE	REVISION	DRAWN BY: TJM	SHEET:
			CHECKED BY: JKL	2
			APPROVED: D. MILLER	
			DATE: MARCH 7, 2025	
			P2P JOB #: 250277TX	123

SURVEY NOT VALID WITHOUT ALL SHEETS

LEGEND

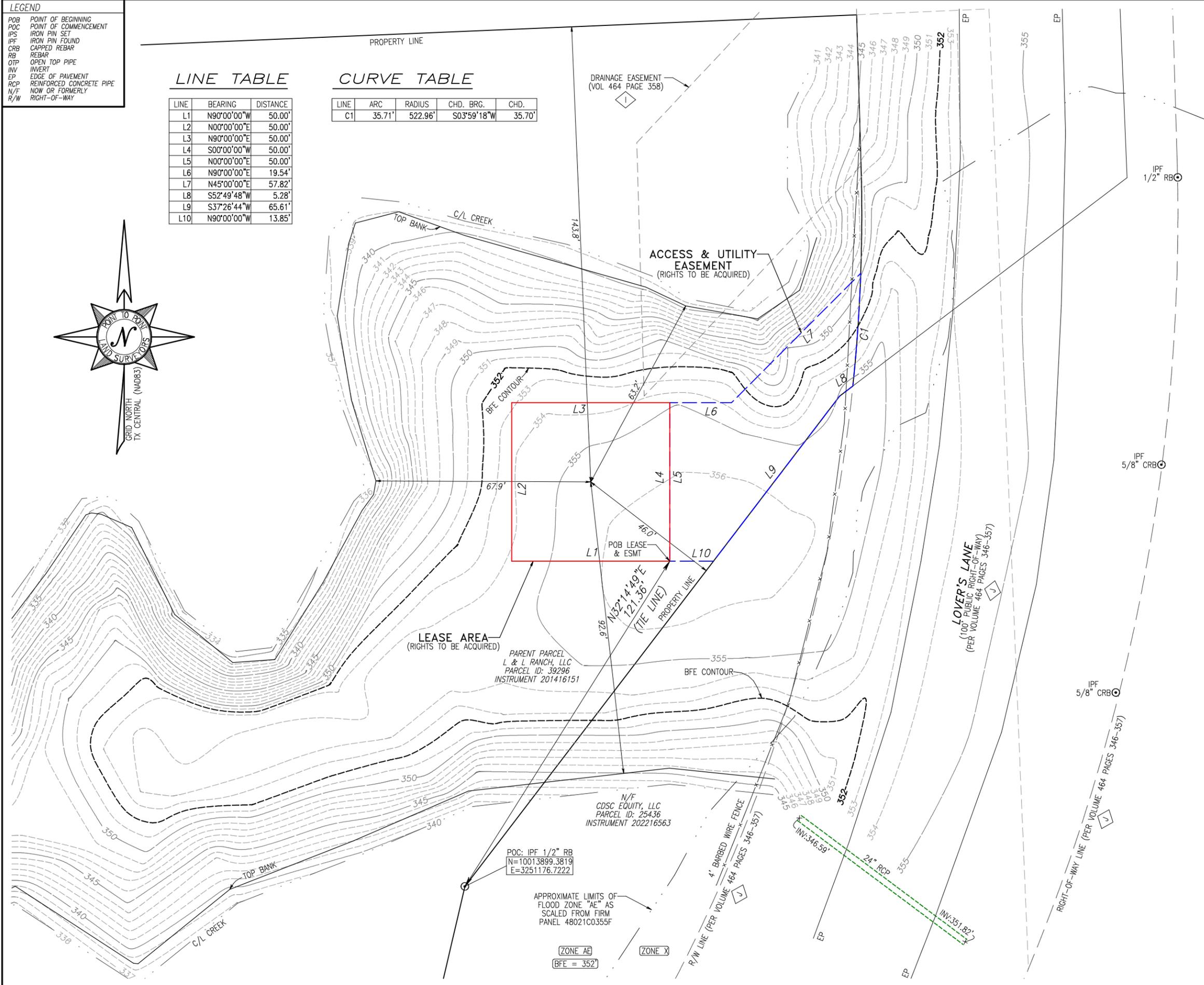
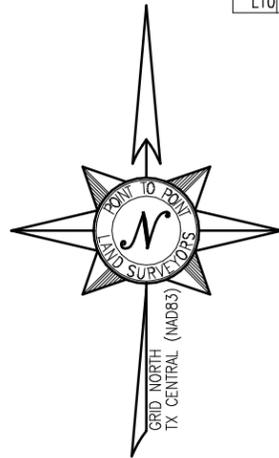
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
IPS	IRON PIN SET
IPF	IRON PIN FOUND
CRB	CAPPED REBAR
RB	REBAR
OTP	OPEN TOP PIPE
INV	INVERT
EP	EDGE OF PAVEMENT
RCP	REINFORCED CONCRETE PIPE
N/F	NOW OR FORMERLY
R/W	RIGHT-OF-WAY

LINE TABLE

LINE	BEARING	DISTANCE
L1	N90°00'00"W	50.00'
L2	N00°00'00"E	50.00'
L3	N90°00'00"E	50.00'
L4	S00°00'00"W	50.00'
L5	N00°00'00"E	50.00'
L6	N90°00'00"E	19.54'
L7	N45°00'00"E	57.82'
L8	S52°49'48"W	5.28'
L9	S37°26'44"W	65.61'
L10	N90°00'00"W	13.85'

CURVE TABLE

LINE	ARC	RADIUS	CHD. BRG.	CHD.
C1	35.71'	522.96'	S03°59'18"W	35.70'



LEASE AREA
 (RIGHTS TO BE ACQUIRED)
 PARENT PARCEL
 L & L RANCH, LLC
 PARCEL ID: 39296
 INSTRUMENT 201416151

N/F
 CDSC EQUITY, LLC
 PARCEL ID: 25436
 INSTRUMENT 202216563

POC: IPF 1/2" RB
 N=10013899.3819
 E=3251176.7222

APPROXIMATE LIMITS OF
 FLOOD ZONE "AE" AS
 SCALED FROM FIRM
 PANEL 48021C0355F

ZONE AE
 BFE = 352'
 ZONE X

NO.	DATE	REVISION	DRAWN BY: TJM	SHEET:
			CHECKED BY: JKL	2
			APPROVED: D. MILLER	
			DATE: MARCH 7, 2025	
			P2P JOB #: 250277TX	123

SURVEY NOT VALID WITHOUT ALL SHEETS



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JKL
JUSTIN KYLE LAWRENCE TEXAS PROFESSIONAL LAND SURVEYOR LICENSE NO. 6589

DATE: 03/07/2025

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* SPECIFIC PURPOSE SURVEY PREPARED BY:



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(p) 678.565.4440 (f) 678.565.4497 (w) p2pls.com

SPECIFIC PURPOSE SURVEY PREPARED FOR:



BASTROP MIDDLE SCHOOL
US-TX-6245
STEPHEN F. AUSTIN SURVEY, ABSTRACT 2
CITY OF BASTROP, BASTROP COUNTY, TEXAS

LEGAL DESCRIPTION & TITLE REVIEW SHEET

TITLE EXCEPTIONS

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY TOWER TITLE OF TEXAS, LLC, COMMITMENT DATE OF DECEMBER 11, 2024, BEING COMMITMENT NO. VTB-193827-C, FOR THE PARENT PARCEL, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

ITEMS 1-9 ARE STANDARD EXCEPTIONS AND NOT THE TYPE TO BE DEPICTED.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

ITEMS A-F ARE STANDARD EXCEPTIONS AND NOT THE TYPE TO BE DEPICTED.

G) OIL, GAS AND MINERAL LEASE BETWEEN CECIL B. LONG AND IDA LOU LONG, HUSBAND AND WIFE AND WILLIAM C. HAVERLAH, DATED APRIL 29, 1976 AND RECORDED JUNE 17, 1976 IN (BOOK) 105 (PAGE) 664 (INSTRUMENT) 2549, IN BASTROP COUNTY, TEXAS. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL BUT IS NOT PLOTTED HEREON BECAUSE IT IS BLANKET IN NATURE.]

H) ANY AND ALL MATTERS DISCLOSED ON THE MAP ENTITLED "MAP OF BASTROP TEXAS. IN (BOOK) 23 (PAGE) A, IN BASTROP COUNTY, TEXAS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL, PLOTTABLE ITEMS ARE SHOWN HEREON.]

I) DRAINAGE EASEMENT FOR HIGHWAY PURPOSES BETWEEN CECIL B. LONG; AND CITY OF BASTROP, TEXAS, DATED MARCH 20, 1987 AND RECORDED MARCH 20, 1987 IN (BOOK) 464 (PAGE) 358, IN BASTROP COUNTY, TEXAS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL, AND IS PLOTTED HEREON.]

J) RIGHT-OF-WAY EASEMENT FOR STREET PURPOSES BETWEEN CECIL B. LONG; AND CITY OF BASTROP, TEXAS, DATED MARCH 3, 1987 AND RECORDED MARCH 3, 1987 IN (BOOK) 464 (PAGE) 353, IN BASTROP COUNTY, TEXAS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL, AND IS PLOTTED HEREON.]

PARENT PARCEL

(PER COMMITMENT NO. VTB-193827-C)

THREE (3) ACRES OF LAND, MORE OR LESS, BEING A PART OF BUILDING BLOCK 40, EAST OF MAIN ST. IN THE CITY OF BASTROP, BASTROP COUNTY, TEXAS, AS DESCRIBED AS TRACT 4 IN GENERAL WARRANTY DEED DATED DECEMBER 22, 2014, FROM ROBERT KENT LONG, SR. TO L & L RANCH, LLC, RECORDED IN CLERK'S FILE NO. 201416151, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS.

PARCEL ID 39296

THIS BEING THE SAME PROPERTY CONVEYED TO L & L RANCH, LLC, A TEXAS LIMITED LIABILITY COMPANY FROM ROBERT KENT LONG, SR. IN A DEED DATED DECEMBER 22, 2014 AND RECORDED DECEMBER 31, 2014 IN INSTRUMENT NO. 201416151.

LEASE AREA

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE STEPHEN F. AUSTIN SURVEY, ABSTRACT 2, CITY OF BASTROP, BASTROP COUNTY, TEXAS, AND BEING A PORTION OF THE LANDS OF L & L RANCH, LLC, AS RECORDED IN INSTRUMENT NO. 201416151, BASTROP COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2-INCH REBAR FOUND AT A CORNER COMMON TO SAID LANDS OF L & L RANCH, LLC AND THE LANDS OF CDSC EQUITY, LLC, AS RECORDED IN INSTRUMENT NO. 202216563, SAID REBAR HAVING A TEXAS GRID NORTH, NAD83, CENTRAL ZONE VALUE OF N=10013899.3819, E=3251176.7222; THENCE RUNNING ALONG A TIE LINE, NORTH 32°14'49" EAST, 121.36 FEET TO A POINT AND THE TRUE POINT OF BEGINNING;

THENCE, NORTH 90°00'00" WEST, 50.00 FEET TO A POINT;

THENCE, NORTH 00°00'00" EAST, 50.00 FEET TO A POINT;

THENCE, NORTH 90°00'00" EAST, 50.00 FEET TO A POINT;

THENCE, SOUTH 00°00'00" WEST, 50.00 FEET TO A POINT AND THE POINT OF BEGINNING.

BEARINGS BASED ON TEXAS GRID NORTH, NAD83, CENTRAL ZONE.

SAID TRACT CONTAINS 0.0574 ACRES (2,500 SQUARE FEET), MORE OR LESS, AS SHOWN IN A SURVEY PREPARED FOR VB BTS II, LLC BY POINT TO POINT LAND SURVEYORS, INC. DATED MARCH 7, 2025.

ACCESS & UTILITY EASEMENT

TOGETHER WITH AN ACCESS & UTILITY EASEMENT LYING AND BEING IN THE STEPHEN F. AUSTIN SURVEY, ABSTRACT 2, CITY OF BASTROP, BASTROP COUNTY, TEXAS, AND BEING A PORTION OF THE LANDS OF L & L RANCH, LLC, AS RECORDED IN INSTRUMENT NO. 201416151, BASTROP COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2-INCH REBAR FOUND AT A CORNER COMMON TO SAID LANDS OF L & L RANCH, LLC AND THE LANDS OF CDSC EQUITY, LLC, AS RECORDED IN INSTRUMENT NO. 202216563, SAID REBAR HAVING A TEXAS GRID NORTH, NAD83, CENTRAL ZONE VALUE OF N=10013899.3819, E=3251176.7222; THENCE RUNNING ALONG A TIE LINE, NORTH 32°14'49" EAST, 121.36 FEET TO A POINT ON THE LEASE AREA AND THE TRUE POINT OF BEGINNING;

THENCE RUNNING ALONG SAID LEASE AREA, NORTH 00°00'00" EAST, 50.00 FEET TO A POINT;

THENCE LEAVING SAID LEASE AREA AND RUNNING, NORTH 90°00'00" EAST, 19.54 FEET TO A POINT;

THENCE, NORTH 45°00'00" EAST, 57.82 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LOVER'S LANE (HAVING A 100-FOOT PUBLIC RIGHT-OF-WAY);

THENCE RUNNING ALONG SAID RIGHT-OF-WAY LINE, 35.71 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 522.96 FEET AND BEING SCRIBED BY A CHORD BEARING, SOUTH 03°59'18" WEST, 35.70 FEET TO A POINT ON THE COMMON LINE OF SAID LANDS;

THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING SAID COMMON LINE, SOUTH 52°49'48" WEST, 5.28 FEET TO A POINT;

THENCE, SOUTH 37°26'44" WEST, 65.61 FEET TO A POINT;

THENCE LEAVING SAID COMMON LINE AND RUNNING, SOUTH 90°00'00" WEST, 13.85 FEET TO A POINT AND THE POINT OF BEGINNING.

BEARINGS BASED ON TEXAS GRID NORTH, NAD83, CENTRAL ZONE.

SAID TRACT CONTAINS 0.0555 ACRES (2,418 SQUARE FEET), MORE OR LESS, AS SHOWN IN A SURVEY PREPARED FOR VB BTS II, LLC BY POINT TO POINT LAND SURVEYORS, INC. DATED MARCH 7, 2025.

NO.	DATE	REVISION	DRAWN BY: TJM	SHEET:
			CHECKED BY: JKL	3
			APPROVED: D. MILLER	
			DATE: MARCH 7, 2025	
			P2P JOB #: 250277TX	
			OF 124	

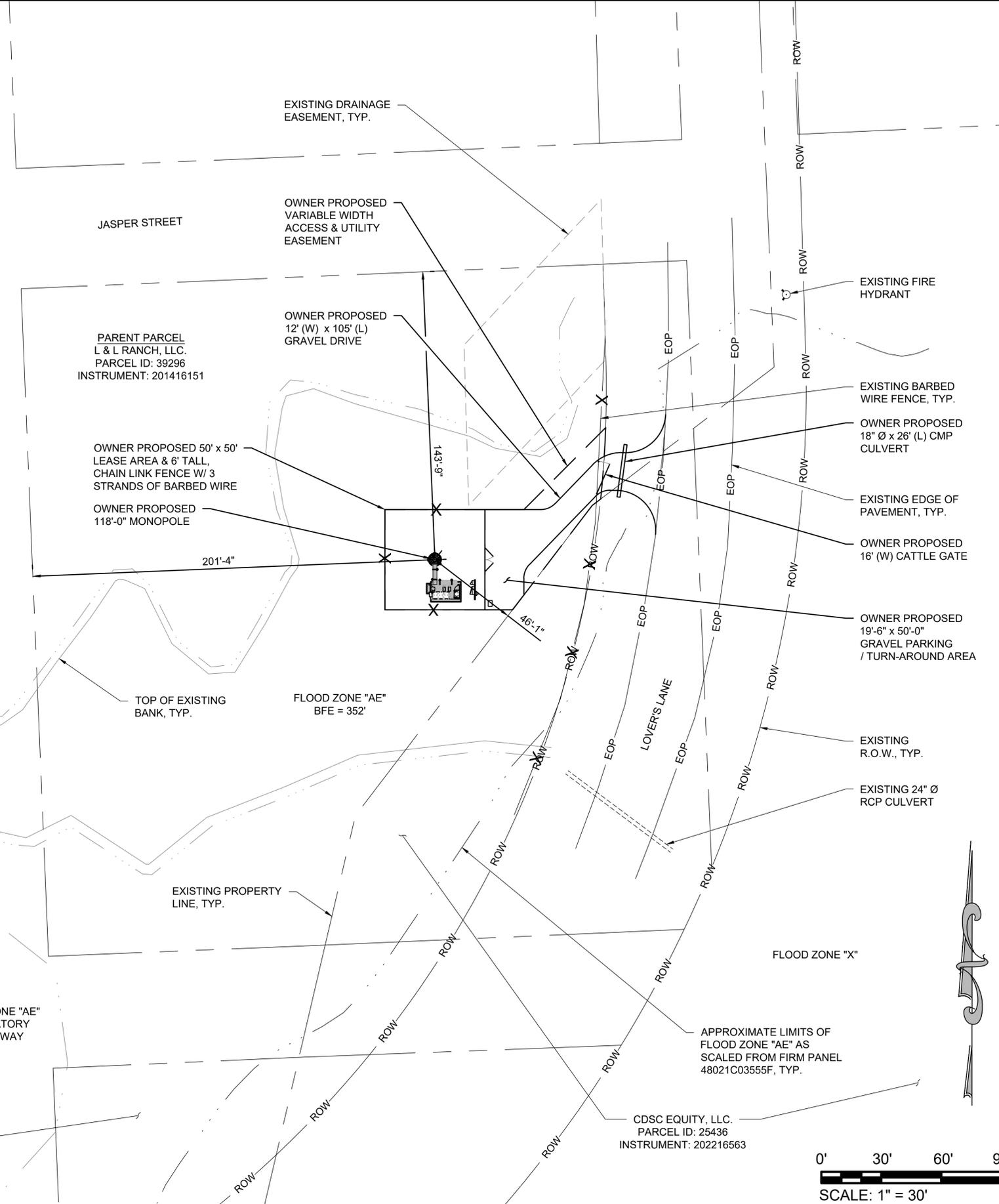
Point: Dropbox\P2P-Current-Jobs\2025\250277TX-Bastrop-Middle-School\250277TX.dwg

NOTES:

1. THIS DRAWING IS BASED ON A SITE SURVEY BY POINT TO POINT LAND SURVEYORS, INC., DATED 03/07/2025. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. THE PROPOSED USE DOES NOT REQUIRE FULL OR PART TIME EMPLOYEES AT THE SITE.
3. FOR GENERAL SITE WORK NOTES, SEE SHEET C-003.
4. ALL NORTH ARROWS ON SITE PLANS ARE TRUE NORTH, UNLESS OTHERWISE SPECIFIED.

BASTROP FIRE DEPARTMENT GENERAL NOTES:

1. THE BASTROP FIRE DEPARTMENT REQUIRES FINAL ASPHALT OR CONCRETE PAVEMENT ON REQUIRED ACCESS ROADS PRIOR TO THE START OF COMBUSTIBLE CONSTRUCTION. ANY OTHER METHOD OF PROVIDING "ALL-WEATHER DRIVING CAPABILITIES" SHALL BE REQUIRED TO BE DOCUMENTED AND APPROVED AS AN ALTERNATE METHOD OF CONSTRUCTION IN ACCORDANCE WITH THE APPLICABLE RULES FOR TEMPORARY ROADS.
2. FIRE HYDRANTS SHALL BE INSTALLED WITH THE CENTER OF THE LARGE DIAMETER HOSE CONNECTION (STEAMER) LOCATED AT LEAST 18 INCHES ABOVE FINISHED GRADE. THE STEAMER OPENING OF FIRE HYDRANTS SHALL FACE THE APPROVED FIRE ACCESS DRIVEWAY OR PUBLIC-STREET AND SET BACK FROM THE CURB LINE(S) AN APPROVED DISTANCE, TYPICALLY THREE (3) TO SIX (6) FEET. THE AREA WITHIN THREE (3) FEET IN ALL DIRECTIONS FROM ANY FIRE HYDRANT SHALL BE FREE OF OBSTRUCTIONS AND THE AREA BETWEEN THE STEAMER OPENING AND THE STREET OR DRIVEWAY GIVING EMERGENCY VEHICLE ACCESS SHALL BE FREE OF OBSTRUCTIONS.
3. TIMING OF INSTALLATIONS: WHEN FIRE PROTECTION FACILITIES ARE INSTALLED BY THE CONTRACTOR, SUCH FACILITIES SHALL INCLUDE SURFACE ACCESS ROADS. EMERGENCY ACCESS ROADS OR DRIVES SHALL BE INSTALLED AND MADE SERVICEABLE PRIOR TO AND DURING THE TIME OF CONSTRUCTION. WHEN THE FIRE DEPARTMENT APPROVES AN ALTERNATE METHOD OF PROTECTION, THIS REQUIREMENT MAY BE MODIFIED AS DOCUMENTED IN THE APPROVAL OF THE ALTERNATE METHOD.
4. ALL EMERGENCY ACCESS ROADWAYS AND FIRE LANES, INCLUDING PERVIOUS/DECORATIVE PAVING, SHALL BE ENGINEERED AND INSTALLED AS REQUIRED TO SUPPORT THE AXLE LOADS OF EMERGENCY VEHICLES. A LOAD CAPACITY SUFFICIENT TO MEET THE REQUIREMENTS FOR HS-20 LOADING (16 KIPS/WHEEL) AND A TOTAL VEHICLE LIVE LOAD OF 80,000 POUNDS IS CONSIDERED COMPLIANT WITH THIS REQUIREMENT.
5. FIRE LANES DESIGNATED ON SITE PLANS SHALL BE REGISTERED WITH THE BASTROP FIRE DEPARTMENT AND INSPECTED FOR FINAL APPROVAL.
6. THE MINIMUM VERTICAL CLEARANCE REQUIRED FOR EMERGENCY VEHICLE ACCESS ROADS OR DRIVES IS 13 FEET - 6 INCHES FOR THE FULL WIDTH OF THE ROADWAY OR DRIVEWAY.
7. DUMPSTERS AND CONTAINERS WITH AN INDIVIDUAL CAPACITY OF 1.5 CUBIC YARDS OR MORE SHALL NOT BE STORED IN BUILDINGS OR PLACED WITHIN TEN FEET OF COMBUSTIBLE WALLS, OPENINGS, OR COMBUSTIBLE ROOF EAVE LINES.



THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

DRAWN BY	CAD
CHECKED BY	CAE

REVISIONS			
#	DATE	BY	DESCRIPTION
0	08/19/25	CAD	ZONING ISSUE



SITE NAME BASTROP MIDDLE SCHOOL	
SITE NUMBER US-TX-6245	
SITE ADDRESS LOVER'S LANE BASTROP, TX 78602	
SITE TYPE RAWLAND	
PROPERTY ACREAGE 1.76 ACRES	
SHEET TITLE OVERALL SITE LAYOUT PLAN	
SHEET NUMBER C-101	REVISION 0

EROSION NOTES:

1. CLEARING AND GRUBBING SHALL NOT BE INITIATED MORE THAN 10 CALENDAR DAYS PRIOR TO GRADING OR EARTH MOVING ACTIVITIES UNLESS THE AREA IS TEMPORARILY SEEDED.
1. ALL DISTURBED AREAS SHALL BE PROPERLY STABILIZED AS SOON AS PRACTICABLE.
2. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED CONCURRENT WITH CLEARING OPERATIONS. AND SHALL BE FUNCTIONAL PRIOR TO ANY EARTH MOVING OPERATIONS.
3. CONSTRUCTION SHALL BE SEQUENCED TO MINIMIZE THE EXPOSURE TIME OF GRADED SOIL AREAS AND SHALL BE PHASED FOR PROJECTS THAT HAVE OVER 50 ACRES OF SOIL DISTURBANCE. HOWEVER, PRIORITY SHALL BE GIVEN TO FINISHING OPERATIONS AND PERMANENT EROSION CONTROL MEASURES OVER TEMPORARY EROSION CONTROL MEASURES ON ALL PROJECTS.
4. SOIL MATERIALS MUST BE PREVENTED FROM ENTERING WATERS OF THE STATE / U.S. EROSION AND SEDIMENTATION CONTROL MEASURES TO PROTECT WATER QUALITY MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. SILT FENCE MUST BE INSTALLED ALONG THE BASE OF ALL FILLS AND CUTS. ON THE DOWNHILL SIDE OF STOCKPILED SOIL. AND ALONG STREAM BANKS IN CLEARED AREAS TO PREVENT SEDIMENT MIGRATION IN TO STREAMS. THEY MUST BE INSTALLED ON THE CONTOUR, ENTRENCHED AND STAKED, AND EXTEND THE WIDTH OF THE AREA TO BE CLEARED.
5. CHECK DAMS SHALL BE UTILIZED WHERE RUNOFF IS CONCENTRATED. CLEAN ROCK, BRUSH, SANDBAG, OR CHECK DAMS SHALL BE PROPERLY CONSTRUCTED TO DETAIN RUNOFF AND TRAP SEDIMENT. CLEAN ROCK IS ROCK OF VARIOUS TYPE AND SIZE, DEPENDING UPON APPLICATION, THAT CONTAINS NO FINES, SOILS, OR OTHER WASTES OR CONTAMINANTS.
6. TEMPORARY OR PERMANENT SOIL STABILIZATION SHALL BE ACCOMPLISHED WITHIN 15 DAYS AFTER FINAL GRADING OR OTHER EARTHWORK. PERMANENT SOIL STABILIZATION SHALL REPLACE TEMPORARY STABILIZATION AS SOON AS PRACTICABLE.
7. THE CONTRACTOR SHALL INSTALL A RAIN GAUGE ON-SITE AND MAINTAIN IT IN GOOD WORKING CONDITION. THE CONTRACTOR SHALL RECORD DAILY PRECIPITATION ON THE PROJECT AND PROVIDE THIS INFORMATION TO THE ENGINEER ON A MONTHLY BASIS.
8. INSPECTIONS OF EROSION AND SEDIMENT CONTROL MEASURES SHALL BE DONE BEFORE ANTICIPATED STORM EVENTS (OR SERIES OF STORM EVENTS SUCH AS INTERMITTENT SHOWERS OVER ONE OR MORE DAYS) AND WITHIN 24 HOURS AFTER THE END OF A STORM EVENT OF 0.5 INCHES OR GREATER, AND AT LEAST TWALK-IN-CABINETE PER WEEK, 72 HOURS APART. THE RECORD OF INSPECTIONS MUST BE RETAINED ON SITE DURING THE DURATION OF THE PROJECT.
9. OUTFALL POINTS SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION AND SEDIMENT CONTROL MEASURES ARE EFFECTIVE IN PREVENTING IMPACTS TO SURROUNDING WATERS. LOCATIONS WHERE VEHICLES ENTER AND EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFF-SITE ROADWAY SEDIMENT TRACKING.
10. UPON CONCLUSION OF THE INSPECTIONS, EROSION AND SEDIMENT CONTROL MEASURE FOUND TO BE INEFFECTIVE SHALL BE REPAIRED, REPLACED, OR MODIFIED BEFORE THE NEXT RAIN EVENT, IF POSSIBLE, BUT IN NO CASE MORE THAN SEVEN DAYS AFTER THE CONDITION IS IDENTIFIED.
11. THE CONTRACTOR SHALL MAINTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN ON-SITE (OR AT A NEARBY OFFICE).
12. THE OPERATION OF EQUIPMENT IN WATERS OF THE STATE / U.S., INCLUDING WETLANDS, SHALL BE ONLY AS SHOWN ON THE PROJECT PLANS AND/OR AS SO SPECIFIED IN THE ARAP AND/OR SECTION 404 PERMIT (S). ANY ADDITIONAL PERMITS REQUIRED BY THE CONTRACTOR'S METHOD OF OPERATION, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN.
13. EXCAVATION AND FILL ACTIVITIES SHALL BE SEPARATED FROM FLOWING WATERS. ALL SURFACE WATER FLOWING TOWARD THE EXCAVATION OR FILL WORK SHALL BE DIVERTED THROUGH UTILIZATION OF COFFERDAMS, BERMS, OR TEMPORARY CHANNELS. TEMPORARY DIVERSION CHANNELS MUST BE PROTECTED BY NON-ERODIBLE MATERIAL AND LINED TO THE EXPECTED HIGH WATER LEVEL. COFFERDAMS MUST BE CONSTRUCTED OF SANDBAGS, CLEAN ROCK, STEEL SHEETING OR OTHER NON-ERODIBLE MATERIAL. CLEAN ROCK IS ROCK OF VARIOUS TYPE AND SIZE, DEPENDING UPON APPLICATION, THAT CONTAINS NO FINES, SOILS, OR OTHER WASTES OR CONTAMINANTS.
14. THE CONTRACTOR SHALL ESTABLISH AND MAINTAIN A PROACTIVE METHOD TO PREVENT LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS FROM ENTERING WATERS OF STATE / U.S.
15. THE CONTRACTOR SHALL TAKE APPROPRIATE STEPS TO ENSURE THAT PETROLEUM PRODUCTS OR OTHER CHEMICAL POLLUTANTS ARE PREVENTED FROM ENTERING WATERS STATE / U.S. ALL EQUIPMENT REFUELING, SERVICING, AND STAGING AREAS SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL LAWS, RULES, REGULATIONS, AND ORDINANCES: INCLUDING THOSE OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA). APPROPRIATE CONTAINMENT MEASURE FOR THESE AREAS SHALL BE UTILIZED. ALL SPILLS MUST BE REPORTED TO THE APPROPRIATE AGENCY, AND MEASURE SHALL BE TAKES IMMEDIATELY TO PREVENT THE POLLUTION OF WATERS OF THE STATE/U.S., INCLUDING GROUNDWATER, SHOULD A SPILL OCCUR.
16. BORROW AND WASTE DISPOSAL AREAS SHALL BE LOCATED IN NON-WETLAND AREAS AND ABOVE THE 100-YEAR, FEDERAL EMERGENCY MANAGEMENT AGENCY FLOODPLAIN. BORROW AND WASTE DISPOSAL AREAS SHALL NOT AFFECT ANY WATERS OF THE STATE / U.S. UNLESS THESE AREAS ARE SPECIFICALLY COVERED BY AN ARAP, 404, OR NPOES PERMIT, OBTAINED SOLELY BY THE CONTRACTOR.
17. WETLAND AREAS SHALL NOT BE USED AS EQUIPMENT STORAGE, STAGING, OR TRANSPORTATION AREAS, UNLESS PROVIDED FOR IN THE PLANS.
18. ANY DISAGREEMENT BETWEEN THE PROJECT PLANS, THE PROJECT AS CONSTRUCTED AND THE PERMIT OR PERMITS ISSUED FOR THE PROJECT, SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER. THE ENGINEER SHALL DECIDE WHICH HAS PRECEDENCE AND WHETHER PERMIT OR PLANS REVISIONS ARE NEEDED. IN GENERAL, PERMIT CONDITIONS WILL PREVAIL.
19. THE EROSION AND SEDIMENT CONTROL MEASURE AND/OR PLAN SHALL BE MODIFIED AS NECESSARY SO THAT THEY ARE EFFECTIVE AT ALL TIMES THROUGHOUT THE COURSE OF THE PROJECT.

20. FOR THE INSTALLATION OF BURIED UTILITIES (PIPES AND CABLES), TRENCHES SHALL BE BACKFILLED DAILY AS CONSTRUCTION PROCEEDS. BACKFILLED TRENCHES SHALL BE SEEDED AND MULCHED OR SODDED DAILY IF POSSIBLE, BUT NO LATER THAN SEVEN (7) DAYS AFTER TRENCHING. ANY TEMPORARY SPOIL PILE OF EXCAVATED EARTH SHALL BE LOCATED WITHIN THE PROJECT EROSION CONTROL MEASURES ARE NOT BACKFILLED OVERNIGHT. APPROPRIATE EROSION CONTROL AND SAFETY MEASURE WILL BE INSTALLED UNTIL SUCH TIME AS THE TRENCH IS BACKFILLED.
21. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO AND/OR CONCURRENT WITH LAND-DISTURBING ACTIVITIES AS DETAILED IN THESE PLANS.
22. THE EROSION, SEDIMENT CONTROL MEASURES, AND PLAN SHALL BE MODIFIED AS NECESSARY AS TO BE EFFECTIVE AND CURRENT AT ALL PHASES OF PROJECT.
23. CONTROLS TO PREVENT ON-SITE EROSION AND TRANSPORT OF SEDIMENT OFF-SITE SHALL AT A MINIMUM CONFORM TO THE LATEST EDITION OF THE STATE EROSION AND SEDIMENT CONTROL HANDBOOK AND ALL APPLICABLE LOCAL CODES.
24. FAILURE TO INSTALL, OPERATE, OR MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL RESULT IN ALL WORK ON THE SITE IMMEDIATELY BEING BROUGHT TO A HALT UNTIL THE MEASURES CAN BE BROUGHT INTO COMPLIANCE WITH THE APPLICABLE EROSION AND SEDIMENT CONTROL MEASURES AND ALL APPLICABLE LOCAL CODES.
25. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED CONCURRENT WITH CLEARING OPERATIONS AND SHALL BE FUNCTIONAL PRIOR TO ANY EARTH MOVING OPERATIONS. THE LOCATION OF SOME CONTROL MEASURES MAY HAVE TO BE ALTERED SLIGHTLY FROM WHAT IS SHOWN ON THE APPROVED PLANS IF DRAINAGE PATTERNS DURING CONSTRUCTION ARE SIGNIFICANTLY DIFFERENT FROM FINAL DRAINAGE PATTERNS, OR AS ACTUAL SITE TOPOGRAPHY REQUIRES.
26. SITE CONSTRUCTION MAY COMMENCE WHEN EROSION AND SEDIMENT CONTROL MEASURES SUFFICIENT TO CONTROL SEDIMENT DEPOSITS AND EROSION HAVE BEEN INSTALLED. SEDIMENT AND EROSION CONTROLS SHALL REMAIN UNTIL PERMANENT VEGETATION HAS BEEN ESTABLISHED AND FINAL PAVING AND SURFACING IS COMPLETE.
27. CONSTRUCTION EXITS SHALL BE CONSTRUCTED AT EACH POINT OF ENTRY OR EXIT FROM THE SITE AND SHALL PREVENT THE TRACK-OUT OF SEDIMENT OR OTHER MATERIAL FROM THE SITE ONTO PUBLIC RIGHT-OF-WAY. ANY MATERIAL APPEARING ON THE PUBLIC RIGHT-OF-WAY SHOULD BE REMOVED IMMEDIATELY. THE CONSTRUCTION EXIT SHALL BE MAINTAINED SO ITS PERFORMANCE DOES NOT DETERIORATE OVER THE SPAN OF THE PROJECT.
28. PERIMETER CONTROLS SHALL BE INSTALLED AFTER THE INSTALLATION OF CONSTRUCTION EXITS.
29. ALL SILT BARRIERS SHALL BE INSTALLED AS ACCESS IS OBTAINED DURING CLEARING. NO GRADING SHALL BE DONE UNTIL TUBES & WATTLES AND/OR SILT FENCES ARE INSTALLED AS SHOWN ON THE PLANS.
30. DISTURBED AREAS LEFT EXPOSED AND UNWORKED FOR PERIODS OF GREATER THAN 7 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY VEGETATION.
31. DISTURBED AREAS LEFT EXPOSED AND UNWORKED FOR PERIODS OF GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH AND PERMANENT VEGETATION.
32. DUST CONTROL SHALL BE UTILIZED AS NEEDED AND MUST BE IN COMPLIANCE WITH ALL APPLICABLE LOCAL CODES.
33. AMENDMENTS AND/OR REVISIONS TO THE ES&PC PLAN WHICH HAVE A SIGNIFICANT EFFECT ON BMP'S WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE ENGINEER.
34. THE CONTRACTOR SHALL REMOVE SILT FROM THE SILT FENCE OR TUBES & WATTLES WHEN THE ACCUMULATED DEPTH IS ONE-HALF (1/2) OF THE HEIGHT OF THE CONTROL.
35. ALL UTILITY LOCATIONS ARE APPROXIMATE, AND IT IS POSSIBLE SOME EXISTING UTILITIES ARE NOT SHOWN ON THE PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE THE LOCATIONS OF ALL UNDERGROUND UTILITIES VERIFIED AND MARKED PRIOR TO CONSTRUCTION.

GRADING NOTES :

1. PROPOSED CONTOURS AND SPOT ELEVATIONS ARE SHOWN AT TOP OF CRUSHED STONE, TOP OF FOUNDATION, OR TOP OF TOPSOIL. SEE DETAILS FOR THICKNESS OF CRUSHED STONE. MASS GRADED AREAS AND CRUSHED STONE SHALL BE FINISHED WITHIN 4" OF GRADES SHOWN. FOUNDATIONS SHALL BE FINISHED WITHIN 0.5" OF GRADES SHOWN.
2. ALL TREES, ROOTS, BRUSH, AND ORGANIC MATTER (TOPSOIL) SHALL BE REMOVED BEFORE BEGINNING FILL. FILL MATERIAL SHALL BE CLEAR SOIL CONTAINING NO ROCKS LARGER THAN 6 INCHES.
3. FILLS SHALL BE FORMED OF SATISFACTORY MATERIAL PLACED IN SUCCESSIVE HORIZONTAL LAYERS OF NOT MORE THAN 6 INCHES IN LOOSE DEPTH FOR THE FULL WIDTH OF EACH STRIP. FILL SOIL SHALL BE PLACED AT A MOISTURE CONTENT THAT IS WITHIN MINUS 1% OR PLUS 3% A OF THE OPTIMUM MOISTURE CONTENT AND TO 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM 698 (STANDARD PROCTOR). THE UPPER 12 INCHES OF FILL SHALL BE COMPACTED TO 98%.
4. STANDARD PROCTOR TESTS (ASTM 698) SHALL BE DONE BY AN INDEPENDENT TESTING LABORATORY EMPLOYED BY THE CONTRACTOR. IN-PLACE DENSITY TESTS SHALL BE PERFORMED ON EACH LIFT TO ENSURE PROPER PLACEMENT OF FILL MATERIAL.
5. ALL DISTURBED AREAS SHALL RECEIVE GROUND COVER. ALL AREAS TO RECEIVE GROUND COVER SHALL HAVE A MINIMUM OF 4 INCHES OF TOPSOIL. ALL FOREIGN DEBRIS SHALL BE REMOVED BEFORE PLACING TOPSOIL. AREAS WITH LESS THAN 4:1 SLOPE SHALL BE SEEDED WITH FOUR POUNDS OF KENTUCKY 31 FESCUE AND ONE POUND OF ANNUAL RYE PER 1,000 SQFT. SLOPES STEEPER THAN 4:1 SHALL BE SEEDED WITH A MIXTURE OF 1/4 POUND SCARIFIED SERICEA LESPEDEZA, 1/4 POUND CROWN VETCH, AND ONE POUND KENTUCKY 31 FESCUE PER 1,000 SQFT WITH 30 POUNDS PER 1,000 SQFT OF 6-12-12 FERTILIZER. SLOPES 3:1 OR STEEPER SHALL BE COVERED WITH NORTH AMERICAN GREEN EROSION CONTROL BLANKET S150 INSTALLED PER MANUFACTURERS SPECIFICATIONS (OR ENGINEER APPROVED EQUAL) TO PREVENT EROSION. CONTRACTOR SHALL WARRANTY GROUND COVER AND SLOPES FOR A PERIOD OF 1 YEAR.
6. CONFINE ALL CONSTRUCTION ACITIVITY TO PROPERTY OWNER'S PARCEL. DO NOT ENTER ADJACENT PROPERTY WITHOUT OBTAINING APPROVAL THROUGH TELLCO PARTNERSHIP.
7. CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FENCE AND OTHER TEMPORARY EROSION CONTROL MEASURES AFTER GRASS IS ESTABLISHED AND STABILIZED.
8. ALL DISTURBED AREAS NOT TO BE COVERED WITH GRAVEL, RIP RAP, PAVEMENT, OR OTHER STABILIZATION SHALL RECEIVE GROUND COVER. ALL AREAS TO RECEIVE GROUND COVER SHALL HAVE A MINIMUM OF 4 INCHES OF TOPSOIL.
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES. DO NOT ALLOW WATER TO STAND OR POND. ANY DAMAGE TO STRUCTURES OR WORK ON THE SITE CAUSED BY INADEQUATE MAINTENANCE OF DRAINAGE PROVISIONS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND ANY COST ASSOCIATED WITH REPAIRS FOR SUCH DAMAGE WILL BE AT THE CONTRACTOR'S EXPENSE.
10. ALL WASTE MATERIAL SHALL BE PROPERLY DISPOSED OF OFF-SITE OR AS DIRECTED BY THE LESSEE'S CONSTRUCTION MANAGER AND IN ACCORDANCE WITH JURISDICTIONAL AUTHORITIES.
11. EXCAVATIONS ADJACENT TO EXISTING PAVEMENT SHALL BE MADE TO A NEAT SAW-CUT LINE.
12. ALL TREES THAT ARE CUT OR KNOCKED DOWN WITHIN THE LIMITS OF DISTURBANCE SHALL BE DISPOSED OF IN ACCORDANCE WITH NOTE 10 OR MULCHED FOR LATER USE.



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CHECKED BY	CAE

REVISIONS			
#	DATE	BY	DESCRIPTION
0	08/19/25	CAD	ZONING ISSUE



SITE NAME	BASTROP MIDDLE SCHOOL
SITE NUMBER	US-TX-6245

SITE ADDRESS	LOVER'S LANE BASTROP, TX 78602
SITE TYPE	RAWLAND
PROPERTY ACREAGE	1.76 ACRES

SHEET TITLE	EROSION NOTES
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SHEET NUMBER	REVISION
C-200	0

PER THE FEMA FLOODPLAIN MAPS,
THIS SITE IS LOCATED IN AN AREA DESIGNATED AS
"ZONE AE" WITH A BASE FLOOD ELEVATION OF 352 FEET.
COMMUNITY PANEL NO.: 48021C0355F, DATED: 05/09/2023.



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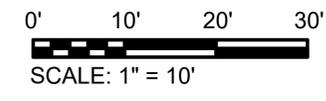
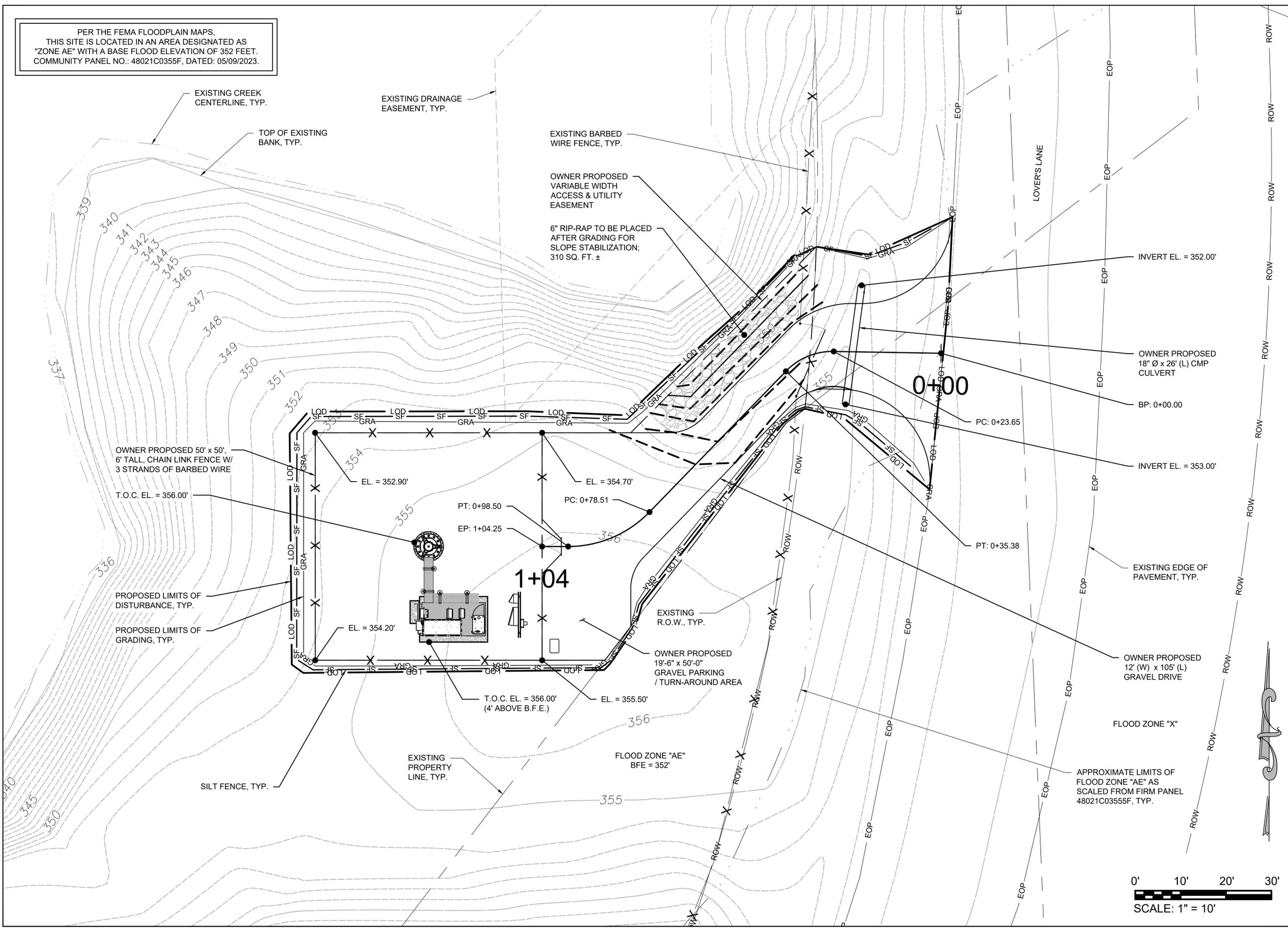
REVISIONS			
#	DATE	BY	DESCRIPTION
0	08/19/25	CAD	ZONING ISSUE



SITE NAME	BASTROP MIDDLE SCHOOL
SITE NUMBER	US-TX-6245
SITE ADDRESS	LOVER'S LANE BASTROP, TX 78602
SITE TYPE	RAWLAND
PROPERTY ACREAGE	1.76 ACRES

SHEET TITLE
SITE GRADING PLAN

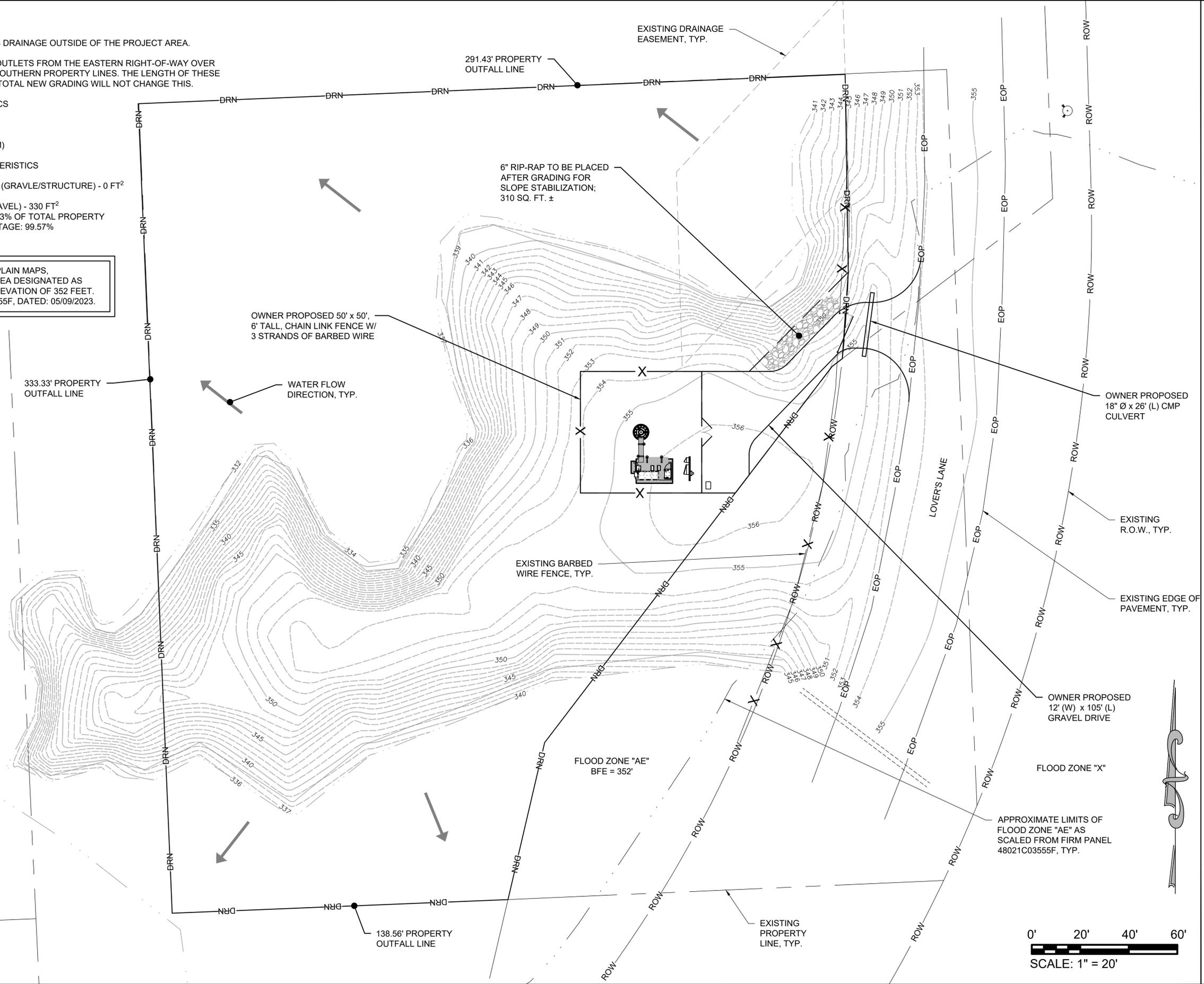
SHEET NUMBER	REVISION
C-201	0



NOTES:

1. NO CHANGES TO THE PROPERTY'S DRAINAGE OUTSIDE OF THE PROJECT AREA.
2. THE PROJECT AREA CURRENTLY OUTLETS FROM THE EASTERN RIGHT-OF-WAY OVER THE NORTHERN, WESTERN, AND SOUTHERN PROPERTY LINES. THE LENGTH OF THESE PROPERTY LINES IS 763.32 FEET. TOTAL NEW GRADING WILL NOT CHANGE THIS.
3. DRAINAGE BASIN CHARACTERISTICS
 - 3.1 1.76 ACRES
 - 3.2 RATIONAL C (PRE) - 0.4
 - 3.3 RATIONAL C (POST) - 0.6
 - 3.4 $T_c = 10$ MIN. (TXDOT MINIMUM)
4. PROPERTY IMPERVIOUS CHARACTERISTICS
 - 4.1 TOTAL AREA - 76,878.63 FT²
 - 4.2 EXISTING IMPERVIOUS AREA (GRAVLE/STRUCTURE) - 0 FT² 0.0% OF TOTAL PROPERTY
 - 4.3 NEW IMPERVIOUS AREA (GRAVEL) - 330 FT²
 - 4.4 FINAL IMPERVIOUS AREA: 0.43% OF TOTAL PROPERTY
 - 4.5 FINAL OPEN SPACE PERCENTAGE: 99.57%

PER THE FEMA FLOODPLAIN MAPS, THIS SITE IS LOCATED IN AN AREA DESIGNATED AS "ZONE AE" WITH A BASE FLOOD ELEVATION OF 352 FEET. COMMUNITY PANEL NO.: 48021C0355F, DATED: 05/09/2023.



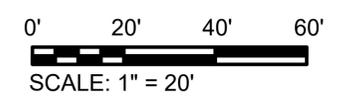
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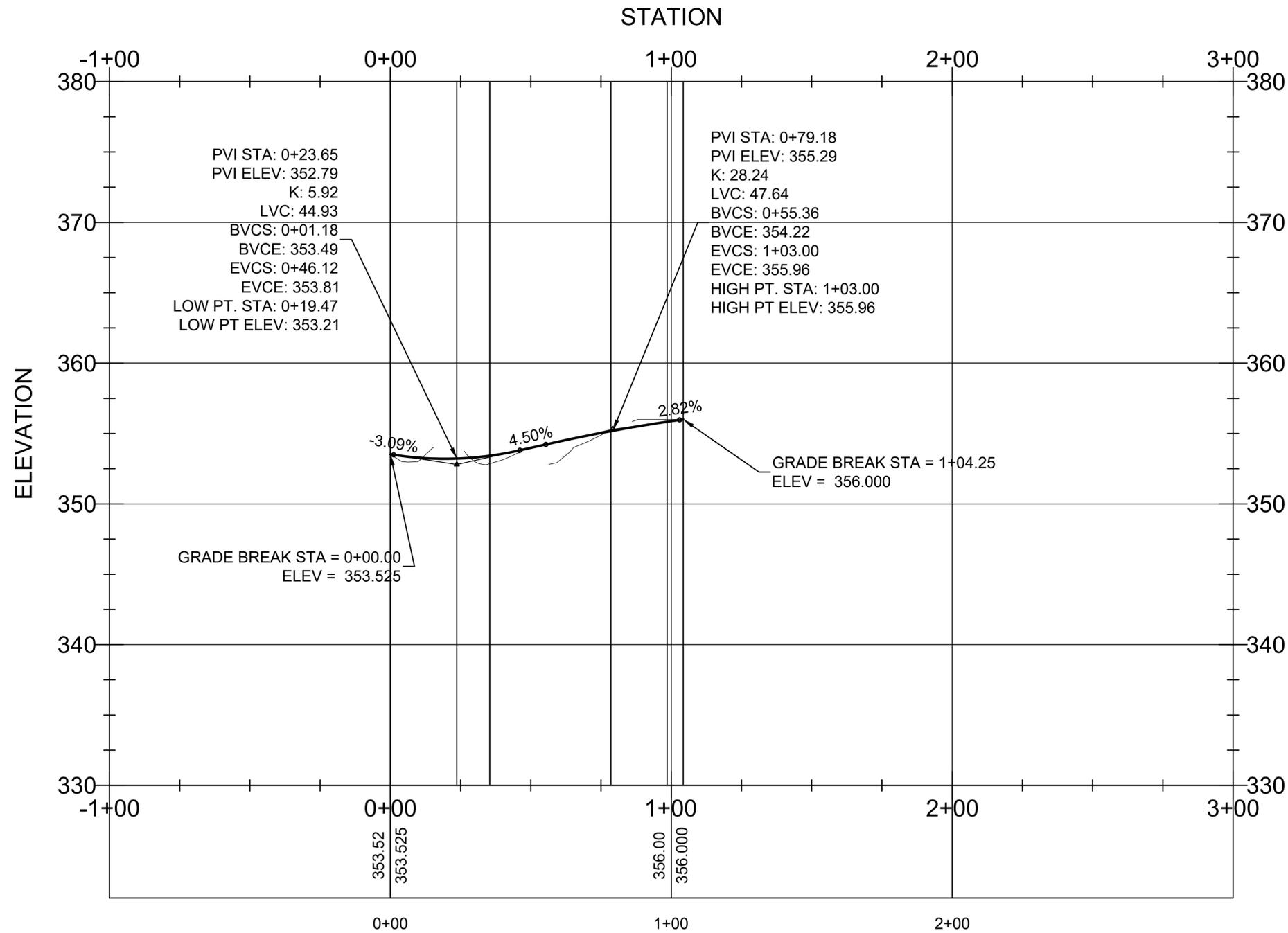
REVISIONS			
#	DATE	BY	DESCRIPTION
0	08/19/25	CAD	ZONING ISSUE



SITE NAME	BASTROP MIDDLE SCHOOL
SITE NUMBER	US-TX-6245
SITE ADDRESS	LOVER'S LANE BASTROP, TX 78602
SITE TYPE	RAWLAND
PROPERTY ACREAGE	1.76 ACRES
SHEET TITLE	SITE DRAINAGE PLAN
SHEET NUMBER	C-202
REVISION	0



ACCESS DRIVE PROFILE



CUT / FILL SUMMARY :						
TOTAL LIMITS OF DISTURBANCE :	TOTAL LIMITS OF GRADING :	NAME	2D AREA	CUT	FILL	NET
		COMPOUND vs EG	3500.00 SQ FT	0 CU YD	0 CU YD	0 CU YD <FILL>
DRIVE vs EG	1251.00 SQ FT	0 CU YD	32.84 CU YD	32.84 CU YD <FILL>		
TOTAL ROCK DISPLACEMENT	-	63.30 CU YD	-	63.30 CU YD <CUT>		
0.16 AC ±	0.15 AC ±	TOTALS	4751.00 SQ FT	63.30 CU YD	32.84 CU YD	30.46 CU YD <CUT>



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REVISIONS			
#	DATE	BY	DESCRIPTION
0	08/19/25	CAD	ZONING ISSUE



SITE NAME
BASTROP MIDDLE SCHOOL

SITE NUMBER
US-TX-6245

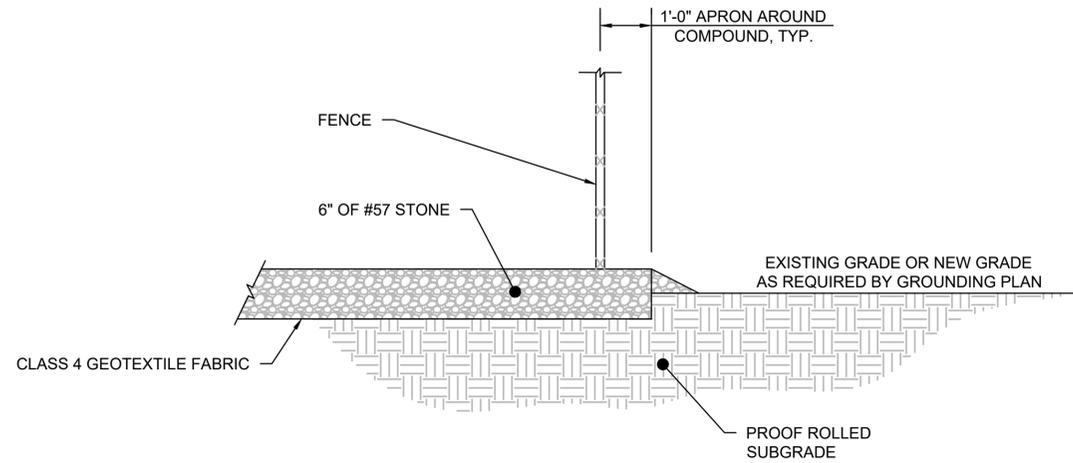
SITE ADDRESS
LOVER'S LANE
BASTROP, TX 78602

SITE TYPE
RAWLAND

PROPERTY ACREAGE
1.76 ACRES

SHEET TITLE
DRIVEWAY PROFILE

SHEET NUMBER	REVISION
C-203	0

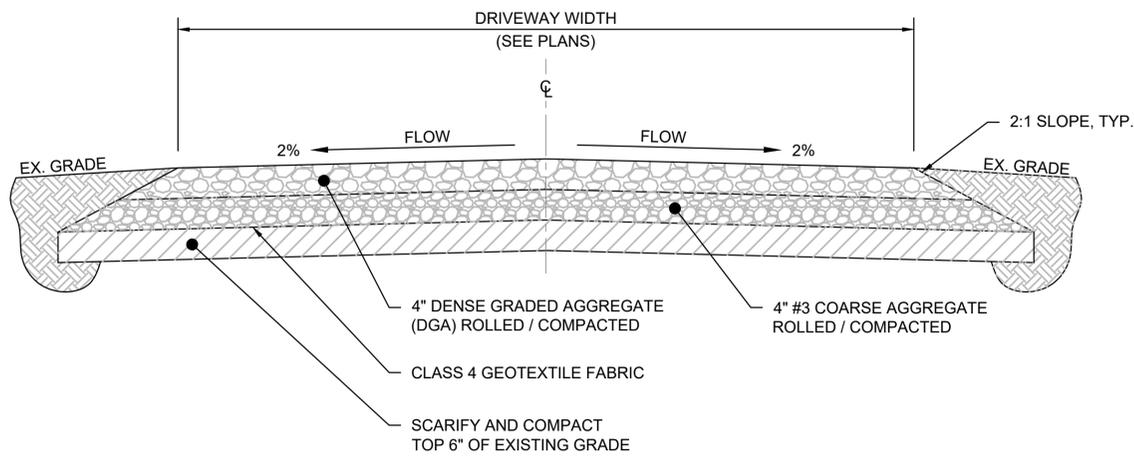


COMPOUND SURFACING (1)
NTS

NOTE:

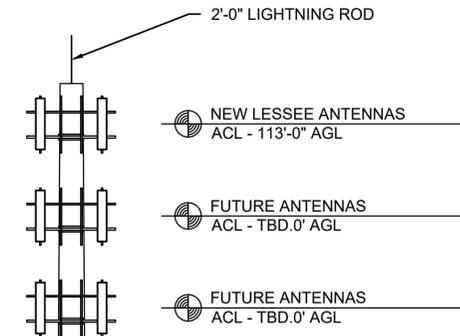
1. THE DRIVEWAY DEPICTED WITHIN THIS DOCUMENT IS DESIGNED TO SUPPORT A STANDARD ESAL AND WILL SUPPORT A LOADED 80,000 LB. FIRE TRUCK.

NOTE:
REMOVE TOP 6" OF SOIL FROM SUBGRADE.



GRAVEL ACCESS ROAD (2)
NTS

- HIGHEST APPURTENANCE
ACL - 120'-0" AGL
- TOWER HEIGHT
ACL - 118'-0" AGL



TOWER ELEVATION (3)
NTS



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TEXAS FIRM# 23586



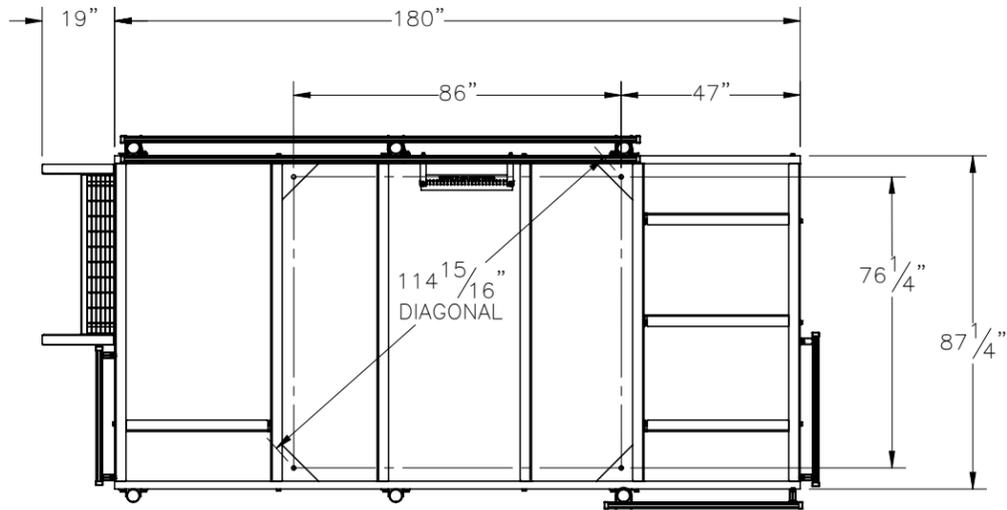
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SITE NUMBER	US-TX-6245
SITE ADDRESS	LOVER'S LANE BASTROP, TX 78602
SITE TYPE	RAWLAND
PROPERTY ACREAGE	1.76 ACRES

SHEET TITLE
SITE DETAILS

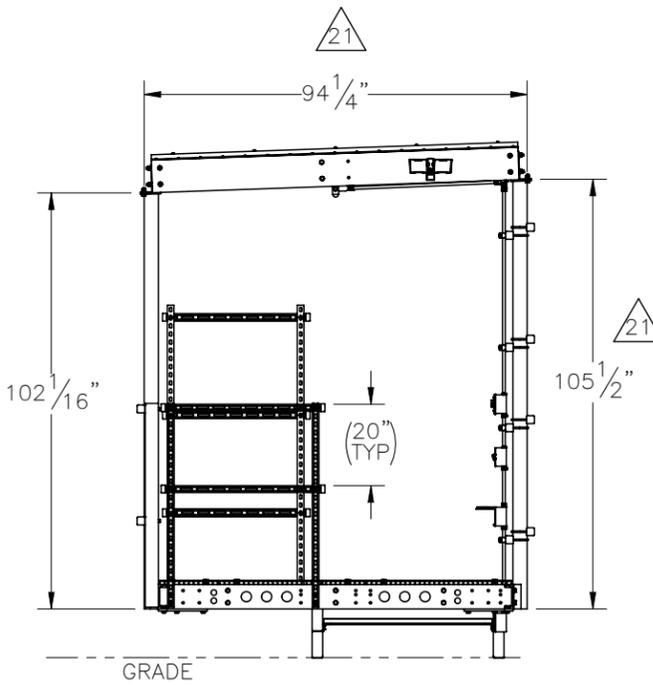
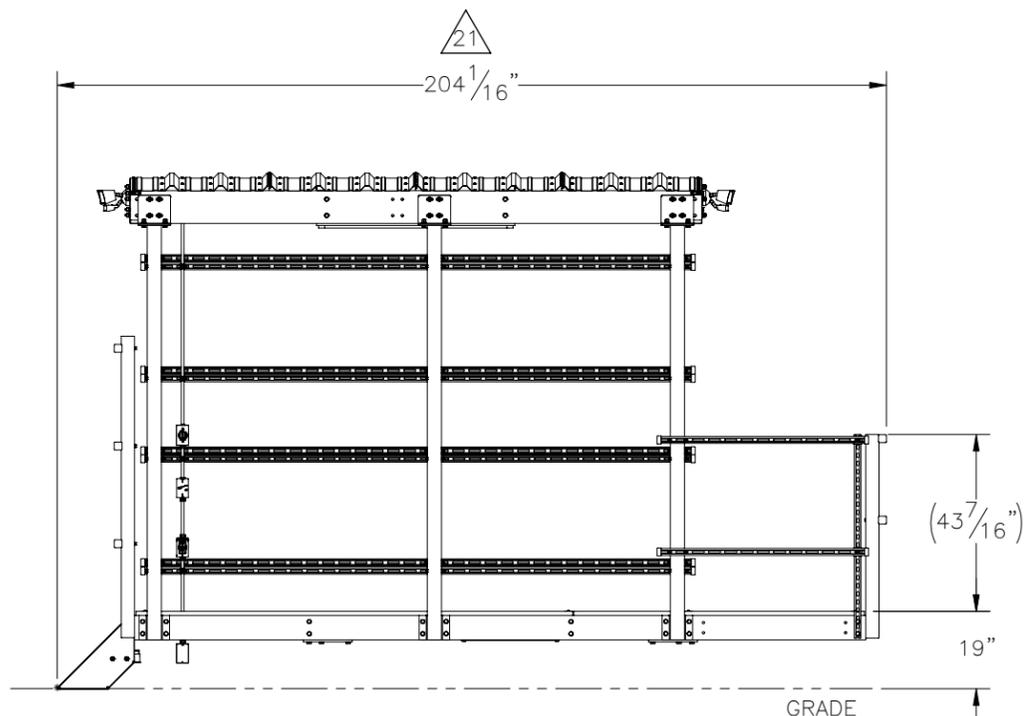
SHEET NUMBER	REVISION
C-302	0

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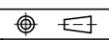
REVISIONS				
REV.	DCN #	DESCRIPTION	DATE	BY
21	01126	1001-0020-0056 & 1001-0030-0029 UPDATED TO REFLECT PIPE DIA. CHANGE FROM 3.5" TO 3". 1000-0000-0075 SS TO A36 GALV. 1000-0010-0102_8 TO 51-3/4" FROM 50-3/4". 002-0BG-0258 FROM QTY 10 TO 12. 002-00U-0014 TO 002-00U-0046. 002-0SW-H001 FROM QTY 6 TO 2. 309-000-0004 TO 309-000-0008. ADDED 002-0BG-0010 QTY 8, 002-0BG-0303 TO 002-0BG-0012 AND QTY 20 TO 12	03/07/22	JTR JPB



CANOPY & GRATING
HIDDEN FOR CLARITY



ITEM NO.	QTY REQD	PART NUMBER	DESCRIPTION	LENGTH	WEIGHT
1	1	1001-0020-0056	EMERSON BOLT TOGETHER PLATFORM 87" X 180"		1600.8
2	1	1001-0030-0029	BOLT TOGETHER CANOPY 140.875" X 87.1875"		932.0
3	1	1003-0020-0002	1 TREAD STAIR ASS'Y (42" WIDE)		55.9
4	1	1000-0000-0119	ELECTRICAL KIT		20.8
5	3	1000-0010-0102_5	UNISTRUT CHAN., 1.625 X 3.25, 12 GA., SLOTTED, P5000T, US2-P5000T-A	50"	12.2
6	3	1000-0010-0102_6	UNISTRUT CHAN., 1.625 X 1.625, 14 GA., LONG SLOTS, P1100SL, US2-P1100SL-A	36"	3.4
7	8	1000-0010-0102_7	UNISTRUT CHAN., 1.625 X 1.625, 14 GA., LONG SLOTS, P1100SL, US2-P1100SL-A	136 1/8"	12.9
8	2	1000-0010-0102_8	UNISTRUT CHAN., 1.625 X 1.625, 14 GA., LONG SLOTS, P1100SL, US2-P1100SL-A	51 3/4"	4.9
9	2	1000-0010-0102_9	UNISTRUT CHAN., 1.625 X 1.625, 14 GA., LONG SLOTS, P1100SL, US2-P1100SL-A	40"	3.8
10	2	1000-0010-0102_11	UNISTRUT CHAN., 1.625 X 3.25, 12 GA., SLOTTED, P5000T, US2-P5000T-A	74"	18.0
11	4	A-000-250	CORNER FOOT MOUNT ASSY, 2 LEVELING WASHERS		14.1
12	1	1000-0000-0075	GROUND BAR KIT		0.00
13	12	002-0BG-0258	HB, .375-16 X 4.50 LG., PT X 1.00, GR. 5, HDG	4.50	0.159
14	64	002-0NG-0018	NUT, HEX, .375-16UNC, GR 5, GALV		0.02
15	76	002-0FW-G005	WASHER, FLAT, .375, GALV		0.01
16	64	002-0LW-G005	WASHER, SPLIT LOCK, .375 INCH, GALV.		0.01
17	26	002-00U-G046	U-BOLT, .375-16 X 1.75 THD LNG., 3.625 I.D X 5.25 HT, GALV		0.052
18	2	002-0SW-H001	WASHER, SQUARE, .50" ID X 2" X .25"		0.27
19	30	309-000-0008	STRUT CHANNEL CAP 1.625" X 1.625"		0.05
20	8	002-0BG-0010	HXB, .500-13 X 1.50 LG., PT X 1.00, A325, HDG	1.50	0.14
21	12	002-0BG-0012	BOLT, HX HD, .500-13UNC X 1.75 LG, ASTM A325, GALV		0.2
22	40	002-0FW-G002	FW, .50, F436, HDG		0.02
23	20	002-0LW-G002	WASHER, SPLIT LOCK, .500", GALV		0.01
24	20	002-0NG-0010	NUT, HEX, .500-13UNC, GR 2H, GALV		0.06

SURFACE FINISH <input checked="" type="checkbox"/> UNLESS OTHERWISE SPECIFIED		UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES		APPROVALS		DATE		 ELECTRO MECHANICAL INDUSTRIES, INC. 1230 NEESESHAW DRIVE HOUSTON, TEXAS 77065 1-800-453-0050	
MATERIAL SEE PARTS LIST		TOLERANCES .0 ±.06 .00 ±.015 .000 ±.005 FRACTIONS ± 1/16 ANGLES ± .25° HOLES: DRILLED OR PUNCHED ± 1/32 BURNED ± 1/32		DRAWN J. CRITELLI		10/23/2018		TITLE: 87" X 180" BOLT TOGETHER PLATFORM	
THIRD ANGLE PROJECTION 				CHECKER C. SANCHEZ		11/1/2018		SIZE B	
NEXT ASSY USED ON				ENGINEER J. BREEN		11/24/2018		DRAWING NO. 1000-0010-0133	
APPLICATIONS				PRODUCTION J. SUNDERLAND		11/24/2018		SCALE: 1:45 WEIGHT: 2891.5 lbs. SHEET 1 OF 4	

Document
EMI
Control

CANOPY TOP HIDDEN FOR CLARITY

UNISTRUT/PIPE
U-BOLT CONNECTION
DETAIL
TYP

UNISTRUT CONNECTION
W/ 4.5" BOLTS
DETAIL
TYP

Item 11B.

END CAPS TYP.

UNISTRUT TO FRAME
CONNECTION
THIS POST ONLY
W/ 1 SPACER
DETAIL
2X

*MOVE VERTICAL UNISTRUT UP .56"
FROM FLUSH BOTTOM TO USE SLOTS
FOR BOTH CONNECTIONS
USES PLATFORM SUBASSY BOLTS

DETAIL A
TYP. FOUNDATION
INSTALLATION
(FOUNDATION SUPPLIED
SEPERATELY)

CONNECTS USING
SUBASSY HARDWARE

BOLTS ON THE CANOPY CORNERS
THROUGH THE CROSS BEAMS ARE
PROVIDED WITHIN SUBASSY

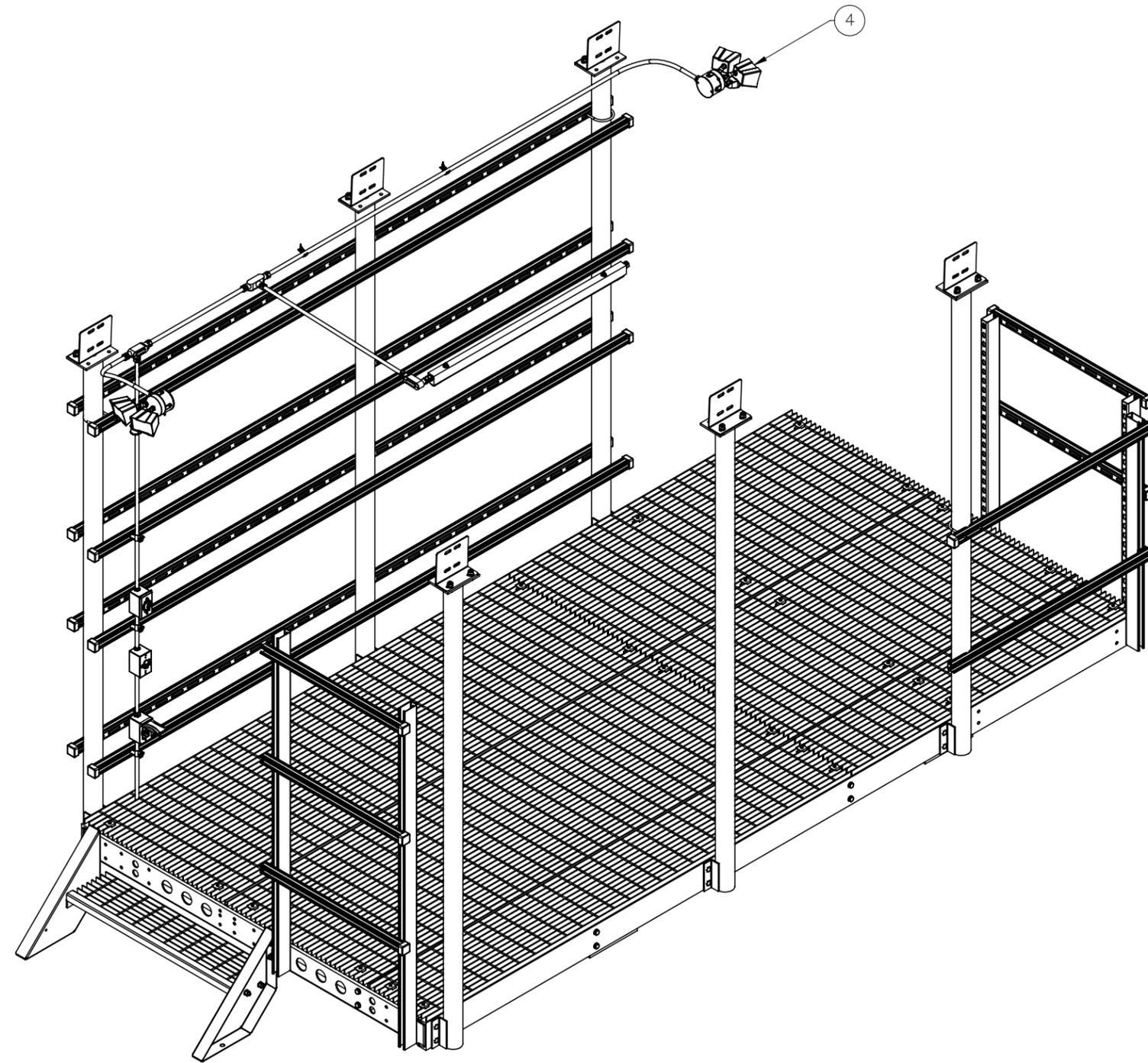
POST TO FRAME
CONNECTION
DETAIL
TYP

UNISTRUT CONNECTION DETAIL
8X.5 X 1.5 LG HW

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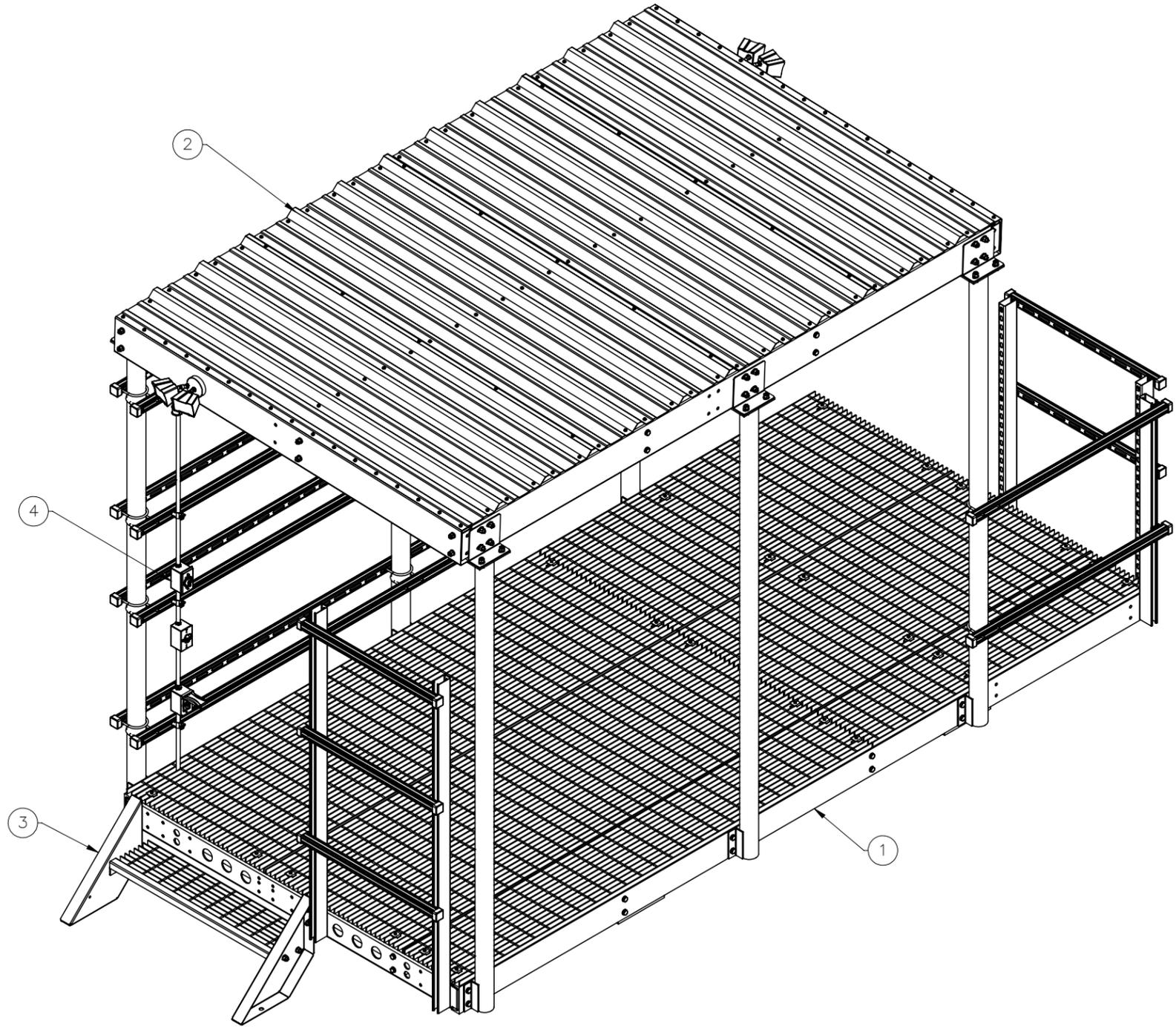
		ELECTRO MECHANICAL INDUSTRIES, INC. 11230 NEESHAW DRIVE HOUSTON, TEXAS 77065 1-800-453-7706	
SIZE	DRAWING NO.	REV.	
B	1000-0010-0	134	1
SCALE:	1:25	SHEET 2 OF 4	

CANOPY TOP HIDDEN FOR CLARITY



Document
EMI
Control

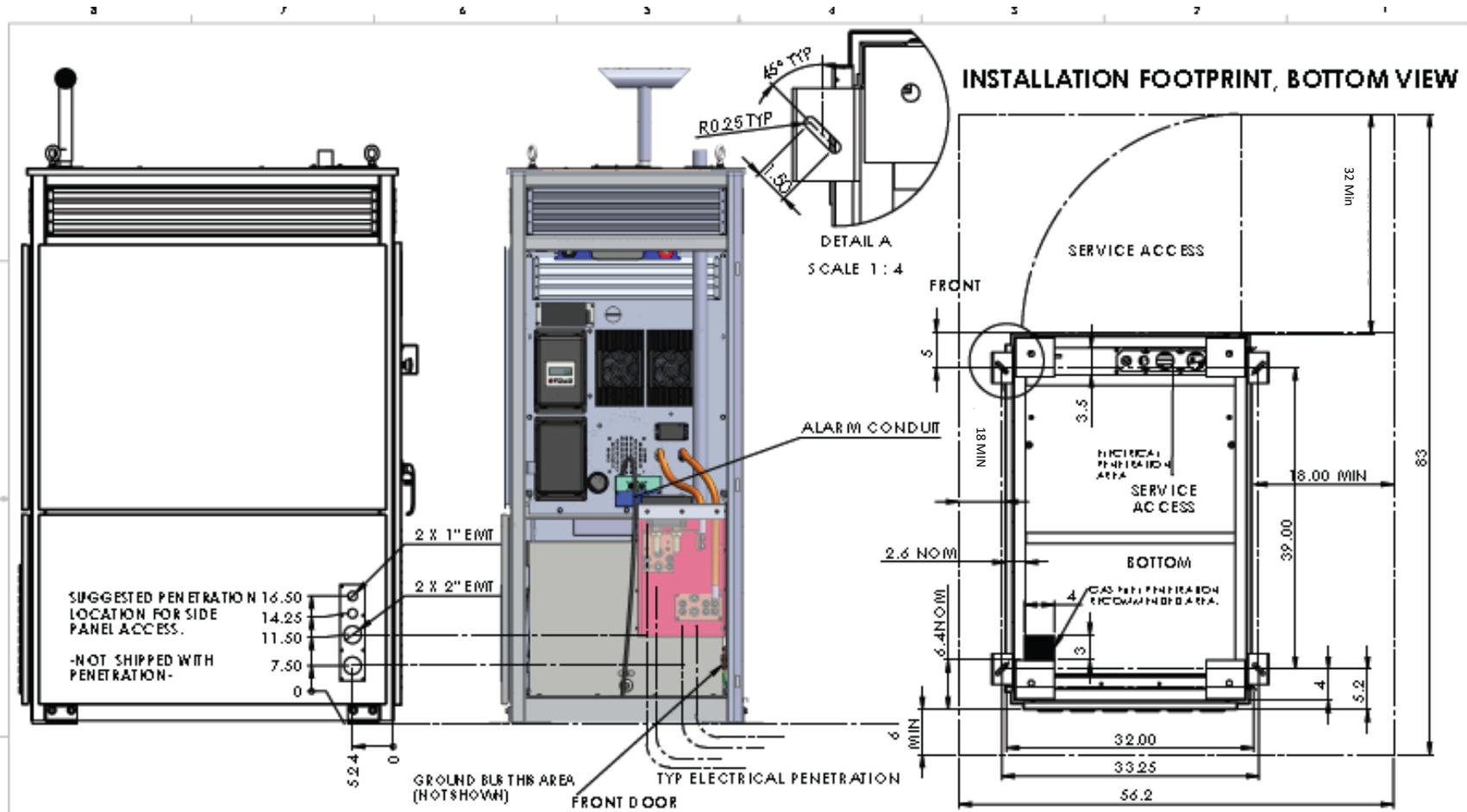
Item 11B.



Document
EMI
Control

		ELECTRO MECHANICAL INDUSTRIES, INC. 11230 NEESHAW DRIVE HOUSTON, TEXAS 77065 1-800-453-1366	
SIZE	DRAWING NO.	REV.	
B	1000-0010-0	1	136
SCALE: 1:25		SHEET 4 OF 4	

360Amps DIMENSIONS V020DYA360TEC



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<p>UNITS/COMPONENTS/STATIONS: CND OPERATED BEARING BOX OF MAIN UNIT UPD AT</p> <p>DATE: 1/27/2015</p> <p>BY: [Signature]</p>				<p>APPROVAL: [Signature]</p> <p>DATE: [Date]</p>				<p>POLAR POWER INC.</p> <p>3115 COLUMBIA AVE, COLUMBIA, MO 65203</p> <p>TEL: 660-333-1111</p> <p>FAX: 660-333-1112</p>			
<p>PROJECT: [Project Name]</p> <p>DESCRIPTION: [Description]</p>				<p>REV: [Revision]</p> <p>DATE: [Date]</p>				<p>FILE: A LUMINUM VERTICAL ENCLOSURE, 72 IN</p> <p>SEE DWG. NO. 88-25-0603 REV A-4</p> <p>SCALE: 1/2" = 1'-0" WELD: [Symbol]</p>			

FLOODPLAIN MAP:



ZONING MAP:



ZONING SITE PLAN

PROPOSED WIRELESS TELECOMMUNICATIONS FACILITY WITH 118' MONOPOLE AND EQUIPMENT

PROJECT INFORMATION:

TOWER OWNER
VERTICAL BRIDGE
750 PARK OF COMMERCE DRIVE,
BOCA RATON, FL 33487

SITE LOCATION
LAT. 30° 06' 09.55" N
LONG. 97° 18' 51.02" W

PERMITTING
COUNTY: BASTROP COUNTY
JURISDICTION: CITY OF BASTROP
BUILDING CODE: 2018 IBC
EXISTING USE: OPEN SPACE
PROPOSED USE: TELECOMMUNICATIONS FACILITY

APPLICANT
VINCENT GERARD & ASSOCIATES
5524 BEE CAVES ROAD #K4,
AUSTIN, TX 78746
CONTACT: VINCE HUEBINGER
PHONE: 512.328.2893

PROJECT TYPE
NEW 118' MONOPOLE
UNMANNED TELECOMMUNICATION
FACILITY, CONSISTING OF FUTURE
EQUIPMENT PLATFORMS, SHELTERS,
DIRECTIONAL AND GPS ANTENNAS

LEGAL DESCRIPTION
BUILDING BLOCK, BLOCK 40 E W ST, ACRES
1.617

UTILITIES
BLUEBONNET ELECTRIC COOPERATIVE
PO BOX 729
155 ELECTRIC AVE.,
BASTROP, TX 78602
800-842-7708

ONE-CALL TEXAS
CONTRACTOR TO CALL BEFORE DIGGING
PHONE: 811 OR 1.800.545.6000

LANDOWNER
L & L RANCH LLC
1022 LOVERS LN,
BASTROP, TX 78602

ADDRESS
201 HILL ST,
BASTROP, TX 78602
(PENDING 911 ADDRESS)

NOTES:

1. NEAREST RESIDENTIAL LOT IS 569' TO THE EAST OF THE PROPOSED SITE.
2. FEMA FLOODPLAIN MAP SHOWS FEMA LIMITS OUTSIDE ELEVATION OF 352'. THE PROPOSED SITE ELEVATION IS 355'.
3. LANDSCAPE CRITERIA PER CODE IS REQUESTED TO BE WAIVED. THE EXISTING TREE COVER TO REMAIN SERVES AS AN ADEQUATE BUFFER BETWEEN THE SITE AND RIGHT-OF-WAY.

SITE PLAN:

OWNER: L & L RANCH LLC
ADDRESS: 1022 LOVERS LN,
BASTROP, TX 78602

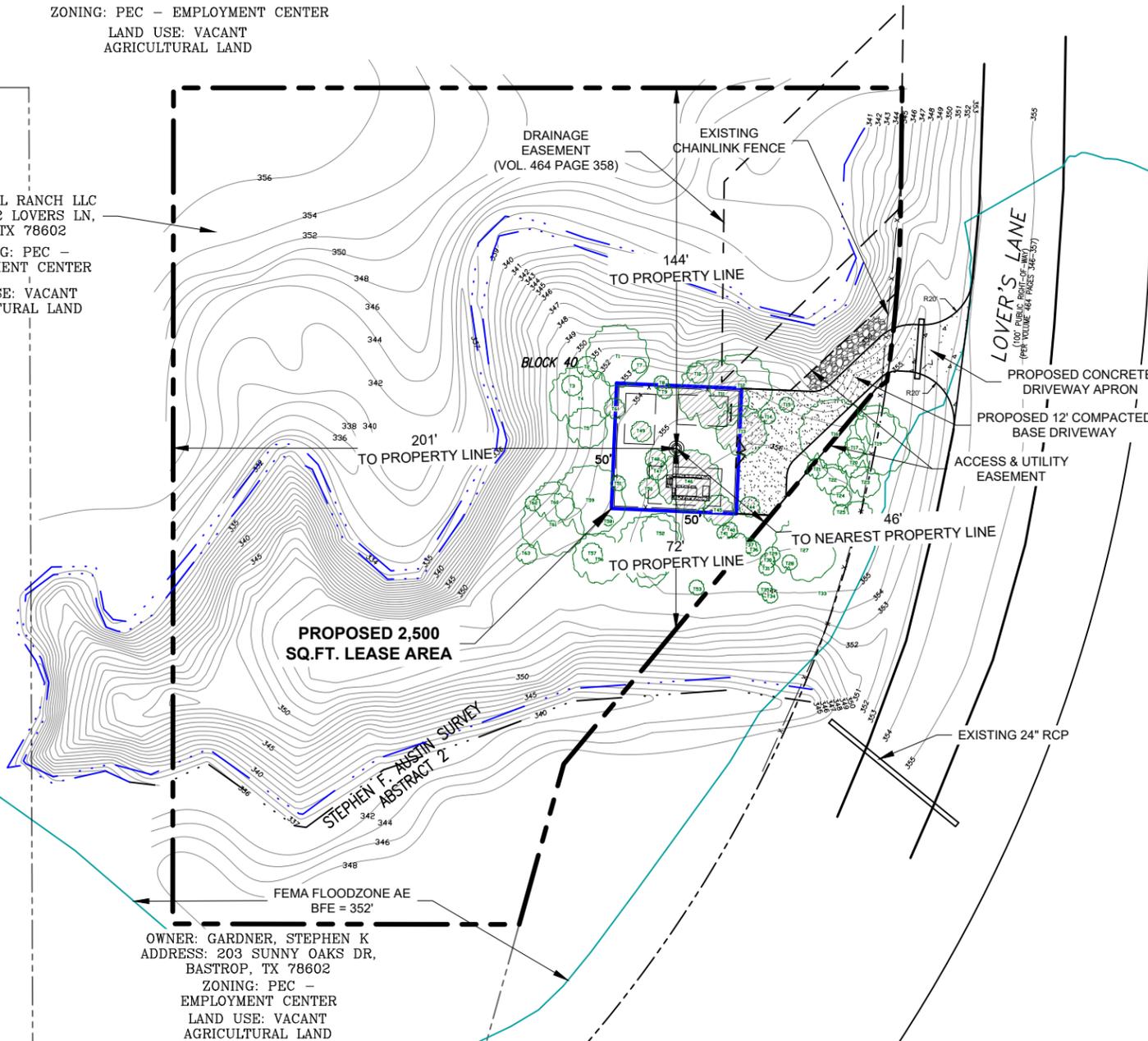
ZONING: PEC - EMPLOYMENT CENTER
LAND USE: VACANT
AGRICULTURAL LAND

OWNER: L & L RANCH LLC
ADDRESS: 1022 LOVERS LN,
BASTROP, TX 78602

ZONING: PEC -
EMPLOYMENT CENTER
LAND USE: VACANT
AGRICULTURAL LAND

OWNER: L & L RANCH LLC
ADDRESS: 1022 LOVERS LN,
BASTROP, TX 78602

ZONING: PEC -
EMPLOYMENT CENTER
LAND USE: VACANT
AGRICULTURAL LAND



LEGEND

- RIP RAP
- FLOODPLAIN
- LEASE AREA
- PROPERTY LINE
- CHAINLINK FENCE
- TREES TO BE REMOVED
- COMPACTED BASE MATERIAL
- CONCRETE APRON

OWNER: CDSC EQUITY LLC
ADDRESS: 167 TAHITI'AN DR,
BASTROP, TX 78602

ZONING: PEC -
EMPLOYMENT CENTER
LAND USE: VACANT
AGRICULTURAL LAND

NOTE:

PER ORDINANCE NO. 2025-11, PROTECTED TREES ARE 10" OR GREATER. ANY TREE LESS THAN 10" IS NOT A PROTECTED TREE. IN THE TABLE BELOW, PROTECTED TREES WILL BE BOLDED.

EXISTING TREE TABLE					
TREE ID	TREE SPECIES	DIAMETER	STATUS	DIAMETER	STATUS
T1	12" CEDAR ELM	132	TO REMAIN	4" TREE	TO REMAIN
T2	4" TREE	133	TO REMAIN	20" CEDAR ELM	TO REMAIN
T3	4" TREE	134	TO REMAIN	3" TREE	TO REMAIN
T4	12" CEDAR ELM	135	TO REMAIN	3" TREE	TO REMAIN
T5	8" TREE	136	TO REMAIN	5" TREE	TO REMAIN
T6	4" TREE	137	TO BE REMOVED	3" TREE	TO REMAIN
T7	3" TREE	138	TO REMAIN	3" TREE	TO BE REMOVED
T8	3" TREE	139	TO BE REMOVED	3" TREE	TO BE REMOVED
T9	3" TREE	140	TO BE REMOVED	3" TREE	TO BE REMOVED
T10	4" TREE	141	TO REMAIN	3" TREE	TO BE REMOVED
T11	14" CEDAR ELM	142	TO BE REMOVED	3" TREE	TO BE REMOVED
T12	12" CEDAR ELM	143	TO REMAIN	3" TREE	TO BE REMOVED
T13	10" CEDAR ELM	144	TO BE REMOVED	4" TREE	TO BE REMOVED
T14	3" TREE	145	TO BE REMOVED	6" TREE	TO BE REMOVED
T15	3" TREE	146	TO BE REMOVED	12" CEDAR ELM	TO BE REMOVED
T16	14" CEDAR ELM	147	TO REMAIN	4" TREE	TO BE REMOVED
T17	4" TREE	148	TO REMAIN	4" TREE	TO BE REMOVED
T18	4" TREE	149	TO REMAIN	4" TREE	TO BE REMOVED
T19	12" OSAGE ORANGE	150	TO REMAIN	4" TREE	TO BE REMOVED
T20	12" OSAGE ORANGE	151	TO REMAIN	3" TREE	TO BE REMOVED
T21	4" TREE	152	TO REMAIN	8" TREE	TO REMAIN
T22	6" TREE	153	TO REMAIN	3" TREE	TO REMAIN
T23	6" TREE	154	TO REMAIN	12" CEDAR ELM	TO REMAIN
T24	4" TREE	155	TO REMAIN	8" TREE	TO REMAIN
T25	3" TREE	156	TO REMAIN	10" CEDAR ELM	TO REMAIN
T26	6" TREE	157	TO REMAIN	4" TREE	TO REMAIN
T27	12" CEDAR ELM	158	TO REMAIN	2" TREE	TO REMAIN
T28	3" TREE	159	TO REMAIN	14" CEDAR ELM	TO REMAIN
T29	3" TREE	160	TO REMAIN	8" TREE	TO REMAIN
T30	3" TREE	161	TO REMAIN	12" CEDAR ELM	TO REMAIN
T31	3" TREE	162	TO REMAIN	3" TREE	TO REMAIN
		163	TO REMAIN	4" TREE	TO REMAIN

TOTAL INCHES OF PROTECTED TREES TO BE REMOVED = 36"

SITE NAME:
VB BASTROP MIDDLE SCHOOL

CHASE NUMBER:
ZD-1

SUBMITTAL DATE:

SCALE: 1:60

verticalbridge

Item 11B.

VINCENT GERARD & ASSOCIATES

LAND PLANNING & ZONING CONSULTANTS
1715 GUYTON AUSTIN, TEXAS 78746
(512)328-2901 • FAX: (512)328-4011 • vgerard@vga.com

SITE INFORMATION

201 HILL ST,
BASTROP, TX 78602
(PENDING 911 ADDRESS)

PROPERTY OWNER

L & L RANCH LLC
1022 LOVERS LN,
BASTROP, TX 78602

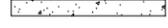
TOWER OWNER

VERTICAL BRIDGE
750 PARK OF COMMERCE
DRIVE
BOCA RATON, FL 33487

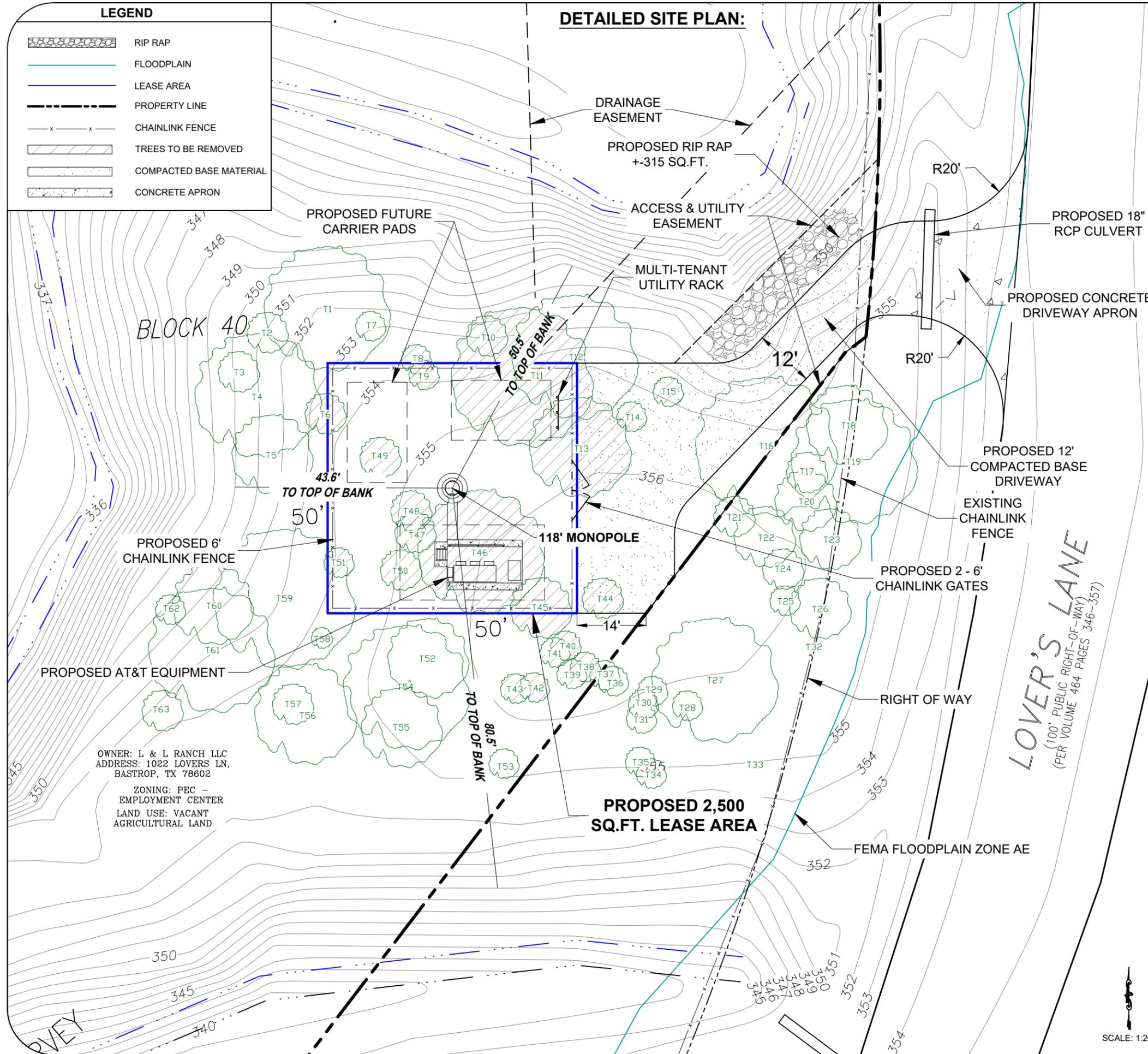
ZD-1

138

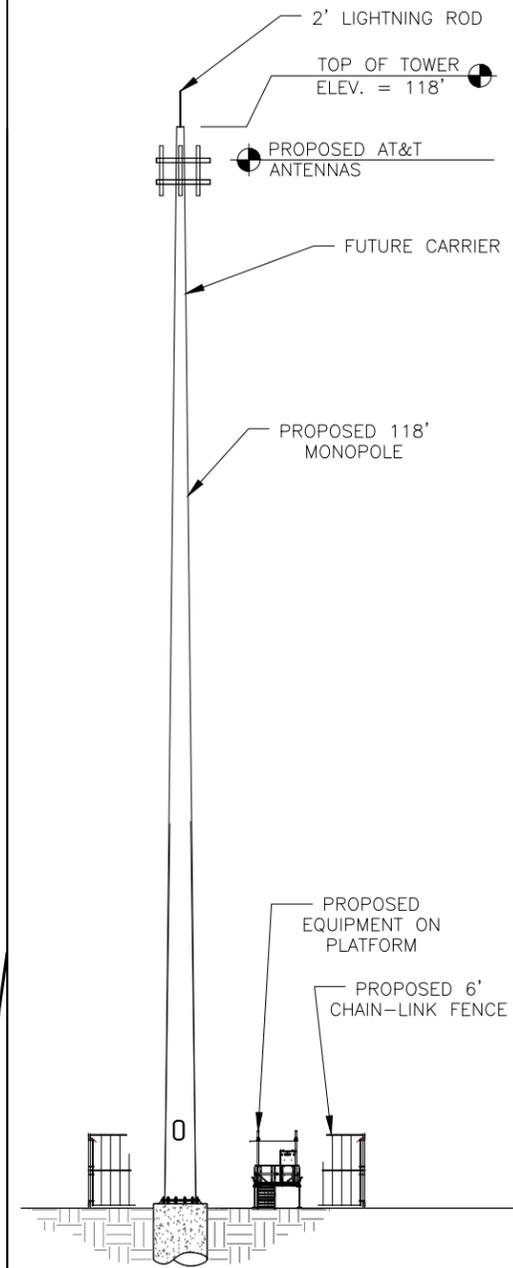
LEGEND

-  RIP RAP
-  FLOODPLAIN
-  LEASE AREA
-  PROPERTY LINE
-  CHAINLINK FENCE
-  TREES TO BE REMOVED
-  COMPACTED BASE MATERIAL
-  CONCRETE APRON

DETAILED SITE PLAN:



TOWER ELEVATION



OWNER: L & L RANCH LLC
 ADDRESS: 1022 LOVERS LN,
 BASTROP, TX 78602

ZONING: PEC -
 EMPLOYMENT CENTER
 LAND USE: VACANT
 AGRICULTURAL LAND

LOVER'S LANE
 (100' PUBLIC RIGHT-OF-WAY)
 (PER VOLUME 464 PAGES 346-357)

SCALE: 1:20

SITE NAME:
VB BASTROP MIDDLE SCHOOL

CASE NUMBER:
 SUBMITTAL DATE:



STAFF REPORT

MEETING DATE: October 21, 2025

TITLE:

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

STAFF REPRESENTATIVE:

Vivianna Nicole Andres, Assistant to the City Manager

BACKGROUND/HISTORY:

The City of Bastrop executed a Planned Development Agreement with West Bastrop Village in 2006. Additionally, pursuant to the 2006 Interlocal Agreement with Bastrop County, the City of Bastrop has primary regulatory authority over all development applications for West Bastrop Village.

West Bastrop Village is a master-planned community located outside the city limits of Bastrop. Geographically, a portion of the development is located in the 100-year floodplain, which, for property not within the city limits, is regulated by the Bastrop County Floodplain Administrator.

In the interest of continued collaboration, Bastrop County asked if the City would be willing to enter into an Interlocal Agreement that would cede the authority of the floodplain review back to the County. The City believes that allowing the County to maintain control of floodplain review for properties within the County will ensure continuity in enforcement and protection of the floodplain and is, therefore, agreeable to the request.

FOCUS AREAS:

The City of Bastrop has identified nine Focus Areas to achieve its vision and mission successfully. One of the nine Focus Areas is "Managing Growth," which is defined as:

"Maintain Bastrop's unique feel and character while meeting the needs of the population through facilitation of responsible development and redevelopment."

Staff believes that entering into the interlocal agreement with Bastrop County and West Bastrop Village meets the intent of the Manage Growth Focus Area.

RECOMMENDATION:

Move to approve Resolution No. R-2025-182, for an Interlocal Agreement between the City of Bastrop, Bastrop County, and West Bastrop Village regarding the management of the floodplain in the Development known as 'Adelton', as attached in Exhibit A.

ATTACHMENTS:

- Resolution No. 2025-182
- Exhibit A – Interlocal Agreement between the City of Bastrop, Bastrop County, and West Bastrop Village for the Floodplain

RESOLUTION NO. R-2025-182

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BASTROP, BASTROP COUNTY, AND WEST BASTROP VILLAGE REGARDING THE MANAGEMENT OF THE FLOODPLAIN IN THE DEVELOPMENT KNOWN AS “ADELTON”, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR FINDINGS OF FACT; REPEALER; SEVERABILITY; EFFECTIVE DATE; PROPER NOTICE AND MEETING.

WHEREAS, the City of Bastrop, a political subdivision of the State of Texas (the “City”), Bastrop County, a political subdivision of the State of Texas (the “County”), and West Bastrop Village Municipal Utility District of Bastrop County, a political subdivision of the State of Texas operating as a Municipal Utility District (the “District”), desire to enter into an interlocal agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code; and

WHEREAS, the District lies within the extraterritorial jurisdiction of the City of Bastrop, an unincorporated area of Bastrop County, Texas; and

WHEREAS, the District will contain a residential subdivision that is subject to the City’s subdivision platting authority, as set forth in that certain January 10, 2006 1445 Interlocal Agreement between the City and the County; and

WHEREAS, the City has exclusive jurisdiction to regulate all subdivision plats, construction plans, and related permits, for development within the District; and

WHEREAS, the County is the regulatory authority for all aspects of the floodplain in the unincorporated portions of Bastrop County; and

WHEREAS, the developer and the County are seeking to clarify where the regulatory authority lies for the 100-year floodplain located within the development; and

WHEREAS, the County, City, and the District desire to enter into an interlocal agreement providing for the administration and regulation of any development affecting the floodplain within the District (the “Adelton ILA”) to be the responsibility of Bastrop County; and

WHEREAS, City Council finds that it is necessary and proper to enact this Resolution.

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 approves and authorizes the execution of the Amended and Restated Agreement, attached hereto as **Exhibit “A”**, on behalf of the City.

- 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 Page to Follow]

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 21ST day of October 2025.

APPROVED:

by: _____
Ishmael Haris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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



**INTERLOCAL AGREEMENT RELATED TO THE
WEST BASTROP VILLAGE SUBDIVISION**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into by and between THE CITY OF BASTROP, a political subdivision of the State of Texas (the “City”), BASTROP COUNTY, a political subdivision of the State of Texas (the “County”), and WEST BASTROP VILLAGE MUNICIPAL UTILITY DISTRICT OF BASTROP COUNTY, a political subdivision of the State of Texas operating as a municipal utility district (the “District”). The City, County, and the District may hereinafter collectively be referred to as the “Parties.”

RECITALS

WHEREAS, West Bastrop Village, LTD (“Developer”) is constructing a master planned community (the “Development”) in the City’s extraterritorial jurisdiction and Development is subject to the City’s subdivision platting authority, as set forth in the January 10, 2006 Interlocal Agreement between the City and the County;

WHEREAS, the City, County, and District entered into a Road Maintenance Agreement on March 25, 2024, which outlined the obligations of the District to maintain all roads within the Development.

WHEREAS, the Parties desire to clarify which entity regulates certain aspects of development within the Development.

Now, therefore, the parties agree as follows:

ARTICLE ONE

- 1.1 The January 10, 2006 Interlocal Agreement applies to all building or development permits (including, without limitation, site plans) related to construction within the Development. The City will review and grant any and all building and development permits and such permits will comply with the City’s ordinances and land use regulations per the August 22, 2006 Planned Development Agreement (the “Development Agreement”), and any amendments thereto, between the City and Developer.
- 1.2 Provided, however, that the parties agree that the County will regulate all development within the floodplain and floodway within the Development, in accordance with the Bastrop County, Texas Flood Damage Prevention Order adopted May 8, 2023 (the “Order”), subject to any changes required by FEMA or federal regulation and will act as

the designated FEMA floodplain administrator for all construction within the floodplain and floodway in the Development, as set forth in the Order. County approval will be required for any matters the County is required to perform as the FEMA floodplain administrator with respect to development that affects the floodplain or floodway, all in accordance with the Order.

- 1.3 The City and/or Developer will file a memorandum of agreement to evidence the Development Agreement with the Bastrop County Clerk, in compliance with Texas Local Government Code Section 212.172(c) within thirty (30) days of execution of this Agreement.

ARTICLE TWO

- 2.1 This Agreement contains the entire agreement of the Parties concerning the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof, which are not expressed herein. For clarification, the Road Maintenance Agreement dated March 25, 2024 remains in full force and effect.
- 2.2 Any amendment to the Agreement must be in writing and signed by the authorized representatives of all Parties.
- 2.3 The Parties acknowledge that this Agreement is entered into pursuant to the authority of Texas law, including, without limitation, the authority conferred in Texas Government Code, Chapter 791, et. seq. In the event of any conflict between the provisions of this Agreement and the provisions of any other agreement entered into by and between the Parties, the provisions of this Agreement shall prevail with respect to the subject matter hereof.
- 2.4 Except as set forth above, this Agreement shall not be construed so as to modify, supplement, or otherwise alter the provisions of any other agreement entered into by and between the Parties.
- 2.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any suit arising under this Agreement shall be Bastrop County, Texas, or in the United States District Court of the Western District of Texas, Austin Division.

2.6 This Agreement may be executed in one or more duplicate originals, each of equal dignity.

2.7 This Agreement shall be effective on the later of the dates this Agreement is executed by the authorized representative of the Parties.

EXECUTED as of this ____ day of _____, 2025, by the City of Bastrop, Texas.

CITY OF BASTROP, TEXAS

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXECUTED as of this 14th day of October, 2025, by Bastrop County, Texas.

BASTROP COUNTY, TEXAS

By: *Gregory Klaus*

Name: Gregory Klaus

Title: Bastrop County Judge

ATTEST:

By: *Krista Bartsch*

Name: Krista Bartsch

Title: Bastrop County Clerk

EXECUTED as of this 27th day of August, 2025, by West Bastrop Village Municipal Utility District of Bastrop County.

WEST BASTROP VILLAGE MUNICIPAL
UTILITY DISTRICT OF BASTROP
COUNTY

By: 
Name: Steven Dyerly
Title: vice President, Board of Directors

ATTEST:
By: 
Name: Lynn Frank
Title: Secretary, Board of Directors

EXECUTED as of this 18 day of September, 2025, by WEST BASTROP VILLAGE, LTD for the sole purpose of acknowledging and agreeing to Section 1.3 of this Agreement.

OWNER:

WEST BASTROP VILLAGE, LTD.

a Texas limited partnership

By: WBV GP, LLC

a Texas limited liability company, general partner

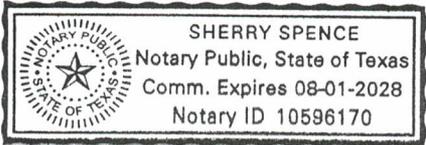
By: Myra J. Goepf
Myra J. Goepf, Manager

ATTEST:

By: [Signature]

Name: Jerry Spence

Title: Notary Public State of Texas





STAFF REPORT

MEETING DATE: October 21st, 2025

TITLE:

Consider action to approve Resolution No. R-2025-184 approving the Animal Control Services Interlocal Agreement between the City of Bastrop and Bastrop County attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Vicky Steffanic, Chief of Police

BACKGROUND/HISTORY:

On November 1st, 2023, the City of Bastrop entered into Animal Control Shelter Services with Bastrop County. The Interlocal Agreement is set to expire on November 1st, 2025. The City of Bastrop desires to maintain our partnership with Bastrop County and renew our Inter Local Agreement with Bastrop County for Animal Shelter Services.

FISCAL IMPACT:

The rates will remain the same as the expiring contract. \$270.00 per impound.

RECOMMENDATION:

Chief Vicky Steffanic recommends approval of Resolution No. R-2025-184 of the City Council of the City of Bastrop, Texas, approving the proposed Inter Local Cooperation Agreement related to Animal Shelter Services.

ATTACHMENTS:

1. The proposed contract for 2025 – 2027 (Exhibit A)

RESOLUTION NO. R-2025-184

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AN AGREEMENT FOR ANIMAL CONTROL SHELTER SERVICES BETWEEN BASTROP COUNTY AND THE CITY OF BASTROP, ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, pursuant to the authority granted under State law and as reflected in its Municipal Code, the City has established a Department of Animal Control, related to the operation of a comprehensive Animal Control Program within its City limits. The City's Animal Control Code provisions are generally enforced by the City, and more specifically its Animal Control Officer, in order to promote the health, welfare, and safety of humans and animals within its municipal jurisdiction; and

WHEREAS, pursuant to its Municipal Charter, State law and its Code, the City has the authority to contract with one or more public and/or private entities for the purpose of maintaining and operating an animal shelter to serve the City's Animal Control requirements and the public's needs; and

WHEREAS, pursuant to the authority provided to it by State law and the Local Government Code, the County has established and currently operates and maintains an Animal Shelter to provide services related to Animal Control to residents and animals located in Bastrop County, Texas; and

WHEREAS, pursuant to the above noted authorities held by both the County and the City, the Parties have determined that the City desires to delegate to the County, and the County desires to be responsible for the operation and management of certain activities related to Animal Control within the City's jurisdiction. More specifically, the County and the City desire to formalize their mutual agreement that the County will assume the responsibilities and duties concerning post-impoundment shelter/housing of strays and other impounded animals, the humane euthanasia of same (when deemed necessary by the County and in compliance with State and local laws and regulations), and the disposal of impounded animals, as set forth herein, which activities shall be conducted by the County at the County's Animal Shelter facility ("Shelter");

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

Section 1: That the City Manager is hereby authorized to execute an Inter Local agreement for Animal Control Shelter Services with Bastrop County for services provided to the City of Bastrop;

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 on November 1st, 2025, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 21st day of October 2025.

APPROVED:

Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

City Attorney



**INTERLOCAL AGREEMENT
BASTROP COUNTY AND CITY OF BASTROP FOR ANIMAL CONTROL SERVICES**

This interlocal Cooperation Agreement, related to Animal Shelter Services ("Agreement"), is made and entered by and between the City of Bastrop, a municipal corporation, (the "City") and Bastrop County, a local governmental entity ("the "County"). The County and the City may be herein referred to jointly as the "Parties" and singularly as "Party."

RECITALS

WHEREAS, pursuant to the authority granted under State law and as reflected in its Municipal Code, the City has established a Department of Animal Control, related to the operation of a comprehensive Animal Control Program within its City limits. The City's Animal Control Code provisions are generally enforced by the City, and more specifically its Animal Control Officer, in order to promote the health, welfare, and safety of humans and animals within its municipal jurisdiction; and

WHEREAS, pursuant to its Municipal Charter, State law and its Code, the City has the authority to contract with one or more public and/or private entities for the purpose of maintaining and operating an animal shelter to serve the City's Animal Control requirements and the public's needs; and

WHEREAS, pursuant to the authority provided to it by State law and the Local Government Code, the County has established and currently operates and maintains an Animal Shelter to provide services related to Animal Control to residents and animals located in Bastrop County, Texas; and

WHEREAS, pursuant to the above noted authorities held by both the County and the City, the Parties have determined that the City desires to delegate to the County, and the County desires to be responsible for the operation and management of certain activities related to Animal Control within the City's jurisdiction. More specifically, the County and the City desire to formalize their mutual agreement that the County will assume the responsibilities and duties concerning post-impoundment shelter/housing of strays and other impounded animals, the humane euthanasia of same (when deemed necessary by the County and in compliance with State and local laws and regulations), and the disposal of impounded animals, as set forth herein, which activities shall be conducted by the County at the County's Animal Shelter facility ("Shelter");

NOW, THEREFORE, in consideration of these premises it is mutually agreed between the Parties as follows:

1. GENERAL TERMS AND CONDITIONS

1.1 The Parties acknowledge and agree that all terms used in this Agreement, when not specifically defined herein, shall have the meanings set forth in the Bastrop County Rabies and Animal Control Ordinance, a copy of which is attached hereto and made a part of this Agreement.

- 1.2** The City shall not deliver domestic livestock or Exotic Animals to the Shelter, unless otherwise specifically approved and agreed in advance by the County Shelter personnel. The County shall have sole authority to determine, on a case-by-case basis, whether it will accept domestic livestock or Exotic Animals at the County's facilities, under the terms set forth herein.
- 1.3** **OPERATIONAL DAYS** The Bastrop County Shelter is generally open to the public and available to the City seven (7) days a week, between the hours of 8am and 4pm, with the exception of County recognized holidays when the hours may be reduced. Other exceptions to these hours may be due to County declared emergencies per the County Judge or other adverse conditions, with County Commissioner liaison approval. Dates that the County recognizes as holidays are available to the public by viewing the online calendar or by contacting County administrative offices. During the above-mentioned hours, the Shelter is available for owners to reclaim impounded or held animals.
- 1.4** Animals impounded by the City and held by the County at the Shelter will become property of the County if they are not reclaimed during the holding period as noted herein. The County will dispose of such unclaimed animals as the County deems appropriate to the specific circumstances. (E.g., via adoption, humane euthanasia, and/or transfer to a rescue society).

2. GENERAL PROVISIONS OF ANIMAL CARE

- 2.1** City Authority to Impound/Deliver Animals to the Shelter
- 2.1.A Animals owned or harbored in violation of City Code of Ordinances, or laws of the State of Texas, may be taken into custody by an Animal Control Officer or other designated official and impounded under the provisions of the City's laws and regulations. Included is the authority to deliver such animals to the Shelter, per terms of this Agreement. This Agreement pertaining to sheltering, fees, reclaim periods, quarantine, disposition, and other requirements shall apply to all animals brought in from within City Limits, including those brought by City Animal Control Officers, other designated officials, or private citizens. The City may request the assistance of the County in controlling or capturing animals within their city limits. However, The County's assistance will be based on availability between the hours of 0800 and 1600 during regularly staffed days (not including holidays). Bastrop County may respond to emergencies (ex. due to arrest, accident, medical emergency, or death of a person -with no caregiver for animal able to be located, confirmed possible rabies exposure from an animal without a known owner). If the County is available and provides such assistance, there will be a separate hourly charge for those services (see Section 4).
- 2.1.B Owners of impounded animals are required to pay all fees and other costs related to the impoundment as set forth by Bastrop County and as agreed between the parties for operation of the Shelter. The fees for the impoundment of animals are to be collected by the Shelter on behalf of the City and the City agrees that, as partial consideration for this Agreement, the County shall have the right to retain all assessed and collected fees due from owners or harborers of impounded animals, as set forth in Bastrop County Rabies and Animal Control Ordinances.

2.2 Holding Periods and Disposition of Impounded Animals

- 2.2.A Dogs or Cats that are Impounded Without Identification. Dogs or cats impounded by the Animal Control Department or taken to the Shelter by a person other than the harboring or owner of that animal, and which do not have traceable identification, shall be held for a minimum of 48 hours during which time period the owner may present proof of ownership at the Shelter and reclaim the animal, upon payment of all applicable fees and costs incurred during and/or related to the impoundment of the animal at the Shelter. In the event that a dog or cat is not claimed at the Shelter within 48 hours, that animal shall become the property of the County, as the City's designee.
- 2.2.B Dogs or Cats Impounded with Identification. Dogs or cats impounded by the Animal Control Department or taken to the Shelter by a person other than the harboring or owner of that animal that have traceable identification or when an owner or harboring of the animal is otherwise known by the County or City Animal Control personnel, shall be held by the Shelter, or its assignee, for a minimum of five (5) operational days from the date the animal enters the Shelter.
- 2.2.B.1 During this time, the City Animal Control Department or County Shelter personnel will attempt to notify the owner or harboring of the impoundment of the animal, as shown on the identification or as otherwise determined by the County. Holidays and other days that the facility is closed are specifically excluded from the minimum five (5) day holding period, noted herein.
- 2.2.B.2 The owner or harboring of such animals may claim them from the County at any time during the five (5) day confinement period, after compliance with the requirements herein.
- 2.2.C In the event that such an impounded animal is not claimed as set forth above, the impounded animal shall be deemed voluntarily surrendered by the owner or harboring, and shall become the property of the County as of the start of business on the sixth (6th) day of impoundment, or at the start of business on the day following the written agreed upon date and time as stipulated under (3) (a), and the County may dispose of the animal as it deems appropriate.

2.3 The five (5) day holding period may be extended if the owner or harboring of an animal that is impounded with identification has:

- 2.3.A Notified the Bastrop County Animal Shelter in writing, on or before the close of business on the fifth (5th) day of impoundment, and made written arrangements with the Director of the Shelter for a date and time to reclaim the animal, and
- 2.3.B Notified the Bastrop County Animal Shelter in writing, on or before the close of business on the fifth (5th) day of impoundment, and made written arrangements with the Director of the Shelter for a date and time to reclaim the animal, and
- 2.3.C Pays all applicable fees and satisfies other County requirements necessary for claiming the impounded animal.

- 2.4** Animals Surrendered by the Owner/Harbinger. In addition to the voluntary surrender of animals that are not timely claimed from impoundment, as noted above, all other animals surrendered by the owner or harbinger to the County shall become the property of the County immediately upon completion of the owner or harbinger surrender form. Fees for owner or harbinger surrendered animals are as shown in the "Bastrop Animal Shelter Fee Schedule", as published on the Bastrop County Website / Animal Shelter. A current fee is attached hereto as Exhibit "A".
- 2.5** Animals other than dogs and cats that are impounded. All animals, other than dogs or cats, that are impounded by the Animal Control Department or the Shelter, or animals that are brought to the Shelter by a person other than the owner or harbinger, shall become the property of the Shelter immediately upon surrender, unless such ownership is prohibited by state or federal law.
- 2.6** Disposition of animals. Any animal that cannot be adopted or transferred to a proper and appropriate agency or person shall be euthanized by the Shelter by means approved by the American Veterinary Medical Association and/or the Texas Veterinary Medical Association or by other State of Texas approved method. S u c h euthanasia is to be administered in compliance with the laws of the State. Animals listed as endangered or protected shall be transferred to the proper authority at the earliest possible date or otherwise maintained in accordance with State and Federal laws.
- 2.7** Animals Held on Complaint or by Court Order. If a complaint has been filed in municipal court against the owner and/or harbinger of an animal that is impounded at the Shelter for a violation of the Code, the animal shall not be released except on the order of the City's Animal Control Department, which may also direct the owner and/or harbinger to pay any penalties for violation of its Code, in addition to payment of all impoundment fees and costs incurred by the Shelter. Surrender of an animal by the owner and/or harbinger thereof, to the Shelter or the Animal Control Department, does not relieve or render the owner or harbinger immune from the decision of the Court related to that animal, nor from the fees, fines, or other costs that may result from a violation of the Code.
- 2.8** Removal of Animals from Confinement Shelter
- 2.8.A Removal of animal from confinement- It is unlawful for any person to remove or allow escape from any place of confinement any dog, cat, or other animal which has been ordered to be confined in the Shelter, without the express consent of a Court of Law, or the County and/or the City.
- 2.8.B Delivery of Impounded Animals the Parties agree that City's authorized agents shall have the right to deliver impounded animals to the custody or control of the County as follows:
- 2.8.B.1 When feasible, the City will deliver impounded animals to the Shelter during the hours that the Shelter is generally open to the public, as set forth herein in Article I, Paragraph 3.
- 2.8.B.2 In addition to its general public business hours, the County will provide access to the Shelter to the City, for the delivery of animals to the Shelter.

- 2.8.B.3 Dead Animals and Fowl. Dead animals will not be accepted by the County at the Shelter unless such deceased animals are brought to be prepared for rabies specimen testing. The City Animal Control Officer shall perform the required preparation, proper storage, disposal, labeling, and transfer to the Texas Department of State Health Services testing facility.
- 2.8.B.4 At the time of delivery, the City's authorized agent(s) shall complete all Shelter Release Forms and Impoundment Forms for each animal delivered to the Shelter, including animals that are dead and submitted for rabies testing. In addition to release and impoundment forms, the City's authorized agent(s) is responsible for notifying a Shelter staff member and remaining with the animal(s) to assist during the intake process.

3. COUNTY RIGHTS and RESPONSIBILITIES

- 3.1** Bastrop County will provide the necessary impoundment and release Shelter forms for use by the City's representatives and agents.
- 3.2** Upon taking custody of impounded animals at the Shelter, the County will care for and hold such animals as per the terms of this Agreement, as follows:
- 3.3** Animals that are brought to the Shelter by the City as a result of formal complaints filed in a Court of Jurisdiction shall be held by the County as ordered by the Court. The staff at the shelter must be notified of the required hold period at the time of drop off and the ordered hold period must be clearly noted in the impound documentation.
- 3.4** Sick, injured, or animals deemed a danger to the health and welfare of citizens or Shelter staff may be humanely euthanized by the County at any time deemed appropriate, in the County's sole discretion.
- 3.5** Bastrop County shall not be obligated to provide veterinary care for any sick or injured animal that is taken by the Shelter. If either the City or County determines that it will, at its sole discretion, seek veterinary care for an impounded animal, then the owner/harbinger of such animal shall be responsible for payment of any veterinarian fees or medical care costs incurred while the animal is under impoundment at the Shelter.
- 3.6** Bastrop County will not be obligated to provide quarantine facilities or services under this Agreement quarantine will be at the request of The City, If the County elects to provide such quarantine facilities or services, then all applicable quarantine fees will be paid, by the animal owner/harbinger prior to initiating the quarantine holding period. If the City facilitates a quarantine, then the city will not be responsible for quarantine fees and said fees will be directly paid to the county by the 'owner' of the animal. If the 'owner' is unknown The City will pay the Quarantine Fee. Fees for quarantine services shall be those set by the Commissioners Court. Any fees paid for quarantine services shall be the property of Bastrop County.
- 3.7** Owners of impounded animals are required to pay all fees and other costs related to the impoundment as set by Bastrop County and as detailed in the Bastrop County Rabies and Animal Control Ordinances.
- 3.8** Quarantine of Animals at the Shelter and Disposition of suspected animals. Any Animal

that has bitten or scratched a person may be quarantined for observation and disposed of by the Shelter as follow:

- 3.8.A Be immediately euthanized and submitted to DSHS for rabies testing; or
- 3.8.B Held for a period of forty-eight (48) hours, while attempting to contact the owner, then euthanized and submitted to DSHS for rabies testing; or
- 3.8.C Held for a period of ten (10) days from the date of the bite/scratch, after which 1) the owner may reclaim (upon payment of fees), 2) the animal may be transferred to a rescue agency or adopted out; or 3) the animal may be euthanized and disposed of.

3.9 The County will collect and retain all fees paid by animal owners who reclaim animals that have been impounded and reclaimed, regardless of which entity or agency placed the animal(s) at the Bastrop County Shelter.

3.10 The County will require owners who desire to reclaim their animals to show proper identification and current rabies vaccination, prior to release of each impounded animal. Any owner located within the jurisdiction of the City that fails to provide proof of rabies vaccination may be referred to the City Animal Control Officer for the purpose of citation in accordance with City/State law. The Bastrop County Animal Shelter agrees to allow the City of Bastrop representative to access at the facility owner information for all reclaimed animals brought in from The City to ensure continued enforcement support.

3.11 Unless otherwise required by law, no information regarding service requests or city services will be given to third parties, without the consent of the City of Bastrop. Any services, documentation or information involving the city of Bastrop will be provided to the City of Bastrop upon request.

4. TERM and FINANCIAL CONSIDERATION

4.1 This Agreement shall be effective for a term of two (2) years, beginning November 1, 2025, and ending October 31, 2027.

4.2 City shall remit to the County upon receiving a detailed invoice, Two Hundred and Seventy Dollars (\$270.00) per Animal, Which amounts due will be invoiced by the County by the 5th day of each month for the prior month's services. The City agrees to pay the invoice within 30 days. Quarantine fees will be billed by the county directly to the owner of the animal.

4.3 The Parties agree that the financial consideration to be paid by the City to the County for performance of the services, obligations, and responsibilities under this Agreement are in part a cost sharing agreement and are as follows:

4.4 If the County provides requested assistance in capturing or controlling animals within their city limits, there will be a \$100 per hour charge for those services. These fees will be in addition to the service fees in subsection 4.3 above. Any such fees will be invoiced to the City within 60 days of the services being provided.

- 4.5** The County shall send an invoice to the City for impoundment fees by the 5th day of each month for the prior month's services. Accompanying the invoice shall be all impound sheets and reclaim contracts, and owner information. The city agrees to pay the invoice within 30 days when all documentation is received.

- 4.6** The City shall not be charged by The County any fees associated with unpaid debts a citizen may incur.

5. MISCELLANEOUS PROVISIONS

- 5.1** Amendment or Revision the City and the County agree that a request to renegotiate, amend, or revise this Agreement may be made by either Party at any time during its term, upon a minimum of 90 days written notice to the other Party.

- 5.2** Notices Written notices related to this Agreement shall be as follows:

5.2.A To the County:

Bastrop County Judge
804 Pecan Street
Bastrop, Texas 78602
With Copy to:

Bastrop County District Attorney
804 Pecan Street
Bastrop, TX 78602

5.2.B To the City:

City Manager
1311 Chestnut Street
Bastrop, Texas 78602

- 5.3** Effective Date- It is mutually understood and agreed to by the Parties hereto that this Agreement shall become effective on the later of the dates noted below and shall remain in effect for a term as set out herein, unless otherwise terminated as per the provisions set forth herein.

- 5.4** Written Notice Not to Renew- If either Party intends not to renew this Agreement, they shall give written notice to the other Party at least 90 days prior to the expiration date.

- 5.5** Automatic Renewal Scenario- Since the services provided in this Agreement are essential to the health and safety of the citizens of the City, without such written notice to not renew, and without a new Agreement regarding the matters covered in the Agreement, then this Agreement will automatically be extended in full force and effect on a year to year basis, and the fees due by the City will be increased by 20% for each ensuring year the services are provided by the County under such automatic extension.

5.6 No Liability of City or County Personnel - The Parties agree that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City or County may have to Immunity under the laws of the State of Texas.

5.7 Amendments- This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.

5.8 Severability- If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby but shall be enforced to the greatest extent permitted by law.

5.9 Headings- All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

5.10 Waivers- No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

5.11 Governing Law- This Agreement shall be construed, interpreted, and applied in accordance with and shall be governed by the laws applicable to the State of Texas. Any disputes regarding this Agreement will be heard in the courts of Bastrop County, Texas, or in the Federal District Court in Austin, Western District of Texas, Austin District.

THE CITY OF BASTROP:

City Manager

Date

ATTEST:

City Secretary

COUNTY OF BASTROP:

County Judge

Date

ATTEST:

County Clerk



STAFF REPORT

MEETING DATE: October 21, 2025

TITLE:

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

AGENDA ITEM SUBMITTED BY:

Victoria Psencik, Assistant City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approve the Bastrop City Council minutes from the September 23, 2025, Regular Meeting, the September 30, 2025, Special Meeting, the October 1, 2025, Crossings at 95 Town Hall Meeting, and the October 14, 2025 Special Meeting.

ATTACHMENTS:

- DRAFT September 23 Regular Meeting
- DRAFT September 30 Special Meeting
- DRAFT October 1 Crossings at 95 Town Hall Meeting
- DRAFT October 14 Special Meeting

CITY OF BASTROP

BASTROP CITY COUNCIL

SPECIAL CITY COUNCIL MEETING MINUTES

Tuesday, September 30, 2025

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

Council Members Present

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

Staff Present

City Manager Sylvia Carrillo-Trevino
Assistant City Manager / Fire Chief Andres Rosales
Assistant City Attorney Stan Springerley
City Secretary Michael Muscarello
Assistant City Secretary Victoria Psencik
Assistant to the City Manager Vivianna Andres
Development Services Director James Cowey
Police Chief Vicky Steffanic
Public Information Manager Colin Guerra
Finance Director Judy Sandroussi
Assistant Finance Director Laura Allen
Main Street Manager Michaela Joyce
Fleet & Facilities Director Doug Haggerty
Water/Wastewater Director Curtis Hancock

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

Emma Creacy and Novi Jefferson, students with Emile Elementary SWAT Team, led the Pledge of Allegiance.

3. INVOCATION

City of Bastrop Police Chaplain Dr. Arthur Banks delivered the Invocation.

4. PRESENTATIONS

4A. **Mayor's Report**

4B. **Council Members' Report**

4C. **PROCLAMATION – Domestic Violence Awareness Month**

The proclamation was read and signed by Mayor Ishmael Harris.

5. **CITIZEN COMMENT(S)**

Citizen(s) that did not speak to City Council but submitted comments regarding items not specifically listed on the agenda: Reba King, Shawn Kana, Christy Rivera, Gilbert Cervantes, Roger Lightsey Jr, Doug Karn, David Segura, John Postle, Robin King, Hossein Soltani, Charles Day, Brad Cook, John McArdle, Tristan King, Scott Stanek, Jamie Howard, Barbara Rodgers, Romonda Watley, Mary Cervantes, Ashley Coy, Andy Mercer, William Harlan, Jonathan Fleming, and Jake Webb.

Citizens addressing the City Council on an item, not specifically listed on the agenda: Gwyneth Howard, Herb Goldsmith, Sami Mubasher, Andrea Haschke, and Rick Rivera.

6. **WORK SESSIONS / BRIEFINGS – NONE**

7. **STAFF AND BOARD REPORTS – NONE**

8. **CONSENT AGENDA**

8A. **Consider and act on Resolution No. R-2025-171, approving a Public Improvement Plan Agreement with Classen FM 969 LLC for the Auto Repair Shop, as attached in Exhibit A.**

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

8B. **Consider and act on Resolution No. R-2025-172 authorizing the reallocation of funding for the Agnes Street Extension project.**

Submitted by: Laura Allen, Assistant Finance Director

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

MOTION: Mayor Pro-Tem Kirkland moved to approve the Consent Agenda as presented above with the exclusion of Item 8C. Council Member Meyer seconded the motion. Motion carried unanimously.

* * * * *

8C. **Consider and act on the first reading of Ordinance No. 2025-74, amending the City of Bastrop Code of Ordinances Section 1.15.5 to recognize the Ethics Commission as a “City Official”; and move to include on the October 21, 2025 agenda for the second reading.**

Submitted by: Michael Muscarello, City Secretary

MOTION: Council Member Meyer moved to **table** Item 8C. Council Member Fossler seconded the motion. Motion carried unanimously.

* * * * *

9. ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. **Consider and act on the second reading of Ordinance No. 2025-71, adopting the budget for Fiscal Year 2025-2026 (October 1, 2025 through September 30, 2026) attached as Exhibit A; making certain appropriations; and providing that expenditures for said Fiscal Year be made in accordance with said budget.**

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

Citizen Comments submitted specifically for Item 9A that **did** speak: Reverend E.D. Johnson, Patrick Connell, Cecilia Serna, and Pablo Serna.

MOTION: Mayor Pro Tem Kirkland moved to approve the second reading of Ordinance No. 2025-71 to adopt the Budget for Fiscal Year 2025 – 2026 with a tax rate of 0.0504 and allocating the partnership idea proposed by the City Manager of a \$25,000 grant from HOT Funds for the Paul Quinn AME Church as a reimbursement upon completion. Council Member Plunkett seconded the motion. Motion carried unanimously.

- 9B. **Consider and act on the second reading of Ordinance No. 2025-72, adopting the tax roll, adopting the tax rate, and levying ad valorem taxes for the Fiscal Year 2025-2026 to provide revenue for the payment of budgeted municipal expenditures; and providing for tax assessment; records; an effective date; and proper notice and meeting.**

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

MOTION: Mayor Pro-Tem Kirkland moved that the property tax rate be set at 0.5040 per \$100 valuation, which is lower than the no-new revenue rate. Council Member Meyer seconded the motion. Motion carried unanimously.

- 9C. **Consider and act to approve Resolution No. R-2025-170 of the City Council of the City of Bastrop, Texas, confirming annual board appointments of the Mayor, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date.**

Submitted and Presented by: Michael Muscarello, City Secretary

MOTION (1): Mayor Pro-Tem Kirkland moved to approve Resolution No. R-2025-170 naming appointments to Boards and Commissions from the Mayor with the exception of the BEDC Board and the Parks Board; for the BEDC Board – Mayor Ishmael Harris to Place 1, Mayor Pro-Tem John Kirkland as a reappointment to Place 3, Council Member Cynthia Meyer to Place 5, and Chris McCool as a reappointment to Place 7 and name the two remaining vacant seats at a later date; also name the remaining vacant seats of the Parks Board at a later date. Council Member Meyer seconded the motion. Motion carried unanimously.

MOTION (2): Council Member Fossler moved to bring an Ordinance that would create a Parks Board seat as a liaison to the county parks system at the October 21st City Council meeting. Mayor Pro-Tem Kirkland seconded the motion. Motion carried unanimously.

10. EXECUTIVE SESSION

Mayor Harris closed the Open Meeting to convene the City Council into Executive (Closed) Session at 8:23 p.m. pursuant to Texas Government Code, Chapter 551 as follows:

10A. Section 551.071 to seek advice of legal counsel to discuss and deliberate regarding Corvette Invasion.

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

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

Mayor Harris reconvened the City Council into the Open Session at 8:39 p.m. and called for any action as a result of the Executive Session.

10A. Section 551.071 to seek advice of legal counsel to discuss and deliberate regarding Corvette Invasion.

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

No action was taken on Items 10A and 10B.

12. ADJOURNMENT

Upon receiving a motion duly made and seconded to adjourn, the September 30th Special Meeting was adjourned at 8:39 p.m.

CITY OF BASTROP, TEXAS

Ishmael Harris, Mayor

ATTEST:

Victoria Psencik, Assistant City Secretary

CITY OF BASTROP

BASTROP CITY COUNCIL

REGULAR CITY COUNCIL MEETING MINUTES

Tuesday, September 23, 2025

The Bastrop City Council met in a Regular Meeting at 6:30 p.m. on Tuesday, September 23, 2025, at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

Council Members Present

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

Staff Present

City Manager Sylvia Carrillo-Trevino
Assistant City Manager / Fire Chief Andres Rosales
Assistant City Attorney Stan Springerley
City Secretary Michael Muscarello
Assistant City Secretary Victoria Psencik
Assistant to the City Manager Vivianna Andres
Development Services Director James Cowey
Police Lieutenant Daniel McManus
Public Information Manager Colin Guerra
BEDC B.A.R.E. Manager Dori Kelley
Finance Director Judy Sandroussi
Assistant Finance Director Laura Allen
Water & Wastewater Director Curtis Hancock
Fleet & Facilities Director Doug Haggerty
Human Resources Director Tanya Cantrell
Main Street Manager Michaela Joyce
Project Manager Sinem Aka Mudun
Assistant Fire Chief Nick Laux

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

Alyvia Tamayo and Bria Figueroa, Riverside Middle School Volleyball Players, led the Pledge of Allegiance.

3. INVOCATION

City of Bastrop Police Chaplain Bob Long delivered the Invocation.

4. PRESENTATIONS

4A. Mayor's Report

4B. Council Members' Report

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

1. Cancel October 7, 2025 Meeting

2. Streets Update

3. Bridge Update

4. Water Plant Update

5. Wastewater Treatment Plant Update

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

4D. **PROCLAMATION – Falls Prevention Awareness Week**

The proclamation was read and signed by Mayor Ishmael Harris.

5. **WORK SESSIONS / BRIEFINGS**

5A. **Discussion and possible action on the recommendations received from the community for improvements to Mayfest Park and modifications to the City of Bastrop Experience Bastrop Parks Master Plan.**

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

6. **STAFF AND BOARD REPORTS**

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

Submitted and Presented by: Laura Allen, Assistant Finance Director

7. **CITIZEN COMMENT(S)**

Citizens(s) that did not speak to City Council but submitted comments: Stephanie Jenkins, Kathy and Larry Albers (Item 9D), Herb Goldsmith (Item 9A), Robert Clemons, George Higgins, Glenda Sirles, Sandra Harrison-Jackson, and Tammy Aldridge Taylor.

Citizen(s) addressing the City Council on an item, not on the agenda: Barbara Clemons, Cladie Johnson, Stephanie Heard, Dock Jackson, and Reverend E.D. Johnson

8. **CONSENT AGENDA**

8A. **Consider and act on the second reading of Ordinance No. 2025-70, establishing 2.195 acres located at 610 Martin Luther King Jr. Drive, Bastrop, Texas, as designated parkland.**

Submitted by: Vicky Steffanic, Chief of Police

- 8C. **Consider and act on Resolution No. R-2025-161, approving the City of Bastrop Purchasing Policy, which is attached as Exhibit A.**
- Submitted by: Judy Sandroussi, Finance Director
- 8D. **Consider and act on Resolution No. R-2025-162, approving the City of Bastrop Financial Management Policy, which is attached as Exhibit A.**
- Submitted by: Judy Sandroussi, Finance Director
- 8E. **Consider and act on Resolution No. R-2025-163 approving the City of Bastrop Investment Policy, which is attached as Exhibit A, and a list of qualified brokers, which is attached as Exhibit B.**
- Submitted by: Judy Sandroussi, Finance Director
- 8F. **Consider and act on Resolution No. R-2025-164 approving a service agreement with Meeder Public Funds, Inc, of Austin, in the amount not to exceed \$50,000.00, to provide investment advisor services and to approve their list of qualified brokers.**
- Submitted by: Judy Sandroussi, Finance Director
- 8F. **Consider and act on Resolution No. R-2025-164 approving a service agreement with Meeder Public Funds, Inc, of Austin, in the amount not to exceed \$50,000.00, to provide investment advisor services and to approve their list of qualified brokers.**
- Submitted by: Judy Sandroussi, Finance Director
- 8G. **Consider and act on Resolution No. R-2025-165, approving the City of Bastrop to be a Participant in Texas Connect investment pool.**
- Submitted by: Judy Sandroussi, Finance Director
- 8H. **Consider and act on Resolution No. R-2025-159 to delay action on the Ordinance authorizing the issuance of the Certificates until a regular meeting of the City Council to commence at 6:30 p.m. on October 21, 2025.**
- Submitted by: Judy Sandroussi, Finance Director
- 8I. **Consider and act on Resolution no. 2025-166 accepting a donation from First National Bank in the amount of \$3,490.00.**
- Submitted by: Tanya Cantrell, Human Resources Director
- 8J. **Consider and act on Resolution No. R-2025-115, to decommission the Bastrop Cultural Arts Commission and transition its functions to the Bastrop Cultural**

Arts Committee housed within the Discover Bastrop Department, and authorizing the City Manager to execute all necessary documents.

Submitted by: Michaela Joyce, Main Street Manager

- 8K. Consider action to approve Resolution No. R-2025-138 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 Thirty-nine thousand, one hundred thirty-nine dollars and fifty-five cents (\$39,139.55) allowing officers to educate, 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 20 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.

Submitted by: Vicky Steffanic, Chief of Police

- 8L. Consider and act on Resolution No. R-2025-169 authorizing participation with the State of Texas, through the Office of the Attorney General, in the latest global opioid settlements (including Purdue/Sackler and secondary manufacturer settlements), approving settlement participation and release forms, and authorizing the City Manager to execute all related documents.

Submitted by: Michael Muscarello, City Secretary

- 8M. Consider and act to approve the Bastrop City Council minutes from the August 19, 2025, Special Meeting, the September 3, 2025, Town Hall Meeting, and the September 9, 2025, Regular Meeting.

Submitted by: Victoria Psencik, Assistant City Secretary

Mayor Harris called for requests to remove any item from the Consent Agenda for separate discussion. Mayor Pro-Tem Kirkland requested Item 8B be removed.

* * * * *

- 8B. Consider and act on the second reading of Ordinance No. 2025-66 amending the Code of Ordinances, related to Chapter 1.10 Titled "Parks" Article 1.10.002 Titled "Parks Rules" amending the content to allow use by all individuals.

Submitted by: Vicky Steffanic, Chief of Police

MOTION: Mayor Pro-Tem Kirkland moved to approve the second reading of Ordinance No. 2025-66 with the addition of the phrase "allowed by law" after all individuals in Section 2 AMENDMENT of the Ordinance. Council Member Fossler seconded the motion. Motion carried unanimously.

* * * * *

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

MOTION: Mayor Pro-Tem Kirkland moved to approve the Consent Agenda as presented after Item 8A was read into the record by Mayor Harris and with the exclusion of Item 8B. Council Member Meyer seconded the motion. Motion carried unanimously.

9. ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. **Conduct a public hearing, consider and act on the first reading of Ordinance No. 2025-71, adopting the budget for Fiscal Year 2025-2026 (October 1, 2025 through September 30, 2026) attached as Exhibit A; making certain appropriations; and providing that expenditures for said Fiscal Year be made in accordance with said budget; providing a distribution; and move to include on the September 30, 2025 agenda for the second reading.**

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

Mayor Harris opened the Public Hearing at 8:03 p.m. for the Fiscal Year 2025-2026 Budget listed in Item 9A.

Public Hearing: Reverend E.D. Johnson

Mayor Harris closed the Public Hearing at 8:31 p.m. for the Fiscal Year 2025-2026 Budget listed in Item 9A.

MOTION: Mayor Pro-Tem Kirkland moved to the first reading of Ordinance No. 2025-71 by adopting the recommendations provided by staff, which includes a 0.5040 property tax (lower than the no-new revenue rate), a one-time salary adjustment to staff in the amount of \$500 for full-time employees and \$250 for part-time employees, and approve an amendment to the HOT Funds for the AME Church for \$100,000 over five years as suggested by the City Manager and include on the September 30, 2025 agenda for the second reading. Council Member Meyer seconded the motion. Motion carried unanimously.

- 9B. **Conduct a public hearing and consider and act on the first reading of Ordinance No. 2025- 72, Adopting the tax roll, adopting the tax rate, and levying ad valorem taxes for the Fiscal Year 2025-2026 to provide revenue for the payment of budgeted municipal expenditures; and providing for tax assessment; records; severability; an effective date; and proper notice and meeting; and move to include on the September 30, 2025, agenda for a second reading.**

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

Mayor Harris opened the Public Hearing at 8:39 p.m. for the adoption of the tax roll, tax rate, and levying ad valorem taxes for the Fiscal Year 2025-2026 listed in Item 9B.

Public Hearing: No comments were submitted.

Mayor Harris closed the Public Hearing at 8:39 p.m. for the adoption of the tax roll, tax rate, and levying ad valorem taxes for the Fiscal Year 2025-2026 listed in Item 9B.

MOTION: Mayor Pro-Tem Kirkland moved that the property tax rate be set at 0.5040 per \$100 valuation. Council Member Fossler seconded the motion. Motion carried unanimously.

9C. **Consider and act on Resolution No. R-2025-131 authorizing the reallocation of funding for the Riverbank Stabilization.**

Submitted and Presented by: Laura Allen, Assistant Finance Director

MOTION: Mayor Pro-Tem Kirkland moved to table Item 9C to the September 30, 2025 meeting and direct staff to look at ways to reduce the cost impact. Council Member Lowe seconded the motion. Motion carried unanimously.

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

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

Mayor Harris opened the Public Hearing at 9:00 p.m. for the rezone of 7.398 +/- acres out of Steel Yard Subdivision, Lot 3, at 2002 SH 95 listed in Item 9B.

Public Hearing: No comments were submitted.

Mayor Harris closed the Public Hearing at 9:00 p.m. for the rezone of 7.398 +/- acres out of Steel Yard Subdivision, Lot 3, at 2002 SH 95 listed in Item 9B

MOTION: Council Member Plunket moved to table Item 9D until the next regular meeting October 21, 2025. Council Member Meyer seconded the motion. Motion carried unanimously.

9E. **Discussion and possible direction regarding Senate Bill 1008, relating to state and local authority to regulate the food service industry and its impact on local alcohol permitting and licensing.**

Submitted and Presented by: Michael Muscarello, City Secretary

Council Member Plunkett did recuse himself from Item 9E after City Secretary Muscarello presented the item.

MOTION: Mayor Pro-Tem Kirkland moved to grant back the 2025 – 2026 payments that were made by all the restaurants and providers that paid them. Council Member Fossler seconded the motion. Motion carried 4-0. Council Member Plunkett was recused from the vote.

9F. **Consider and act on Resolution No. R-2025-158 to establish boundaries and standards for the creation of a South End District bounded by Water Street, Chestnut Street, Highway 95, and Gutierrez Street.**

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

ORIGINAL MOTION: Council Member Plunkett moved to approve Resolution No. R-2025-158 with the amendment of striking the word “standards” in the resolution preamble. Council Member Meyer seconded the motion.

Council Member Plunkett made a “friendly amendment” to his original motion to add the streets of Paul C Bell, Jasper, and Newton to the be included in the boundaries. Council Member Meyer agreed with the amendment (original seconder).

Mayor Pro-Tem Kirkland made a “friendly amendment” to re-insert the word “standards” to way it was originally written in the resolution. Council Member Plunkett (original motion maker) and Council Member Meyer (original seconder to motion) agreed to the friendly amendment.

REVISED MOTION: Council Member Plunkett moved to approve Resolution No. R-2025-158 with the addition of Paul C Bell Street, Jasper Street, and Newton Street to be included in the boundaries. Council Member Meyer seconded the motion. Motion carried unanimously.

9G. **Consider and act on Resolution No. 2025-167 to solicit the services of a professional engineer through a Request for Qualifications who will act as Engineer of Record for the Wastewater Treatment Plant #4 expansion.**

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

MOTION: Mayor Pro-Tem Kirkland moved to approve Resolution No. R-2025-167 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

Mayor Harris announced that Item 9H was pulled from the agenda and not discussed.

9H. **Consider and act on Resolution No. 2025-168 to enter into a professional services agreement for planning and architectural services with Place Designers, Inc for the development of a feasibility study for a**

Hotel/Convention Center Project, and a Regional Hospital an amount not to exceed \$96,000.

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 9:20 p.m. pursuant to Texas Government Code, Chapter 551 as follows:

10A. **Section 551.072 to deliberate the purchase, exchange, lease, or value of real property related to the Pine Forest Six Development.**

10B. **Section 551.071 and 551.072 to seek advice of legal counsel to discuss and deliberate regarding the proposed sale of real estate property located along Jasper Street.**

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

Mayor Harris reconvened the City Council into the Open Session at 9:47 p.m. and called for any action as a result of the Executive Session.

10A. **Section 551.072 to deliberate the purchase, exchange, lease, or value of real property related to the Pine Forest Six Development.**

10B. **Section 551.071 and 551.072 to seek advice of legal counsel to discuss and deliberate regarding the proposed sale of real estate property located along Jasper Street.**

No action was taken on Items 10A and 10B.

12. ADJOURNMENT

Upon receiving a motion duly made and a second to adjourn, Mayor Harris adjourned the September 23rd Regular Meeting at 9:47 p.m.

CITY OF BASTROP, TEXAS

Ishmael Harris, Mayor

ATTEST:

Victoria Psencik, Assistant City Secretary

CITY OF BASTROP

CROSSINGS AT 95 TOWN HALL MEETING

Wednesday, October 1, 2025

The City of Bastrop held a Town Hall Meeting on Wednesday, October 1, 2025, at 6:00 p.m. at the Bastrop Convention Center, 1408 Chestnut Street, Bastrop, Texas.

Council Members Present

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

Staff Present

Assistant City Manager / Fire Chief Andres Rosales
Development Services Director James Cowey
Assistant City Secretary Victoria Psencik
Assistant to the City Manager Vivianna Andres
Public Information Manager Colin Guerra
Planner I Alondra Macias
Senior Planner Brittany Epling
Project Coordinator Nicole Peterson

Council Member(s) Absent

Council Member Kerry Fossler

1. CALL TO ORDER

With a quorum present, Mayor Harris called the Crossings at 95 Townhall Meeting to order at 6:00 p.m. Council Member Fossler was absent.

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

The City Council led the Pledge of Allegiance.

3. INVOCATION

Council Member Lowe delivered the Invocation.

4. PRESENTATIONS

4A. Crossings at 95 Development Presentation located at 2002 State Hwy 95 (PID 48066).

A presentation was given by James Cowey, Development Services Director and Shiva Shankar with Paradise Engineers representing the Development.

5. CITIZEN COMMENTS

Barabara Coy – submitted comment card; did not speak
Rebecca Schaefer – submitted comment card; did not speak
Marie Hanna – submitted comment card; did not speak
Beverly Lloyd – submitted comment card; did not speak
James Richard – submitted comment card; did not speak
Judith Sacky – submitted comment card; did not speak

Ernest West – submitted comment card; did not speak
 Linda Baker – submitted comment card; did not speak
 Geraldine Castillo – submitted comment card; did not speak
 Heather Greene – submitted comment card; did speak
 Sandra Welch – submitted comment card; did not speak
 Michele Sanders – submitted comment card; did not speak
 Myra Powers – submitted comment card; did not speak
 Mary Lucas – submitted comment card; did not speak
 Diane Gordon – submitted comment card; did not speak
 Frankie Howard – submitted comment card; did not speak
 Kathy Metcalf – submitted comment card; did speak
 Richard Wilson – submitted comment card; did speak
 Patricia Abell – submitted comment card; did speak
 EC Sherman – submitted comment card; did not speak
 Larry Campbell – submitted comment card; did not speak
 Eileen Campbell – submitted comment card; did not speak
 Michael Presler – submitted comment card; did not speak
 Ray Leal – submitted comment card; did not speak
 Nick Pacheco – submitted comment card; did not speak
 Jimmy Crouch – submitted comment card; did speak
 David Patterson – submitted comment card; did speak
 Joe Miller – submitted comment card; did speak
 Cheryl Kruckeberg – submitted comment card; did speak
 Pearl Russo – submitted comment card; did speak
 Larry Magnus – submitted comment card; did not speak
 Ruthann Adams – submitted comment card; did not speak
 Suzanne Pike – submitted comment card; did not speak
 Cheryl Cato – submitted comment card; did not speak
 Cynthia Cheney – submitted comment card; did not speak
 Sylvia Wormley – submitted comment card; did not speak

6. ADJOURNMENT

Upon receiving a motion duly made and seconded to adjourn, the October 1st Crossings at 95 Town Hall Meeting was adjourned at 8:21 p.m.

CITY OF BASTROP, TEXAS

Ishmael Harris, Mayor

ATTEST:

Victoria Psencik, Assistant City Secretary

CITY OF BASTROP

BASTROP CITY COUNCIL

SPECIAL CITY COUNCIL MEETING MINUTES

Tuesday, October 14, 2025

The Bastrop City Council met in a Special Meeting at 6:30 p.m. on Tuesday, October 14, 2025, at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

Council Members Present

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

Staff Present

City Manager Sylvia Carrillo-Trevino
Assistant City Manager / Fire Chief Andres Rosales
Assistant City Attorney Stan Springerley
City Secretary Michael Muscarello
Assistant City Secretary Victoria Psencik
Assistant to the City Manager Vivianna Andres
Development Services Director James Cowey
Senior Planner Brittany Epling
Public Information Manager Colin Guerra
Project Manager Elizabeth Wick
Parks and Recreation Director Jason Alfaro
Water/Wastewater Director Curtis Hancock

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

Council Member Lowe delivered the Invocation.

4. PRESENTATIONS

4A. **Mayor's Report**

4B. **Council Members' Report**

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

A. Community Unity Meal

B. Park Construction

C. Future Presentation on other ASR projects

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

Following the conclusion of Item 4C, Mayor Harris announced that he has recused himself from the presentation of Item 4D due to his employment with Austin Water.

At that point, Mayor Pro-Tem Kirkland assumed the role of presiding officer for the remainder of the presentation of Item 4D.

4D. Austin Water Aquifer Storage and Recovery (ASR) Presentation

Presented by: The City of Austin.

The presentation was given by Shay Roalson, Director of Austin Water

Citizen Comment submitted specifically for Item 4D that spoke: Heather Greene.

After the presentation of Item 4D, Mayor Harris returned to the meeting as the presiding officer of the City Council meeting.

5. WORK SESSIONS / BRIEFINGS – NONE

6. STAFF AND BOARD REPORTS – NONE

7. CITIZEN COMMENT(S)

No citizen comments were submitted.

8. CONSENT AGENDA

8A. Consider and act on Resolution No. R-2025-179, amending the Rules of Procedure for the City Council and Boards & Commissions, Article 2, General Rules of Procedure and Policies, Section 2.4 Regular Meetings, to reflect updated meeting dates.

Submitted by: Michael Muscarello, City Secretary

8B. Consider and act on Resolution No. R-2025-174, approving an amendment to the Public Improvement Plan Agreement with Hunt Communities Bastrop LLC for The Colony MUD 1G Offsite Wastewater Improvements, as attached in Exhibit A.

Submitted by: Brittany Epling, Senior Planner

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

Submitted by: Brittany Epling, Senior Planner

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

Submitted by: Brittany Epling, Senior Planner

- 8E. **Consider and act on Resolution No. R-2025-177, approving a Public Improvement Plan Agreement with Hunt Communities Bastrop LLC for The Colony MUD 1F Section 6, as attached in Exhibit A.**

Submitted by: Brittany Epling, Senior Planner

Mayor Harris called for requests to remove any item from the Consent Agenda for separate discussion. **No** requests were made.

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

9. ITEMS FOR INDIVIDUAL CONSIDERATION

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

Submitted and Presented by: Andres Rosales, Assistant City Manager

MOTION: Council Member Plunkett moved to approve Resolution No. R-2025-180 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

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

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

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

MOTION: Council Member Meyer moved to approve Resolution No. R-2025-173 as presented. Council Member Plunkett seconded the motion. Motion carried unanimously.

12. ADJOURNMENT

Upon receiving a motion duly made and a second to adjourn, Mayor Harris adjourned the October 14th Special Meeting at 7:38 p.m.

CITY OF BASTROP, TEXAS

Ishmael Harris, Mayor

ATTEST:

Victoria Psencik, Assistant City Secretary

DRAFT



STAFF REPORT

MEETING DATE: October 21, 2025

TITLE:

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

STAFF REPRESENTATIVE:

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

BACKGROUND/HISTORY:

A proposed development providing senior affordable housing is proposed at the intersection of State Highway 71 and Lover’s Lane. Included in the proposed development are three city streets which have not been built and are considered “paper streets”.

The construction of the street to alleviate traffic from Lover’s Lane has been contemplated, and discussions with Union Pacific Railroad have been ongoing. Unfortunately, the railroad will not allow any further at grade crossings in Bastrop. The alternatives are three-fold:

- 1) Remove 3 at grade crossings to obtain 1
- 2) Create a bridge over the crossing
- 3) Create a bore under the crossing.

All three alternatives are cost prohibitive to the City at this time.

Staff is recommending the abandonment of aforementioned right-of-way for an appraised value. Recent closures in nearby Jasper Street, to the west, were sold for \$50,000 for an approximate acre. This area amounts to 2.82 contiguous acres; extrapolating that amount would yield \$141,000 in value due to the City.

Alternatively, the developer is proposing to do a land swap for 2.72 acres north of Jasper Street, in exchange for the 2.82 acres of city ROW.

A survey is not included. IF the council approves said abandonment, then the right-of-way will be removed at the platting stage.

POLICY EXPLANATION:

The abandonment of city right-of-way requires City Council approval and must be established by ordinance. Therefore, Staff is formally requesting that City Council approve the abandonment of the said rights-of-way with Ordinance No. 2025-79

RECOMMENDATION:

Approve abandoning and vacating a certain section of the Jasper Street right-of-way, Mill Street right-of-way, and South Street right-of-way to the south of State Highway 71 and east of Lover's Lane; and authorizing the City Manager to execute any necessary documents to convey the City's remaining real property interests, if any, in said right-of-way to the adjacent owner.

ATTACHMENTS:

Ordinance

Exhibit A: Developer's Proposed Terms and Location Map

Exhibit B: ROW Closure Quitclaim Deed

ORDINANCE NO. 2025-79

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ABANDONING AND VACATING A CERTAIN SECTION OF THE JASPER STREET RIGHT-OF-WAY, MILL STREET RIGHT-OF-WAY, AND SOUTH STREET RIGHT-OF-WAY LOCATED SOUTH OF STATE HIGHWAY 71 AND EAST OF LOVER’S LANE; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS TO CONVEY THE CITY’S REMAINING REAL PROPERTY INTERESTS, IF ANY, IN SAID RIGHT-OF-WAY TO THE ADJACENT OWNER; PROVIDING FOR FINDINGS OF FACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop (“City”) is the owner of certain rights-of-way known as Jasper Street, Mill Street, and South Street located south of State Highway 71 and east of Lover’s Lane, which streets have never been constructed and are considered “paper streets”; and

WHEREAS, a proposed senior affordable housing development is planned for property at the intersection of State Highway 71 and Lover’s Lane, and the existence of these unbuilt rights-of-way hinders the orderly development of said property; and

WHEREAS, the City has investigated potential roadway extensions and traffic relief routes in this area and has determined that constructing crossings over or under the Union Pacific Railroad right-of-way would be cost prohibitive, with no feasible alternative available at this time; and

WHEREAS, the City Council finds that these portions of the Jasper Street, Mill Street, and South Street rights-of-way are not currently used, are not needed for present or future public use, and that the public interest will be better served by abandoning and vacating the rights-of-way; and

WHEREAS, in consideration of the abandonment and vacation, the adjacent property owner has proposed a land exchange for approximately 2.72 acres of property north of Jasper Street, in lieu of payment for the appraised value of approximately \$141,000, as determined by comparable transactions; and

WHEREAS, the City Council finds that such conveyance and exchange are in the best interest of the City and its residents and that all legal requirements for such abandonment and conveyance have been met.

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

Section 1. Findings of Fact

All the above recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Abandonment and Vacation

The City Council hereby abandons and vacates all right, title, and interest of the City of Bastrop in and to the sections of the Jasper Street right-of-way, Mill Street right-of-way, and South Street right-of-way located south of State Highway 71 and east of Lover’s Lane, as legally described and depicted in *Exhibit “A”*, attached hereto and incorporated herein for all purposes.

Section 3. Conveyance Authorization

The City Manager is hereby authorized to execute any and all documents necessary to convey the City’s remaining real property interests, if any, in said rights-of-way to the adjacent property owner in accordance with the land exchange agreement or for other consideration approved by the City.

Section 4. Public Purpose and Benefit

The City Council finds that this abandonment and conveyance serve a valid public purpose by promoting economic development, facilitating senior affordable housing, and relieving the City of the cost burden associated with maintaining unused rights-of-way.

Section 5. Severability

If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application.

Section 6. Effective Date

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

DULY ORDAINED AND ADOPTED by the Bastrop City Council on first reading on this the 21st day of October 2025.

DULY ORDAINED AND ADOPTED by the Bastrop City Council on second reading on this the 4th day of November 2025.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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





5757 Alpha Road, Suite 505 • Dallas TX 75240 • T: 214.843.0896 • www.elizabethpropertygroup.com

Clarification of Terms for Pine Creek Seniors

Following our recent discussions, we want to confirm our understanding of the key terms for the proposed senior affordable housing development in Bastrop to ensure alignment.

Affordability

The project will include 52 senior affordable units: 36 one-bedroom units and 16 two-bedroom units, with the following affordability mix:

Unit Type	AMI Level	Units	Rent Limit
1-Bedroom	30% AMI	11	\$695
	50% AMI	6	\$1,197
	60% AMI	19	\$1,448
2-Bedroom	30% AMI	4	\$828
	50% AMI	4	\$1,431
	60% AMI	8	\$1,732

Total: 52 units (Weighted average rent: \$1,254). **This also shows a total of 15 units at 30% AMI (\$695 / \$828) for the project.**

Additional Funding Requirement

The above affordability structure requires no additional funding support from the City of Bastrop.

Property Taxes

The above assumes the property will pay 100% of assessed ad valorem real estate taxes **(no abatements or exemptions)**.

Right-of-Way Dedication

The developer proposes to dedicate the northern portion of the site to the City of Bastrop (see attached exhibit). Specifically, the City has agreed to accept Jasper Street and the area of the property north of Jasper Street, totaling approximately 2.72 **contiguous** acres. We would request the City to release the ROWs and all paper easements on the remainder of the property—everything south of Jasper Street—which totals approximately 2.82 acres. In exchange, the developer will contribute the 2.72 acres of dedicated land to the City.



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The sketch roundabout / proposal is merely a suggestion at this stage (reflective of the conversations between City Staff and current owner) and remains subject to all necessary approvals, with any related costs to be borne by the City rather than the developer. The developer will not bear any financial responsibility for potential future public improvements on the dedicated portion.

Please confirm that this summary reflects the terms as discussed.

Sincerely,

A handwritten signature in black ink, appearing to read "Tisha Vaidya", with a long horizontal flourish extending to the right.

Tisha Vaidya
tisha@elizabethpropertygroup.com
(214) 336-7495
5757 Alpha Road, Suite 505
Dallas, TX 75240

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

NOTICE: NO RESPONSIBILITY FOR VALIDITY OF REAL ESTATE TITLE IS ASSUMED BY THE ATTORNEYS PREPARING THIS INSTRUMENT UNLESS A WRITTEN TITLE OPINION IS RENDERED.

QUITCLAIM DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BASTROP §

Date: _____, 2025

Grantor: **City of Bastrop, Texas**, a Texas home-rule municipality

Grantor's Address: 1311 Chestnut Street
 Bastrop, Texas 78602

Grantee: _____, _____

Grantee's Address: _____

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration

Property: The _____-acre tracts of land, being a portion of the abandoned, vacated, and closed public right-of-way known as Jasper Street right-of-way, Mill Street right-of-way, and South Street right-of-way to the south of State Highway 71 and east of Lover's Lane, being a portion of Building Blocks _____, City of Bastrop, Bastrop County, Texas, as more specifically described in Exhibit "A" (the "Property"), attached hereto and incorporated herein by reference.

Reservations from and Exceptions to Conveyance: This conveyance is made and accepted subject to the following matters, if any, to the extent same are in effect at this time, relating to the Property, and shown of record in the herein-above mentioned County and State: any and all reservations, restrictions, covenants, conditions and easements, and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities.

Grantee shall assume all ad valorem taxes due on the Property for the current year.

Conveyance: The Grantor has abandoned, vacated and closed the public right-of-way over,

across, under, and through the Property. The Grantee warrants that Grantee is the fee simple owner of property abutting the abandoned, vacated, and closed public right-of-way.

The Grantor for the Consideration stated herein, paid to it in hand by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does, by these present, QUITCLAIM and CONVEY to Grantee, without any warranty of any kind (neither express nor implied warranties, whether arising by common law or by statute), all its rights, title, and interest in and to the Property, if any, to have and to hold the Property to Grantee and its successors and assigns forever, subject to the Reservations from and Exceptions to Conveyance stated herein.

Executed this ____ day of _____, 2025.

GRANTOR: CITY OF BASTROP, TEXAS

By: _____
Sylvia Carrillo, City Manager

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

Charles Zech, City Attorney

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on the ____ day of _____, 2025 by Sylvia Carrillo, City Manager of the City of Bastrop, Texas, on behalf of said municipality.

Notary Public, State of Texas

ACKNOWLEDGED, AGREED AND ACCEPTED BY GRANTEE: _____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF BASTROP §

§

This instrument was acknowledged before me on the _____ day of _____, 2025 by _____ [Name], _____ [Title] of _____, on behalf of said entity.

Notary Public, State of Texas

After Recording, Return To:
City of Bastrop, Attn: City Secretary
1311 Chestnut Street, Bastrop, Texas 78602



STAFF REPORT

MEETING DATE: October 21, 2025

TITLE:

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

AGENDA ITEM SUBMITTED BY:

Laura Allen, Assistant Director of Finance

BACKGROUND/HISTORY:

The adopted FY 2026 budget planned for nine hundred and eighty-five thousand dollars (\$985,000) for needed repairs to the Convention Center.

The Hotel Occupancy Tax (HOT) fund is a special revenue fund, and its use is restricted to authorized categories. The Convention Center is an authorized use.

This is part one of the repairs. The roof, originally estimated at three hundred and twenty-five thousand (\$325,000), contemplated much more intense repair than is actually needed. Several bids were obtained to yield repairs that have a twenty (20) year or more warranty. Nations Roof, LLC was the lowest bid at one hundred seventeen five hundred and ten thousand \$117,500.

As listed in the FY 2026 budget, the estimated fund balance in the HOT fund is \$2,956,663. It is estimated until the audit is finalized.

Resolution No. 2025-185 is the accompanying agenda item that awards the bid to Nations Roof, LLC in the amount of one hundred seventeen five hundred and ten thousand (\$117,500).

FISCAL IMPACT:

Reduction of the HOT reserve in the amount of \$117,500 leaving a remaining estimated balance of \$2,89,163.

RECOMMENDATION:

Laura Allen, Assistant Finance Director, recommends approval of the first reading of Ordinance No. 2025-78, amending the budget for the Fiscal Year 2026 in accordance with existing statutory requirements, and move to include on the November 4, 2025, Consent Agenda as well as approving Resolution No. 2025-185.

ATTACHMENTS:

1. Fund Balance information
2. OpenGov link

ORDINANCE NO. 2025-78

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE CONVENTION CENTER CAPITAL BUDGET BY \$117,510, FUNDED FROM HOTEL OCCUPANCY TAX RESERVES, TO PAY FOR NECESSARY ROOF REPAIRS TO THE BASTROP CONVENTION CENTER; PROVIDING FOR FINDINGS OF FACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop (“City”) owns and operates the Bastrop Convention Center, which serves as a key facility supporting tourism, events, and economic development within the community; and

WHEREAS, roof repairs are necessary to maintain the structural integrity of the Convention Center and to prevent further deterioration and potential damage to the facility; and

WHEREAS, the cost for the proposed roof repairs is estimated at One Hundred Seventeen Thousand Five Hundred Ten Dollars (\$117,510); and

WHEREAS, the City Council finds that such repairs are an appropriate and eligible expenditure of Hotel Occupancy Tax (HOT) funds, as the Convention Center directly supports tourism and hotel-related activity within the City; and

WHEREAS, the City Council desires to amend the FY 2024-2025 Convention Center Capital Budget to allocate \$117,510 from Hotel Occupancy Tax reserves to fund the necessary roof repairs; and

WHEREAS, the City Council finds this budget amendment to be in the best interest of the City and necessary for the continued safe and efficient operation of the Bastrop Convention Center.

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

SECTION 1. Findings of Fact

All of the above recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

SECTION 2. Budget Amendment

The City Council hereby amends the FY 2024-2025 Convention Center Capital Budget by \$117,510, funded from Hotel Occupancy Tax (HOT) reserves, to provide for roof repair and related construction costs for the Bastrop Convention Center.

SECTION 3. Authorization to Expend Funds

The City Manager, or her designee, is hereby authorized to execute any and all documents, purchase orders, or contracts necessary to complete the roof repair project in accordance with this Ordinance and all applicable procurement requirements.

SECTION 4. Severability

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

SECTION 5. Effective Date

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

DULY ORDAINED AND ADOPTED by the Bastrop City Council on first reading on this the 21st day of October 2025.

DULY ORDAINED AND ADOPTED by the Bastrop City Council on second reading on this the 4th day of November 2025.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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



City of Bastrop
Discover Bastrop Convention Center Capital Expenses
 10/1/2025

	FY2026	FY2027	FY2028	FY2029	FY2030
Expenses					
Discover Bastrop					
Convention Center					
CONTINGENCY	\$48,000	\$0	\$0	\$0	\$0
LEGAL SERVICES	\$0	\$0	\$0	\$0	\$0
IRRIGATION	\$50,000	\$0	\$0	\$0	\$0
HVAC	\$300,000	\$0	\$0	\$0	\$0
SURVEY	\$0	\$0	\$0	\$0	\$0
LAND ACQUISITION	\$0	\$0	\$0	\$0	\$0
ROOF	\$325,000	\$0	\$0	\$0	\$0
ENGINEERING	\$0	\$0	\$0	\$0	\$0
CARPET	\$90,000	\$0	\$0	\$0	\$0
CHAIRS	\$172,000	\$0	\$0	\$0	\$0
CONSTRUCTION	\$0	\$0	\$0	\$0	\$0
INSPECTIONS	\$0	\$0	\$0	\$0	\$0
GRANT MANAGEMENT	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT	\$0	\$0	\$0	\$0	\$0
CMAR-CONTRUCTION MGMT AT RISK	\$0	\$0	\$0	\$0	\$0
CONVENTION CENTER TOTAL	\$985,000	\$0	\$0	\$0	\$0
DISCOVER BASTROP TOTAL	\$985,000	\$0	\$0	\$0	\$0
EXPENSES TOTAL	\$985,000	\$0	\$0	\$0	\$0



STAFF REPORT

MEETING DATE: October 21, 2025

TITLE:

Consider and act on Resolution No. R-2025-185 of the City Council of the City of Bastrop, Texas, authorizing the application of a silicone roof coating system at the Bastrop Convention Center; awarding a contract to Nations Roof, LLC in the amount of \$117,510.00; authorizing the City Manager to execute all necessary documents; and providing for an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Doug Haggerty, Fleet and Facilities Director

BACKGROUND/HISTORY:

The roof of the Bastrop Convention Center has experienced significant weathering and deterioration of its protective surface. Staff has evaluated several options for roof rehabilitation and determined that a restorative silicone roof coating system is the most cost-effective and durable approach for extending the roof's service life.

A coating system allows the existing roof assembly to remain in place, minimizing waste and disruption, while providing a watertight seal and UV protection. This method also supports future re-coating rather than full replacement, reducing long-term lifecycle costs.

Nations Roof, LLC submitted a proposal dated October 7, 2025, to clean, prepare, and apply a silicone roof coating over approximately 32,000 square feet of standing-seam metal roofing, including flashing and seam treatments, and to furnish and install fixed access ladders for safe roof access.

The proposal total is **\$117,510.00**, which includes:

- Full cleaning and surface preparation
- Application of a 100% silicone coating system
- Flashing and seam treatment
- Installation of fixed roof access ladders
- **20-year manufacturer's material-and-labor warranty**
- **2-year contractor labor warranty**

FISCAL IMPACT:

\$117, 510.00

RECOMMENDATION:

Staff recommends approval of **Resolution No. R-2025-185**, awarding the contract to Nations Roof, LLC in the amount of \$117,510.00 and authorizing the City Manager to execute all necessary documents to complete the project.

ATTACHMENTS:

1. **Resolution No. R-2025-185**
2. Nations Roof, LLC Proposal (dated October 7, 2025)

RESOLUTION NO. R-2025-185

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE APPLICATION OF A SILICONE ROOF COATING SYSTEM AT THE BASTROP CONVENTION CENTER; AWARDING A CONTRACT TO NATIONS ROOF, LLC IN THE AMOUNT OF ONE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED TEN DOLLARS (\$117,510.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the roof of the Bastrop Convention Center has experienced weathering and loss of surface protection, and staff has determined that applying a restorative silicone coating system is the most cost-effective and durable rehabilitation method for the existing roof assembly; and

WHEREAS, Nations Roof, LLC submitted a proposal dated October 7, 2025, to clean, prepare, and apply a silicone roof coating over approximately 32,000 square feet of standing-seam metal roofing, including flashing and seam treatments, and to furnish and install fixed access ladders for safe roof access, for a total cost of \$117,510.00, inclusive of a 20-year manufacturer’s material-and-labor warranty and a 2-year contractor labor warranty; and

WHEREAS, the proposed coating system will extend the roof’s service life, reduce lifecycle costs, minimize waste by avoiding full membrane replacement, and allow for future renewal recoats; and

WHEREAS, funding for the project is available, and procurement has been conducted in accordance with applicable state law and City purchasing policies.

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

SECTION 1. APPROVAL AND AWARD

The City Council hereby approves the rehabilitation of the Bastrop Convention Center roof through the application of a silicone coating system and awards a contract to Nations Roof, LLC in the amount of \$117,510.00 for the scope of work described in its October 7, 2025, proposal, including roof cleaning and preparation, flashing and seam treatments, coating installation over approximately 32,000 square feet, and installation of fixed access ladders.

SECTION 2. CONTRACT AUTHORIZATION

(a) The City Manager is authorized to negotiate and execute a contract, in a form approved by the City Attorney, and all documents necessary to complete the project.

(b) The final contract shall:

- Include the 20-year manufacturer's material-and-labor warranty and the 2-year contractor labor warranty;
- Require insurance, performance and payment bonds as applicable, and compliance with all safety and environmental regulations;
- Be governed by Texas law, with venue in Bastrop County, Texas;
- Provide that City terms prevail over any conflicting vendor proposal terms; and
- Contain standard provisions for project coordination, submittals, warranty registration, and close-out.

SECTION 3. FUNDING

Payment shall be made from [insert Fund and GL Code]. The City Manager and Finance Director are authorized to make any necessary budgetary and accounting adjustments to carry out this Resolution. Any required budget amendment is hereby approved to the extent necessary.

SECTION 4. CHANGE ORDERS

The City Manager is authorized to approve change orders within the limits established by state law and City policy, provided the total contract amount does not exceed the approved project budget.

SECTION 5. REPEALER

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

SECTION 6. SEVERABILITY

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

SECTION 7. EFFECTIVE DATE.

This Resolution shall take effect immediately upon passage and approval.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 21st day of October 2025.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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





NATIONS ROOF NATIONAL COVERAGE WITH LOCAL SERVICE

CORE VALUES

Do the Right Thing
Honest & Ethical
Accountable
Humbly Confident
Team Player

MANAGEMENT TEAM

Chief Executive Officer
Robby Speights

Chief Operating Officer
Jake Hyatt

Chief Financial Officer
Troy Bryce

Chief Risk Officer
Neff Ortiz

Executive Vice President
of Operations
Ryan Rebstock

President - NRSM
Doug Ingle

Corporate Counsel
David Gersh

Nations Roof was founded by Rich Nugent, Jim Nugent, and Ron Werowski in 2004 to meet the ever-changing needs of today's business environment. We are committed to serving national and local customers at a level of service never experienced in the roofing industry. We believe our business is in finding solutions to our customers' challenges. Whether we are troubleshooting a stubborn leak, managing a complex fast track roof replacement project or assisting customers with proactive life cycle service initiatives, Nations Roof delivers solutions.

When you choose Nations Roof, you are choosing direct employees, dedicated to serving our customer's contracting and service needs, both locally and nationally.

Nations Roof has earned a solid reputation for consistently delivering good value, high quality workmanship, supported by exceptional customer service and award-winning safety standards. Through our national partnerships with leading manufacturers, we can offer choices and solutions, rather than asking the customer to select from a predefined list.

Nations Roof is a licensed installer and can perform warranty services and emergency response for all Tier One roofing manufacturers in all states. This means that with a single call, Nations Roof can respond to any request for service to a single building or as many facilities as you need anywhere across the country. We can take care of your roof downtown or your most remote location.

NATIONAL ACCOUNT TEAM

Our National Account team is focused on developing partnered relationships with companies whose facilities are multi-site or multi-state and decision making is handled at the corporate level for capital projects. Being your resource for all things related to roofing, including materials, manufacturers, FM and building codes for our customers is another strength of our team.

NATIONAL SERVICE CENTER

No project is too big, and no detail is too small for our National Service Center team, which is available 24/7/365 to care for our customers' needs. Utilizing our single point of contact, Nations Roof's Internal Account Managers deliver the industry's highest value customer service.

Our National Service Center, located in Mobile, AL, offers a centralized customer service hub for customers with multiple facilities. Additionally, Nations Roof offers an online customer portal that provides customers with project data in real-time and from any device – service records, photos, proposals, reports and much more.

Nations Roof
851 E I-65 Service Road South
Suite 300
Mobile, AL 36606
800-444-ROOF (7663)
ServiceCenter@nationsroof.com

The Roofing Solutions Company

• Do the Right Thing • Honest & Ethical • Accountable • Humbly Confident • Team Player



WHY CHOOSE NATIONS ROOF

Item 12C.

INDUSTRIAL & MANUFACTURING



Our ability to adapt to the many challenges our customers face in today's marketplace is why customers choose Nations Roof. By creating a culture of safety, accountability and a commitment to quality, Nations Roof has become the national and local roofing contractor customers prefer on their buildings. Our commitment to self-perform both contracting and service work guarantees to our customers that we can deliver on our promises. Nations Roof's commitment to promoting personal and professional growth for our employees has made Nations Roof the "destination company" for the top talent in the industry.

HOSPITALITY



We have experience with all types of commercial roofing systems across all building types, covering a wide range of sizes and in all climates. There is simply nothing that our collective expertise hasn't faced or that is outside the expertise of our Nations Roof team. We handle commercial, industrial, offices, hospitality, distribution centers, retail centers, educational, and more.

PEOPLE

People are our greatest asset. They are the reason why Nations Roof continues to grow organically by double digits each year. Our company's commitment to delivering on our core values, internally and externally, ensures that everyone is held to the same standard, regardless of title or position.

HEALTH CARE



PROCESS

Nations Roof has a team of committed Customer Service Representatives and Internal Account Managers who focus on each customer's unique processes and individual needs. This avoids duplication of effort, saving our customers money. It starts with the request for service, dispatching service technicians, invoicing and ensuring all the correct customer data is included to finalize payment for the services provided.

REAL ESTATE



TECHNOLOGY

Never have customers had so much immediate access to their roof asset data. Nations Roof prides itself on creating a level of transparency with our customers so you can see the rooftop data we collect on your buildings. This allows our customers to proactively manage their assets, develop budgets and plan capital and maintenance expenditures for their facilities.

TECHNOLOGY



The Roofing Solutions Company

• Do the Right Thing • Honest & Ethical • Accountable • Humbly Confident • Team Player



SAFETY COMMITMENT

A proactive approach to making sure all Nations Roof team members are continuously trained and provided every necessary safety tool to keep our employees and our customers safe. Nations Roof is a SAFETY-focused organization. Our investment in employees' education and safety equipment underscores our commitment to safety and reinforces our belief that our employees, and their families, are entitled to a work environment in which we identify and minimize hazards.

SAFETY

EMR: 0.47

TRIR: 1.2

SAFETY EDUCATION

8 Hour Fall Protection

Semi-Annual Safety Day

Annual Safety Seminar at Georgia Tech for Safety Directors

OSHA 10- All Field Employees

OSHA 30- Superintendents and Foreman

OSHA 500 Certified

SAFETY FOCUS

We focus on safety training, injury prevention, continuing education, and accountability. Our goal is to heighten safety awareness and implement best practices on the roof, ladder, ground and road.

Job sites are regularly inspected and audited by internal and third-party inspectors to reduce risk, identify potential hazards and ensure compliance with safety measures.

We maintain safety awareness and accident prevention through daily, weekly, monthly, and semi-annual training.

SAFETY INVESTMENT

Nations Roof has invested over 2 million dollars in safety rails and personal protective equipment (PPE) for all workers.

The 100% retractable lifelines and temporary guardrails protect employees from falls. We can boast over 13 miles of safety guardrails!

The increased budget for fall-protection equipment has helped reduce injuries and claims resulting from injuries to one of the lowest in the industry, reflected in our 0.47 EMR rating.



The Roofing Solutions Company



Through our partnerships with manufacturers, Nations Roof has many roofing systems to choose from. Our certified roofing specialists will make a recommendation based on your roof type and condition to deliver the best available solution to fit your needs.



Nations Roof
851 E I-65 Service Road South
Suite 300
Mobile, AL 36606
800-444-ROOF (7663)
ServiceCenter@nationsroof.com
Rev. 10.07.2025

MANAGEMENT REPORT



CITY OF BASTROP
Bastrop Convention Center
1408 Chestnut st
Bastrop, Tx 78602

PREPARED FOR

SITE OVERVIEW

No.	NAME	SQ/FT	EST INSTALL	GRADE
1	Section 1	5,849	2010	C
2	Section 2	18,990	2010	C
3	Section 3	5,600	2010	C
4	Section 4	1,656	2010	C

SECTION: SECTION I

OBSERVATIONS

Section: Section 1
Size: 5,849
Overall Grade: C
Inspection Date: 10/06/2025
Inspector: Austin Lohmer

Observation Images	Observation Info
	<p>COMMENTS: General overview photos of section 1</p>
	<p>COMMENTS: General overview photos of section 1</p>



COMMENTS: General overview photos of section 1



COMMENTS: General overview photos of section 1



COMMENTS: General overview photos of section 1

DEFICIENCIES

Section: Section 1
Size: 5,849
Overall Grade: C
Inspection Date: 10/06/2025
Inspector: Austin Lohmer

	Deficiency Images	Deficiency Info
1		<p>NAME: SURFACING-REQUIRES COATING (EMERGENCY) QUANTITY: 5500 SF</p> <p>DEFICIENCY The smooth surface coating is weathered and no longer protecting the roofing plies.</p> <p>CORRECTIVE ACTION The roof will be cleaned, primed and coated with compatible material in accordance with the manufacturer specifications and application rates.</p> <p>PROJECTED CONSEQUENCES IF NOT CORRECTED Weathered coatings can reduce the reduce reflectivity, aesthetics and long-term performance of the roof by exposing the membrane surface to UV rays.</p> <p>ESTIMATED REPAIR COST \$20,000.00</p>
2		<p>NAME: FIXED LADDER (REMEDIAL) QUANTITY: 1 EA</p> <p>DEFICIENCY Customer requesting 19' fixed, caged ladder with cross over small ladder to access roof.</p> <p>CORRECTIVE ACTION</p> <p>PROJECTED CONSEQUENCES IF NOT CORRECTED</p> <p>ESTIMATED REPAIR COST \$3,000.00</p>

CITY OF BASTROP

Bastrop Convention Center
 1408 Chestnut st
 Bastrop, Tx 78602



Section: Section 1
Size: 5,849
Overall Grade: C
Inspection Date: 10/06/2025
Inspector: Austin Lohmer

F	Less than 1 year of service life remaining
D	1 - 2 Years of service life remaining
C	2 - 5 Years of service life remaining
B	5 - 7 Years of service life remaining
A	8 Years or more of service life remaining

Recommendations: Replacement - Recommend Silicone coating

Condition Summary

Membrane N/A
 Flashings D
 Sheet Metal C

Overall C

SECTION: Section I - (5,849 SF) GRADE C

Deficiency	Qty	Emergency	Remedial
Surfacing-requires coating	5500 SF	\$20,000.00	
Fixed ladder	1 EA		\$3,000.00
Total		\$20,000.00	\$3,000.00

Nations Roof
 851 E I-65 Service Road South
 Suite 300
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 800-444-ROOF (7663)
 ServiceCenter@nationsroof.com

SECTION: SECTION 2

OBSERVATIONS

Section: Section 2

Size: 18,990

Overall Grade: C

Inspection Date: 10/06/2025

Inspector: Austin Lohmer



Observation Images	Observation Info
	<p>COMMENTS: General overview photos of section 2</p>



COMMENTS: General overview photos of section 2



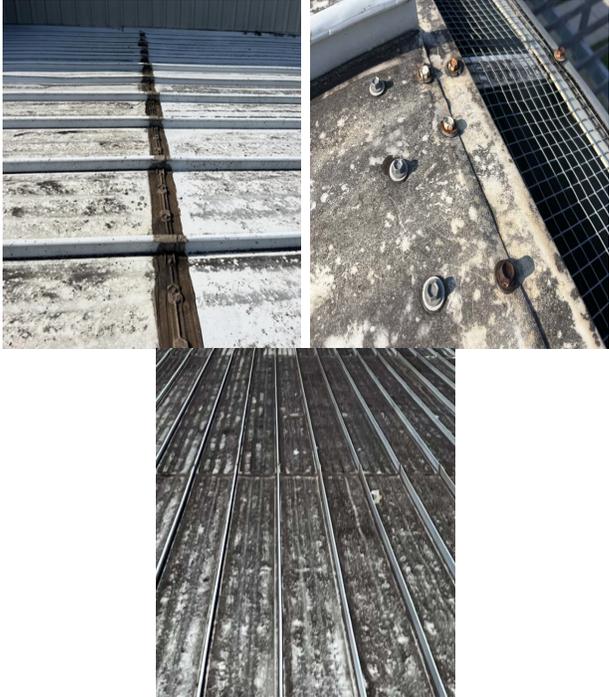
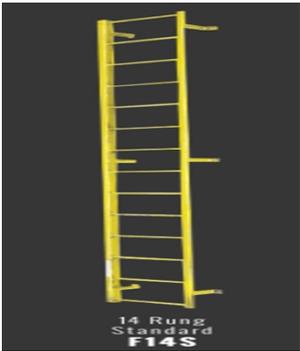
COMMENTS: General overview photos of section 2



COMMENTS: General overview photos of section 2

DEFICIENCIES

Section: Section 2
Size: 18,990
Overall Grade: C
Inspection Date: 10/06/2025
Inspector: Austin Lohmer

	Deficiency Images	Deficiency Info
1		<p>NAME: SURFACING-REQUIRES COATING (EMERGENCY) QUANTITY: 20500 SF</p> <p>DEFICIENCY The smooth surface coating is weathered and no longer protecting the roofing plies.</p> <p>CORRECTIVE ACTION The roof will be cleaned, primed and coated with compatible material in accordance with the manufacturer specifications and application rates.</p> <p>PROJECTED CONSEQUENCES IF NOT CORRECTED Weathered coatings can reduce the reduce reflectivity, aesthetics and long-term performance of the roof by exposing the membrane surface to UV rays.</p> <p>ESTIMATED REPAIR COST \$66,510.00</p>
2		<p>NAME: LADDER (REMEDIAL) QUANTITY: 1 EA</p> <p>DEFICIENCY Customer request 8' ladder to access section 2 from section 1</p> <p>CORRECTIVE ACTION</p> <p>PROJECTED CONSEQUENCES IF NOT CORRECTED Other</p> <p>ESTIMATED REPAIR COST \$1,500.00</p>

CITY OF BASTROP

Bastrop Convention Center
 1408 Chestnut st
 Bastrop, Tx 78602



Section: Section 2
Size: 18,990
Overall Grade: C
Inspection Date: 10/06/2025
Inspector: Austin Lohmer



Recommendations: Replacement - Recommend Silicone coating.

Condition Summary

Membrane	N/A
Flashings	D
Sheet Metal	C
<hr/>	
Overall	C

F	Less than 1 year of service life remaining
D	1 - 2 Years of service life remaining
C	2 - 5 Years of service life remaining
B	5 - 7 Years of service life remaining
A	8 Years or more of service life remaining

SECTION: Section 2 - (18,990 SF) GRADE C

Deficiency	Qty	Emergency	Remedial
Surfacing-requires coating	20500 SF	\$66,510.00	
Ladder	1 EA		\$1,500.00
Total		\$66,510.00	\$1,500.00

Nations Roof

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 ServiceCenter@nationsroof.com

SECTION: SECTION 3

OBSERVATIONS

Section: Section 3
Size: 5,600
Overall Grade: C
Inspection Date: 10/06/2025
Inspector: Austin Lohmer



Observation Images	Observation Info
	<p>COMMENTS: General overview photos of section 3</p>



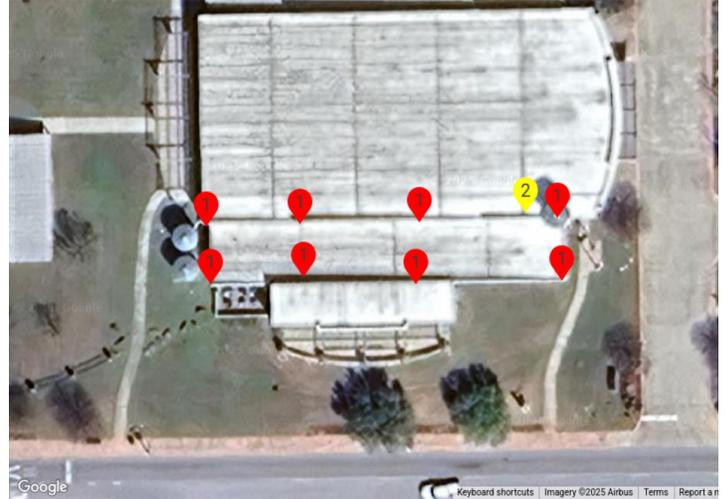
COMMENTS: General overview photos of section 3

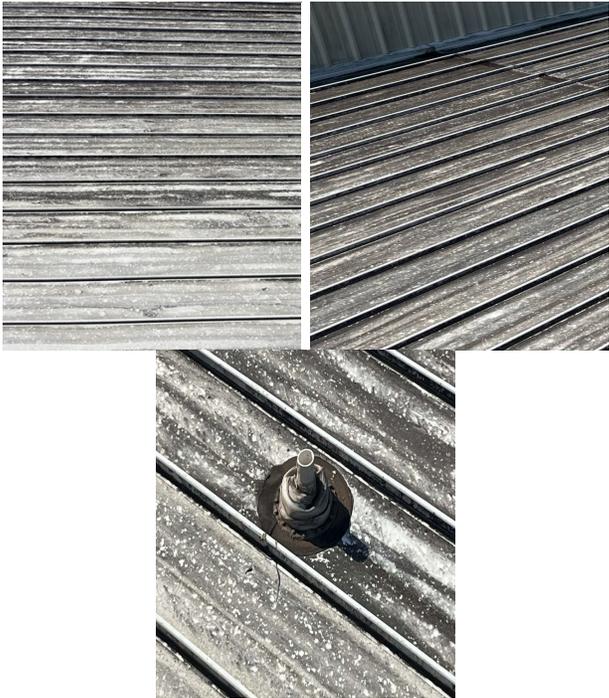


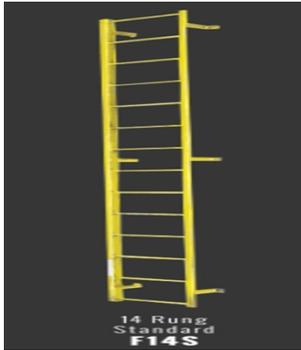
COMMENTS: General overview photos of section 3

DEFICIENCIES

Section: Section 3
Size: 5,600
Overall Grade: C
Inspection Date: 10/06/2025
Inspector: Austin Lohmer



	Deficiency Images	Deficiency Info
1		<p>NAME: SURFACING-REQUIRES COATING (EMERGENCY) QUANTITY: 3500 SF</p> <p>DEFICIENCY The smooth surface coating is weathered and no longer protecting the roofing plies.</p> <p>CORRECTIVE ACTION The roof will be cleaned, primed and coated with compatible material in accordance with the manufacturer specifications and application rates.</p> <p>PROJECTED CONSEQUENCES IF NOT CORRECTED Weathered coatings can reduce the reduce reflectivity, aesthetics and long-term performance of the roof by exposing the membrane surface to UV rays.</p> <p>ESTIMATED REPAIR COST \$14,000.00</p>

2		<p>NAME: LADDER (REMEDIAL) QUANTITY: 1 EA</p> <p>DEFICIENCY 8' Ladder to go from section 2 to section 3.</p> <p>CORRECTIVE ACTION</p> <p>PROJECTED CONSEQUENCES IF NOT CORRECTED Other</p> <p>ESTIMATED REPAIR COST \$1,500.00</p>
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CITY OF BASTROP

Bastrop Convention Center
 1408 Chestnut st
 Bastrop, Tx 78602



Section: Section 3
Size: 5,600
Overall Grade: C
Inspection Date: 10/06/2025
Inspector: Austin Lohmer

Recommendations: Replacement - Recommend Silicone coating.



Condition Summary

Membrane	N/A
Flashings	D
Sheet Metal	C
<hr/>	
Overall	C

F	Less than 1 year of service life remaining
D	1 - 2 Years of service life remaining
C	2 - 5 Years of service life remaining
B	5 - 7 Years of service life remaining
A	8 Years or more of service life remaining

SECTION: Section 3 - (5,600 SF) GRADE C

Deficiency	Qty	Emergency	Remedial
Surfacing-requires coating	3500 SF	\$14,000.00	
Ladder	1 EA		\$1,500.00
Total		\$14,000.00	\$1,500.00

Nations Roof
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 Suite 300
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 800-444-ROOF (7663)
 ServiceCenter@nationsroof.com

SECTION: SECTION 4

OBSERVATIONS

Section: Section 4
Size: 1,656
Overall Grade: C
Inspection Date: 10/06/2025
Inspector: Austin Lohmer

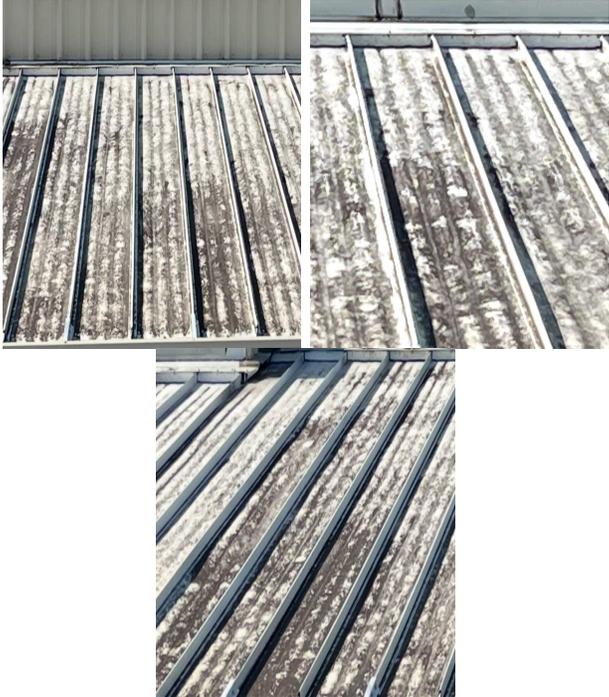
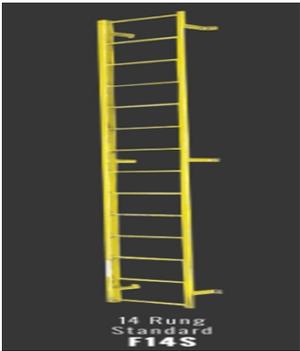
Observation Images	Observation Info
	<p>COMMENTS: General overview photos of section 4.</p>
	<p>COMMENTS: General overview photos of section 4.</p>



COMMENTS: General overview photos of section 4.

DEFICIENCIES

Section: Section 4
Size: 1,656
Overall Grade: C
Inspection Date: 10/06/2025
Inspector: Austin Lohmer

	Deficiency Images	Deficiency Info
1		<p>NAME: SURFACING-REQUIRES COATING (EMERGENCY) QUANTITY: 2500 SF</p> <p>DEFICIENCY The smooth surface coating is weathered and no longer protecting the roofing plies.</p> <p>CORRECTIVE ACTION The roof will be cleaned, primed and coated with compatible material in accordance with the manufacturer specifications and application rates.</p> <p>PROJECTED CONSEQUENCES IF NOT CORRECTED Weathered coatings can reduce the reduce reflectivity, aesthetics and long-term performance of the roof by exposing the membrane surface to UV rays.</p> <p>ESTIMATED REPAIR COST \$10,000.00</p>
2		<p>NAME: LADDER (REMEDIAL) QUANTITY: 1 EA</p> <p>DEFICIENCY 6' Ladder to access section 4 from section 3.</p> <p>CORRECTIVE ACTION</p> <p>PROJECTED CONSEQUENCES IF NOT CORRECTED Other</p> <p>ESTIMATED REPAIR COST \$1,000.00</p>

CITY OF BASTROP

Bastrop Convention Center
 1408 Chestnut st
 Bastrop, Tx 78602



Section: Section 4
Size: 1,656
Overall Grade: C
Inspection Date: 10/06/2025
Inspector: Austin Lohmer

F	Less than 1 year of service life remaining
D	1 - 2 Years of service life remaining
C	2 - 5 Years of service life remaining
B	5 - 7 Years of service life remaining
A	8 Years or more of service life remaining

Recommendations: Replacement - Recommend Silicone coating.

Condition Summary

Membrane N/A
 Flashings D
 Sheet Metal C

Overall C

SECTION: Section 4 - (1,656 SF) GRADE C

Deficiency	Qty	Emergency	Remedial
Surfacing-requires coating	2500 SF	\$10,000.00	
Ladder	1 EA		\$1,000.00
Total		\$10,000.00	\$1,000.00

Nations Roof

851 E I-65 Service Road South
 Suite 300
 Mobile, AL 36606
 800-444-ROOF (7663)
 ServiceCenter@nationsroof.com

SUMMARY

PROPERTY:

Bastrop Convention Center
 1408 Chestnut st
 Bastrop, Tx 78602

SECTION: Section 1

Deficiency	Qty	Emergency	Remedial
Surfacing-requires coating	5500 SF	\$20,000.00	
Fixed ladder	1 EA		\$3,000.00
Total		\$20,000.00	\$3,000.00

SECTION: Section 2

Deficiency	Qty	Emergency	Remedial
Surfacing-requires coating	20500 SF	\$66,510.00	
Ladder	1 EA		\$1,500.00
Total		\$66,510.00	\$1,500.00

SECTION: Section 3

Deficiency	Qty	Emergency	Remedial
Surfacing-requires coating	3500 SF	\$14,000.00	
Ladder	1 EA		\$1,500.00
Total		\$14,000.00	\$1,500.00

SECTION: Section 4

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Deficiency	Qty	Emergency	Remedial
Surfacing-requires coating	2500 SF	\$10,000.00	
Ladder	1 EA		\$1,000.00
Total		\$10,000.00	\$1,000.00

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SECTION: Totals

SECTION	AMOUNT OF INCLUDED DEFICIENCIES
Section 3	\$15,500.00
Section 2	\$68,010.00
Section 4	\$11,000.00
Section 1	\$23,000.00
Total	\$117,510.00

PRIORITY TYPE: Totals

SECTION	AMOUNT OF INCLUDED DEFICIENCIES
Emergency	\$110,510.00
Remedial	\$7,000.00
Total	\$117,510.00

CITY OF BASTROP

300 Water Street
Bastrop, TX 78602

PROPOSAL DATE:

10-07-2025

1408 Chestnut st
Bastrop, Tx 78602

Nations Roof is pleased to present the following proposal for roofing work for the above location. Our proposal includes supplying all necessary labor, materials, and supervision for the scope of work described below. It is often difficult to compare proposals because of the many variables. We are available to assist you and answer any questions you may have about our approach or other approaches to your project. Thank you for allowing Nations Roof to present this proposal to you. We truly appreciate the opportunity.

SCOPE OF WORK

Roof Coating at Approximately 32,000 Sq. Ft.

Perform a pre-job meeting to determine job site logistics and safety requirements.

Furnish and install proper safety equipment in accordance with OSHA's safety programs, including warning lines to identified roof areas and areas associated with ground related activities, crane and hoisting included.

Store roofing materials in accordance with good roofing practices. Material placement will be to distribute weight loads throughout the entire roof area.

- Pressure wash standing seam metal panel roof.
- Metal seams will be flashing grade coated.
- Metal standing seam panels and ribs will be coated with silicone coating.
- Seam plates over horizontal seams will be removed, flashing grade silicone applied, reset in flashing silicone and re-fastened with grommets fastener, one size large than is currently existing and then flashing grading over the top, approximately 610 lf
- Install fixed ladders with 3'x3/8" all-thread bolts for secure installation.
- All work shall be performed in a manner in compliance with Nations Roof policy and OSHA safety standards.
- All work premises will be cleaned daily during the construction process and at the completion of the project.
- Conduct a post job walk through for final sign-off of our job completion form.

** This silicone coating comes with a 20-year manufacturer's material and labor warranty**

This silicone coating comes with a 2-year Nations Roof Labor Warranty

TOTAL PRICE: \$117,510

TOTAL INVESTMENT COST

\$117,510.00

ALTERNATE(S)

Nations Roof

851 E I-65 Service Road South
Suite 300
Mobile, AL 36606
800-444-ROOF (7663)
ServiceCenter@nationsroof.com

NOTES

UNIT PRICES

PRICE BREAKOUT

QUALIFICATIONS

EXCLUSIONS

Nations Roof not responsible for water reclamation or costs of water used in power washing of roof

Nations Roof not responsible for roof leaks that are caused as a result of power washing

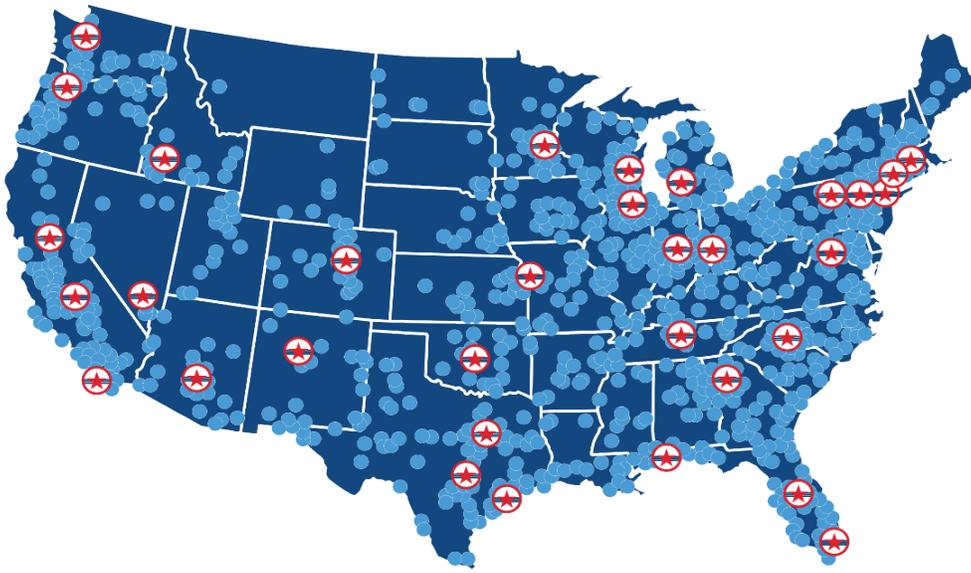
Nations Roof

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800-444-ROOF (7663)
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AUTHORIZATION TO PROCEED

Signature: _____ Date: _____ Amount: \$117,510.00

Printed Name: _____ PO: _____



QUALIFICATIONS

- Top 100 Roofing Contractors
- Excellence in Design Award - Overall Winner
- NRCA Gold Circle Winner
- Nationwide Foam Recycling Award
- American Hydrotech - Certified Garden Roof Applicator
- Carlisle Syntec ESP Award
- Elevate Master Contractor
- GAF Master Select Contractor
- GAF Master Elite Contractor
- Johns Manville Pinnacle Council Award
- Seaman Fibertite Gold Level Contractor
- Sika Sarnafil Elite Contractor
- National Roofing Contractors Association Member
- RCI Member
- Green Roofs for Healthy Cities Member
- IRMI Horizon Safety Award Finalist
- NU Excellence in Risk Management Award

NATIONAL SERVICE CENTER

Mobile, AL
 800-444-ROOF (7663)
www.NationsRoof.com
 Email: ServiceCenter@NationsRoof.com

LOCATIONS

- Mobile, Alabama: 251-661-1971
- Gilbert, Arizona: 602-818-3017
- Fresno, California: 559-252-1255
- San Diego, California: 858-740-0975
- Denver, Colorado: 720-666-1804
- West Haven, Connecticut: 203-335-8949
- Coral Springs, Florida: 754-529-8905
- Orlando, Florida: 407-649-1333
- Palm Beach Gardens, Florida: 561-485-0481
- Kennesaw, Georgia: 678-567-1533
- Boise, Idaho: 208-322-2474
- Chicago, Illinois: 630-607-6900
- Indianapolis, Indiana: 317-991-5527
- Baltimore, Maryland: 410-766-1450
- Boston, Massachusetts: 978-799-0860
- Grand Rapids, Michigan: 616-490-3183
- Minneapolis, Minnesota: 612-409-1562
- Kansas City, Missouri: 816-596-5010
- Las Vegas, Nevada: 725-285-0009
- Albuquerque, New Mexico: 505-596-0200
- Yonkers, New York: 914-423-6171
- Charlotte, North Carolina: 704-398-2662
- Oklahoma City, Oklahoma: 405-229-0719
- Springboro, Ohio: 937-439-4160
- Tualatin, Oregon: 503-885-8080
- Seattle, Washington: 425-309-8038
- Pittsburgh, Pennsylvania: 412-312-8168
- Quakertown, Pennsylvania: 215-558-5487
- Austin, Texas: 512-627-1533
- Houston, Texas: 281-645-4039
- Rowlett, Texas: 972-278-9200
- Nashville, Tennessee: 615-772-3642
- Milwaukee, Wisconsin: 262-542-0002



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **Item 12C.**
6/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Southeast Partners Insurance Services, LLC 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	CONTACT NAME: PHONE (A/C, No. Ext): 800-344-4838 FAX (A/C, No): (954) 943-5417	
	E-MAIL ADDRESS:	
INSURED Nations Roof, LLC 851 B I-65 Service Road South Suite #300 Mobile AL 36606	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Greenwich Insurance Company	NAIC # 22322
	INSURER B: XL Specialty Insurance Company	37885
	INSURER C: Columbia Casualty	31127
	INSURER D: American Liability & Guarantee Ins Co	26247
	INSURER E: INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CGS740937709	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000	
	<input checked="" type="checkbox"/> Contractual Included						MED EXP (Any one person) \$ 10,000	
	<input checked="" type="checkbox"/> XCU & Broad Form PD Incl						PERSONAL & ADV INJURY \$ 2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 4,000,000	
	POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COM/PROP AGG \$ 4,000,000	
	OTHER:						\$	
A	AUTOMOBILE LIABILITY			CAH740937709	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000	
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
								PROPERTY DAMAGE (Per accident) \$
							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			USG0718950000/AEC089871303	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 15,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR						AGGREGATE \$ 15,000,000
D							\$	
	DED						RETENTION \$ 0	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CBO6018423665	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors E&O/Pollution			CBO6018423665	7/1/2024	7/1/2025	Each Occurrence \$ 2,000,000	
	(Mold) Retro Date: 7/1/2015							General Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER For Qualification Purposes	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Tina Mangum/LEXIE <i>Tina Mangum</i>

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Robert P. Foote
 Acrisure
 1314 E. Atlantic Blvd.
 Pompano Beach, FL 33060
 Main: 954.943.5050
 Toll Free 800.344.4838
 Mobile: 954.609.0820
 RFoote@acrisure.com

Item 12C.

May 20th, 2025

Mr. Jake Hyatt, CEO
 Nations Roof, LLC
 851 E I-65 Service Road South
 Mobile, AL 36606

**Nations Roof, LLC
 Experience Modification 3-Year Rating
 (NCCI)**

Dear Mr. Hyatt:

Nations Roof continues to demonstrate an exceptional safety culture and comprehensive Risk Management Program throughout the organization. Nations Roof’s robust Safety Program consistently achieves outstanding results on their corporate safety ratings. We congratulate you, the Nations Roof Leadership and Employees, for excellent safety and risk control awareness and responsiveness.

Acrisure is the Insurance and Risk Advisor for Nations Roof. We are pleased to illustrate below Nations Roof’s 3-Year NCCI Modification Rating:

POLICY TERM	NCCI RATING
07/01/25 – 07/01/26	.47
07/01/24 – 07/01/25	.53
07/01/23 – 07/01/24	.67

If there are any questions or additional information required, please email Sara Pritchard, Account Executive, Sapritchard@acrisure.com or 954-861-3460, Ext. 1460.

Sincerely,

Rob P. Foote, CPCU, ARM, AIM, CRIS, AFSB
 Partner/Risk Advisor

TERMS AND CONDITIONS

Item 12C.

1. **Nature of Work.** Nations Roof, LLC (“Nations”) shall furnish the labor and material necessary to perform the work described herein or in the referenced contract documents. Nations does not provide design, engineering, consulting or architectural services. It is the Customer’s responsibility to retain a licensed architect or engineer to determine proper design and code compliance, including a determination as to whether and what type of a vapor or air retarder is needed and proper drainage design. If plans, specifications or other design documents have been furnished to Nations, Customer warrants that they are sufficient and conform to all applicable laws and building codes or plumbing codes. Nations is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Nations from what is specified. Nations is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage, ponding on the roof, structural conditions or the properties of the roof deck or substrate on which Nations’ work is installed.

2. **Deck.** Customer warrants that structures on which Nations is to work are in sound condition and capable of withstanding roofing construction, equipment and operations. Nations’ prosecution of the roof work indicates only that Nations has visually inspected the surface of the roof deck for visible defects, and that the surface appears satisfactory to Nations to attach roofing materials. Nations is not responsible for structural sufficiency, undulations or quality of construction (including compliance with Factory Mutual Global criteria) of the roof deck or other trades’ work or design and their effect on the roof.

3. **Concrete Decks.** In the event that roofing is to be installed over a concrete or other wet deck or substrate, the determination as to when the concrete or wet substrate is sufficiently cured and dried so that roofing materials can be installed without potential future adverse effect shall be made by the Customer in consultation with the concrete contractor, concrete manufacturer, and/or design professional. Nations is not responsible to test or assess moisture content of the deck or substrate.

4. **Asbestos and Toxic Materials.** This proposal is based on Nations not coming into contact with asbestos-containing or toxic materials (“ACM”). Nations is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. Nations shall be compensated for additional expenses resulting from the presence of ACM. Customer agrees to indemnify Nations from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.

5. **Payment.** Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Nations by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per month or the highest rate allowable by law, whichever is less. Nations shall be entitled to recover from Customer all costs of collection incurred by Nations, including attorney’s fees, resulting from Customer’s failure to make proper payment when due. Nations’ entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing.

6. **Right to Stop Work.** The failure of Customer to make proper payment to Nations when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Nations, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which Nations shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid Nations shall be increased by the amount of Nations’ reasonable costs of shut-down, delay and start-up.

7. **Insurance.** Nations shall carry worker’s compensation, automobile and commercial general liability insurance. Nations will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder’s risk and property insurance, including the labor and materials furnished by Nations, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed

work until the job is completed and accepted. Customer’s policies shall have rights of subrogation against Nations. Customer shall be responsible for payment of any deductibles. Moneys owed to Nations shall not be withheld by reason of any damage or claim against Nations covered by liability or property damage insurance maintained by Nations or claims covered under builder’s risk insurance.

8. **Additional Insured.** The naming of Customer or others as additional insureds on Nations’ insurance policies applies only to the extent that claims are made against the additional insureds due to the negligence of Nations.

9. **Interior Protection.** Customer acknowledges that re-roofing of an existing building may cause disturbances such as dust, debris, or materials attached to the underside of the deck falling into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Nations shall not be responsible for disturbance, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing. Customer shall notify occupants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Nations harmless from claims of occupants who were not so notified and did not provide protection.

10. **Deck Repairs.** Any work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material or unit price basis as an extra unless specifically included in the scope of work.

11. **Damages and Delays.** Nations will not be responsible for damage done to Nations’ work by others, including damage to temporary tie-offs. Any repairing of the same by Nations will be charged as an extra. Nations shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused solely by Nations’ fault. Nations shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, accidents, fire, weather, snow, vandalism, regulation, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, Nations’ time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work. In the event Nations is responsible for any damages to property other than Nations’ work, recovery by Customer shall be limited to actual cash value of the damaged property, regardless of whether such damage is covered by Nations’ insurance.

12. **Roof Projections.** Nations will flash roof projections that are shown on the plans provided to Nations and are in place prior to installation of roofing. Penetrations not shown on the plans provided to Nations prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and Nations shall be compensated at its customary time and material rates for additional expense resulting from additional penetrations.

13. **Tolerances.** All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish, and texture. Specified quantities are intended to represent an average over the entire roof area. “Fully adhered” roof systems are not 100% adhered.

14. **Wind Loads or Uplift Pressures.** Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. Nations is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, Nations’ bid is based solely on manufacturer’s printed test results. Nations itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

15. **Fumes and Emissions.** Customer acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by Nations. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer shall hold Nations harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

16. **Material Cost Escalation.** Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual volatility in price or availability due to conditions that are beyond the control or anticipation of Nations, including but not limited to Force Majeure Events (as defined below). If there is a substantial increase in the cost and/or time for delivery of these or other roofing products between the date of this proposal and the time when the work is to be performed, the time for performance and/or amount of the contract shall be equitably increased to reflect such costs and delays, upon submittal of written documentation and advance notice.

17. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Agreement due to any act of God, fire, casualty, flood, earthquake, war, epidemic, quarantine, riot, insurrection or any other cause beyond such party's reasonable control, and not due to such party's negligence (a "Force Majeure Event"), the affected party shall give prompt written notice to the other party of such Force Majeure Event and its performance under this Agreement shall be temporarily excused. The affected party will use commercially reasonable efforts to mitigate the effects of a Force Majeure Event and to resume performance as soon as reasonably practicable. If it is not reasonably practicable to resume performance within sixty (60) days, either party may terminate this Agreement for convenience, in which event Nations shall be paid for the work completed in conformity with this Agreement, and for direct close-out costs incurred as a result of the termination.

18. **Backcharges.** No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer to Nations shall be valid unless previously authorized in writing by Nations and unless written notice is given to Nations within five (5) days of the event, act or omission which is the basis of the backcharge.

19. **Safety.** Customer warrants there will be no live power lines on or near the roof servicing the building where Nations will be working and that Customer will turn off any such power supplies to avoid an electrocution risk to Nations' employees. Nations' price is based upon there not being electrical conduit or other materials embedded within the roof assembly or attached directly to the roof deck. Customer will indemnify Nations from personal injury and other claims and expenses if Customer fails to turn off power so as to avoid injury to Nations' personnel or resulting from the presence of concealed electrical conduit and live electrical power. Nations is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Customer shall shut down roof located electronic equipment that emits or receives radio frequency and/or electromagnetic radiation while roofing contractor is to be working on the roof and shall indemnify and hold Nations and its personnel harmless from any personal injury claims resulting from a failure by Customer to do so. Nations is not responsible for the safety of persons on the roof other than its own employees. Customer agrees to indemnify and hold Nations harmless against all costs, damages and liability, including attorney's fees, arising out of claims for personal injury by persons or entities whom Customer, or Customer's construction managers, contractors, employees, representatives, agents or other personnel, have allowed or authorized to be on the roof.

20. **Availability of Site.** Nations shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Nations shall not be required to begin work until underlying areas are ready and acceptable to receive Nations' work and sufficient areas of roof deck are clear and available and free from water, snow or debris to allow for continuous full operation. The expense of any extra trips by Nations to and from the job as a result of the job not being ready for the Work after Nations has been notified to proceed will be charged as an extra.

21. **Warranty.** Nations' work will be warranted by Nations in accordance with its standard limited warranty, which is made a part of this proposal and contract and incorporated by reference. A copy of Nations' standard warranty will be furnished upon written request. **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.**

The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Nations. A manufacturer's warranty shall be furnished to Customer if called for on the face of this proposal. It is expressly agreed that in the event of alleged defects

in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material. **NATIONS SHALL NOT BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

22. **Existing Conditions.** Nations is not responsible for water intrusion through the existing roof or other portions of the building that have not been reroofed by Nations. Nations is not responsible for leaks or other damages caused by or arising from any decision by Customer not to proceed with work previously recommended by Nations, including but not limited to any decision to proceed only with repairs when replacement of the roof has been recommended.

23. **Mold.** Nations and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly including written notice to Nations if Customer believes there are roof leaks, to correct the condition. Customer is responsible for monitoring any leak areas and for indoor air quality. Customer shall hold harmless and indemnify Nations from claims due to indoor air quality and resulting from a failure by Customer to maintain the building in a manner to avoid growth of mold. Customer agrees to indemnify and hold harmless Nations from claims brought by tenants and third parties arising from mold growth.

24. **Material References.** Nations is not responsible for the verification of technical specifications, qualifications or properties represented by product manufacturers, e.g., R-value, ASTM, UL or FMG compliance, etc.

25. **Oil-canning.** Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factors such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by Nations. The type of metal roofing panels specified can affect the degree of oil-canning. Nations is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

26. **Termination.** In the event of any alleged breach of contract, the non-breaching party, prior to terminating this agreement for cause, shall provide the other party with written notice of the alleged breach and a reasonable opportunity to cure. Any attempted termination made without such notice shall automatically be deemed a termination for convenience.

27. **Dispute Resolution.** If a dispute shall arise between Nations and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, Nations and Customer will seek to mediate the dispute. If mediation is not successful, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to conflict of laws. All dispute resolution proceedings shall be conducted in Cobb County, Georgia or in the county in which the Project is located, at Nations' discretion. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any claim against Nations alleging any breach of this contract or negligence by Nations must be initiated no later than two (2) years after Substantial Completion of the work called for by this Agreement or, if Substantial Completion is not achieved for any reason, no later than two (2) years after Nations' last day of work. Collection matters may be processed through litigation or arbitration at the discretion of Nations. The prevailing party in any legal action shall be entitled to recover its costs and expenses, including but not limited to attorneys' fees.

28. **Integration.** These Terms and Conditions together with the Proposal constitutes the entire agreement of the parties, and any and all prior representations or agreements not contained herein shall have no force or effect. This Agreement is solely for the benefit of Customer and Nations, and is not intended for the benefit of any other parties. This Agreement is not transferable or assignable by Customer or Nations without the express written consent of the other party.



STAFF REPORT

MEETING DATE: October 21, 2025

TITLE:

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

STAFF REPRESENTATIVE:

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

BACKGROUND:

The applicant has applied for an extension of the Master Plan for the Zoning Concept Scheme for Reed Ranch. Per the PDD ordinance, 2023-22 the PD Master plan expires one year (365 days) after approval if the Site plan has not been approved. The applicant is still working through the process, as the City is still working on the extension of Blakey Lane. Blakey Lane is key for this development. For this reason, the applicant is requesting an extension.

CODE EXPLANATIONS:

B3 Code

Sec. 3.4.006. Master plan. (PDD Ordinance No. 2023-22)

h) Lapse of master plan. A PD master plan shall expire after a period of one year /365 calendar days) if substantial progress is not demonstrated in the form of approval of a site development plan.

i) Extension and reinstatement. Extension of a PD master plan or site plan shall be in accordance with the following:

1) Prior to the lapse of approval for a PD master plan, the applicant may request that the city, in writing, extend the plan approval. Such request shall be considered at a public meeting before the P&Z and the city council, and an extension may be granted by city council at such meeting. Two extensions of six months each in length may be granted, unless otherwise specified by ordinance. If no petition for extension of PD master plan approval is submitted, then the plan shall be deemed to have automatically expired by operation of law and shall become null and void.

2) Determination of extension. In determining whether to grant a request for extension, the city council shall take into account the reasons for the lapse, the ability of the applicant to comply with any conditions attached to the original approval, and the extent to which development regulations would apply to the concept plan or site plan at that point in time. The P&Z and city council shall either extend the PD master plan or deny the request, in which instance the originally approved plan shall be deemed null and void. However, the two

aforementioned extensions shall not be unreasonably withheld without due cause.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission held a Public Hearing on September 25, 2025 and made a recommendation to grant a one year extension of the master plan expiration for the Reed Ranch Development District, being 24.04 acres out of the Nancy Blakey Survey, as shown on Attachment 2, located at 615 W Highway 71, within the city limits of Bastrop, Texas, and move to include on the October 21, 2025, City Council Agenda for the first reading. The motion passed unanimously.

STAFF RECOMMENDATION:

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

ATTACHMENTS:

- Attachment 1: Location Map
- Attachment 2: Ordinance No. 2025-75
- Attachment 3: Applicants Request
- Attachment 4: Reed Ranch PDD Master Plan

ORDINANCE 2025-75

**REED RANCH PDD MASTER PLAN
EXPIRATION EXTENSION**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, GRANTING A TWELVE-MONTH EXTENSION TO THE PLANNED DEVELOPMENT (PD) MASTER PLAN FOR THE REED RANCH DEVELOPMENT DISTRICT, LOCATED AT 615 W HIGHWAY 71, CONSISTING OF 24.04 ACRES OUT OF THE NANCY BLAKEY SURVEY, AS SHOWN IN ATTACHMENT 2; MAKING FINDINGS OF FACT; PROVIDING FOR A REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE

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

WHEREAS, on November 7, 2023, the City Council Approved Ordinance 2023-35, known as the Reed Ranch Zoning Concept Scheme changing the zoning of 24.04 +/- acres from P2 Rural to Planned Development District; and

WHEREAS, in accordance with City of Bastrop Code of Ordinances, Bastrop Building Block (b3) code article 3.4 Planned Development Districts Section 3.4.006 Master Plan, (h) the master plan shall expire one year (365 days) and (i) extension and reinstatement can be requested; and

WHEREAS, the applicant has submitted a timely request to extend the PDD Master Plan approval for the Reed Ranch Development District in accordance with Section 3.4.006(i) of the Bastrop B3 Code, as adopted in Planned Development District Ordinance No. 2023-22; and

WHEREAS, Ordinance No. 2023-22 requires that a PDD Master Plan shall expire 365 calendar days after approval if a site development plan has not been approved, unless an extension is granted by the City Council; and

WHEREAS, the applicant has indicated that the delay in submission of the site development plan is due to the City’s ongoing process to extend Blakey Lane, a key infrastructure component necessary for the development; and

WHEREAS, the Planning and Zoning Commission held a duly noticed public hearing on September 25, 2025, and unanimously recommended approval of a one-year extension of the PDD Master Plan expiration for the Reed Ranch

Development District; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that are for good government, peace, or order of the City and are necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicants, and all other information presented, City Council finds that it is necessary and proper to enact this Ordinance.

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

Section 1: Findings of Facts. All the above premises are hereby found to be true and correct and are incorporated into the body of this Ordinance as findings of fact.

Section 2: Pursuant to Section 3.4.006(i) of the Bastrop B3 Code and Ordinance No. 2023-22, the City Council hereby grants a one year extension of the PDD Master Plan for the Reed Ranch Development District, located at 615 W Highway 71, consisting of approximately 24.04 acres out of the Nancy Blakey Survey, the new expiration of the PDD Master Plan will be November 7, 2026.

Section 3. Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 4. Codification. The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City’s Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 5. Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 6. Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

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

[Signatures on following page]

READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, on this, the 21st day of October 2025.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 4th day of November 2025.

APPROVED:

by: _____
Ishmael Harris, Mayor

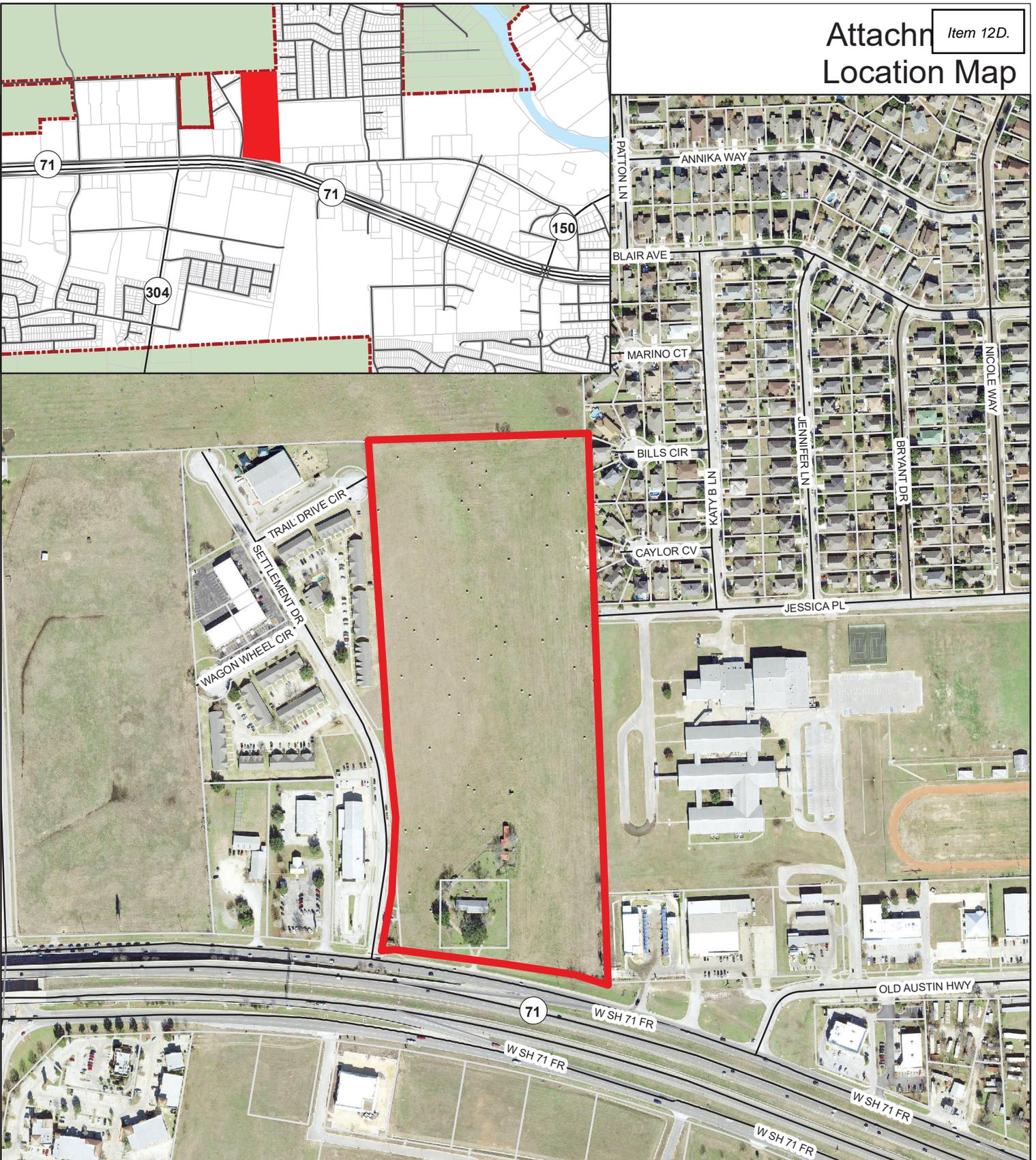
ATTEST:

Michael Muscarello, City Secretary

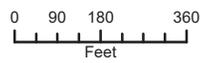
APPROVED AS TO FORM:

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





Reed Ranch Property Location Map



1 inch = 400 feet



Date: 10/4/2023

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of the information, nor does it represent that its use will not infringe upon privately owned rights.

July 25, 2025

PD Master Plan – Ordinance 2023-35 – Extension Request

To Whom It May Concern,

This letter serves as the formal request to extend the PD Master Plan for Reed Ranch located at the northeast corner of W SH 71 westbound service road and Settlement Drive, encompassing approximately 24.462 acres.

Per the PDD Ordinance: *“(h) Lapse of master plan. A PD master plan shall expire after a period of one year (365 calendar days) if substantial progress is not demonstrated in the form of approval of a site development plan.”*

Based on the above requirement, an extension request must be approved on or prior to September of this year for this project, given the Reed Ranch ordinance was adopted in November of 2023, and extended last year for a period of 12 months.

Reasons for Extension:

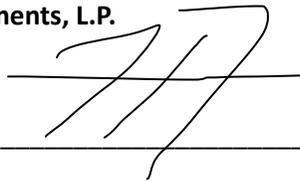
- The Blakey Lane extension from Lowe’s over to Riverside Grove and then it’s connection down to Old Austin Highway. These connections are paramount to the viability of our project, and they are out of our control (funding and timing). We understand the City is working hard to put these roads in place, but there is always a chance things get delayed or denied. If we open the doors of Reed Ranch Phase I without this road, the only access will be off of Settlement Drive. Not only will Settlement Drive be a mess to maneuver, but our project will greatly suffer. It will also be a massive disruption once the road is under construction adjacent to our newly completed project. It is our goal to see significant progress from the City on these improvements before we press-go so that the necessary access is already in place when we open. I am confident City staff can confirm our cooperation and desire to get this infrastructure installed as soon as possible ever since the PD was adopted in late-2023.

Thank you for the consideration.

OWNER:

Bastrop Apartments, L.P.

By: _____



Name: Hayden Lunsford

Title: Authorized Person

ORDINANCE 2023-35

**ZONING CONCEPT SCHEME CHANGE
REED RANCH**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE ZONING CHANGE FOR 24.462 +/- ACRES OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT 98, BASTROP COUNTY, TEXAS, MORE COMMONLY KNOWN AS REED RANCH FROM P2 RURAL TO PLANNED DEVELOPMENT DISTRICT; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PROPER NOTICE AND MEETING; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas (City) is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, on or about July 26, 2023, Charley Dorsaneo submitted a request for zoning modifications for certain properties located at the northeast corner of State Highway 71 and Settlement Drive, within the city limits of Bastrop, Texas described as being 24.462 +/- acres of land out of the Nancy Blakey Survey Abstract 98 more commonly known as Reed Ranch ("Property"); and

WHEREAS, the City Staff has reviewed the request for zoning modifications, and finds it to be justifiable based upon the Future Land Use Designation for this Property; and

WHEREAS, City Council has reviewed the request for zoning modifications, and finds the request to be reasonable and proper under the circumstances; and

WHEREAS, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City of Bastrop Planning and Zoning Commission (P&Z) on October 5, 2023; and

WHEREAS, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City Council regarding the requested zoning modification; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that are for good government, peace, or order of the City and are necessary or proper for

carrying out a power granted by law to the City; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicants, and all other information presented, City Council finds that it is necessary and proper to enact this Ordinance.

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

- Section 1:** The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.
- Section 2:** The Property, a 24.462 +/- acres tract of land out of the Nancy Blakey Survey, Abstract 98, Bastrop County, Texas, more commonly known as Reed Ranch, more particularly shown and described in Attachment A which is attached and incorporated herein, is hereby rezoned from P2 Rural to Planned Development District with a base district of P4 Mix. The City Manager is hereby authorized to promptly note the zoning change on the official Zoning Map of the City of Bastrop, Texas.
- Section 3:** All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.
- Section 4:** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.
- Section 5:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.
- Section 6:** This Ordinance shall be effective immediately upon passage and publication.

[Signatures on following page]

READ & ACKNOWLEDGED on First Reading on this the 10th day of October 2023. **READ & ADOPTED** on Second Reading on this the 7th day of November 2023.

APPROVED:



Lyle Nelson, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:

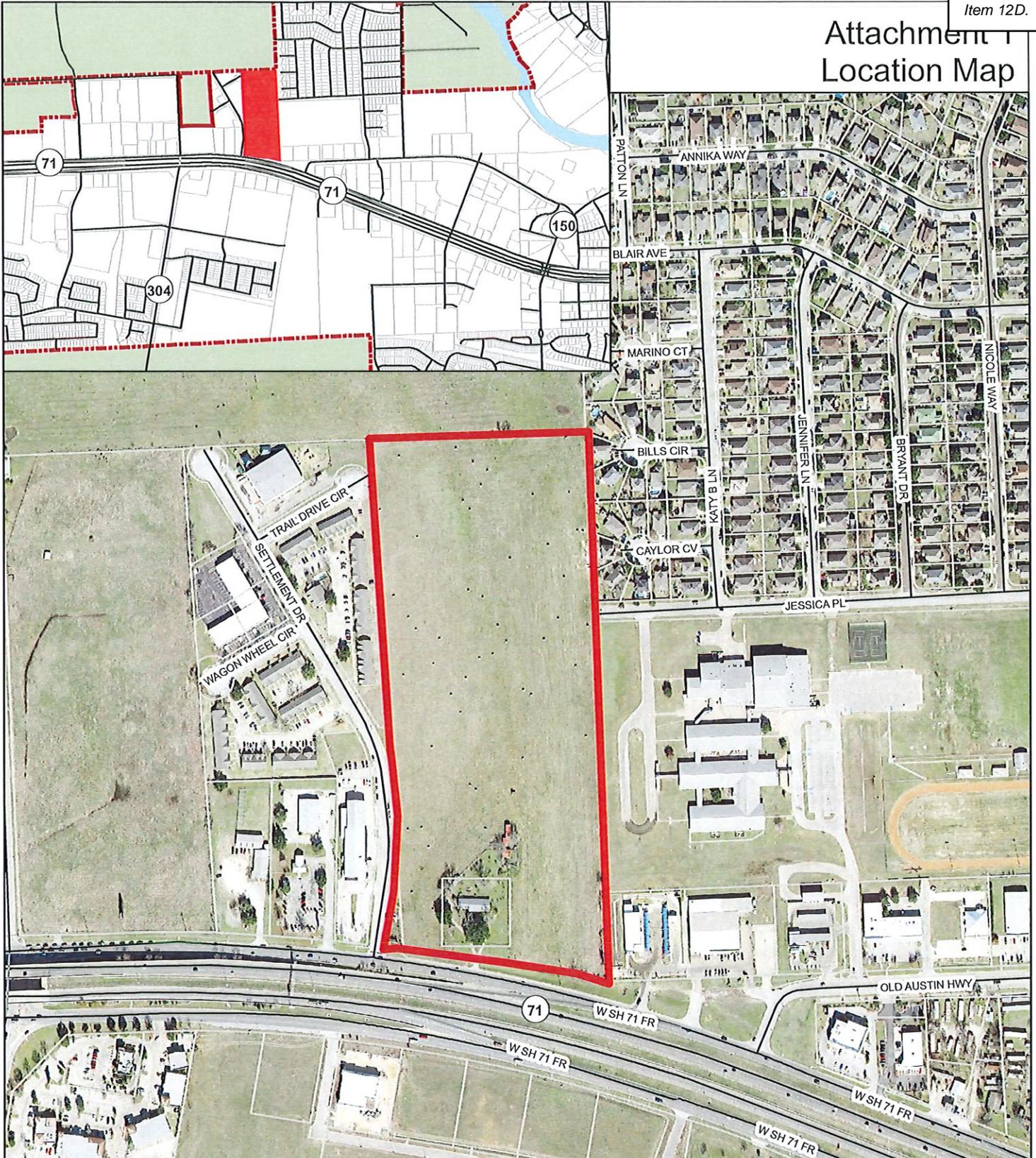


Alan Bojorquez, City Attorney

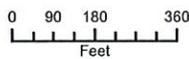
ATTACHMENT A

Property Description

Attachment 1 Location Map



Reed Ranch Property Location Map



1 inch = 400 feet

Date: 10/4/2023

The accuracy and precision of this cartographic data is limited and should be used for information/planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.



ATTACHMENT B

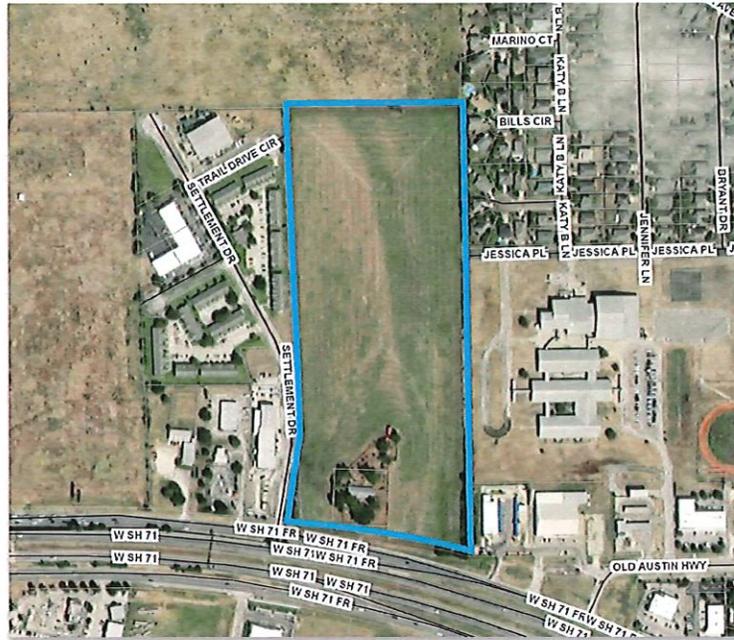
Reed Ranch PDD

REED RANCH

PLANNED DEVELOPMENT DISTRICT

PROPERTY

The subject property is located at the northeast corner of W SH 71 westbound service road and Settlement Drive, encompassing approximately 24.462 acres, as described in the survey, attached hereto as Exhibit A, (the "Property").



PURPOSE

The purpose of this planned development zoning district is to develop a two-phase multifamily project with varying building sizes and which will incorporate a mix of unit types nearby accessible civic space through a network of pedestrian-friendly streets. Per the City of Bastrop’s Comprehensive Plan 2036, the proposed development is located within a Transitional Residential character area. This development is compliant with the character area designation as it provides a multifamily use as an appropriate transition between the neighboring Public and Institutional and Neighborhood Residential character areas to the east and the General Commercial character area to the west (5-17). The development furthers the recommended development pattern of the character area by providing a new collector street along the eastern boundary. To move forward with our project, we are making an application for a Planned Development District (PDD) zoning designation, which is a representative zoning district for the character area, and therefore no amendment to the comprehensive plan is required (5-17). The Property is currently zoned as P2 (Rural).

CONCEPT PLAN & BASE ZONING

A conceptual Planned Development Master Plan (the "PD Master Plan") for the proposed project has been attached to this PDD in Exhibit B to illustrate and identify the proposed land uses, intensities, building locations, building footprints, and thoroughfare locations, for the Property. In accordance with the B3 Code, the Property shall have a base place type designation of P4 (Mix), to allow for all permitted Building Types, including but not limited to Apartment and Courtyard Apartment Building types. The project is a

REED RANCH

PLANNED DEVELOPMENT DISTRICT

contributing development to the goals of the overall place type mix within the pedestrian shed and the sole use for the Property shall be for multifamily development, as well as related accessory amenity and civic space uses. The southern portion of the Property shall be Phase 1 and the northern portion of the Property shall be Phase 2, and the development shall be constructed in that respective sequence. Approval of this PDD does not constitute approval of a subdivision or site plan.

DEVELOPMENT STANDARDS

The development standards of this PDD may include, but shall not be limited to, uses; density; lot size; building size; lot dimensions; setbacks; coverage; height; landscaping; lighting; screening; fencing; parking and loading; signage; open space; drainage; and utility standards, shall be in accordance with the P4 place type of the B3 Code. However, all building types shall be allowed 3 stories in height, except for (a) buildings in Phase 2, Blocks 2 and 4 (as generally shown on **Exhibit B**), which shall be limited to a maximum of 2 stories, and (b) buildings generally on the western half of the Property, which shall be limited to a maximum of 4 stories, with a variety of unit sizes and bedroom mixes, and those modified Development Standards within the Development Standards Variances, Deviations, Waivers, and Warrants List identified in **Exhibit C**, and approved as part of this PDD.

STREET STANDARDS

The Streets denoted as "Public Streets" in Exhibit B are intended to be City-owned and maintained. The Streets denoted as "Private Streets" shall be privately owned and maintained as part of the project. Per the City's request, this PDD does not provide the extension of Jessica Place through the Property as identified in the City's Thoroughfare Master Plan. By the approval of this PDD, the City acknowledges that no such public thoroughfare or connection is required. The location and permitted cross-sections and standards of such streets, alleys, and parking areas are generally shown on the Street Types exhibit, attached to this PDD as **Exhibit D**, and approved as part of this PDD. Additional street dedication and maintenance standards are described in **Exhibit C**, and approved as part of this PDD.

CIVIC SPACE

This PDD shall include privately owned civic space that shall be accessible to the public as generally shown in Exhibit B. The exact locations of civic space shall be finalized during site plan review. The private civic space shall meet the intent of the civic space requirement of the B3 Code.

EXHIBITS

The exhibits attached hereto shall be considered part of the PDD, except that the exact design and locations of any building, facility, structure or amenity shall be established during the plat or site plan review phases. Modifications from any such exhibit are permitted so long as the project complies with the minimum requirements included in the text of this planned development.

- Exhibit A – Property Survey
- Exhibit B – PD Master Plan
- Exhibit C – Development Standards Variances, Deviations, Waivers, and Warrants List
- Exhibit D – Street Standards

REED RANCH
PLANNED DEVELOPMENT DISTRICT
Exhibit A
Property Survey

**REED RANCH
PLANNED DEVELOPMENT DISTRICT
Exhibit B
PD Master Plan**

ZONING CONCEPT PLANS

FOR

REED RANCH

615 SH 71 W

BASTROP TX, 78602

OWNER

ROBERT CHARLES C
PARKY TRUST
615 HWY 71 W
BASTROP, TX 78602

DEVELOPER

ROBT TINSERON HOLDINGS
2000 W. WINDYBROOK AVE, SUITE 900
DALLAS, TX 75220

ARCHITECT

ACTION CORPORATION
11111 W. WINDYBROOK AVE
CARPENTERS, TX 75013

ENGINEER

HOLDS SHEPHERD, P.C.
1000 W. WINDYBROOK AVE, SUITE 300
ALFREN, TEXAS 75009
PHONE: (512) 465-0831

SURVEYOR

MICHAEL JACK NENDRAK
1001 N. MOJAC EPPY, SUITE 300
ALFREN, TEXAS 75009
PHONE: (512) 485-0831

LEGAL DESCRIPTION:
ADD BLANKY, NANCY, ACRES 23.2400



VICINITY MAP
(1"=2000')

PROJECT ZONING:

P-2

PROJECT ADDRESS:

615 SH 71 W

SUBMITTAL DATE:

JULY 10, 2022

Sheet Number	Sheet Title
1	COVER
2	EXISTING PEDESTRIAN SHED
3	PROPOSED PEDESTRIAN SHED
4	PD SITE PLAN
5	LOT AND BLOCK LAYOUT
6	EXISTING DRAINAGE AREA MAP
7	PROPOSED DRAINAGE AREA MAP
8	UTILITY PLAN 1 OF 2
9	UTILITY PLAN 2 OF 2

PREPARED BY
Westwood

Phone (512) 485-0831 8701 N. Mojac Eppy, Suite 320
Tel/Fax (817) 251-9150 westwood@westwood.com
Westwood Professional Services, Inc.
TYPE FIRM REGISTRATION NO. P-469
DATE: 06/27/2022

<p>PRELIMINARY NOT FOR CONSTRUCTION</p> <p>THIS DOCUMENT IS ISSUED FOR THE PURPOSE OF SCHEMATIC REVIEW ONLY AND IS NOT INTENDED FOR PERMITTING, RECORDING, OR CONSTRUCTION PURPOSES.</p> <p>PLANS PREPARED UNDER THE DIRECT SUPERVISION OF MICHAEL JACK NENDRAK, P.E. Texas REGISTRATION NO. 136044. DATE: 06/27/2022</p>	<p>REED RANCH 615 SH 71 W BASTROP TX, 78602</p> <p>COVER</p>		<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	BY									<p>Westwood</p> <p>Phone (512) 485-0831 8701 N. Mojac Eppy, Suite 320 Tel/Fax (817) 251-9150 ALFREN, TX 78759 westwood@westwood.com</p> <p>Westwood Professional Services, Inc. TYPE FIRM REGISTRATION NO. P-469 TEXAS FIRM REGISTRATION NO. LS-100000-00</p>
	NO.	DATE	DESCRIPTION	BY												
<p>DESIGNER: JMW DRAWN: JMW CHECKED: JMW DATE: 06/27/2022</p> <p>SHEET NO. 1</p> <p>1 OF 9</p>	<p>DATE: 06/27/2022</p>															



0 250 500 1000 1500
 GRAPHIC SCALE IN FEET

P2	P3	P4	CIVIC	P5	TOTAL
30,400	12,300	4,900	14,600	24,500	86,700

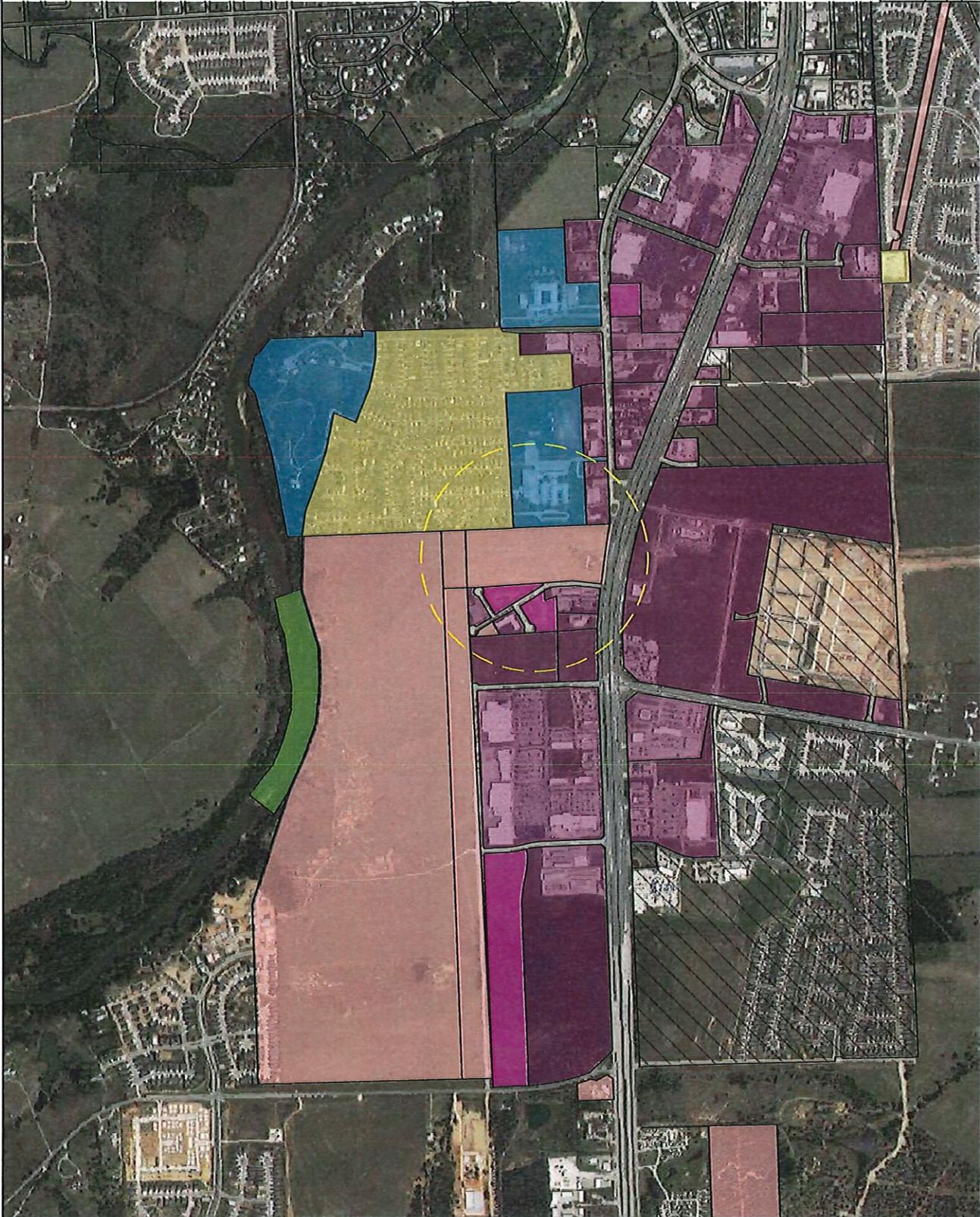
PLANNED DEVELOPMENT
 NATIVE
 CIVIC SPACE
 RURAL
 NEIGHBORHOOD
 MIX
 CORE

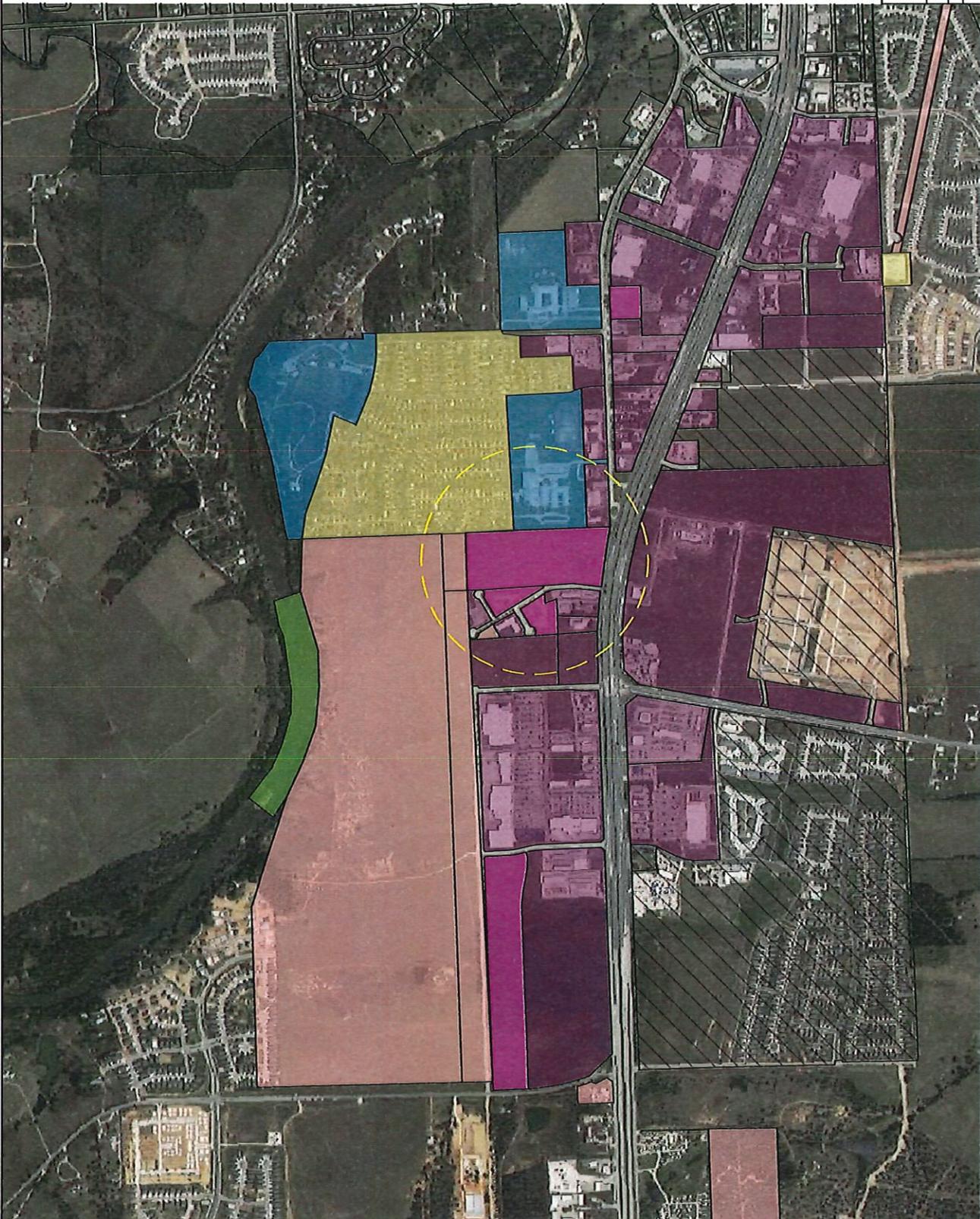
Westwood
 WESTWOOD
 1000 WESTWOOD DRIVE, SUITE 100
 HOUSTON, TEXAS 77057
 TEL: 281.416.1000
 WWW.WESTWOODARCHITECTS.COM

EXISTING PEDESTRIAN SHED (1/4 MILE)

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
NP1	NP1	8/17/2023	1"=300'			

Item 12D.





P2	P3	P4	CIVIC	P5	TOTAL
10,116	12,356	24,538	14,688	24,538	86,236

- PLANNED DEVELOPMENT
- NATURE
 - CIVIC SPACE
 - RURAL
 - NEIGHBORHOOD
 - CORE

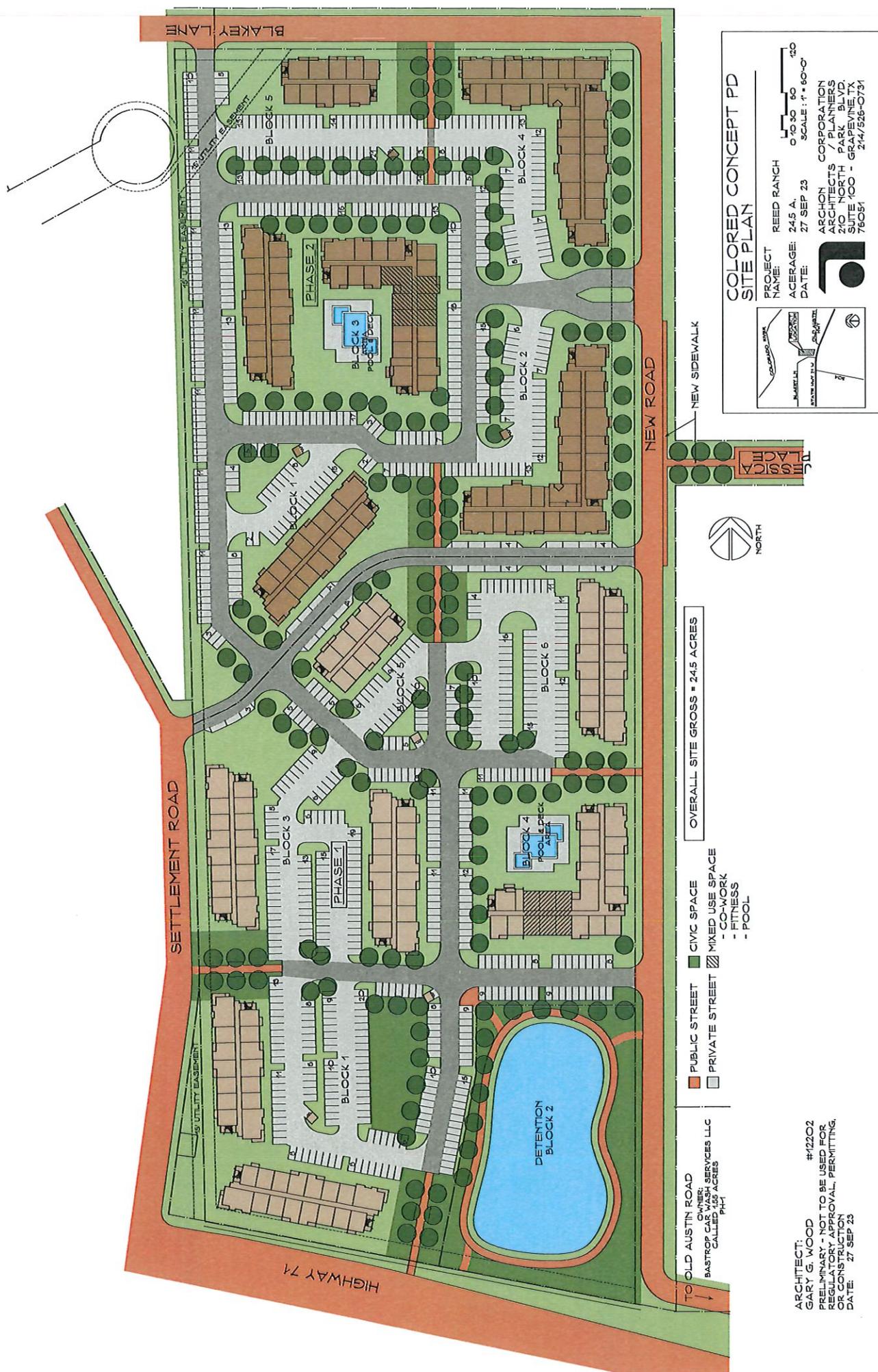
Westwood
 PLANNING & ARCHITECTURE
 10000 WESTWOOD DRIVE, SUITE 100
 HOUSTON, TEXAS 77036
 TEL: 281.416.1000
 WWW.WESTWOODPLANNING.COM

PROPOSED PEDESTRIAN SHED (1/4 MILE)

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE
N/P	N/P	8/27/2007	1"=300'		

Item 12D.

WESTWOOD PLANNING & ARCHITECTURE
 10000 WESTWOOD DRIVE, SUITE 100
 HOUSTON, TEXAS 77036
 TEL: 281.416.1000
 WWW.WESTWOODPLANNING.COM





LOT/BLOCK PLAN

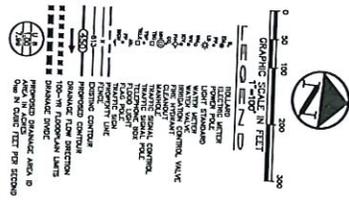
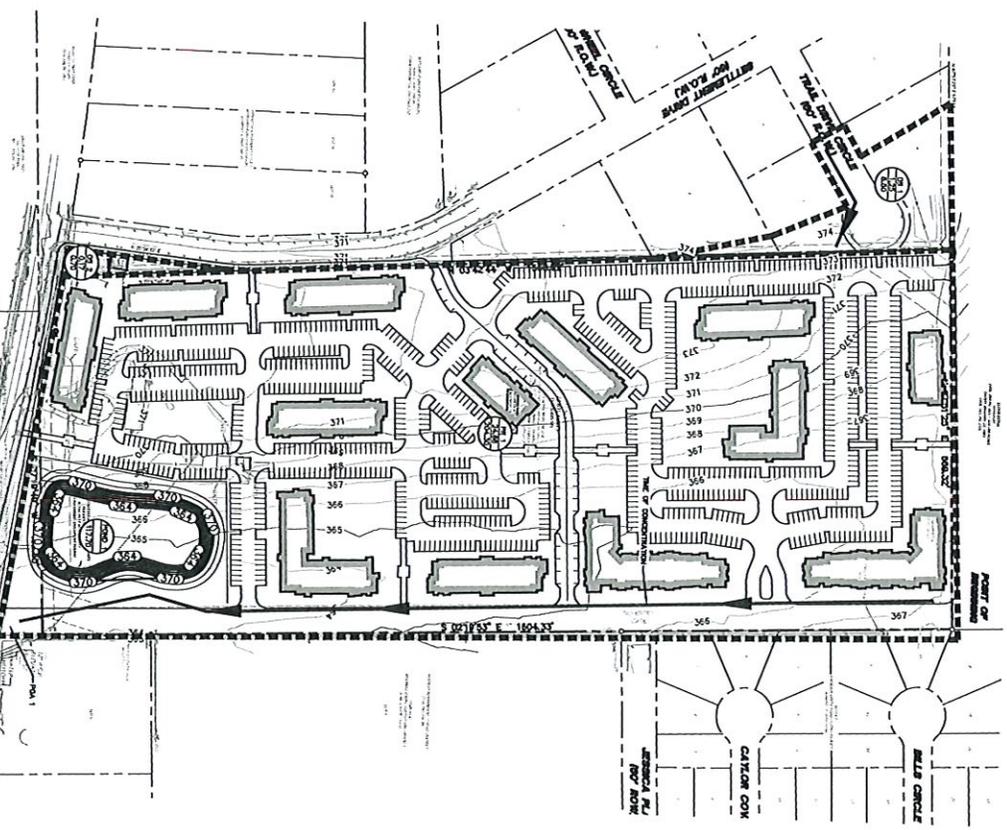
PROJECT NAME: REED RANCH
 ACERAGE: 24.3 A.
 DATE: 10 JUL 23
 SCALE: 1" = 50'-0"

ARCHITECT: ARCHON CORPORATION
 ARCHITECTS / PLANNERS
 210 NORTH PARK BLVD.
 SUITE 100 - GRAPEVINE, TX
 76051
 214/388-0751

ARCHITECT: GARY G. WOOD #42202
 PRELIMINARY - NOT TO BE USED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION
 DATE: 10 JUL 23

SHEET NO.	SHEET TITLE		SHEET AREA		SHEET PERCENT		SHEET TOTAL	
	NO.	DATE	NO.	DATE	NO.	DATE	NO.	DATE
7			1		2		3	

SHEET NO.	SHEET TITLE		SHEET AREA		SHEET PERCENT		SHEET TOTAL	
	NO.	DATE	NO.	DATE	NO.	DATE	NO.	DATE
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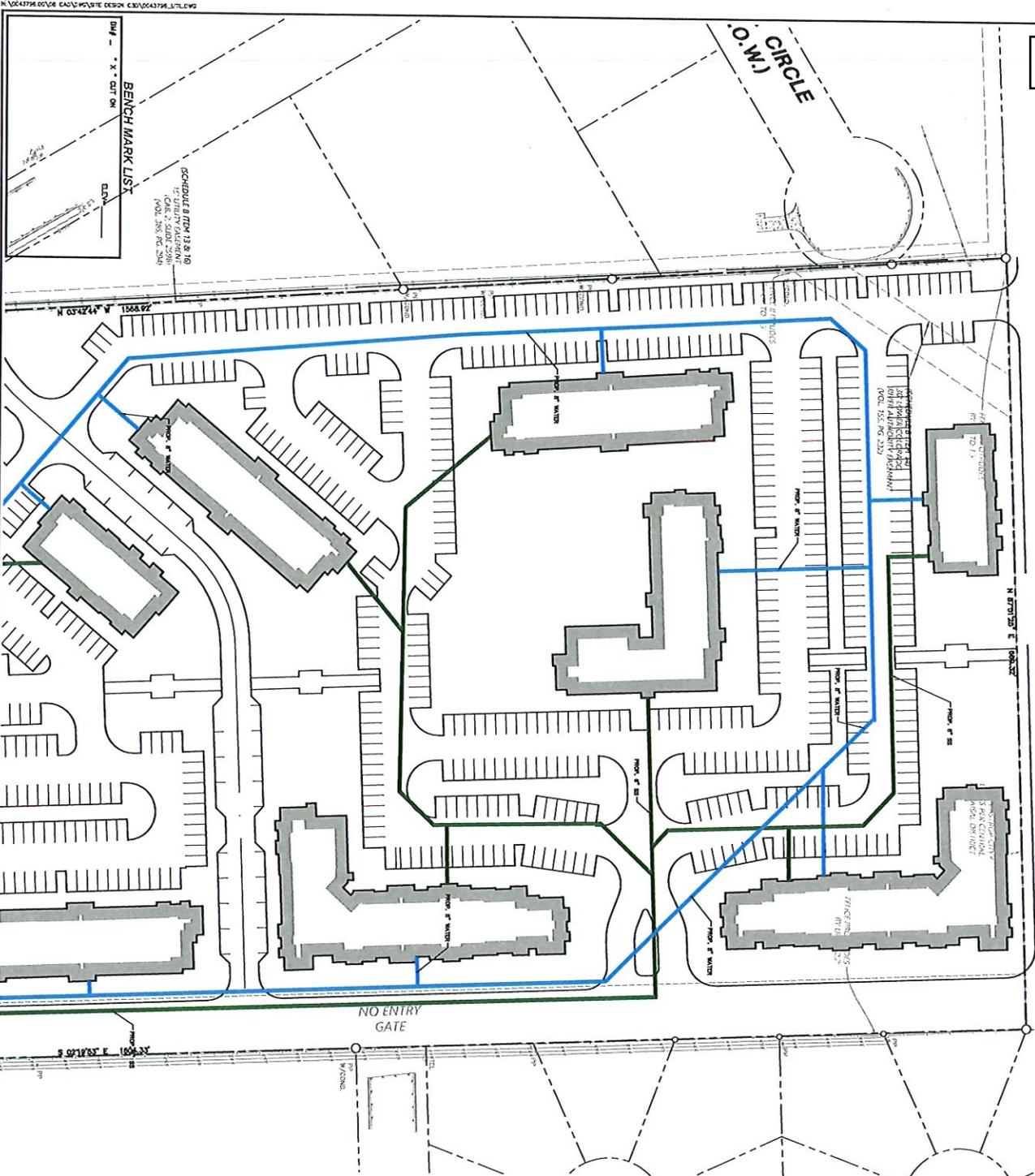


PRELIMINARY
NOT FOR CONSTRUCTION
THIS DOCUMENT IS ISSUED FOR THE PURPOSE OF OBTAINING PERMITS ONLY AND IS NOT INTENDED FOR PERMITTING, BIDDING, OR CONSTRUCTION PURPOSES.
PLANS PREPARED UNDER THE DIRECT SUPERVISION OF JAMES W. BENTLEY, P.E., REG. PROFESSIONAL ENGINEER, REGISTRATION NO. 130244.
DATE: 08/15/2023

REED RANCH
615 SH 71 W
BASTROP TX, 78602
PROPOSED DRAINAGE AREA MAP

REVISIONS		
NO.	DATE	DESCRIPTION

Westwood
Phone (512) 455-0331 8701 N. Mopac Expy, Suite 220
Toll Free (855) 937-5153 Austin, TX 78759
westwoodpa.com
Westwood Professional Services, Inc.
TX PE FIRM REGISTRATION NO. 8449
TX LE FIRM REGISTRATION NO. LS-10068-00



WATER & SANITARY SEWER GENERAL NOTES

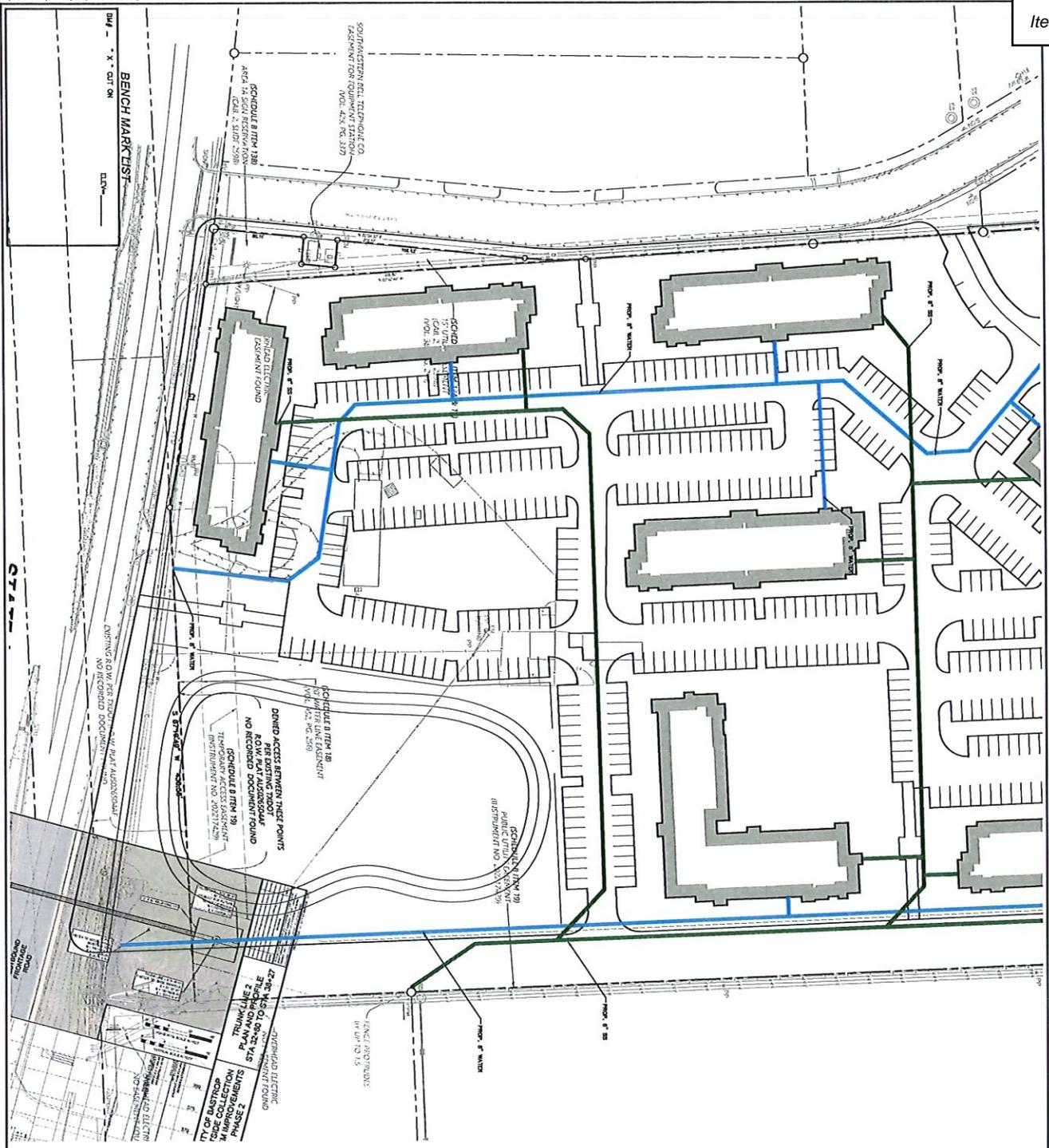
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<p>REED RANCH 615 SH 71 W BASTROP TX, 78602</p> <p>UTILITY PLAN 1 OF 2</p>		<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	BY													<p>Westwood</p> <p>Phone (512) 455-0831 8761 N. Mopac Expy, Suite 320 Austin, TX 78745 (512) 937-5153 westwoodpa.com</p> <p>Westwood Professional Services, Inc. THE PLAN REGISTRATION NO. P-449 THE PLAN REGISTRATION NO. LB-1008-000</p>
NO.	DATE	DESCRIPTION	BY																

DESIGN	DATE
AMF	DATE
CAH	DATE
2022	

SHEET NO. 8

PK-COASTING UTILITING
4/24/22



- WATER & SANITARY SEWER GENERAL NOTES**
1. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS CONSTRUCTION CODE, THE TEXAS ELECTRICAL CODE, AND THE TEXAS PLUMBING CODE.
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PHASE 2
 BASTROP TX 78602
 DITCHHEAD ELECTRIC
 PHASE 2
 TRUNKLINE 2
 PLAN AND LOCATION
 FOR THE
 COLLECTION
 MIMIC
 SIDE
 OF
 BASTROP
 TX 78602
 INSTRUMENT NO. 2023174209

<p>REED RANCH 615 SH 71 W BASTROP TX, 78602</p>		<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DATE	DESCRIPTION	BY				
NO.	DATE	DESCRIPTION	BY								
<p>UTILITY PLAN 2 OF 2</p>		<p>Westwood Westwood Professional Services, Inc. 834 7816 FIRM REGISTRATION NO. 6458 Austin, TX 78759 TEL: (512) 485-6831 FAX: (512) 485-6831 WWW.WESTWOODPS.COM</p>									

REED RANCH
PLANNED DEVELOPMENT DISTRICT
Exhibit C
Variances, Deviations, Waivers, and Warrants

B3 Code Section	Description	Development Issue	Proposed Alternative & Reasoning
7.1.002(k)	To prevent future conflicts regarding Street maintenance, private Streets are prohibited, except where justified by special considerations.	Dedication requirement does not permit developer to manage and maintain streets.	Allowing for streets to be privately owned, managed, and maintained is fiscally sustainable.
7.2.003	Street right-of-way . . . must be dedicated	Complying with health/safety codes requires lanes to be wider.	Permitting 12.5' lanes such that the street can meet fire lane requirements meets the intent of the code and is fiscally sustainable.
7.3.004	Traffic Lanes: Two lanes at 10 feet each Parking Lanes: Both sides parallel at 8 feet, marked	Only permitting parallel parking does not allow for a financially feasible amount of parking spaces.	Allowing for head-in parking to be 18' is fiscally sustainable. Project to comply with street standards as generally shown in Exhibit D.
7.5.002(d)	Storm Drainage Facilities, if equipped to provide Civic Space, may be counted toward the 10% Civic Place Type allocations requirement by warrant.	Drainage requires a large portion of the project to be a pond. Not allocating this space toward the Civic Space requirement makes project fiscally infeasible.	An amenitized wet pond with a trail as generally shown in Exhibit B meets the intent of code, is fiscally sustainable, and authentically Bastrop.
7.1.002(h)	Dead-end Streets must be avoided.	Proposed design does not show dead-end streets. Rather, internal drives culminate into left and right parking aisles for buildings or walkway plazas in line with 5.2.002(d).	For avoidance of doubt, internal drives culminating into 20' walkway easement placed as generally shown in Exhibit B meets the intent of code.
5.2.002	Preferred block size is 330' by 330' and max block perimeter of 1,320'	Drainage block is large due to odd shape of site and need for a large pond. Treating private streets/driveways as block	Allowing for a single larger block complies with intent of code. Permitting private drives as thoroughfares for block boundaries, as generally shown

			boundaries for this measurement results in an urban fabric of slow streets, with the plazas acting as traffic calming devices.	on Exhibit B is fiscally sustainable and meets the intent of code.
5.2.002(f)	In the P4 Mix, a minimum Residential mix of three Building Types (not less than 20%) shall be required.	Proposed design elects only apartment buildings with amenity and civic spaces. A variety of building types is not fiscally sustainable.	As the project is unlikely to move forward if a variety of building types are required, allowing for a warrant is fiscally sustainable.	
6.5.003	-70 percent max lot coverage; -60% minimum buildout at build-to-line; -Build-to-line is 5-15 ft	Project may not meet all build-to-line, façade buildout, or lot coverage requirements. The 60% buildout line is feasible along publicly dedicated streets but not interior privately owned and maintained streets.	Permitting lot occupation as generally shown in Exhibit B is fiscally sustainable.	
7.5.004	Plazas not permitted in P4 and require a minimum size of ½ acres.	Walkway easements/plazas as shown on Exhibit B allow for improved site design/walkability.	Allowing such walkway easements/plazas meets the intent of code in that it improves walkability.	
6.3.006(5)	On-site surface parking must be located in the Second Layer or Third Layer of each Lot.	With plan for private streets, project desires to allow for frontage to be on such private streets such that layers can be measured from private streets, as generally shown on Exhibit B.	Allowing for streets to be privately owned, managed, and maintained, as well as allowing for corresponding parking placement, is fiscally sustainable.	

Alternative Methods of Compliance

Street Maintenance

The project shall comply with the below maintenance plan for the private streets as generally shown on Exhibit C:

- a. Crack Seal: Years 1-5
- b. Seal Coat: Years 6-10
- c. Resurface and Rehabilitation: 11-25.

Right of Way Dedication:

Owner agrees to dedicate the right-of-way in varying widths (but no more than fifty-five and one half feet (55.5')) at the eastern portion of the Property as generally depicted in Exhibit B, attached hereto and made a part, to allow the City to create a north/south connection to Blakey Lane. The City acknowledges that Owner is not responsible for the construction of this roadway connection. The City shall also be responsible for utilities within Blakey Lane and sidewalk(s) for Blakey Lane.

Impact Fees

The Owner agrees to pay Roadway Impact Fees not to exceed \$2,300,000. The Owners will dedicate 55 feet of ROW along the eastern border of the project with the final plat. The City will provide the Owner a credit of 100% of the ROW appraised value of \$1,400,000 towards the Roadway Impact fee. The Owner will pay the balance to the City in Roadway Impact fees and the City agrees to construct the new roadway.

Site Development Standards:

- 1. Establish the below minimum lot sizes and setbacks:
 - a. Minimum lot area of 12,000 square feet
 - b. Minimum lot width of 100 feet
 - c. Minimum lot depth of 125 feet
 - d. Minimum front yard of 5-15 feet, except that Blocks 2 and 4 in Phase 2 shall have a building setback of at least 30 feet from the proposed new road, as generally shown in Exhibit B.
 - e. Minimum interior side yard of 10 feet
 - f. Minimum exterior side yard of 15 feet
 - g. Minimum rear yard of 35 feet

2. Setbacks or other site development standards can be changed by administrative approval of the City Manager or her designee notwithstanding that the forgoing does not violate the International Building Code.

Landscaping

In the setback required for Blocks 2 and 4 in Phase 2, Owner agrees to provide and maintain additional landscaping, including tree plantings that provide privacy protection to the neighboring homes, as generally shown in Exhibit B. **In addition, the owner agrees to protect and preserve the 39 inch live oak tree located adjacent to Hwy 71.**

**REED RANCH
PLANNED DEVELOPMENT DISTRICT
Exhibit D
Street Standards**



STREET TYPES

PROJECT NAME: REED RANCH
 AVERAGE: 24.3 A.
 DATE: 10 JUL 23
 SCALE: 1" = 60'-0"

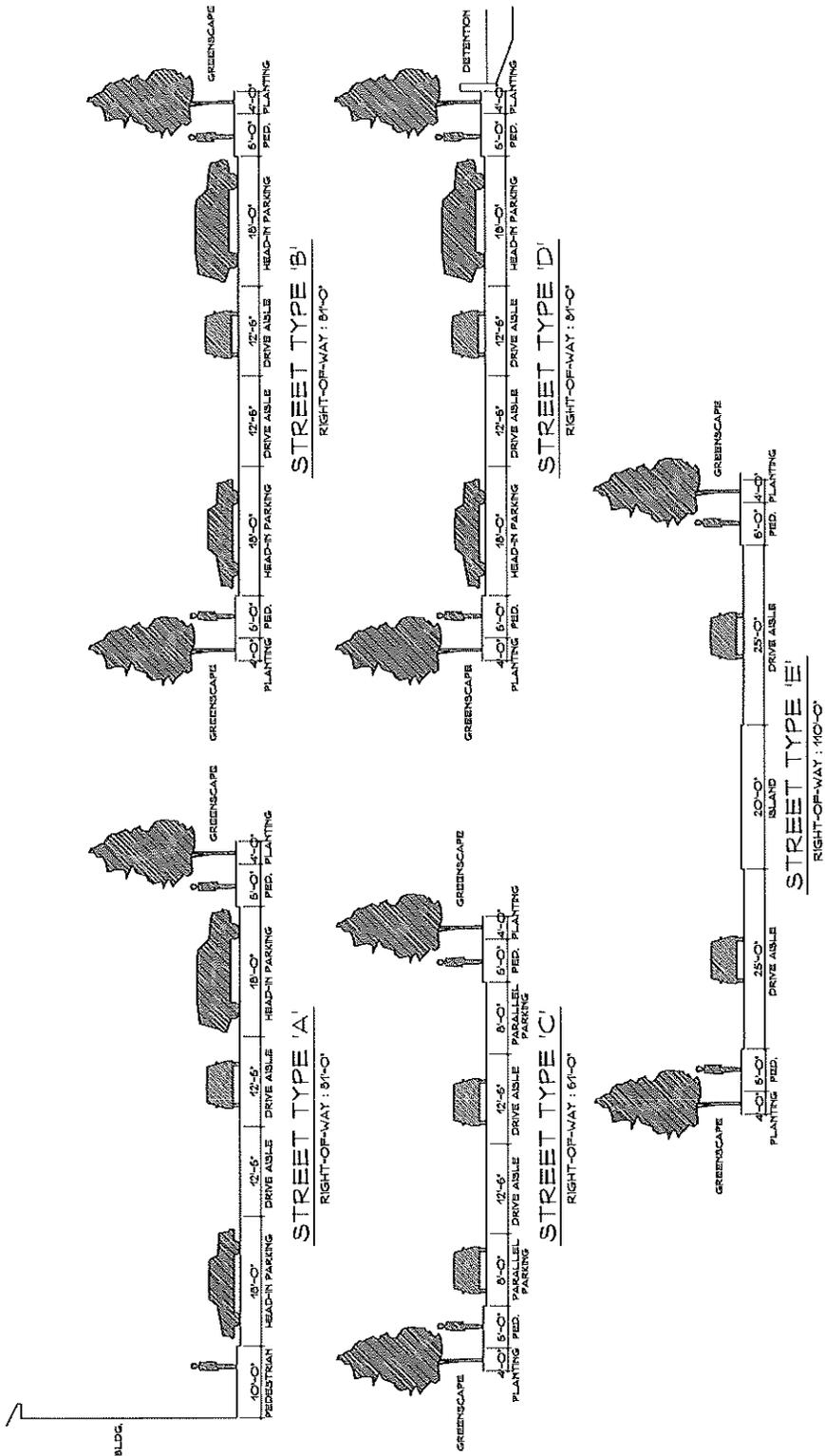
ARCHITECT: ARCHON CORPORATION
 ARCHITECTS / PLANNERS
 210 NORTH PARK BLVD.
 SUITE 100 - GRAYSON, TX
 75001

TO OLD AUSTIN ROAD
 TO SETTLEMENT ROAD
 TO BLAKEY LANE

- PUBLIC STREET
- CIVIC SPACE
- MIXED USE SPACE
- FITNESS
- POOL

ARCHITECT: GARY C. GOOD #42202
 PRELIMINARY - NOT TO BE USED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION
 DATE: 10 JUL 23





STREET TYPES

PROJECT NAME: REED RANCH
ACERAGE: 243 A.
DATE: 10 JUL 23
SCALE: 1" = 60'-0"

ARCHITECT: GARY & WOOD ARCHITECTS / PLANNERS
210 NORTH PARK BLVD.
SUITE 100 - GRANVILLE, OHIO 43031
76081

PROJECT LOCATION MAP

ARCHITECT: GARY & WOOD #12202
PRELIMINARY - NOT TO BE USED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION
DATE: 10 JUL 23



STAFF REPORT

MEETING DATE: October 21, 2025

TITLE:

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

AGENDA ITEM SUBMITTED BY:

James E. Cowey, Director of Development Services

ITEM DETAILS:

Site Address:	1005 Pecan Street, Bastrop TX
Total Acreage:	0.431 acres
Acreage Rezoned:	0.431 acres
Legal Description:	0.431 acres out of the Building Block 12 East of Water Street
Property Owner:	RC Pecan BTX LLC
Agent Contact:	Shawn Kirpatrick/ RubiCrown Development LLC
Existing Use:	Vacant/Undeveloped
Existing Zoning:	P3 Neighborhood
Proposed Zoning:	P4 Mix
Character District:	Old Town
Current Future Land Use Designation:	Neighborhood Residential
Proposed Future Land Use Designation:	Residential Mixed Density

BACKGROUND/HISTORY:

The applicant has submitted a Zoning Concept Scheme for *Pecan Place* (Attachment 3) requesting to rezone the property from **P3 Neighborhood** to **P4 Mix** to allow for a small multifamily development. The current Future Land Use Map (FLUM) designation within the Comprehensive Plan does not support this rezoning request. Section 2.4.005, *Changes and Amendments to all Zoning Ordinances & Districts*, establishes that one of the criteria for approving a zoning change is consistency with the Comprehensive Plan. Therefore, the Future Land Use Map (FLUM) must be amended prior to consideration of the requested zoning change.

The 2036 Comprehensive Plan was adopted on November 22, 2016, with the most recent updates being in May 2025. City Council has authority to amend the Plan following public hearings when requested by an applicant or as determined appropriate by Council.

Chapter 5, Land Use & Community Image, established 10 Character Areas on the Future Land Use Map that area used as the guiding document to determine changes to the zoning map and implementation development through the Bastrop Building Block (B³) Code standards. The 2036 Comprehensive Plan is available here: https://www.cityofbastrop.org/page/plan.long_range.

The current Future Land Use designation for the property is *Neighborhood Residential*. As described in the Comprehensive Plan, this category is:

Neighborhood Residential – “Traditional single-family and low-density housing, ensuring neighborhood stability. Traditional single-family and low-density housing areas, ensuring neighborhood stability. Previously Neighborhood Residential.”

The applicant is requesting to amend the designation to *Residential Mixed Density*. As described in the Comprehensive Plan, this category is:

Residential Mixed Density – “Allows a blend of housing types (single-family, townhouses, small multifamily), promoting diverse living options. Adds the missing middle options for diverse housing choices. Previously Transitional Residential.”

The property exists within the *Old Town* Character District, as described in the B3 Code:

Old Town – “Old Town has a rich history based on the Building Block and Farm Lot configuration of the 1920 Iredell Map. The gridded downtown network is well connected, and a variety of Lot types, setbacks, and Building Types are present. Human scale and tree shaded Streets encourage comfortable multimodal connectivity to the surrounding neighborhoods, while discrete and rural-style infrastructure functions steadily.”

The subject property is currently designated *Neighborhood Residential* on the Future Land Use Map and is surrounded by similar *Neighborhood Residential* designations, with *Downtown Commercial* located nearby. The applicant is requesting a change to *Residential Mixed Density* to allow for rezoning to P4 Mix. This designation would permit a broader range of housing types and could function as a transition between the lower-density residential areas and the more intense commercial uses downtown. However, no adjacent properties are designated *Residential Mixed Density*, and approval of this request would introduce a new category in this location rather than extending an existing pattern from surrounding areas.

POLICY EXPLANATION:

Comprehensive Plan Amendments are regulated under Section 213 of the Texas Local Government Code.

Sec. 213.003. Adoption of Amendment of Comprehensive Plan

- (a) A comprehensive plan may be adopted or **amended** by ordinance following:
 - (1) a hearing at which the public is given the opportunity to give testimony and present written evidence; and

Public Hearing was held on September 25, 2025, at the Planning & Zoning Commission meeting and a public hearing will be held on October 21, 2025, at City Council meeting.

(2) review by the municipality's planning commission or department, if one exists.

The Planning & Zoning Commission will review and make a recommendation to City Council at their September 25, 2025 meeting.

(b) A municipality may establish, in its charter or by ordinance, procedures for adopting and amending a comprehensive plan.

Amendments to the Comprehensive Plan are adopted by ordinance following the requirements of the City Charter.

A public hearing was held on September 25, 2025, at the Planning & Zoning Commission meeting and a public hearing will be held on October 21, 2025, at the City Council meeting.

A published notice was placed in the Bastrop Advertiser on September 10th, and mailed notices were sent to property owners within 200 feet of the property. At the time of this report, no public comments have been received.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission held a public hearing on September 25, 2025 and made a recommendation to deny the request for an amendment to the Comprehensive Plan to change the Future Land Use designation from Neighborhood Residential to Residential Mixed Density for the area described as being 0.431 +/- acres out of the Building Block 12, East of Water Street, located at 1005 Pecan Street, within the city limits of Bastrop, Texas, and move to include on the October 21, 2025 City Council agenda for a first reading. The motion passed with a vote of 5-2.

STAFF RECOMMENDATION:

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

ATTACHMENTS:

- Ordinance No. 2025-76
- Attachment 1 – Location Map
- Attachment 2 – Existing Future Land Use Map
- Attachment 3 – Pecan Place Zoning Concept Scheme

ORDINANCE NO. 2025-76

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, APPROVING A REQUEST FOR AN AMENDMENT TO THE COMPREHENSIVE PLAN FOR THE AREA DESCRIBED AS BEING 0.431 +/- ACRES OUT OF THE BUILDING BLOCK 12 EAST OF WATER STREET, LOCATED AT 1005 PECAN STREET, MORE COMMONLY KNOWN AS PECAN PLACE; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE, AND MEETING.

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

WHEREAS, pursuant to Texas Local Government Code Chapters 213, the governing body of a municipality may adopt a comprehensive plan for the long-range development of the city, which may include planning for land use, transportation and public facilities and shall be adopted by Ordinance; and

WHEREAS, the City of Bastrop, Texas (City) is a Home-rule City acting under its Chapter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, on February 3, 2025, the RubiCrown Development LLC submitted a request for a zoning concept scheme to rezone the project site from P3 Neighborhood to P4 Mix; and

WHEREAS, City Staff reviewed the request for the amendment of the comprehensive plan and finds it not to be justifiable based upon the Future Land Use Map adoption that happened in May 2025; and

WHEREAS, pursuant to Texas Local Government Code Chapter 213, the adoption of or amendment to a Comprehensive Plan requires a hearing at which the public is given the opportunity to give testimony and present written evidence and as required by the City Charter; and

WHEREAS, the City of Bastrop Planning and Zoning Commission held a public hearing on September 25, 2025, and made a recommendation to deny this proposed Zoning Concept Scheme with a vote 5-2; and

WHEREAS, the City Council has reviewed this request for zoning, and finds the request

to be reasonable and proper under the circumstances.

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

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

Section 2. The property, 0.431 acres out of the Building Block 12 East of Water Street, is rezoned from P3 Neighborhood to P4 Mix, and a Zoning Concept Scheme is established, located at 1005 Pecan Street, within the City Limits of Bastrop, Texas as more particularly known as Pecan Place as shown in Exhibit A.

Section 3. Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 4. Codification. The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 5. Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 6. Effective Date. This Ordinance shall be effective immediately upon passage and publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

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

READ & ACKNOWLEDGED on First Reading on this the 21st day of October 2025.

READ & ADOPTED on Second Reading on this the 4th day of November 2025.

Signature page to follow

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello City Secretary

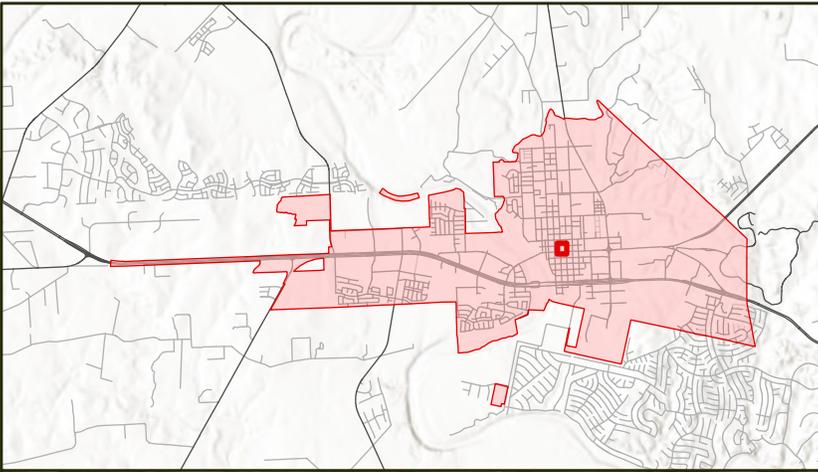


APPROVED AS TO FORM:

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

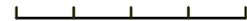


1005 Pecan St.



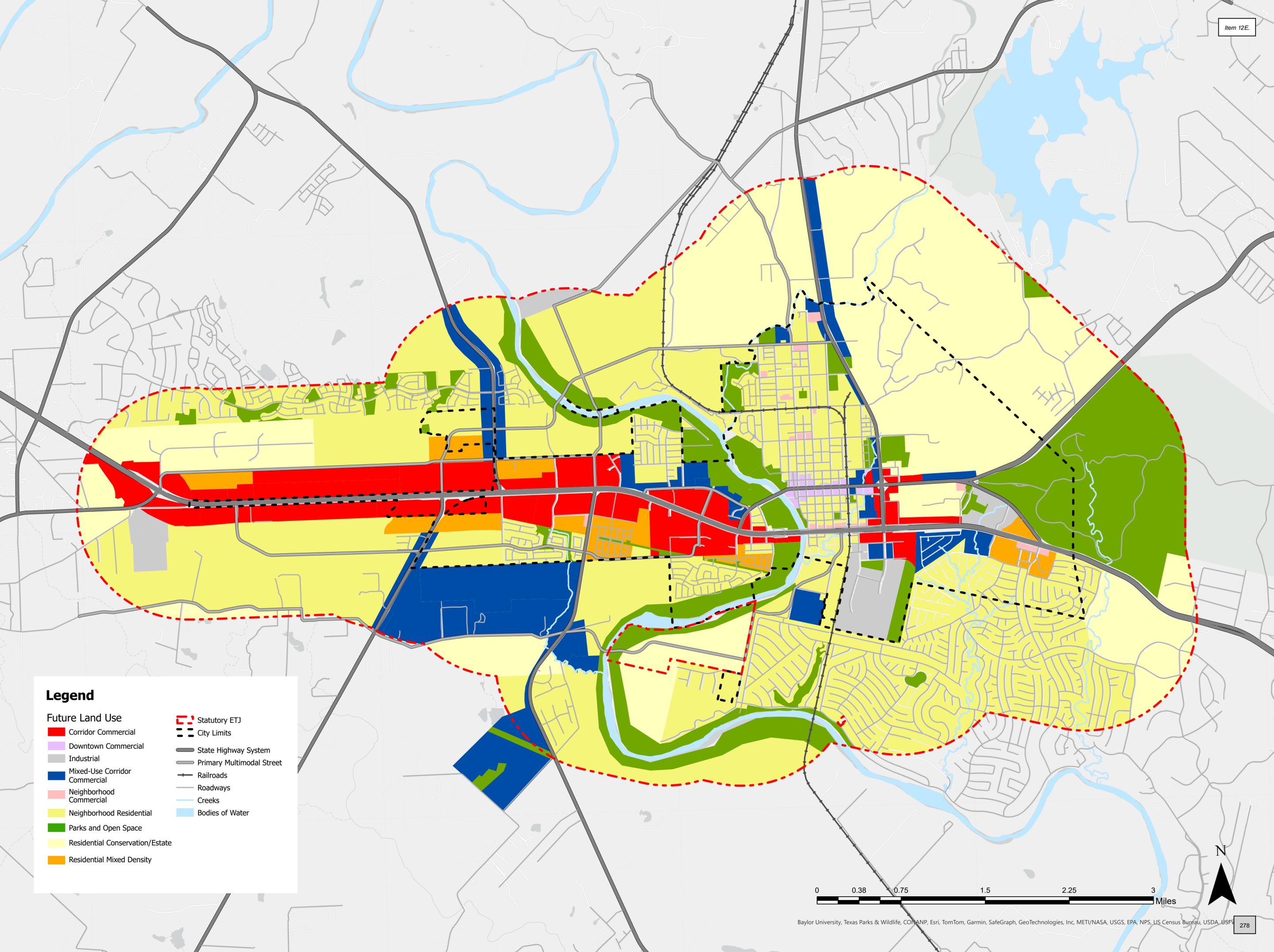
3/14/2025

0 25 50 75 100 ft



Scale 1:1,000

The City of Bastrop, Texas makes no warranties regarding the accuracy or completeness of the information used to compose this map or the data from which it was produced. The map does not purport to depict the boundaries between private and public lands. This map is general in nature and is not for navigational purposes.



Legend

Future Land Use

- Corridor Commercial
 - Downtown Commercial
 - Industrial
 - Mixed-Use Corridor Commercial
 - Neighborhood Commercial
 - Neighborhood Residential
 - Parks and Open Space
 - Residential Conservation/Estate
 - Residential Mixed Density
- Statutory ETJ
 - City Limits
 - State Highway System
 - Primary Multimodal Street
 - Railroads
 - Roadways
 - Creeks
 - Bodies of Water



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BASTROP LAND USE CATEGORIES: GENERAL DESCRIPTIONS

Figure 5.7, Future Land Use Map (2025) on page 5-10, illustrates nine land use categories within which certain types of building and site development should be promoted, and/or natural features preserved. Bastrop's Land Use Categories are described below.

FIGURE 5.6. FUTURE LAND USE CATEGORIES

NEW LAND USE CATEGORIES	DESCRIPTION	NOTABLE CHANGES FROM 2016 FRAMEWORK
Parks and Open Space	Covers parks, greenways, conservation areas, and recreational lands.	No changes.
Residential Conservation/ Estate	Protects low-density, large-lot residential areas, often with environmental or rural character considerations.	Stronger focus on conservation while still allowing large-lot residential development. <i>Previously Rural Residential.</i>
Neighborhood Residential	Traditional single-family and low-density housing, ensuring neighborhood stability.	Traditional single-family and low-density housing areas, ensuring neighborhood stability. <i>Previously Neighborhood Residential.</i>
Residential Mixed Density	Allows a blend of housing types (single-family, townhouses, small multifamily), promoting diverse living options.	Adds the missing middle options for diverse housing choices. <i>Previously Transitional Residential.</i>
Neighborhood Commercial	Small-scale, neighborhood-friendly retail and services integrated within or adjacent to residential areas.	Emphasis on walkability, local-serving retail, and small-scale office uses. <i>Previously General Commercial.</i>
Mixed-Use Corridor Commercial	A pedestrian-friendly mid-scale commercial designation that supports retail, office, service, and public/institutional uses with optional residential above.	Incorporates professional services, supports live work options to support employment centers. <i>Previously General Commercial and Public and Institutional.</i>
Corridor Commercial	Auto-oriented retail, larger-scale commercial, and mixed-use developments along major roadways.	Targeted approach along main highway corridors. <i>Previously General Commercial.</i>
Downtown Commercial	A special area in downtown that is historic, with mixed-uses.	A more defined area within downtown where commercial, cultural, and mixed-use activities are concentrated.
Industrial	Areas focused on job-generating uses such as business parks, office campuses, and industrial facilities.	Areas focused on job-generating uses such as manufacturing, production, warehousing, distribution, food processing, high-tech industries and related activities. <i>Previously Industry.</i>



PARKS AND OPEN SPACE

MAP LEGEND:
(Page 5-8)



The Parks and Open Space land use category should be applied to all tracts of substantial size designated for recreational use or conservation.



INTENT AND CHARACTER

The Parks and Open Space land use category incorporates public park land, trails, and open space, as well as privately owned areas that have been set aside for the protection of natural resources, or for the common use and enjoyment of their users. These areas provide balance of active and passive recreation areas, undeveloped land, conservation lands, and community gathering spaces.



DEVELOPMENT INTENSITY

- Development in these areas should prioritize preserving open space while allowing for recreational and community-oriented uses.
- Community parks with high visitor activity, such as sports complexes, should be located along collector or arterial roadways for adequate access.
- Park infrastructure should complement the surrounding character.
- Regional parks should emphasize natural landscapes with minimal built features.



Parks and open spaces of smaller size may be incorporated into residential, commercial, and mixed-use character areas.



APPROPRIATE LAND USES

Commercial: Limited appropriateness within parks and open spaces but highly appropriate adjacent to trails and community parks to encourage retail activation or recreational amenities such as cafés, bike shops/rentals, or visitor centers. Any commercial uses within parks should be small-scale and directly supportive of recreational functions.

Residential: Highly appropriate nearby to maximize access to parks and trails. Residential developments should include safe, well-connected pedestrian and bicycle routes to open spaces. Higher-density residential developments are particularly suitable adjacent to major parks and trail corridors to support active use.

Industrial: Limited appropriateness—not suitable within parks and greenways but may exist adjacent to open spaces with strict buffering requirements to minimize noise, visual, and environmental impacts. Parks and trails near industrial zones should incorporate landscaped buffers, sound barriers, and access controls to maintain recreational quality.

Institutional: Highly appropriate, particularly for public parkland, nature centers, schools, and community facilities that integrate educational, cultural, or recreational functions. Private land with public access easements can contribute to greenway systems, expanding connectivity.

Other: Parks, open spaces, and trails may incorporate storm water management facilities from adjacent developments, but these should be designed as naturalized features that enhance aesthetics, support biodiversity, and maintain public access.

Features like detention ponds, bioswales, or wetlands should be integrated seamlessly into park landscapes.

GUIDANCE AND INTERPRETATION

- **Connectivity and Access:** *Parks and open spaces should be easily accessible and visually connected to surrounding land uses. Avoid placing parks in isolated or leftover parcels with limited accessibility.*
- **Buffering and Compatibility:** *Use natural buffers, such as tree plantings, to minimize conflicts between active recreation areas and adjacent land uses.*
- **Integration with Natural Features:** *Floodplains and trail corridors should be prioritized for conservation and multi-use trail development.*
- **Mobility and Safety:** *Enhance pedestrian and bicycle accessibility near parks with wider sidewalks, crosswalks, and traffic calming measures.*
- **Storm water Design:** *Storm water facilities within greenways should complement the natural environment and maintain public access where feasible.*

B3 CODE CONSIDERATIONS

Applies mostly to: P1 (Natural), P2 (Rural), and some P3 (Neighborhood)

- Encourage Park Dedications in Place Types by requiring or incentivizing developers to dedicate land or fees-in-lieu for parks in new residential or mixed-use projects. Priorities may include:
 - Eight (8) Pocket Parks to serve middle and higher density areas (P3)
 - Three (3) Neighborhood Parks to meet local recreation needs (P1, P2)
 - Four (4) Community Parks to support larger gatherings and events (P1, P2)
- Create a park and green space development checklist for new developments to ensure all parks meet the city’s recreational and aesthetic standards.

RESIDENTIAL CONSERVATION/ESTATE

MAP LEGEND:
(Page 5-8)



Rural residential land use categories are intended to promote development that is compatible with agriculture, ranching, and other rural land uses.



INTENT AND CHARACTER

The Residential Conservation/Estate category is intended to preserve rural character while allowing for low-density residential development. These areas typically feature large-lot single-family homes, estate housing, or conservation subdivisions that integrate open space, agricultural land, and natural features. The intent is to minimize environmental impact, maintain scenic landscapes, and provide a transition between urban development and rural areas.



DEVELOPMENT INTENSITY

RESIDENTIAL DEVELOPMENT

- Low-density residential development with lot sizes generally ranging from 1 to 5 acres or larger.
- Conservation subdivisions may allow for clustered housing to preserve open space.
- Minimal infrastructure requirements, with some areas relying on private wells and septic system.



NON-RESIDENTIAL DEVELOPMENT

- Non-residential uses should be low in intensity, small in scale, and rural in form.
- Low-intensity uses may include a singular structure.
- Medium to high-density commercial development characterized by urban or suburban development patterns (e.g., shopping centers or retail nodes) are not recommended and should be directed to areas of mixed-use activity where infrastructure is in place to support higher-density development.

Rural residential development patterns should incorporate preserved open space and productive agricultural/pasture lands.



B3 CODE CONSIDERATIONS

Applies mostly to: P1 (Natural), P2 (Rural)

- Integrate specific provisions into the B3 Code for rural preservation zones, limiting higher-density development in these areas and ensuring smooth transitions from urban to rural areas.
- Encourage gradual transitions in density to preserve Bastrop's rural and open spaces while supporting appropriate growth.

APPROPRIATE LAND USES

Commercial: Limited to low-intensity uses, such as equestrian facilities, bed and breakfasts, or agricultural-related retail that complement the rural character. Higher-intensity commercial uses such as multi-tenant, large-footprint buildings or any use that generates significant traffic or infrastructure demand are not appropriate.

Residential: Primary land use, including estate homes, large-lot single-family housing, and conservation subdivisions.

Industrial: Limited appropriateness, not suitable within parks and greenways but may exist adjacent to open spaces with strict buffering requirements to minimize noise, visual, and environmental impacts. Parks and trails near industrial zones should incorporate landscaped buffers, sound barriers, and access controls to maintain recreational quality.

Institutional: Schools, churches, and community-serving facilities may be appropriate but should blend with the rural aesthetic and minimize impacts on surrounding properties.

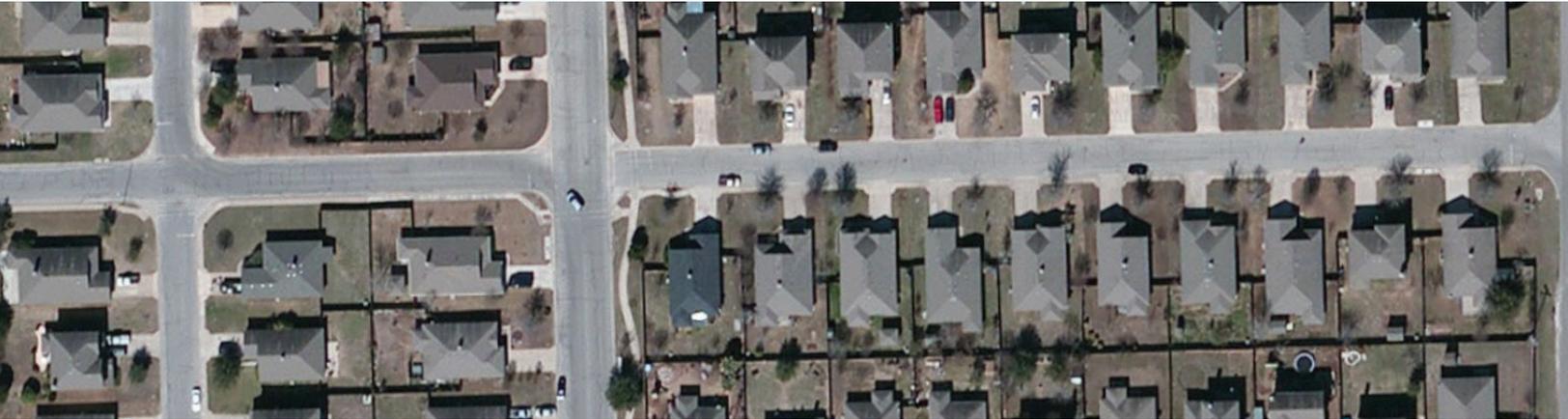
Agricultural and Open Space: Includes working lands, conservation areas, and natural buffers that enhance the rural landscape and limit conflicts between residential and agricultural uses.

GUIDANCE AND INTERPRETATION

- **Agricultural Compatibility:** Some lands within this category may continue to support farming, ranching, or agricultural operations, which can lead to nuisances such as noise, dust, and odors. To reduce conflicts, barns, pens, and storage facilities should be located as far from property lines as feasible. Future residents should be aware of Right-to-Farm protections that may limit nuisance complaints against existing agricultural operations.
- **Environmental Considerations:** Development should respect natural topography, water resources, and tree coverage. Conservation subdivisions should prioritize open space preservation and wildlife corridors.
- **Infrastructure and Access:** Roads and utilities should be designed to fit rural development patterns, with an emphasis on private drives, shared access points, and minimal street lighting to maintain the dark-sky environment.
- **Transitions to Urban Areas:** Where these areas border higher-intensity development, appropriate buffering and screening should be used to maintain the rural character and reduce conflicts.

NEIGHBORHOOD RESIDENTIAL

MAP LEGEND:
(Page 5-8)



Future Neighborhood Residential development should incorporate building, site, and streetscape characteristics that enhance visual interest.



Examples of detached, single family homes.

INTENT AND CHARACTER

The Neighborhood Residential category is intended to support a variety of single-family housing options in a suburban setting with well-planned streets, green spaces, and community amenities. These areas provide a balance between residential development, open space, and connectivity, creating stable, long-term neighborhoods that foster a strong sense of community.

Development should preserve natural features where possible and encourage thoughtful transitions adjacent land uses, ensuring that new development is compatible with the surrounding character.

DEVELOPMENT INTENSITY

- Primarily single-family detached housing on a minimum lot size of 1/3 of an acre.
- Typical residential densities range from four to six units per acre (exclusive of ADUs) depending on infrastructure capacity, road access, and adjacent land uses.
- Development should integrate curvilinear or grid street layouts with sidewalks and trails to provide safe, accessible connections.



B3 CODE CONSIDERATIONS

Applies mostly to: P3 (Neighborhood)

- Introduce design standards and guidelines that limit urban-style features in neighborhoods with established low-density character.
- Establish transition zones between higher-density and low-density areas to preserve the small-town feel while accommodating growth.
- Create new overlay districts for mixed-use and multi-family developments in areas that can accommodate them without disrupting residential or commercial areas.

APPROPRIATE LAND USES

Residential: Predominantly single-family detached housing, with limited options for alternative single-family where appropriate (e.g., cottage homes, ADUs)

Commercial: Not appropriate.

Industrial: Not appropriate.

Institutional: Schools, places of worship, and community facilities are encouraged when designed to blend with the surrounding residential character.

Parks and Open Space: Parks, greenways, and storm water integrated open spaces should be incorporated to provide recreation and natural preservation opportunities.

GUIDANCE AND INTERPRETATION

- **Neighborhood Connectivity:** Streets should support efficient vehicular circulation while ensuring safe pedestrian access to parks, trails, and community spaces.
- **Transitions Between Uses:** Where residential areas meet other land uses, appropriate buffering, landscaping, and density transitions should ensure compatibility.
- **Green Space Integration:** Parks, open spaces, and natural buffers should be incorporated, especially near floodplains, drainage corridors, and environmentally sensitive areas.

- **Infrastructure Considerations:** New development must account for adequate road access, utility capacity, and storm water management to avoid negative impacts on existing neighborhoods.
- **Preservation of Character:** Design standards should maintain neighborhood identity by encouraging consistent setbacks, architectural styles, and landscaping while allowing for some housing variety.
- **Established vs. New Neighborhoods:** Traditional neighborhoods tend to have lower densities and uniform housing types, whereas newer developments may incorporate greater housing diversity at slightly higher densities. When new neighborhoods are adjacent to established ones, careful consideration should be given to:
 - Density transitions – Gradual shifts in lot sizes and housing types to ensure compatibility.
 - Mobility impacts – Sidewalks, trails, and traffic-calming measures to enhance connectivity.
 - Design consistency – Architectural and landscaping elements that respect existing neighborhood character.

RESIDENTIAL MIXED DENSITY

MAP LEGEND:
(Page 5-8)



Proposed Residential Mix-Use Development parameters should improve the compatibility of mixed housing types and densities.



Examples of multifamily housing including duplexes and four-plexes.

INTENT AND CHARACTER

The Residential Mixed Density category supports a variety of housing types, including single-family homes, townhouses, and small-scale multifamily developments. This designation encourages diverse living options and accommodates a range of household needs while maintaining compatibility with surrounding residential areas. It was previously referred to as Transitional Residential and serves as an important “missing middle” housing option.

Variation in form, scale, and density is allowed but appropriate transitions must be provided between land uses. In some cases, Residential Mixed Density uses may be included as part of a larger planned development within areas otherwise designated as Neighborhood Residential, Neighborhood Commercial, or Mix-Use Corridor Commercial. Likewise, Residential Mixed Density may also include associated amenities such as parks, trails, open spaces, and public uses such as schools, fire stations, and more.

DEVELOPMENT INTENSITY

- Moderate density, with a mix of detached and attached housing options.
- Designed to provide seamless transitions between lower-density neighborhoods and higher-intensity residential or mixed-use areas.
- Provides walkability and connectivity to nearby amenities, parks, and services.



B3 CODE CONSIDERATIONS

Applies mostly to: P4 (Neighborhood), contextually in P3 (Mix) or P5 (Core) depending on the surroundings.

- **Neighborhood Compatibility:** Transitions should be carefully managed to respect adjacent lower-density residential areas through setbacks, height limits, and buffering.

APPROPRIATE LAND USES

Residential: Single-family homes, townhouses, duplexes, triplexes, small-scale multifamily (e.g., garden-style apartments or four-plexes).

Commercial: Not recommended. Live-work units may be considered, if compatible with the neighborhood.

Institutional: Schools, places of worship, and community facilities that support neighborhood life.

Parks and Open Space: Pocket parks, greenways, and shared community amenities to provide recreational opportunities and natural buffers.

GUIDANCE AND INTERPRETATION

- **Neighborhood Compatibility:** Transitions should be carefully managed to respect adjacent lower-density residential areas through setbacks, height limits, and buffering.
- **Connectivity and Walkability:** Developments should integrate sidewalks, trails, and pedestrian connections to encourage walkability and access to services.
- **Design and Scale:** Housing types should be appropriately scaled to fit within the surrounding neighborhood context, avoiding abrupt shifts in density.
- **Housing Diversity:** Encourages a mix of housing types to support a range of incomes, ages, and household sizes.
- **Infrastructure Considerations:** Adequate transportation, utilities, and storm water management should be planned to accommodate increased density without

NEIGHBORHOOD COMMERCIAL

MAP LEGEND:
(Page 5-8)



New Neighborhood Commercial uses should be designed to provide better transitions between residential areas and high-intensity land uses.



Neighborhood commercial development is small in scale and serves surrounding residents - even if aesthetic improvements are warranted.

INTENT AND CHARACTER

Neighborhood Commercial areas provide small-scale, pedestrian-friendly retail and service options that support nearby residential neighborhoods. These areas are designed to be local-serving and easily accessible, fostering walkability and convenience while maintaining compatibility with surrounding residential development. This designation was previously in General Commercial but has been redefined to encourage a mix of retail, office, and service uses that align with neighborhood needs. Primarily located along multi-modal streets identified in the transportation plan to support transit access, pedestrian connectivity, and bike-friendly environments.

DEVELOPMENT INTENSITY

- Generally low- to moderate-intensity commercial development, with buildings designed to complement surrounding residential character.
- Encourages clustered, small-scale businesses rather than large standalone commercial centers.
- Typically located at key intersections, along neighborhood corridors, or within planned developments.



B3 CODE CONSIDERATIONS

Applies mostly to: Edge areas of P3 (Mix), P4 (Neighborhood)

- Set parking requirements that balance the needs of various types of development while supporting walkability and reducing congestion.
- Implement stronger design guidelines and review processes for development near historic or residential assets, ensuring compatibility with scale and context.

APPROPRIATE LAND USES

Commercial: Small retail shops, cafés, restaurants, personal services (e.g., salons, dry cleaners), and small-scale office spaces. Excludes uses such as bars, liquor stores, pawn shops, and other establishments that may negatively impact the residential character of the neighborhood.

Residential: Not a primary land use but may include mixed-use buildings with upper-story residential units where appropriate.

Industrial: Not appropriate, except for limited artisan or maker-space uses integrated within a mixed-use setting.

Institutional: Community-oriented uses such as daycare centers, co-working spaces, and small medical offices.

GUIDANCE AND INTERPRETATION

- **Pedestrian Orientation:** Development should prioritize walkability, with sidewalks, street trees, and pedestrian-scale lighting to create a welcoming environment.
- **Neighborhood Compatibility:** Design should reflect the character of surrounding residential areas, with appropriate building scale, setbacks, and landscaping. Consideration should be given to excluding uses such as bars and pawn shops that may disrupt the neighborhood's residential atmosphere.
- **Access and Connectivity:** Sites should be accessible by multiple modes of transportation, including walking, biking, and local transit where available.
- **Parking Considerations:** Parking should be located behind or beside buildings where possible, minimizing large surface lots that disrupt the pedestrian experience.
- **Mixed-Use Encouragement:** In some areas, integrating residential units above commercial spaces can enhance activity and provide housing diversity.



CORRIDOR COMMERCIAL

MAP LEGEND:
(Page 5-8)



Large-format retail establishments that serve regional shopping needs. These stores are typically located along major corridors and are designed for high vehicle access and visibility



Examples of auto-oriented commercial such as large retailers and a large medical facility.

INTENT AND CHARACTER

Corridor Commercial areas provide larger-scale retail, services, and employment opportunities along state highways identified in the transportation plan. These areas accommodate auto-oriented businesses while also integrating multi-modal access and pedestrian-friendly design where feasible. Corridor Commercial development serves both local and regional markets, offering a broader range of goods and services than Neighborhood Commercial areas.

DEVELOPMENT INTENSITY

- Moderate to high-intensity commercial development, typically located along major state highways and arterial roads.
- Designed for regional accessibility while incorporating elements that support multi-modal transportation.
- May include a mix of large retail centers, stand-alone businesses, and office developments.



B3 CODE CONSIDERATIONS

Applies mostly to: P5 (Core), sometimes transitional P4 (Neighborhood Mix)

- Align street functionality standards with the Plans's vision for pedestrian-friendly and multi-modal streetscapes.
- Establish clear street infrastructure standards, including defined right-of-way widths and access provisions.

APPROPRIATE LAND USES

Commercial: Large and mid-size retail stores, shopping centers, restaurants, hotels, entertainment venues, and auto-oriented services (e.g., gas stations, car dealerships).

Residential: Not a primary use, but upper-story residential or nearby mixed-use developments may be appropriate.

Industrial: Light industrial and flex spaces may be allowed, particularly where compatible with commercial and office uses.

Institutional: Civic buildings, hospitals, educational facilities, and community services that support commercial activity.

GUIDANCE AND INTERPRETATION

- **Site Design and Layout:** While auto-oriented access is prioritized, buildings should still incorporate inviting facades facing the street, minimizing blank walls and integrating pedestrian-scale design elements.
- **Parking:** Traditional suburban parking is located in front of buildings to allow for easy access from the highway. However, parking areas should still include landscaping and pedestrian connections to improve aesthetics and walkability.
- **Lot Configuration:** Large commercial parcels should provide internal circulation and connectivity to adjacent properties where possible, reducing congestion on major roadways.
- **Buffering and Transitions:** When adjacent to residential areas, appropriate landscaping, fencing, and step-down transitions in building scale should be used to mitigate impacts.
- **Signage and Aesthetic Considerations:** Signage should be appropriately scaled, and architectural design should be consistent with community character to maintain an attractive commercial corridor.

MIXED-USE CORRIDOR COMMERCIAL

MAP LEGEND:
(Page 5-8)



A Mixed-Use Corridor Commercial supports dynamic development area along key corridors that supports a mix of commercial, office, residential, and institutional uses.



This category encourages active ground-floor uses, integrated public spaces, and context-sensitive design that supports complete neighborhoods and community-serving businesses.

INTENT AND CHARACTER

The Mixed-Use Corridor Commercial category supports a pedestrian-friendly, well-planned development that blends retail, office, and residential uses in a vibrant corridor environments. These areas are envisioned as dynamic, complete neighborhoods that foster a strong sense of place. Development is intended to be flexible, focused on pedestrian activity, building-street relationships, and public life. These areas serve as community hubs that provide goods, services, and employment opportunities for surrounding neighborhoods.

This category promotes an active, walkable environment with development that supports multi-modal access and context-sensitive site design. It accommodates public and institutional uses such as libraries, schools, and civic buildings and may include upper-floor residential or live-work units where appropriate. Uses that are incompatible with the intended community character, such as bars, pawn shops, or heavy commercial activity, are discouraged or restricted.

DEVELOPMENT INTENSITY

- Moderate to high, depending on the surrounding context.



B3 CODE CONSIDERATIONS

Applies mostly to: P5 (Core), P4 (Neighborhood Mix)

- Encourage the creation of overlay districts that allow for adaptable commercial and employment uses, such as retail, office, light industrial, and maker spaces, especially in transitional areas between residential neighborhoods and higher-intensity corridors. These overlays should support context-sensitive flexibility while maintaining compatibility with adjacent development.
- Encourage vertical and horizontal mixed-use development, with active ground floors and residential or office uses above.
- Support moderate setbacks and landscape buffering along corridors, while promoting internal pedestrian connections between buildings, parking areas, and public spaces.
- Require transitions and buffers between corridor commercial and adjacent residential neighborhoods, using setbacks, landscaping, and step-down building heights.
- Encourage low- to mid-rise buildings with a focus on form, facade articulation, and visibility from the public right-of-way.

- *Allows multi-story mixed-use development, typically with commercial on the ground floor and office or residential above.*
- *Intended to evolve with market needs, offering flexibility without compromising compatibility.*

APPROPRIATE LAND USES

Commercial: Retail and office uses that are context-sensitive to the corridor (neighborhood to regional scale). Personal services, restaurants (excluding drive-thru-only), co-working spaces, and hotels. Ground-floor activation encouraged.

Residential: Middle housing types such as townhouses, cottage courts, lofts, and apartments integrated into walkable environments. Residential above commercial is encouraged. Stand-alone apartments may be considered only where pedestrian access and connectivity are strong.

Industrial: Not appropriate, though maker spaces or light creative production may be conditionally permitted if compatible with form and context.

Institutional: Civic and public facilities, such as libraries, clinics, and educational/training facilities.

Recreational: Parks, plazas, open spaces, trails, and water quality features should be integrated into the development fabric to support public gathering and walkability.

GUIDANCE AND INTERPRETATION

- **Site Design and Layout:** *Flexible building configurations should allow for adaptation to different uses over time. Buildings should address the street and create a walkable, pedestrian-friendly frontage.*
- **Multi-modal Connectivity:** *Sites should be connected to sidewalks, transit routes, and bike facilities.*
- **Parking:** *Should be designed to accommodate various business needs, with shared parking strategies encouraged to maximize efficiency. Excessive surface parking should be avoided.*
- **Buffering and Transitions:** *When located near residential areas, appropriate screening, landscaping, and step-down building heights should be implemented to minimize conflicts.*



DOWNTOWN COMMERCIAL

MAP LEGEND:
(Page 5-8)



The Downtown Bastrop land use category will accommodate the existing residential and local commercial along historic Main Street.



INTENT AND CHARACTER

The Downtown Commercial category represents the city's historic, commercial and cultural core, supporting a vibrant, walkable environment. This area has a mix of commercial, residential, cultural, and civic uses.

The FLUM reflects this targeted areas to clearly identify the Downtown commercial core. The category prioritizes preservation of this area, historic structures, cultural and civic spaces and established neighborhoods to ensure that new development enhances the area's character while allowing for context-sensitive growth and revitalization.



DEVELOPMENT INTENSITY

- Medium density development that respects the scale and character of Downtown Bastrop.
- New development should respect historic structures and neighborhood patterns, ensuring a preservation of single-family development.
- In the main downtown commercial mixed-use buildings that integrate ground-floor retail, offices, and residential units while maintaining a pedestrian-oriented environment is encouraged.



Examples of historic structures in a downtown setting.



B3 CODE CONSIDERATIONS

Applies mostly to: P5 (Core)

- Expand preservation districts to include areas at risk of losing their historic character due to development pressures.
- Prevent high-intensity development near significant historic areas through special review or permitting.

APPROPRIATE LAND USES

Commercial: Small-scale retail, boutique shops, restaurants, professional offices, and creative workspaces.

Residential: Primarily single-family residential that aligns with the historic character of Downtown and Old Town. Some multi-family may be appropriate, but must maintain similar styles as existing residential or commercial buildings.

Adaptive Reuse & Office Conversion: Older homes may transition to professional offices, studios, or small business spaces, preserving their historic charm while supporting economic activity.

Institutional: Government buildings, libraries, cultural facilities, and museums.

GUIDANCE AND INTERPRETATION

- **Adaptive Uses:** Encourage adaptive reuse of historic properties for offices, professional services, and mixed-use spaces while retaining architectural character.
- **Context Sensitive:** Support context-sensitive residential development that blends with the existing fabric of Downtown and Old Town.
- **Parking:** Parking for residential uses may be permitted in the front. Commercial parking should be located at the side or rear to maintain an active and visually engaging streetscape. Promote shared parking solutions where feasible to reduce surface lots and enhance walkability.
- **Street Design:** Streets should prioritize pedestrians with sidewalks, shade trees, and outdoor gathering areas.
- **Connectivity:** Strengthen connections between key destinations through wayfinding signage and cohesive design elements.

INDUSTRIAL

MAP LEGEND:
(Page 5-8)



Available sites remain in the Bastrop Industrial Park to support the recommended uses in the Industrial land use category area.



Business parks, public utility operations, and outdoor storage areas are appropriate in the Industry character area..

INTENT AND CHARACTER

The Industrial category is designated for job-generating uses such as manufacturing, production, warehousing, distribution, food processing, high-tech industries and related activities. It may also encompass technology hubs, research and development (R&D) facilities, and other innovation-driven industries, supporting economic growth and employment opportunities in the area.

DEVELOPMENT INTENSITY

- *Light Industrial: Less disruptive to residential or commercial areas, often involving less noise, pollution, and traffic.*
- *Heavy Industrial: More intensive uses that might include large factories, chemical plants, or manufacturing facilities.*
- *Mixed-Use Industrial: Combining industrial uses with other types of development, such as commercial, often in urban areas or within redevelopment zones.*

B3 CODE CONSIDERATIONS

Applies mostly to: P5 (Core)

- PDDs (Planned Development Districts) could be used here to establish custom standards, transitions, and buffer zones between incompatible uses.

APPROPRIATE LAND USES

Commercial: Offices, professional services, and support retail for employees.

Residential: Residential and live-work uses may be conditionally appropriate within light industrial areas, especially in rural or suburban settings where industrial activity is low-impact, such as artisan manufacturing, tech assembly, or warehousing. However, residential uses should be avoided in or adjacent to heavy industrial areas involving noise, emissions, or high traffic volumes. Compatibility should be evaluated based on operational intensity, environmental impact, and access to infrastructure.

Industrial: Light to moderate industrial, film production studios, high-tech manufacturing, and logistics facilities with proper buffering from non-industrial areas.

Institutional: Manufacturing, production, warehousing, distribution, food processing, high-tech industries and related activities.

GUIDANCE AND INTERPRETATION

- **Location:** *Employment Centers are strategically located along state highways and major roadways identified in the transportation plan for easy freight, workforce, and commuter access.*
- **Parks and Open Space:** *Business parks and office campuses should incorporate green spaces, pedestrian pathways, and sustainable design elements.*
- **Buffering and Transition:** *Industrial and production facilities should be buffered from adjacent residential areas with landscaping and screening.*
- **Multi-modal Access:** *These areas should be well-served by major roadways, transit routes, and freight corridors to support workforce accessibility and logistics.*
- **Parking and Loading:** *Adequate off-street parking and loading areas should be provided, with separate truck access where applicable to reduce conflicts.*
- **Site Layout and Design:** *Business parks and office campuses should incorporate green spaces, pedestrian pathways, and sustainable design elements.*

TABULATIONS
2 STORIES

PARKING:

TOTAL: 16 SPACES

UNIT COUNT:

BLDG 1:
1189 SF: 4 UNITS

BLDG 2:
1189 SF: 4 UNITS

TOTAL UNITS: 8
(2 PER FLOOR)
TOTAL NRSF: 9,512 SF

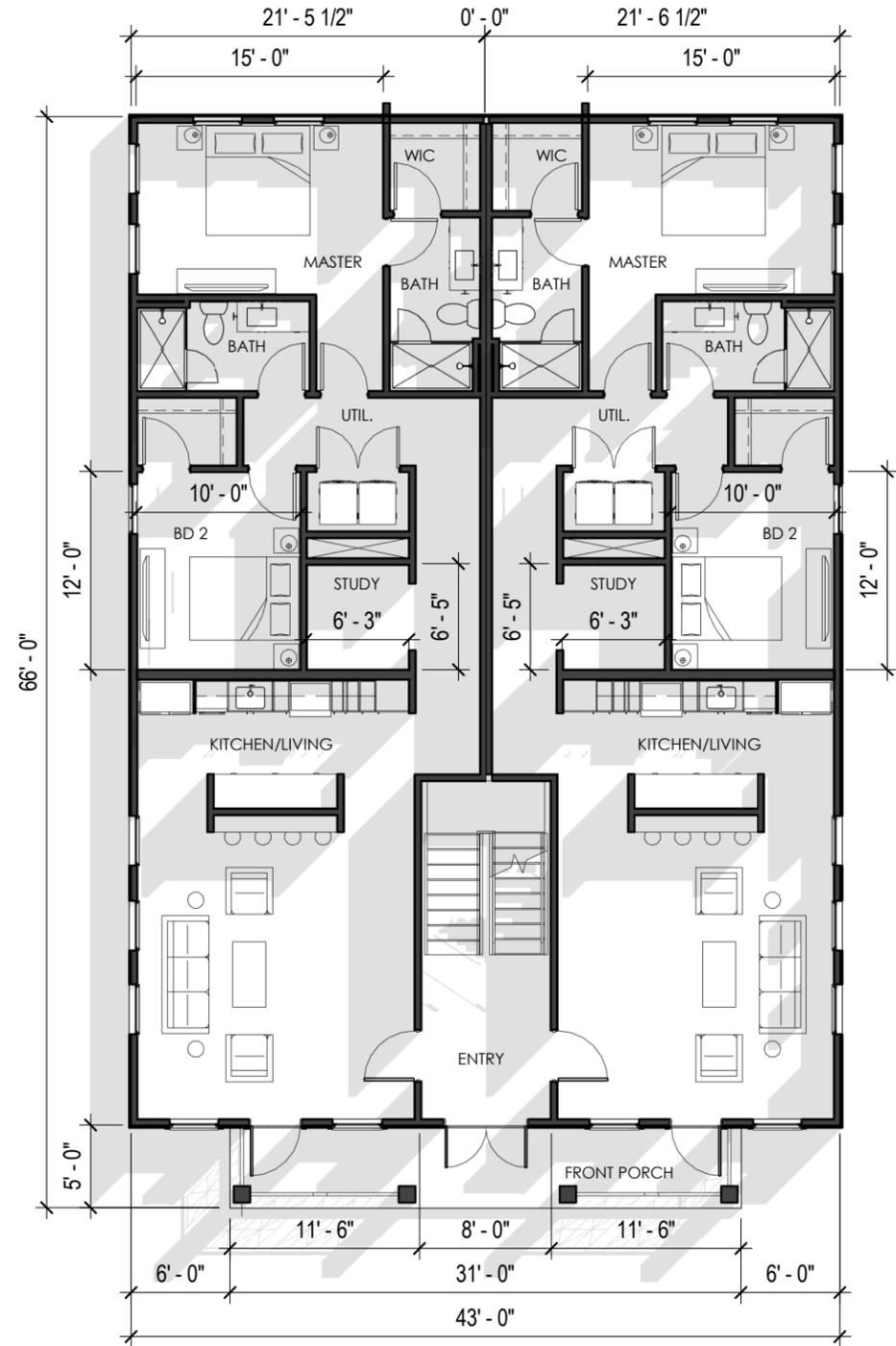
PARKING RATIO:

16 SPACES / 8 UNITS
RATIO: 2.0

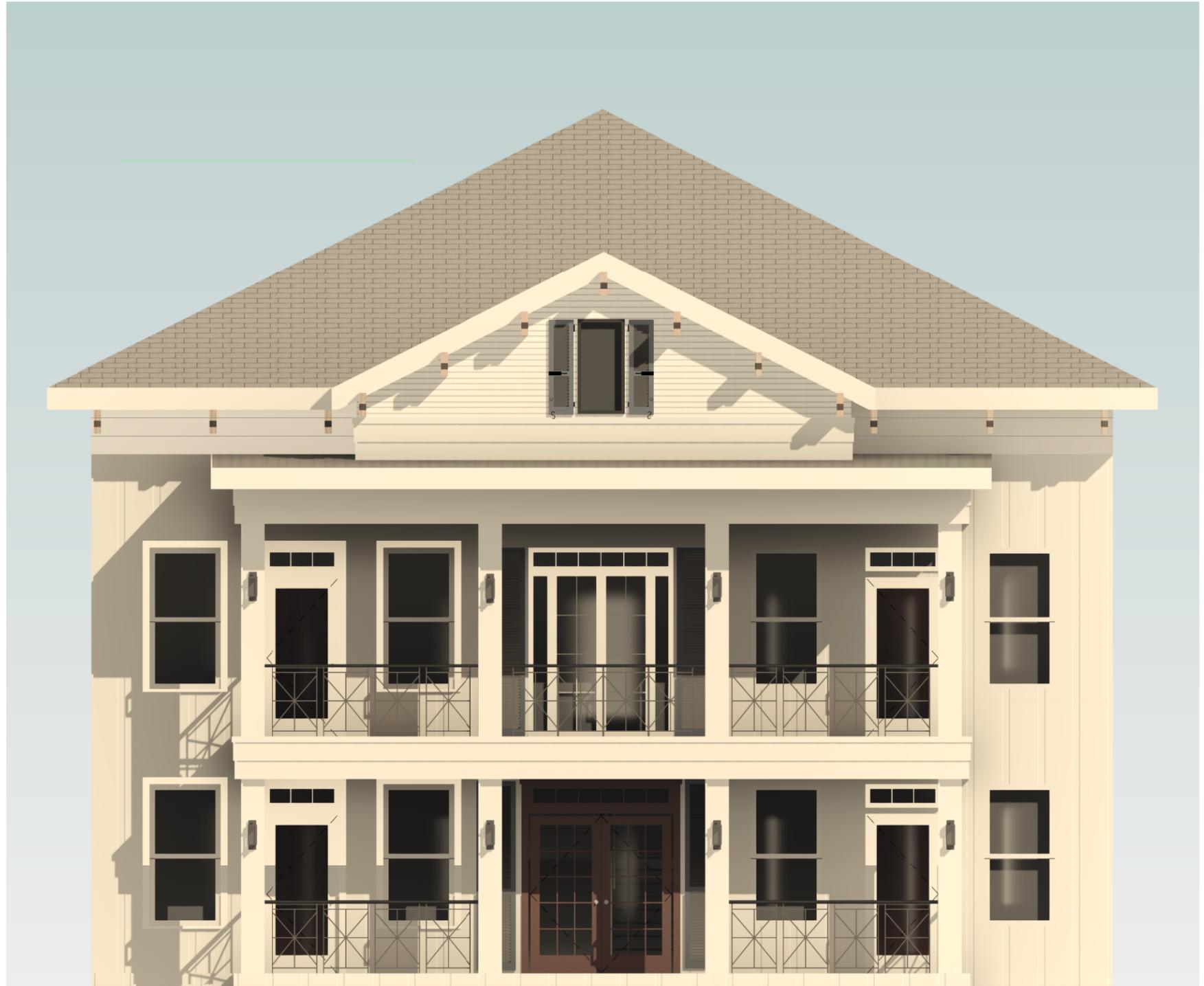
IMPERVIOUS COVER:

70%

Please note that these numbers will be in flux as the design develops.



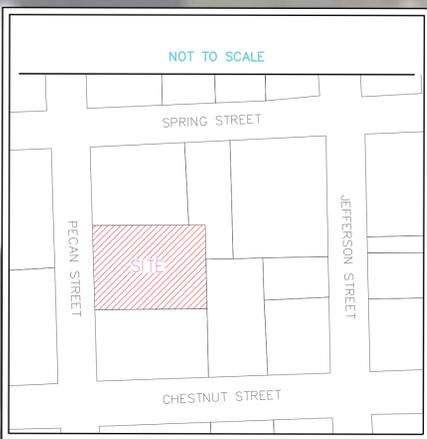
OPTION 1



Item 12E.

Pursuant to the requirements of the Texas board of architectural examiners' rules and regulations section 1.103 (b), this document is incomplete and may not be used for regulatory approval, permit, or construction. • Judy Roessner • architect 27408 • sixthriver ©copyright 2024

1005 PECAN STREET LANDSCAPE AND SCREENING PLAN



-  Dwarf Wax Myrtle (10)
2 to 3 feet in height at Planting
-  Little Gem Magnolia (3)
3 to 5 feet in height at Planting
-  Anthony Waterer Spirea (10)
3 to 5 feet in height at Planting
-  Little Bluestem Grass (18)
1 feet to 3 feet in height at Planting
-  Existing Tree
-  Wrought Iron Fence
-  Natural Wood Privacy Fence
-  Centerline
-  TrueGrid
-  Wheel Stop

Image # 1: Little Bluestem Grass
2in to 12in tall and 24in spread at full growth.

Image #2: Little Gem Magnolia
15ft to 20ft tall and 10ft spread at full growth.

Image#3: Dwarf Wax Myrtle
6ft tall and 4ft spread at full growth.

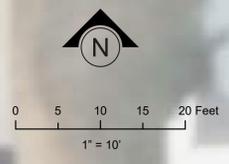
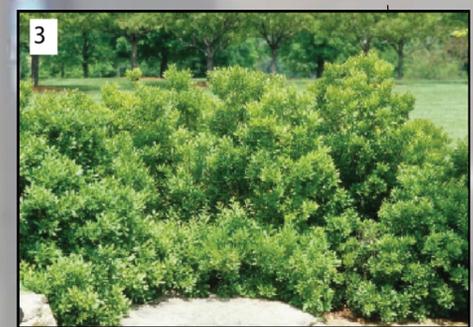
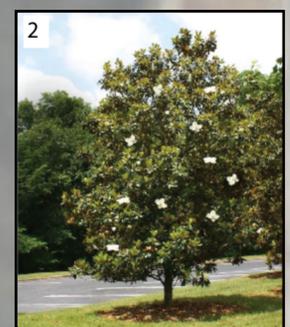
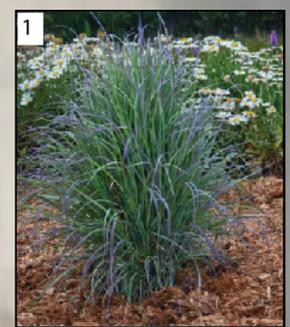
Image #4: Anthony Waterer Spirea
3ft tall and 3ft spread at full growth.



A 6 feet Wrought Iron Fence is being proposed to the north of the subject site.



A natural wooden privacy fence, measuring 4 feet to 6 feet in height, is proposed for the subject site. This fence will be positioned along the northern, southern, and eastern boundaries of the development.

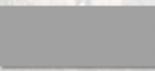
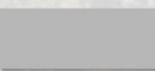
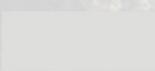


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T&E Firm Number: 3937
T&P&S Firm Number: 10194551

Date:	8-11-25
Scale:	1" = 10'
Drawn by:	
Reviewer:	
Project:	1005 Pecan Street
Sheet:	1 of 1
Field Book:	
Party Chief:	
	299

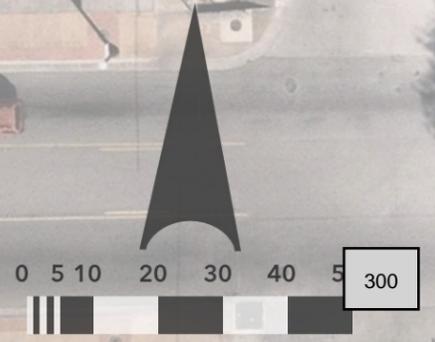


-  Existing Drainage Pattern
-  Existing Curb Inlet
-  Grass/Landscaping
-  Building
-  Covered Porch
-  Sidewalk/Concrete
-  Gravel Base Overgrown with Grass
-  Existing Retaining Wall

PECAN STREET

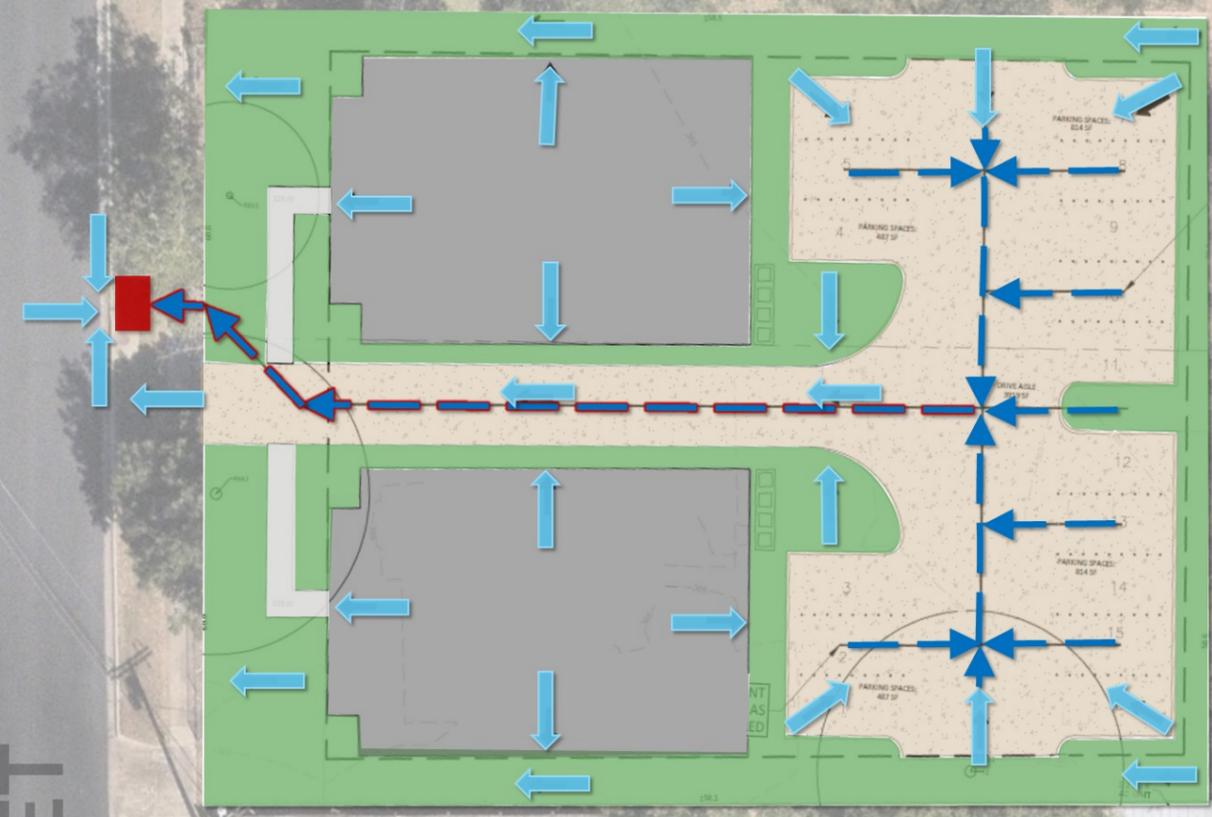
CHESTNUT STREET

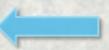
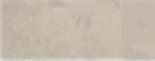
1005 Pecan Street | Existing Drainage Pattern



PECAN STREET

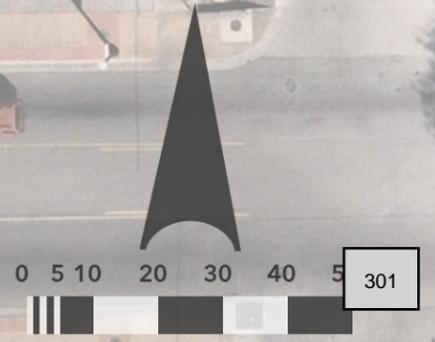
CHESTNUT STREET



-  Proposed Drainage Flow Pattern
-  Underground Piping
-  Existing Curb Inlet
-  True Grid Pervious System
-  Grass/Landscaping
-  Building
-  Sidewalk
-  Existing Retaining Wall

Item 12E.

1005 Pecan Street | Proposed Drainage Plan





STAFF REPORT

MEETING DATE: October 21, 2025

TITLE:

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

AGENDA ITEM SUBMITTED BY:

James E. Cowey, Director of Development Services

ITEM DETAILS:

Site Address:	1005 Pecan Street, Bastrop TX
Total Acreage:	0.431 acres
Acreage Rezoned:	0.431 acres
Legal Description:	0.431 acres out of the Building Block 12 East of Water Street
Property Owner:	RC Pecan BTX LLC
Agent Contact:	Shawn Kirpatrick/ RubiCrown Development LLC
Existing Use:	Vacant/Undeveloped
Existing Zoning:	P3 Neighborhood
Proposed Zoning:	P4 Mix
Character District:	Old Town
Future Land Use:	Neighborhood Residential

REQUEST INFORMATION

The applicant has submitted a Zoning Concept Scheme for Pecan Place, located at 1005 Pecan Street, consisting of approximately 0.431 acres within the Old Town Character District. The request is to rezone the property from P3 Neighborhood to P4 Mix in order to develop two four-plex residential structures. The property is currently vacant and undeveloped.

UTILITIES AND INFRASTRUCTURE

<u>Water:</u>	Available at site (City of Bastrop)
<u>Wastewater:</u>	Available at site (City of Bastrop)
<u>Electric:</u>	Bastrop Power and Light
<u>Gas:</u>	CenterPoint Energy

Drainage: Located in the Gils Branch Watershed; developer will be required to over-detain onsite; Final Drainage Plan to be submitted as part of the subdivision process.

Transportation: Access provided from Pecan Street.

Parks & Open Space: Park Enrichment Fund contribution required.

ANALYSIS (B3 CODE CRITERIA)

In accordance with Section 2.4.005 of the Bastrop Building Block (B3) Code, the following factors are considered in evaluating the applicant’s request:

(a) Declaration of Policy

The request does not involve correcting an error on the zoning map. Rather, the applicant seeks to rezone from P3 Neighborhood to P4 Mix in order to allow a broader range of residential building types. As shown in the B3 Development Table, P3 and P4 permit different building forms, with P4 providing additional flexibility. In addition, the Lot Occupation chart reflects that the maximum impervious cover would increase from 50% in P3 to 60% in P4.

	P1	P2	P3	P4	P5	EC
BUILDING TYPES - ARTICLE 6.5						
REARYARD						
COMMERCIAL	NP	NP	NP	NP	P	P
APARTMENT	NP	NP	NP	p**	P	P
ROWHOUSE	NP	NP	NP	P	P	P
SIDEYARD						
SIDEYARD	NP	NP	NP	P	P	P
COURTYARD						
COURTYARD HOUSE	NP	NP	NP	P	P	P
COURTYARD APARTMENT BUILDING	NP	NP	NP	p**	P	P
EDGEYARD						
RANCH HOUSE, VILLA	NP	P	P	NP	NP	NP
HOUSE	NP	P	P	P	NP	NP
DUPLEX	NP	NP	NP	P	NP	NP
TRIPLEX, FOURPLEX	NP	NP	NP	P	NP	NP
LOT OCCUPATION - SEC. 6.3.008						
LOT COVERAGE		40% max	50% max	60% max	65% max	80% max
BUILDING FRONTAGE AT BUILD-TO-LINE		40% min	40% min	60% min	80% min	80% min
BUILD-TO-LINE		25 ft*	25 ft*	5 ft - 15 ft	2 ft - 15 ft	
MINIMUM LOT SIZE		1 acres***	0.33 acres***			
FIRST LAYER SETBACK		Built Environment**	Built Environment**			

(b) Review Criteria**1. Appropriateness of Place Type Characteristics**

The proposed P4 Mix designation permits more intense residential building types than currently allowed under P3. The surrounding area is zoned P3 Neighborhood to the North and North East, with single-family homes forming the prevailing pattern in the area. The areas to the West and South are zoned P5 Core, with Commercial land use. Rezoning to P4 would introduce a more intense residential development form not consistent with the established neighborhood character.

2. Consistency with the Comprehensive Plan and Public Services

The Future Land Use Map is a tool within the Comprehensive Plan used to guide long-term growth and development patterns by identifying the appropriate range of land uses and place types for different areas of the City. The subject property is designated as **Neighborhood Residential** on the Future Land Use Map, which was recently updated this year to reflect community input and priorities for the area. Neighborhood Residential is defined as:

“Traditional single-family and low-density housing, ensuring neighborhood stability. Traditional single-family and low-density housing areas, ensuring neighborhood stability. Previously Neighborhood Residential.”

This designation anticipates densities of approximately four to six units per acre.

The requested P4 Mix district is defined as:

“More intense Building Types that provide more lifestyle choices. It provides for a mix of Residential Building Types. Commercial and Office uses are allowed in this District only in House form Structures. Because P4 is a transition area, the Street Types consist of multimodal Streets but are primarily Residential urban fabric.”

The applicant’s proposed two four-plexes are inconsistent with the FLUM’s Neighborhood Residential intent, which is to accommodate single-family and low-density development. The proposed four-plexes exceed the intended density and building type for this designation, therefore the request conflicts with the Comprehensive Plan.

3. Supply of Similar Zoning in the Vicinity

There are no adjacent properties designated as P4 Mix. Rezoning the subject property to P4 would represent a departure from the predominantly P3 Neighborhood pattern in the area and could be considered spot zoning.

4. Rate of Development in Similar Place Types

Recent residential development in this area of Bastrop has primarily occurred within P3 Neighborhood zoning, consistent with the FLUM designation. The requested rezoning to P4 Mix diverges from this trend. While commercial activity exists nearby, the prevailing residential patterns conform to the P3 Neighborhood place type standards and character.

5. Effect on Other Areas with Similar Designation

Approval could encourage additional requests to rezone from P3 to P4 in areas designated Neighborhood Residential, gradually eroding the intent of the Comprehensive Plan.

6. Other Factors (Public Health, Safety, Welfare)

Rezoning to P4 Mix would increase the allowable impervious coverage, which is a concern given that the site is located within the Gils Branch Watershed, an environmentally sensitive area. Any development would be required to provide over-detention in accordance with City standards. In addition, P4 zoning would allow more residential units by-right, resulting in a higher demand for on-site parking and increased traffic to and from the development.

TEXAS LOCAL GOVERNMENT CODE

In accordance with Texas Local Government Code Section 211.006, the rezoning process requires a public hearing with notice provided to affected property owners. Notice of this request was:

Published in the Bastrop Advertiser on September 10, 2025,

Zoning Change signs were posted on the property on September 10, 2025, and

Notices were mailed to property owners within 200 feet of the boundary on September 11, 2025.

At the time of this report, there were four property owners that submitted letters in opposition of the request.

FISCAL IMPACT

None.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission held a public hearing on September 25, 2025 and made a recommendation to deny the request for a Zoning Concept Scheme to rezone the project site from P3 Neighborhood to P4 Mix, for the area described as being 0.431 +/- acres out of the Building Block 12, East of Water Street, located at 1005 Pecan Street, within the city limits of Bastrop, Texas; and move to include on the October 21, 2025 City Council agenda for a first reading. The motion passed with a vote of 5-2.

STAFF RECOMMENDATION:

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

ATTACHMENTS:

- Ordinance No. 2025-77
- Attachment 1: Location Map
- Attachment 2: Zoning Concept

ORDINANCE NO. 2025-77

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, APPROVING THE ZONING CONCEPT SCHEME REQUEST TO REZONE THE PROJECT SITE FROM P3 NEIGHBORHOOD TO P4 MIX, FOR THE AREA DESCRIBED AS BEING 0.431 +/- ACRES OUT OF THE BUILDING BLOCK 12 EAST OF WATER STREET, LOCATED AT 1005 PECAN STREET, MORE COMMONLY KNOWN AS PECAN PLACE; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE, AND MEETING.

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

WHEREAS, pursuant to Texas Local Government Code Chapters 211, 212, 214, and 217 the City Council of the City of Bastrop has general authority to regulate planning, zoning, subdivisions, trees, and the construction of buildings; and

WHEREAS, the City of Bastrop, Texas (City) is a Home-rule City acting under its Chapter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, on February 3, 2025, the RubiCrown Development LLC submitted a request for a zoning concept scheme to rezone the project site from P3 Neighborhood to P4 Mix; and

WHEREAS, the City Staff reviewed the request for the Zoning Concept Scheme and finds it not to be justifiable based upon the Future Land Use designation for this property being Neighborhood Residential, which allows for predominantly single-family detached housing, with limited options for alternative single-family where appropriate; and

WHEREAS, the City of Bastrop Planning and Zoning Commission held a public hearing on September 25, 2025, and made a recommendation to deny this proposed Zoning Concept Scheme with a vote 5-2; and

WHEREAS, the City Council has reviewed this request for zoning, and finds the request to be reasonable and proper under the circumstances.

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

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

Section 2. The property, 0.431 acres out of the Building Block 12 East of Water Street, is rezoned from P3 Neighborhood to P4 Mix, and a Zoning Concept Scheme is established, located at 1005 Pecan Street, within the City Limits of Bastrop, Texas as more particularly known as Pecan Place as shown in Exhibit A.

Section 3. Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 4. Codification. The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 5. Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 6. Effective Date. This Ordinance shall be effective immediately upon passage and publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

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

READ & ACKNOWLEDGED on First Reading on this the 21st day of September 2025.

READ & ADOPTED on Second Reading on this the 4th day of November 2025.

Signature page to follow

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello City Secretary

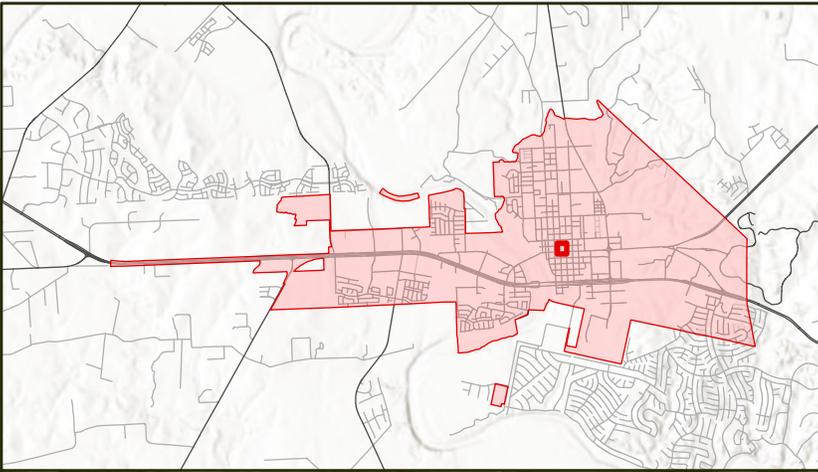


APPROVED AS TO FORM:

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

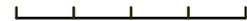


1005 Pecan St.



3/14/2025

0 25 50 75 100 ft



Scale 1:1,000

The City of Bastrop, Texas makes no warranties regarding the accuracy or completeness of the information used to compose this map or the data from which it was produced. The map does not purport to depict the boundaries between private and public lands. This map is general in nature and is not for navigational purposes.

TABULATIONS
2 STORIES

PARKING:
TOTAL: 16 SPACES

UNIT COUNT:
BLDG 1:
1189 SF: 4 UNITS

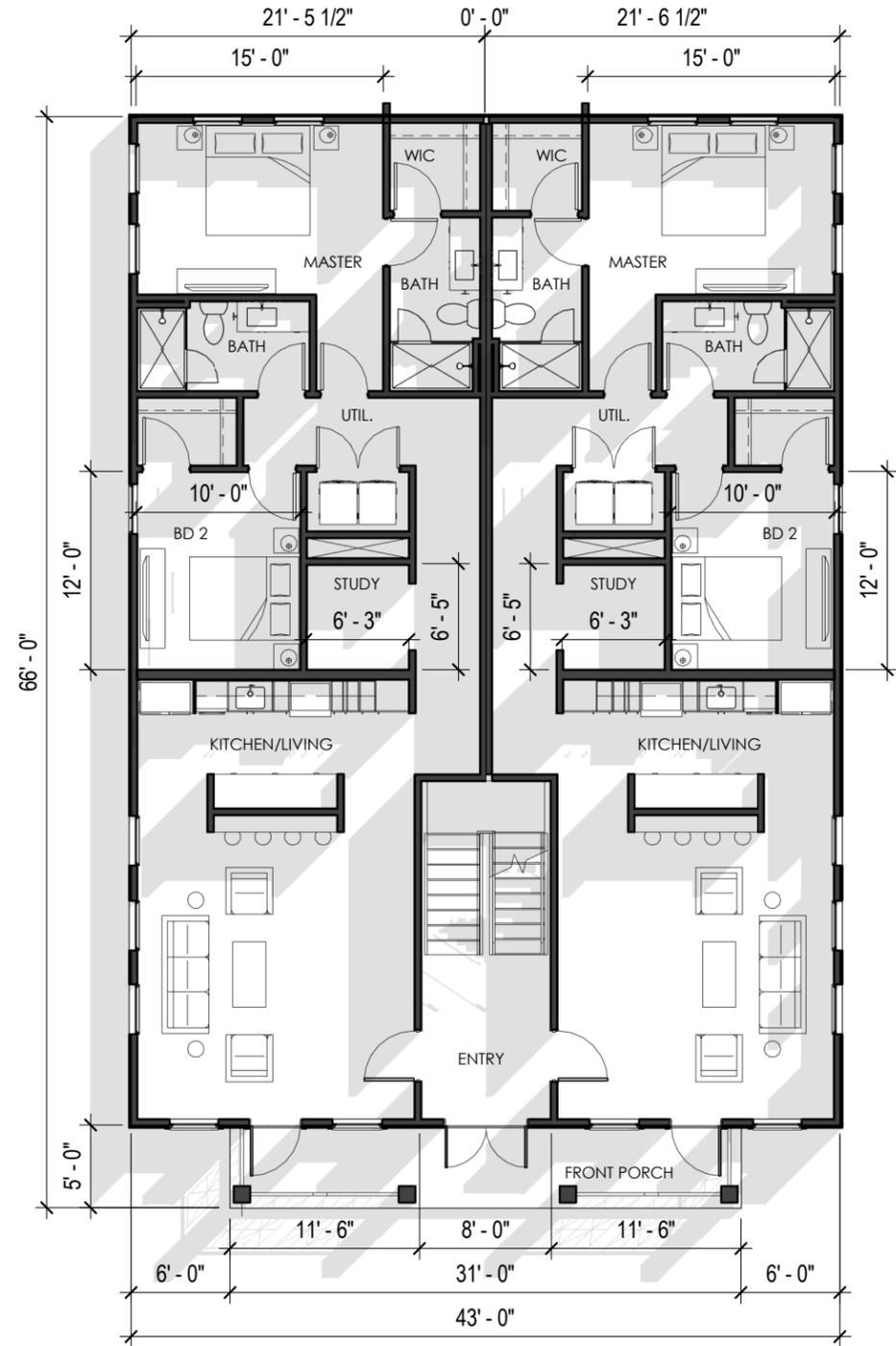
BLDG 2:
1189 SF: 4 UNITS

TOTAL UNITS: 8
(2 PER FLOOR)
TOTAL NRSF: 9,512 SF

PARKING RATIO:
16 SPACES / 8 UNITS
RATIO: 2.0

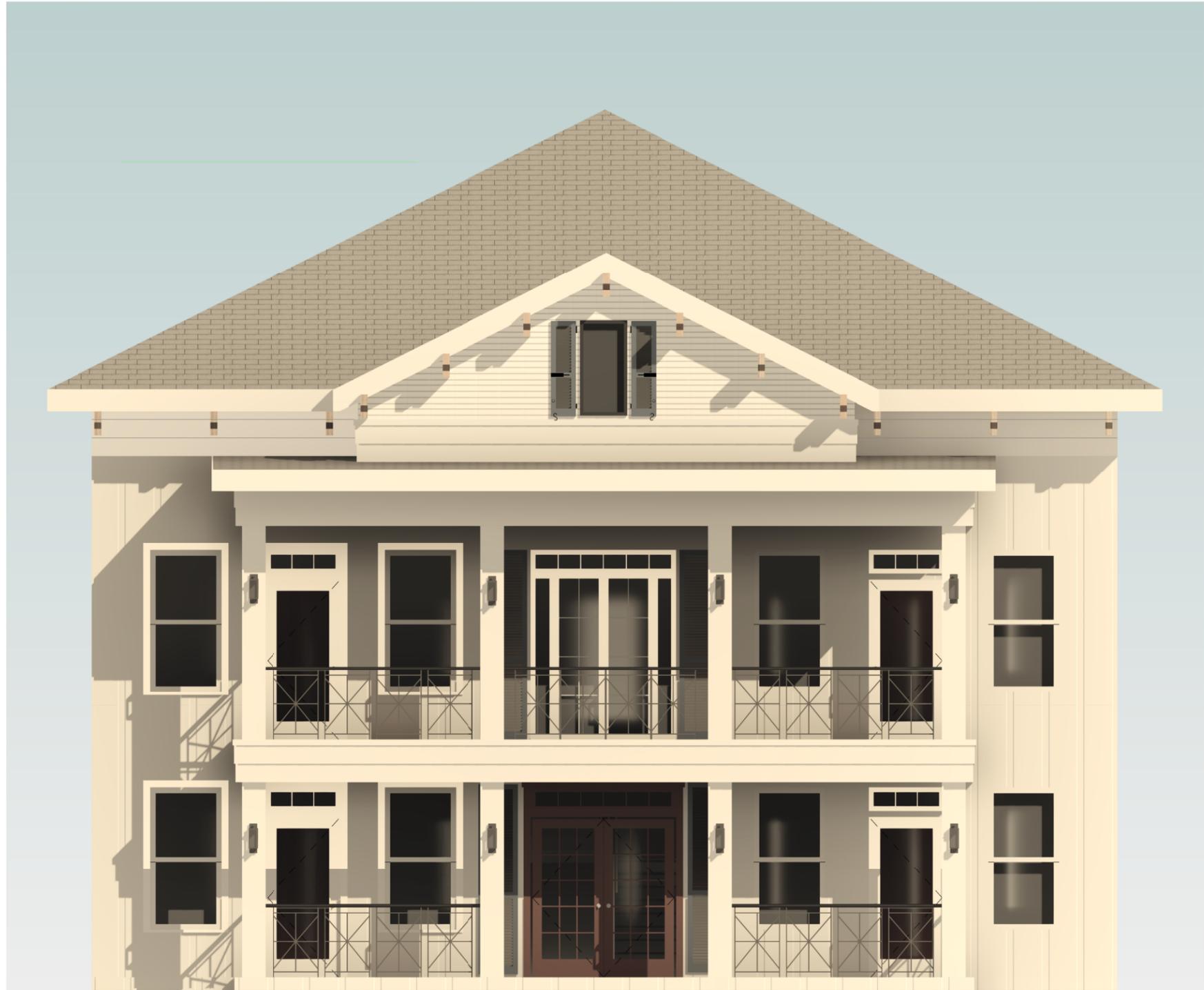
IMPERVIOUS COVER:
70%

Please note that these numbers will be in flux as the design develops.



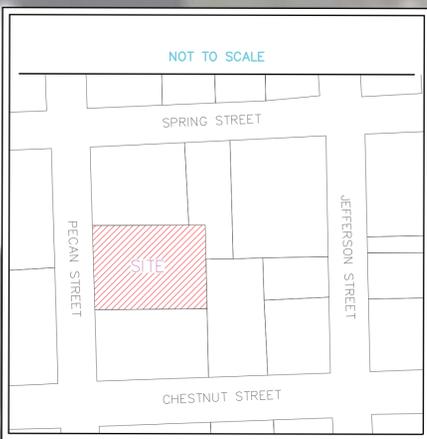
OPTION 1

Item 12F.



Pursuant to the requirements of the Texas board of architectural examiners' rules and regulations section 1.103 (b), this document is incomplete and may not be used for regulatory approval, permit, or construction. • Judy Roessner • architect 27408 • sixthriver ©copyright 2024

1005 PECAN STREET LANDSCAPE AND SCREENING PLAN



-  Dwarf Wax Myrtle (10)
2 to 3 feet in height at Planting
-  Little Gem Magnolia (3)
3 to 5 feet in height at Planting
-  Anthony Waterer Spirea (10)
3 to 5 feet in height at Planting
-  Little Bluestem Grass (18)
1 feet to 3 feet in height at Planting
-  Existing Tree
-  Wrought Iron Fence
-  Natural Wood Privacy Fence
-  Centerline
-  TrueGrid
-  Wheel Stop

Image # 1: Little Bluestem Grass
2in to 12in tall and 24in spread at full growth.

Image #2: Little Gem Magnolia
15ft to 20ft tall and 10ft spread at full growth.

Image#3: Dwarf Wax Myrtle
6ft tall and 4ft spread at full growth.

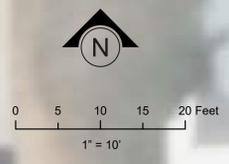
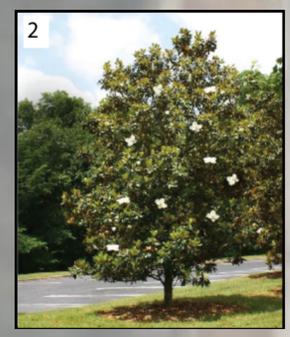
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3ft tall and 3ft spread at full growth.



A 6 feet Wrought Iron Fence is being proposed to the north of the subject site.



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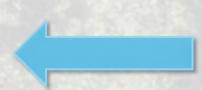
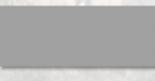
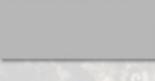
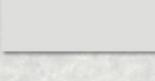
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www.doucetengineers.com
T&E Firm Number: 3937
T&P&S Firm Number: 10194551

Date:	8-11-25
Scale:	1" = 10'
Drawn by:	
Reviewer:	
Project:	1005 Pecan Street
Sheet:	1 of 1
Field Book:	
Party Chief:	

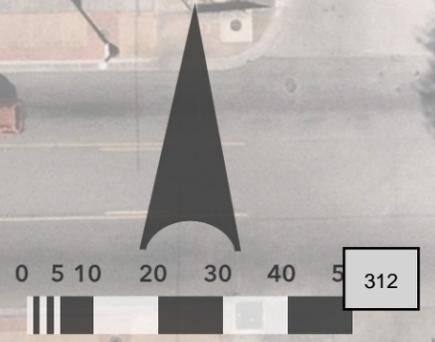
PECAN STREET

CHESTNUT STREET



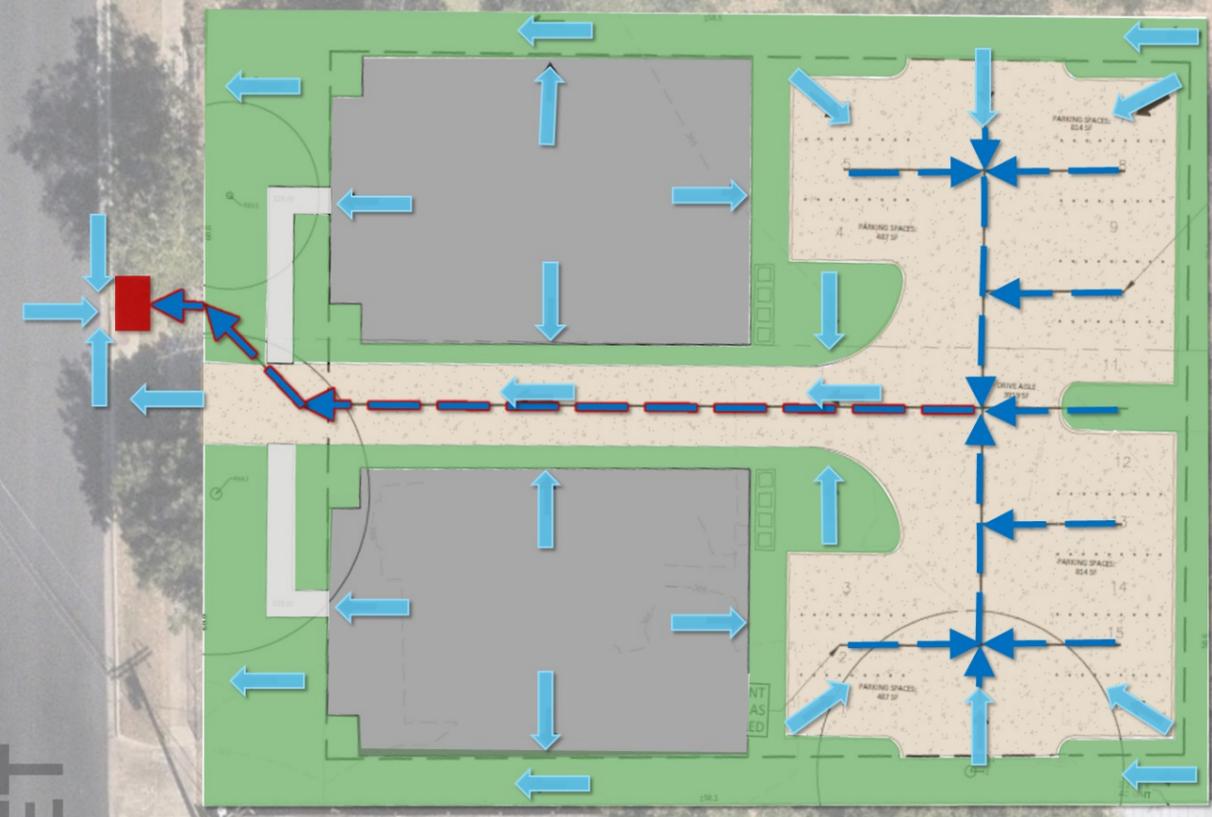
-  Existing Drainage Pattern Item 12F.
-  Existing Curb Inlet
-  Grass/Landscaping
-  Building
-  Covered Porch
-  Sidewalk/Concrete
-  Gravel Base Overgrown with Grass
-  Existing Retaining Wall

1005 Pecan Street | Existing Drainage Pattern



PECAN STREET

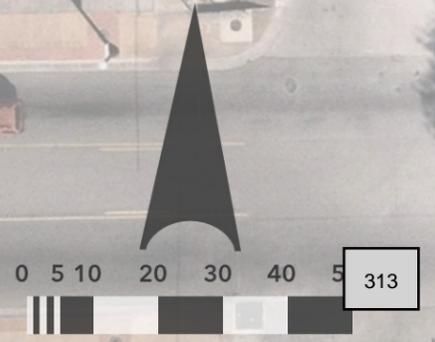
CHESTNUT STREET



- Proposed Drainage Flow Pattern
- Underground Piping
- Existing Curb Inlet
- True Grid Pervious System
- Grass/Landscaping
- Building
- Sidewalk
- Existing Retaining Wall

Item 12F.

1005 Pecan Street | Proposed Drainage Plan





STAFF REPORT

MEETING DATE: October 21, 2025

TITLE:

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

AGENDA ITEM SUBMITTED BY:

James E Cowey, Director of Development Services

BACKGROUND/HISTORY:

On January 28, 2025, the City adopted Ordinance No. 2024-47, which established a uniform parking space dimension of 10 ft x 20 ft. This was intended to improve circulation efficiency, reduce congestion, and account for larger vehicle sizes within Bastrop.

The applicant for Pecan Place has submitted a Warrant request to instead allow 9 ft x 18 ft parking spaces within their development. Staff has reviewed the request in context of the proposed site design and finds the request reasonable for the development of this scale. The narrower dimensions will still accommodate the intended residential use while reducing impervious cover, aligning with community-wide goals for flood mitigation and sustainability.

Because the project is tied to updates of the Future Land Use Map (FLUM) and the request for a Zoning Concept Scheme approval, staff recommends approval for the parking space size warrant, contingent on the approval of those related items.

PLANNING AND ZONING RECOMMENDATION:

The Planning and Zoning Commission held a meeting on September 25, 2025 and made a recommendation to City Council to deny the Warrant to allow 9 ft x 18 ft parking spaces on the subject property, **contingent upon** the denial of the Future Land Use Map update and the Zoning Concept Scheme, based on the request's alignment with the Intents of the B3 Code and its support of fiscally sustainable, geographically sensitive development. The motion passed 6-1.

FOCUS AREAS:

This item supports the City of Bastrop's Focus Areas, including:

Managing Growth: Encourages efficient land use and site design by allowing flexibility in parking standards where appropriate.

Uniquely Bastrop: Recognizes that not all developments benefit from the same design standards and that smaller parking spaces can be consistent with the scale and character of this infill project.

JUSTIFICATION & ALIGNMENT WITH B3 CODE INTENT:

The B3 Code’s Warrant process provides a mechanism for adjustments where strict adherence to the Code does not serve the project context or broader community intent.

1. Fiscal Sustainability

Allowing 9 ft x 18 ft spaces reduces the amount of paved surface, lowering construction costs while also reducing the City’s long-term burden associated with stormwater runoff and drainage infrastructure.

2. Geographically Sensitive Development

Smaller parking spaces reduce impervious cover, directly supporting Bastrop’s flood mitigation and water management goals. This outcome is consistent with the intent of the 2025 ordinance changes, while offering a site-specific balance between functionality and environmental sensitivity.

3. Perpetuation of Authentic Bastrop

The request for reduced parking dimensions is consistent with the B3 Code’s intent to allow context-sensitive flexibility. Smaller parking spaces are appropriate within this area and support the Code’s broader goals for infill development, walkability, and sustainable development patterns.

RECOMMENDATION:

Take action on Resolution No. 2025-178 pertaining to a Warrant to allow 9 ft x 18 ft parking spaces on the subject property, **contingent upon** the approval of the Future Land Use Map update and the Zoning Concept Scheme, based on the request’s alignment with the Intents of the B3 Code and its support of fiscally sustainable, geographically sensitive development.

ATTACHMENTS:

- Resolution No. 2025-178 – Pecan Place Warrant
- Attachment 1: Warrant Request Application – Pecan Place
- Attachment 2: Excerpt: B3 Code Section on Parking Dimensions

RESOLUTION NO. R-2025-178

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A WARRANT TO ALLOW 9-FOOT BY 18-FOOT PARKING SPACES ON PROPERTY WITHIN THE PECAN PLACE DEVELOPMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Bastrop Building Block (B³) Code allows the City Council to grant Warrants to authorize deviations from certain development standards where the Council finds that such deviations further the intent of the Code and are consistent with the public interest; and

WHEREAS, the applicant for the Pecan Place development has requested a Warrant to allow 9-foot by 18-foot parking spaces on 0.431 +/- acres out of the Building Block 12, East of Water Street, located at 1005 Pecan Street; and

WHEREAS, the Planning and Zoning Commission held a meeting on September 25, 2025, and recommended denial of the Warrant request contingent upon the denial of the Future Land Use Map update and the Zoning Concept Scheme; and

WHEREAS, the City Council has considered the recommendation of the Planning and Zoning Commission, the evidence and testimony presented at the public hearing, and the City’s Comprehensive Plan and Land Development Regulations; and

WHEREAS, the City Council finds that approving the Warrant for the requested parking space dimensions is consistent with the goals and policies of the City’s Comprehensive Plan and the Intents of the B3 Code, and that approval supports fiscally sustainable and geographically sensitive 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. Execution: The City Council hereby approves the Warrant to allow 9-foot by 18-foot parking spaces on the subject property, contingent upon the approval of the Future Land Use Map update and the Zoning Concept Scheme.

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

Section 4. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

Section 5. Effective Date: This Resolution shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, its Code of Ordinances, and the laws of the State of Texas.

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

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 21st day of October 2025.

[Signature Page Follows]

THE CITY OF BASTROP, TEXAS:

Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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



RC Pecan BTX, LLC

c/o RubiCrown Development LLC
 attn Shawn A. Kirkpatrick, Principal
 816 San Remo Blvd.
 Austin, TX 78734

August 1, 2025

City of Bastrop Development Services
 1311 Chestnut St.
 Bastrop, TX 78602

Reference: Warrant/Variance Request – 1005 Pecan St.
 Related to Zoning Concept Scheme – Pecan Place - #25-000023

To Whom it May Concern,

The applicant respectfully submits this request for a hardship Warrant from portions of Ordinance No. 2024-47 to permit the use of 9-foot by 18-foot parking spaces in lieu of the minimum 10-foot by 20-foot dimensions prescribed by the Bastrop Building Block (B³) Code, Section 6.3.006.

This request pertains to the rear surface parking area serving two (2) proposed quad-family buildings at 1005 Pecan Street and is a component of a broader Low Impact Development (LID) strategy utilizing TrueGrid permeable pavers. The proposed parking layout is intended to enhance stormwater management performance and reduce impervious cover in a manner consistent with the City's Fiscal Sustainability, Geographically Sensitive Development and Perpetuation of Authentic Bastrop.

We respectfully ask that this Warrant request be considered concurrently with the Zoning Concept Scheme application #25-000023.

Hardship

The applicant seeks a hardship Warrant to continue under the parking standards that were in effect on January 10, 2025, the date of the initial application. This request pertains solely to the dimensional standards of individual parking spaces.

At the pre-application meeting with City staff, the project proposed sixteen parking spaces, which complies with Ordinance 2024-47 to incorporate one (1) space per bedroom required. At the time of the first application, the applicant complied with the then-existing requirement that surface parking be in the Second or Third Layer; Ordinance 2024-47 would allow parking in First Layer.

The hardship arises from physical and regulatory conditions that are unique to the site, including its location within the Gills Branch Watershed, which encourages the use of Low Impact Development (LID) strategies such as permeable paving to meet stormwater management obligations. These conditions are not self-imposed and are not commonly shared by parcels outside the watershed boundary.

Strict enforcement of the current 10-foot by 20-foot parking space dimensions would result in increased impervious cover, undermining LID goals and creating additional burdens on stormwater infrastructure. The requirement for 10-foot by 20-foot spaces is counterintuitive to the goals of the Gills Branch Watershed and the City's emphasis on encouraging LID strategies to improve stormwater outcomes.

The requested relief is consistent with the public interest and supports Bastrop’s goals for environmental stewardship, sustainability, and authentic, walkable urban form. It will not negatively impact adjacent properties, neighborhood character, or the intent of the zoning ordinance.

- December 19, 2024 – Pre-application meeting with City Staff
- January 10, 2025 – Demolition permit application #25-000041 submitted.
- January 14, 2025 – Ordinance No. 2024-47 adopted, amending B³ Code Section 6.3.006 (Parking).

Given that the project was already in progress and based on prior City feedback, the applicant requests that relief be granted for 9-foot by 18-foot parking space dimensions.

Fiscal Sustainability

The project proposes a rear-yard, perpendicular parking layout. Approval of the reduced stall dimensions will reduce total impervious cover by approximately 304 square feet (38 square feet per stall), thereby lessening the burden on stormwater infrastructure.

Furthermore, the use of TrueGrid permeable pavers in the parking area directly supports the City's environmental management efforts by promoting infiltration and reducing runoff. These measures contribute to fiscally responsible growth and support compliance with stormwater regulations applicable within the Gills Branch Watershed.

Geographically Sensitive Development

Located within the environmentally sensitive Gills Branch watershed and Bastrop’s historic downtown core, the project applies LID principles and permeable pavement solutions to balance infill development with watershed stewardship. This approach facilitates stormwater infiltration, recharges groundwater, and minimizes impacts on drainage infrastructure.

Perpetuation of Authentic Bastrop

The rear-loaded parking design, reduced stall dimensions, and pedestrian-oriented layout reflects a historic urban form and walkability of Bastrop’s downtown neighborhoods. By preserving the small-scale rhythm and character of adjacent structures and street frontage, the project enhances neighborhood compatibility and reinforces Bastrop’s authentic town character.

We appreciate the City’s ongoing coordination and review. Please feel free to contact me with any questions or to request additional information.

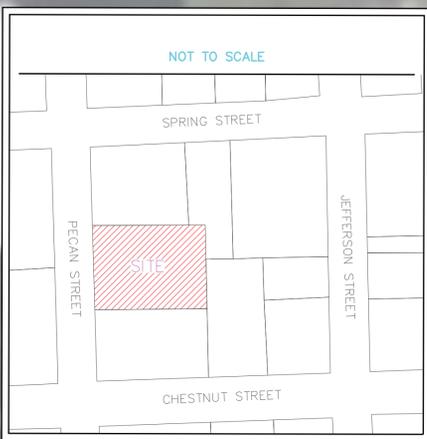
Sincerely,

Shawn A. Kirkpatrick, Principal
[Signed Electronically]

RC Pecan BTX LLC
c/o RubiCrown Development LLC
816 San Remo Blvd.
Austin, TX 78734
shawn@rubicrown.com
(512) 988-6443 mobile

Cc: Chris Kirby, Bastrop Law Group
Lindsey Oskoui, Doucet Engineering
Tracy Bratton, Doucet Engineering

1005 PECAN STREET LANDSCAPE AND SCREENING PLAN



-  Dwarf Wax Myrtle (10)
2 to 3 feet in height at Planting
-  Little Gem Magnolia (3)
3 to 5 feet in height at Planting
-  Anthony Waterer Spirea (10)
3 to 5 feet in height at Planting
-  Little Bluestem Grass (18)
1 feet to 3 feet in height at Planting
-  Existing Tree
-  Wrought Iron Fence
-  Natural Wood Privacy Fence
-  Centerline
-  TrueGrid

Image # 1: Little Bluestem Grass
2in to 12in tall and 24in spread at full growth.

Image #2: Little Gem Magnolia
15ft to 20ft tall and 10ft spread at full growth.

Image#3: Dwarf Wax Myrtle
6ft tall and 4ft spread at full growth.

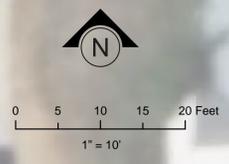
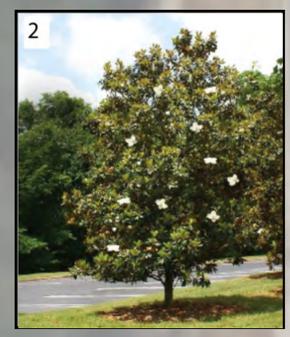
Image #4: Anthony Waterer Spirea
3ft tall and 3ft spread at full growth.



A 6 feet Wrought Iron Fence is being proposed to the north of the subject site.



A natural wooden privacy fence, measuring 4 feet to 6 feet in height, is proposed for the subject site. This fence will be positioned along the northern, southern, and eastern boundaries of the development.



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www.doucetengineers.com
T&E Firm Number: 3937
T&P&S Firm Number: 10194551

Date:	6/2/25
Scale:	1" = 10'
Drawn by:	
Reviewer:	
Project:	1005 Pecan Street
Sheet:	1 of 1
Field Book:	
Party Chief:	
	321



STAFF REPORT

MEETING DATE: October 21, 2025

TITLE:

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

AGENDA ITEM SUBMITTED BY:

Vivianna Nicole Andres, Assistant to the City Manager

BACKGROUND/HISTORY:

The Bastrop City Council adopted its first Roadway Impact Fee Ordinance in 2023. The Roadway Impact Fee Ordinance was established to provide the City with an opportunity to collect a Roadway Impact Fee when new developments are platted. The Impact Fee collected will be used to fund the construction of new streets.

The Impact Fee is based on the date of the approval of the Final Plat, the type/use of structure being constructed, and the service area in which the property is located. Under the ordinance, the City is divided into two service areas on the Transportation Service Area Map, with the Colorado River being the dividing line. The property must be located within one of the designated Service Areas on the map to be eligible for the Impact Fee to be applied. Also, the boundary of the Service Areas is based on the city limits.

Since the adoption of the ordinance, the City of Bastrop has annexed additional land into its municipal limits. This update seeks to revise the ordinance to include newly annexed areas.

FOCUS AREAS:

The City of Bastrop has identified nine Focus Areas to successfully achieve its vision and mission. One of the Focus Areas is “Managing Growth,” which is defined as:

“Maintain Bastrop’s unique feel and character while meeting the needs of the population through facilitation of responsible development and redevelopment.”

As the community continues to grow, the City will need to extend streets to accommodate the growth. To ensure that the City is able to manage this need in a fiscally responsible way, the staff is proposing to amend the Roadway Impact Fee Service Area Map and Ordinance to include annexed properties.

IMPACT FEE ADVISORY COMMITTEE RECOMMENDATION:

In accordance with Chapter 395 of the Texas Local Government Code, the Impact Fee Advisory Committee met on August 28, 2025, and unanimously voted to recommend approval of the changes as presented to the Roadway Impact Fees.

RECOMMENDATION:

Take action to approve amending the Bastrop Code of Ordinances, Chapter 13, Article 13.12 – Impact Fees, Division 4 – Roadway Facilities, to apply the Roadway Impact Fee to newly annexed areas; amending the Service Areas Map to which the Roadway Impact Fees apply to include annexed areas; and move to include on the November 4, 2025, City Council agenda for a second reading.

ATTACHMENTS:

1. Ordinance No. 2025-63
2. Exhibit A: Bastrop Code of Ordinances, Chapter 13, Article 13.12 – Impact Fees, Division 4 – Roadway Facilities
3. Exhibit B: Service Areas Map
4. Exhibit C: Updated Traffic Impact Fee Study

ORDINANCE NO. 2025-63

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES, CHAPTER 13, ARTICLE 13.12 – IMPACT FEES, DIVISION 4 – ROADWAY FACILITIES, TO APPLY THE ROADWAY IMPACT FEE TO NEWLY ANNEXED AREAS; AMENDING THE SERVICE AREAS MAP TO WHICH THE ROADWAY IMPACT FEES APPLY TO INCLUDE ANNEXED AREAS; PROVIDING FOR ASSESSMENT OF SAID IMPACT FEES; PROVIDING FOR THE GENERAL ADMINISTRATION OF SAID IMPACT FEES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE AND AN OPEN MEETINGS CLAUSE.

WHEREAS, Texas Local Government Code, chapter 395, authorizes and provides the requirements for political subdivisions to impose impact fees on new developments in order to generate funding or recoup the costs of capital improvements or facility expansion necessitated by and attributable to the new development; and

WHEREAS, the Statute requires the City to conduct an impact fee study to determine the feasibility of adopting impact fees and the study includes development of the City’s Land Use Assumptions and Capital Improvements Plan Report and the calculation of the maximum allowable impact fees; and

WHEREAS, pursuant to Texas Local Government Code, chapter 395, the City established and adopted a Roadway Impact Fee in Ordinance No. 2023-38 in December 2023; and

WHEREAS, certain updates to the impact fee service area maps were required to reflect newly annexed areas being included in the City limits, the Impact Fee Advisory Committee reviewed the proposed amendments to the impact fee on August 28, 2025, and the City Council reviewed the proposed amendments to the impact fee on October 21, 2025, after notices and public hearings as required by Texas Local Government Code, chapter 395; and

WHEREAS, the City Council finds that certain areas annexed into the City limits after the initial adoption of the Roadway Impact Fee in Ordinance No. 2023-38 should be included in the service areas for the impact fee; and

WHEREAS, the City Council finds that the City has fully complied with Texas Local Government Code, chapter 395, in adopting and imposing the impact fees in this ordinance; and

WHEREAS, the City Council finds it to be in the best interest of the citizens of the City to adopt and approve the impact fees and related administrative processes described herein.

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

- Section 1. Findings of Fact.** The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

- Section 2. Amendment of Roadway Impact Fee Service Area.** The City Council hereby approves and adopts the amended Service Area map for the Roadway Impact Fees, attached as hereto as *Exhibit B*.

- Section 2. Amendment:** Chapter 13, Article 13.12 – Impact Fees, Division 4 – Roadway Facilities of the City of Bastrop Code of Ordinances is hereby amended to read as set forth in *Exhibit A* attached hereto and incorporated herein for all purposes.

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

- Section 4. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

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

- Section 6. Effective Date:** This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, Code of Ordinances, and the laws of the State of Texas.

- Section 7. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code,

Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ & ACKNOWLEDGED on First Reading on this the 21st day of October 2025.

READ & ADOPTED on Second Reading on this the 4th day of November 2025.

APPROVED:

by: _____
Ishmael Haris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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



Exhibit A

**City of Bastrop
Code of Ordinances
Chapter 13: Utilities
Article 13.12 : IMPACT FEES**

DIVISION 4. – ROADWAY FACILITIES

Sec. 13.12.094 Service areas; applicability; effective date

(a) The city is hereby divided into two roadway service areas as shown on the official roadway service area map. The official roadway service area map, which, together with all explanatory matter thereon, is hereby adopted by reference and declared to be a part of this article. The official roadway service area map shall be identified by the signature of the mayor attested by the city secretary and bearing the seal of the City of Bastrop under the following words:

“This is to certify that this is the official roadway service area map referred to in Article 13.12.027 of the Code of Ordinances, City of Bastrop, Texas.”

- (b) The provisions of this article apply to all new development within the service areas described above. The provisions of this article apply uniformly within each roadway service area.
- (c) This article is intended to ensure the provision of adequate roadway facilities to serve new development in the city by requiring each development to pay its share of the costs of such improvements necessitated by and attributable to such new development.
- (d) This article shall take effect on December 12th, 2023.

Sec. 13.12.095 Roadway impact fees per service unit.

(a) The city hereby adopts the maximum assessable roadway impact fee per service unit for each roadway service area set forth in Table A below. Each new development shall be assessed the maximum assessable roadway impact fee and shall pay the roadway impact fee collection rate set forth in Table B, as applicable, minus any applicable offsets, as described herein.

**Table A
MAXIMUM ASSESSABLE ROADWAY IMPACT FEE PER SERVICE UNIT**

Service Area A	\$2,349.00 \$2,033.00
Service Area B	\$1,414.00

(b) The roadway impact fee per service unit for all service areas shall be adopted, assessed, and collected as set forth below. No building permit shall be issued

until an assessment of an impact fee pursuant to this article is made and paid in accordance with the assessment and collection procedures set forth herein.

- (1) For all property with final plat approval dated before the effective date of this article, the roadway impact fees will be assessed on December 12th, 2023 and will be charged at building permit application dated on or after December 12th, 2024 as set forth in Table B. No roadway impact fees shall be collected for any building permit issued prior to December 12th, 2024.
- (2) For all property with final plat approval on or after the effective date of this article, the roadway impact fees will be assessed at final plat approval and will be charged at building permit application as set forth in Table B1—~~B2~~. No roadway impact fees shall be collected for any building permit issued prior to December 12, 2024.

Table B1

Collection Rate Table: Plats December 12, 2024—December 12, 2025

Service Areas	Collection Rate
A	\$1,526.85
B	\$919.10

Table B2

Collection Rate Table: Plats December 13, 2025 and Later

Service Areas	Collection Rate
A	\$1,996.65
B	\$1,201.90

~~**Table B3**~~

~~**Collection Rate Table: Plats December 13, 2026 and Later**~~

Service Areas	Collection Rate
A	\$2,349.00
B	\$1,414.00

- (c) The land use vehicle-mile equivalency tables are set forth below:

Table C
Land Use Vehicle-Mile Equivalency Table ("LUVMET")

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Trip Rate	Trip Length (mi)	Adj. For 0-D	Adj. Trip Length (mi)	Max Trip Length (mi)	Veh-Mi Per Dev-Unit
PORT AND TERMINAL										
Truck Terminal	30	1,000 SF GFA	1.87	0%	1.87	13.20	50%	6.60	6.00	11.22
INDUSTRIAL										
General Light Industrial	110	1,000 SF GFA	0.65	0%	0.65	13.20	50%	6.60	6.00	3.90
Industrial Park	130	1,000 SF GFA	0.34	0%	0.34	13.20	50%	6.60	6.00	2.04
Warehousing	150	1,000 SF GFA	0.18	0%	0.18	13.20	50%	6.60	6.00	1.08
Mini-Warehouse	151	1,000 SF GFA	0.15	0%	0.15	13.20	50%	6.60	6.00	0.90
RESIDENTIAL										
Single-Family Detached Housing	210	Dwelling Unit(s)	0.94	0%	0.94	7.81	50%	3.91	3.91	3.68
Single-Family Attached Housing	215	Dwelling Unit(s)	0.57	0%	0.57	7.81	50%	3.91	3.91	2.23
Multifamily Housing (Low-Rise)	220	Dwelling Unit(s)	0.51	0%	0.51	7.81	50%	3.91	3.91	1.99
Multifamily Housing (Mid-Rise)	221	Dwelling Unit(s)	0.39	0%	0.39	7.81	50%	3.91	3.91	1.52
Multifamily Housing (High-Rise)	222	Dwelling Unit(s)	0.32	0%	0.32	7.81	50%	3.91	3.91	1.25
Senior Adult Housing—Detached	251	Dwelling Unit(s)	0.30	0%	0.30	7.81	50%	3.91	3.91	1.17
Senior Adult Housing—Attached	252	Dwelling Unit(s)	0.25	0%	0.25	7.81	50%	3.91	3.91	0.98
Assisted Living	254	Bed(s)	0.24	0%	0.24	7.81	50%	3.91	3.91	0.94
LODGING										
Hotel	310	Room(s)	0.59	0%	0.59	6.41	50%	3.20	3.20	1.89

Motel	320	Room(s)	0.36	0%	0.36	6.41	50%	3.20	3.20	1.15
RECREATIONAL										
Campground/RV Park	416	Occupied Campsite(s)	0.27	0%	0.27	10.95	50%	5.47	5.47	1.48
Golf Driving Range	432	Driving Position(s)	1.25	0%	1.25	10.95	50%	5.47	5.47	6.84
Golf Course	430	Hole(s)	2.91	0%	2.91	10.95	50%	5.47	5.47	15.92
Recreational Community Center	495	1,000 SF GFA	2.50	0%	2.50	10.95	50%	5.47	5.47	13.68
Ice Skating Rink	465	1,000 SF GFA	1.33	0%	1.33	10.95	50%	5.47	5.47	7.28
Miniature Golf Course	431	Hole(s)	0.33	0%	0.33	10.95	50%	5.47	5.47	1.81
Multiplex Movie Theater	445	Screen(s)	13.96	0%	13.96	10.95	50%	5.47	5.47	76.36
Racquet/Tennis Club	491	Court(s)	3.82	0%	3.82	10.95	50%	5.47	5.47	20.90
INSTITUTIONAL										
Elementary School	520	Students(s)	0.16	0%	0.16	1.67	50%	0.83	0.83	0.13
Middle School/Junior High School	522	Students(s)	0.15	0%	0.15	1.67	50%	0.83	0.83	0.12
High School	525	Students(s)	0.14	0%	0.14	1.67	50%	0.83	0.83	0.12
Church	560	1,000 SF GFA	0.49	0%	0.49	1.67	50%	0.75	0.75	0.37
Day Care Center	565	1,000 SF GFA	11.12	44%	6.23	1.67	50%	0.83	0.83	5.17
University/College	550	Students	0.15	0%	0.15	1.67	500%	0.83	0.83	0.12
MEDICAL										
Clinic	630	1,000 SF GFA	3.69	0%	3.69	5.99	50%	3.00	3.00	11.07
Hospital	610	1,000 SF GFA	0.86	0%	0.86	5.99	50%	3.00	3.00	2.58
Nursing Home	620	Bed(s)	0.14	0%	0.14	5.99	50%	3.00	3.00	0.42
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	3.53	30%	2.47	5.99	50%	3.00	3.00	7.41
OFFICE										
Corporate Headquarters Building	714	1,000 SF GFA	1.30	0%	1.30	7.04	50%	3.52	3.52	4.58
General Office Building	710	1,000 SF GFA	1.44	0%	1.44	7.04	50%	3.52	3.52	5.07

Medical-Dental Office Building	720	1,000 SF GFA	3.93	0%	3.93	7.04	50%	3.52	3.52	13.83
Single Tenant Office Building	715	1,000 SF GFA	1.76	0%	1.76	7.04	50%	3.52	3.52	6.20
Office Park	750	1,000 SF GFA	1.30	0%	1.30	7.04	50%	3.52	3.52	4.58
COMMERCIAL										
Automobile Related										
Automobile Care Center	942	1,000 SF GLA	3.11	40%	1.87	5.83	50%	2.92	2.92	5.46
Automobile Parts Sales	843	1,000 SF GFA	4.90	43%	2.79	5.83	50%	2.92	2.92	8.15
Gasoline/Service Station	944	Fueling Position(s)	13.91	57%	5.98	1.51	50%	0.75	0.75	4.49
Gasoline/Service Station w/ Convenience Market	945	Fueling Position(s)	18.42	56%	8.10	1.51	50%	0.75	0.75	6.08
Automobile Sales (New)	840	1,000 SF GFA	2.42	20%	1.94	5.83	50%	2.92	2.92	5.66
Quick Lubrication Vehicle Shop	941	Servicing Position(s)	4.85	40%	2.91	5.83	50%	2.92	2.92	8.50
Automated Car Wash	948	Car Wash Tunnel(s)	77.50	40%	46.50	1.51	50%	0.76	0.76	35.34
Tire Store	848	1,000 SF GFA	2.09	25%	1.57	5.83	50%	2.92	2.92	4.58
Dining:										
Fast Food Restaurant w/ D.T.	934	1,000 SF GFA	33.03	50%	16.52	1.55	50%	0.78	0.78	12.89
Fast Food Restaurant w/o D.T.	933	1,000 SF GFA	33.21	50%	16.61	1.55	50%	0.78	0.78	12.96
High-Turnover(Sit-Down) Restaurant	932	1,000 SF GFA	9.05	43%	5.16	1.55	50%	0.78	0.78	4.02
Quality Restaurant	931	1,000 SF GFA	7.80	44%	4.37	1.55	50%	0.78	0.78	3.41

Coffee/Donut Shop w/ D.T.	937	1,000 SF GFA	38.99	70%	11.70	1.55	50%	0.78	0.78	9.13
Other Retail										
Free-Standing Discount Store	813	1,000 SF GFA	4.83	20%	3.86	5.83	50%	2.92	2.92	11.27
Nursery (Garden Center)	817	1,000 SF GFA	6.94	30%	4.86	5.83	50%	2.92	2.92	14.19
Home Improvement Superstore	862	1,000 SF GFA	2.29	42%	1.33	5.83	50%	2.92	2.92	3.88
Pharmacy/Drugstore w/o Drive-Through Window	880	1,000 SF GFA	8.51	53%	4.00	5.83	50%	2.92	2.92	11.68
Pharmacy/Drugstore w/ Drive-Through Window	881	1,000 SF GFA	10.25	49%	5.23	5.83	50%	2.92	2.92	15.27
Shopping Center (>150k SF)	820	1,000 SF GFA	3.40	29%	2.41	5.83	50%	2.92	2.92	7.04
Shopping Center (40—150k SF)	821	1,000 SF GFA	5.19	40%	3.11	5.83	50%	2.92	2.92	9.08
Retail Strip Plaza (<40k SF)	822	1,000 SF GFA	6.59	40%	3.95	5.83	50%	2.92	2.92	11.53
Supermarket	850	1,000 SF GFA	8.95	24%	6.80	5.83	50%	2.92	2.92	19.86
Toy/Children's Superstore	864	1,000 SF GFA	5.00	30%	3.50	5.83	50%	2.92	2.92	10.22
Department Store	875	1,000 SF GFA	1.95	30%	1.37	5.83	50%	2.92	2.92	4.00
SERVICES										
Walk-In Bank	911	1,000 SF GFA	12.13	40%	7.28	6.11	50%	3.05	3.05	22.20
Drive-In Bank	912	Drive-in Lane(s)	21.01	35%	13.66	6.11	50%	3.05	3.05	41.66
Hair Salon	918	1,000 SF GLA	1.45	30%	1.02	6.11	50%	3.05	3.05	3.11

- (d) The maximum assessable roadway impact fee per service unit set forth in Table A that is assessed to new development is declared to be the roughly proportionate measure of the impact(s) generated by a new unit of development on the city's transportation system. To the extent that the roadway impact fee per service unit collected is less than the maximum assessable roadway impact fee per service unit, such difference is hereby declared to be founded on policies unrelated to the measurement of the actual impacts of the development on the city's transportation system. The maximum assessable roadway impact fee per service unit may be used in evaluating any claim by an applicant, developer, or property owner that the dedication, construction, or contribution of a capital improvement imposed as a condition of development approval pursuant to the city's regulations is not roughly proportionate to the impact(s) of the new development on the city's transportation system.
- (e) Except as herein otherwise provided, the payment of a roadway impact fee shall be additional and supplemental to, and not in substitution of, any other tax, fee, charge or assessment which is lawfully imposed on and due against the new development.

Exhibit B

[Updated Map of Roadway Service Areas, including newly annexed areas since July 2023]

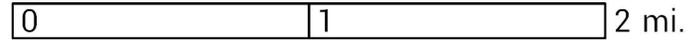
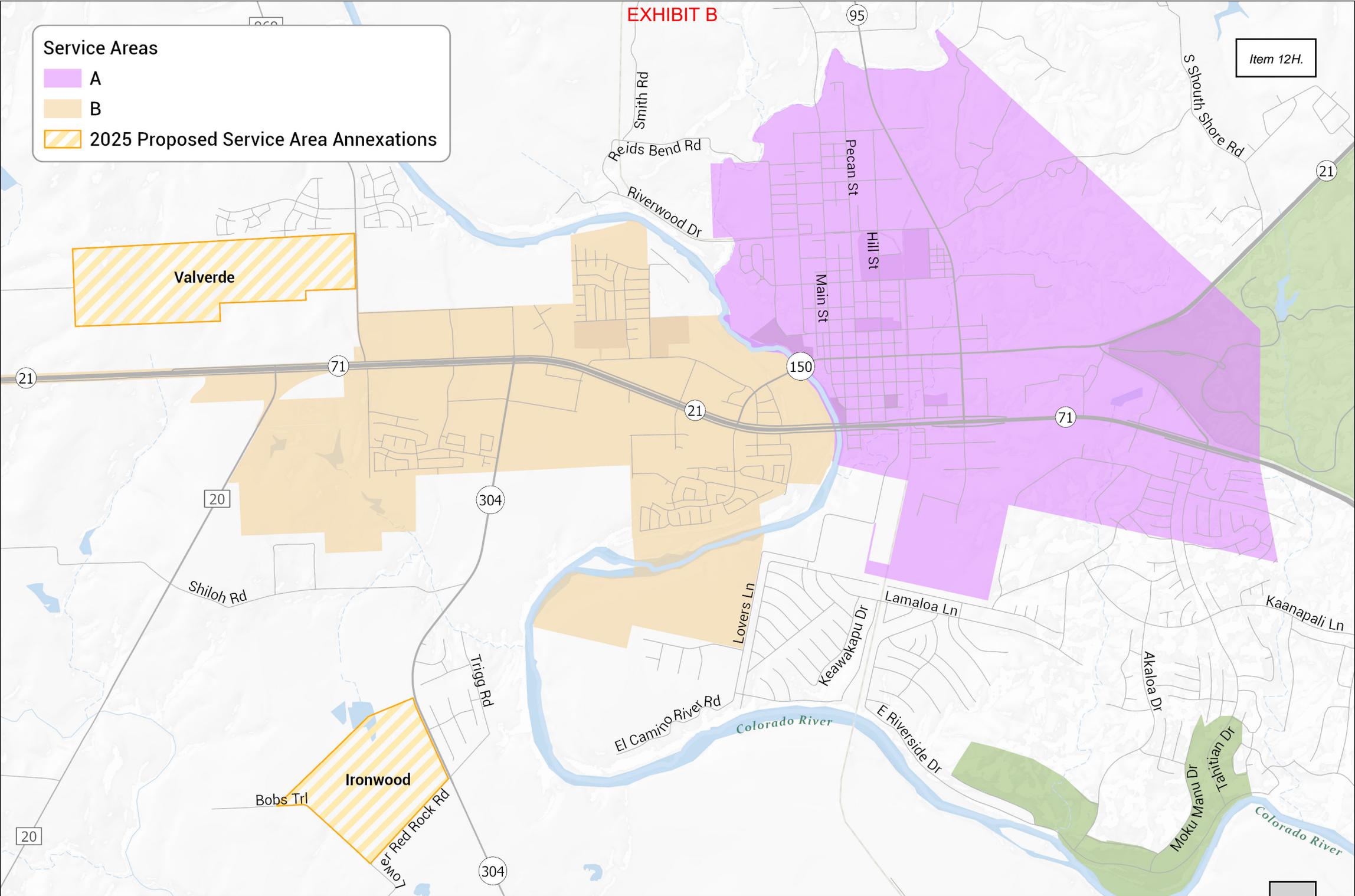
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EXHIBIT B

Service Areas

-  A
-  B
-  2025 Proposed Service Area Annexations

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CITY OF BASTROP, TEXAS
TRANSPORTATION IMPACT FEE STUDY
AUGUST 2025 UPDATE



August
2025

Prepared for the City of Bastrop

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1. EXECUTIVE SUMMARY

A. INTRODUCTION

Impact Fees are a mechanism for funding the public infrastructure necessitated by new development. Across the country, they are used to fund police and fire facilities, parks, schools, roads, and utilities. In Texas, the legislature has allowed their use for transportation, drainage, water, and wastewater facilities. In 2022, the City of Bastrop began exploring Transportation Impact Fees as a recommendation to be used as a funding tool for infrastructure needs as a result of growth in the City. **Items updated in the August 2025 update are highlighted for ease of comparison with the original study.**

In the most basic terms, impact fees are meant to recover the incremental cost of the impact of each new unit of development towards new infrastructure needs. Impact Fees are a mathematical calculation that determine a maximum fee that would be equivalent to growth paying for growth. This study's purpose is to calculate the maximum Transportation Impact Fee per service unit of new growth.

The Maximum Impact Fee is considered an appropriate measure of the impacts generated by a new unit of development on a City's infrastructure system. An impact fee program is anticipated to be designed so that it is **predictable** for both the development community and City. An impact fee program is **transparent**. This report describes in detail how the fee is calculated and how the Impact Fee Advisory Committee (IFAC) monitors the Impact Fee program. An impact fee program is **flexible** in that funds can be used on priority projects and not just on projects adjacent to a specific development. An impact fee program is both **equitable** and **proportional** in that every new development pays an equal fee that is directly related to its systemwide impact.

B. IMPACT FEE BASICS

Service Areas

A Service Area is a geographic area within which a unique maximum impact fee is determined. All fees collected within the Service Area must be spent on eligible improvements within the same Service Area. For Transportation Impact Fees, the Service Area may not exceed a 6-mile diameter trip length, per Texas Local Government Code (TLGC) Chapter 395.001(9). In Bastrop, this results in the creation of two (2) separate Transportation Service Areas due to the longest trips in the City limits exceeding 6 miles.

Land Use Assumptions

The Impact Fee determination is required to be based on the projected growth and corresponding capacity needs in a 10-year window. This study considers the years 2023-2033. The 10-year increase in residential units is projected to be **8,977 units** within the City Limits. The 2033 projections show an increase of **6,209,000 square feet** of non-residential land uses over the 10-year window. These projections set the basis for determining transportation network loadings and demands to serve new growth. The distribution of residential and non-residential growth utilized information from historical growth trends and input from City staff on known future development locations.

Service Units

The “service unit” is a measure of consumption or use of the capital facilities by new development. In other words, it is the unit of measure used to quantify the supply and demand for roads and utilities in the City. Service units are attributable to an individual unit of development and utilized to calculate the maximum impact fee of a development.

For transportation purposes, the service unit is defined as a vehicle-mile. A “vehicle-mile” refers to the capacity consumed in a single lane by a vehicle making a trip one mile in length during the PM peak hour. The PM peak hour is the one-hour period during the afternoon/evening when the highest vehicular volumes are observed. In accordance with the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition*, the PM peak is used as the basis for transportation planning and the estimation of trips caused by new development.

Capital Improvement Plans

The City and project staff have identified the roadway projects needed to accommodate the projected growth over the next ten (10) years within the City of Bastrop. These projects include existing and proposed projects that were determined based on their current or anticipated impact on each defined Service Area and the City as a whole.

Transportation Impact Fee Capital Improvement Plan

The City of Bastrop Transportation Master Plan (TMP) is the ultimate plan for the roadway infrastructure within the City Limits. The projects on the Transportation Impact Fee Capital Improvement Plan (TIF CIP) were selected from the TMP and cover existing and proposed roadway improvements, as well as intersection improvements with 10-year growth potential. The project team and City staff identified roadway and intersection projects with a projected total project cost (not impact fee eligible cost) of \$121,805,560 over two (2) Transportation Service Areas. **The TIF CIP is unchanged in the August 2025 update and new projects were not added.**

Recoverable Project Costs

Impact Fees are a one-time fee meant to recover the incremental cost of the impact of each new unit of development creating new infrastructure needs within a ten-year window. With this consideration, the maximum assessable impact fee does not

specifically cover the entire cost of a roadway project. The calculations that determine the percentage of a project's cost that is impact fee eligible are defined as the project's *recoverable cost*.

Roadway Recoverable Project Costs

The recoverable costs for roadway projects are calculated by first determining the net capacity of vehicle-miles supplied to support future growth within a 10-year window. This net capacity is then multiplied by the percentage of roadway capacity added attributable to this 10-year growth. This growth percentage is obtained through the derivation of a *transportation demand factor* (TDF), which computes the total vehicle-miles associated to a single land use development unit, converting growth to service units. The TDF is applied to roadway project capacities to determine the net vehicle-miles supplied and growth projections for vehicle-miles demand to calculate the growth percentage needed to determine the total recoverable project costs.

Maximum Assessable Impact Fee Calculation

In simplest terms, the maximum impact fee allowable by law is calculated by dividing the recoverable cost of the Capital Improvement Plans by the number of new service units of development. In accordance with state law, both the cost of the Capital Improvement Plan and the number of new service units of development used in the equation are based on the growth and corresponding capacity needs projected to occur within a 10-year window. This calculation is performed for each service area individually; each service area has a stand-alone Capital Improvement Plan and 10-year growth projection.

Adoption Process

Chapter 395 of the Texas Local Government Code stipulates a specific process for the adoption of impact fees. A Capital Improvements Advisory Committee (CIAC) is

required to review the Land Use Assumptions and the Impact Fee Capital Improvements Plan used in calculating the maximum fee, and to provide the Committee's findings for consideration by the City Council. In Bastrop, the existing Impact Fee Advisory Committee (IFAC) served this role. The IFAC also reviews the calculation and resulting maximum fees and provides its findings to the City Council. The composition of the IFAC is required to have adequate representation of the building and development communities. In Bastrop, the IFAC members include real estate, development, and building industry professionals including an ETJ representative. The City Council then conducts a public hearing on the Land Use Assumptions, Impact Fee Capital Improvements Plan, and Impact Fee Ordinance.

Following policy adoption, the IFAC is tasked with advising the City Council of the need to update the Land Use Assumptions or the Impact Fee Capital Improvements Plan at any time up to a maximum of five years of adoption. Finally, the CIAC oversees the proper administration of the Impact Fee, once in place, and advises the Council as necessary.

Chapter 395 of the Texas Local Government Code requires a total of two (2) public hearings before Council to approve an impact fee program. The first public hearing to discuss the land use assumptions and capital improvements plan was held on June 13, 2023. The second public hearing is scheduled to be held September 12th, 2023 with the intent of presenting a proposal for impact fee calculations and the adoption of an impact fee report (this study) and ordinance.

Chapter 395 of the Texas Local Government Code requires one (1) public hearing before Council for updates to an existing impact fee program. A public hearing is anticipated to be held on October 14, 2025 for the 2025 Update.

2. INTRODUCTION

Chapter 395 of the Texas Local Government Code (TLGC) describes the procedure Texas cities must follow in order to create and implement impact fees. Senate Bill 243 (SB 243) amended Chapter 395 in September 2001 to define an impact fee as “a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development.”

The City of Bastrop **previously** retained Kimley-Horn to provide professional transportation engineering services for the 2023 Transportation Impact Fee Study **and has retained The Goodman Corporation to provide professional engineering services for the 2025 update.** This report includes details of the Transportation Impact Fee calculation methodology in accordance with Chapter 395, the applicable Land Use Assumptions, development of the TIF CIP, and the Land Use Vehicle-Mile Equivalency Table.

This report introduces and references two of the basic inputs to the Transportation Impact Fee:

1. **Land Use Assumptions** (Pg. 11)
2. **Capital Improvement Plan** (Pg. 18)

Information from the Land Use Assumptions and this Capital Improvement Plan are used extensively throughout the remainder of the report.

This report consists of a detailed discussion of the methodology for the computation of impact fees and is broken into three components:

1. **Methodology for Transportation Impact Fees** (Pg. 23)
2. **Transportation Impact Fee Calculation** (Pg. 35)
3. **Plan for Awarding the Transportation Impact Fee Credit** (Pg. 39)

The components of the **Methodology for Transportation Impact Fees** include development of:

- Service Areas
- Service Units
- Cost Per Service Unit
- Cost of the CIP
- Service Unit Calculation

The components of the **Transportation Impact Fee Calculation** include:

- Maximum Assessable Impact Fee Per Service Unit
- Service Unit Demand Per Unit of Development

This report also includes a section concerning the **Plan for Awarding the Transportation Impact Fee Credit**. This involves the calculation of the applicable ad valorem tax credit required by law to help fund the Transportation Impact Fee CIP.

The final section of the report is the **Conclusion**, which presents the findings of the update analysis and summarizes the report.

3. TRANSPORTATION IMPACT FEE CALCULATION INPUTS

A. LAND USE ASSUMPTIONS

Purpose

Impact Fees are a mechanism for funding the public infrastructure necessitated by growth. In the most basic terms, impact fees are meant to recover the incremental cost of the impact of each new unit of development growth creating new infrastructure needs. In order to assess an impact fee, Land Use Assumptions must be developed to provide the basis for residential and employment growth projections within a municipality. As defined by Chapter 395 of the Texas Local Government Code, these assumptions include a description of changes in land uses, densities, and development in the service area. The land use assumptions are then used in determining the need and timing of transportation improvements to serve future development.

This section documents the process used to develop the Land Use Assumptions for the City of Bastrop's Transportation Impact Fee Study. In accordance with Chapter 395 of the Texas Local Government Code, Transportation Impact fees must be calculated based on reasonable expectations of residential and employment growth within the next ten years (2023-2033). The following resources provided the information required to complete the Land Use Assumptions:

- Projected new developments
- Developments currently under construction
- Recently platted developments
- City of Bastrop Comprehensive Plan
- City of Bastrop Transportation Master Plan
- City of Bastrop staff

Components of the Land Use Assumptions Section

The Land Use Assumptions include the following components:

1. **Impact Fee Study Service Areas** - Explanation of the divisions of Bastrop into service areas for Transportation Impact fees.
2. **Land Use Assumptions Methodology** - An overview of the general methodology used to generate the land use assumptions.
3. **Ten-Year Growth Assumptions** - Walk-through of the growth projections for 2023-2033.

Impact Fee Study Service Areas

Service Area Definition

According to Chapter 395 of the Local Government Code, a Service Area refers to the area within the corporate boundaries or extraterritorial jurisdiction of the political subdivision to be served by the capital improvement or facilities specified in the Capital Improvement Plan. Funds collected in the specific service areas must be spent in the service area collected. Chapter 395 specifies that “the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six (6) miles.” This resulted in the creation of two (2) service areas in the City of Bastrop. **The 2025 Update amends the original service areas to account for annexations of land since the original 2023 study.**

Transportation Impact Fee Service Areas

The geographic boundaries of the two (2) impact fee service areas for transportation facilities are shown in **Exhibit 1**. For roadway facilities, the service areas are limited to those areas within the current corporate limits. Therefore, areas within the extraterritorial jurisdiction (ETJ) are excluded from this study.



The Colorado River serves as the primary service area boundary (except for a small area off of Lovers Lane to maintain contiguity), dividing the City into Service Area A to the west and Service Area B to the east. At locations where service area boundaries follow a thoroughfare facility, the proposed boundary is intended to follow the centerline of the roadway. In cases where a service area boundary follows the City Limits, only those portions of the facility within the City Limits area are included in the service area.

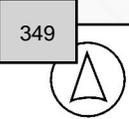
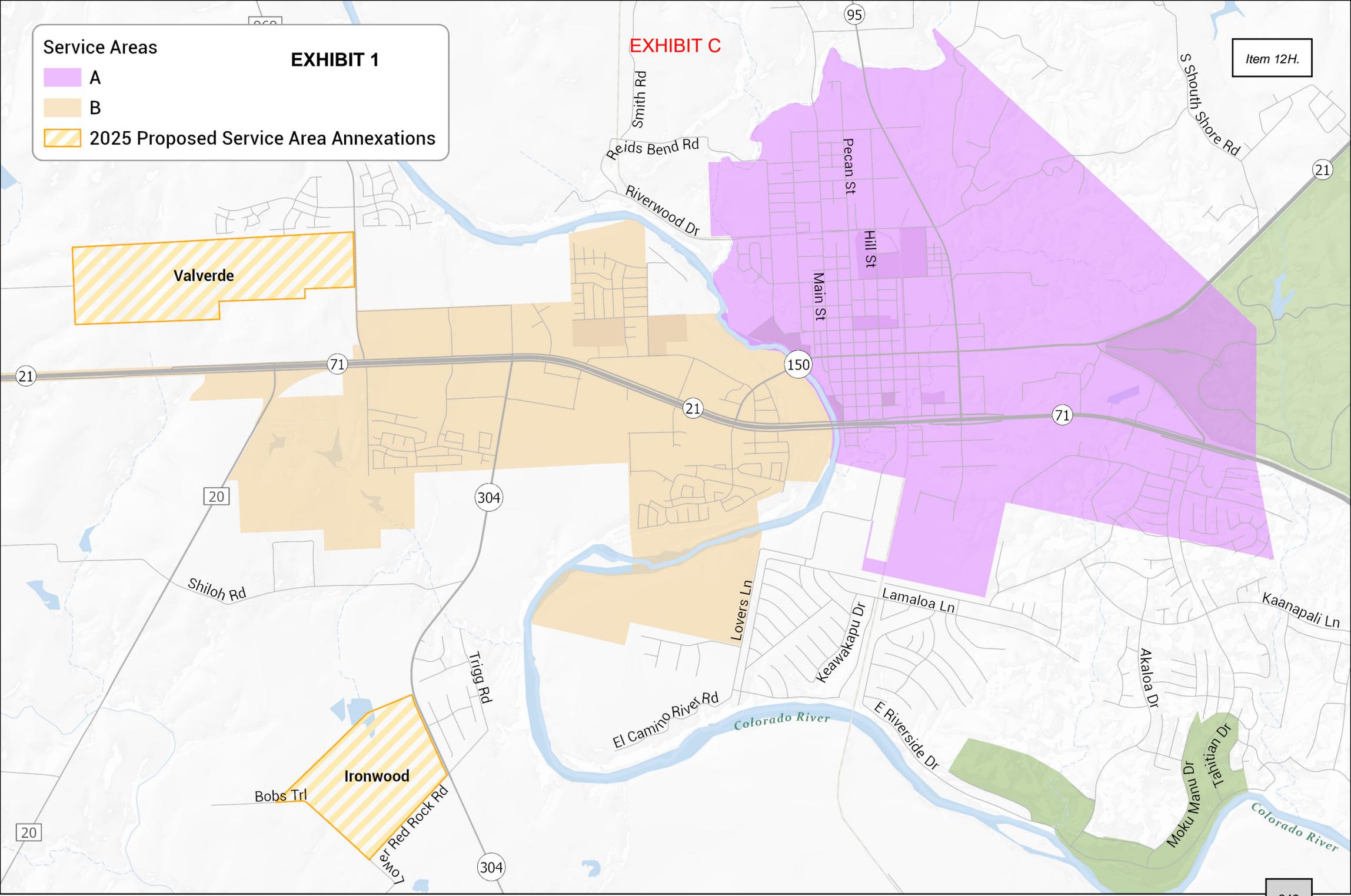
EXHIBIT 1

Service Areas

-  A
-  B
-  2025 Proposed Service Area Annexations

EXHIBIT C

Item 12H.



Land Use Assumptions Methodology

The following factors were considered in developing the residential and employment projections:

- Character, type, density, location, and quantity of existing development;
- Growth trends and historical data;
- Location of vacant land;
- City of Bastrop Comprehensive Plan;
- City of Bastrop Transportation Master Plan;
- Physical restrictions (i.e. flood plains); and
- Planned development data.

The residential and employment estimates were all compiled in accordance with the following categories:

Residential Units – Number of residential dwelling units, including *single-family* and *multifamily*

Employment – Square feet of building area based on three (3) different classifications. Each classification has unique trip making characteristics.

Basic - Land use activities that produce goods and services, including those that are exported outside the local economy (i.e. manufacturing, construction, transportation, wholesale, trade, warehousing, and other industrial uses)

Service - Land use activities which provide personal and professional services such as government and other professional offices

Retail - Land use activities which provide for the retail sale of goods that primarily serve households and whose location choice is oriented toward the household sector (i.e. grocery stores and restaurants)

As outlined above, the residential and employment land uses are broken down into the five broader categories of single-family, multifamily, basic, service, and retail land uses. These five categories are used in the development of the assumptions for impact fees. In the calculation of the specific Transportation Impact Fee, a more specific and expanded classification based on the Institute of Transportation Engineers (ITE) Trip Generation Manual will be utilized.

Growth projections for the next 10 years (2023-2033) for the City of Bastrop were established using the City's future land use and historical census data.

Residential Development Neighborhoods

The City provided future land use data for known **single** and **multifamily** developments that are currently planned for construction within the next ten years. For some developments, the data indicates the total number of undeveloped dwelling units. For those developments that didn't provide an indication of total dwelling units, the projected acreage of each site was used to calculate a unit estimate for each property.

The analysis assumes ratios of 4 dwelling units/acre for each unknown future single-family development and 20 units/acres for each unknown future multifamily development. The projected acreage for each unknown residential site was multiplied by the respective constant unit assumption (4 for single-family, 20 for multifamily) to determine an assumed number of dwelling units associated with the site.

Projections for new single-family and multifamily developments in the next ten years were determined by the City of Bastrop and can be found in **Table 1**.

Commercial Developments

The City also provided future land use data for known commercial (non-residential) developments that are currently planned for construction within the next ten years. Each of these developments was categorized as a **basic**, **service**, or **retail** land use type, based on its respective projected trip characteristics.

The available existing plat data provides acreages for commercial developments at the parcel level; however, as mentioned previously, commercial developments are measured by square footage of building area. To determine the estimated building area for each development, a floor area ratio (FAR) was applied to the square footage of each development based on its commercial classification. Each FAR was assigned based on standard planning principles and assumptions and evaluating FAR’s for existing developments in Bastrop for each category.

Projections for commercial developments in the next ten years were determined by the City of Bastrop and can be found in **Table 1**.

10-Year Growth Assumptions

Table 1 summarizes the residential and employment growth projections by service area, **as amended in the 2025 Update**.

Table 1. Land Use Assumptions Growth Projections (2023-2033)

Service Area	Residential		Commercial		
	Single-Family	Multifamily	Basic	Service	Retail
	Dwelling Units		Sq. Ft.		
	4 units/acre	20 units/acre	FAR 0.25	FAR 0.20	
SA A	1,942	3,680	0	491,000	2,382,000
SA B	1,780	1,575	2,170,000	217,000	949,000
Sub-total	3,722	5,255	2,170,000	708,000	3,331,000
Total	8,977		6,209,000		

B. CAPITAL IMPROVEMENT PLAN

The City has identified transportation projects needed to accommodate the projected growth within the City. These transportation projects include those that are fully funded by the City of Bastrop, as well as some roadway facilities maintained by the Texas Department of Transportation (TxDOT). TxDOT-maintained facilities are currently projected to be funded by both the City and TxDOT, with the City assumed to fund roughly 20% of costs (which are included in the TIF study) based on historical cost sharing agreements. All of these City-identified projects come together to form the **Capital Improvement Plan (CIP) for Transportation Impact Fees**. The CIP includes State Highway, City multimodal, and local roadway facilities, as well as intersection improvements. **It should be noted that the “grid streets” required by the B3 Code were not included as projects from the Transportation Master Plan due to them serving site-specific infrastructure needs and not broader system capacity as a local street type connection.**

The CIP for Transportation Impact Fees for the 2023 Impact Fee Study are listed in **Tables 2-3** and mapped in **Exhibits 2-3**. The table shows the length of each project as well as the facility’s lane configuration and available right-of-way (listed under "Impact Fee Class"). The CIP was developed in conjunction with input from City staff and represents those projects that will be needed to accommodate the growth projected by the 2033 Land Use Assumptions for the Transportation Impact Fee Study. **The CIP for Transportation Impact Fees is unchanged in the 2025 update.**

Table 2. Capital Improvement Plan for Transportation Impact Fees - Service Area A

Service Area	Proj. #	Impact Fee Class	Project	Limits	Length (mi)	% In Service Area	
A	<i>Roadway Improvements</i>						
	A-1	4D (80)	Agnes (1)	Bear Hunter Drive to Hunter's Crossing	0.46	100%	
	A-2	4D (80)	Agnes (2)	Hospital Drive to Schaefer Blvd	0.35	100%	
	A-3	4D (80)	Bear Hunter Drive (1)	Bear Hunter Drive (existing) to 1,000' N of Shiloh Rd	0.42	100%	
	A-4	2U (50)	Blakey Ln (1)	Edward Burleson Ln to 1,830' E of Edward Burleson Ln	0.35	100%	
	A-5	2U (50)	Blakey Ln (2)	City Limits to Old Austin Highway	0.43	100%	
	A-6	3U (56)	Greenleaf Fisk Dr	Bass Drive to Schaefer Blvd	0.57	100%	
	A-7	4D (80)	Hasler Blvd (1)	Old Austin Hwy to Colorado River	0.26	100%	
	A-8	2U (50)	Marie St	Schaefer Blvd to Hasler Blvd	0.25	100%	
	A-9	3U (56)	Orchard Pkwy	SH 71 to Hunters Point Drive	0.42	100%	
	A-10	4D (80)	Agnes (3)	Schaefer Blvd to Childers Drive	0.60	100%	
	A-11	4D (80)	Edward Burleson	Blakey to SH 21 EBFR	0.32	100%	
	A-12	4D (110)	FM 969 (1)	City Limits to Blakey Ln	0.46	100%	
	A-13	4D (110)	FM 969 (2)	Blakey Ln to State Highway 21	0.28	100%	
	A-14	4D (80)	Hasler Blvd (2)	Old Austin Hwy to SH 21	0.25	100%	
	A-15	4D (80)	Home Depot Way	Hunter's Crossing to SH 304	0.34	100%	
	A-16	4D (80)	Agnes (4)	SH 304 to Hospital Drive	0.41	100%	
	A-17	4D (80)	Bear Hunter Drive (2)	State Highway 21 to Bear Hunter Drive (existing)	0.63	100%	
	A-18	4D (110)	SH 304	SH 21 EBFR to Hunters Point Dr	0.55	100%	
	<i>Intersection Improvements</i>						
	I-1	-	-	Highway 71 & FM 20	Traffic Signal	-	100%
	I-2	-	-	FM 969 / Bear Hunter & SH 21	Overpass	-	100%
	I-3	-	-	Edward Burleson Ln / SH 304 & SH 21	Intersection Improvements	-	100%
	I-4	-	-	Hasler Blvd & SH 21	Intersection Improvements	-	100%
	I-5	-	-	Loop 150 / Childers Dr & SH 21	Intersection Improvements	-	100%
I-6	-	-	Agnes & Hasler	Roundabout	-	100%	
I-7	-	-	Old Austin & Loop 150	Roundabout	-	100%	

Table 3. Capital Improvement Plan for Transportation Impact Fees - Service Area B

Service Area	Proj. #	Impact Fee Class	Project	Limits	Length (mi)	% In Service Area
B	<i>Roadway Improvements</i>					
	B-1	2U (50)	Carter St	Mesquite St to Magnolia St	0.17	100%
	B-2	2U (50)	Chambers St	Cedar St to Farm St	0.29	100%
	B-3	2U (50)	Future Collector A	Pitt St to Future Collector B	0.22	100%
	B-4	2U (50)	Future Collector B	Lost Pines Ave to SH 71	0.19	100%
	B-5	2U (50)	Future Collector C	Technology Drive extension to City Limits	0.17	100%
	B-6	2U (50)	Future Collector D	Jackson St extension to 420' E of Jackson St extension	0.08	100%
	B-7	4D (80)	Hasler Blvd (3)	Colorado River to Willow St	0.29	100%
	B-8	4D (80)	Jackson St (1)	Jackson St (existing) to 1,260' S of Jackson St	0.24	100%
	B-9	2U (50)	Jasper St (1)	Jackson St to 930' E of Jackson St	0.18	100%
	B-10	2U (50)	Jasper St (2)	930' E of Jackson St to Hidden Hollow Ct	0.51	100%
	B-11	2U (50)	Majestic Pine Dr	Majestic Pine Dr (existing) to Mauna Loa Ln	0.10	100%
	B-12	2U (50)	Mauna Loa Ln (1)	Pine Lodge Dr to Briar Forest Dr	0.95	100%
	B-13	3U (56)	Mesquite St (1)	800' W of Wilson St to Wilson St	0.15	100%
	B-14	3U (56)	Mesquite St (2)	SH 95 to Piney Ridge Dr	0.41	100%
	B-15	2U (50)	Pitt St	SH 71 to Jasper St	0.10	100%
	B-16	3U (56)	South Street (1)	Lovers Lane to South St (existing)	0.33	100%
	B-17	3U (56)	South Street (2)	1,200' E of Jackson St to Mauna Loa Ln	0.21	100%
	B-18	2U (50)	Technology Drive (1)	Mill St to Business Park Dr	0.14	100%
	B-19	2U (50)	Technology Drive (2)	Technology Drive (existing) to City Limits	0.46	100%
	B-20	2U (50)	Walnut Street	Martin Luther King Dr to SH 21	0.22	100%
	B-21	4D (80)	Jackson St (2)	SH 21 to South St	0.25	100%
	B-22	3U (56)	Lovers Ln	City Limits to College St	0.29	100%
	B-23	2U (50)	Mauna Loa Ln (2)	Briar Forest Dr to Tahitian Dr	0.23	100%
	B-24	3U (56)	Mesquite St (3)	Wilson St to SH 95	0.52	100%
	B-25	4D (110)	SH 95 (1)	Mesquite St to 700' S of Mesquite St	0.13	100%
	B-26	4D (110)	SH 95 (2)	700' S of Mesquite St to Hawthorne St	0.51	100%
	B-27	4D (110)	SH 95 (3)	Hawthorne St to Cedar St	0.30	100%
	B-28	4D (110)	SH 95 (4)	Cedar St to Spring St	0.36	100%
	B-29	4D (110)	SH 95 (5)	Farm St to Chestnut St/SH 21	0.16	100%
	B-30	3U (56)	South Street (3)	650' W of Jackson St to 1,200' E of Jackson St	0.32	100%
	B-31	4D (110)	SH 21 (1)	Chestnut St to Walnut St	0.30	100%
	B-32	4D (110)	SH 21 (2)	Walnut St to SH 21 WBFR	0.43	100%
B-33	4D (110)	SH 95 (6)	SH 21 WBFR to SH 21 EBFR	0.11	100%	
<i>Intersection Improvements</i>						
I-8	-	-	Mesquite St & SH 95	Traffic Signal	-	100%
I-9	-	-	SH 95 & Cedar St	Traffic Signal	-	100%

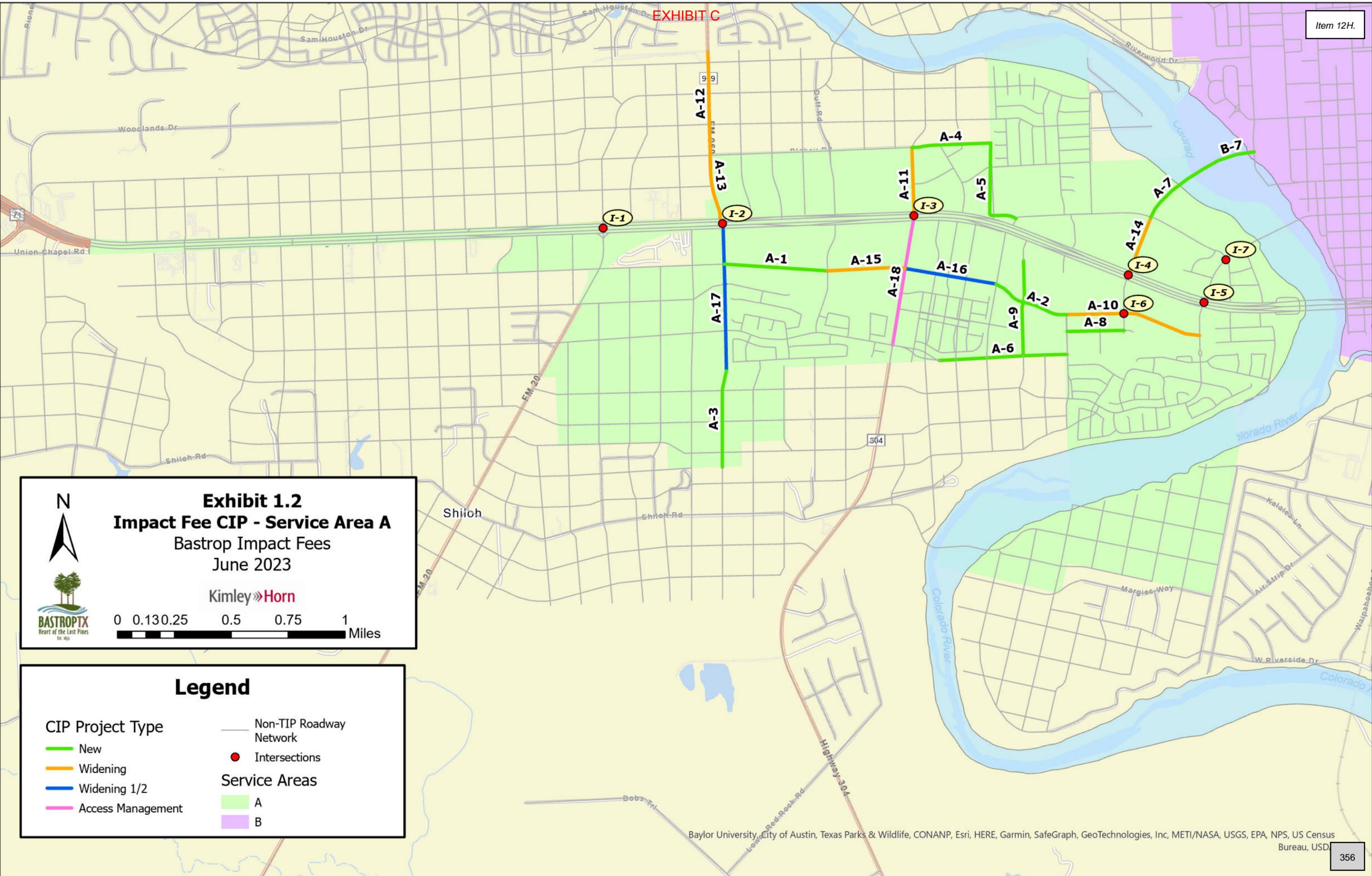


Exhibit 1.2
Impact Fee CIP - Service Area A
 Bastrop Impact Fees
 June 2023

Kimley»Horn

0 0.130.25 0.5 0.75 1 Miles

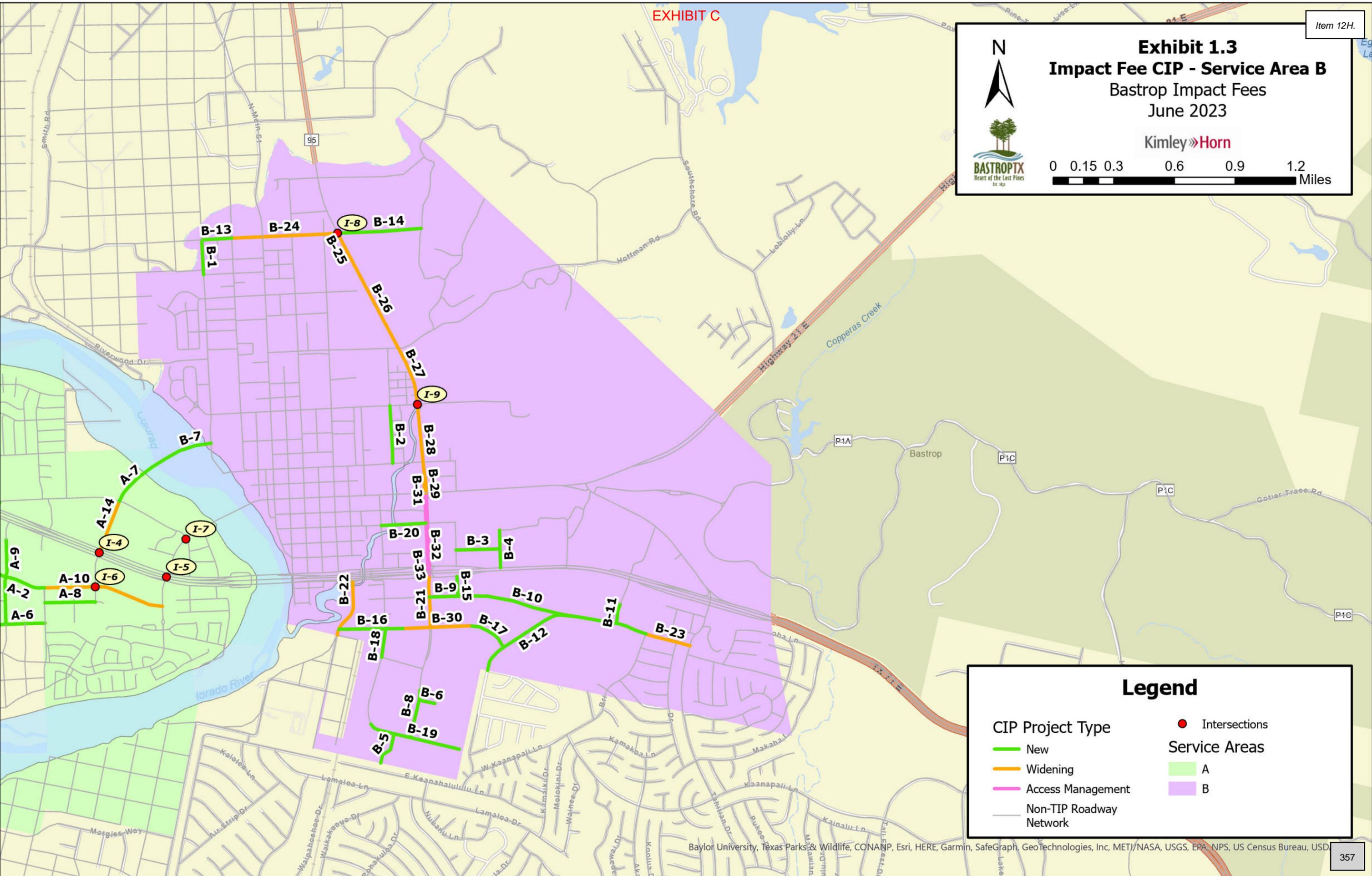
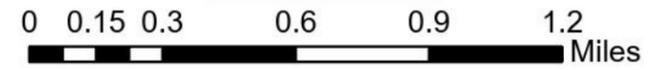
Legend

New	Non-TIP Roadway Network
Widening	Intersections
Widening 1/2	Service Areas
Access Management	A
	B

Exhibit 1.3 Impact Fee CIP - Service Area B Bastrop Impact Fees June 2023



Kimley»Horn



Legend

New	Intersections
Widening	Service Areas
Access Management	A
Non-TIP Roadway Network	B

4. METHODOLOGY FOR TRANSPORTATION IMPACT FEES

A. SERVICE AREAS

The service areas used in the **2025 Transportation Impact Fee Study Update** are shown in the previously referenced **Exhibit 1**. These service areas cover the entire corporate boundary of the City of Bastrop. Chapter 395 of the Texas Local Government Code specifies that “the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six (6) miles.” This resulted in the creation of two (2) service areas in the City of Bastrop.

B. SERVICE UNITS

The “service unit” is a measure of consumption or use of the roadway facilities by new development. In other words, it is the measure of supply and demand for roads in the City. For transportation purposes, the service unit is defined as a vehicle-mile. On the supply side, this is a lane-mile of a system facility street. On the demand side, this is a vehicle-trip of one-mile in length. The application of this unit as an estimate of either supply or demand is based on travel during the afternoon peak hour of traffic. This time period is commonly used as the basis for transportation planning and the estimation of trips created by new development.

Another aspect of the service unit is the service volume that is provided (supplied) by a lane-mile of roadway facility. This number, also referred to as capacity, is a function of the facility type, facility configuration, number of lanes, and level of service. Below is the definition for vehicle-mile.

Vehicle-Mile: The capacity consumed in a single lane in the PM peak hour by a vehicle making a trip one mile in length.

Total Vehicle-Miles of Supply: Based on the total length (miles), number of lanes, and capacity (vehicles per hour) provided by the Transportation Impact Fee CIP.

Total Vehicle-Miles of Demand: Based on the 10-year growth projections. The demand is equal to PM Trip Rate (trips) * Trip Length (miles).

The hourly service volumes used in the Transportation Impact Fee Study are based upon Thoroughfare Capacity Criteria published by the Capital Area Metropolitan Planning Organization (CAMPO) and daily volume ranges per functional classification presented in the City of Bastrop’s Thoroughfare Plan. **Table 4** shows the service volumes as a function of the proposed facility type, and **Table 5** shows the service volumes as a function of the existing facility type.

TxDOT-maintained roadways generally operate higher speeds than City facilities. With this increase in speed comes a potential increase in capacity, as drivers are more likely to travel along higher-speed roads when available. With this understanding, a 20% increase in roadway capacity was applied to all TxDOT-maintained roads that are not already identified under the State Highway System on the City’s Thoroughfare Plan.

Table 4. Service Volumes for Proposed Facilities

(used in Appendix A – CIP Units of Supply)

Thoroughfare Plan Classification	Impact Fee Classification ¹	Median Configuration	Hourly Vehicle-Mile Capacity per Lane-Mile of Roadway Facility
State Highway System	4D_(110)	Divided	900
Primary Multimodal Street A	3U_(56)	Undivided	525
			630 (TxDOT)
Primary Multimodal Street B	4D_(80)	Divided	725
			870 (TxDOT)
Local Connector Street	2U_(50)	Undivided	425
			510 (TxDOT)

¹Represents “Number of Lanes”, whether “Divided” or “Undivided”, and with approximate Right-of-Way.

Table 5. Service Volumes for Existing Facilities

(used in Appendix B – Existing Facilities Inventory)

Roadway Type ¹	Description	Hourly Vehicle-Mile Capacity per Lane-Mile of Roadway Facility
1U	One-lane undivided	325
2U (TxDOT)	Two-lane undivided (with curb & gutter)	425 (510)
2U-R	Two-lane undivided (Rural Cross-Section)	350
3U (TxDOT)	Three-lane undivided	525 (630)
4U	Four-lane undivided	550
4D (TxDOT)	Four-lane divided	725 (870)
5U	Five-lane undivided	750
4D – State Highway System	Four-lane divided (Highway Facility)	900

¹Represents “Number of Lanes”, whether “Divided” or “Undivided” and if State Maintained/Owned.

C. COST PER SERVICE UNIT

A fundamental step in the impact fee process is to establish the cost for each service unit. In the case of the Transportation Impact Fee, this is the cost for each vehicle-mile of travel. This cost per service unit is the cost to construct a roadway (lane-mile) needed to accommodate a vehicle-mile of travel at a level of service corresponding to the City’s standards. The cost per service unit is calculated for each service area based on a specific list of projects within that service area.

The second component of the cost per service unit is the number of service units in each service area. This number is the measure of the growth in transportation demand that is projected to occur in the ten-year period. Chapter 395 requires that impact fees be assessed only to pay for growth projected to occur in the City limits within the next ten

years (see **Section 4.D**). As noted earlier, the units of demand are vehicle-miles of travel.

D. COST OF THE CIP

All of the project costs for a facility which serves the overall transportation system are eligible to be included in the Transportation Impact Fee CIP. Chapter 395 of the Texas Local Government Code specifies that the allowable costs are “...including and limited to the:

1. Construction contract price;
2. Surveying and engineering fees;
3. Land acquisition costs, including land purchases, court awards and costs, attorney’s fees, and expert witness fees; and
4. Fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the Capital Improvement Plan who is not an employee of the political subdivision.”

Tables 6-7 present the CIP project list for the City of Bastrop with conceptual level project cost projections, which have been provided by the City (see **Appendix C**). It should be noted that these tables reflect only conceptual-level opinions or assumptions regarding the portions of future project costs that are potentially recoverable through impact fees. Actual costs of construction are likely to change with time and are dependent on market and economic conditions that cannot be precisely predicted at this time. TxDOT projects are included with a projected City contribution of 20% of the total project cost. **CIP Costing is unchanged in the 2025 Update.**

Table 6. 10-Year Capital Improvement Plan for Transportation Impact Fees with Conceptual Level Project Cost Projections – Service Area A

Service Area	Proj. #	Impact Fee Class	Project	Limits	Length (mi)	% In Service Area	Project Cost in Service Area	
A	<i>Roadway Improvements</i>							
	A-1	4D (80)	Agnes (1)	Bear Hunter Drive to Hunter's Crossing	0.46	100%	\$ 4,370,000	
	A-2	4D (80)	Agnes (2)	Hospital Drive to Schaefer Blvd	0.35	100%	\$ 3,325,000	
	A-3	4D (80)	Bear Hunter Drive (1)	Bear Hunter Drive (existing) to 1,000' N of Shloh Rd	0.42	100%	\$ 4,069,000	
	A-4	2U (50)	Blakey Ln (1)	Edward Burleson Ln to 1,830' E of Edward Burleson Ln	0.35	100%	\$ 1,423,000	
	A-5	2U (50)	Blakey Ln (2)	City Limits to Old Austin Highway	0.43	100%	\$ 1,773,000	
	A-6	3U (56)	Greenleaf Fisk Dr	Bass Drive to Schaefer Blvd	0.57	100%	\$ 2,664,000	
	A-7	4D (80)	Hasler Blvd (1)	Old Austin Hwy to Colorado River	0.26	100%	\$ 2,518,000	
	A-8	2U (50)	Marie St	Schaefer Blvd to Hasler Blvd	0.25	100%	\$ 1,032,000	
	A-9	3U (56)	Orchard Pkwy	SH 71 to Hunters Point Drive	0.42	100%	\$ 1,976,000	
	A-10	4D (80)	Agnes (3)	Schaefer Blvd to Childers Drive	0.60	100%	\$ 5,959,000	
	A-11	4D (80)	Edward Burleson	Blakey to SH 21 EBFR	0.32	100%	\$ 2,862,000	
	A-12	4D (110)	FM 969 (1)	City Limits to Blakey Ln	0.46	100%	\$ 768,800	
	A-13	4D (110)	FM 969 (2)	Blakey Ln to State Highway 21	0.28	100%	\$ 479,600	
	A-14	4D (80)	Hasler Blvd (2)	Old Austin Hwy to SH 21	0.25	100%	\$ 2,516,000	
	A-15	4D (80)	Home Depot Way	Hunter's Crossing to SH 304	0.34	100%	\$ 3,388,000	
	A-16	4D (80)	Agnes (4)	SH 304 to Hospital Drive	0.41	100%	\$ 3,614,000	
	A-17	4D (80)	Bear Hunter Drive (2)	State Highway 21 to Bear Hunter Drive (existing)	0.63	100%	\$ 5,582,000	
	A-18	4D (110)	SH 304	SH 21 EBFR to Hunters Point Dr	0.55	100%	\$ 935,200	
	<i>Intersection Improvements</i>							
	I-1	-	Highway 71 & FM 20	Traffic Signal	-	100%	\$ 500,000	
	I-2	-	FM 969 / Bear Hunter & SH 21	Overpass	-	100%	\$ 10,000,000	
	I-3	-	Edward Burleson Ln / SH 304 & SH 21	Intersection Improvements	-	100%	\$ 300,000	
	I-4	-	Hasler Blvd & SH 21	Intersection Improvements	-	100%	\$ 300,000	
	I-5	-	Loop 150 / Childers Dr & SH 21	Intersection Improvements	-	100%	\$ 300,000	
	I-6	-	Agnes & Hasler	Roundabout	-	100%	\$ 2,000,000	
	I-7	-	Old Austin & Loop 150	Roundabout	-	100%	\$ 2,000,000	
	Service Area Roadway Project Cost Subtotal							\$ 49,254,600
	Service Area Intersection Project Cost Subtotal							\$ 15,400,000
	2023 Transportation Impact Fee Study Cost Per Service Area							\$ 39,980
	Total Cost in SERVICE AREA A							\$ 64,694,580

Notes:

- a. The planning level cost projections have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.
- b. The planning level cost projections shall not supersede the City's design standards contained within the Subdivision Ordinance or the determination of the City Engineer for a specific project.
- c. The project cost total within Service Area may differ from the total shown in the Summary sheets contained within **Appendix C** due to some projects that are split between City limits and ETJ.

Table 7. 10-Year Capital Improvement Plan for Transportation Impact Fees with Conceptual Level Project Cost Projections – Service Area B

Service Area	Proj. #	Impact Fee Class	Project	Limits	Length (mi)	% In Service Area	Project Cost in Service Area
B	<i>Roadway Improvements</i>						
	B-1	2U (50)	Carter St	Mesquite St to Magnolia St	0.17	100%	\$ 707,000
	B-2	2U (50)	Chambers St	Cedar St to Farm St	0.29	100%	\$ 1,172,000
	B-3	2U (50)	Future Collector A	Pitt St to Future Collector B	0.22	100%	\$ 893,000
	B-4	2U (50)	Future Collector B	Lost Pines Ave to SH 71	0.19	100%	\$ 764,000
	B-5	2U (50)	Future Collector C	Technology Drive extension to City Limits	0.17	100%	\$ 695,000
	B-6	2U (50)	Future Collector D	Jackson St extension to 420' E of Jackson St extension	0.08	100%	\$ 326,000
	B-7	4D (80)	Hasler Blvd (3)	Colorado River to Willow St	0.29	100%	\$ 2,817,000
	B-8	4D (80)	Jackson St (1)	Jackson St (existing) to 1,260' S of Jackson St	0.24	100%	\$ 2,299,000
	B-9	2U (50)	Jasper St (1)	Jackson St to 930' E of Jackson St	0.18	100%	\$ 722,000
	B-10	2U (50)	Jasper St (2)	930' E of Jackson St to Hidden Hollow Ct	0.51	100%	\$ 2,087,000
	B-11	2U (50)	Majestic Pine Dr	Majestic Pine Dr (existing) to Mauna Loa Ln	0.10	100%	\$ 404,000
	B-12	2U (50)	Mauna Loa Ln (1)	Pine Lodge Dr to Briar Forest Dr	0.95	100%	\$ 3,890,000
	B-13	3U (56)	Mesquite St (1)	800' W of Wilson St to Wilson St	0.15	100%	\$ 701,000
	B-14	3U (56)	Mesquite St (2)	SH 95 to Piney Ridge Dr	0.41	100%	\$ 1,954,000
	B-15	2U (50)	Pitt St	SH 71 to Jasper St	0.10	100%	\$ 401,000
	B-16	3U (56)	South Street (1)	Lovers Lane to South St (existing)	0.33	100%	\$ 1,553,000
	B-17	3U (56)	South Street (2)	1,200' E of Jackson St to Mauna Loa Ln	0.21	100%	\$ 996,000
	B-18	2U (50)	Technology Drive (1)	Mill St to Business Park Dr	0.14	100%	\$ 586,000
	B-19	2U (50)	Technology Drive (2)	Technology Drive (existing) to City Limits	0.46	100%	\$ 1,885,000
	B-20	2U (50)	Walnut Street	Martin Luther King Dr to SH 21	0.22	100%	\$ 907,000
	B-21	4D (80)	Jackson St (2)	SH 21 to South St	0.25	100%	\$ 500,000
	B-22	3U (56)	Lovers Ln	City Limits to College St	0.29	100%	\$ 10,000,000
	B-23	2U (50)	Mauna Loa Ln (2)	Briar Forest Dr to Tahitian Dr	0.23	100%	\$ 300,000
	B-24	3U (56)	Mesquite St (3)	Wilson St to SH 95	0.52	100%	\$ 300,000
	B-25	4D (110)	SH 95 (1)	Mesquite St to 700' S of Mesquite St	0.13	100%	\$ 300,000
	B-26	4D (110)	SH 95 (2)	700' S of Mesquite St to Hawthorne St	0.51	100%	\$ 2,000,000
	B-27	4D (110)	SH 95 (3)	Hawthorne St to Cedar St	0.30	100%	\$ 2,000,000
	B-28	4D (110)	SH 95 (4)	Cedar St to Spring St	0.36	100%	\$ 754,000
	B-29	4D (110)	SH 95 (5)	Farm St to Chestnut St/SH 21	0.16	100%	\$ 348,000
	B-30	3U (56)	South Street (3)	650' W of Jackson St to 1,200' E of Jackson St	0.32	100%	\$ 1,544,000
	B-31	4D (110)	SH 21 (1)	Chestnut St to Walnut St	0.30	100%	\$ 632,000
	B-32	4D (110)	SH 21 (2)	Walnut St to SH 21 WBFR	0.43	100%	\$ 902,000
B-33	4D (110)	SH 95 (6)	SH 21 WBFR to SH 21 EBFR	0.11	100%	\$ 232,000	
<i>Intersection Improvements</i>							
I-8	-		Mesquite St & SH 95	Traffic Signal	-	100%	\$ 500,000
I-9	-		SH 95 & Cedar St	Traffic Signal	-	100%	\$ 500,000
Service Area Roadway Project Cost Subtotal							\$ 45,571,000
Service Area Intersection Project Cost Subtotal							\$ 1,000,000
2023 Transportation Impact Fee Study Cost Per Service Area							\$ 39,980
Total Cost in SERVICE AREA B							\$ 46,610,980

Notes:

- The planning level cost projections have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.
- The planning level cost projections shall not supersede the City's design standards contained within the Subdivision Ordinance or the determination of the City Engineer for a specific project.
- The project cost total within Service Area may differ from the total shown in the Summary sheets contained within **Appendix C** due to some projects that are split between City limits and ETJ.

E. SERVICE UNIT CALCULATION

The basic service unit for the computation of Bastrop’s Transportation Impact Fees is the vehicle-mile of travel during the afternoon peak-hour. To determine the cost per service unit, it is necessary to project the growth in vehicle-miles of travel for the service area for the ten-year period.

The growth in vehicle-miles from 2023 to 2033 is based upon projected changes in residential and non-residential growth for the period. In order to determine this growth, baseline estimates of population, basic square feet, service square feet, and retail square feet for 2023 were made by the City, along with projections for each of these demographic statistics through 2033. The **Land Use Assumptions** section of this report details the growth estimates used for the impact fee determination.

The residential and non-residential statistics in the Land Use Assumptions provide the “independent variables” that are used to calculate the existing (2023) and projected (2033) transportation service units used to establish the Transportation Impact Fee maximum rates within each service area. The roadway demand service units (vehicle-miles) for each service area are the sum of the vehicle-miles “generated” by each category of land use in the service area.

For the purpose of impact fees, all developed and developable land is categorized as either residential or non-residential. For residential land uses, the existing and projected population is converted to dwelling units. The number of dwelling units in each service area is multiplied by a transportation demand factor to compute the vehicle-miles of travel that occur during the afternoon peak hour. This factor computes the average amount of demand caused by the residential land uses in the service area. The transportation demand factor is discussed in more detail below.

For non-residential land uses, the process is similar. The Land Use Assumptions provide existing and projected number of building square footages for three categories of non-residential land uses – basic, service, and retail. These categories correspond to an aggregation of other specific land use categories based on the North American Industrial Classification System (NAICS).

Building square footage is the most common independent variable for the estimation of non-residential trips in the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th Edition. This characteristic is more appropriate than the number of employees because building square footage is tied more closely to trip generation and is known at the time of application for any development or development modification that would require the assessment of an impact fee.

The existing and projected Land Use Assumptions for the dwelling units and the square footage of basic, service, and retail land uses provide the basis for the projected increase in vehicle-miles of travel. As noted earlier, a transportation demand factor is applied to these values and then summed to calculate the total peak hour vehicle-miles of demand for each service area.

The transportation demand factors are aggregate rates derived from two sources – the ITE Trip Generation Manual, 11th Edition and the Replica online platform. ITE's Trip Generation Manual, 11th Edition provides the number of trips that are produced or attracted to the land use for each dwelling unit, square foot of building, or other corresponding unit. For the retail category of land uses, the rate is adjusted to account for the fact that a percentage of retail trips are made by people who would otherwise be traveling past that particular establishment anyway, such as a trip between work and home. These trips are called *pass-by trips*, and since the travel demand is accounted for in the land use calculations relative to the primary trip, it is necessary to discount the retail rate to avoid double counting trips.



The next component of the transportation demand factor accounts for the length of each trip. The average trip length for each category is based on the region-wide travel characteristics determined through the Replica online platform. This database serves as an activity-based travel demand model from which several travel parameters can be extracted based on a combination of existing data and projected traffic conditions. Trips tied to lodging, recreational, and industrial land uses were assumed by considering traffic both entering Bastrop County. Trips for all remaining land uses were assumed to be exclusively within the City and County limits.

The computation of the transportation demand factor is detailed in the following

$$TDF = T * (1 - P_b) * L_{\max}$$

$$\text{where... } L_{\max} = \min(L * OD \text{ or } SA_L)$$

equation:

Variables:

- TDF = Transportation Demand Factor
- T = Trip Rate (peak hour trips / unit)
- P_b = Pass-By Discount (% of trips)
- L_{\max} = Maximum Trip Length (miles)
- L = Average Trip Length (miles)
- OD = Origin-Destination Reduction (50%)
- SA_L = Max Service Area Trip Length (see **Table 8**)

For land uses which are characterized by longer average trip lengths (primarily residential uses), the maximum trip length has been limited to a length based on the nature of the roadway network within the service area, along with consideration of the existing City boundaries. Although Chapter 395 of the Texas Local Government Code allows for a service area diameter of six miles, the longest trip length along Bastrop's roadway network is approximately five miles. Therefore, the maximum trip length was assumed to be five miles.

The adjustment made to the average trip length statistic in the computation of the maximum trip length is the origin-destination reduction. This adjustment is made because the Transportation Impact Fee is charged to both the origin and destination end of the trip. For example, impact fee methodology will account for a trip from home to work within Bastrop to both residential and non-residential land uses. To avoid counting these trips as both residential and non-residential trips, a 50% origin-destination (OD)

reduction factor is applied. Therefore, only half of the trip length is assessed to each land use. This methodology is consistent with that used in the National Household Travel Survey.

Table 8 shows the derivation of the Transportation Demand Factor for the two residential land use and the three non-residential land use categories for each service area. The values utilized for all variables shown in the transportation demand factor equation are also shown in the table.

Table 8. Transportation Demand Factor Calculations

Variable	Single-Family	Multifamily	Basic	Service	Retail
T	0.94	0.39	0.65	1.44	3.40
P_b	0%	0%	0%	0%	29%
L	7.81	7.81	13.20	7.04	5.83
L_{max} *	3.91	3.91	6.00	3.52	2.92
TDF	3.68	1.52	3.90	5.07	7.04

The application of the demographic projections and the transportation demand factors are presented in the 10-Year Growth Projections in **Table 9**. This table shows the total growth in vehicle-miles by service area for the years 2023 and 2033. These estimates and projections lead to the Vehicle-Miles of Travel for both 2023 and 2033. **The 10-year growth projections are amended to account for additional service miles of demand in the 2025 Update due to newly annexed land in the City.**

Table 9. 10-Year Growth Projections

2023 - 2033 Growth Projections¹

SERVICE AREA	RESIDENTIAL VEHICLE-MILES				NON-RESIDENTIAL SQUARE FEET ⁵			TRANS. DEMAND FACTOR ⁶			NON-RESIDENTIAL VEHICLE-MILES ¹⁰				TOTAL VEHICLE MILES ¹¹
	Single Family Units	Trip Rate TDF ²	Multi Family Units	Trip Rate TDF ³	VEHICLE MILES ⁴	BASIC	SERVICE	RETAIL	BASIC ⁷	SERVICE ⁸	RETAIL ⁹	BASIC	SERVICE	RETAIL	
		0.94		0.39					0.65	1.44	2.41				
A	1,942	3.68	3,680	1.52	12,740	0	491,000	2,382,000	3.90	5.07	7.04	0	2,489	16,769	19,258
B	1,780		1,575		8,944	2,170,000	217,000	949,000				8,463	1,100	6,681	16,244
Totals	3,722		5,255		21,685	2,170,000	708,000	3,331,000				8,463	3,589	23,450	35,502

VEHICLE-MILES OF INCREASE (2023 - 2033)

SERVICE AREA	VEH-MILES
A	31,998
B	25,188

Notes:

- ¹ From Chapter 1: Land Use Assumptions
- ² Transportation Demand Factor for each Service Area (from LUVMET) using *Single-Family Detached Housing* land use and *trip generation rate*
- ³ Transportation Demand Factor for each Service Area (from LUVMET) using *Multifamily Housing (Mid-Rise)* land use and *trip generation rate*
- ⁴ Calculated by multiplying TDF by the number of dwelling units
- ⁵ From Chapter 1: Land Use Assumptions
- ⁶ *Trip generation rate* and Transportation Demand Factors from LUVMET for each land use
- ⁷ 'Basic' corresponds to *General Light Industrial* land use and *trip generation rate*
- ⁸ 'Service' corresponds to *General Office Building* land use and *trip generation rate*
- ⁹ 'Retail' corresponds to *Shopping Center (>150k)* land use and *trip generation rate*
- ¹⁰ Calculated by multiplying Transportation Demand Factor by the number of thousand square feet for each land use
- ¹¹ Residential plus non-residential vehicle-mile totals for each Service Area

5. TRANSPORTATION IMPACT FEE CALCULATION

A. MAXIMUM ASSESSABLE IMPACT FEE PER SERVICE UNIT

This section presents the maximum assessable impact fee rate calculated for each service area. The maximum assessable impact fee is the sum of the eligible Transportation Impact Fee CIP costs for the service area divided by the growth in travel attributable to new development projected to occur within the ten-year period. A majority of the components of this calculation have been described and presented in previous sections of this report. The purpose of this section is to document the computation for each service area and to demonstrate that the guidelines provided by Chapter 395 of the Texas Local Government Code have been addressed. **Table 10** illustrates the computation of the maximum assessable impact fee computed for each service area. Each row in the table is numbered to simplify explanation of the calculation. **This table was updated along with the maximum assessable Transportation Impact Fee Computation as part of the 2025 Update. The updates were limited to changes in Line 8 and Line 20.**

Table 10. Maximum Assessable Transportation Impact Fee Computation

Line	Title	Description
1	<i>Total Vehicle-Miles of Capacity Added by the Impact Fee CIP</i>	The total number of vehicle-miles added to the service area based on the capacity, length, and number of lanes in each project (from Appendix A – TIF CIP Units of Supply)

Each project identified in the CIP will add a certain amount of capacity to the City’s roadway network based on its length and classification. This line displays the total amount added within each service area.

2	<i>Total Vehicle-Miles of Existing Demand</i>	A measure of the amount of traffic currently using the roadway facilities upon which capacity is being added. (from Appendix A – TIF CIP Units of Supply)
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A number of facilities identified in the CIP have traffic currently utilizing a portion of their existing capacity. This line displays the total amount of capacity along these facilities currently being used by existing traffic.

3	<i>Total Vehicle-Miles of Existing Deficiencies</i>	Number of vehicle-miles of travel that are not accommodated by the existing roadway system (from Appendix B – Existing Roadway Facilities Inventory)
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A number of facilities identified in the CIP have traffic currently utilizing a portion of their existing capacity. This line displays the total amount of excess traffic over capacity on existing facilities to be deducted as recoverable from capacity expansions in the TIF CIP.

4	<i>Net Amount of Vehicle-Miles of Capacity Added</i>	A measurement of the amount of vehicle-miles added by the RIF CIP that will not be utilized by existing demand (Line 1 – Line 2– Line 3)
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This calculation identifies the portion of the RIF CIP (in vehicle-miles) that may be recoverable through the collection of impact fees.

5	<i>Total Cost of the Roadway CIP within the Service Area</i>	The total cost of the Roadway projects within each service area (from Tables 6-7 : 10-Year RIF CIP with Conceptual Level Cost Opinions)
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This line simply identifies the total cost of all of the Roadway projects identified in each service area.

6	<i>Cost of Net Capacity Supplied</i>	The total RIF CIP cost (Line 5) prorated by the ratio of Net Capacity Added (Line 4) to Total Capacity Added (Line 1). [(Line 4 / Line 1) * (Line 5)]
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Using the ratio of vehicle-miles added by the RIF CIP available to serve future growth to the total vehicle-miles added, the total cost of the RIF CIP is reduced to the amount available for future growth (i.e. excluding existing usage and deficiencies).

7	<i>Cost to Meet Existing Needs and Usage</i>	The difference between the Total Cost of the <u>Roadway</u> Impact Fee CIP (Line 5) and the Cost of the Net Capacity supplied (Line 6) (Line 5 – Line 6)
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This line is provided for information purposes only – it is to present the portion of the total cost of the RIF CIP that is required to meet existing demand.



8	<i>Total Vehicle-Miles of New Demand over Ten Years</i>	Based upon the growth projection provided in the Land Use Assumptions , an estimate of the number of new vehicle-miles within the service area over the next ten years (from Table 9).
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This line presents the amount of growth (in vehicle-miles) projected to occur within each service area over the next ten years.

9	<i>Percent of Roadway Capacity Added Attributable to New Growth</i>	The result of dividing Total Vehicle-Miles of New Demand (Line 8) by the Net Amount of Capacity Added (Line 4), limited to 100%. This calculation is required by Chapter 395 to ensure capacity added is attributable to new growth. (Line 8 / Line 4)
10	<i>Chapter 395 Check</i>	

In order to ensure that the vehicle-miles added by the Roadway CIP do not exceed the amount needed to accommodate growth beyond the ten-year window, a comparison of the two values is performed. If the amount of vehicle-miles added by the Roadway CIP exceeds the growth projected to occur in the next ten years, the Roadway CIP cost is reduced accordingly.

11	<i>Cost of Roadway CIP Attributable to New Growth</i>	The result of multiplying the Cost of Net Capacity Added (Line 6) by the Percent of Capacity Added Attributable to New Growth, limited to 100% (Line 10). (Line 6 * Line 10)
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This value is the total CIP Roadway project costs (excluding financial costs) that may be recovered through impact fees. This line is determined considering the limitations to impact fees required by the Texas legislature.

12	<i>Total Cost of the Intersection CIP within the Service Area</i>	The total cost of the Intersection projects within each service area (from Tables 6-7 : 10-Year Intersection CIP with Conceptual Level Cost Opinions).
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This line simply identifies the total cost of all the intersection projects identified in each service area.

13	<i>Percent of Intersection Capacity Added Attributable to New Growth</i>	The result of dividing Total Vehicle-Miles of New Demand (from Table 9) by the Total Vehicle-Miles of Existing and New Demand in each service area. (see Land Use Assumptions)
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In order to ensure that the capacity added by the Intersection CIP does not exceed the amount needed to accommodate growth beyond the ten-year window, the anticipated vehicle-mile growth in each service area is calculated as a percentage of the vehicle-miles.

14	<i>Cost of <u>Intersection RIF CIP</u> Attributable to New Growth</i>	The result of multiplying the Cost of the Intersection RIF CIP (Line 12) by the Percent of Intersection Capacity Added Attributable to New Growth (Line 13). (Line 12 * Line 13)
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This value is the total Intersection CIP project cost (excluding financial costs) that may be recovered through impact fees.

15	<i>Cost of <u>Total RIF CIP</u> Attributable to New Growth</i>	The result of adding the Cost of the <u>Roadway</u> CIP Attributable to new growth (Line 11) to the Cost of the <u>Intersection</u> CIP Attributable to new growth (Line 14) less credits for previous contributions. (Line 11 + Line 14)
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This value is the Total RIF CIP project cost (including the study cost) that may be recovered through impact fees. This line is determined considering the limitations to impact fees required by the Texas legislature.



B. PLAN FOR AWARDING THE TRANSPORTATION IMPACT FEE CREDIT

Chapter 395 of the Texas Local Government Code requires the Capital Improvements Plan for Transportation Impact Fees to contain specific enumeration of a plan for awarding the impact fee credit. Section 395.014 of the Code requires:

- (A) “a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or
- (B) In the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan...”

The plan is summarized in **Appendix D** (Summary of Transportation Impact Fee Credit Determination) and **Appendix E** (Transportation Impact Fee Credit Determination Supporting Exhibits). **These appendices are amended in the 2025 Update to account for additional Transportation Impact Fee Credits associated with added development.** The following table summarizes the portions of **Table 11** that utilize this credit calculation.

Line	Title	Description
16	<i>Financing Costs</i>	(from Appendix D – Summary of Transportation Impact Fee Credit Determination)
17	<i>Interest Earnings</i>	(from Appendix D – Summary of Transportation Impact Fee Credit Determination)
18	<i>Cost of the Total Transportation Impact Fee CIP and Financing Attributable to New Growth</i>	The sum of the Cost of Capacity Added Attributable to New Growth, Financing Costs, less Interest Earnings. (Line 15 + Line 16 – Line 17)
19	<i>Pre-Credit Maximum Fee Per Service Unit</i>	Found by dividing the Cost of the CIP and Financing Attributable to New Growth (Line 18) by the Total Vehicle-Miles of New Demand Over Ten Years (Line 8). (Line 18 / Line 8)
20	<i>Credit for Ad Valorem Taxes</i>	A credit for the portion of ad valorem taxes projected to be generated by the new service units, as per Section 395.014 of the Local Government Code. (from Appendix E – Transportation Impact Fee Credit Determination Supporting Exhibits)



<p>21</p>	<p><i>Recoverable Cost of the Transportation Impact Fee CIP and Financing</i></p>	<p>The difference between the Cost of the CIP and Financing Attributable to New Growth (Line 18) and the Credit for Ad Valorem Taxes (Line 20). (Line 18 - Line 20)</p>
<p>22</p>	<p><i>Maximum Assessable Fee Per Service Unit</i></p>	<p>Found by dividing the Recoverable Cost of the RIF CIP and Financing (Line 21) by the Total Vehicle-Miles of New Demand Over Ten Years (Line 5). (Line 21 / Line 5)</p>

Table 11. Maximum Assessable Impact Fee

	SERVICE AREA:	SA A	SA B
1	TOTAL VEH-MI OF CAPACITY ADDED BY THE IMPACT FEE CIP (FROM CIP UNITS OF SUPPLY, APPENDIX B)	19,958	19,511
2	TOTAL VEH-MI OF EXISTING DEMAND (FROM CIP UNITS OF SUPPLY, APPENDIX B)	2,124	5,189
3	TOTAL VEH-MI OF EXISTING DEFICIENCIES (FROM EXISTING ROADWAY FACILITIES INVENTORY, APPENDIX C)	34	490
4	NET AMOUNT OF VEH-MI OF CAPACITY ADDED (LINE 1 - LINE 2 - LINE 3)	17,800	13,832
5	TOTAL COST OF THE TRANSPORTATION IMPACT FEE CIP AND STUDY WITHIN THE SERVICE AREA (FROM TABLES 6-7)	\$49,294,580	\$45,610,980
6	COST OF NET CAPACITY SUPPLIED (LINE 4 / LINE 1) * (LINE 5)	\$43,964,502	\$32,335,148
7	COST TO MEET EXISTING NEEDS AND USAGE (LINE 5 - LINE 6)	\$5,330,078	\$13,275,832
8	TOTAL VEH-MI OF NEW DEMAND OVER 10 YEARS (FROM TABLE 9 AND LAND USE ASSUMPTIONS)	31,998	25,188
9	PERCENT OF CAPACITY ADDED ATTRIBUTABLE TO GROWTH (LINE 8 / LINE 4)	179.8%	182.1%
10	CHAPTER 395 CHECK (IF LINE 8 > LINE 4, REDUCE LINE 9 TO 100%, OTHERWISE NO CHANGE)	100.0%	100.0%
11	COST OF CAPACITY ADDED ATTRIBUTABLE TO NEW GROWTH (LINE 6 * LINE 10)	\$43,964,502	\$32,335,148
12	TOTAL COST OF THE INTERSECTION IMPACT FEE CIP WITHIN SERVICE AREA (FROM TABLES 6-7)	\$15,400,000	\$1,000,000
13	PERCENT OF INTERSECTION CAPACITY ADDED ATTRIBUTABLE TO GROWTH (FROM TABLE 9 AND LAND USE ASSUMPTIONS)	100.0%	94.7%
14	COST OF INTERSECTION IMPACT FEE CIP ATTRIBUTABLE TO GROWTH (LINE 12 * LINE 13)	\$15,400,000	\$947,472
15	COST OF TOTAL RECOVERABLE TRANSPORTATION IMPACT FEE CIP ATTRIBUTABLE TO GROWTH (LINE 11 + LINE 14)	\$59,364,502	\$33,282,620
16	FINANCING COSTS (FROM SUMMARY OF TRANSPORTATION IMPACT FEE CREDIT DETERMINATION, APPENDIX D)	\$23,960,997	\$13,433,698
17	INTEREST EARNINGS (FROM SUMMARY OF TRANSPORTATION IMPACT FEE CREDIT DETERMINATION, APPENDIX D)	\$10,391,403	\$5,825,510
18	COST OF THE TOTAL TRANSPORTATION IMPACT FEE CIP AND FINANCING ATTRIBUTABLE TO GROWTH (LINE 15 + LINE 16 - LINE 17)	\$72,934,096	\$40,890,808
19	PRE-CREDIT MAXIMUM FEE PER SERVICE UNIT (\$ PER VEH-MI) (LINE 18 / LINE 8)	\$2,279	\$1,623
20	CREDIT FOR AD VALOREM TAXES (FROM TRANSPORTATION IMPACT FEE CREDIT DETERMINATION SUPPORTING EXHIBITS, APPENDIX E)	\$7,870,445	\$5,253,524
21	RECOVERABLE COST OF THE TRANSPORTATION IMPACT FEE CIP AND FINANCING (LINE 18 - LINE 20)	\$65,063,651	\$35,637,284
22	MAXIMUM ASSESSABLE FEE PER SERVICE UNIT (\$ PER VEH-MI) (LINE 21 / LINE 8)	\$2,033	\$1,414

C. SERVICE UNIT DEMAND PER UNIT OF DEVELOPMENT

The Transportation Impact Fee is determined by multiplying the impact fee rate by the number of service units projected for the proposed development. For this purpose, the City utilizes the Land Use/Vehicle-Mile Equivalency Table (LUVMET), presented in **Table 12**. This table lists the predominant land uses that may occur within the City of Bastrop. For each land use, the development unit that defines the development's magnitude with respect to transportation demand is shown. Although every possible use cannot be anticipated, the majority of uses are found in this table. If the exact use is not listed, one similar in trip-making characteristics can serve as a reasonable proxy. The individual land uses are grouped into categories, such as residential, office, commercial, industrial, and institutional. **The LUVMET is unchanged in the 2025 Update.**

The trip rates presented for each land use are a fundamental component of the LUVMET. The trip rate is the average number of trips generated during the afternoon peak hour by each land use per development unit. The next column, if applicable to the land use, presents the number of trips to and from certain land uses reduced by pass-by trips, as previously discussed.

The source of the trip generation and pass-by statistics is ITE's Trip Generation Manual, 11th Edition, the latest edition of the definitive source for trip generation data. This manual utilizes trip generation studies for a variety of land uses throughout the United States, and is the standard used by traffic engineers and transportation planners for traffic impact analysis, site design, and transportation planning.

To convert vehicle trips to vehicle-miles, it is necessary to multiply trips by trip length. The adjusted trip length values are based on the region-wide travel characteristics determined by the Replica online travel demand model. The other adjustment to trip length is the 50% origin-destination reduction to avoid double counting of trips. At this stage, another important aspect of the state law is applied – the limit on transportation



service unit demand. If the adjusted trip length is above the maximum service area trip length, the maximum trip length used for calculation is reduced. This reduction, as discussed previously, limits the maximum trip length to the approximate size of the service areas.

The remaining column in the LUVMET shows the vehicle-miles per development unit. This number is the product of the trip rate and the maximum trip length. This number, previously referred to as the Transportation Demand Factor, is used in the impact fee estimate to compute the number of service units attributed to each land use category. The number of service units is multiplied by the impact fee rate (established by City ordinance) in order to determine the impact fee for a development.

Table 12. Land-Use Vehicle-Mile Equivalency Table (LUVMET)

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi)	Veh-Mi Per Dev-Unit
PORT AND TERMINAL										6.00	
Truck Terminal	30	1,000 SF GFA	1.87	0%		1.87	13.20	50%	6.60	6.00	11.22
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.65	0%		0.65	13.20	50%	6.60	6.00	3.90
Industrial Park	130	1,000 SF GFA	0.34	0%		0.34	13.20	50%	6.60	6.00	2.04
Warehousing	150	1,000 SF GFA	0.18	0%		0.18	13.20	50%	6.60	6.00	1.08
Mini-Warehouse	151	1,000 SF GFA	0.15	0%		0.15	13.20	50%	6.60	6.00	0.90
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit(s)	0.94	0%		0.94	7.81	50%	3.91	3.91	3.68
Single-Family Attached Housing	215	Dwelling Unit(s)	0.57	0%		0.57	7.81	50%	3.91	3.91	2.23
Multifamily Housing (Low-Rise)	220	Dwelling Unit(s)	0.51	0%		0.51	7.81	50%	3.91	3.91	1.99
Multifamily Housing (Mid-Rise)	221	Dwelling Unit(s)	0.39	0%		0.39	7.81	50%	3.91	3.91	1.52
Multifamily Housing (High-Rise)	222	Dwelling Unit(s)	0.32	0%		0.32	7.81	50%	3.91	3.91	1.25
Senior Adult Housing-Detached	251	Dwelling Unit(s)	0.30	0%		0.30	7.81	50%	3.91	3.91	1.17
Senior Adult Housing-Attached	252	Dwelling Unit(s)	0.25	0%		0.25	7.81	50%	3.91	3.91	0.98
Assisted Living	254	Bed(s)	0.24	0%		0.24	7.81	50%	3.91	3.91	0.94
LODGING											
Hotel	310	Room(s)	0.59	0%		0.59	6.41	50%	3.20	3.20	1.89
Motel	320	Room(s)	0.36	0%		0.36	6.41	50%	3.20	3.20	1.15
RECREATIONAL											
Campground/RV Park	416	Occupied Campsites	0.27	0%		0.27	10.95	50%	5.47	5.47	1.48
Golf Driving Range	432	Driving Position(s)	1.25	0%		1.25	10.95	50%	5.47	5.47	6.84
Golf Course	430	Hole(s)	2.91	0%		2.91	10.95	50%	5.47	5.47	15.92
Recreational Community Center	495	1,000 SF GFA	2.50	0%		2.50	10.95	50%	5.47	5.47	13.68
Ice Skating Rink	465	1,000 SF GFA	1.33	0%		1.33	10.95	50%	5.47	5.47	7.28
Miniature Golf Course	431	Hole(s)	0.33	0%		0.33	10.95	50%	5.47	5.47	1.81
Multiplex Movie Theater	445	Screen(s)	13.96	0%		13.96	10.95	50%	5.47	5.47	76.36
Racquet/Tennis Club	491	Court(s)	3.82	0%		3.82	10.95	50%	5.47	5.47	20.90
INSTITUTIONAL											
Elementary School	520	Student(s)	0.16	0%		0.16	1.67	50%	0.83	0.83	0.13
Middle School/Junior High School	522	Student(s)	0.15	0%		0.15	1.67	50%	0.83	0.83	0.12
High School	525	Student(s)	0.14	0%		0.14	1.67	50%	0.83	0.83	0.12
Church	560	1,000 SF GFA	0.49	0%		0.49	1.51	50%	0.75	0.75	0.37
Day Care Center	565	1,000 SF GFA	11.12	44%	C	6.23	1.67	50%	0.83	0.83	5.17
University/College	550	Student(s)	0.15	0%		0.15	1.67	50%	0.83	0.83	0.12
MEDICAL											
Clinic	630	1,000 SF GFA	3.69	0%		3.69	5.99	50%	3.00	3.00	11.07
Hospital	610	1,000 SF GFA	0.86	0%		0.86	5.99	50%	3.00	3.00	2.58
Nursing Home	620	Bed(s)	0.14	0%		0.14	5.99	50%	3.00	3.00	0.42
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	3.53	30%	B	2.47	5.99	50%	3.00	3.00	7.41

Table 12. Land-Use Vehicle-Mile Equivalency Table (LUVMET) (Continued)

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi)	Veh-Mi Per Dev-Unit
OFFICE											
Corporate Headquarters Building	714	1,000 SF GFA	1.30	0%		1.30	7.04	50%	3.52	3.52	4.58
General Office Building	710	1,000 SF GFA	1.44	0%		1.44	7.04	50%	3.52	3.52	5.07
Medical-Dental Office Building	720	1,000 SF GFA	3.93	0%		3.93	7.04	50%	3.52	3.52	13.83
Single Tenant Office Building	715	1,000 SF GFA	1.76	0%		1.76	7.04	50%	3.52	3.52	6.20
Office Park	750	1,000 SF GFA	1.30	0%		1.30	7.04	50%	3.52	3.52	4.58
COMMERCIAL											
Automobile Related											
Automobile Care Center	942	1,000 SF GFA	3.11	40%	B	1.87	5.83	50%	2.92	2.92	5.46
Automobile Parts Sales	843	1,000 SF GFA	4.90	43%	A	2.79	5.83	50%	2.92	2.92	8.15
Gasoline/Service Station	944	Fueling Position(s)	13.91	57%	C	5.98	1.51	50%	0.75	0.75	4.49
Gasoline Station w/ Convenience Market	945	Fueling Position(s)	18.42	56%	B	8.10	1.51	50%	0.75	0.75	6.08
Automobile Sales (New)	840	1,000 SF GFA	2.42	20%	B	1.94	5.83	50%	2.92	2.92	5.66
Quick Lubrication Vehicle Shop	941	Servicing Position(s)	4.85	40%	B	2.91	5.83	50%	2.92	2.92	8.50
Automated Car Wash	948	Car Wash Tunnel(s)	77.50	40%	B	46.50	1.51	50%	0.76	0.76	35.34
Tire Store	848	1,000 SF GFA	2.09	25%	C	1.57	5.83	50%	2.92	2.92	4.58
Dining											
Fast-Food Restaurant w/ D.T.	934	1,000 SF GFA	33.03	50%	A	16.52	1.55	50%	0.78	0.78	12.89
Fast-Food Restaurant w/o D.T.	933	1,000 SF GFA	33.21	50%	B	16.61	1.55	50%	0.78	0.78	12.96
High-Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.05	43%	A	5.16	1.55	50%	0.78	0.78	4.02
Quality Restaurant	931	1,000 SF GFA	7.80	44%	A	4.37	1.55	50%	0.78	0.78	3.41
Coffee/Donut Shop w/ D.T.	937	1,000 SF GFA	38.99	70%	A	11.70	1.55	50%	0.78	0.78	9.13
Other Retail											
Free Standing Discount Store	813	1,000 SF GFA	4.83	20%	C	3.86	5.83	50%	2.92	2.92	11.27
Nursery (Garden Center)	817	1,000 SF GFA	6.94	30%	B	4.86	5.83	50%	2.92	2.92	14.19
Home Improvement Superstore	862	1,000 SF GFA	2.29	42%	A	1.33	5.83	50%	2.92	2.92	3.88
Pharmacy/Drugstore w/o Drive-Through Window	880	1,000 SF GFA	8.51	53%	A	4.00	5.83	50%	2.92	2.92	11.68
Pharmacy/Drugstore w/ Drive-Through Window	881	1,000 SF GFA	10.25	49%	A	5.23	5.83	50%	2.92	2.92	15.27
Shopping Center (>150k SF)	820	1,000 SF GFA	3.40	29%	C	2.41	5.83	50%	2.92	2.92	7.04
Shopping Plaza (40-150k)	821	1,000 SF GFA	5.19	40%	C	3.11	5.83	50%	2.92	2.92	9.08
Strip Retail Plaza (<40k SF)	822	1,000 SF GFA	6.59	40%	B	3.95	5.83	50%	2.92	2.92	11.53
Supermarket	850	1,000 SF GFA	8.95	24%	C	6.80	5.83	50%	2.92	2.92	19.86
Toy/Children's Superstore	864	1,000 SF GFA	5.00	30%	B	3.50	5.83	50%	2.92	2.92	10.22
Department Store	875	1,000 SF GFA	1.95	30%	B	1.37	5.83	50%	2.92	2.92	4.00
SERVICES											
Walk-In Bank	911	1,000 SF GFA	12.13	40%	B	7.28	6.11	50%	3.05	3.05	22.20
Drive-In Bank	912	Drive-In Lane(s)	21.01	35%	A	13.66	6.11	50%	3.05	3.05	41.66
Hair Salon	918	1,000 SF GLA	1.45	30%	B	1.02	6.11	50%	3.05	3.05	3.11

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 3rd Edition (September 2017)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: 2021 Pass-By Tables for ITETripGen Appendices

6. SAMPLE CALCULATIONS

The following section details two examples of maximum assessable Transportation Impact Fee calculations.

Example 1:

Development Type - One Unit of Single-Family Housing in Service Area B

Transportation Impact Fee Calculation Steps – Example 1	
Step 1	Determine Development Unit and Vehicle-Miles Per Development Unit
	<i>From Table 12 [Land Use – Vehicle-Mile Equivalency Table]</i> Development Type: 1 Dwelling Unit of Single-Family Detached Housing Number of Development Units: 1 Dwelling Unit Veh-Mi Per Development Unit: 3.68
Step 2	Determine Maximum Assessable Impact Fee Per Service Unit
	<i>From Table 11, Line 22 [Maximum Assessable Fee Per Service Unit]</i> Service Area B: \$1,414
Step 3	Determine Maximum Assessable Impact Fee
	Impact Fee = # of Development Units * Veh-Mi Per Dev Unit * Max. Fee Per Service Unit
	Impact Fee = 1 * 3.68 * \$1,414 Maximum Assessable Impact Fee = \$5,203.52

Example 2:

Development Type – 125,000 SF Home Improvement Superstore in Service Area B

Transportation Impact Fee Calculation Steps – Example 2	
Step 1	Determine Development Unit and Vehicle-Miles Per Development Unit
	<i>From Table 12 [Land Use – Vehicle-Mile Equivalency Table]</i> Development Type: 125,000 square feet of Home Improvement Superstore Development Unit: 1,000 square feet of Gross Floor Area Veh-Mi Per Development Unit: 3.88
Step 2	Determine Maximum Assessable Impact Fee Per Service Unit
	<i>From Table 11, Line 22 [Maximum Assessable Fee Per Service Unit]</i> Service Area B: \$1,414
Step 3	Determine Maximum Assessable Impact Fee
	Impact Fee = # of Development Units * Veh-Mi Per Dev Unit * Max. Fee Per Service Unit
	Impact Fee = 125 * 3.88 * \$1,414 Maximum Assessable Impact Fee = \$685,790.00



7. CONCLUSION

The City of Bastrop has established a process to implement the assessment and collection of Transportation Impact Fees through the adoption of an impact fee ordinance that is consistent with Chapter 395 of the Texas Local Government Code.

This report establishes the maximum allowable Transportation Impact Fee that could be assessed by the City of Bastrop within each service area. The maximum assessable Transportation Impact Fees calculated in this report are as shown below:

Service Area	A	B
2025 Maximum Assessable Fee Per Service Unit (\$/Veh-mi)	\$2,033	\$1,414

This document serves as a guide to the assessment of Transportation Impact Fees pertaining to future development and the City’s need for roadway improvements to accommodate that growth. Following the public hearing process, the City Council may establish an amount to be assessed (if any) up to the maximum established within this report and update the Transportation Impact Fee Ordinance accordingly.

In conclusion, it is our opinion that the data and methodology used in this update are appropriate and consistent with Chapter 395 of the Texas Local Government Code. Furthermore, the Land Use Assumptions and the proposed Capital Improvement Plan are appropriately incorporated into the process.



8. APPENDICES

A. CIP SERVICE UNITS OF SUPPLY

B. EXISTING ROADWAY FACILITIES INVENTORY

C. CONCEPTUAL LEVEL PROJECT COST PROJECTIONS

D. SUMMARY OF TRANSPORTATION IMPACT FEE CREDIT DETERMINATION

E. TRANSPORTATION IMPACT FEE CREDIT DETERMINATION SUPPORTING EXHIBITS



A. CIP SERVICE UNITS OF SUPPLY

City of Bastrop - 2023 Transportation Impact Fee Study
CIP Service Units of Supply

Service Area A

8/19/2025

Project ID #	ROADWAY	LIMITS	LENGTH (MI)	LANES	IMPACT FEE CLASSIFICATION	PEAK HOUR VOLUME	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL	VEH-MI TOTAL DEMAND PK-HR	EXCESS CAPACITY PK-HR VEH-MI	TOTAL PROJECT COST	
A-1	Agnes (1)	Bear Hunter Drive to Hunter's Crossing	0.46	4	4D_(80)	0	100%	725	1321	0	1,321	\$ 4,370,000	
A-2	Agnes (2)	Hospital Drive to Schaefer Blvd	0.35	4	4D_(80)	0	100%	725	1005	0	1005	\$ 3,325,000	
A-3	Bear Hunter Drive (1)	Bear Hunter Drive (existing) to 1,000' N of Shiloh Rd	0.42	4	4D_(80)	0	100%	725	1230	0	1230	\$ 4,069,000	
A-4	Blakey Ln (1)	Edward Burlison Ln to 1,830' E of Edward Burlison Ln	0.35	2	2U_(50)	0	100%	425	295	0	295	\$ 1,423,000	
A-5	Blakey Ln (2)	City Limits to Old Austin Highway	0.43	2	2U_(50)	0	100%	425	368	0	368	\$ 1,773,000	
A-6	Greenleaf Fisk Dr	Bass Drive to Schaefer Blvd	0.57	3	3U_(56)	0	100%	525	890	0	890	\$ 2,664,000	
A-7	Hasler Blvd (1)	Old Austin Hwy to Colorado River	0.26	4	4D_(80)	0	100%	725	761	0	761	\$ 2,518,000	
A-8	Marie St	Schaefer Blvd to Hasler Blvd	0.25	2	2U_(50)	0	100%	425	214	0	214	\$ 1,032,000	
A-9	Orchard Pkwy	SH 71 to Hunters Point Drive	0.42	3	3U_(56)	0	100%	525	661	0	661	\$ 1,976,000	
A-10	Agnes (3)	Schaefer Blvd to Childers Drive	0.60	4	4D_(80)	378	100%	725	1744	227	1,517	\$ 5,959,000	
A-11	Edward Burlison	Blakey to SH 21 EBFR	0.32	4	4D_(80)	774	100%	725	931	248	683	\$ 2,862,000	
A-12	FM 969 (1)	City Limits to Blakey Ln	0.46	5	4D_(110)	1,035	100%	900	2050	471	1,579	\$ 768,800	
A-13	FM 969 (2)	Blakey Ln to State Highway 21	0.28	5	4D_(110)	683	100%	900	1278	194	1,084	\$ 479,600	
A-14	Hasler Blvd (2)	Old Austin Hwy to SH 21	0.25	4	4D_(80)	914	100%	725	736	232	504	\$ 2,516,000	
A-15	Home Depot Way	Hunter's Crossing to SH 304	0.34	4	4D_(80)	17	100%	725	991	6	985	\$ 3,388,000	
A-16	Agnes (4)	SH 304 to Hospital Drive	0.41	4	4D_(80)	17	100%	725	1175	7	1,168	\$ 3,614,000	
A-17	Bear Hunter Drive (2)	State Highway 21 to Bear Hunter Drive (existing)	0.63	4	4D_(80)	63	100%	725	1815	39	1,776	\$ 5,582,000	
A-18	SH 304	SH 21 EBFR to Hunters Point Dr	0.55	5	4D_(110)	1,264	100%	900	2493	700	1,793	\$ 935,200.00	
SUBTOTAL									19,958	2,124	17,834	\$ 49,254,600	
I-1	Highway 71 & FM 20	Traffic Signal	INTERSECTION IMPROVEMENTS				100%	-	-	-	-	-	\$ 500,000
I-2	FM 969 / Bear Hunter & SH 21	Overpass					100%	-	-	-	-	\$ 10,000,000	
I-3	Edward Burlison Ln / SH 304 & SH 21	Intersection Improvements					100%	-	-	-	-	\$ 300,000	
I-4	Hasler Blvd & SH 21	Intersection Improvements					100%	-	-	-	-	\$ 300,000	
I-5	Loop 150 / Childers Dr & SH 21	Intersection Improvements					100%	-	-	-	-	\$ 300,000	
I-6	Agnes & Hasler	Roundabout					100%	-	-	-	-	\$ 2,000,000	
I-7	Old Austin & Loop 150	Roundabout					100%	-	-	-	-	\$ 2,000,000	
SUBTOTAL												\$ 15,400,000	

2023 Roadway Impact Fee Study Cost Per Service Area \$ 39,980

TOTAL COST IN SERVICE AREA A \$ 64,694,580

EXHIBIT C

Item 12H.

City of Bastrop - 2023 Transportation Impact Fee Study
CIP Service Units of Supply

Service Area B

6/20/2023

Project ID #	ROADWAY	LIMITS	LENGTH (MI)	LANES	IMPACT FEE CLASSIFICATION	PEAK HOUR VOLUME	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL	VEH-MI TOTAL DEMAND PK-HR	EXCESS CAPACITY PK-HR VEH-MI	TOTAL PROJECT COST
B-1	Carter St	Mesquite St to Magnolia St	0.17	2	2U_(50)	0	100%	425	146	0	146	\$ 707,000
B-2	Chambers St	Cedar St to Farm St	0.29	2	2U_(50)	0	100%	425	243	0	243	\$ 1,172,000
B-3	Future Collector A	Pitt St to Future Collector B	0.22	2	2U_(50)	0	100%	425	185	0	185	\$ 893,000
B-4	Future Collector B	Lost Pines Ave to SH 71	0.19	2	2U_(50)	0	100%	425	159	0	159	\$ 764,000
B-5	Future Collector C	Technology Drive extension to City Limits	0.17	2	2U_(50)	0	100%	425	144	0	144	\$ 695,000
B-6	Future Collector D	Jackson St extension to 420' E of Jackson St extension	0.08	2	2U_(50)	0	100%	425	68	0	68	\$ 326,000
B-7	Hasler Blvd (3)	Colorado River to Willow St	0.29	4	4D_(80)	0	100%	725	851	0	851	\$ 2,817,000
B-8	Jackson St (1)	Jackson St (existing) to 1,260' S of Jackson St	0.24	4	4D_(80)	0	100%	725	695	0	695	\$ 2,299,000
B-9	Jasper St (1)	Jackson St to 930' E of Jackson St	0.18	2	2U_(50)	0	100%	425	150	0	150	\$ 722,000
B-10	Jasper St (2)	930' E of Jackson St to Hidden Hollow Ct	0.51	2	2U_(50)	0	100%	425	433	0	433	\$ 2,087,000
B-11	Majestic Pine Dr	Majestic Pine Dr (existing) to Mauna Loa Ln	0.10	2	2U_(50)	0	100%	425	84	0	84	\$ 404,000
B-12	Mauna Loa Ln (1)	Pine Lodge Dr to Briar Forest Dr	0.95	2	2U_(50)	0	100%	425	807	0	807	\$ 3,890,000
B-13	Mesquite St (1)	800' W of Wilson St to Wilson St	0.15	3	3U_(56)	0	100%	525	234	0	234	\$ 701,000
B-14	Mesquite St (2)	SH 95 to Piney Ridge Dr	0.41	3	3U_(56)	0	100%	525	653	0	653	\$ 1,954,000
B-15	Pitt St	SH 71 to Jasper St	0.10	2	2U_(50)	0	100%	425	83	0	83	\$ 401,000
B-16	South Street (1)	Lovers Lane to South St (existing)	0.33	3	3U_(56)	0	100%	525	519	0	519	\$ 1,553,000
B-17	South Street (2)	1,200' E of Jackson St to Mauna Loa Ln	0.21	3	3U_(56)	0	100%	525	333	0	333	\$ 996,000
B-18	Technology Drive (1)	Mill St to Business Park Dr	0.14	2	2U_(50)	0	100%	425	122	0	122	\$ 586,000
B-19	Technology Drive (2)	Technology Drive (existing) to City Limits	0.46	2	2U_(50)	0	100%	425	391	0	391	\$ 1,885,000
B-20	Walnut Street	Martin Luther King Dr to SH 21	0.22	2	2U_(50)	0	100%	425	188	0	188	\$ 907,000
B-21	Jackson St (2)	SH 21 to South St	0.25	4	4D_(80)	530	100%	725	717	131	586	\$ 500,000
B-22	Lovers Ln	City Limits to College St	0.29	3	3U_(56)	543	100%	525	455	157	298	\$ 10,000,000
B-23	Mauna Loa Ln (2)	Briar Forest Dr to Tahitian Dr	0.23	2	2U_(50)	20	100%	425	192	5	187	\$ 300,000
B-24	Mesquite St (3)	Wilson St to SH 95	0.52	3	3U_(56)	116	100%	525	825	61	764	\$ 300,000
B-25	SH 95 (1)	Mesquite St to 700' S of Mesquite St	0.13	5	4D_(110)	2,096	100%	900	592	276	316	\$ 300,000
B-26	SH 95 (2)	700' S of Mesquite St to Hawthorne St	0.51	5	4D_(110)	2,096	100%	900	2301	1,072	1,229	\$ 2,000,000
B-27	SH 95 (3)	Hawthorne St to Cedar St	0.30	5	4D_(110)	2,096	100%	900	1330	619	711	\$ 2,000,000
B-28	SH 95 (4)	Cedar St to Spring St	0.36	5	4D_(110)	2,096	100%	900	1607	748	859	\$ 754,000
B-29	SH 95 (5)	Farm St to Chestnut St/SH 21	0.16	5	4D_(110)	2,096	100%	900	741	345	396	\$ 348,000
B-30	South Street (3)	650' W of Jackson St to 1,200' E of Jackson St	0.32	3	3U_(56)	44	100%	525	500	14	486	\$ 1,544,000
B-31	SH 21 (1)	Chestnut St to Walnut St	0.30	5	4D_(110)	2,196	100%	900	1347	657	690	\$ 632,000
B-32	SH 21 (2)	Walnut St to SH 21 WBFR	0.43	5	4D_(110)	2,200	100%	900	1922	940	982	\$ 902,000
B-33	SH 95 (6)	SH 21 WBFR to SH 21 EBFR	0.11	5	4D_(110)	1,490	100%	900	494	164	330	\$ 232,000
SUBTOTAL									19,511	5,189	14,322	\$ 45,571,000
I-8	Mesquite St & SH 95	Traffic Signal	INTERSECTION IMPROVEMENTS			100%	-	-	-	-	\$ 500,000	
I-9	SH 95 & Cedar St	Traffic Signal	INTERSECTION IMPROVEMENTS			100%	-	-	-	-	\$ 500,000	
SUBTOTAL												\$ 1,000,000

2023 Roadway Impact Fee Study Cost Per Service Area \$ 39,980
TOTAL COST IN SERVICE AREA B \$ 46,610,980



B. EXISTING ROADWAY FACILITIES INVENTORY

EXHIBIT C

Item 12H.

City of Bastrop - 2023 Transportation Impact Fee Study Existing Roadway Facilities Inventory

Service Area A

6/20/2023

ROADWAY	FROM	TO	LENGTH (ft)	LENGTH (mi)	EXIST LANES		TxDOT (Y/N)	PM PEAK HOUR VOL		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI					
					NB/EB	SB/WB		NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB						
Agnes	SH 304	Hospital Drive	2140	0.41	1	1	2U	6	11	100%	425	425	172	172	2	4	170	168						
Agnes	Schaefer Blvd	Childers Drive	3177	0.60	1	1	2U	179	199	100%	425	425	256	256	108	120	148	136						
Bear Hunter Drive	State Highway 21	Bear Hunter Drive (existing)	3305	0.63	1	1	2U	25	38	100%	425	425	266	266	16	24	250	242						
Blakey Ln	FM 969	Duff Dr	2764	0.52	1	1	3U	N	268	146	100%	525	525	275	275	140	76	135	198					
Blakey Ln	Duff Dr	Edward Burleson Ln	1915	0.36	1	1	3U	Y	268	146	100%	630	630	229	229	97	53	131	176					
Childers Dr	Hasler Blvd	Trailside Ln	2661	0.50	1	1	2U	179	199	100%	425	425	214	214	90	100	124	114						
Childers Dr	Schaefer Blvd	Hasler Blvd	2661	0.50	1	1	2U	179	199	100%	425	425	214	214	90	100	124	114						
Duff Drive	Blakey	SH 71	1485	0.28	1	1	3U	Y	36	36	100%	525	525	148	148	10	10	138	138					
Edward Burleson	Blakey	SH 21 EBFR	1696	0.32	1	1	3U	Y	229	545	100%	630	630	202	202	74	175	129	27					
FM 20	SH 21 EBFR	City Limits	1772	0.34	1	1	3U	Y	386	557	100%	900	900	302	302	130	187	173	115					
FM 20	City Limits	Solomon Ln	4178	0.79	1	1	3U	Y	212	211	50%	900	900	356	356	84	83	272	273					
FM 969	Blakey Ln	State Highway 21	1501	0.29	1	1	2U	Y	305	378	100%	900	900	256	256	87	107	169	148					
FM 969	City Limits	Blakey Ln	2406	0.46	1	1	2U	Y	387	648	100%	900	900	410	410	176	295	234	115					
Hasler Blvd	State Highway 21 W Frontage Rd	Walnut Drive	1187	0.22	1	1	2U	Y	14	13	100%	510	510	115	115	3	3	111	112					
Hasler Blvd	Old Austin Hwy	SH 21	1342	0.25	1	1	3U	Y	467	447	100%	630	630	160	160	119	114	41	47					
Home Depot Way	Hunter's Crossing	SH 304	1804	0.34	1	1	2U	Y	6	11	100%	425	425	145	145	2	4	143	141					
Hunter's Crossing	SH 71	Hunter's Point	2573	0.49	1	1	3U	Y	156	156	100%	525	525	256	256	76	76	180	180					
Hunters Point Dr	Bear Hunter Dr	State Highway 304	3943	0.75	1	1	2U	Y	122	64	100%	510	510	381	381	91	48	290	333					
Loop 150	SH 21	Old Austin Hwy	1161	0.22	1	1	3U	Y	446	376	100%	900	900	198	198	98	83	100	115					
Loop 150	Old Austin Hwy	Colorado River	1580	0.30	1	1	3U	Y	926	835	100%	900	900	269	269	277	250	4	19	8				
Lovers Ln	Point approx. 700 ft north of intersection with Margies Way	Point along Lovers Ln where the road turn sharply right	2359	0.45	1	1	2U	Y	217	326	100%	510	510	228	228	97	146	131	82					
Old Austin Highway	Point approx. 200 ft west of eastern entrance to Silver Pines Nursing and Rehabilitation Center	Texas Loop 150	2318	0.44	1	1	3U	Y	694	643	100%	630	630	277	277	305	282	-28	-6	28	6			
Old Austin Highway	Point approx. 75 ft west of entrance to Britz & Shery Car Wash Bastrop	Point approx. 200 ft west of eastern entrance to Silver Pines Nursing and Rehabilitation Center	3037	0.58	2	2	4U	Y	171	324	100%	660	660	759	759	98	186	661	573					
Orchard Pkwy	SH 71	Hunters Point Drive	476	0.09	1	1	2U	Y	27	43	100%	425	425	38	38	2	4	36	34					
Schaefer Blvd	Agnes	Childers Dr	1940	0.37	1	1	2U	Y	179	199	100%	425	425	156	156	66	73	90	83					
SH 21/71	I, 200' E of Colorado River	Colorado River	1202	0.23	2	2	4U	Y	941	1026	100%	900	900	410	410	214	234	196	176					
SH 21/71	Hasler Blvd	Point approx. 400ft west of bridge where divided lanes merge into undivided	444	0.08	2	2	4D	Y	941	1026	100%	900	900	151	151	79	86	72	65					
SH 304	SH 21 EBFR	Hunters Point Dr	2823	0.55	2	2	4U	Y	473	781	100%	900	900	996	996	262	438	735	559					
SH 304	Hunters Point Dr	City Limits	422	0.08	1	1	3U	Y	32	489	100%	900	900	72	72	26	39	46	33					
SH 71 EBFR	Hasler Blvd	Point approx. 400ft west of bridge where divided lanes merge into undivided	3516	0.67	2	2	4D	Y	792	0	100%	900	900	1,199	1,199	527	0	671	1,199					
SH 71 EBFR	Edward Burleson Ln	Hasler Blvd	5188	0.98	2	2	4D	Y	1054	0	100%	900	900	1,769	1,769	1,036	0	733	1,769					
SH 71 EBFR	Approx. Bastrop City Limit	Navarro Blvd	2189	0.41	2	2	4D	Y	222	0	100%	900	900	746	746	92	0	654	746					
SH 71 EBFR	Navarro Blvd	Point approx. at the beginning of the northern Frontage Rd & and the western driveway to Texas Tractor Country	6585	1.25	2	2	4D	Y	222	0	100%	900	900	2,245	2,245	277	0	1,968	2,245					
SH 71 EBFR	Point approx. at the beginning of the northern Frontage Rd & and the western driveway to Texas Tractor Country	FM 20	3135	0.59	2	2	4D	Y	222	0	100%	900	900	1,069	1,069	132	0	937	1,069					
SH 71 EBFR	FM 20	Edward Burleson Ln	7220	1.37	2	2	4D	Y	448	0	100%	900	900	2,461	2,461	613	0	1,849	2,461					
SH 71 WBFR	Edward Burleson Ln	Hasler Blvd	5219	0.99	2	2	4D	Y	0	2165	100%	900	900	1,779	1,779	0	2,140	1,779	-361		361			
SH 71 WBFR	Hasler Blvd	Point approx. 400ft west of bridge where divided lanes merge into undivided	3427	0.65	2	2	4D	Y	0	957	100%	900	900	1,168	1,168	0	621	1,168	-547					
SH 71 WBFR	Approx. Bastrop City Limit	Navarro Blvd	2176	0.41	2	2	4D	Y	0	139	100%	900	900	742	742	0	57	742	685					
SH 71 WBFR	Navarro Blvd	Point approx. at the beginning of the northern Frontage Rd & and the western driveway to Texas Tractor Country	6587	1.25	2	2	4D	Y	0	139	100%	900	900	2,246	2,246	0	173	2,246	2,072					
SH 71 WBFR	Point approx. at the beginning of the northern Frontage Rd & and the western driveway to Texas Tractor Country	FM 20	3134	0.59	2	2	4D	Y	0	139	100%	900	900	1,069	1,069	0	83	1,069	986					
SH 71 WBFR	FM 20	Edward Burleson Ln	7219	1.37	2	2	4D	Y	0	539	100%	900	900	2,461	2,461	0	737	2,461	1,724					
Woodlands Dr	North entrance of Lost Pines RV Park	State Highway 71 Frontage Road	444	0.08	1	1	2U	Y	25	25	100%	425	425	36	36	2	2	34	34					
SUBTOTAL			80,985	15.34													14,933	14,939	4,984	3,401	9,955	11,538	28	6
																	29,877	14,939	8,385		21,493		34	

EXHIBIT C

Item 12H.

City of Bastrop - 2023 Transportation Impact Fee Study Existing Roadway Facilities Inventory

6/20/2023

Service Area B

ROADWAY	FROM	TO	LENGTH (ft)	LENGTH (mi)	EXIST LANES		EXIST LANES	TXDOT (Y/N)	PM PEAK HOUR VOL		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI					
					NB/EB	SB/WB			NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
Jackson St	SH 21	South St	1307	0.25	1	1	3U		370	160	100%	525	525	130	130	92	40	38	90						
Loop 150	Main St	Water St	396	0.07	1	1	3U		610	460	100%	525	525	39	39	46	34	-6	5	6					
Loop 150	Water St	Pecan St	388	0.07	1	1	3U		610	460	100%	525	525	39	39	45	34	-6	5	6					
Loop 150	Pecan St	Jefferson St	392	0.07	1	1	3U	N	610	460	100%	525	525	39	39	45	34	-6	5	6					
Loop 150	Jefferson St	Hill St	396	0.08	1	1	3U	Y	610	460	100%	900	900	68	68	46	35	22	33						
Loop 150	Hill St	Hayset St	383	0.07	1	1	3U		610	460	100%	525	525	38	38	44	33	-6	5	6					
Loop 150	Hayset St	Fayette St	411	0.08	1	1	3U		610	460	100%	525	525	41	41	48	36	-7	5	7					
Loop 150	Fayette St	Point Approx. 170ft from driveway to Stem & Stone Craft Beer, Wine & Eats	1139	0.22	1	1	3U		610	460	100%	525	525	113	113	132	99	-18	14	18					
Loop 150	Point Approx. 170ft from driveway to Stem & Stone Craft Beer, Wine & Eats	SH 95	464	0.08	2	2	4U	Y	610	460	100%	900	900	158	158	54	40	105	118						
Loop 150	Point approx. at the northeastern driveway to Circle K	Northern frontage road of SH 71/95	515	0.10	2	2	4U	Y	523	423	100%	900	900	175	175	51	41	124	134						
Loop 150	SH 21	SH 71	4042	0.77	1	1	2U	Y	523	423	100%	900	900	689	689	400	324	289	365						
Loop 150	SH 21	Loop 150	723	0.14	1	0	1U	Y	238	0	100%	900	900	123	123	33	0	91	123						
Loop 150	Colorado River	Main St	960	0.18	1	1	3U	Y	610	460	100%	900	900	164	164	111	84	53	80						
Lovers Ln	City Limits	College St	1525	0.29	1	1	2U	Y	217	326	100%	510	510	147	147	63	94	85	53						
Mauna Loa Ln	Briar Forest Dr	Tahitan Dr	1193	0.23	1	1	2U-R	Y	10	10	100%	420	420	95	95	2	2	93	93						
Mesquite St	Wilson St	SH 95	2767	0.52	1	1	2U		36	80	100%	425	425	223	223	19	42	204	181						
N Main St	City Limits	Mesquite Rd	898	0.17	1	1	2U		37	37	100%	425	425	72	72	6	6	66	66						
SH 21	1,500' E of Loop 150	City Limits	5389	1.02	2	2	4D	Y	896	878	100%	900	900	1,837	1,837	914	896	923	941						
SH 21	Walnut St	SH 21 WBFR	2254	0.43	2	2	5U	Y	1250	950	100%	900	900	768	768	534	405	235	363						
SH 21	Chestnut St	Walnut St	1578	0.30	2	2	5U	Y	1190	1006	100%	900	900	538	538	356	301	182	237						
SH 21	Loop 150	1,500' E of Loop 150	1882	0.36	2	2	5U	Y	896	878	100%	900	900	641	641	319	313	322	329						
SH 21/71	Colorado River	Water St	300	0.06	2	2	4U	Y	941	1026	100%	900	900	102	102	54	58	49	44						
SH 21/71	End of bridge (where undivided lanes become divided)	SH 21	767	0.15	2	2	4D	Y	941	1026	100%	900	900	262	262	137	149	125	112						
SH 21/Loop 150	SH 95	Point at which SH 21 forks into SH 21 and Loop 150	3552	0.67	2	2	4U		830	640	100%	550	550	740	740	558	431	182	309						
SH 71 EBFR	End of bridge (where undivided lanes become divided)	SH 21	3160	0.60	2	2	4D		1090	0	100%	725	725	868	868	652	0	215	868						
SH 71 EBFR	Loop 150	City Limits	1672	0.32	2	2	4D	Y	193	0	100%	900	900	570	570	61	0	509	570						
SH 71 EBFR	SH 21	Arena Dr	3606	0.68	2	2	4D	Y	340	0	100%	900	900	1,229	1,229	232	0	997	1,229						
SH 71 EBFR	ArenaDr	Loop 150	3851	0.73	2	2	4D	Y	624	0	100%	900	900	1,313	1,313	455	0	858	1,313						
SH 71 WBFR	Loop 150	City Limits	1656	0.31	2	2	4D	Y	0	430	100%	900	900	565	565	0	135	565	430						
SH 71 WBFR	End of bridge (where undivided lanes become divided)	SH 21	3166	0.60	2	2	4D	Y	0	1095	100%	900	900	1,079	1,079	0	657	1,079	423						
SH 71 WBFR	SH 21	Arena Dr	3612	0.68	2	2	4D	Y	0	430	100%	900	900	1,231	1,231	0	294	1,231	937						
SH 71 WBFR	ArenaDr	Loop 150	3858	0.73	2	2	4D	Y	0	430	100%	900	900	1,315	1,315	0	314	1,315	1,001						
SH 95	SH 21 WBFR	SH 21 EBFR	580	0.11	2	2	5U	Y	1250	240	100%	900	900	198	198	137	26	60	171						
SH 95	Farm St	Chestnut St/SH 21	870	0.16	2	2	4U	Y	1120	976	100%	900	900	297	297	185	161	112	136						
SH 95	Spring St	Spring St	1883	0.36	1	1	3U	Y	1120	976	100%	900	900	321	321	399	348	-78	-27	78	27				
SH 95	Hawthorne St	Cedar St	1560	0.30	1	1	3U	Y	1120	976	100%	900	900	266	266	331	288	-65	-22	65	22				
SH 95	700' S of Mesquite St	Hawthorne St	2698	0.51	1	1	2U	Y	1120	976	100%	900	900	460	460	572	499	-112	-39	112	39				
SH 95	City Limits	Mesquite St	1930	0.37	1	1	3U	Y	1120	976	100%	900	900	329	329	409	357	-80	-28	80	28				
SH 95	Mesquite St	700' S of Mesquite St	697	0.13	1	1	3U	Y	1120	976	100%	900	900	119	119	148	129	-29	-10	29	10				
South Street	650' W of Jackson St	1,200' E of Jackson St	1673	0.32	1	1	2U-R	Y	22	22	100%	420	420	133	133	7	7	126	126						
SUBTOTAL			70,091	13.27										17,534	17,534	7,696	6,746	9,838	10,788	364	126				
														35,068	14,442	20,626			490						



C. CONCEPTUAL LEVEL PROJECT COST PROJECTIONS

City of Bastrop - 2023 Transportation Impact Fee Study
 Capital Improvement Plan for Transportation Impact Fees
 Summary of Conceptual Level Projects

Roadway Improvements - Service Area A

#	Type	IF Classification	Project	Limits		Project Cost	Total Cost in Service Area
				From	To		
A-1	New	4D_(80)	Agnes (1)	Bear Hunter Drive	Hunter's Crossing	\$ 4,370,000	\$ 4,370,000
A-2	New	4D_(80)	Agnes (2)	Hospital Drive	Schaefer Blvd	\$ 3,325,000	\$ 3,325,000
A-3	New	4D_(80)	Bear Hunter Drive (1)	Bear Hunter Drive (existing)	1,000' N of Shiloh Rd	\$ 4,069,000	\$ 4,069,000
A-4	New	2U_(50)	Blakey Ln (1)	Edward Burleson Ln	1,830' E of Edward Burleson Ln	\$ 1,423,000	\$ 1,423,000
A-5	New	2U_(50)	Blakey Ln (2)	City Limits	Old Austin Highway	\$ 1,773,000	\$ 1,773,000
A-6	New	3U_(56)	Greenleaf Fisk Dr	Bass Drive	Schaefer Blvd	\$ 2,664,000	\$ 2,664,000
A-7	New	4D_(80)	Hasler Blvd (1)	Hasler Blvd	Colorado River	\$ 2,518,000	\$ 2,518,000
A-8	New	2U_(50)	Marie St	Schaefer Blvd	Hasler Blvd	\$ 1,032,000	\$ 1,032,000
A-9	New	3U_(56)	Orchard Pkwy	SH 71	Hunters Point Drive	\$ 1,976,000	\$ 1,976,000
A-10	Widening	4D_(80)	Agnes (3)	Schaefer Blvd	Childers Drive	\$ 5,959,000	\$ 5,959,000
A-11	Widening	4D_(80)	Edward Burleson	Blakey	SH 21 EBFR	\$ 2,862,000	\$ 2,862,000
A-12	Widening	4D_(110)	FM 969 (1)	City Limits	Blakey Ln	\$ 768,800	\$ 768,800
A-13	Widening	4D_(110)	FM 969 (2)	Blakey Ln	State Highway 21	\$ 479,600	\$ 479,600
A-14	Widening	4D_(80)	Hasler Blvd (2)	Old Austin Hwy	SH 21	\$ 2,516,000	\$ 2,516,000
A-15	Widening	4D_(80)	Home Depot Way	Hunter's Crossing	SH 304	\$ 3,388,000	\$ 3,388,000
A-16	Widening 1/2	4D_(80)	Agnes (4)	SH 304	Hospital Drive	\$ 3,614,000	\$ 3,614,000
A-17	Widening 1/2	4D_(80)	Bear Hunter Drive (2)	State Highway 21	Bear Hunter Drive (existing)	\$ 5,582,000	\$ 5,582,000
A-18	Access Management	4D_(110)	SH 304	SH 21 EBFR	Hunters Point Dr	\$ 935,200	\$ 935,200

Intersection Improvements

I-1			Traffic Signal	Highway 71 & FM 20		\$ 500,000	\$ 500,000
I-2			Overpass	FM 969 / Bear Hunter & SH 21		\$ 10,000,000	\$ 10,000,000
I-3			Intersection Improvements	Edward Burleson Ln / SH 304 & SH 21		\$ 300,000	\$ 300,000
I-4			Intersection Improvements	Hasler Blvd & SH 21		\$ 300,000	\$ 300,000
I-5			Intersection Improvements	Loop 150 / Childers Dr & SH 21		\$ 300,000	\$ 300,000
I-6			Roundabout	Agnes & Hasler		\$ 2,000,000	\$ 2,000,000
I-7			Roundabout	Old Austin & Loop 150		\$ 2,000,000	\$ 2,000,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. A-1
Name:	Agnes (1)	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Bear Hunter Drive to Hunter's Crossing		
Impact Fee Class:	Primary Multimodal Street B		
Ultimate Class:	4D_(80)		
Length (lf):	2,405		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation (3' depth)	13,361	CY	\$ 8.73	\$ 116,643
203	Earthwork/Topsoil (6" depth)	9,620	SY	\$ 1.83	\$ 17,605
303	6" Asphalt (Type C)	705	TON	\$ 140.87	\$ 99,379
403	Asphalt Prime Coat	7,055	GAL	\$ 6.00	\$ 42,328
503	Lime Treated Subgrade (12" depth)	13,361	SY	\$ 3.46	\$ 46,229
603	18" Flexible Base	13,361	SY	\$ 56.20	\$ 750,894
703	6' Concrete Sidewalk (4" depth)	3,207	SY	\$ 62.92	\$ 201,763
803	Machine Laid Curb & Gutter	9,620	LF	\$ 22.37	\$ 215,199
903	Turn Lanes and Median Openings	492	SY	\$ 118.58	\$ 58,286
Paving Construction Cost Subtotal:					\$ 1,548,327
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 61,933	
√	Roadway Drainage	Standard Internal System	30%	\$ 464,498	
√	Illumination		6%	\$ 92,900	
√	Water	Minor Adjustments	3%	\$ 46,450	
√	Sewer	Minor Adjustments	2%	\$ 30,967	
√	Landscaping and Irrigation		6%	\$ 92,900	
			Allowance Subtotal:	\$ 789,647	
Paving and Allowance Subtotal:					\$ 2,337,974
			Construction Contingency:	10%	\$ 233,797
			Mobilization	11%	\$ 257,177
			Prep ROW	4%	\$ 93,519
Construction Cost TOTAL:					\$ 2,923,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,923,000
Engineering/Survey/Testing:		16%	\$ 467,680
Inspection		3.5%	\$ 102,305
ROW/Easement Acquisition:		30%	\$ 876,900
Impact Fee Project Cost TOTAL			\$ 4,370,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. A-2
Name:	Agnes (2)	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Hospital Drive to Schaefer Blvd		
Impact Fee Class:	Primary Multimodal Street B		
Ultimate Class:	4D_(80)		
Length (lf):	1,830		

Roadway Construction Cost Projection						
No.	Item Description	Quantity	Unit	Unit Price	Item Cost	
103	Unclassified Street Excavation (3' depth)	10,167	CY	\$ 8.73	\$ 88,755	
203	Earthwork/Topsoil (6" depth)	7,320	SY	\$ 1.83	\$ 13,396	
303	6" Asphalt (Type C)	537	TON	\$ 140.87	\$ 75,619	
403	Asphalt Prime Coat	5,368	GAL	\$ 6.00	\$ 32,208	
503	Lime Treated Subgrade (12" depth)	10,167	SY	\$ 3.46	\$ 35,177	
603	18" Flexible Base	10,167	SY	\$ 56.20	\$ 571,367	
703	6' Concrete Sidewalk (4" depth)	2,440	SY	\$ 62.92	\$ 153,525	
803	Machine Laid Curb & Gutter	7,320	LF	\$ 22.37	\$ 163,748	
903	Turn Lanes and Median Openings	374	SY	\$ 118.58	\$ 44,351	
Paving Construction Cost Subtotal:					\$ 1,178,145	
Major Construction Component Allowances**:						
Item Description	Notes	Allowance	Item Cost			
	Traffic Control	None Anticipated	0%	\$ -		
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 47,126		
√	Roadway Drainage	Standard Internal System	30%	\$ 353,443		
√	Illumination		6%	\$ 70,689		
√	Water	Minor Adjustments	3%	\$ 35,344		
√	Sewer	Minor Adjustments	2%	\$ 23,563		
√	Landscaping and Irrigation		6%	\$ 70,689		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal:	\$ 600,854
Paving and Allowance Subtotal:					\$ 1,778,999	
Construction Contingency:					10%	\$ 177,900
Mobilization					11%	\$ 195,690
Prep ROW					4%	\$ 71,160
Construction Cost TOTAL:					\$ 2,224,000	

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,224,000
Engineering/Survey/Testing:		16%	\$ 355,840
Inspection		3.5%	\$ 77,840
ROW/Easement Acquisition:		30%	\$ 667,200
Impact Fee Project Cost TOTAL			\$ 3,325,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. A-3
Name:	Bear Hunter Drive (1)	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Bear Hunter Drive (existing) to 1,000' N of Shiloh Rd		
Impact Fee Class:	Primary Multimodal Street B		
Ultimate Class:	4D_(80)		
Length (lf):	2,240		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation (3' depth)	12,444	CY	\$ 8.73	\$ 108,640
203	Earthwork/Topsoil (6" depth)	8,960	SY	\$ 1.83	\$ 16,397
303	6" Asphalt (Type C)	657	TON	\$ 140.87	\$ 92,561
403	Asphalt Prime Coat	6,571	GAL	\$ 6.00	\$ 39,424
503	Lime Treated Subgrade (12" depth)	12,444	SY	\$ 3.46	\$ 43,058
603	18" Flexible Base	12,444	SY	\$ 56.20	\$ 699,378
703	6' Concrete Sidewalk (4" depth)	2,987	SY	\$ 62.92	\$ 187,921
803	Machine Laid Curb & Gutter	8,960	LF	\$ 22.37	\$ 200,435
903	Turn Lanes and Median Openings	458	SY	\$ 118.58	\$ 54,287
Paving Construction Cost Subtotal:					\$ 1,442,101
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 57,684	
√	Roadway Drainage	Standard Internal System	30%	\$ 432,630	
√	Illumination		6%	\$ 86,526	
√	Water	Minor Adjustments	3%	\$ 43,263	
√	Sewer	Minor Adjustments	2%	\$ 28,842	
√	Landscaping and Irrigation		6%	\$ 86,526	
			Allowance Subtotal:	\$ 735,471	
Paving and Allowance Subtotal:					\$ 2,177,572
Construction Contingency:					10% \$ 217,757
Mobilization					11% \$ 239,533
Prep ROW					4% \$ 87,103
Construction Cost TOTAL:					\$ 2,722,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,722,000
Engineering/Survey/Testing:		16%	\$ 435,520
Inspection		3.5%	\$ 95,270
ROW/Easement Acquisition:		30%	\$ 816,600
Impact Fee Project Cost TOTAL			\$ 4,069,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. A-4
Name:	Blakey Ln (1)	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Edward Burleson Ln to 1,830' E of Edward Burleson Ln		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	1,835		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation (2' depth)	4,893	CY	\$ 8.73	\$ 42,719
204	Earthwork/Topsoil (6" depth)	4,078	SY	\$ 1.83	\$ 7,462
304	3" Asphalt (Type C)	367	TON	\$ 140.87	\$ 51,699
404	Asphalt Prime Coat	3,670	GAL	\$ 6.00	\$ 22,020
504	Lime Treated Subgrade (12" depth)	7,340	SY	\$ 3.46	\$ 25,396
604	10" Flexible Base	7,340	SY	\$ 19.70	\$ 144,598
704	6' Concrete Sidewalk (4" depth)	2,039	SY	\$ 62.92	\$ 128,287
804	Machine Laid Curb & Gutter	3,670	LF	\$ 22.37	\$ 82,098
904	Turn Lanes and Median Openings	0	SY	\$ 63.33	\$ -
Paving Construction Cost Subtotal:					\$ 504,280
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
Traffic Control	None Anticipated	0%	\$ -		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 20,171		
√ Roadway Drainage	Standard Internal System	30%	\$ 151,284		
√ Illumination		6%	\$ 30,257		
√ Water	Minor Adjustments	3%	\$ 15,128		
√ Sewer	Minor Adjustments	2%	\$ 10,086		
√ Landscaping and Irrigation		6%	\$ 30,257		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 257,183
Paving and Allowance Subtotal:					\$ 761,462
Construction Contingency:					10% \$ 76,146
Mobilization					11% \$ 83,761
Prep ROW					4% \$ 30,458
Construction Cost TOTAL:					\$ 952,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 952,000
Engineering/Survey/Testing:		16%	\$ 152,320
Inspection		3.5%	\$ 33,320
ROW/Easement Acquisition:		30%	\$ 285,600
Impact Fee Project Cost TOTAL			\$ 1,423,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. A-5
Name:	Blakey Ln (2)	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	City Limits to Old Austin Highway		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	2,285		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation (2' depth)	6,093	CY	\$ 8.73	\$ 53,195
204	Earthwork/Topsoil (6" depth)	5,078	SY	\$ 1.83	\$ 9,292
304	3" Asphalt (Type C)	457	TON	\$ 140.87	\$ 64,378
404	Asphalt Prime Coat	4,570	GAL	\$ 6.00	\$ 27,420
504	Lime Treated Subgrade (12" depth)	9,140	SY	\$ 3.46	\$ 31,624
604	10" Flexible Base	9,140	SY	\$ 19.70	\$ 180,058
704	6' Concrete Sidewalk (4" depth)	2,539	SY	\$ 62.92	\$ 159,747
804	Machine Laid Curb & Gutter	4,570	LF	\$ 22.37	\$ 102,231
904	Turn Lanes and Median Openings	0	SY	\$ 63.33	\$ -
Paving Construction Cost Subtotal:					\$ 627,945
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 25,118	
√	Roadway Drainage	Standard Internal System	30%	\$ 188,383	
√	Illumination		6%	\$ 37,677	
√	Water	Minor Adjustments	3%	\$ 18,838	
√	Sewer	Minor Adjustments	2%	\$ 12,559	
√	Landscaping and Irrigation		6%	\$ 37,677	
			Allowance Subtotal:	\$ 320,252	
**Allowances based on % of Paving Construction Cost Subtotal					
Paving and Allowance Subtotal:					\$ 948,197
Construction Contingency:					10% \$ 94,820
Mobilization					11% \$ 104,302
Prep ROW					4% \$ 37,928
Construction Cost TOTAL:					\$ 1,186,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,186,000
Engineering/Survey/Testing:		16%	\$ 189,760
Inspection		3.5%	\$ 41,510
ROW/Easement Acquisition:		30%	\$ 355,800
Impact Fee Project Cost TOTAL			\$ 1,773,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. A-6
Name:	Greenleaf Fisk Dr	Construction of a 3 lane collector (2 lanes plus a center turn lane) with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Bass Drive to Schaefer Blvd		
Impact Fee Class:	Primary Multimodal Street A		
Ultimate Class:	3U_(56)		
Length (lf):	2,985		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation (2' depth)	9,287	CY	\$ 8.73	\$ 81,073
202	Earthwork/Topsoil (6" depth)	6,633	SY	\$ 1.83	\$ 12,139
302	3" Asphalt (Type C)	716	TON	\$ 140.87	\$ 100,919
402	Asphalt Prime Coat	7,164	GAL	\$ 6.00	\$ 42,984
502	Lime Treated Subgrade (12" depth)	13,930	SY	\$ 3.46	\$ 48,198
602	10" Flexible Base	13,930	SY	\$ 19.70	\$ 274,421
702	6' Concrete Sidewalk (4" depth)	3,980	SY	\$ 62.92	\$ 250,422
802	Machine Laid Curb & Gutter	5,970	LF	\$ 22.37	\$ 133,549
902	Turn Lanes and Median Openings	0	SY	\$ 71.37	\$ -
Paving Construction Cost Subtotal:					\$ 943,704
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
Traffic Control	None Anticipated	0%	\$ -		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 37,748		
√ Roadway Drainage	Standard Internal System	30%	\$ 283,111		
√ Illumination		6%	\$ 56,622		
√ Water	Minor Adjustments	3%	\$ 28,311		
√ Sewer	Minor Adjustments	2%	\$ 18,874		
√ Landscaping and Irrigation		6%	\$ 56,622		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 481,289
Paving and Allowance Subtotal:					\$ 1,424,993
Construction Contingency:					10% \$ 142,499
Mobilization					11% \$ 156,749
Prep ROW					4% \$ 57,000
Construction Cost TOTAL:					\$ 1,782,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,782,000
Engineering/Survey/Testing:		16%	\$ 285,120
Inspection		3.5%	\$ 62,370
ROW/Easement Acquisition:		30%	\$ 534,600
Impact Fee Project Cost TOTAL			\$ 2,664,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. A-7
Name:	Hasler Blvd (1)	Construction of a 4 lane arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Old Austin Hwy to Colorado River		
Impact Fee Class:	Primary Multimodal Street B		
Ultimate Class:	4D_(80)		
Length (lf):	1,385		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation (3' depth)	7,694	CY	\$ 8.73	\$ 67,173
203	Earthwork/Topsoil (6" depth)	5,540	SY	\$ 1.83	\$ 10,138
303	6" Asphalt (Type C)	406	TON	\$ 140.87	\$ 57,231
403	Asphalt Prime Coat	4,063	GAL	\$ 6.00	\$ 24,376
503	Lime Treated Subgrade (12" depth)	7,694	SY	\$ 3.46	\$ 26,623
603	18" Flexible Base	7,694	SY	\$ 56.20	\$ 432,428
703	6' Concrete Sidewalk (4" depth)	1,847	SY	\$ 62.92	\$ 116,192
803	Machine Laid Curb & Gutter	5,540	LF	\$ 22.37	\$ 123,930
903	Turn Lanes and Median Openings	283	SY	\$ 118.58	\$ 33,566
Paving Construction Cost Subtotal:					\$ 891,656
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
Traffic Control	None Anticipated	0%	\$ -		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 35,666		
√ Roadway Drainage	Standard Internal System	30%	\$ 267,497		
√ Illumination		6%	\$ 53,499		
√ Water	Minor Adjustments	3%	\$ 26,750		
√ Sewer	Minor Adjustments	2%	\$ 17,833		
√ Landscaping and Irrigation		6%	\$ 53,499		
Allowance Subtotal:					\$ 454,745
**Allowances based on % of Paving Construction Cost Subtotal					
Paving and Allowance Subtotal:					\$ 1,346,401
Construction Contingency:					10% \$ 134,640
Mobilization					11% \$ 148,104
Prep ROW					4% \$ 53,856
Construction Cost TOTAL:					\$ 1,684,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,684,000
Engineering/Survey/Testing:		16%	\$ 269,440
Inspection		3.5%	\$ 58,940
ROW/Easement Acquisition:		30%	\$ 505,200
Impact Fee Project Cost TOTAL			\$ 2,518,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. A-8
Name:	Marie St	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Schaefer Blvd to Hasler Blvd		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	1,330		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation (2' depth)	3,547	CY	\$ 8.73	\$ 30,962
204	Earthwork/Topsoil (6" depth)	2,956	SY	\$ 1.83	\$ 5,409
304	3" Asphalt (Type C)	266	TON	\$ 140.87	\$ 37,471
404	Asphalt Prime Coat	2,660	GAL	\$ 6.00	\$ 15,960
504	Lime Treated Subgrade (12" depth)	5,320	SY	\$ 3.46	\$ 18,407
604	10" Flexible Base	5,320	SY	\$ 19.70	\$ 104,804
704	6' Concrete Sidewalk (4" depth)	1,478	SY	\$ 62.92	\$ 92,982
804	Machine Laid Curb & Gutter	2,660	LF	\$ 22.37	\$ 59,504
904	Turn Lanes and Median Openings	0	SY	\$ 63.33	\$ -
Paving Construction Cost Subtotal:					\$ 365,500
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
Traffic Control	None Anticipated	0%	\$ -		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 14,620		
√ Roadway Drainage	Standard Internal System	30%	\$ 109,650		
√ Illumination		6%	\$ 21,930		
√ Water	Minor Adjustments	3%	\$ 10,965		
√ Sewer	Minor Adjustments	2%	\$ 7,310		
√ Landscaping and Irrigation		6%	\$ 21,930		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 186,405
Paving and Allowance Subtotal:					\$ 551,904
Construction Contingency:					10% \$ 55,190
Mobilization					11% \$ 60,709
Prep ROW					4% \$ 22,076
Construction Cost TOTAL:					\$ 690,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 690,000
Engineering/Survey/Testing:		16%	\$ 110,400
Inspection		3.5%	\$ 24,150
ROW/Easement Acquisition:		30%	\$ 207,000
Impact Fee Project Cost TOTAL			\$ 1,032,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. A-9
Name:	Orchard Pkwy	Construction of a 3 lane collector (2 lanes plus a center turn lane) with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	SH 71 to Hunters Point Drive		
Impact Fee Class:	Primary Multimodal Street A		
Ultimate Class:	3U_(56)		
Length (lf):	2,215		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation (2' depth)	6,891	CY	\$ 8.73	\$ 60,159
202	Earthwork/Topsoil (6" depth)	4,922	SY	\$ 1.83	\$ 9,008
302	3" Asphalt (Type C)	532	TON	\$ 140.87	\$ 74,886
402	Asphalt Prime Coat	5,316	GAL	\$ 6.00	\$ 31,896
502	Lime Treated Subgrade (12" depth)	10,337	SY	\$ 3.46	\$ 35,765
602	10" Flexible Base	10,337	SY	\$ 19.70	\$ 203,632
702	6' Concrete Sidewalk (4" depth)	2,953	SY	\$ 62.92	\$ 185,824
802	Machine Laid Curb & Gutter	4,430	LF	\$ 22.37	\$ 99,099
902	Turn Lanes and Median Openings	0	SY	\$ 71.37	\$ -
Paving Construction Cost Subtotal:					\$ 700,270
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
Traffic Control	None Anticipated	0%	\$ -		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 28,011		
√ Roadway Drainage	Standard Internal System	30%	\$ 210,081		
√ Illumination		6%	\$ 42,016		
√ Water	Minor Adjustments	3%	\$ 21,008		
√ Sewer	Minor Adjustments	2%	\$ 14,005		
√ Landscaping and Irrigation		6%	\$ 42,016		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 357,137
Paving and Allowance Subtotal:					\$ 1,057,407
Construction Contingency:					10% \$ 105,741
Mobilization					11% \$ 116,315
Prep ROW					4% \$ 42,296
Construction Cost TOTAL:					\$ 1,322,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,322,000
Engineering/Survey/Testing:		16%	\$ 211,520
Inspection		3.5%	\$ 46,270
ROW/Easement Acquisition:		30%	\$ 396,600
Impact Fee Project Cost TOTAL			\$ 1,976,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: Widening	Project No.: A-10
Name:	Agnes (3)	Construction of a 4 lane arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Schaefer Blvd to Childers Drive		
Impact Fee Class:	Primary Multimodal Street B		
Ultimate Class:	4D_(80)		
Length (lf):	3,175		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation (3' depth)	17,639	CY	\$ 8.73	\$ 153,988
203	Earthwork/Topsoil (6" depth)	12,700	SY	\$ 1.83	\$ 23,241
303	6" Asphalt (Type C)	931	TON	\$ 140.87	\$ 131,197
403	Asphalt Prime Coat	9,313	GAL	\$ 6.00	\$ 55,880
503	Lime Treated Subgrade (12" depth)	17,639	SY	\$ 3.46	\$ 61,031
603	18" Flexible Base	17,639	SY	\$ 56.20	\$ 991,306
703	6' Concrete Sidewalk (4" depth)	4,233	SY	\$ 62.92	\$ 266,361
803	Machine Laid Curb & Gutter	12,700	LF	\$ 22.37	\$ 284,099
903	Turn Lanes and Median Openings	649	SY	\$ 118.58	\$ 76,947
Paving Construction Cost Subtotal:					\$ 2,044,049
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	102,202	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	81,762	
√ Roadway Drainage	Standard Internal System	30%	\$	613,215	
√ Illumination		6%	\$	122,643	
√ Water	Minor Adjustments	3%	\$	61,321	
√ Sewer	Minor Adjustments	2%	\$	40,881	
√ Landscaping and Irrigation		6%	\$	122,643	
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 1,144,668
Paving and Allowance Subtotal:					\$ 3,188,717
Construction Contingency: 10%					\$ 318,872
Mobilization: 11%					\$ 350,759
Prep ROW: 4%					\$ 127,549
Construction Cost TOTAL:					\$ 3,986,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,986,000
Engineering/Survey/Testing:		16%	\$ 637,760
Inspection		3.5%	\$ 139,510
ROW/Easement Acquisition:		30%	\$ 1,195,800
Impact Fee Project Cost TOTAL			\$ 5,959,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: Widening	Project No. A-11
Name:	Edward Burleson	Construction of a 4 lane arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Blakey to SH 21 EBFR		
Impact Fee Class:	Primary Multimodal Street B		
Ultimate Class:	4D_(80)		
Length (lf):	1,695		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation (3' depth)	9,417	CY	\$ 8.73	\$ 82,208
203	Earthwork/Topsoil (6" depth)	6,780	SY	\$ 1.83	\$ 12,407
303	6" Asphalt (Type C)	497	TON	\$ 140.87	\$ 70,041
403	Asphalt Prime Coat	4,972	GAL	\$ 6.00	\$ 29,832
503	Lime Treated Subgrade (12" depth)	9,417	SY	\$ 3.46	\$ 32,582
603	18" Flexible Base	9,417	SY	\$ 56.20	\$ 529,217
703	6' Concrete Sidewalk (4" depth)	2,260	SY	\$ 62.92	\$ 142,199
803	Machine Laid Curb & Gutter	6,780	LF	\$ 22.37	\$ 151,669
903	Turn Lanes and Median Openings	346	SY	\$ 118.58	\$ 41,079
Paving Construction Cost Subtotal:					\$ 1,091,233
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	54,562	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	43,649	
√ Roadway Drainage	Standard Internal System	30%	\$	327,370	
√ Illumination		6%	\$	65,474	
√ Water	Minor Adjustments	3%	\$	32,737	
√ Sewer	Minor Adjustments	2%	\$	21,825	
√ Landscaping and Irrigation		6%	\$	65,474	
Allowance Subtotal:					\$ 611,090
**Allowances based on % of Paving Construction Cost Subtotal					
Paving and Allowance Subtotal:					\$ 1,702,323
Construction Contingency:					10% \$ 170,232
Mobilization					11% \$ 187,256
Prep ROW					4% \$ 68,093
Construction Cost TOTAL:					\$ 2,128,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,128,000
Engineering/Survey/Testing:		16%	\$ 340,480
Inspection		3.5%	\$ 74,480
ROW/Easement Acquisition:		15%	\$ 319,200
Impact Fee Project Cost TOTAL			\$ 2,862,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: Widening	Project No. A-12
Name:	FM 969 (1)	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	City Limits to Blakey Ln		
Impact Fee Class:	State Highway System		
Ultimate Class:	4D_(110)		
Length (lf):	2,405		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation (3' depth)	14,430	CY	\$ 8.73	\$ 125,974
201	Earthwork/Topsoil (6" depth)	16,568	SY	\$ 1.83	\$ 30,319
301	6" Asphalt (Type C)	770	TON	\$ 140.87	\$ 108,414
401	Asphalt Prime Coat	7,696	GAL	\$ 6.00	\$ 46,176
501	Lime Treated Subgrade (12" depth)	14,430	SY	\$ 3.46	\$ 49,928
601	18" Flexible Base	14,430	SY	\$ 56.20	\$ 810,966
701	6' Concrete Sidewalk (4" depth)	3,207	SY	\$ 62.92	\$ 201,763
801	Machine Laid Curb & Gutter	9,620	LF	\$ 22.37	\$ 215,199
901	Turn Lanes and Median Openings	492	SY	\$ 123.94	\$ 60,919
Paving Construction Cost Subtotal:					\$ 1,649,658
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	82,483	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	65,986	
√ Roadway Drainage	Standard Internal System	30%	\$	494,897	
√ Illumination		6%	\$	98,979	
√ Water	Minor Adjustments	3%	\$	49,490	
√ Sewer	Minor Adjustments	2%	\$	32,993	
√ Landscaping and Irrigation		6%	\$	98,979	
Allowance Subtotal:					\$ 923,809
**Allowances based on % of Paving Construction Cost Subtotal					
Paving and Allowance Subtotal:					\$ 2,573,467
Construction Contingency: 10%					\$ 257,347
Mobilization: 11%					\$ 283,081
Prep ROW: 4%					\$ 102,939
Construction Cost TOTAL:					\$ 3,217,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,217,000
Engineering/Survey/Testing:		16%	\$ 514,720
Inspection		3.5%	\$ 112,595
ROW/Easement Acquisition:		0%	\$ -
Impact Fee Project Cost TOTAL (TxDOT 20%)			\$ 768,800

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: Widening	Project No. A-13
Name:	FM 969 (2)	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Blakey Ln to State Highway 21		
Impact Fee Class:	State Highway System		
Ultimate Class:	4D_(110)		
Length (lf):	1,500		

Roadway Construction Cost Projection						
No.	Item Description	Quantity	Unit	Unit Price	Item Cost	
101	Unclassified Street Excavation (3' depth)	9,000	CY	\$ 8.73	\$ 78,570	
201	Earthwork/Topsoil (6" depth)	10,333	SY	\$ 1.83	\$ 18,910	
301	6" Asphalt (Type C)	480	TON	\$ 140.87	\$ 67,618	
401	Asphalt Prime Coat	4,800	GAL	\$ 6.00	\$ 28,800	
501	Lime Treated Subgrade (12" depth)	9,000	SY	\$ 3.46	\$ 31,140	
601	18" Flexible Base	9,000	SY	\$ 56.20	\$ 505,800	
701	6' Concrete Sidewalk (4" depth)	2,000	SY	\$ 62.92	\$ 125,840	
801	Machine Laid Curb & Gutter	6,000	LF	\$ 22.37	\$ 134,220	
901	Turn Lanes and Median Openings	307	SY	\$ 123.94	\$ 37,995	
Paving Construction Cost Subtotal:					\$ 1,028,893	
Major Construction Component Allowances**:						
Item Description	Notes	Allowance	Item Cost			
√ Traffic Control	Construction Phase Traffic Control	5%	\$	51,445		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	41,156		
√ Roadway Drainage	Standard Internal System	30%	\$	308,668		
√ Illumination		6%	\$	61,734		
√ Water	Minor Adjustments	3%	\$	30,867		
√ Sewer	Minor Adjustments	2%	\$	20,578		
√ Landscaping and Irrigation		6%	\$	61,734		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal:	\$ 576,180
Paving and Allowance Subtotal:					\$ 1,605,073	
Construction Contingency:					10%	\$ 160,507
Mobilization					11%	\$ 176,558
Prep ROW					4%	\$ 64,203
Construction Cost TOTAL:					\$ 2,007,000	

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,007,000
Engineering/Survey/Testing:		16%	\$ 321,120
Inspection		3.5%	\$ 70,245
ROW/Easement Acquisition:		0%	\$ -
Impact Fee Project Cost TOTAL (TxDOT 20%)			\$ 479,600

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: Widening	Project No. A-14
Name:	Hasler Blvd (2)	Construction of a 4 lane arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Old Austin Hwy to SH 21		
Impact Fee Class:	Primary Multimodal Street B		
Ultimate Class:	4D_(80)		
Length (lf):	1,340		

Roadway Construction Cost Projection						
No.	Item Description	Quantity	Unit	Unit Price	Item Cost	
103	Unclassified Street Excavation (3' depth)	7,444	CY	\$ 8.73	\$ 64,990	
203	Earthwork/Topsoil (6" depth)	5,360	SY	\$ 1.83	\$ 9,809	
303	6" Asphalt (Type C)	393	TON	\$ 140.87	\$ 55,371	
403	Asphalt Prime Coat	3,931	GAL	\$ 6.00	\$ 23,584	
503	Lime Treated Subgrade (12" depth)	7,444	SY	\$ 3.46	\$ 25,758	
603	18" Flexible Base	7,444	SY	\$ 56.20	\$ 418,378	
703	6' Concrete Sidewalk (4" depth)	1,787	SY	\$ 62.92	\$ 112,417	
803	Machine Laid Curb & Gutter	5,360	LF	\$ 22.37	\$ 119,903	
903	Turn Lanes and Median Openings	274	SY	\$ 118.58	\$ 32,475	
Paving Construction Cost Subtotal:					\$ 862,685	
Major Construction Component Allowances**:						
Item Description	Notes	Allowance	Item Cost			
√ Traffic Control	Construction Phase Traffic Control	5%	\$	43,134		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	34,507		
√ Roadway Drainage	Standard Internal System	30%	\$	258,806		
√ Illumination		6%	\$	51,761		
√ Water	Minor Adjustments	3%	\$	25,881		
√ Sewer	Minor Adjustments	2%	\$	17,254		
√ Landscaping and Irrigation		6%	\$	51,761		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal:	\$ 483,104
Paving and Allowance Subtotal:					\$ 1,345,789	
Construction Contingency:					10%	\$ 134,579
Mobilization					11%	\$ 148,037
Prep ROW					4%	\$ 53,832
Construction Cost TOTAL:					\$ 1,683,000	

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,683,000
Engineering/Survey/Testing:		16%	\$ 269,280
Inspection		3.5%	\$ 58,905
ROW/Easement Acquisition:		30%	\$ 504,900
Impact Fee Project Cost TOTAL			\$ 2,516,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: Widening	Project No. A-15
Name:	Home Depot Way	Construction of a 4 lane arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Hunter's Crossing to SH 304		
Impact Fee Class:	Primary Multimodal Street B		
Ultimate Class:	4D_(80)		
Length (lf):	1,805		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation (3' depth)	10,028	CY	\$ 8.73	\$ 87,543
203	Earthwork/Topsoil (6" depth)	7,220	SY	\$ 1.83	\$ 13,213
303	6" Asphalt (Type C)	529	TON	\$ 140.87	\$ 74,586
403	Asphalt Prime Coat	5,295	GAL	\$ 6.00	\$ 31,768
503	Lime Treated Subgrade (12" depth)	10,028	SY	\$ 3.46	\$ 34,696
603	18" Flexible Base	10,028	SY	\$ 56.20	\$ 563,561
703	6' Concrete Sidewalk (4" depth)	2,407	SY	\$ 62.92	\$ 151,427
803	Machine Laid Curb & Gutter	7,220	LF	\$ 22.37	\$ 161,511
903	Turn Lanes and Median Openings	369	SY	\$ 118.58	\$ 43,745
Paving Construction Cost Subtotal:					\$ 1,162,050
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	58,103	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	46,482	
√ Roadway Drainage	Standard Internal System	30%	\$	348,615	
√ Illumination		6%	\$	69,723	
√ Water	Minor Adjustments	3%	\$	34,862	
√ Sewer	Minor Adjustments	2%	\$	23,241	
√ Landscaping and Irrigation		6%	\$	69,723	
Allowance Subtotal:					\$ 650,748
Paving and Allowance Subtotal:					\$ 1,812,798
Construction Contingency:					10% \$ 181,280
Mobilization					11% \$ 199,408
Prep ROW					4% \$ 72,512
Construction Cost TOTAL:					\$ 2,266,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,266,000
Engineering/Survey/Testing:		16%	\$ 362,560
Inspection		3.5%	\$ 79,310
ROW/Easement Acquisition:		30%	\$ 679,800
Impact Fee Project Cost TOTAL			\$ 3,388,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: Widening 1/2	Project No. A-16
Name:	Agnes (4)	Construction of a 4 lane arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	SH 304 to Hospital Drive		
Impact Fee Class:	Primary Multimodal Street B		
Ultimate Class:	4D_(80)		
Length (lf):	2,140		

Roadway Construction Cost Projection						
No.	Item Description	Quantity	Unit	Unit Price	Item Cost	
103	Unclassified Street Excavation (3' depth)	11,889	CY	\$ 8.73	\$ 103,790	
203	Earthwork/Topsoil (6" depth)	8,560	SY	\$ 1.83	\$ 15,665	
303	6" Asphalt (Type C)	628	TON	\$ 140.87	\$ 88,429	
403	Asphalt Prime Coat	6,277	GAL	\$ 6.00	\$ 37,664	
503	Lime Treated Subgrade (12" depth)	11,889	SY	\$ 3.46	\$ 41,136	
603	18" Flexible Base	11,889	SY	\$ 56.20	\$ 668,156	
703	6' Concrete Sidewalk (4" depth)	2,853	SY	\$ 62.92	\$ 179,532	
803	Machine Laid Curb & Gutter	8,560	LF	\$ 22.37	\$ 191,487	
903	Turn Lanes and Median Openings	437	SY	\$ 118.58	\$ 51,864	
Paving Construction Cost Subtotal:					\$ 1,377,721	
Major Construction Component Allowances**:						
Item Description	Notes	Allowance	Item Cost			
√ Traffic Control	Construction Phase Traffic Control	5%	\$	68,886		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	55,109		
√ Roadway Drainage	Standard Internal System	30%	\$	413,316		
√ Illumination		6%	\$	82,663		
√ Water	Minor Adjustments	3%	\$	41,332		
√ Sewer	Minor Adjustments	2%	\$	27,554		
√ Landscaping and Irrigation		6%	\$	82,663		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal:	\$ 771,524
Paving and Allowance Subtotal:					\$ 2,149,245	
Construction Contingency:					10%	\$ 214,925
Mobilization					11%	\$ 236,417
Prep ROW					4%	\$ 85,970
Construction Cost TOTAL:					\$ 2,687,000	

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,687,000
Engineering/Survey/Testing:		16%	\$ 429,920
Inspection		3.5%	\$ 94,045
ROW/Easement Acquisition:		15%	\$ 403,050
Impact Fee Project Cost TOTAL			\$ 3,614,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: Widening 1/2	Project No.: A-17
Name:	Bear Hunter Drive (2)	Construction of a 4 lane arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	State Highway 21 to Bear Hunter Drive (
Impact Fee Class:	Primary Multimodal Street B		
Ultimate Class:	4D_(80)		
Length (lf):	3,305		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation (3' depth)	18,361	CY	\$ 8.73	\$ 160,293
203	Earthwork/Topsoil (6" depth)	13,220	SY	\$ 1.83	\$ 24,193
303	6" Asphalt (Type C)	969	TON	\$ 140.87	\$ 136,569
403	Asphalt Prime Coat	9,695	GAL	\$ 6.00	\$ 58,168
503	Lime Treated Subgrade (12" depth)	18,361	SY	\$ 3.46	\$ 63,529
603	18" Flexible Base	18,361	SY	\$ 56.20	\$ 1,031,894
703	6' Concrete Sidewalk (4" depth)	4,407	SY	\$ 62.92	\$ 277,267
803	Machine Laid Curb & Gutter	13,220	LF	\$ 22.37	\$ 295,731
903	Turn Lanes and Median Openings	675	SY	\$ 118.58	\$ 80,098
Paving Construction Cost Subtotal:					\$ 2,127,743
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	106,387	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	85,110	
√ Roadway Drainage	Standard Internal System	30%	\$	638,323	
√ Illumination		6%	\$	127,665	
√ Water	Minor Adjustments	3%	\$	63,832	
√ Sewer	Minor Adjustments	2%	\$	42,555	
√ Landscaping and Irrigation		6%	\$	127,665	
Allowance Subtotal:					\$ 1,191,536
**Allowances based on % of Paving Construction Cost Subtotal					
Paving and Allowance Subtotal:					\$ 3,319,279
Construction Contingency:					10% \$ 331,928
Mobilization					11% \$ 365,121
Prep ROW					4% \$ 132,771
Construction Cost TOTAL:					\$ 4,150,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 4,150,000
Engineering/Survey/Testing:		16%	\$ 664,000
Inspection		3.5%	\$ 145,250
ROW/Easement Acquisition:		15%	\$ 622,500
Impact Fee Project Cost TOTAL			\$ 5,582,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: Access Management	Project No. A-18
Name:	SH 304	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	SH 21 EBFR to Hunters Point Dr		
Impact Fee Class:	State Highway System		
Ultimate Class:	4D_(110)		
Length (lf):	2,925		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation (3' depth)	17,550	CY	\$ 8.73	\$ 153,212
201	Earthwork/Topsoil (6" depth)	20,150	SY	\$ 1.83	\$ 36,875
301	6" Asphalt (Type C)	936	TON	\$ 140.87	\$ 131,854
401	Asphalt Prime Coat	9,360	GAL	\$ 6.00	\$ 56,160
501	Lime Treated Subgrade (12" depth)	17,550	SY	\$ 3.46	\$ 60,723
601	18" Flexible Base	17,550	SY	\$ 56.20	\$ 986,310
701	6' Concrete Sidewalk (4" depth)	3,900	SY	\$ 62.92	\$ 245,388
801	Machine Laid Curb & Gutter	11,700	LF	\$ 22.37	\$ 261,729
901	Turn Lanes and Median Openings	598	SY	\$ 123.94	\$ 74,091
Paving Construction Cost Subtotal:					\$ 2,006,341
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	100,317	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	80,254	
√ Roadway Drainage	Standard Internal System	30%	\$	601,902	
√ Illumination		6%	\$	120,380	
√ Water	Minor Adjustments	3%	\$	60,190	
√ Sewer	Minor Adjustments	2%	\$	40,127	
√ Landscaping and Irrigation		6%	\$	120,380	
Allowance Subtotal:					\$ 1,123,551
Paving and Allowance Subtotal:					\$ 3,129,892
Construction Contingency: 10%					\$ 312,989
Mobilization: 11%					\$ 344,288
Prep ROW: 4%					\$ 125,196
Construction Cost TOTAL:					\$ 3,913,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,913,000
Engineering/Survey/Testing:		16%	\$ 626,080
Inspection		3.5%	\$ 136,955
ROW/Easement Acquisition:		0%	\$ -
Impact Fee Project Cost TOTAL (TxDOT 20%)			\$ 935,200

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City of Bastrop - 2023 Transportation Impact Fee Study
 Capital Improvement Plan for Transportation Impact Fees
 Summary of Conceptual Level Projects

Roadway Improvements - Service Area B

#	Type	IF Classification	Project	Limits		Project Cost	Total Cost in Service Area
				From	To		
B-1	New	2U_(50)	Carter St	Mesquite St	Magnolia St	\$ 707,000	\$ 707,000
B-2	New	2U_(50)	Chambers St	Cedar St	Farm St	\$ 1,172,000	\$ 1,172,000
B-3	New	2U_(50)	Future Collector A	Pitt St	Future Collector B	\$ 893,000	\$ 893,000
B-4	New	2U_(50)	Future Collector B	Lost Pines Ave	SH 71	\$ 764,000	\$ 764,000
B-5	New	2U_(50)	Future Collector C	Technology Drive extension	City Limits	\$ 695,000	\$ 695,000
B-6	New	2U_(50)	Future Collector D	Jackson St extension	420' E of Jackson St extension	\$ 326,000	\$ 326,000
B-7	New	4D_(80)	Hasler Blvd (3)	Colorado River	Willow St	\$ 2,817,000	\$ 2,817,000
B-8	New	4D_(80)	Jackson St (1)	Jackson St (existing)	1,260' S of Jackson St	\$ 2,299,000	\$ 2,299,000
B-9	New	2U_(50)	Jasper St (1)	Jackson St	930' E of Jackson St	\$ 722,000	\$ 722,000
B-10	New	2U_(50)	Jasper St (2)	930' E of Jackson St	Hidden Hollow Ct	\$ 2,087,000	\$ 2,087,000
B-11	New	2U_(50)	Majestic Pine Dr	Majestic Pine Dr (existing)	Mauna Loa Ln	\$ 404,000	\$ 404,000
B-12	New	2U_(50)	Mauna Loa Ln (1)	Pine Lodge Dr	Briar Forest Dr	\$ 3,890,000	\$ 3,890,000
B-13	New	3U_(56)	Mesquite St (1)	800' W of Wilson St	Wilson St	\$ 701,000	\$ 701,000
B-14	New	3U_(56)	Mesquite St (2)	SH 95	Piney Ridge Dr	\$ 1,954,000	\$ 1,954,000
B-15	New	2U_(50)	Pitt St	SH 71	Jasper St	\$ 401,000	\$ 401,000
B-16	New	3U_(56)	South Street (1)	Lovers Lane	South St (existing)	\$ 1,553,000	\$ 1,553,000
B-17	New	3U_(56)	South Street (2)	1,200' E of Jackson St	Mauna Loa Ln	\$ 996,000	\$ 996,000
B-18	New	2U_(50)	Technology Drive (1)	Mill St	Business Park Dr	\$ 586,000	\$ 586,000
B-19	New	2U_(50)	Technology Drive (2)	Technology Drive (existing)	City Limits	\$ 1,885,000	\$ 1,885,000
B-20	New	2U_(50)	Walnut Street	Martin Luther King Dr	SH 21	\$ 907,000	\$ 907,000
B-21	Widening	4D_(80)	Jackson St (2)	Jackson St	SH 21	\$ 500,000	\$ 500,000
B-22	Widening	3U_(56)	Lovers Ln	City Limits	College St	\$ 10,000,000	\$ 10,000,000
B-23	Widening	2U_(50)	Mauna Loa Ln (2)	Briar Forest Dr	Tahitian Dr	\$ 300,000	\$ 300,000
B-24	Widening	3U_(56)	Mesquite St (3)	Wilson St	SH 95	\$ 300,000	\$ 300,000
B-25	Widening	4D_(110)	SH 95 (1)	Mesquite St	700' S of Mesquite St	\$ 300,000	\$ 300,000
B-26	Widening	4D_(110)	SH 95 (2)	SH 95 (2)	Hawthorne St	\$ 2,000,000	\$ 2,000,000
B-27	Widening	4D_(110)	SH 95 (3)	Hawthorne St	Cedar St	\$ 2,000,000	\$ 2,000,000
B-28	Widening	4D_(110)	SH 95 (4)	Cedar St	Spring St	\$ 754,000	\$ 754,000
B-29	Widening	4D_(110)	SH 95 (5)	Farm St	Chestnut St/SH 21	\$ 348,000	\$ 348,000
B-30	Widening	3U_(56)	South Street (3)	650' W of Jackson St	1,200' E of Jackson St	\$ 1,544,000	\$ 1,544,000
B-31	Access Management	4D_(110)	SH 21 (1)	Chestnut St	Walnut St	\$ 632,000	\$ 632,000
B-32	Access Management	4D_(110)	SH 21 (2)	Walnut St	SH 21 WBFR	\$ 902,000	\$ 902,000
B-33	Access Management	4D_(110)	SH 95 (6)	SH 21 WBFR	SH 21 EBFR	\$ 232,000	\$ 232,000

Intersection Improvements

I-8			Traffic Signal	Mesquite St & SH 95	\$ 500,000	\$ 500,000
I-9			Traffic Signal	SH 95 & Cedar St	\$ 500,000	\$ 500,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. B-1
Name:	Carter St	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Mesquite St to Magnolia St		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	910		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation (2' depth)	2,427	CY	\$ 8.73	\$ 21,185
204	Earthwork/Topsoil (6" depth)	2,022	SY	\$ 1.83	\$ 3,701
304	3" Asphalt (Type C)	182	TON	\$ 140.87	\$ 25,638
404	Asphalt Prime Coat	1,820	GAL	\$ 6.00	\$ 10,920
504	Lime Treated Subgrade (12" depth)	3,640	SY	\$ 3.46	\$ 12,594
604	10" Flexible Base	3,640	SY	\$ 19.70	\$ 71,708
704	6' Concrete Sidewalk (4" depth)	1,011	SY	\$ 62.92	\$ 63,619
804	Machine Laid Curb & Gutter	1,820	LF	\$ 22.37	\$ 40,713
904	Turn Lanes and Median Openings	0	SY	\$ 63.33	\$ -
Paving Construction Cost Subtotal:					\$ 250,079
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 10,003	
√	Roadway Drainage	Standard Internal System	30%	\$ 75,024	
√	Illumination		6%	\$ 15,005	
√	Water	Minor Adjustments	3%	\$ 7,502	
√	Sewer	Minor Adjustments	2%	\$ 5,002	
√	Landscaping and Irrigation		6%	\$ 15,005	
			Allowance Subtotal:	\$ 127,540	
Paving and Allowance Subtotal:					\$ 377,619
Construction Contingency:				10%	\$ 37,762
Mobilization				11%	\$ 41,538
Prep ROW				4%	\$ 15,105
Construction Cost TOTAL:					\$ 473,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 473,000
Engineering/Survey/Testing:		16%	\$ 75,680
Inspection		3.5%	\$ 16,555
ROW/Easement Acquisition:		30%	\$ 141,900
Impact Fee Project Cost TOTAL			\$ 707,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. B-2
Name:	Chambers St	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Cedar St to Farm St		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	1,510		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation (2' depth)	4,027	CY	\$ 8.73	\$ 35,153
204	Earthwork/Topsoil (6" depth)	3,356	SY	\$ 1.83	\$ 6,141
304	3" Asphalt (Type C)	302	TON	\$ 140.87	\$ 42,543
404	Asphalt Prime Coat	3,020	GAL	\$ 6.00	\$ 18,120
504	Lime Treated Subgrade (12" depth)	6,040	SY	\$ 3.46	\$ 20,898
604	10" Flexible Base	6,040	SY	\$ 19.70	\$ 118,988
704	6' Concrete Sidewalk (4" depth)	1,678	SY	\$ 62.92	\$ 105,566
804	Machine Laid Curb & Gutter	3,020	LF	\$ 22.37	\$ 67,557
904	Turn Lanes and Median Openings	0	SY	\$ 63.33	\$ -
Paving Construction Cost Subtotal:					\$ 414,966
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
Traffic Control	None Anticipated	0%	\$ -		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 16,599		
√ Roadway Drainage	Standard Internal System	30%	\$ 124,490		
√ Illumination		6%	\$ 24,898		
√ Water	Minor Adjustments	3%	\$ 12,449		
√ Sewer	Minor Adjustments	2%	\$ 8,299		
√ Landscaping and Irrigation		6%	\$ 24,898		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 211,633
Paving and Allowance Subtotal:					\$ 626,598
Construction Contingency:					10% \$ 62,660
Mobilization					11% \$ 68,926
Prep ROW					4% \$ 25,064
Construction Cost TOTAL:					\$ 784,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 784,000
Engineering/Survey/Testing:		16%	\$ 125,440
Inspection		3.5%	\$ 27,440
ROW/Easement Acquisition:		30%	\$ 235,200
Impact Fee Project Cost TOTAL			\$ 1,172,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. B-3
Name:	Future Collector A	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Pitt St to Future Collector B		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	1,150		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation (2' depth)	3,067	CY	\$ 8.73	\$ 26,772
204	Earthwork/Topsoil (6" depth)	2,556	SY	\$ 1.83	\$ 4,677
304	3" Asphalt (Type C)	230	TON	\$ 140.87	\$ 32,400
404	Asphalt Prime Coat	2,300	GAL	\$ 6.00	\$ 13,800
504	Lime Treated Subgrade (12" depth)	4,600	SY	\$ 3.46	\$ 15,916
604	10" Flexible Base	4,600	SY	\$ 19.70	\$ 90,620
704	6' Concrete Sidewalk (4" depth)	1,278	SY	\$ 62.92	\$ 80,398
804	Machine Laid Curb & Gutter	2,300	LF	\$ 22.37	\$ 51,451
904	Turn Lanes and Median Openings	0	SY	\$ 63.33	\$ -
Paving Construction Cost Subtotal:					\$ 316,034
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 12,641	
√	Roadway Drainage	Standard Internal System	30%	\$ 94,810	
√	Illumination		6%	\$ 18,962	
√	Water	Minor Adjustments	3%	\$ 9,481	
√	Sewer	Minor Adjustments	2%	\$ 6,321	
√	Landscaping and Irrigation		6%	\$ 18,962	
			Allowance Subtotal:	\$ 161,177	
**Allowances based on % of Paving Construction Cost Subtotal					
Paving and Allowance Subtotal:					\$ 477,211
Construction Contingency:					10% \$ 47,721
Mobilization					11% \$ 52,493
Prep ROW					4% \$ 19,088
Construction Cost TOTAL:					\$ 597,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 597,000
Engineering/Survey/Testing:		16%	\$ 95,520
Inspection		3.5%	\$ 20,895
ROW/Easement Acquisition:		30%	\$ 179,100
Impact Fee Project Cost TOTAL			\$ 893,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. B-4
Name:	Future Collector B	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Lost Pines Ave to SH 71		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	985		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation (2' depth)	2,627	CY	\$ 8.73	\$ 22,931
204	Earthwork/Topsoil (6" depth)	2,189	SY	\$ 1.83	\$ 4,006
304	3" Asphalt (Type C)	197	TON	\$ 140.87	\$ 27,751
404	Asphalt Prime Coat	1,970	GAL	\$ 6.00	\$ 11,820
504	Lime Treated Subgrade (12" depth)	3,940	SY	\$ 3.46	\$ 13,632
604	10" Flexible Base	3,940	SY	\$ 19.70	\$ 77,618
704	6' Concrete Sidewalk (4" depth)	1,094	SY	\$ 62.92	\$ 68,862
804	Machine Laid Curb & Gutter	1,970	LF	\$ 22.37	\$ 44,069
904	Turn Lanes and Median Openings	0	SY	\$ 63.33	\$ -
Paving Construction Cost Subtotal:					\$ 270,690
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 10,828	
√	Roadway Drainage	Standard Internal System	30%	\$ 81,207	
√	Illumination		6%	\$ 16,241	
√	Water	Minor Adjustments	3%	\$ 8,121	
√	Sewer	Minor Adjustments	2%	\$ 5,414	
√	Landscaping and Irrigation		6%	\$ 16,241	
			Allowance Subtotal:	\$ 138,052	
Paving and Allowance Subtotal:					\$ 408,741
			Construction Contingency:	10%	\$ 40,874
			Mobilization	11%	\$ 44,962
			Prep ROW	4%	\$ 16,350
Construction Cost TOTAL:					\$ 511,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 511,000
Engineering/Survey/Testing:		16%	\$ 81,760
Inspection		3.5%	\$ 17,885
ROW/Easement Acquisition:		30%	\$ 153,300
Impact Fee Project Cost TOTAL			\$ 764,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. B-5
Name:	Future Collector C	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Technology Drive extension to City Limits		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	895		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation (2' depth)	2,387	CY	\$ 8.73	\$ 20,836
204	Earthwork/Topsoil (6" depth)	1,989	SY	\$ 1.83	\$ 3,640
304	3" Asphalt (Type C)	179	TON	\$ 140.87	\$ 25,216
404	Asphalt Prime Coat	1,790	GAL	\$ 6.00	\$ 10,740
504	Lime Treated Subgrade (12" depth)	3,580	SY	\$ 3.46	\$ 12,387
604	10" Flexible Base	3,580	SY	\$ 19.70	\$ 70,526
704	6' Concrete Sidewalk (4" depth)	994	SY	\$ 62.92	\$ 62,570
804	Machine Laid Curb & Gutter	1,790	LF	\$ 22.37	\$ 40,042
904	Turn Lanes and Median Openings	0	SY	\$ 63.33	\$ -
Paving Construction Cost Subtotal:					\$ 245,957
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 9,838	
√	Roadway Drainage	Standard Internal System	30%	\$ 73,787	
√	Illumination		6%	\$ 14,757	
√	Water	Minor Adjustments	3%	\$ 7,379	
√	Sewer	Minor Adjustments	2%	\$ 4,919	
√	Landscaping and Irrigation		6%	\$ 14,757	
			Allowance Subtotal:	\$ 125,438	
Paving and Allowance Subtotal:					\$ 371,394
			Construction Contingency:	10%	\$ 37,139
			Mobilization	11%	\$ 40,853
			Prep ROW	4%	\$ 14,856
Construction Cost TOTAL:					\$ 465,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 465,000
Engineering/Survey/Testing:		16%	\$ 74,400
Inspection		3.5%	\$ 16,275
ROW/Easement Acquisition:		30%	\$ 139,500
Impact Fee Project Cost TOTAL			\$ 695,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. B-6
Name:	Future Collector D	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Jackson St extension to 420' E of Jackson St		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	420		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation (2' depth)	1,120	CY	\$ 8.73	\$ 9,778
204	Earthwork/Topsoil (6" depth)	933	SY	\$ 1.83	\$ 1,708
304	3" Asphalt (Type C)	84	TON	\$ 140.87	\$ 11,833
404	Asphalt Prime Coat	840	GAL	\$ 6.00	\$ 5,040
504	Lime Treated Subgrade (12" depth)	1,680	SY	\$ 3.46	\$ 5,813
604	10" Flexible Base	1,680	SY	\$ 19.70	\$ 33,096
704	6' Concrete Sidewalk (4" depth)	467	SY	\$ 62.92	\$ 29,363
804	Machine Laid Curb & Gutter	840	LF	\$ 22.37	\$ 18,791
904	Turn Lanes and Median Openings	0	SY	\$ 63.33	\$ -
Paving Construction Cost Subtotal:					\$ 115,421
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
Traffic Control	None Anticipated	0%	\$ -		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 4,617		
√ Roadway Drainage	Standard Internal System	30%	\$ 34,626		
√ Illumination		6%	\$ 6,925		
√ Water	Minor Adjustments	3%	\$ 3,463		
√ Sewer	Minor Adjustments	2%	\$ 2,308		
√ Landscaping and Irrigation		6%	\$ 6,925		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 58,865
Paving and Allowance Subtotal:					\$ 174,286
Construction Contingency:					10% \$ 17,429
Mobilization					11% \$ 19,171
Prep ROW					4% \$ 6,971
Construction Cost TOTAL:					\$ 218,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 218,000
Engineering/Survey/Testing:		16%	\$ 34,880
Inspection		3.5%	\$ 7,630
ROW/Easement Acquisition:		30%	\$ 65,400
Impact Fee Project Cost TOTAL			\$ 326,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. B-7
Name:	Hasler Blvd (3)	Construction of a 4 lane arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Colorado River to Willow St		
Impact Fee Class:	Primary Multimodal Street B		
Ultimate Class:	4D_(80)		
Length (lf):	1,550		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation (3' depth)	8,611	CY	\$ 8.73	\$ 75,175
203	Earthwork/Topsoil (6" depth)	6,200	SY	\$ 1.83	\$ 11,346
303	6" Asphalt (Type C)	455	TON	\$ 140.87	\$ 64,049
403	Asphalt Prime Coat	4,547	GAL	\$ 6.00	\$ 27,280
503	Lime Treated Subgrade (12" depth)	8,611	SY	\$ 3.46	\$ 29,794
603	18" Flexible Base	8,611	SY	\$ 56.20	\$ 483,944
703	6' Concrete Sidewalk (4" depth)	2,067	SY	\$ 62.92	\$ 130,035
803	Machine Laid Curb & Gutter	6,200	LF	\$ 22.37	\$ 138,694
903	Turn Lanes and Median Openings	317	SY	\$ 118.58	\$ 37,565
Paving Construction Cost Subtotal:					\$ 997,882
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 39,915	
√	Roadway Drainage	Standard Internal System	30%	\$ 299,365	
√	Illumination		6%	\$ 59,873	
√	Water	Minor Adjustments	3%	\$ 29,936	
√	Sewer	Minor Adjustments	2%	\$ 19,958	
√	Landscaping and Irrigation		6%	\$ 59,873	
			Allowance Subtotal:	\$ 508,920	
Paving and Allowance Subtotal:					\$ 1,506,802
Construction Contingency:					10% \$ 150,680
Mobilization					11% \$ 165,748
Prep ROW					4% \$ 60,272
Construction Cost TOTAL:					\$ 1,884,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,884,000
Engineering/Survey/Testing:		16%	\$ 301,440
Inspection		3.5%	\$ 65,940
ROW/Easement Acquisition:		30%	\$ 565,200
Impact Fee Project Cost TOTAL			\$ 2,817,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. B-8
Name:	Jackson St (1)	Construction of a 4 lane arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Jackson St (existing) to 1,260' S of Jackson St		
Impact Fee Class:	Primary Multimodal Street B		
Ultimate Class:	4D_(80)		
Length (lf):	1,265		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation (3' depth)	7,028	CY	\$ 8.73	\$ 61,353
203	Earthwork/Topsoil (6" depth)	5,060	SY	\$ 1.83	\$ 9,260
303	6" Asphalt (Type C)	371	TON	\$ 140.87	\$ 52,272
403	Asphalt Prime Coat	3,711	GAL	\$ 6.00	\$ 22,264
503	Lime Treated Subgrade (12" depth)	7,028	SY	\$ 3.46	\$ 24,316
603	18" Flexible Base	7,028	SY	\$ 56.20	\$ 394,961
703	6' Concrete Sidewalk (4" depth)	1,687	SY	\$ 62.92	\$ 106,125
803	Machine Laid Curb & Gutter	5,060	LF	\$ 22.37	\$ 113,192
903	Turn Lanes and Median Openings	259	SY	\$ 118.58	\$ 30,658
Paving Construction Cost Subtotal:					\$ 814,401
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 32,576	
√	Roadway Drainage	Standard Internal System	30%	\$ 244,320	
√	Illumination		6%	\$ 48,864	
√	Water	Minor Adjustments	3%	\$ 24,432	
√	Sewer	Minor Adjustments	2%	\$ 16,288	
√	Landscaping and Irrigation		6%	\$ 48,864	
			Allowance Subtotal:	\$ 415,344	
Paving and Allowance Subtotal:					\$ 1,229,745
Construction Contingency:				10%	\$ 122,975
Mobilization				11%	\$ 135,272
Prep ROW				4%	\$ 49,190
Construction Cost TOTAL:					\$ 1,538,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,538,000
Engineering/Survey/Testing:		16%	\$ 246,080
Inspection		3.5%	\$ 53,830
ROW/Easement Acquisition:		30%	\$ 461,400
Impact Fee Project Cost TOTAL			\$ 2,299,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. B-9
Name:	Jasper St (1)	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Jackson St to 930' E of Jackson St		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	930		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation (2' depth)	2,480	CY	\$ 8.73	\$ 21,650
204	Earthwork/Topsoil (6" depth)	2,067	SY	\$ 1.83	\$ 3,782
304	3" Asphalt (Type C)	186	TON	\$ 140.87	\$ 26,202
404	Asphalt Prime Coat	1,860	GAL	\$ 6.00	\$ 11,160
504	Lime Treated Subgrade (12" depth)	3,720	SY	\$ 3.46	\$ 12,871
604	10" Flexible Base	3,720	SY	\$ 19.70	\$ 73,284
704	6' Concrete Sidewalk (4" depth)	1,033	SY	\$ 62.92	\$ 65,017
804	Machine Laid Curb & Gutter	1,860	LF	\$ 22.37	\$ 41,608
904	Turn Lanes and Median Openings	0	SY	\$ 63.33	\$ -
Paving Construction Cost Subtotal:					\$ 255,575
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
Traffic Control	None Anticipated	0%	\$ -		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 10,223		
√ Roadway Drainage	Standard Internal System	30%	\$ 76,672		
√ Illumination		6%	\$ 15,334		
√ Water	Minor Adjustments	3%	\$ 7,667		
√ Sewer	Minor Adjustments	2%	\$ 5,111		
√ Landscaping and Irrigation		6%	\$ 15,334		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 130,343
Paving and Allowance Subtotal:					\$ 385,918
Construction Contingency:					10% \$ 38,592
Mobilization					11% \$ 42,451
Prep ROW					4% \$ 15,437
Construction Cost TOTAL:					\$ 483,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 483,000
Engineering/Survey/Testing:		16%	\$ 77,280
Inspection		3.5%	\$ 16,905
ROW/Easement Acquisition:		30%	\$ 144,900
Impact Fee Project Cost TOTAL			\$ 722,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. B-10
Name:	Jasper St (2)	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	930' E of Jackson St to Hidden Hollow Ct		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	2,690		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation (2' depth)	7,173	CY	\$ 8.73	\$ 62,623
204	Earthwork/Topsoil (6" depth)	5,978	SY	\$ 1.83	\$ 10,939
304	3" Asphalt (Type C)	538	TON	\$ 140.87	\$ 75,788
404	Asphalt Prime Coat	5,380	GAL	\$ 6.00	\$ 32,280
504	Lime Treated Subgrade (12" depth)	10,760	SY	\$ 3.46	\$ 37,230
604	10" Flexible Base	10,760	SY	\$ 19.70	\$ 211,972
704	6' Concrete Sidewalk (4" depth)	2,989	SY	\$ 62.92	\$ 188,061
804	Machine Laid Curb & Gutter	5,380	LF	\$ 22.37	\$ 120,351
904	Turn Lanes and Median Openings	0	SY	\$ 63.33	\$ -
Paving Construction Cost Subtotal:					\$ 739,244
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 29,570	
√	Roadway Drainage	Standard Internal System	30%	\$ 221,773	
√	Illumination		6%	\$ 44,355	
√	Water	Minor Adjustments	3%	\$ 22,177	
√	Sewer	Minor Adjustments	2%	\$ 14,785	
√	Landscaping and Irrigation		6%	\$ 44,355	
			Allowance Subtotal:	\$ 377,014	
**Allowances based on % of Paving Construction Cost Subtotal					
Paving and Allowance Subtotal:					\$ 1,116,258
Construction Contingency:					10% \$ 111,626
Mobilization					11% \$ 122,788
Prep ROW					4% \$ 44,650
Construction Cost TOTAL:					\$ 1,396,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,396,000
Engineering/Survey/Testing:		16%	\$ 223,360
Inspection		3.5%	\$ 48,860
ROW/Easement Acquisition:		30%	\$ 418,800
Impact Fee Project Cost TOTAL			\$ 2,087,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. B-11
Name:	Majestic Pine Dr	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Majestic Pine Dr (existing) to Mauna Loa Ln		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	520		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation (2' depth)	1,387	CY	\$ 8.73	\$ 12,106
204	Earthwork/Topsoil (6" depth)	1,156	SY	\$ 1.83	\$ 2,115
304	3" Asphalt (Type C)	104	TON	\$ 140.87	\$ 14,650
404	Asphalt Prime Coat	1,040	GAL	\$ 6.00	\$ 6,240
504	Lime Treated Subgrade (12" depth)	2,080	SY	\$ 3.46	\$ 7,197
604	10" Flexible Base	2,080	SY	\$ 19.70	\$ 40,976
704	6' Concrete Sidewalk (4" depth)	578	SY	\$ 62.92	\$ 36,354
804	Machine Laid Curb & Gutter	1,040	LF	\$ 22.37	\$ 23,265
904	Turn Lanes and Median Openings	0	SY	\$ 63.33	\$ -
Paving Construction Cost Subtotal:					\$ 142,902
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 5,716	
√	Roadway Drainage	Standard Internal System	30%	\$ 42,871	
√	Illumination		6%	\$ 8,574	
√	Water	Minor Adjustments	3%	\$ 4,287	
√	Sewer	Minor Adjustments	2%	\$ 2,858	
√	Landscaping and Irrigation		6%	\$ 8,574	
			Allowance Subtotal:	\$ 72,880	
Paving and Allowance Subtotal:					\$ 215,782
			Construction Contingency:	10%	\$ 21,578
			Mobilization	11%	\$ 23,736
			Prep ROW	4%	\$ 8,631
Construction Cost TOTAL:					\$ 270,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 270,000
Engineering/Survey/Testing:		16%	\$ 43,200
Inspection		3.5%	\$ 9,450
ROW/Easement Acquisition:		30%	\$ 81,000
Impact Fee Project Cost TOTAL			\$ 404,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. B-12
Name:	Mauna Loa Ln (1)	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Pine Lodge Dr to Briar Forest Dr		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	5,015		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation (2' depth)	13,373	CY	\$ 8.73	\$ 116,749
204	Earthwork/Topsoil (6" depth)	11,144	SY	\$ 1.83	\$ 20,394
304	3" Asphalt (Type C)	1,003	TON	\$ 140.87	\$ 141,293
404	Asphalt Prime Coat	10,030	GAL	\$ 6.00	\$ 60,180
504	Lime Treated Subgrade (12" depth)	20,060	SY	\$ 3.46	\$ 69,408
604	10" Flexible Base	20,060	SY	\$ 19.70	\$ 395,182
704	6' Concrete Sidewalk (4" depth)	5,572	SY	\$ 62.92	\$ 350,604
804	Machine Laid Curb & Gutter	10,030	LF	\$ 22.37	\$ 224,371
904	Turn Lanes and Median Openings	0	SY	\$ 63.33	\$ -
Paving Construction Cost Subtotal:					\$ 1,378,181
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 55,127	
√	Roadway Drainage	Standard Internal System	30%	\$ 413,454	
√	Illumination		6%	\$ 82,691	
√	Water	Minor Adjustments	3%	\$ 41,345	
√	Sewer	Minor Adjustments	2%	\$ 27,564	
√	Landscaping and Irrigation		6%	\$ 82,691	
			Allowance Subtotal:	\$ 702,872	
Paving and Allowance Subtotal:					\$ 2,081,053
				Construction Contingency:	10% \$ 208,105
				Mobilization	11% \$ 228,916
				Prep ROW	4% \$ 83,242
Construction Cost TOTAL:					\$ 2,602,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,602,000
Engineering/Survey/Testing:		16%	\$ 416,320
Inspection		3.5%	\$ 91,070
ROW/Easement Acquisition:		30%	\$ 780,600
Impact Fee Project Cost TOTAL			\$ 3,890,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. B-13
Name:	Mesquite St (1)	Construction of a 3 lane collector (2 lanes plus a center turn lane) with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	800' W of Wilson St to Wilson St		
Impact Fee Class:	Primary Multimodal Street A		
Ultimate Class:	3U_(56)		
Length (lf):	785		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation (2' depth)	2,442	CY	\$ 8.73	\$ 21,321
202	Earthwork/Topsoil (6" depth)	1,744	SY	\$ 1.83	\$ 3,192
302	3" Asphalt (Type C)	188	TON	\$ 140.87	\$ 26,540
402	Asphalt Prime Coat	1,884	GAL	\$ 6.00	\$ 11,304
502	Lime Treated Subgrade (12" depth)	3,663	SY	\$ 3.46	\$ 12,675
602	10" Flexible Base	3,663	SY	\$ 19.70	\$ 72,168
702	6' Concrete Sidewalk (4" depth)	1,047	SY	\$ 62.92	\$ 65,856
802	Machine Laid Curb & Gutter	1,570	LF	\$ 22.37	\$ 35,121
902	Turn Lanes and Median Openings	0	SY	\$ 71.37	\$ -
Paving Construction Cost Subtotal:					\$ 248,177
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
Traffic Control	None Anticipated	0%	\$ -		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 9,927		
√ Roadway Drainage	Standard Internal System	30%	\$ 74,453		
√ Illumination		6%	\$ 14,891		
√ Water	Minor Adjustments	3%	\$ 7,445		
√ Sewer	Minor Adjustments	2%	\$ 4,964		
√ Landscaping and Irrigation		6%	\$ 14,891		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 126,570
Paving and Allowance Subtotal:					\$ 374,747
Construction Contingency:					10% \$ 37,475
Mobilization					11% \$ 41,222
Prep ROW					4% \$ 14,990
Construction Cost TOTAL:					\$ 469,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 469,000
Engineering/Survey/Testing:		16%	\$ 75,040
Inspection		3.5%	\$ 16,415
ROW/Easement Acquisition:		30%	\$ 140,700
Impact Fee Project Cost TOTAL			\$ 701,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. B-14
Name:	Mesquite St (2)	Construction of a 3 lane collector (2 lanes plus a center turn lane) with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	SH 95 to Piney Ridge Dr		
Impact Fee Class:	Primary Multimodal Street A		
Ultimate Class:	3U_(56)		
Length (lf):	2,190		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation (2' depth)	6,813	CY	\$ 8.73	\$ 59,480
202	Earthwork/Topsoil (6" depth)	4,867	SY	\$ 1.83	\$ 8,906
302	3" Asphalt (Type C)	526	TON	\$ 140.87	\$ 74,041
402	Asphalt Prime Coat	5,256	GAL	\$ 6.00	\$ 31,536
502	Lime Treated Subgrade (12" depth)	10,220	SY	\$ 3.46	\$ 35,361
602	10" Flexible Base	10,220	SY	\$ 19.70	\$ 201,334
702	6' Concrete Sidewalk (4" depth)	2,920	SY	\$ 62.92	\$ 183,726
802	Machine Laid Curb & Gutter	4,380	LF	\$ 22.37	\$ 97,981
902	Turn Lanes and Median Openings	0	SY	\$ 71.37	\$ -
Paving Construction Cost Subtotal:					\$ 692,366
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
Traffic Control	None Anticipated	0%	\$ -		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 27,695		
√ Roadway Drainage	Standard Internal System	30%	\$ 207,710		
√ Illumination		6%	\$ 41,542		
√ Water	Minor Adjustments	3%	\$ 20,771		
√ Sewer	Minor Adjustments	2%	\$ 13,847		
√ Landscaping and Irrigation		6%	\$ 41,542		
Allowance Subtotal:					\$ 353,107
Paving and Allowance Subtotal:					\$ 1,045,472
Construction Contingency:					10% \$ 104,547
Mobilization					11% \$ 115,002
Prep ROW					4% \$ 41,819
Construction Cost TOTAL:					\$ 1,307,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,307,000
Engineering/Survey/Testing:		16%	\$ 209,120
Inspection		3.5%	\$ 45,745
ROW/Easement Acquisition:		30%	\$ 392,100
Impact Fee Project Cost TOTAL			\$ 1,954,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. B-15
Name:	Pitt St	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	SH 71 to Jasper St		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	515		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation (2' depth)	1,373	CY	\$ 8.73	\$ 11,989
204	Earthwork/Topsoil (6" depth)	1,144	SY	\$ 1.83	\$ 2,094
304	3" Asphalt (Type C)	103	TON	\$ 140.87	\$ 14,510
404	Asphalt Prime Coat	1,030	GAL	\$ 6.00	\$ 6,180
504	Lime Treated Subgrade (12" depth)	2,060	SY	\$ 3.46	\$ 7,128
604	10" Flexible Base	2,060	SY	\$ 19.70	\$ 40,582
704	6' Concrete Sidewalk (4" depth)	572	SY	\$ 62.92	\$ 36,004
804	Machine Laid Curb & Gutter	1,030	LF	\$ 22.37	\$ 23,041
904	Turn Lanes and Median Openings	0	SY	\$ 63.33	\$ -
Paving Construction Cost Subtotal:					\$ 141,528
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 5,661	
√	Roadway Drainage	Standard Internal System	30%	\$ 42,458	
√	Illumination		6%	\$ 8,492	
√	Water	Minor Adjustments	3%	\$ 4,246	
√	Sewer	Minor Adjustments	2%	\$ 2,831	
√	Landscaping and Irrigation		6%	\$ 8,492	
			Allowance Subtotal:	\$ 72,179	
Paving and Allowance Subtotal:					\$ 213,707
Construction Contingency:				10%	\$ 21,371
Mobilization				11%	\$ 23,508
Prep ROW				4%	\$ 8,548
Construction Cost TOTAL:					\$ 268,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 268,000
Engineering/Survey/Testing:		16%	\$ 42,880
Inspection		3.5%	\$ 9,380
ROW/Easement Acquisition:		30%	\$ 80,400
Impact Fee Project Cost TOTAL			\$ 401,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. B-16
Name:	South Street (1)	Construction of a 3 lane collector (2 lanes plus a center turn lane) with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Lovers Lane to South St (existing)		
Impact Fee Class:	Primary Multimodal Street A		
Ultimate Class:	3U_(56)		
Length (lf):	1,740		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation (2' depth)	5,413	CY	\$ 8.73	\$ 47,258
202	Earthwork/Topsoil (6" depth)	3,867	SY	\$ 1.83	\$ 7,076
302	3" Asphalt (Type C)	418	TON	\$ 140.87	\$ 58,827
402	Asphalt Prime Coat	4,176	GAL	\$ 6.00	\$ 25,056
502	Lime Treated Subgrade (12" depth)	8,120	SY	\$ 3.46	\$ 28,095
602	10" Flexible Base	8,120	SY	\$ 19.70	\$ 159,964
702	6' Concrete Sidewalk (4" depth)	2,320	SY	\$ 62.92	\$ 145,974
802	Machine Laid Curb & Gutter	3,480	LF	\$ 22.37	\$ 77,848
902	Turn Lanes and Median Openings	0	SY	\$ 71.37	\$ -
Paving Construction Cost Subtotal:					\$ 550,099
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 22,004	
√	Roadway Drainage	Standard Internal System	30%	\$ 165,030	
√	Illumination		6%	\$ 33,006	
√	Water	Minor Adjustments	3%	\$ 16,503	
√	Sewer	Minor Adjustments	2%	\$ 11,002	
√	Landscaping and Irrigation		6%	\$ 33,006	
			Allowance Subtotal:	\$ 280,550	
Paving and Allowance Subtotal:					\$ 830,649
				Construction Contingency:	10% \$ 83,065
				Mobilization	11% \$ 91,371
				Prep ROW	4% \$ 33,226
Construction Cost TOTAL:					\$ 1,039,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,039,000
Engineering/Survey/Testing:		16%	\$ 166,240
Inspection		3.5%	\$ 36,365
ROW/Easement Acquisition:		30%	\$ 311,700
Impact Fee Project Cost TOTAL			\$ 1,553,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. B-17
Name:	South Street (2)	Construction of a 3 lane collector (2 lanes plus a center turn lane) with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	1,200' E of Jackson St to Mauna Loa Ln		
Impact Fee Class:	Primary Multimodal Street A		
Ultimate Class:	3U_(56)		
Length (lf):	1,115		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation (2' depth)	3,469	CY	\$ 8.73	\$ 30,283
202	Earthwork/Topsoil (6" depth)	2,478	SY	\$ 1.83	\$ 4,534
302	3" Asphalt (Type C)	268	TON	\$ 140.87	\$ 37,697
402	Asphalt Prime Coat	2,676	GAL	\$ 6.00	\$ 16,056
502	Lime Treated Subgrade (12" depth)	5,203	SY	\$ 3.46	\$ 18,004
602	10" Flexible Base	5,203	SY	\$ 19.70	\$ 102,506
702	6' Concrete Sidewalk (4" depth)	1,487	SY	\$ 62.92	\$ 93,541
802	Machine Laid Curb & Gutter	2,230	LF	\$ 22.37	\$ 49,885
902	Turn Lanes and Median Openings	0	SY	\$ 71.37	\$ -
Paving Construction Cost Subtotal:					\$ 352,506
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 14,100	
√	Roadway Drainage	Standard Internal System	30%	\$ 105,752	
√	Illumination		6%	\$ 21,150	
√	Water	Minor Adjustments	3%	\$ 10,575	
√	Sewer	Minor Adjustments	2%	\$ 7,050	
√	Landscaping and Irrigation		6%	\$ 21,150	
			Allowance Subtotal:	\$ 179,778	
Paving and Allowance Subtotal:					\$ 532,284
			Construction Contingency:	10%	\$ 53,228
			Mobilization	11%	\$ 58,551
			Prep ROW	4%	\$ 21,291
Construction Cost TOTAL:					\$ 666,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 666,000
Engineering/Survey/Testing:		16%	\$ 106,560
Inspection		3.5%	\$ 23,310
ROW/Easement Acquisition:		30%	\$ 199,800
Impact Fee Project Cost TOTAL			\$ 996,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. B-18
Name:	Technology Drive (1)	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Mill St to Business Park Dr		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	755		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation (2' depth)	2,013	CY	\$ 8.73	\$ 17,576
204	Earthwork/Topsoil (6" depth)	1,678	SY	\$ 1.83	\$ 3,070
304	3" Asphalt (Type C)	151	TON	\$ 140.87	\$ 21,271
404	Asphalt Prime Coat	1,510	GAL	\$ 6.00	\$ 9,060
504	Lime Treated Subgrade (12" depth)	3,020	SY	\$ 3.46	\$ 10,449
604	10" Flexible Base	3,020	SY	\$ 19.70	\$ 59,494
704	6' Concrete Sidewalk (4" depth)	839	SY	\$ 62.92	\$ 52,783
804	Machine Laid Curb & Gutter	1,510	LF	\$ 22.37	\$ 33,779
904	Turn Lanes and Median Openings	0	SY	\$ 63.33	\$ -
Paving Construction Cost Subtotal:					\$ 207,483
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 8,299	
√	Roadway Drainage	Standard Internal System	30%	\$ 62,245	
√	Illumination		6%	\$ 12,449	
√	Water	Minor Adjustments	3%	\$ 6,224	
√	Sewer	Minor Adjustments	2%	\$ 4,150	
√	Landscaping and Irrigation		6%	\$ 12,449	
			Allowance Subtotal:	\$ 105,816	
Paving and Allowance Subtotal:					\$ 313,299
Construction Contingency:				10%	\$ 31,330
Mobilization				11%	\$ 34,463
Prep ROW				4%	\$ 12,532
Construction Cost TOTAL:					\$ 392,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 392,000
Engineering/Survey/Testing:		16%	\$ 62,720
Inspection		3.5%	\$ 13,720
ROW/Easement Acquisition:		30%	\$ 117,600
Impact Fee Project Cost TOTAL			\$ 586,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. B-19
Name:	Technology Drive (2)	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Technology Drive (existing) to City Limits		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	2,430		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation (2' depth)	6,480	CY	\$ 8.73	\$ 56,570
204	Earthwork/Topsoil (6" depth)	5,400	SY	\$ 1.83	\$ 9,882
304	3" Asphalt (Type C)	486	TON	\$ 140.87	\$ 68,463
404	Asphalt Prime Coat	4,860	GAL	\$ 6.00	\$ 29,160
504	Lime Treated Subgrade (12" depth)	9,720	SY	\$ 3.46	\$ 33,631
604	10" Flexible Base	9,720	SY	\$ 19.70	\$ 191,484
704	6' Concrete Sidewalk (4" depth)	2,700	SY	\$ 62.92	\$ 169,884
804	Machine Laid Curb & Gutter	4,860	LF	\$ 22.37	\$ 108,718
904	Turn Lanes and Median Openings	0	SY	\$ 63.33	\$ -
Paving Construction Cost Subtotal:					\$ 667,793
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 26,712	
√	Roadway Drainage	Standard Internal System	30%	\$ 200,338	
√	Illumination		6%	\$ 40,068	
√	Water	Minor Adjustments	3%	\$ 20,034	
√	Sewer	Minor Adjustments	2%	\$ 13,356	
√	Landscaping and Irrigation		6%	\$ 40,068	
			Allowance Subtotal:	\$ 340,574	
Paving and Allowance Subtotal:					\$ 1,008,367
Construction Contingency:				10%	\$ 100,837
Mobilization				11%	\$ 110,920
Prep ROW				4%	\$ 40,335
Construction Cost TOTAL:					\$ 1,261,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,261,000
Engineering/Survey/Testing:		16%	\$ 201,760
Inspection		3.5%	\$ 44,135
ROW/Easement Acquisition:		30%	\$ 378,300
Impact Fee Project Cost TOTAL			\$ 1,885,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. B-20
Name:	Walnut Street	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Martin Luther King Dr to SH 21		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	1,170		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation (2' depth)	3,120	CY	\$ 8.73	\$ 27,238
204	Earthwork/Topsoil (6" depth)	2,600	SY	\$ 1.83	\$ 4,758
304	3" Asphalt (Type C)	234	TON	\$ 140.87	\$ 32,964
404	Asphalt Prime Coat	2,340	GAL	\$ 6.00	\$ 14,040
504	Lime Treated Subgrade (12" depth)	4,680	SY	\$ 3.46	\$ 16,193
604	10" Flexible Base	4,680	SY	\$ 19.70	\$ 92,196
704	6' Concrete Sidewalk (4" depth)	1,300	SY	\$ 62.92	\$ 81,796
804	Machine Laid Curb & Gutter	2,340	LF	\$ 22.37	\$ 52,346
904	Turn Lanes and Median Openings	0	SY	\$ 63.33	\$ -
Paving Construction Cost Subtotal:					\$ 321,530
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 12,861	
√	Roadway Drainage	Standard Internal System	30%	\$ 96,459	
√	Illumination		6%	\$ 19,292	
√	Water	Minor Adjustments	3%	\$ 9,646	
√	Sewer	Minor Adjustments	2%	\$ 6,431	
√	Landscaping and Irrigation		6%	\$ 19,292	
			Allowance Subtotal:	\$ 163,980	
**Allowances based on % of Paving Construction Cost Subtotal					
Paving and Allowance Subtotal:					\$ 485,510
Construction Contingency:					10% \$ 48,551
Mobilization					11% \$ 53,406
Prep ROW					4% \$ 19,420
Construction Cost TOTAL:					\$ 607,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 607,000
Engineering/Survey/Testing:		16%	\$ 97,120
Inspection		3.5%	\$ 21,245
ROW/Easement Acquisition:		30%	\$ 182,100
Impact Fee Project Cost TOTAL			\$ 907,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: Widening	Project No. B-21
Name:	Jackson St (2)	Construction of a 4 lane arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	SH 21 to South St		
Impact Fee Class:	Primary Multimodal Street B		
Ultimate Class:	4D_(80)		
Length (lf):	1,305		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation (3' depth)	7,250	CY	\$ 8.73	\$ 63,293
203	Earthwork/Topsoil (6" depth)	5,220	SY	\$ 1.83	\$ 9,553
303	6" Asphalt (Type C)	383	TON	\$ 140.87	\$ 53,925
403	Asphalt Prime Coat	3,828	GAL	\$ 6.00	\$ 22,968
503	Lime Treated Subgrade (12" depth)	7,250	SY	\$ 3.46	\$ 25,085
603	18" Flexible Base	7,250	SY	\$ 56.20	\$ 407,450
703	6' Concrete Sidewalk (4" depth)	1,740	SY	\$ 62.92	\$ 109,481
803	Machine Laid Curb & Gutter	5,220	LF	\$ 22.37	\$ 116,771
903	Turn Lanes and Median Openings	267	SY	\$ 118.58	\$ 31,627
Paving Construction Cost Subtotal:					\$ 840,153
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	42,008	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	33,606	
√ Roadway Drainage	Standard Internal System	30%	\$	252,046	
√ Illumination		6%	\$	50,409	
√ Water	Minor Adjustments	3%	\$	25,205	
√ Sewer	Minor Adjustments	2%	\$	16,803	
√ Landscaping and Irrigation		6%	\$	50,409	
Allowance Subtotal:					\$ 470,485
Paving and Allowance Subtotal:					\$ 1,310,638
Construction Contingency:					10% \$ 131,064
Mobilization					11% \$ 144,170
Prep ROW					4% \$ 52,426
Construction Cost TOTAL:					\$ 1,639,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,639,000
Engineering/Survey/Testing:		16%	\$ 262,240
Inspection		3.5%	\$ 57,365
ROW/Easement Acquisition:		30%	\$ 491,700
Impact Fee Project Cost TOTAL			\$ 2,450,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: Widening	Project No. B-22
Name:	Lovers Ln	Construction of a 3 lane collector (2 lanes plus a center turn lane) with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	City Limits to College St		
Impact Fee Class:	Primary Multimodal Street A		
Ultimate Class:	3U_(56)		
Length (lf):	1,525		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation (2' depth)	4,744	CY	\$ 8.73	\$ 41,419
202	Earthwork/Topsoil (6" depth)	3,389	SY	\$ 1.83	\$ 6,202
302	3" Asphalt (Type C)	366	TON	\$ 140.87	\$ 51,558
402	Asphalt Prime Coat	3,660	GAL	\$ 6.00	\$ 21,960
502	Lime Treated Subgrade (12" depth)	7,117	SY	\$ 3.46	\$ 24,624
602	10" Flexible Base	7,117	SY	\$ 19.70	\$ 140,198
702	6' Concrete Sidewalk (4" depth)	2,033	SY	\$ 62.92	\$ 127,937
802	Machine Laid Curb & Gutter	3,050	LF	\$ 22.37	\$ 68,229
902	Turn Lanes and Median Openings	0	SY	\$ 71.37	\$ -
Paving Construction Cost Subtotal:					\$ 482,127
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	24,106	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	19,285	
√ Roadway Drainage	Standard Internal System	30%	\$	144,638	
√ Illumination		6%	\$	28,928	
√ Water	Minor Adjustments	3%	\$	14,464	
√ Sewer	Minor Adjustments	2%	\$	9,643	
√ Landscaping and Irrigation		6%	\$	28,928	
Allowance Subtotal:					\$ 269,991
**Allowances based on % of Paving Construction Cost Subtotal					
Paving and Allowance Subtotal:					\$ 752,118
Construction Contingency: 10%					\$ 75,212
Mobilization: 11%					\$ 82,733
Prep ROW: 4%					\$ 30,085
Construction Cost TOTAL:					\$ 941,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 941,000
Engineering/Survey/Testing:		16%	\$ 150,560
Inspection		3.5%	\$ 32,935
ROW/Easement Acquisition:		30%	\$ 282,300
Impact Fee Project Cost TOTAL			\$ 1,407,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: Widening	Project No. B-23
Name:	Mauna Loa Ln (2)	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Briar Forest Dr to Tahitian Dr		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	1,195		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation (2' depth)	3,187	CY	\$ 8.73	\$ 27,820
204	Earthwork/Topsoil (6" depth)	2,656	SY	\$ 1.83	\$ 4,860
304	3" Asphalt (Type C)	239	TON	\$ 140.87	\$ 33,668
404	Asphalt Prime Coat	2,390	GAL	\$ 6.00	\$ 14,340
504	Lime Treated Subgrade (12" depth)	4,780	SY	\$ 3.46	\$ 16,539
604	10" Flexible Base	4,780	SY	\$ 19.70	\$ 94,166
704	6' Concrete Sidewalk (4" depth)	1,328	SY	\$ 62.92	\$ 83,544
804	Machine Laid Curb & Gutter	2,390	LF	\$ 22.37	\$ 53,464
904	Turn Lanes and Median Openings	0	SY	\$ 63.33	\$ -
Paving Construction Cost Subtotal:					\$ 328,400
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	16,420	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	13,136	
√ Roadway Drainage	Standard Internal System	30%	\$	98,520	
√ Illumination		6%	\$	19,704	
√ Water	Minor Adjustments	3%	\$	9,852	
√ Sewer	Minor Adjustments	2%	\$	6,568	
√ Landscaping and Irrigation		6%	\$	19,704	
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 183,904
Paving and Allowance Subtotal:					\$ 512,304
Construction Contingency:					10% \$ 51,230
Mobilization					11% \$ 56,353
Prep ROW					4% \$ 20,492
Construction Cost TOTAL:					\$ 641,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 641,000
Engineering/Survey/Testing:		16%	\$ 102,560
Inspection		3.5%	\$ 22,435
ROW/Easement Acquisition:		30%	\$ 192,300
Impact Fee Project Cost TOTAL			\$ 958,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: Widening	Project No. B-24
Name:	Mesquite St (3)	Construction of a 3 lane collector (2 lanes plus a center turn lane) with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Wilson St to SH 95		
Impact Fee Class:	Primary Multimodal Street A		
Ultimate Class:	3U_(56)		
Length (lf):	2,765		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation (2' depth)	8,602	CY	\$ 8.73	\$ 75,097
202	Earthwork/Topsoil (6" depth)	6,144	SY	\$ 1.83	\$ 11,244
302	3" Asphalt (Type C)	664	TON	\$ 140.87	\$ 93,481
402	Asphalt Prime Coat	6,636	GAL	\$ 6.00	\$ 39,816
502	Lime Treated Subgrade (12" depth)	12,903	SY	\$ 3.46	\$ 44,646
602	10" Flexible Base	12,903	SY	\$ 19.70	\$ 254,196
702	6' Concrete Sidewalk (4" depth)	3,687	SY	\$ 62.92	\$ 231,965
802	Machine Laid Curb & Gutter	5,530	LF	\$ 22.37	\$ 123,706
902	Turn Lanes and Median Openings	0	SY	\$ 71.37	\$ -
Paving Construction Cost Subtotal:					\$ 874,151
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	43,708	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	34,966	
√ Roadway Drainage	Standard Internal System	30%	\$	262,245	
√ Illumination		6%	\$	52,449	
√ Water	Minor Adjustments	3%	\$	26,225	
√ Sewer	Minor Adjustments	2%	\$	17,483	
√ Landscaping and Irrigation		6%	\$	52,449	
Allowance Subtotal:					\$ 489,525
Paving and Allowance Subtotal:					\$ 1,363,676
Construction Contingency:					10% \$ 136,368
Mobilization					11% \$ 150,004
Prep ROW					4% \$ 54,547
Construction Cost TOTAL:					\$ 1,705,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,705,000
Engineering/Survey/Testing:		16%	\$ 272,800
Inspection		3.5%	\$ 59,675
ROW/Easement Acquisition:		30%	\$ 511,500
Impact Fee Project Cost TOTAL			\$ 2,549,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: Widening	Project No. B-25
Name:	SH 95 (1)	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Mesquite St to 700' S of Mesquite St		
Impact Fee Class:	State Highway System		
Ultimate Class:	4D_(110)		
Length (lf):	695		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation (3' depth)	4,170	CY	\$ 8.73	\$ 36,404
201	Earthwork/Topsoil (6" depth)	4,788	SY	\$ 1.83	\$ 8,762
301	6" Asphalt (Type C)	222	TON	\$ 140.87	\$ 31,329
401	Asphalt Prime Coat	2,224	GAL	\$ 6.00	\$ 13,344
501	Lime Treated Subgrade (12" depth)	4,170	SY	\$ 3.46	\$ 14,428
601	18" Flexible Base	4,170	SY	\$ 56.20	\$ 234,354
701	6' Concrete Sidewalk (4" depth)	927	SY	\$ 62.92	\$ 58,306
801	Machine Laid Curb & Gutter	2,780	LF	\$ 22.37	\$ 62,189
901	Turn Lanes and Median Openings	142	SY	\$ 123.94	\$ 17,604
Paving Construction Cost Subtotal:					\$ 476,720
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	23,836	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	19,069	
√ Roadway Drainage	Standard Internal System	30%	\$	143,016	
√ Illumination		6%	\$	28,603	
√ Water	Minor Adjustments	3%	\$	14,302	
√ Sewer	Minor Adjustments	2%	\$	9,534	
√ Landscaping and Irrigation		6%	\$	28,603	
Allowance Subtotal:					\$ 266,963
Paving and Allowance Subtotal:					\$ 743,684
Construction Contingency: 10%					\$ 74,368
Mobilization: 11%					\$ 81,805
Prep ROW: 4%					\$ 29,747
Construction Cost TOTAL:					\$ 930,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 930,000
Engineering/Survey/Testing:		16%	\$ 148,800
Inspection		3.5%	\$ 32,550
ROW/Easement Acquisition:		30%	\$ 279,000
Impact Fee Project Cost TOTAL (TxDOT 20%)			\$ 278,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: Widening	Project No. B-26
Name:	SH 95 (2)	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	700' S of Mesquite St to Hawthorne St		
Impact Fee Class:	State Highway System		
Ultimate Class:	4D_(110)		
Length (lf):	2,700		

Roadway Construction Cost Projection						
No.	Item Description	Quantity	Unit	Unit Price	Item Cost	
101	Unclassified Street Excavation (3' depth)	16,200	CY	\$ 8.73	\$ 141,426	
201	Earthwork/Topsoil (6" depth)	18,600	SY	\$ 1.83	\$ 34,038	
301	6" Asphalt (Type C)	864	TON	\$ 140.87	\$ 121,712	
401	Asphalt Prime Coat	8,640	GAL	\$ 6.00	\$ 51,840	
501	Lime Treated Subgrade (12" depth)	16,200	SY	\$ 3.46	\$ 56,052	
601	18" Flexible Base	16,200	SY	\$ 56.20	\$ 910,440	
701	6' Concrete Sidewalk (4" depth)	3,600	SY	\$ 62.92	\$ 226,512	
801	Machine Laid Curb & Gutter	10,800	LF	\$ 22.37	\$ 241,596	
901	Turn Lanes and Median Openings	552	SY	\$ 123.94	\$ 68,391	
Paving Construction Cost Subtotal:					\$ 1,852,007	
Major Construction Component Allowances**:						
Item Description	Notes	Allowance	Item Cost			
√ Traffic Control	Construction Phase Traffic Control	5%	\$	92,600		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	74,080		
√ Roadway Drainage	Standard Internal System	30%	\$	555,602		
√ Illumination		6%	\$	111,120		
√ Water	Minor Adjustments	3%	\$	55,560		
√ Sewer	Minor Adjustments	2%	\$	37,040		
√ Landscaping and Irrigation		6%	\$	111,120		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal:	\$ 1,037,124
Paving and Allowance Subtotal:					\$ 2,889,131	
Construction Contingency:					10%	\$ 288,913
Mobilization					11%	\$ 317,804
Prep ROW					4%	\$ 115,565
Construction Cost TOTAL:					\$ 3,612,000	

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,612,000
Engineering/Survey/Testing:		16%	\$ 577,920
Inspection		3.5%	\$ 126,420
ROW/Easement Acquisition:		30%	\$ 1,083,600
Impact Fee Project Cost TOTAL (TxDOT 20%)			\$ 1,080,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: Widening	Project No. B-27
Name:	SH 95 (3)	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Hawthorne St to Cedar St		
Impact Fee Class:	State Highway System		
Ultimate Class:	4D_(110)		
Length (lf):	1,560		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation (3' depth)	9,360	CY	\$ 8.73	\$ 81,713
201	Earthwork/Topsoil (6" depth)	10,747	SY	\$ 1.83	\$ 19,666
301	6" Asphalt (Type C)	499	TON	\$ 140.87	\$ 70,322
401	Asphalt Prime Coat	4,992	GAL	\$ 6.00	\$ 29,952
501	Lime Treated Subgrade (12" depth)	9,360	SY	\$ 3.46	\$ 32,386
601	18" Flexible Base	9,360	SY	\$ 56.20	\$ 526,032
701	6' Concrete Sidewalk (4" depth)	2,080	SY	\$ 62.92	\$ 130,874
801	Machine Laid Curb & Gutter	6,240	LF	\$ 22.37	\$ 139,589
901	Turn Lanes and Median Openings	319	SY	\$ 123.94	\$ 39,515
Paving Construction Cost Subtotal:					\$ 1,070,049
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	53,502	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	42,802	
√ Roadway Drainage	Standard Internal System	30%	\$	321,015	
√ Illumination		6%	\$	64,203	
√ Water	Minor Adjustments	3%	\$	32,101	
√ Sewer	Minor Adjustments	2%	\$	21,401	
√ Landscaping and Irrigation		6%	\$	64,203	
Allowance Subtotal:					\$ 599,227
Paving and Allowance Subtotal:					\$ 1,669,276
Construction Contingency: 10%					\$ 166,928
Mobilization: 11%					\$ 183,620
Prep ROW: 4%					\$ 66,771
Construction Cost TOTAL:					\$ 2,087,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,087,000
Engineering/Survey/Testing:		16%	\$ 333,920
Inspection		3.5%	\$ 73,045
ROW/Easement Acquisition:		30%	\$ 626,100
Impact Fee Project Cost TOTAL (TxDOT 20%)			\$ 624,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: Widening	Project No. B-28
Name:	SH 95 (4)	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Cedar St to Spring St		
Impact Fee Class:	State Highway System		
Ultimate Class:	4D_(110)		
Length (lf):	1,885		

Roadway Construction Cost Projection						
No.	Item Description	Quantity	Unit	Unit Price	Item Cost	
101	Unclassified Street Excavation (3' depth)	11,310	CY	\$ 8.73	\$ 98,736	
201	Earthwork/Topsoil (6" depth)	12,986	SY	\$ 1.83	\$ 23,764	
301	6" Asphalt (Type C)	603	TON	\$ 140.87	\$ 84,973	
401	Asphalt Prime Coat	6,032	GAL	\$ 6.00	\$ 36,192	
501	Lime Treated Subgrade (12" depth)	11,310	SY	\$ 3.46	\$ 39,133	
601	18" Flexible Base	11,310	SY	\$ 56.20	\$ 635,622	
701	6' Concrete Sidewalk (4" depth)	2,513	SY	\$ 62.92	\$ 158,139	
801	Machine Laid Curb & Gutter	7,540	LF	\$ 22.37	\$ 168,670	
901	Turn Lanes and Median Openings	385	SY	\$ 123.94	\$ 47,747	
Paving Construction Cost Subtotal:					\$ 1,292,975	
Major Construction Component Allowances**:						
Item Description	Notes	Allowance	Item Cost			
√ Traffic Control	Construction Phase Traffic Control	5%	\$	64,649		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	51,719		
√ Roadway Drainage	Standard Internal System	30%	\$	387,893		
√ Illumination		6%	\$	77,579		
√ Water	Minor Adjustments	3%	\$	38,789		
√ Sewer	Minor Adjustments	2%	\$	25,860		
√ Landscaping and Irrigation		6%	\$	77,579		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal:	\$ 724,066
Paving and Allowance Subtotal:					\$ 2,017,042	
Construction Contingency:					10%	\$ 201,704
Mobilization					11%	\$ 221,875
Prep ROW					4%	\$ 80,682
Construction Cost TOTAL:					\$ 2,522,000	

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,522,000
Engineering/Survey/Testing:		16%	\$ 403,520
Inspection		3.5%	\$ 88,270
ROW/Easement Acquisition:		30%	\$ 756,600
Impact Fee Project Cost TOTAL (TxDOT 20%)			\$ 754,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: Widening	Project No.: B-29
Name:	SH 95 (5)	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Farm St to Chestnut St/SH 21		
Impact Fee Class:	State Highway System		
Ultimate Class:	4D_(110)		
Length (lf):	870		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation (3' depth)	5,220	CY	\$ 8.73	\$ 45,571
201	Earthwork/Topsoil (6" depth)	5,993	SY	\$ 1.83	\$ 10,968
301	6" Asphalt (Type C)	278	TON	\$ 140.87	\$ 39,218
401	Asphalt Prime Coat	2,784	GAL	\$ 6.00	\$ 16,704
501	Lime Treated Subgrade (12" depth)	5,220	SY	\$ 3.46	\$ 18,061
601	18" Flexible Base	5,220	SY	\$ 56.20	\$ 293,364
701	6' Concrete Sidewalk (4" depth)	1,160	SY	\$ 62.92	\$ 72,987
801	Machine Laid Curb & Gutter	3,480	LF	\$ 22.37	\$ 77,848
901	Turn Lanes and Median Openings	178	SY	\$ 123.94	\$ 22,037
Paving Construction Cost Subtotal:					\$ 596,758
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	29,838	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	23,870	
√ Roadway Drainage	Standard Internal System	30%	\$	179,027	
√ Illumination		6%	\$	35,805	
√ Water	Minor Adjustments	3%	\$	17,903	
√ Sewer	Minor Adjustments	2%	\$	11,935	
√ Landscaping and Irrigation		6%	\$	35,805	
Allowance Subtotal:					\$ 334,184
Paving and Allowance Subtotal:					\$ 930,942
Construction Contingency:					10% \$ 93,094
Mobilization:					11% \$ 102,404
Prep ROW:					4% \$ 37,238
Construction Cost TOTAL:					\$ 1,164,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,164,000
Engineering/Survey/Testing:		16%	\$ 186,240
Inspection		3.5%	\$ 40,740
ROW/Easement Acquisition:		30%	\$ 349,200
Impact Fee Project Cost TOTAL (TxDOT 20%)			\$ 348,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: Widening	Project No. B-30
Name:	South Street (3)	Construction of a 3 lane collector (2 lanes plus a center turn lane) with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	650' W of Jackson St to 1,200' E of Jack		
Impact Fee Class:	Primary Multimodal Street A		
Ultimate Class:	3U_(56)		
Length (lf):	1,675		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation (2' depth)	5,211	CY	\$ 8.73	\$ 45,493
202	Earthwork/Topsoil (6" depth)	3,722	SY	\$ 1.83	\$ 6,812
302	3" Asphalt (Type C)	402	TON	\$ 140.87	\$ 56,630
402	Asphalt Prime Coat	4,020	GAL	\$ 6.00	\$ 24,120
502	Lime Treated Subgrade (12" depth)	7,817	SY	\$ 3.46	\$ 27,046
602	10" Flexible Base	7,817	SY	\$ 19.70	\$ 153,988
702	6' Concrete Sidewalk (4" depth)	2,233	SY	\$ 62.92	\$ 140,521
802	Machine Laid Curb & Gutter	3,350	LF	\$ 22.37	\$ 74,940
902	Turn Lanes and Median Openings	0	SY	\$ 71.37	\$ -
Paving Construction Cost Subtotal:					\$ 529,549
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	26,477	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	21,182	
√ Roadway Drainage	Standard Internal System	30%	\$	158,865	
√ Illumination		6%	\$	31,773	
√ Water	Minor Adjustments	3%	\$	15,886	
√ Sewer	Minor Adjustments	2%	\$	10,591	
√ Landscaping and Irrigation		6%	\$	31,773	
Allowance Subtotal:					\$ 296,548
Paving and Allowance Subtotal:					\$ 826,097
Construction Contingency: 10%					\$ 82,610
Mobilization: 11%					\$ 90,871
Prep ROW: 4%					\$ 33,044
Construction Cost TOTAL:					\$ 1,033,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,033,000
Engineering/Survey/Testing:		16%	\$ 165,280
Inspection		3.5%	\$ 36,155
ROW/Easement Acquisition:		30%	\$ 309,900
Impact Fee Project Cost TOTAL			\$ 1,544,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: Access Management	Project No. B-31
Name:	SH 21 (1)	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Chestnut St to Walnut St		
Impact Fee Class:	State Highway System		
Ultimate Class:	4D_(110)		
Length (lf):	1,580		

Roadway Construction Cost Projection						
No.	Item Description	Quantity	Unit	Unit Price	Item Cost	
101	Unclassified Street Excavation (3' depth)	9,480	CY	\$ 8.73	\$ 82,760	
201	Earthwork/Topsoil (6" depth)	10,884	SY	\$ 1.83	\$ 19,919	
301	6" Asphalt (Type C)	506	TON	\$ 140.87	\$ 71,224	
401	Asphalt Prime Coat	5,056	GAL	\$ 6.00	\$ 30,336	
501	Lime Treated Subgrade (12" depth)	9,480	SY	\$ 3.46	\$ 32,801	
601	18" Flexible Base	9,480	SY	\$ 56.20	\$ 532,776	
701	6' Concrete Sidewalk (4" depth)	2,107	SY	\$ 62.92	\$ 132,551	
801	Machine Laid Curb & Gutter	6,320	LF	\$ 22.37	\$ 141,378	
901	Turn Lanes and Median Openings	323	SY	\$ 123.94	\$ 40,022	
Paving Construction Cost Subtotal:					\$ 1,083,767	
Major Construction Component Allowances**:						
Item Description	Notes	Allowance	Item Cost			
√ Traffic Control	Construction Phase Traffic Control	5%	\$	54,188		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	43,351		
√ Roadway Drainage	Standard Internal System	30%	\$	325,130		
√ Illumination		6%	\$	65,026		
√ Water	Minor Adjustments	3%	\$	32,513		
√ Sewer	Minor Adjustments	2%	\$	21,675		
√ Landscaping and Irrigation		6%	\$	65,026		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal:	\$ 606,910
Paving and Allowance Subtotal:					\$ 1,690,677	
Construction Contingency:					10%	\$ 169,068
Mobilization					11%	\$ 185,974
Prep ROW					4%	\$ 67,627
Construction Cost TOTAL:					\$ 2,114,000	

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,114,000
Engineering/Survey/Testing:		16%	\$ 338,240
Inspection		3.5%	\$ 73,990
ROW/Easement Acquisition:		30%	\$ 634,200
Impact Fee Project Cost TOTAL (TxDOT 20%)			\$ 632,000

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City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: Access Management	Project No. B-32
Name:	SH 21 (2)	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Walnut St to SH 21 WBFR		
Impact Fee Class:	State Highway System		
Ultimate Class:	4D_(110)		
Length (lf):	2,255		

Roadway Construction Cost Projection						
No.	Item Description	Quantity	Unit	Unit Price	Item Cost	
101	Unclassified Street Excavation (3' depth)	13,530	CY	\$ 8.73	\$ 118,117	
201	Earthwork/Topsoil (6" depth)	15,534	SY	\$ 1.83	\$ 28,428	
301	6" Asphalt (Type C)	722	TON	\$ 140.87	\$ 101,652	
401	Asphalt Prime Coat	7,216	GAL	\$ 6.00	\$ 43,296	
501	Lime Treated Subgrade (12" depth)	13,530	SY	\$ 3.46	\$ 46,814	
601	18" Flexible Base	13,530	SY	\$ 56.20	\$ 760,386	
701	6' Concrete Sidewalk (4" depth)	3,007	SY	\$ 62.92	\$ 189,179	
801	Machine Laid Curb & Gutter	9,020	LF	\$ 22.37	\$ 201,777	
901	Turn Lanes and Median Openings	461	SY	\$ 123.94	\$ 57,120	
Paving Construction Cost Subtotal:					\$ 1,546,769	
Major Construction Component Allowances**:						
Item Description	Notes	Allowance	Item Cost			
√ Traffic Control	Construction Phase Traffic Control	5%	\$	77,338		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	61,871		
√ Roadway Drainage	Standard Internal System	30%	\$	464,031		
√ Illumination		6%	\$	92,806		
√ Water	Minor Adjustments	3%	\$	46,403		
√ Sewer	Minor Adjustments	2%	\$	30,935		
√ Landscaping and Irrigation		6%	\$	92,806		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal:	\$ 866,191
Paving and Allowance Subtotal:					\$ 2,412,960	
Construction Contingency:					10%	\$ 241,296
Mobilization					11%	\$ 265,426
Prep ROW					4%	\$ 96,518
Construction Cost TOTAL:					\$ 3,017,000	

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,017,000
Engineering/Survey/Testing:		16%	\$ 482,720
Inspection		3.5%	\$ 105,595
ROW/Easement Acquisition:		30%	\$ 905,100
Impact Fee Project Cost TOTAL (TxDOT 20%)			\$ 902,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

The planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: Access Management	Project No. B-33
Name:	SH 95 (6)	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	SH 21 WBFR to SH 21 EBFR		
Impact Fee Class:	State Highway System		
Ultimate Class:	4D_(110)		
Length (lf):	580		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation (3' depth)	3,480	CY	\$ 8.73	\$ 30,380
201	Earthwork/Topsoil (6" depth)	3,996	SY	\$ 1.83	\$ 7,312
301	6" Asphalt (Type C)	186	TON	\$ 140.87	\$ 26,145
401	Asphalt Prime Coat	1,856	GAL	\$ 6.00	\$ 11,136
501	Lime Treated Subgrade (12" depth)	3,480	SY	\$ 3.46	\$ 12,041
601	18" Flexible Base	3,480	SY	\$ 56.20	\$ 195,576
701	6' Concrete Sidewalk (4" depth)	773	SY	\$ 62.92	\$ 48,658
801	Machine Laid Curb & Gutter	2,320	LF	\$ 22.37	\$ 51,898
901	Turn Lanes and Median Openings	119	SY	\$ 123.94	\$ 14,691
Paving Construction Cost Subtotal:					\$ 397,839
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	19,892	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	15,914	
√ Roadway Drainage	Standard Internal System	30%	\$	119,352	
√ Illumination		6%	\$	23,870	
√ Water	Minor Adjustments	3%	\$	11,935	
√ Sewer	Minor Adjustments	2%	\$	7,957	
√ Landscaping and Irrigation		6%	\$	23,870	
Allowance Subtotal:					\$ 222,790
Paving and Allowance Subtotal:					\$ 620,628
Construction Contingency: 10%					\$ 62,063
Mobilization: 11%					\$ 68,269
Prep ROW: 4%					\$ 24,825
Construction Cost TOTAL:					\$ 776,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 776,000
Engineering/Survey/Testing:		16%	\$ 124,160
Inspection		3.5%	\$ 27,160
ROW/Easement Acquisition:		30%	\$ 232,800
Impact Fee Project Cost TOTAL (TxDOT 20%)			\$ 232,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

The planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.



D. SUMMARY OF TRANSPORTATION IMPACT FEE CREDIT DETERMINATION

EXHIBIT C

Item 12H.

Bond Debt - SA B

Sources
 Par Amount
 +Premium / - Discount
 Equity contribution

Total Sources

Uses Project desposit **\$ 33,282,620.47**
 Cost of Issuance (1%)
 Contingency

Total Uses

	Year	Principal	Coupon	Interest	Debt Service	\$	1.55	\$	\$	\$
Debt Service Annually		\$ 33,282,620.47	\$ 1.02	\$ 18,238,876.02	\$ 51,521,496.48	\$		\$ 18,238,876.02	\$	48,259,799.67
	1	\$ 1,664,131.02	4.00%	1693253.316	\$ 3,357,384.34					
	2	\$ 1,664,131.02	4.25%	1626688.075	\$ 3,290,819.10					
	3	\$ 1,664,131.02	4.50%	1555962.507	\$ 3,220,093.53					
	4	\$ 1,664,131.02	5.00%	1481076.611	\$ 3,145,207.63					
	5	\$ 1,664,131.02	5.25%	1397870.06	\$ 3,062,001.08					
	6	\$ 1,664,131.02	5.25%	1310503.181	\$ 2,974,634.20					
	7	\$ 1,664,131.02	5.25%	1223136.302	\$ 2,887,267.33					
	8	\$ 1,664,131.02	5.25%	1135769.423	\$ 2,799,900.45					
	9	\$ 1,664,131.02	5.25%	1048402.545	\$ 2,712,533.57					
	10	\$ 1,664,131.02	5.25%	961035.6659	\$ 2,625,166.69					
	11	\$ 1,664,131.02	5.25%	873668.7872	\$ 2,537,799.81					
	12	\$ 1,664,131.02	5.25%	786301.9085	\$ 2,450,432.93					
	13	\$ 1,664,131.02	5.25%	698935.0298	\$ 2,363,066.05					
	14	\$ 1,664,131.02	5.25%	611568.1511	\$ 2,275,699.17					
	15	\$ 1,664,131.02	5.25%	524201.2723	\$ 2,188,332.30					
	16	\$ 1,664,131.02	5.25%	436834.3936	\$ 2,100,965.42					
	17	\$ 1,664,131.02	5.25%	349467.5149	\$ 2,013,598.54					
	18	\$ 1,664,131.02	5.25%	262100.6362	\$ 1,926,231.66					
	19	\$ 1,664,131.02	5.25%	174733.7574	\$ 1,838,864.78					
	20	\$ 1,664,131.02	5.25%	87366.87872	\$ 1,751,497.90					
								\$ 40,890,807.97		
								\$ 46,716,318.15		
									\$ 1,403,625	
										\$ 13,433,697.69
										\$ 1,403,625



E. TRANSPORTATION IMPACT FEE CREDIT DETERMINATION SUPPORTING EXHIBITS

AD VALOREM TAXES SUMMARY	A	B
10-YEAR GROWTH PROJECTIONS		
Residential (single family dwelling units)	1,942	1,780
Residential (mulit-family dwelling units)	3,680	1,575
Basic (square Feet)	0	2,170,000
Service (square feet)	491,000	217,000
Retail (square feet)	2,382,000	949,000

AVERAGE PROPERTY VALUE BASED ON AD VALOREM TAX DATA

per Residential Dwelling Unit (single-family)	242,000	242,000
per Residential Dwelling Unit (multi-family)	135,000	135,000
per Square Feet of Industrial (Basic)	60	60
per Square Feet of Office (Service)	110	110
per Square Feet of Retail (Retail)	180	180

TOTAL PROPERTY VALUE BASED ON AD VALOREM TAX DATA

per Residential Dwelling Unit	\$ 2,558,667.47	\$ 2,335,821.95
per Residential Dwelling Unit (multi-family)	\$ 2,693,927.81	\$ 1,155,966.55
per Square Feet of Industrial (Basic)	\$ -	\$ 706,017.31
per Square Feet of Office (Service)	\$ 292,872.47	\$ 129,436.51
per Square Feet of Retail (Retail)	\$ 2,324,976.83	\$ 926,281.70
	\$ 7,870,444.57	\$ 5,253,524.02

RESIDENTIAL AD VALOREM TAXES SUMMARY

	Service Area A - Ad Valorem										
	0	1	2	3	4	5	6	7	8	9	
1											
2	368	368	368	368	368	368	368	368	368	368	
3		368	368	368	368	368	368	368	368	368	
4			368	368	368	368	368	368	368	368	
5				368	368	368	368	368	368	368	
AVERAGE PROPERTY VALUE BASED ON AD VALOREM TAX DATA					368	368	368	368	368	368	
7						368	368	368	368	368	
8							368	368	368	368	
9								368	368	368	
									368	368	
TOTAL PRO	368	736	1104	1472	1840	2208	2576	2944	3312	3680	
	135,000										
	0.09859										
	\$ 48,980.51	\$ 97,961.01	\$ 146,941.52	\$ 195,922.02	\$ 244,902.53	\$ 293,883.03	\$ 342,863.54	\$ 391,844.04	\$ 440,824.55	\$ 489,805.06	\$ 2,693,927.81

	Service Area B - Ad Valorem										
	0	1	2	3	4	5	6	7	8	9	
1											
2	158	158	158	158	158	158	158	158	158	158	
3		158	158	158	158	158	158	158	158	158	
4			158	158	158	158	158	158	158	158	
5				158	158	158	158	158	158	158	
6					158	158	158	158	158	158	
7						158	158	158	158	158	
8							158	158	158	158	
9								158	158	158	
									158	158	
									158	153	
TOTAL PRO	158	316	474	632	790	948	1106	1264	1422	1575	
	135,000										
	0.09859										
	\$ 21,029.67	\$ 42,059.35	\$ 63,089.02	\$ 84,118.69	\$ 105,148.37	\$ 126,178.04	\$ 147,207.72	\$ 168,237.39	\$ 189,267.06	\$ 209,631.24	\$ 1,155,966.55

EXHIBIT C

Item 12H.

INDUSTRIAL AD VALOREM TAXES SUMMARY
Service Area A - Ad Valorem

	0	1	2	3	4	5	6	7	8	9
1										
2	0									
3		0								
4			0							
5				0						
AVERAGE PROPERTY VALUE BASED ON AD VALOREM TAX DATA					0	0	0	0	0	0
7						0				
8							0			
9								0		
TOTAL PRC	0	0	0	0	0	0	0	0	0	0
										0.09859
\$	-	\$	-	\$	-	\$	-	\$	-	\$

Service Area B - Ad Valorem

	0	1	2	3	4	5	6	7	8	9
1										
2	217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000
3		217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000
4			217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000
5				217,000	217,000	217,000	217,000	217,000	217,000	217,000
6					217,000	217,000	217,000	217,000	217,000	217,000
7						217,000	217,000	217,000	217,000	217,000
8							217,000	217,000	217,000	217,000
9								217,000	217,000	217,000
									217,000	217,000
	217,000.00	434,000.00	651,000.00	868,000.00	1,085,000.00	1,302,000.00	1,519,000.00	1,736,000.00	1,953,000.00	2,170,000.00
										0.09859
\$	12,836.68	\$ 25,673.36	\$ 38,510.04	\$ 51,346.71	\$ 64,183.39	\$ 77,020.07	\$ 89,856.75	\$ 102,693.43	\$ 115,530.11	\$ 128,366.78
										\$ 706,017.31

EXHIBIT C

Item 12H.

SERVICE AD VALOREM TAXES SUMMARY

	0	1	2	3	4	5	6	7	8	9
1										
2	49100	49100	49100	49100	49100	49100	49100	49100	49100	49100
3		49100	49100	49100	49100	49100	49100	49100	49100	49100
4			49100	49100	49100	49100	49100	49100	49100	49100
5				49100	49100	49100	49100	49100	49100	49100
AVERAGE PROPERTY VALUE BASED ON AD VALOREM TAX DATA					49100	49100	49100	49100	49100	49100
7						49100	49100	49100	49100	49100
8							49100	49100	49100	49100
9								49100	49100	49100
TOTAL PRC	49,100.00	98,200.00	147,300.00	196,400.00	245,500.00	294,600.00	343,700.00	392,800.00	441,900.00	491,000.00
						110				0.09859
\$	5,324.95	10,649.91	15,974.86	21,299.82	26,624.77	31,949.72	37,274.68	42,599.63	47,924.59	53,249.54
										292,872.47

Service Area B - Ad Valorem

	0	1	2	3	4	5	6	7	8	9
1										
2	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00
3		21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00
4			21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00
5				21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00
6					21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00
7						21,700.00	21,700.00	21,700.00	21,700.00	21,700.00
8							21,700.00	21,700.00	21,700.00	21,700.00
9								21,700.00	21,700.00	21,700.00
									21,700.00	21,700.00
	21,700.00	43,400.00	65,100.00	86,800.00	108,500.00	130,200.00	151,900.00	173,600.00	195,300.00	217,000.00
						110				0.09859
\$	2,353.39	4,706.78	7,060.17	9,413.56	11,766.96	14,120.35	16,473.74	18,827.13	21,180.52	23,533.91
										129,436.51

EXHIBIT C

Item 12H.

RETAIL AD VALOREM TAXES SUMMARY

	0	1	2	3	4	5	6	7	8	9
1										
2	238200	238200	238200	238200	238200	238200	238200	238200	238200	238200
3		238200	238200	238200	238200	238200	238200	238200	238200	238200
4			238200	238200	238200	238200	238200	238200	238200	238200
5				238200	238200	238200	238200	238200	238200	238200
AVERAGE PROPERTY VALUE BASED ON AD VALOREM TAX DATA					238200	238200	238200	238200	238200	238200
7						238200	238200	238200	238200	238200
8							238200	238200	238200	238200
9								238200	238200	238200
TOTAL PRC	238,200.00	476,400.00	714,600.00	952,800.00	1,191,000.00	1,429,200.00	1,667,400.00	1,905,600.00	2,143,800.00	2,382,000.00
						180				
	\$ 42,272.31	\$ 84,544.61	\$ 126,816.92	\$ 169,089.22	\$ 211,361.53	\$ 253,633.84	\$ 295,906.14	\$ 338,178.45	\$ 380,450.75	\$ 422,723.06
										\$ 2,324,976.83

	0	1	2	3	4	5	6	7	8	9
1										
2	94,900.00	94,900.00	94,900.00	94,900.00	94,900.00	94,900.00	94,900.00	94,900.00	94,900.00	94,900.00
3		94,900.00	94,900.00	94,900.00	94,900.00	94,900.00	94,900.00	94,900.00	94,900.00	94,900.00
4			94,900.00	94,900.00	94,900.00	94,900.00	94,900.00	94,900.00	94,900.00	94,900.00
5				94,900.00	94,900.00	94,900.00	94,900.00	94,900.00	94,900.00	94,900.00
6					94,900.00	94,900.00	94,900.00	94,900.00	94,900.00	94,900.00
7						94,900.00	94,900.00	94,900.00	94,900.00	94,900.00
8							94,900.00	94,900.00	94,900.00	94,900.00
9								94,900.00	94,900.00	94,900.00
	94,900.00	189,800.00	284,700.00	379,600.00	474,500.00	569,400.00	664,300.00	759,200.00	854,100.00	949,000.00
						180				
	\$ 16,841.49	\$ 33,682.97	\$ 50,524.46	\$ 67,365.94	\$ 84,207.43	\$ 101,048.91	\$ 117,890.40	\$ 134,731.88	\$ 151,573.37	\$ 168,414.85
										\$ 926,281.70



STAFF REPORT

MEETING DATE: October 21, 2025

TITLE:

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

AGENDA ITEM SUBMITTED BY:

Vivianna Nicole Andres, Assistant to the City Manager

BACKGROUND/HISTORY:

The City of Bastrop adopted the Parkland Dedication and Park Enrichment Fund on March 11, 2025. The adoption of this ordinance introduced changes to how the city acquires parkland, instituted new standards for the parkland being dedicated, and adopted a Park Enrichment Fee. These changes were incorporated into Chapter 10, Subdivisions of the Bastrop Code of Ordinances.

Since that time, Staff has identified the changes that need to be made in the Bastrop Building Block (B3) Code to complement the newly adopted Parkland Dedication and Park Enrichment fund standards in Chapter 10 of the Bastrop Code of Ordinances.

The changes to the B3 Code are primarily centered around augmenting the P1 Nature Place Type in the Code to become the P1 Parks and Open Space Place Type and to adopt relevant code changes to facilitate this change. Staff also changed the standards within Civic Space to complement the changes being made to incorporate the P1 Parks and Open Space Place Type.

These proposed changes are also aligned with the vision set forth in the City of Bastrop Comprehensive Plan, which was adopted in 2016 and then updated in 2025.

On August 28, 2025, a workshop was held with the Planning and Zoning Commission to discuss the amendments. After discussing the proposed edits, the Planning and Zoning Commission directed Staff to bring back the proposed changes to the next available Planning and Zoning Commission for a formal recommendation to the City Council.

FOCUS AREAS:

The City of Bastrop has identified nine Focus Areas to successfully achieve its vision and mission. One of the Focus Areas is "Managing Growth," which is defined as:

"Maintain Bastrop's unique feel and character while meeting the needs of the population through facilitation of responsible development and redevelopment."

Another Focus Area is “Uniquely Bastrop” which is defined as:

“Maintain and enhance our historic community feel by leveraging the unique combination of community, parks, cultural, and recreational assets that make Bastrop a special place to live and work.”

Staff believes that the proposed changes meet the intent of the Focus Areas.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

On September 25, 2025, the proposed code changes were presented to the Planning and Zoning Commission, and the Commission unanimously voted to recommend approval of the changes to the City Council.

RECOMMENDATION:

Take action to approve amending the Bastrop Code of Ordinances, Chapter 14, Bastrop Building Block (B3) Code by changing the P1 Nature Place Type to P1 Parks and Open Space, and adopting new and revised code provisions in relation to the P1 Parks and Open Space Place Type and Civic Space; and move to include on the November 4, 2025 City Council meeting Consent Agenda for a second reading.

ATTACHMENTS:

1. Ordinance No. 2025-73
2. Exhibit A: Bastrop Building Block (B3) Code Changes

ORDINANCE NO. 2025-73

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES, CHAPTER 14, BASTROP BUILDING BLOCK (B3) CODE, BY CHANGING THE P1 NATURE PLACE TYPE TO P1 PARKS AND OPEN SPACE PLACE TYPE AND ADOPT NEW AND REVISED CODE PROVISIONS IN RELATION TO THE P1 PARKS AND OPEN SPACE PLACE TYPE AND CIVIC SPACE; AS ATTACHED IN EXHIBIT A; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE, AND MEETING.

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

WHEREAS, pursuant to Texas Local Government Code Chapters 211, 212, 214, and 217 the City Council of the City of Bastrop has general authority to regulate planning, zoning, subdivisions, and the construction of buildings; and

WHEREAS, these amendments seek to amend the P1-Nature Place Type in the Bastrop Building Block B3 Code to become the P1-Parks and Open Space Place Type, to amend the standards and criteria for Civic Space, and to adopt relevant code changes to facilitate this change, as listed in Exhibit A; and

WHEREAS, these amendments are in alignment with the Bastrop Comprehensive Plan, which was adopted in 2016, and then updated in 2025, and the Bastrop Code of Ordinances, Chapter 10 Parkland Dedication and Park Enrichment Fund which was adopted in 2025; and

WHEREAS, the City Council finds that certain amendments to the aforementioned ordinances are necessary and reasonable to meet changing conditions and are in the best interest of the City.

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

Section 1. 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 Bastrop Building Block Code (B3). The Bastrop Building Code is hereby amended and shall read in accordance with

Exhibit "A", which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any struck-through text shall be deleted from the Code, as shown in each of the attachments.

- Section 3. Severability.** If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.
- Section 4. Repealer.** This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.
- Section 5. 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 immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.
- Section 7. Proper Notice and Meeting.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

[Signature Page to Follow]

READ & ACKNOWLEDGED on First Reading on this the 21st day of October 2025.

READ & ADOPTED on Second Reading on this the 4th day of November 2025.

APPROVED:

by: _____
Ishmael Haris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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



EXHIBIT A

	P1	P2	P3	P4	P5	EC
NEIGHBORHOOD STREET II	NP	P	P	P	NP	NP
COMMERCIAL STREET I	NP	NP	NP	NP	P	P
COMMERCIAL STREET II	NP	NP	NP	NP	P	P
COURT STREET	NP	NP	P	P	P	P
SLIP STREET	NP	NP	P	P	P	P
PARK DRIVE	P	P	P	P	P	NP
BOARDWALK	NP	NP	NP	NP	P	P
PEDESTRIAN STREET	NP	NP	P	P	P	NP
PEDESTRIAN SHEDS						
PLACE TYPE ALLOCATION PER PED SHED*	Varies	Varies	10-35%	25-75%	5-20%	

* Place Type allocation for Traditional Neighborhood Development.

PARKLAND						
PUBLIC PARKLAND	P	NP	NP	NP	NP	NP
CIVIC SPACE - ARTICLE 7.5						
PRIVATE PARK	NP	P	P	NP	NP	NP
GREEN	NP	NP	P	P	P	P
SQUARE	NP	NP	NP	P	P	P
PLAZA	NP	NP	NP	NP	P	P
PLAYGROUND	NP	P	P	P	P	P
COMMERCIAL PLACE	NP	NP	NP	P	P	P

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	<u>P1</u>	<u>P2</u>	<u>P3</u>	<u>P4</u>	<u>P5</u>	<u>EC</u>
POCKET PARK	NP	NP	P	P	P	P

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EXHIBIT A

	P1	P2	P3	P4	P5	EC
BLADE SIGNS	NP	NP	NP	P	P	
MARQUEE SIGNS	NP	NP	NP	NP	P	
NAME PLATE SIGNS	NP	NP	NP	P	P	
OUTDOOR DISPLAY CASE	NP	NP	NP	P	P	
SIDEWALK SIGNS	NP	NP	NP	P	P	
WINDOW SIGNS	NP	NP	NP	P	P	
YARD SIGNS	NP	NP	NP	P	NP	
MONUMENT SIGN	<u>NP</u>	NP	NP	NP	P	
PUBLIC LIGHTING TYPES - SEC. 7.5.005						
COBRA HEAD	P	P	NP	NP	NP	
PIPE	P	P	P	P	P	P
POST	<u>P</u>	P	P	P	P	P
COLUMN	<u>P</u>		P	P	P	P
DOUBLE COLUMN	<u>P</u>				NP	P

BLANK= BY WARRANT P = PERMITTED NP = NOT PERMITTED

B³ CODE DEVELOPMENT ELEMENTS

Character Districts - Character Districts are the largest regulating geographic boundary in the Code. They are informed by the natural landscape and geography of the community and by existing Civic Spaces and neighborhoods. They identify and represent the authenticity of Bastrop.

Development Patterns - The physical landscape lends itself to supporting a range of human settlement patterns. There are three distinct development patterns introduced in the Code: Traditional Neighborhood Development (TND), Cluster Land Development (CLD) and Village Center Development (VCD). Development patterns are geographically sensitive and regulated by the Character Districts.

Place Types - Place Types are the transition of places from natural to urban, through the use of specific Standards. Place Types replace conventional zoning districts with identifiable characteristics that represent seven arrangements of places. Place Types Standards were inspired by the DNA of the Bastrop community.

P1 - ~~Parks and Open~~
~~Space Nature~~

P4 - Neighborhood Mix CS - Civic Space

P2 - Rural

P5 - Core

PDD - Planned Development District

P3 - Neighborhood

EC - Employment Center

Street Types - Streets serve as the public spaces connecting places and people. They transition from natural to urban form. All modes of transportation and settlement patterns are supported by the variety of Street Types presented in the Code.

ARTICLE 1.3 PLATTING PROCEDURES

SEC. 1.3.001 STANDARD PROCEDURE - PLATTING

- (a) **Plat Required:** Refer to Texas Local Government Code Chapter 212, Subchapter A. Regulations of Subdivisions, Section 212.004 – Plat Required. All plats shall meet the requirements of the B³ Code. Additional, all plats shall meet the requirements of Ordinance No. 2019-27, Enhanced Permit Review Process, as a condition prior to submitting a plat to the City.
- (b) **Delegation of Approval Responsibility:** The City Council hereby delegates approval authority to the Director of Planning & Development in accordance with Texas Local Government Code Chapter 212, Subchapter A. Regulations of Subdivisions, Section 212.0065.
- (c) **Vacating Plat:** Refer to Texas Local Government Code Chapter 212, Subchapter A. Regulations of Subdivisions, Section 212.013 – Vacating Plat.
- (d) **Replat:** Refer to Texas Local Government Code Chapter 212, Subchapter A. Regulations of Subdivisions, Section 212.014 – Replatting without Vacating Preceding Plat; Section 212.0145 – Replatting without Vacating Preceding

Plat: Certain Subdivisions; Section 212.015 – Additional Requirements for Certain Replats.

- (e) **Amending Plat:** Refer to Texas Local Government Code Chapter 212, Subchapter A. Regulations of Subdivisions, Section 212.016 - Amending Plat.
- (f) Refer to the City of Bastrop Development Manual for checklists and timelines, the B³ Technical Manual for public notification and Plat submission requirements, and the Uniform Submittal Schedule for specific submittal dates. [Refer to the City of Bastrop Code of Ordinances, Chapter 10 for Parkland Dedication requirements.](#)

SEC. 1.3.002 PRELIMINARY PLAT

- (a) A Preliminary Plat is required if a property is being subdivided into 4 or more lots, right-of-way dedication with roadway improvements are required, and any public infrastructure is required.
- (b) The purpose of a Preliminary Plat is to determine the general layout of the proposed Subdivision in order to facilitate review by the Planning & Zoning Commission of the proposed Subdivision's Streets and Drainage system, easements, utilities, Building lots, and other lots including Open Space.

SEC 3.1.005 PLACE TYPE ZONING DISTRICTS TABLE



P1 — [NatureParks and Open Space](#)

Lands in a natural state or reverting to a wilderness condition, including lands unsuitable for settlement due to topography, hydrology or vegetation. P1 is intended to preserve areas that contain sensitive habitats, active or passive Open Spaces, [public parkland,s](#) and limited agriculture uses.

ARTICLE 3.2 PLACE TYPE STANDARDS

SEC 3.2.001 ALLOCATION & SEQUENCE OF PLACE TYPE DETERMINATION

(a) Determination of Place Type designations shall be made based on the following factors considered in the following sequence:

- (1) Geographically sensitive Development Patterns;
- (2) The existing Streets and Master Thoroughfare Plan;
- (3) Proximity to existing Place Types (built or entitled);
- (4) Size of new Development; and
- (5) Pedestrian Shed Distribution.

(b) The City of Bastrop shall have the following assigned percentages of each Pedestrian Shed allocated to the established Place Types. Before preparing a Neighborhood Concept Scheme the Applicant must review permitted Development Patterns and the associated Standards. Place Type percentage allocation per Pedestrian Shed as described in Article 3.3:

P1- Nature Parks and Open Space	Varies
P2- Rural	Varies
P3 - Neighborhood	10-35%
P4 - Mix	25-75%
P5 - Core	5 - 20%
CS – Civic Space	10% preferred Min.
EC – Employment Center	No Min.
PDD – Planned Development District	No Min.

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ponds and streams with a natural appearance wherever possible.

(c) Open space standards.

~~(1) Public or private. Unless otherwise provided by the PD ordinance, a site appropriate area or areas within the entire PD District shall be devoted to open space. Open space for PD districts may be satisfied by space that can be classified as public, such as a central gathering space, or by a combination of public and private open space. Open space requirements specified in this subsection are in addition to the city's general requirements for landscaping and buffering. Public open space shall be dedicated to the city. All Planned Development Districts (PDDs) shall be subject to the City's adopted parkland dedication requirements and park enrichment fund contributions as outlined in Chapter 10 of the Code of Ordinances.~~

~~In addition to meeting parkland dedication requirements, each PDD is encouraged to provide additional open space, which shall be privately maintained and managed by a Homeowner's Association or similar permanent agency.~~

~~(1)(2)~~ Preservation of natural features. Unless otherwise provided by the PD ordinance or PD master plan:

(a) Floodplain areas shall be preserved and maintained as

open space; and

(b) Significant stands of native trees shall be preserved and protected from destruction or alteration pursuant to a tree preservation plan submitted to the city by the applicant.

~~(2)~~ Open space allocation and preservation. Open space requirements shall be satisfied for each phase of a multi-phased development, or in accordance with the controlling land use plan for the PDD. If open space is not to be provided proportionally among phases of development, the applicant must execute a reservation of open space in a form that will assure the city that such open space will be provided. The city may require that all open space within the PD district must be provided prior to completion of development within the PD district.

(d) Height regulations. Unless otherwise provided by the PD ordinance, height regulations for uses shall be those established within the city's zoning regulations for the base zoning district.

(e) Area regulations. Unless otherwise provided by the PD ordinance, area regulations for uses shall be those established within the city's zoning regulations for the base zoning district. The minimum allowable size for a PD shall be one acre.

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SEC. 5.2.003 CLUSTER LAND DEVELOPMENT (CLD)

- (a) Intent: CLD offers a compulsory alternative to conventional neighborhoods for the purpose of:
- (1) Encouraging the use of land in accordance with its character and adaptability;
 - (2) Assuring the permanent preservation of Open Space, agricultural lands, and other natural resources through land reservations or Conservation Easements;
 - (3) Allowing innovation and greater flexibility in the design of Residential developments to ensure the same overall amount of Development normally permitted with the conventional home Lot size;
 - (4) Facilitating the Construction and maintenance of Streets, utilities, and public services in a more economical and efficient manner increasing affordability and reducing the cost of building and maintaining infrastructure;
 - (5) Ensuring compatibility of design and use between neighboring properties; and,
 - (6) Encouraging a less sprawling form of Development, thus preserving Open Space as undeveloped land.

SEC. 5.2.004 CLD STANDARDS

- (a) See Section 5.2.007 Development Patterns by Character District to determine if Cluster Land Development is an allowed Development Pattern.
- (b) A CLD shall be structured by one standard Pedestrian Shed and shall consist of no fewer than 30 acres and no more than 80 acres or 160 linear acres.
- (c) A CLD shall include Place Types as allocated in Section 3.2.002.b. A minimum of 50 % of the Neighborhood Regulating Plan or Zoning Concept Scheme shall be permanently allocated to P1 ~~Nature~~Parks and Open Space and/or P2 Rural Place Types.
- ~~(d) The dedicated P1 lands shall~~All designated P1 lands shall be classified as Public Parkland in accordance with Chapter 10 of the Code of Ordinances. Ownership of these lands shall be transferred to the City of Bastrop upon plat recordation.
- If the Applicant provides additional P1 lands beyond the required parkland dedication, the Applicant may either:
- Dedicate the additional land to the City as public parkland, or
 - Set aside the additional land through an irrevocable Conservation Easement or other method approved by City Council, if the Applicant prefers not to dedicate the excess land as public parkland, and instead would like the land

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[to be used for public open space.](#)

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~~(d)~~(e) Areas not considered Civic or Open Space:

- (1) The area of any Street right-of-way proposed to be dedicated to the public.
- (2) Any submerged land area.

SEC. 7.4.002 BLOCKS

(a) The Master Thoroughfare Plan provides the basic framework for the Block at a Farm Lot scale. The internal Street Network shall be structured to define blocks with the following maximum Block lengths and Block Perimeters (not including exterior R.O.W. dedication):

- P1 unlimited / unlimited
- P2 740 ft. max / 2,960 ft. perimeter
- P3 330 ft. max / 1,320 ft. perimeter
- P4 330 ft max / 1,320 ft. perimeter
- P5. 330 ft max / 1,320 ft. perimeter
- EC 740 ft. max / n/a

(b) Block Faces, within P3, P4, and P5, exceeding 330 feet shall be equipped with a 20' Pedestrian way.

(c) Blocks adjacent to undeveloped land, areas unsuitable for Development, or pre-existing incomplete blocks may be exempt from Block Face length and Block perimeter requirements by Warrant.

(d) Blocks with more than one Place Type designation shall use the most intense designation to inform the Block Face length and Block Perimeter.

(e) Creative and alternative Block configurations can be selected in the Pattern Book.

ARTICLE 7.5 CIVIC SPACE & CIVIC BUILDING STANDARDS

SEC. 7.5.001 CIVIC SPACE INTENT

(a) Civic Spaces is the dedication of lands for are communal lands or spaces intended for public use. Requirements of this section are to be provided for each Development over 13.6 acres (A Farm Lot) and designated on the Neighborhood Regulating Plan or Zoning Concept Scheme as Civic Space (CS).

(a)(b) Civic Space shall conform to specifications within the B3 Development Table, 7.5.002 Criteria, and 7.5.004 Civic Space Table.

(b) The DRC will review surrounding existing and/or entitled developments to determine if Civic Space dedication is necessary to fulfill the intent of a Pedestrian Shed.

(1) Civic Space Sites are permanently dedicated for public activities.

(2) Parking for Civic Spaces shall be approved by the DRC. Civic parking lots may remain unpaved if graded, compacted and landscaped.

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~~(3) Civic Space shall conform with specifications on 7.5.004 Civic Space Table.~~

~~(4) Where the DRC determines it to be feasible, land along floodplains, tributaries, and creeks, or where identified in the shall be dedicated as Civic Space.~~

SEC. 7.5.002 CRITERIA

~~(a) Each Pedestrian Shed shall have an assignment of has the option to have at least 10% of its land area dedicated to Civic Space. Each Pedestrian Shed is encouraged to dedicate at least 10% of its land area to Civic Space.~~

(b) Civic Spaces shall be designed as generally described in Civic Space Table, ~~and distributed throughout the Place Types and is subject to approval by DRC.~~

~~(c) Those portions of P1 that occur within a Development shall be part of the Civic Space allocation should conform to the Civic Space Standards.~~

(1) The ~~Neighborhood Concept Scheme shall designate at least one Main Civic Space per Pedestrian Shed. The Main Civic ideal Civic Space ratio is located shall be~~ within 660 feet of the geographic center of each Pedestrian Shed, unless topographic conditions, pre-existing Thoroughfare alignments or other circumstances prevent such location, ~~and shall be developed as a Green, Square, Park, and/or Plaza.~~

~~(2) Within 1,320 feet of every lot in Residential use, a Civic Space designed, equipped and amenities shall be provided.~~

(d) Storm Drainage Facilities, if equipped to provide Civic Space, may be counted toward the preferred 10% Civic Place Type, ~~allocation requirement by Warrant.~~

(e) ~~The Neighborhood Regulating Plan or Zoning Concept Scheme shall designate Civic Place Types dedicated for public use within 660 feet of every Lot with a Residential use.~~ The Civic Space must ~~can~~ be active with a playground, fountains, benches, tables, and/or other public furniture to spur the gathering of people.

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SEC. 7.5.003 CIVIC BUILDINGS

~~(a) The owner shall covenant to construct a Meeting Hall or a Third Place in proximity to the Main Civic Space of each Pedestrian Shed. Its corresponding Public Frontage shall be equipped with a shelter and bench for a transit stop.~~

~~(a) Civic Lots can be reserved for a school site. The appropriate size and location of the sites shall be guided by the recommendations in the Comprehensive Plan and in collaboration with BISD. At a minimum the area shall be 1 acre for each increment of 100 Dwelling units, with a minimum of 3 acres for a school. One Civic Building Lot shall be reserved for an elementary school. Its area shall be 1 acre for each increment of 100 Dwelling units provided by the Neighborhood Regulating Plan or Zoning Concept Scheme, with a minimum of 3 acres for the school. The school Site may be within any Place Type other than P1 or EC.~~

(b) ~~One Civic Building Lot~~s suitable for a childcare Building ~~shall~~ can be reserved within each Pedestrian Shed. The owner or a homeowners' association or other community group may organize, fund and construct an appropriate Building as the need arises.

(c) Civic Building Sites shall not occupy more than 20% of the area of each Pedestrian Shed.

(d) Civic Building Sites should be located within or adjacent to a Civic Space, or at the axial termination of a significant Thoroughfare.

SEC. 7.5.004 CIVIC SPACE TABLE

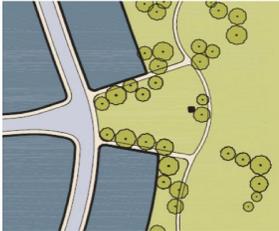
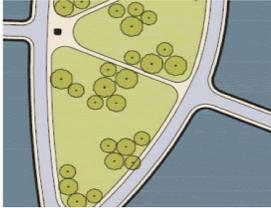
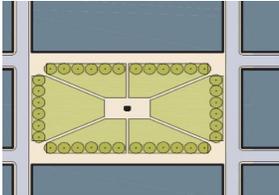
	P1	P2	P3	P4	P5	DESCRIPTION
<p>PRIVATE PARK</p> 	NPP	P	P	NP	NP	<p>A natural preserve available for unstructured recreation. A Park may be independent of surrounding Building frontages. Its landscape shall consist of paths and trails, meadows, water bodies, woodlands and open shelters, all naturalistically disposed. Parks may be lineal, following the trajectories of natural corridors.</p> <p>The minimum size shall be 8 acres. Larger parks may be approved by Warrant as Special Districts in all zones.</p>
<p>GREEN</p> 	NP	NP	P	P	P	<p>An Open Space, available for unstructured recreation. A Green may be spatially defined by landscaping rather than Building frontages. Its landscape shall consist of lawn and trees, naturalistically disposed.</p> <p>The minimum size shall be 1/2 acre and the maximum shall be 8 acres.</p>
<p>SQUARE</p> 	NP	NP	NP	P	P	<p>An Open Space available for unstructured recreation and Civic purposes. A Square is spatially defined by Building frontages. Its landscape shall consist of paths, lawns and trees, formally disposed. Squares shall be located at the intersection of important Thoroughfares.</p> <p>The minimum size shall be 1/2 acre and the maximum shall be 5 acres.</p>

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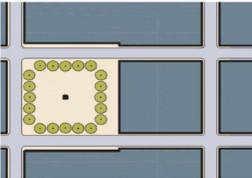
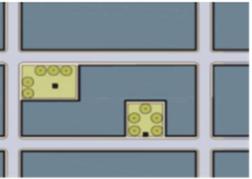
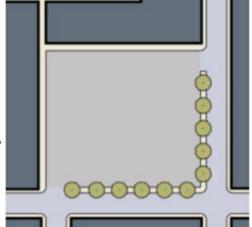
	P1	P2	P3	P4	P5	DESCRIPTI ON
<p>PLAZA</p> 	NP	NP	NP	NP	P	<p>An Open Space available for civic purposes and Commercial activities. A Plaza shall be spatially defined by Building frontages. Its landscape shall consist primarily of pavement. Trees are optional. Plazas should be located at the intersection of important Streets.</p> <p>The minimum size shall be 1/2 acre and the maximum shall be 2 acres.</p>
<p>PRIVATE PLAYGROUND</p> 	NP	P	P	P	P	<p>An Open Space designed and equipped for the recreation of children. A Playground should be fenced and may include an open shelter. Playgrounds shall be interspersed within Residential areas and may be placed within a Block. Playgrounds may be included within parks and greens.</p> <p>There shall be no minimum or maximum size.</p>
<p>COMMERCIAL PLAZA</p> 	NP	NP	NP	P	P	<p>A multi-purpose Open Space available for Civic purposes. Commercial activities and as flex parking space. The parking area is designed as a Plaza with brick, gravel, cobbles or artistically jointed concrete. The Commercial Plaza should be separated from adjacent thoroughfares and spatially defined by a landscaped buffer including Street Trees. Removable bollards are suggested to delineate parking from non-parking areas.</p>

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SEC. 7.5.005 PUBLIC LIGHTING TYPES

(a) Intent: The chart below lists the style of fixtures with regards to the appropriate Place Type Zoning District.

(b) Shield fixture types are required, but not illustrated.

Public Lighting Types	P1	P2	P3	P4	P5	EC
Cobra Head 	Permitted					Prohibited
Pipe 	Permitted	Permitted	Permitted			
Post 	Permitted	Permitted	Permitted	Permitted		
Column 	Permitted		Permitted	Permitted	Permitted	
Double Column 	Permitted				Prohibited	Prohibited

- (a) Bicycle parking is required in all P5 and P4 Place Types with non-Residential uses.
- (b) Bicycle parking for Residential uses is only required with multifamily Building Types.
- (c) The number of provided automobile parking spaces and bicycle parking spaces shall be shown in a chart format on the Site Plan. The location and footprints of bicycle racks corrals shall be shown on the Site, as well as the location of any bicycle parking signage.
- (d) In all cases where bicycle parking is required, no fewer than 2 spaces (one rack) shall be required.
- (e) Up to half of the required short-term bicycle parking spaces may be substituted with long-term bicycle parking spaces.

ARTICLE. 7.9 Public Parkland Dedication and Development Standards

Please refer to Chapter 10 of the Code of Ordinances for Parkland Dedication and Park Enrichment Fund requirements. Where public park improvements are proposed by a developer, a Park Plan shall be submitted to the Director of Parks and Recreation for recommendation to the Planning and Zoning Commission and City Council. All improvements shall be in conformance with the City of Bastrop Parks, Recreation, and Open Space Master Plan.

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Changeable Copy Sign shall mean a Sign that message copy is changed manually through the utilization of changeable letters, numbers, symbols, and other similar characters or pictorial panels.

Character District Map shall mean the official map or maps that are part of the B³ Code and delineate the boundaries of individual Characters Districts.

City Council shall mean the governing body of the City of Bastrop, Texas.

City Engineer shall mean a registered Engineer or their representative employed by the City.

City or The City shall mean the City of Bastrop and its authority of its City Limits and ETJ.

City Secretary shall mean the City Secretary of the City of Bastrop or the authorized representative of the secretary.

City Zoning & Planning Commission shall mean the Historic Landmark Commission appointed by the City Council of the City of Bastrop to assist the City Council in zoning and planning within the City Limits.

Civic shall mean a designation for public Sites [dedicated](#) for Civic Buildings and Civic Space.

Civic Building shall mean a Building operated by not-for-profit organizations dedicated to arts, culture, education, recreation, government, transit, and municipal parking, or for use approved by the Planning & Zoning Commission and City Council.

Civic Space shall mean an outdoor area [dedicated](#) for public use. Civic Space types are defined by the combination of certain physical constants including the relationships among their intended use, their size, their landscaping, and the buildings that front them.

Clustered Land Development or CLD shall mean a Development Pattern structured by a Pedestrian Shed oriented toward a Common Destination such as a general store, Meeting Hall, schoolhouse, or church clustered together in order to preserve Open Space. CLD takes the form of a small settlement standing free in the countryside.

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Nonconforming Sign shall mean a Sign lawfully in existence on the date the provisions of this Code are adopted that do not conform to the provisions of this Code, but were in compliance with the applicable Standards at the time they were constructed, erected, affixed, or maintained.

Non-contributing Structure shall mean a Structure within a designated local Historic District that is not considered to be of historical significance or which does not possess significant physical features, historical associations, or historical architectural qualities.

Nonresidential shall mean a property used for purposes other than to Residential.

Off-Premise Sign shall mean any Commercial Sign that advertises a Business, person, or activity involving the sale, lease, or rent of goods, products, real property, or services not located on the property where the Sign is installed, or that directs persons to a location other than the property where the Sign is located. Also, commonly referred to as a billboard.

Open Space shall mean land intended to remain undeveloped; [it may be for Civic Space](#), left natural or integrate trials or other activities.

Ordinary Maintenance shall mean activities relating to a property that would be considered ordinary or common for maintaining the property, such as a) repair using the same material and design as the original and does not require structural modifications; b) repainting; c) reroofing, using the same type; or d) repair of sidewalks and driveways.

OSSF shall mean on-site sewage facility, commonly referred to as septic systems, whether of a traditional or "engineered" design.

Outdoor Display Case shall mean a Structure containing other items, storing products, or serving another purpose related to the Business. It includes a Vending Machine or an automated teller machine.

Outdoor Lighting shall mean temporary or permanent Lighting that is installed, located, or used in such a manner to cause light rays to shine outdoors. Nonresidential fixtures installed indoors causing light to shine outside are considered Outdoor Lighting for the intent of this article. (See Figure B), Residential fixtures installed indoors generating more than 6,200 lumens (approximately equal to a 300 watt incandescent bulb) that cause light to shine outside are also considered Outdoor Lighting for the intent of this article.

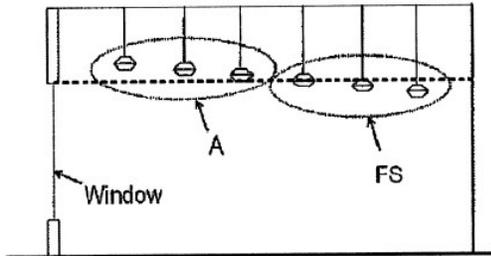


Figure B

Figure B: Elevation view showing a Nonresidential Application of indoor Lighting, labeled FS, that will be subject to this article, labeled A, that is installed so that it is not subject to this article. This example presumes the Structure in question is not elevated such that any of the luminaries labeled A in the figure above may be seen from any other property. If the Structure is elevated such that the luminaries labeled A are visible from another property then they are subject to this article.

Overlay Zones shall mean a set of zoning requirements that is described in the ordinance text, is mapped, and is imposed in addition to those of the underlying district. Development within the overlay zone must conform to the requirements of both zones or the more restrictive of the 2.

Park shall mean an open Civic Space type space that is a natural preserve available for structured or unstructured recreation.

Path shall mean a Pedestrian way traversing a Park or rural area with landscape matching the contiguous Open Space, ideally connecting directly with the urban Sidewalk network.

Pattern Book shall mean a supplemental set of Standards, information, and inspiration supporting this Code. Architecture, urban design, and landscape design are housed within its contents.

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Pre-Development Meeting shall mean a formal meeting with planning staff required before a request for any Plat, Replat, or Plat vacation may be submitted to the City.

Premises shall mean land together with any buildings or Structures situated thereon.

Preservation shall mean the stabilization of a historic Building, its materials and features in their present condition to prevent future deterioration. Preservation focuses on the maintenance and repair of existing historic materials and retention of a property's form as it has evolved over time.

Primary Frontage shall mean the Private Frontage designed to bear the address and Principal Entrance(s) of a Building.

Principal Building shall mean the main Building on a Lot.

Principal Entrance shall mean the main point(s) of access for pedestrians into a Building or unit within a Building.

Principal Building Facade shall mean the primary Street side of the Building facing the Public Realm.

Principal Frontage shall mean the Private Frontage designed to bear the address and Principal Entrance(s) of a Building.

Private Frontage shall mean the privately held first Lot Layer and the Facade of the Building.

Private Realm shall mean the privately-owned Lot layers, land and /or Structures.

Project shall have the same definition as "Development".

Public Frontage shall mean the area between the Curb of the vehicular lanes and the Frontage Line.

Public Improvement Plan means any Project for the erection, Construction, alteration, repair or improvement of any public Structure, Building, road, or other public improvement of any kind.

Public Parkland shall be land that is publicly owned or controlled through a legal dedication, easement, or other instrument, and is designated for public use for purposes such as parks, recreation, open space, or conservation.

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STAFF REPORT

MEETING DATE: October 21, 2025

TITLE: Amendments to Chapter 10 “Parkland Dedication and Park Enrichment Fund” of the Code of Ordinances

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

AGENDA ITEM SUBMITTED BY:

Brittany Epling, Senior Planner

BACKGROUND/HISTORY:

The City of Bastrop adopted the Parkland Dedication and Park Enrichment Fund on March 11, 2025. The adoption of this ordinance introduced changes to how the city acquires parkland, instituted new standards for the parkland being dedicated, and adopted a Park Enrichment Fee. These changes were incorporated into Chapter 10, Subdivisions of the Bastrop Code of Ordinances.

Staff seeks to amend the Ordinance to: (1) establish minimum park improvement standards; (2) set a minimum number of lots or lot size that trigger parkland dedication requirements; (3) define public parkland; and (4) clarify that the City may require a fee in lieu of parkland dedication when the land offered is deemed unsuitable by the City.

Staff presented the proposed amendments to the City of Bastrop Parks and Recreation/Public Tree Advisory Board on August 7, 2025. The Board voted to recommend approval of the Chapter 10 amendments to the Planning and Zoning Commission.

The Planning and Zoning Commission held a workshop on August 28, 2025 to consider and provide feedback on the proposed amendments. No additional comments or recommendations were made, and the Planning Commission was in agreeance with the proposed amendments. The Planning and Zoning Commission considered the proposed amendments at the September 25, 2025 regular meeting and motioned to recommend approval to the City Council.

FOCUS AREAS:

The City of Bastrop has identified nine Focus Areas to successfully achieve its vision and mission. One of the Focus Areas is “Managing Growth,” which maintains Bastrop’s unique feel and character while meeting the needs of the population through facilitation of responsible development and redevelopment. And, another Focus Area is “Uniquely Bastrop” which calls for maintaining and enhancing our historic community feel by leveraging the unique combination of

community, parks, cultural, and recreational assets that make Bastrop a special place to live and work.

Staff believes that the proposed changes meet the intent of the Focus Areas.

RECOMMENDATION:

Take action on Ordinance No. 2025-74 pertaining to a proposed amendment to Chapter 10 of the Code of Ordinances by establishing minimum park improvement standards, setting a minimum number of residential units that trigger parkland dedication requirements, defining public parkland, and clarifying that the City may require a fee in lieu of parkland dedication when the land offered is unsuitable for public park purposes; and move to include in the November 4, 2025 City Council agenda for a second reading.

ATTACHMENTS:

1. Code of Ordinances, Chapter 10: Parkland Dedication and Park Enrichment Fund
2. Ordinance No. 2025-74 Chapter 10 for Parkland

ORDINANCE NO. 2025-74

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AUTHORIZING AN AMENDMENT TO CHAPTER 10 "PARKLAND DEDICATION AND PARK ENRICHMENT FUND" OF THE CODE OF ORDINANCES TO ESTABLISH MINIMUM PARK IMPROVEMENT STANDARDS, SET MINIMUM LOT THRESHOLDS FOR PARKLAND DEDICATION, DEFINE PUBLIC PARKLAND, AND CLARIFY FEES IN LIEU OF DEDICATION; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Bastrop, Texas (the "City") is a home rule municipality located in Bastrop County, Texas acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City previously adopted Chapter 10 of the Code of Ordinances establishing parkland dedication requirements and a Park Enrichment Fund on March 11, 2025, to guide the acquisition of parkland and contributions toward park improvements; and

WHEREAS, the City finds it necessary to amend Chapter 10 to: (1) establish minimum park improvement standards; (2) set minimum residential lot thresholds or lot sizes that trigger parkland dedication; (3) define public parkland; and (4) clarify that a fee in lieu of dedication may be required when offered land is unsuitable for public park purposes; and

WHEREAS, the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Bastrop held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting.

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

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

Section 2. The City Council of Bastrop authorizes the execution of the amendment to Chapter 10 of the Code of Ordinances, entitled "Parkland Dedication and Park Enrichment Fund (attached and incorporated herein as Exhibit A).

Section 3. The City Council grants authority to the City Manager or designee to implement the amended Chapter 10, including the collection of fees, acceptance of parkland dedication, and enforcement of minimum park improvement standards.

Section 4. The City Council directs City staff to update administrative procedures, applications, and public information materials to reflect the amendments to Chapter 10 and to ensure that parkland dedication and Park Enrichment Fund requirements are applied consistently to all applicable developments.

Section 5. 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 6. Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 7. Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

Section 8. Proper Notice and Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, on this, the 21st day of October 2025.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 4th day of November 2025.

APPROVED:

by: _____

Ishmael Harris, Mayor

ATTEST:

Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:

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



Chapter 10

PARKLAND DEDICATION AND PARK ENRICHMENT FUND

ARTICLE 10.01 - PARKLAND DEDICATION AND PARK ENRICHMENT FUND

SECTION 10.01.001 BASTROP BUILDING BLOCK (B3) CODE – CHAPTER 1 SUBDIVISION AND CHAPTER 7 PUBLIC REALM DEVELOPMENT STANDARDS.

The Bastrop Building Block (B3) Code is incorporated by reference as though copied herein fully, except such portions as are deleted, modified or amended in this chapter. The Code can be found on the city's website.

SECTION 10.01.002 ADOPTION.

Section 10.01.003 - Purpose, Section 10.01.004 - Time of Dedication and Assessment, Section 10.01.005 - Exemptions, Section 10.01.006 - Land Dedication, Section 10.01.007 - Park Development Fund (Fee in Lieu of Dedication), Section 10.01.008 Park Enrichment Fee, Section 10.01.009 - Park Development Improvements in Lieu of Park Enrichment Fee, Section 10.01.010 - Additional Dedication, Section 10.01.011 - Prior Dedication, Section 10.01.012 - Additional Requirements, Section 10.01.013 - Review of Dedication Requirements, and Section 10.01.014 Definitions are hereby adopted and incorporated into the Bastrop Building Block (B3) Code, Chapter 1 Subdivision and Chapter 7 Public Realm Development Standards.

SECTION 10.01.003 PURPOSE.

- A. The purpose of this Chapter is to provide City planned recreational areas in the form of public parks as a function of the subdivision of land for residential uses and site development in the City.
- B. Public parks are those public open spaces providing for a variety of outdoor recreational opportunities and located at convenient distances within a development from a majority of the residences to be served by said development.

SECTION 10.01.004 TIME OF DEDICATION AND ASSESSMENT.

Public Park dedications shall be established at the time of filing a subdivision plat with the City of Bastrop. The developer shall have the option to pay a fee in lieu to the City of Bastrop, which shall be calculated as provided for in the city's then-adopted Master Fee Schedule to mitigate the parkland dedication requirements established in this section. The fee will be assessed at the time of the filing of the plat, per the adopted fee in the Master Fee Schedule, and collected prior to the recordation of the plat.

Plats filed with the City of Bastrop after the effective date of this ordinance shall be subject to the provisions of this ordinance listed herein.

Preliminary Plats shall either demonstrate the developments ability to satisfy the Parkland dedication requirements of this ordinance, OR have a plat note added to the face of the plat acknowledging the obligation to pay a fee-in-lieu in place of parkland dedication.

SECTION 10.01.005 EXEMPTIONS.

- A. The following shall be excluded from the requirements of this Section:

- 41 1. Amending plats which have previously satisfied the requirements of this Section,
 42 or are not creating additional lots;
- 43 2. Commercial developments/uses that are not multi-family developments (as
 44 defined in Section 10.01.014).

45 **SECTION 10.01.006 LAND DEDICATION.**

- 46 **A. The provisions of this section shall apply to the division of land into five (5) or more lots,
 47 or the platting of any lot five (5) acres or greater, within the city limits. This section shall
 48 apply to all major plats. Minor plats shall be exempt from parkland dedication
 49 requirements.**
- 50 B. Whenever a final plat for a residential subdivision within the city limits of the City of Bastrop
 51 is filed, such plat shall contain a clear, fee simple dedication within the subdivision to
 52 the City for park purposes.
- 53 C. For subdivisions where all lots are for single-family housing types, the dedication
 54 requirement shall be determined by the ratio of 1 acre for each 100 proposed dwelling
 55 units (as defined in Section 10.01.014). (Example: 1 dwelling (du) = 0.01 acres; 25 du's =
 56 0.25 acres; 75 du's = 0.75 acres; 200 du's = 2 acres.)
- 57 1. The land must be a minimum of three (3) contiguous acre in size. Land may be
 58 considered contiguous if it abuts both sides of a street with a Local classification
 59 and the separate areas are joined by a marked pedestrian crossing. For
 60 subdivisions that will be dedicating less than 3 acres of land at the time of
 61 dedication, a fee-in-lieu as established in Section 10.01.007 shall be required in
 62 place of parkland dedication.
- 63 D. For subdivisions where lots are for multi-family units, the dedication requirement shall be
 64 determined by the ratio of 1 acre for each 200 proposed multi-family units (as defined in
 65 Section 10.01.014). (Example: 1 multi-family unit (mfu) = 0.005 acres; 25 mfu's = 0.125
 66 acres; 75 mfu's = 0.375 acres; 300 mfu's = 1.5 acres.)
- 67 1. The land must be a minimum of three (3) contiguous acre in size. Land may be
 68 considered contiguous if it abuts both sides of a street with a Local classification
 69 and the separate areas are joined by a marked pedestrian crossing. For
 70 subdivisions that will be dedicating less than 3 acres of land at the time of
 71 dedication, a fee-in-lieu as established in Section 10.01.007 shall be required in
 72 place of parkland dedication.
- 73 E. For subdivisions with both single-family and multi-family units, the appropriate dedication
 74 requirement in paragraphs 10.01.006.B and 10.01.006.C shall apply proportionately.
- 75 F. A preliminary plat shall show the area proposed to be dedicated.
- 76 G. If parkland dedication is required due to a change from a nonresidential use to a residential
 77 use, and a preliminary or final plat is not required, this dedication shall be met prior to the
 78 issuance of a building permit.
- 79 H. The area to be dedicated shall be measured and calculated at the centerline of
 80 any street bound by said park within the subdivision.
- 81 I. Park entrances shall be located along collector or higher classification roadways.
- 82 J. No more than 20% of the overall property being dedicated to the city shall be located in
 83 the floodway or 100-year floodplain (1% annual chance flood hazard).
- 84 K. A developer may dedicate only a portion of the required dedication and pay a fee-in-lieu
 85 of dedication for the remaining portion except that, the minimum land dedication shall be
 86 3 acres.
- 87 L. In the case of Development Agreements, 380 Agreements, or Planned Development
 88 Districts, the City may negotiate alternative methods of compliance (AMOC). The AMOC
 89 shall meet or exceed the requirements of this ordinance.

90 M. Adequate vehicular access shall be provided for parkland operation and maintenance. For
91 public parkland areas not fronting a public street right-of-way or which back up to private
92 properties, an access lot encumbered by a public access easement containing a trail
93 connection, not less than thirty (30') feet in width, shall be dedicated and conveyed to
94 connect to the public parkland a minimum of every 1,000 linear feet along the public street.

95 N. The City reserves the right to inspect and evaluate any proposed parkland dedication to
96 determine whether the location, size, and quality of the land are desirable and consistent
97 with the Parks, Recreation, and Open Space Master Plan. If the City determines that the
98 proposed parkland is unsuitable or inconsistent with City plans, the developer shall be
99 required to pay a fee in lieu of dedication.

100
101 **SECTION 10.01.007 PARK DEVELOPMENT FUND (FEE IN LIEU OF DEDICATION).**

102 A. A special fund is established for the deposit of all sums paid in lieu of land dedication in
103 accordance with this Section or any preceding regulations. The fund shall be known as
104 the "Park Development Fund."

105 B. The City shall account for all sums paid in lieu of land dedication under this Chapter with
106 reference to the individual plats involved. Any funds paid for such purposes shall be
107 expended by the City within ten (10) years from the date received by the City for
108 the acquisition or development of public parks.

109 1. Such funds shall be spent on a first-in, first-out basis. If not so expended, the
110 owners of the property on the last day of such period shall be entitled to a refund
111 of such sum, which shall be proportional to the amount of monies that remain
112 unutilized from the funds collected for the fee in lieu of dedication. The owners of
113 such property may request such refund in writing within 12 months of the last day
114 of the ten-year period, or such refund right shall be terminated.

115 C. Park Development Funds collected in Development Area 1 may only be expended in Area
116 1, and fees collected in Development Area 2 may only be expended in Area 2. If at the
117 time of dedication there is a conflict regarding fund allocation to the respective
118 Development Area, the City Manager shall make the final determination for the allocation
119 of fees to the appropriate Development Area.



120
121 *Please reference the Master Fee Schedule, Parkland Dedication for the fee-in-lieu amount

122 **SECTION 10.01.008 PARK ENRICHMENT FEE.**

- 123 A. The City will require a fee to be known as the Park Enrichment Fee. The Park Enrichment
- 124 Fee shall be made at or prior to the time of filing the plat for recordation.
- 125 B. The Park Enrichment Fee shall be assessed at five hundred dollars (\$500.00) per dwelling
- 126 unit or multi-family unit, as defined in Section 10.01.014 of this ordinance.
- 127 C. The Park Enrichment Funds shall be used for the acquisition of land for public parks and
- 128 the development or construction of park improvements, including, but not limited to,
- 129 necessary utility extensions.

130 **SECTION 10.01.009 PARK DEVELOPMENT IMPROVEMENTS IN LIEU OF PARK**
131 **ENRICHMENT FEE.**

132 A developer may propose constructing public park improvements in lieu of the payment of a Park
133 Enrichment Fee. The City Council may approve proposed improvements after receiving a
134 recommendation from the Director of the Parks and Recreation Department. All improvements
135 shall either be financially guaranteed or accepted by the City prior to the filing of the plat. The
136 process of financial guarantee shall be the same as that found in the Bastrop Building Block (B3)
137 Code.

138
139 **Minimum Park improvements shall include:**

- 140
- 141 1. Grading and clearing of unwanted vegetation;
- 142 2. Installation of drainage and stream erosion control measures;
- 143 3. Establishment of turf and planting of trees;
- 144 4. Installation of perimeter streets, parking, sidewalks, streetlights, and street trees;
- 145 5. Provision of water and sewer service;
- 146 6. Two (2) acres or more must be improved.
- 147

148 Any additional park improvements proposed to be constructed by the developer must be
149 consistent with the design criteria and objectives of the Parks, Recreation, and Open Space
150 Master Plan.

151
152
153 **SECTION 10.01.010 ADDITIONAL DEDICATION.**

- 154 A. If the actual number of completed dwelling units or multi-family units exceeds the figure
- 155 upon which the original dedication was based, additional dedication shall be required and
- 156 shall be made by the developer by payment of cash in lieu of land or by a conveyance of
- 157 additional land to the City as required by this ordinance.
- 158 B. Properties who are not vested under Chapter 245 of the Local Government Code shall be
- 159 required to pay the fee in lieu of dedication at the time of building permit application.

160 **SECTION 10.01.011 PRIOR DEDICATION.**

- 161 A. If a dedication requirement arose prior to the effective date of these provisions, that
- 162 dedication requirement shall be controlled by the public open space dedication
- 163 requirements in effect at the time such obligation arose, except that additional dedication
- 164 shall be required if the actual density of structures constructed upon the property is greater
- 165 than the previously- assumed density. Additional dedication shall be required only for the

166 increase in density and shall be based upon the ratio set forth in Section 10.01.006 of this
167 Section.

168 **SECTION 10.01.012 ADDITIONAL REQUIREMENTS.**

169 A. Any land dedicated to the City under this Chapter shall be suitable for park and recreation
170 uses as determined by the City.

171 B. Detention or retention areas may be accepted in addition to the required dedication but
172 shall not exceed 10% of the overall land being dedicated for parkland to the City. If
173 accepted as part of the park, the detention or retention area design shall be as determined
174 by the City and shall meet all park requirements consistent with the Parks, Recreation,
175 and Open Space Master Plan.

176 C. Parks should be easy to access and open to public view so as to benefit area
177 development, enhance the visual character of the City, protect public safety, and minimize
178 conflict with adjacent land uses. The following guidelines should be used in designing
179 parks and adjacent development:

180 1. Where feasible, park sites should be located adjacent to greenways or schools in
181 order to encourage both shared facilities and the potential co-development of new
182 sites.

183 2. A proposed subdivision adjacent to a park shall not be designed to restrict
184 reasonable access to the park from other area subdivisions. Street and greenway
185 connections to existing or future adjoining subdivisions may be required to provide
186 reasonable access to parks.

187 3. Notwithstanding another requirement, the City may require any local collector
188 street built adjacent to a park to be constructed to a primary multi-modal street
189 width along the park frontage to ensure access and prevent traffic congestion.
190 The developer shall be entitled to enter into an Oversize Agreement with the City
191 in such situations.

192 **SECTION 10.01.013 REVIEW OF DEDICATION REQUIREMENTS.**

193 The City Council shall review the fees set forth in this Section only. The City Council shall take
194 into account inflation as it affects land and park development costs as well as the City's targeted
195 level of service for parkland.

196 **SECTION 10.01.014 DEFINITIONS.**

197 *Commercial Uses* - shall mean Structures used for Office, Local Retail, General Retail, and
198 Commercial Services, property in a Planned Development District that allows for Commercial
199 Use. Commercial uses are those used for the sale, lease, or rent of goods, services, or property.

200 *Dwelling Unit* – A single unit providing complete, independent living facilities for one or more
201 persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

202 *Multi-family Unit* – A multifamily unit is a classification of housing where multiple separate dwelling
203 units for residential inhabitants are contained within one building or several buildings within one
204 complex.

205 *Public Parkland* – Land that is publicly owned or controlled through a legal dedication, easement,
206 or other instrument, and is designated for public use for purposes such as parks, recreation, open
207 space, or conservation.



STAFF REPORT

MEETING DATE: October 21, 2025

TITLE:

TABLELED September 9, 2025: Conduct a public hearing, consider and act on the first reading of Ordinance No. 2025-67 for a Zoning Concept Scheme request to rezone the project site from P-EC Employment Center to Planned Development District (“PDD”) with a base district of P4, for the area described as being 7.398 +/- acres out of the Steel Yard Subdivision, Lot 3, located at 2002 SH 95, Bastrop, TX 78602, within the city limits of Bastrop, Texas; and move to include on the November 4, 2025 City Council Consent agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

James E. Cowey, Director of Development Services

ITEM DETAILS:

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

BACKGROUND/HISTORY:

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

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

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

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

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

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

Drainage

Drainage will be managed by each section individually; the pre- and post-development will remain the same. A drainage plan will be submitted and reviewed by the City Engineer prior to Final Plat approval.

Utilities

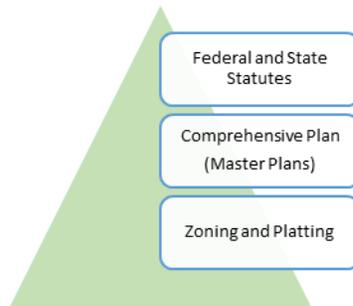
Wastewater and water service (domestic and fire) will be provided by the City of Bastrop via line extensions, exact locations to be determined prior to platting. These lines will be designed according to the City’s construction standards, as well as the Texas Commission on Environmental Quality’s (TCEQ)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

Electric service provided by Bastrop Power and Light.

Gas will be provided by CenterPoint Energy.

Traffic Impact and Streets

This zoning concept plan was designed in order to maximize pedestrian and vehicular circulation within the development. There will be public streets that connect the property to Linden Street and State Highway 95. The developer will construct the extension of Linden Street, extending the 55.55’ public right of way from Linden Street to State Highway 95. A traffic impact analysis is not required at this time.



Texas Local Government Code

Sec. 211.006. PROCEDURES GOVERNING ADOPTION OF ZONING REGULATIONS AND DISTRICT BOUNDARIES. (a) The governing body of a municipality wishing to exercise the authority relating to zoning regulations and zoning district boundaries shall establish procedures for adopting and enforcing the regulations and boundaries. A regulation or boundary is not

effective until after a public hearing on the matter, at which parties in interest and citizens have an opportunity to be heard. Before the 15th day before the date of the hearing, notice of the time and place of the hearing must be published in an official newspaper or a newspaper of general circulation in the municipality.

Zoning Change signs were visibly placed in front of the property and notice was sent to property owners within 500 feet of the property boundary.

(b) In addition to the notice required by Subsection (a), a general-law municipality that does not have a zoning commission shall give notice of a proposed change in a zoning classification to each property owner who would be entitled to notice under Section 211.007(c) if the municipality had a zoning commission. That notice must be given in the same manner as required for notice to property owners under Section 211.007(c). The governing body may not adopt the proposed change until after the 30th day after the date the notice required by this subsection is given.

N/A. Bastrop is not a general-law municipality.

(c) If the governing body of a home-rule municipality conducts a hearing under Subsection (a), the governing body may, by a two-thirds vote, prescribe the type of notice to be given of the time and place of the public hearing. Notice requirements prescribed under this subsection are in addition to the publication of notice required by Subsection (a).

The public meeting was noticed in the newspaper on 08/13/2025, Zoning Change signs were visibly placed in front of the property on 08/15/2025 and notice was sent to property owners within 500 feet of the property boundary on 08/15/2025. Notice of the meeting was posted at least 72 hours in advance.

(d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either:

- (1) the area of the lots or land covered by the proposed change; or
- (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

(e) In computing the percentage of land area under Subsection (d), the area of streets and alleys shall be included.

At the time of this report, no protest have been received.

(f) The governing body by ordinance may provide that the affirmative vote of at least three-fourths of all its members is required to overrule a recommendation of the municipality's zoning commission that a proposed change to a regulation or boundary be denied.

If the Planning & Zoning Commission recommends denial of the zoning request, the City Council must have a minimum vote of three-fourths majority to approve the zoning request.

Compliance with 2036 Comprehensive Plan:

The Future Land Use Plan shows this area as Mixed-Use Corridor Commercial and Neighborhood Residential:

The Mixed-Use Corridor Commercial category supports a pedestrian-friendly, well-planned, and residential uses in a vibrant corridor environment. These areas are envisioned as dynamic, complete neighborhoods that foster a strong sense of place. Development is an activity, building street relationships, and public life. These areas serve as community hubs that provide goods, services, and employment opportunities for surrounding neighborhoods. This category promotes an active, walkable environment with development that supports multi-modal access and context-sensitive site design. It accommodates public and institutional uses such as libraries, schools, and residential or live-work units where appropriate. Uses that are incompatible with the intended community character, such as bars, pawn shops, or heavy commercial activity, are discouraged or restricted.

Representative land uses that are appropriate in Mixed-Use Corridor Commercial include multi-story mixed-use development, typically with commercial on the ground floor and office or residential above. It is intended to evolve with market needs, offering flexibility without compromising compatibility.

The Neighborhood Residential character area is intended to support a variety of single-family housing options in a suburban setting with well-planned streets, green spaces, and community amenities. These areas provide a balance between residential development, open space, and connectivity, creating stable, long-term neighborhoods that foster a strong sense of community. Development should preserve natural features where possible and encourage thoughtful transitions adjacent land uses, ensuring that new development is compatible with the surrounding character.

Representative land uses that are appropriate in Neighborhood Residential are predominantly single-family detached housing, with limited options for alternative single-family where appropriate.

FISCAL IMPACT:

None

RECOMMENDATIONS:

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The proposed Crossings at 95 was presented to the Planning and Zoning Commission on Thursday, August 28, 2025. The Planning and Zoning Commission recommended approval of the proposed PDD with a vote of 5 to 1.

CITY COUNCIL MOTION:

Motion was made by Mayor Pro-Tem Kirkland to table the item until the next regularly scheduled City Council Meeting (9/23/20025), and to discuss additional direction from Council to Staff following the motion. The motion received a second from Council Member Plunkett. The motion carried unanimously.

Following the motion, the Council gave Staff the following direction:

- Request a Traffic Impact Analysis (TIA) from the Developer
 - The TIA can be based on traffic tables and uses
- Amend the parking multiplier (ratio) to be a clearer standard instead of the currently proposed 1.2 parking spaces;
- Discuss with the community the connection at Linden Street
 - There was also a recommendation to prohibit through-traffic from the development going westbound on Linden Street;
- Hold a community open house facilitated by the city; and,
- Contact Bastrop Youth Baseball and Softball Organization.

TOWN HALL MEETING:

On October 1, 2025, a town hall meeting was held at the Bastrop Convention Center. During the town hall residents were able to speak on the need for retail in the area and also voice their concerns regarding traffic. Staff will coordinate with the Developer and Texas Department of Transportation (TxDOT) regarding the Traffic Impact Analysis (TIA) recommendation made by City Council.

STAFF RECOMMENDATION:

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

ATTACHMENTS:

- Attachment 1: Ordinance No. 2025-67
 - Exhibit A: Location Map
 - Exhibit B: Crossings at 95 PDD
 - Exhibit C: Crossings at 95 Concept Plan
 - Exhibit D: Memo with Warrant List Outlined

ORDINANCE NO. 2025-67

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, APPROVING THE ZONING CONCEPT SCHEME REQUEST TO REZONE THE PROJECT SITE FROM P-EC EMPLOYMENT CENTER TO PLANNED DEVELOPMENT DISTRICT (“PDD”) WITH A BASE DISTRICT OF P4 MIX, FOR THE AREA DESCRIBED AS BEING 7.398 +/- ACRES OUT OF THE STEEL YARD SUBDIVISION, LOT 3, LOCATED AT 2002 SH 95, MORE COMMONLY KNOWN AS THE CROSSINGS AT 95; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE, AND MEETING.

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

WHEREAS, pursuant to Texas Local Government Code Chapters 211, 212, 214, and 217 the City Council of the City of Bastrop has general authority to regulate planning, zoning, subdivisions, trees, and the construction of buildings; and

WHEREAS, the City of Bastrop, Texas (City) is a Home-rule City acting under its Chapter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, on February 3, 2025, Shiva Shankar with Paradise Engineer LLC submitted a request for a zoning concept scheme to rezone the project site from P-EC Employment Center to Planned Development District (PDD) with a base district of P4 Mix; and

WHEREAS, the City Staff reviewed the request for the Zoning Concept Scheme and finds it to be justifiable based upon the Future Land Use designation for this property is Mixed Use Corridor Commercial, which allows multi-story mixed use development, typically with commercial on the ground floor and office or residential above and Neighborhood Residential which allows single-family residential associated with amenities; and

WHEREAS, the City of Bastrop Planning and Zoning Commission held a public hearing on August 28, 2025, and made a recommendation to approve this proposed PDD ordinance with a vote 5-1; and

WHEREAS, the City Council has reviewed this request for zoning, and finds the request

to be reasonable and proper under the circumstances.

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

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

Section 2. The property, 7.398 acres out of the Steel Yard Subdivision, Lot 3 is rezoned from P-EC Employment Center to a PDD with a base district of P4 Mix, and a Zoning Concept Scheme is established, located at 2002 SH 95, within the City Limits of Bastrop, Texas as more particularly known as the Crossings at 95 as shown in Exhibit A.

Section 3. Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 4. Codification. The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 5. Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 6. Effective Date. This Ordinance shall be effective immediately upon passage and publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

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

Signature page to follow

READ & ACKNOWLEDGED on First Reading on this the 21st day of October 2025.

READ & ADOPTED on Second Reading on this the 4th day of November 2025.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

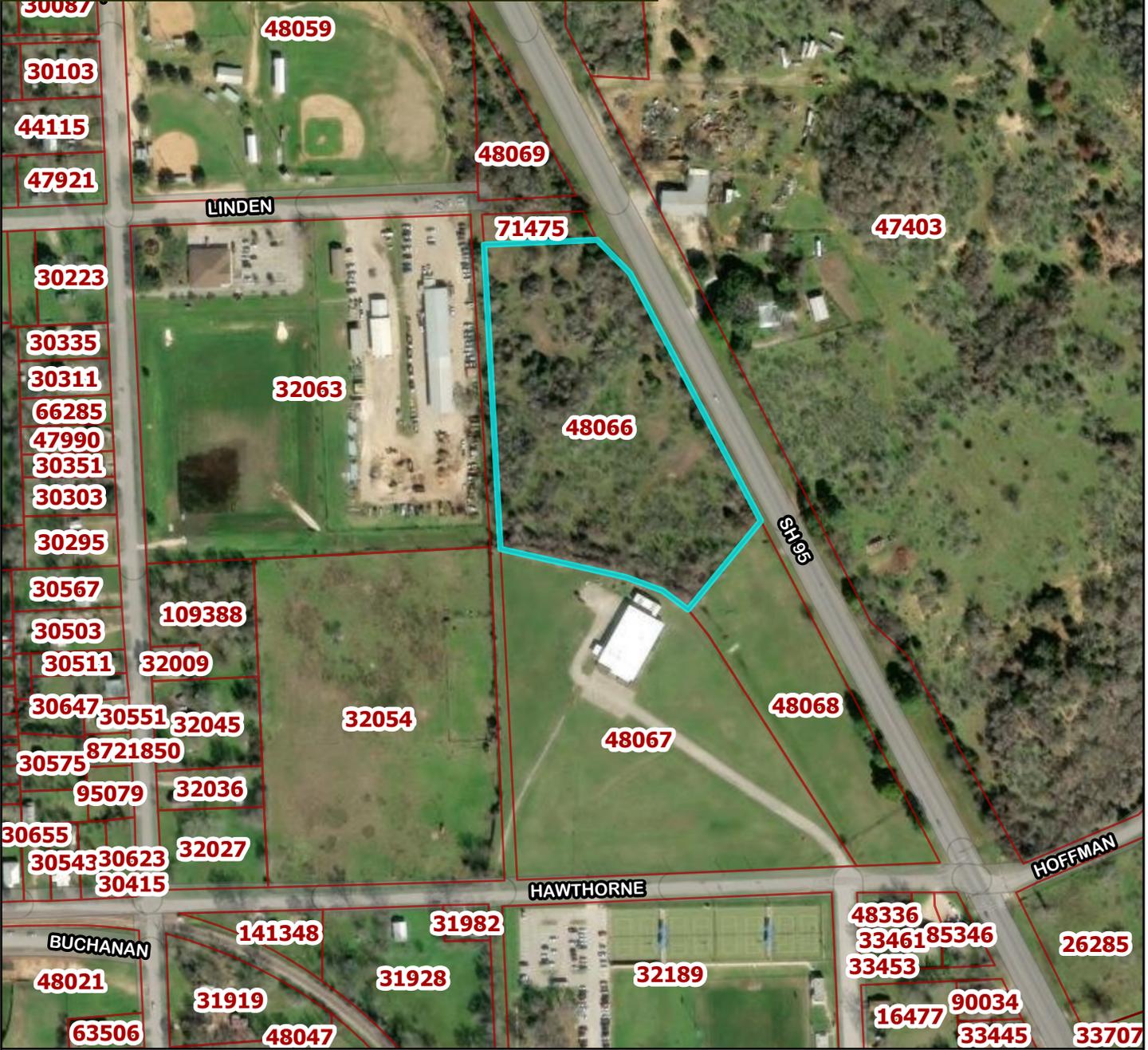
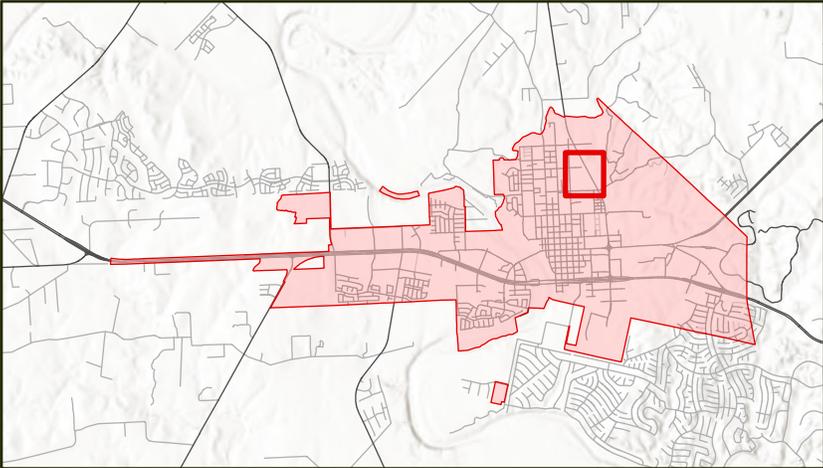
Michael Muscarello, City Secretary

APPROVED AS TO FORM:

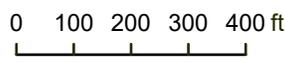
City Attorney



Rezone PID 48066



2/17/2025



Scale 1:4,000

The City of Bastrop, Texas makes no warranties regarding the accuracy or completeness of the information used to compose this map or the data from which it was produced. The map does not purport to depict the boundaries between private and public lands. This map is general in nature and is not for navigational purposes.

Draft _____, 2025

**PLANNED DEVELOPMENT DISTRICT NO. { }:
CROSSINGS @ 95**

Planned Development District Agreement

between the

City of Bastrop, Texas

&

Iron Realty LLC - Bastrop, a Texas limited partnership

Approved by the Planning & Zoning Commission on:
_____, 2025.

Approved by the City Council on:
_____, 2025.

THIS PLANNED DEVELOPMENT DISTRICT AGREEMENT (this “Agreement” or the “PDD Agreement”) is entered into between the City of Bastrop, Texas, a Home-Rule municipality (“City”), and Iron Realty LLC - Bastrop, a Texas limited partnership (“Owner”), pursuant to City of Bastrop Code of Ordinances, Article __. __, and Planned Development Districts Ordinance, Section . (the “PDD Ordinance”), pertaining to the Property defined below.

RECITALS

WHEREAS, the Owner is the owner of certain real property consisting of approximately 7.40 acres, commonly known as Crossings @ 95, located within the city limits of the City of Bastrop, in Bastrop County, Texas, and as more particularly identified and described in *Exhibit A* (the “Property”) to *Attachment “A”*; and

WHEREAS, the Owner intends to develop an integrated, innovative, planned development consisting of a mixed-use retail, commercial services, restaurant, multifamily, and townhomes as described herein; and

WHEREAS, the Property is currently zoned PEC Employment Center pursuant to Ordinance No. 2019-51-B3 Code (the “Original Zoning Ordinance”), which ordinance also grants the Property various warrants set forth therein which are also attached hereto as *Exhibit D to Attachment “A”* (the “Warrants”); and

WHEREAS, the Parties believe it is in the best interest of the Project to amend and replace the Original Zoning Ordinance with this PDD Agreement; and

WHEREAS, the Property will be developed by Owner, its affiliates or their successors and assigns, for construction and use in general accordance with the PD Master Plan submitted to the City shown as *Exhibit B to Attachment “A”*; and

WHEREAS, the City of Bastrop Code of Ordinances, the PDD Ordinance, and this Agreement set forth the Development Standards that will be applicable to the Property, and which, with the PD Master Plan, will control development of the Property; and

WHEREAS, subject to public notices and public hearings, the City’s Planning and Zoning Commission reviewed and recommended approval of this Agreement; and

WHEREAS, the City Council reviewed this Agreement and the proposed PD Master Plan and determined that it promotes the health, safety, and general welfare of the citizens of Bastrop and complies with the intent of the PDD Ordinance.

NOW, THEREFORE, BY THIS AGREEMENT WITNESSETH that, in consideration of the covenants and conditions set forth herein, the City and the Owner agree as follows:

ARTICLE I. GENERAL PROVISIONS

- 11. Purpose.** The purpose of the PDD Agreement is to ensure a development that includes compatibility of land uses and allows for the adjustment of changing community demands by meeting one or more of the following criteria, namely that it:
- (a) provides for superior design of lots or buildings;
 - (b) provides for open space for public use;
 - (c) provides amenities or features that would be of special benefit to the property users or community;
 - (d) protects, preserves, or adequately mitigates for natural amenities and environmental assets such as trees, creeks, ponds, floodplains, hills, slopes, viewscapes and wildlife habitats;
 - (e) protects or preserves existing historical buildings, structures, features, or places;
 - (f) provides for an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services; and
 - (g) meets or exceeds the present standards of the City's Code.
- 12. Zoning.** The Property is designated PDD with a base district of P4 Neighborhood Mix (with Warrants) and shall be developed in accordance with the PD Master Plan, and this Agreement (including the Development Standards and Warrants). It is hereby acknowledged that regardless of the zoning category approved for the Property, the Property shall be able to be developed for a mixed-use retail & commercial services, restaurant, multifamily, and townhomes in accordance with the PD Master Plan, the Warrants, the Development Standards and the terms and conditions of this Agreement.

The development will be divided into four lots:

- (a) **Lot 1:** A one-story restaurant building.
- (b) **Lots 2 and 3:** A four-story building with the ground floor designated for mixed-use retail and commercial spaces, and the second through fourth floors serving as an apartment complex.
- (c) **Lot 4:** Two-story townhomes.

All matters not specifically addressed in this Agreement shall be regulated by applicable sections of the Code (as hereinafter defined). If there is a conflict between this Agreement and the Code, this Agreement shall supersede the specific conflicting provisions of the Code.

- 13. Development Standards Approved.** The Development Standards set out in Article II of this Agreement and listed on *Exhibit C to Attachment "A"* (the "Development Standards") are hereby approved. Owner agrees that all uses and development within the Property shall substantially conform to the PD Master Plan.
- 14. Minor Changes.** Minor changes may be made to this Agreement, including the PD Master Plan, by Owner and the City Manager without action of the City Council or Planning & Zoning Commission. Such minor changes shall include, for example, but not limited to, minor adjustments to the parking layout, pedestrian connectivity layout, lot layout,

drainage ways, street and drive alignments, minor changes to any matters depicted on exhibits hereto that are intended to be substantially accurate, but approximate according to the terms hereof, minor adjustments to building footprints, building location, building size or building elevations and other adjustments that do not result in overall increases to traffic or density as set forth in the PD Master Plan and which do not otherwise frustrate the purposes of this Agreement. The City Manager may approve minor changes in writing following consultation with the City Engineer. Any dispute between the Owner and City Manager regarding whether a change is a “minor change” shall be referred to the Planning & Zoning Commission for recommendation and City Council for final approval.

- 15. Major Changes.** Any change which is not a minor change shall require a zoning amendment with recommendation by the Planning & Zoning Commission and final approval by the City Council.
- 16. Definitions.** Words and terms used herein shall have their usual meaning except as they may be specifically defined in this Agreement, or, if capitalized and not defined herein, as defined in the City Code of Ordinances, including, without limitation, the PDD Ordinance, the Zoning Ordinance, the Sign Ordinance, and the Lighting Ordinance, as such Code exists on the effective date of this Agreement and as is modified by this Agreement.

Agreement: This contract between the City of Bastrop, Texas, and the Owner, including all Attachments and Exhibits, which are incorporated herein for all intents and purposes.

City: The City of Bastrop, Texas, an incorporated Home-Rule municipality located in Bastrop County, Texas.

City Manager: The chief administrative officer of the City of Bastrop, Texas. The term shall also include the Deputy City Manager.

City Council: The governing body of the City.

City Engineer: The engineer of the City.

City Permit: A city license, certificate, approval, registration, consent, permit, or other form of authorization required by a City ordinance, regulation or rule in order to develop, construct and operate the improvements on the Property.

Code: The City’s Code of Ordinances, including, without limitation, and the PDD Ordinance, as such Code exists on the Effective Date of this Agreement and as is modified by this Agreement.

Development Standards: As defined in Section 1.3.

Effective Date: The Effective Date of this Agreement shall be the date of full execution by both Parties.

HWY 95 Improvements: As defined in Section 2.3.4.

Linden Street Improvements (Public Improvements Plan): As defined in Section 2.3.3.

Owner: Iron Realty LLC - Bastrop, a Texas limited liability company, and any subsequent owner(s).

Original Zoning Ordinance: As defined in the Recitals.

PD Master Plan: The Planned Development (“PD”) Master Plan submitted to the City by the Owner and attached hereto as **Exhibit B to Attachment “A”**.

Project: A planned development on the Property consisting of mixed-use retail & commercial services, restaurant, multifamily, and townhomes, together with a reciprocal access driveway, parking areas, open spaces, and utilities as described in this Agreement and the PD Master Plan.

Property: As defined in the Recitals.

Retail: The sale of goods to the public, usually in stores, for use or consumption by the ultimate consumer. Retail shall not include the operation of outdoor storage (except as an accessory use), automotive sales, automotive services (except as an accessory use), warehousing (except as an accessory use), ministorage, call centers, or multifamily residences.

TIA: Shall mean the Traffic Impact Analysis

Warrants: As defined in the Recitals.

ARTICLE II. PD MASTER PLAN

2.1 Development Standards. The development standards of this PDD may include, but shall not be limited to, uses; density; lot size; building size; lot dimensions; setbacks; coverage; height; landscaping; lighting; screening; fencing; parking and loading; signage; open space; drainage; and utility standards, shall be in accordance with the P4 Neighborhood Mix place type of the B3 Code. However, all building types shall be allowed 4 stories in height, (as generally shown on **Exhibit B to Attachment “A”**), with a variety of unit sizes and bedroom mixes, and those modified Development Standards within the Development Standards Variances, Deviations, Waivers, and Warrants List identified in **Exhibit C**, and approved as part of this PDD.

2.2 Civic Space. This PDD shall include privately owned & maintained civic space that shall be accessible to the public as generally shown in **Exhibit B to Attachment “A”**. The exact locations of civic space shall be finalized during site plan review. The private civic space shall meet the intent of the civic space requirement of the B3 Code.

2.2.1 Alternatives. Upon written request by Owner or Owner’s agent to the City for approval of such an alternative, the City Manager may, in the exercise of the City Manager’s discretion, administratively approve alternatives to the foregoing building and architectural elements otherwise applicable to the Project. To be approved administratively, the proposed alternatives must substantially comply with the foregoing building and architectural elements and must be designed to result in increased aesthetic appeal. A copy or memorandum of any such alternatives, whether

approved administratively or by Council, shall be placed in the public record and shall run with the land.

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

2.3 Access.

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

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

2.3.3 Linden Street Improvements (Public Improvement Construction Plans):

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

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

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

234 HWY 95 Improvements. The Owner agrees to coordinate with the Texas Department of Transportation (TxDOT) for the proposed improvements to HWY 95. These improvements will be outlined in detail in *Exhibit F of Attachment “A”*. The Owner will ensure that all work complies with TxDOT standards and will obtain any necessary permits or agreements prior to the commencement of construction. The scope of these improvements will be subject to TxDOT review and approval to meet all state and local requirements. TxDOT permitting will be required before recordation of the Final Plat.

2.4 Property Phasing or Scheduling. The Project may be developed in phases. Individual lots or pads may be developed as they are required by their end uses. Lots may not be built on until public wastewater, water, drainage and street infrastructure becomes available to all of the lots. If project is developed in phases, a phasing plan will be required for permitting with the City.

2.5 Impervious Cover. There shall be a total of no more than **75%** impervious cover on the Property as a whole, impervious cover may be averaged over the entire Property allowing some lots increased impervious cover offset by lots with lesser impervious cover. As part of the development, rainwater harvesting tanks will be incorporated to the greatest extent possible during the site plan phase.

Each lot within the subdivision will have the following lot coverage:

LOTS	SF	IMP	Percent IMP
1	25,901.79	20,721.43	80%
2	69,653.44	62,688.10	90%
3	90,293.92	63,205.74	70%
4	136,410.48	83,210.39	61%

2.6 Easements. All lots will be granted an irrevocable easement along one or more shared access easements. These terms will be included in the Reciprocal Access Easement Agreement covering the Property.

2.7 Development Plan & Construction.

2.7.1 The City hereby determines that the PD Master Plan shall become non-effective if the Owner does not commence construction of the initial phase of the Project within five (5) years after the Effective Date. Once construction commences, the PD Master Plan shall be effective indefinitely.

2.7.2 In any event, the PD Master Plan shall remain in effect for at least five (5) years unless Owner sooner requests that it be replaced or terminated.

2.8 Fees. Owner shall pay the City’s standard application, review and development fees, as set out in the City’s Fee Schedule Ordinance in effect as of the Effective Date. The City’s consultant costs directly and exclusively related to this Agreement shall be reimbursed by the Owner to the City.

- 2.9 Tree Mitigation.** The Owner and Developer shall fully comply with the City of Bastrop tree preservation and mitigation requirements in B3 Code and the B3 Technical Manual Plant List, and shall at the Owner's sole cost provide a tree survey and tree protection and mitigation plan with site development submittals, obtain all required approvals before land disturbance, install and maintain protection at critical root zones, avoid utility and grading impacts to protected and heritage trees, and for any City approved removal of a protected or heritage tree provide mitigation by replanting required caliper inches using approved species or by paying the applicable mitigation fee.

ARTICLE III. UTILITY CAPACITY

The City hereby warrants and represents that the City commits to provide water and wastewater service to the Property, subject to execution of a separate utility agreement between Owner and the City. Furthermore, all water and wastewater utility infrastructure shall be constructed and operated in compliance with said separate utility agreement between Owner and the City.

- 3.1 Wastewater Extension:** The Owner agrees to fund the offsite improvements required for the construction of the wastewater line to Hawthorne Street as shown in *Exhibit G of Attachment "A"*.

The City agrees to grant the Owner the necessary rights to extend the wastewater line through the City's right-of-way (ROW) and easements at no cost to the Owner. These extensions will be carried out in accordance with the City's standards and requirements, and the Owner will coordinate closely with the City to ensure proper installation. Upon completion, the City will assume ownership and maintenance responsibilities for the wastewater line.

ARTICLE IV. APPLICABLE RULES & REGULATIONS

- 4.1 Intent.** The parties intend that this Agreement authorize certain Property uses and development on the Property; provide for the uniform review and approval of plats and development plans for the Property; provide exceptions to certain ordinances; and provide other terms and consideration. It is the intent of the City and Owner that these vested development rights include the character of land uses and the development of the Property in accordance with the standards and criteria set forth in this Agreement and the Code, as modified in accordance with the exceptions set forth in this Agreement.
- 4.2 Applicable Rules.** Each application for a City Permit including a Site Plan, that may be filed with the City for the Project, shall comply with, and shall be reviewed, processed and approved, only in accordance with the terms of the ordinances that were in enacted on or before the Effective Date, except as modified by this Agreement, subject to the exceptions set forth below. The provisions of this Section shall not apply to the following types of City ordinances, rules, and regulations:
- (a) International building, fire electrical, plumbing, or mechanical codes of the type typically found in the City Code;
 - (b) Ordinances and regulations for utility connections (other than with regard to utility capacity commitments described in **Article III** of this Agreement); and
 - (c) Ordinances and regulations to prevent the imminent destruction of property or injury to persons.

Permit applications subject to (a), (b) and (c) above shall be evaluated according to ordinances in effect at the time of application for the individual permit. However, Owner and City may agree that the applicable submission for a permit or approval be evaluated in accordance with the requirements of a subsequent City ordinance, regulation, or rule.

4.3. Owner's Right to Continue Development.

4.3.1 In consideration of Owner's agreements hereunder, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose:

- (a) any moratorium on building or development within the Property; or
- (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Property.

4.3.2 The preceding subsection does not apply to any temporary moratoriums uniformly imposed throughout the City due to an emergency constituting an imminent threat to public health or safety, provided that such moratorium will continue only during the duration of the emergency.

4.4 Approvals. The City agrees that preliminary plats, final subdivision plats and construction documents submitted in accordance with this Agreement will be reviewed, and processed in a timely manner and otherwise in accordance with the Code, as modified by this Agreement.

4.3.3 Construction plans consistent with the Code, as modified by this Agreement can be approved prior to approval of final plat. However, construction will not be allowed until the plat has been recorded.

4.3.4 The approval of the preliminary plat of all or a portion of the Property shall expire twenty-four (24) months after the City's approval unless:

- 1. A corresponding final plat on the Property (or a portion of the Property) approved on the preliminary plat is filed; or
- 2. An extension is granted by the City.

4.5 No Regulation Plan. The platting process for the Property shall not include a Neighborhood Regulation Plan because it is not necessary for this type of development.

4.6 Site Development Plan Review

A. **Purpose.** This section establishes a site plan review process for the Property. The purpose of the review is to ensure efficient and safe land development, harmonious use of land, compliance with appropriate design standards, safe and efficient vehicular and pedestrian circulation, parking and loading, and adequate water supply, drainage and storm water management, sanitary facilities, and other utilities and services.

- B. **Applicability.** Site plan review and approval shall be required for new construction or the significant enlargement or alteration of any exterior dimension of any building, structure, or improvement within the Property.

As used in this section, the term "improvements" shall also include alterations made to land only, such as paving, filling, clearing, or excavating. As used in this section, the term "significant enlargement or alteration" shall mean the construction of structures, or the alteration of land, if such construction or alteration impacts or potentially affects other existing or future land uses, including those on adjacent or nearby land.

The City Manager shall make the initial determination of whether a proposed development, construction, enlargement, or improvement requires a site plan or not.

The site development plan must be prepared by a licensed and registered professional land surveyor, and/or a licensed professional engineer.

No building permit shall be issued for any of the above developments unless a site plan is first approved by the City. No certificate of occupancy shall be issued unless all construction and development conforms to the site plan as approved by the City. A public hearing on a site plan is not required. The fee for a site plan will be determined by the City Manager.

- C. **Site Plan Details.** The site plan shall contain sufficient information relative to site design considerations, including but not limited to the following:
1. Location of existing and proposed building(s), structure(s) or other improvement(s), as well as proposed modifications of the external configuration of the building(s), structure(s) or improvement(s),
 2. Required front, side and rear setbacks from property lines,
 3. Existing or proposed easements or right-of-way, within or abutting the lot where development is being proposed,
 4. The dimensions of any street, sidewalk, alley or other part of the property intended to be dedicated to public use. These dedications must be made by separate instrument and referenced on the site plan,
 5. On and off-site circulation (including truck loading and pickup areas) and fire lanes,
 6. Required parking with dimensions given for layout.
 7. Topography,
 8. Grading,
 9. Landscaping design,
 10. The location and size of existing public water and wastewater lines, fire hydrants and manholes available to service the-proposed development; or, if public service is unavailable, the location and size of existing private on site water and wastewater facilities; and any proposed water and wastewater lines, fire hydrants and manholes required to serve the project,
 11. Location of screening with dimensions and material used,
 12. Engineering for streets and utilities,
 13. The location of the 100-year flood plan on the proposed development site, if any,

14. Calculations, prepared by a licensed professional engineer, showing the storm water flow (e.g., rate, velocity, location} before and after the proposed construction. Calculations must take into account storm water that currently enters and exits the site,
15. Building elevations,
16. The location and ownership of adjacent properties,
17. If it is the intent to use groundwater under the land, a licensed engineer registered to practice in Texas must certify that adequate groundwater is available to serve the development, and
18. Location of dumpster(s) and screening for dumpster(s).

Provision of the above items shall conform to the principles and standards set forth in this Agreement.

- D. **Principles and standards for site plan review.** The City staff shall review the site plan for compliance with all applicable ordinances (as modified by this Agreement).

Based upon its review, the staff may approve, conditionally approve, request modifications, or deny the site plan based on evaluation of the site plan details with respect to the site plan's compliance with all provisions of this PDD Ordinance, and other ordinances of the City of Bastrop including but not limited to off-street parking and loading, lighting, open space, and the generation of objectionable smoke, flames, noise, odors, dust, glare, vibration, or heat, as such ordinances have been modified by this Agreement (including the Warrants and Development Standards).

4.7. Approval Process.

- A. The Director of Planning and Development, or designee, shall review and approve, approve with conditions, or deny all site plans except for PD, CUP or other districts requiring public hearings. Any decision on a site plan with which the applicant disagrees may be appealed to the Planning and Zoning Commission as set forth in (4.10.B) below.
- B. The City staff shall place the site plan on the regular agenda of the Planning and Zoning Commission within thirty (30) days after the request for appeal. If recommended for approval by the Planning and Zoning Commission, the site plan shall be deemed approved by the City. If the site plan is recommended for denial by the Planning and Zoning Commission, the applicant must request the site plan be placed on the City Council's agenda within ten (10) days from the date the appeal was denied by the Planning and Zoning Commission. The City Council shall have final approval or disapproval on all site plans which are appealed.
- C. If development of a lot with an approved site plan has not commenced within five years of the date of final approval of the site plan, the site plan shall be deemed to have expired. Said review and approval shall be evaluated according to the standards above, taking in to account all changes to applicable ordinances which have occurred subsequent to the prior approval of the site plan.

- D. It is recognized that final architectural and engineering design may necessitate minor changes in the approved site plan. In such cases, the Director of Planning and Development and City Engineer shall have the authority to approve minor modifications of an approved site plan, provided that such modifications do not materially change the circulation and building location on the site, or any conditions specifically attached as part of a City Council approval.

ARTICLE V. TERM, ASSIGNMENT & AMENDMENT

- 51 Term.** The term of this Agreement will commence on the Effective Date (as defined below) and continue in perpetuity, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City and Owner. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns of Owner that construct the improvements on the Property contemplated hereunder.
- 52 Amendment by Agreement.** This Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written and recorded agreement by the City and the then current owner of the Property. In the event that the Property shall be owned by more than one owner, then this Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written and recorded agreement by the City and the owners of sixty (60%) of the land area of the Property; provided, however, that so long as Owner has an ownership interest in the Property, it shall be required to join in any cancellation, change, amendment or modification of this Agreement.
- 53 Assignment.**
- 53.1** This Agreement shall run with the land. All the Owners and all future owners of all or any portion of the Property, including, without limitation, any affiliates of Owners to which all or any portion of the Property is conveyed and contributed, shall have the benefits of this Agreement, and the Property may be developed as set forth herein without further action by the City; provided, however, that this Agreement may be amended as otherwise set forth herein.
- 53.2** If Owner assigns its rights and obligations as to a portion of the Property, then the rights and obligations of an assignee and Owner will be severable, and Owner will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one Owner, the City may pursue all remedies against that nonperforming Owner as a result of that nonperformance unless and to the limited extent that such nonperformance pertains to a City requirement that also is necessary for the performing Owner's project, which performing Owner may also pursue remedies against the nonperforming Owner.
- 53.3** Upon sale, transfer or conveyance of all or portions hereinafter described Property by the Owner thereof (the owner of each portion of the Property called "Owner" of such portion herein), the duties and obligations of the Owner, as it relates to the transferred Property, shall be assumed by the new owner, and the transferring Owner shall have no further liability relating to such transferred Property.

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

5.3.5 This Agreement touches and concerns the Property and runs with the land.

54 Cooperation

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

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

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

ARTICLE VI. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

Owner: Iron Realty LLC - Bastrop 901 Marly Way Austin, Texas 78733 Attn: Dr. Pavan Karnati	City of Bastrop: City of Bastrop, Texas 1311 Chestnut Street Bastrop, Texas 78602 Attn: City Secretary
---	---

6.8 Effective Date. This Agreement shall be effective from and after the date of due execution hereof by all parties.

6.9 Binding Effect. This Agreement and the PD Master Plan bind and benefit the Owner and its successors and assigns.

6.10 List of Exhibits. The following attachments and exhibits are attached hereto and incorporated into this Agreement for all intents and purposes.

6.11 Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as unavailability of materials, labor shortages, natural calamity, fire or strike.

6.12 Estoppel Certificates. From time to time upon written request by any seller or purchaser of all or a portion of the Property, or any lender or prospective lender of the Owner or its assignees, the City shall execute a written estoppel certificate to such seller or purchaser stating, if true that the City has not given or received any written notices alleging any events of default under this Agreement.

Attachment "A"

- Exhibit A.....Property Legal Description
- Exhibit BPD Master Plan & Proposed Lot Subdivision
- Exhibit CArchitectural Renderings
- Exhibit D.....Warrants
- Exhibit ELinden Street Improvements
- Exhibit F.....HWY 95 Improvements
- Exhibit G.....Offsite Wastewater Improvements
- Exhibit H.....Form of Completion Agreement

[Signatures on following page.]

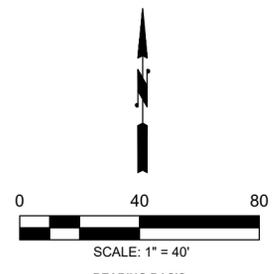
ATTACHMENT "A"

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

TOPOGRAPHIC TREE SURVEY
 OF 7.398 ACRES
 LOT 3
 STEEL YARD SUBDIVISION
 CABINET 2, PAGE 358A
 DOCUMENT NO. 202125841
 OFFICIAL PUBLIC RECORDS OF
 BASTROP COUNTY, TEXAS

Item 12K



BEARING BASIS
 TEXAS STATE PLANE COORDINATE SYSTEM,
 GRID NORTH, CENTRAL ZONE (4203), NAD 83.
 DISTANCES IN US SURVEY FEET (GRID).
 ELEVATION DATA NAVD 88, GEOID 12B.

LEGEND

- SIGN
- POWER POLE
- GUY ANCHOR
- OVERHEAD UTILITY
- CHAIN LINK FENCE
- BARB/HOG WIRE FENCE
- PROPERTY LINE
- EDGE OF PAVEMENT

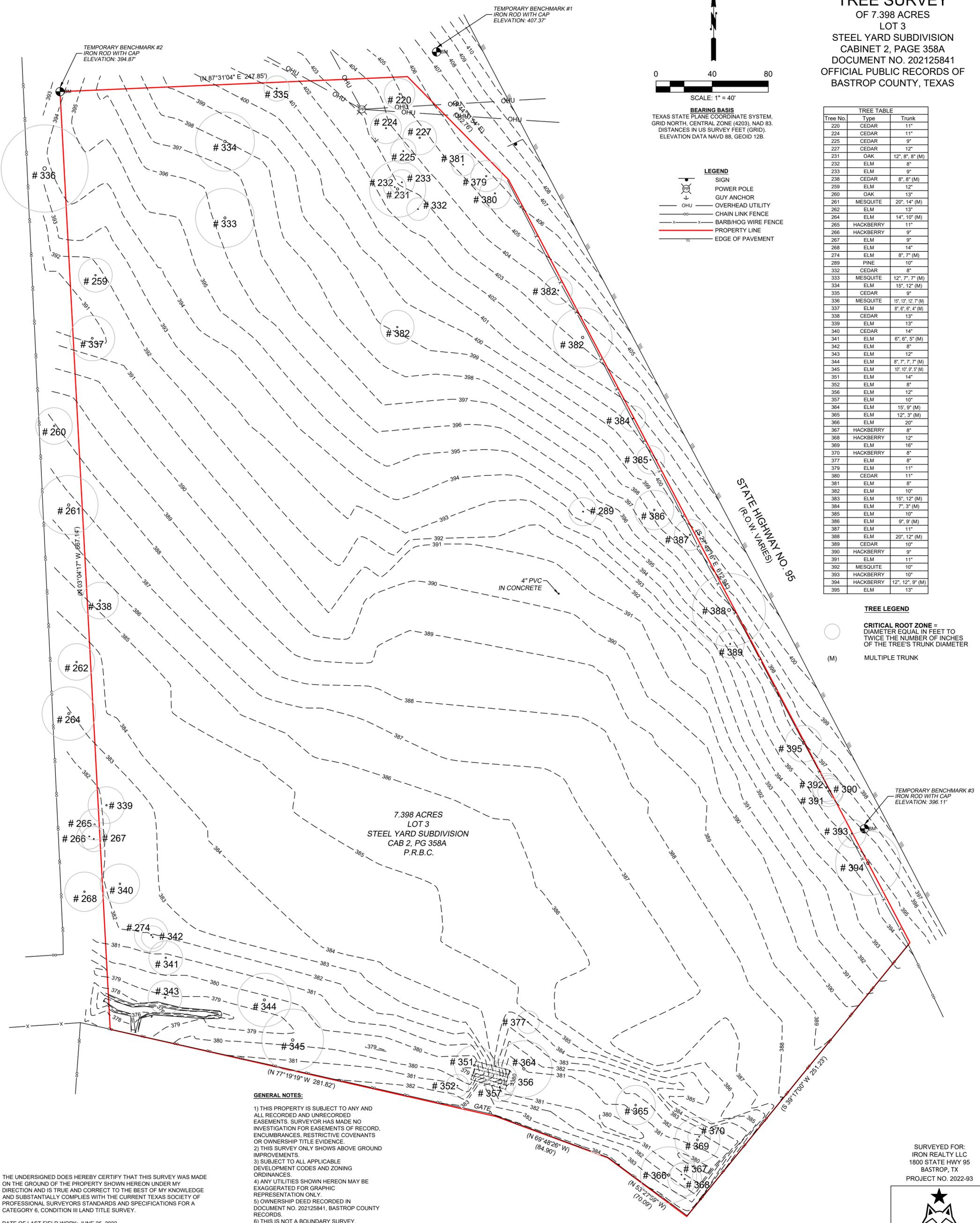
TREE TABLE

Tree No.	Type	Trunk
220	CEDAR	11"
224	CEDAR	11"
225	CEDAR	9"
227	CEDAR	12"
231	OAK	12", 8", 8" (M)
232	ELM	8"
233	ELM	9"
238	CEDAR	8", 8" (M)
259	ELM	12"
260	OAK	13"
261	MESQUITE	20", 14" (M)
262	ELM	13"
264	ELM	14", 10" (M)
265	HACKBERRY	11"
266	HACKBERRY	9"
267	ELM	9"
268	ELM	14"
274	ELM	8", 7" (M)
289	PINE	10"
332	CEDAR	8"
333	MESQUITE	12", 7", 7" (M)
334	ELM	15", 12" (M)
335	CEDAR	9"
336	MESQUITE	15", 13", 12", 7" (M)
337	ELM	8", 6", 6", 4" (M)
338	CEDAR	13"
339	ELM	13"
340	CEDAR	14"
341	ELM	6", 6", 5" (M)
342	ELM	8"
343	ELM	12"
344	ELM	8", 7", 7", 7" (M)
345	ELM	10", 10", 9", 5" (M)
351	ELM	14"
352	ELM	8"
356	ELM	12"
357	ELM	10"
364	ELM	15", 9" (M)
365	ELM	12", 3" (M)
366	ELM	20"
367	HACKBERRY	8"
368	HACKBERRY	12"
369	ELM	16"
370	HACKBERRY	8"
377	ELM	8"
379	ELM	11"
380	CEDAR	11"
381	ELM	8"
382	ELM	10"
383	ELM	15", 12" (M)
384	ELM	7", 3" (M)
385	ELM	10"
386	ELM	9", 9" (M)
387	ELM	11"
388	ELM	20", 12" (M)
389	CEDAR	10"
390	HACKBERRY	9"
391	ELM	11"
392	MESQUITE	10"
393	HACKBERRY	10"
394	HACKBERRY	12", 12", 9" (M)
395	ELM	13"

TREE LEGEND

CRITICAL ROOT ZONE = DIAMETER EQUAL IN FEET TO TWICE THE NUMBER OF INCHES OF THE TREE'S TRUNK DIAMETER

(M) MULTIPLE TRUNK



7.398 ACRES
 LOT 3
 STEEL YARD SUBDIVISION
 CAB 2, PG 358A
 P.R.B.C.

- GENERAL NOTES:**
- 1) THIS PROPERTY IS SUBJECT TO ANY AND ALL RECORDED AND UNRECORDED EASEMENTS. SURVEYOR HAS MADE NO INVESTIGATION FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS OR OWNERSHIP TITLE EVIDENCE.
 - 2) THIS SURVEY ONLY SHOWS ABOVE GROUND IMPROVEMENTS.
 - 3) SUBJECT TO ALL APPLICABLE DEVELOPMENT CODES AND ZONING ORDINANCES.
 - 4) ANY UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR GRAPHIC REPRESENTATION ONLY.
 - 5) OWNERSHIP DEED RECORDED IN DOCUMENT NO. 202125841, BASTROP COUNTY RECORDS.
 - 6) THIS IS NOT A BOUNDARY SURVEY.

FLOOD INFORMATION

PER WWW.FEMA.GOV, THIS PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN MAP NUMBER 48021C0225E, DATED 01/19/2006.

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 6, CONDITION III LAND TITLE SURVEY.

DATE OF LAST FIELD WORK: JUNE 25, 2022

MATTHEW LEE TAYLOR, R.P.L.S. NO. 6848 12/07/2024
 FIRM NO. 10194675

DRAWN BY: MLT REVIEWED BY: MLT
 FIELD CREW: JS/JT
 REVISION #:



SURVEYED FOR:
 IRON REALTY LLC
 1800 STATE HWY 95
 BASTROP, TX
 PROJECT NO. 2022-93



ATTACHMENT “A”

EXHIBIT “B”

PD MASTER PLAN & PROPOSED LOT SUBDIVISION



REVISION	DESCRIPTION	DATE
2	3RD DRAFT SUBMITTAL TO CLIENT	JAN 16, 24
3	4TH DRAFT SUBMITTAL TO CLIENT	MAR 18, 24
4	5TH DRAFT SUBMITTAL TO CLIENT - LINDEN ST. IMPROVEMENTS	JUL 15, 24
5	6TH DRAFT SUBMITTAL TO CLIENT - LINDEN ST. IMPROVEMENTS	JUL 18, 24
6	7TH DRAFT SUBMITTAL TO CLIENT - LINDEN ST. IMPROVEMENTS	DEC 05, 24
7	8TH DRAFT SUBMITTAL - PDD	AUG 07, 25

EXHIBIT B - PD MASTER PLAN

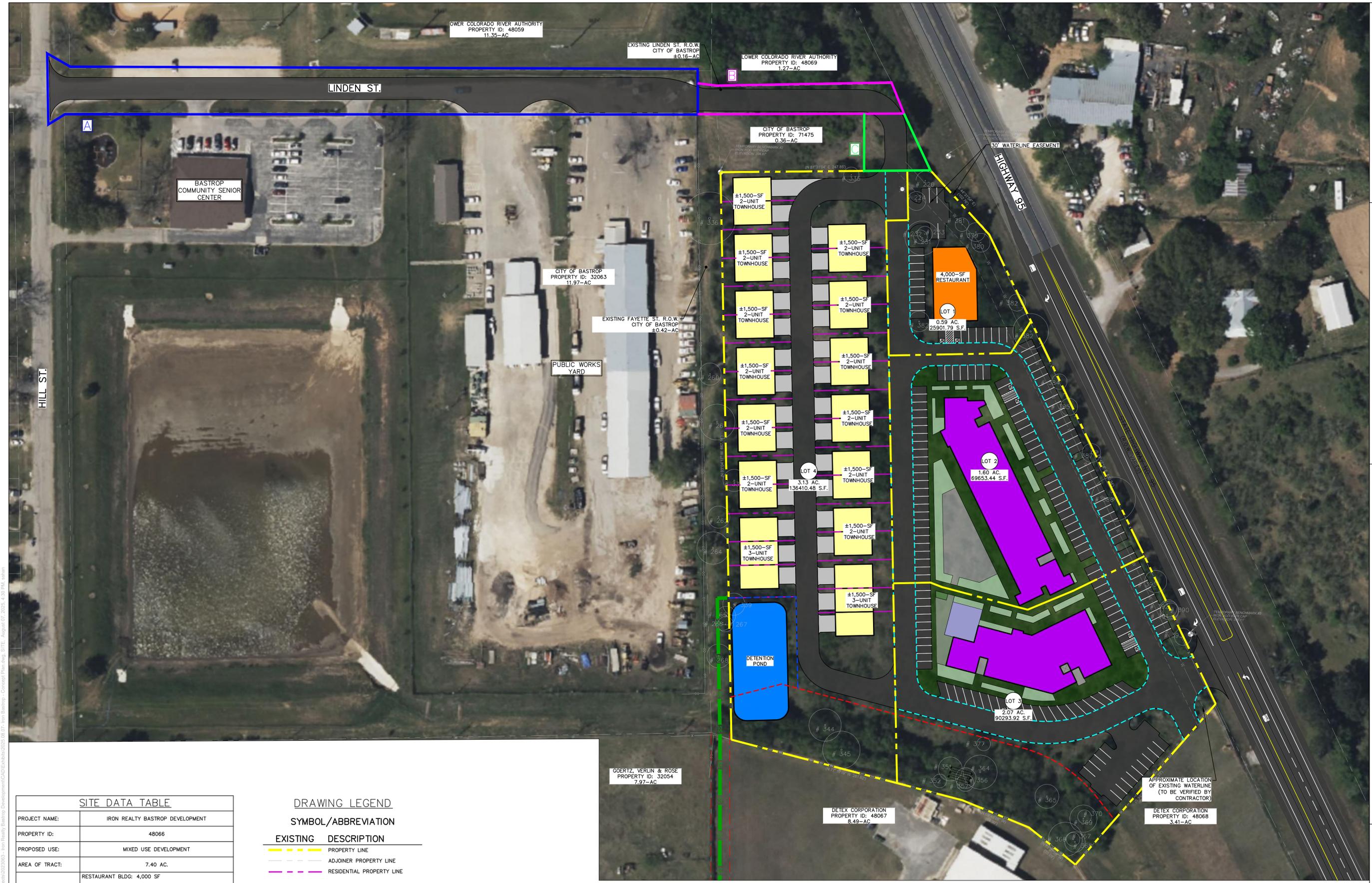
CROSSINGS @ 95
PROPERTY ID: 48066
CITY OF BASTROP, TX

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, MARK-UP, AND/OR DRAFTING UNDER THE AUTHORITY OF MAHMOUD SAM DEHAYBI, P.E. #135725
ON AUGUST 7, 2025.
IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

DESIGN	DRAWN	CHKD
SS	SS	MSD

JOB No. 2023063

SHEET 1A OF 4



LOWER COLORADO RIVER AUTHORITY
PROPERTY ID: 48059
11.35-AC

EXISTING LINDEN ST. R.O.W.
CITY OF BASTROP
±0.16-AC

LOWER COLORADO RIVER AUTHORITY
PROPERTY ID: 48069
1.27-AC

CITY OF BASTROP
PROPERTY ID: 71475
0.36-AC

CITY OF BASTROP
PROPERTY ID: 32063
11.97-AC

EXISTING FAYETTE ST. R.O.W.
CITY OF BASTROP
±0.42-AC

PUBLIC WORKS
YARD

GOERTZ, VERLIN & ROSE
PROPERTY ID: 32054
7.97-AC

DETEX CORPORATION
PROPERTY ID: 48067
8.49-AC

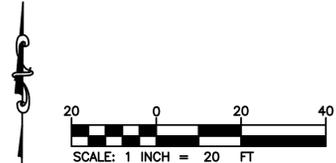
DETEX CORPORATION
PROPERTY ID: 48068
3.41-AC

SITE DATA TABLE

PROJECT NAME:	IRON REALTY BASTROP DEVELOPMENT
PROPERTY ID:	48066
PROPOSED USE:	MIXED USE DEVELOPMENT
AREA OF TRACT:	7.40 AC.
BUILDINGS:	RESTAURANT BLDG: 4,000 SF TOWNHOUSES: 30 UNITS APARTMENTS: 1ST FLOOR 25,500-SF RETAIL 2ND TO 4TH FLOOR 54 APARTMENT UNITS
VEHICULAR PARKING SUMMARY:	RETAIL - 1 SPACE/300-SF = 85 SPACES RESTAURANT - 1 SPACE/200-SF = 20 SPACES APARTMENTS - 1.3 SPACE/UNITS = 71 SPACES RECOMMENDED: 176 SPACES PROVIDED: 180 SPACES (INCLUDING HANDICAP)

DRAWING LEGEND

SYMBOL/ABBREVIATION	DESCRIPTION
	PROPERTY LINE
	ADJOINER PROPERTY LINE
	RESIDENTIAL PROPERTY LINE



THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

Crossings @ 95 EOPC - Liden Street Improvements

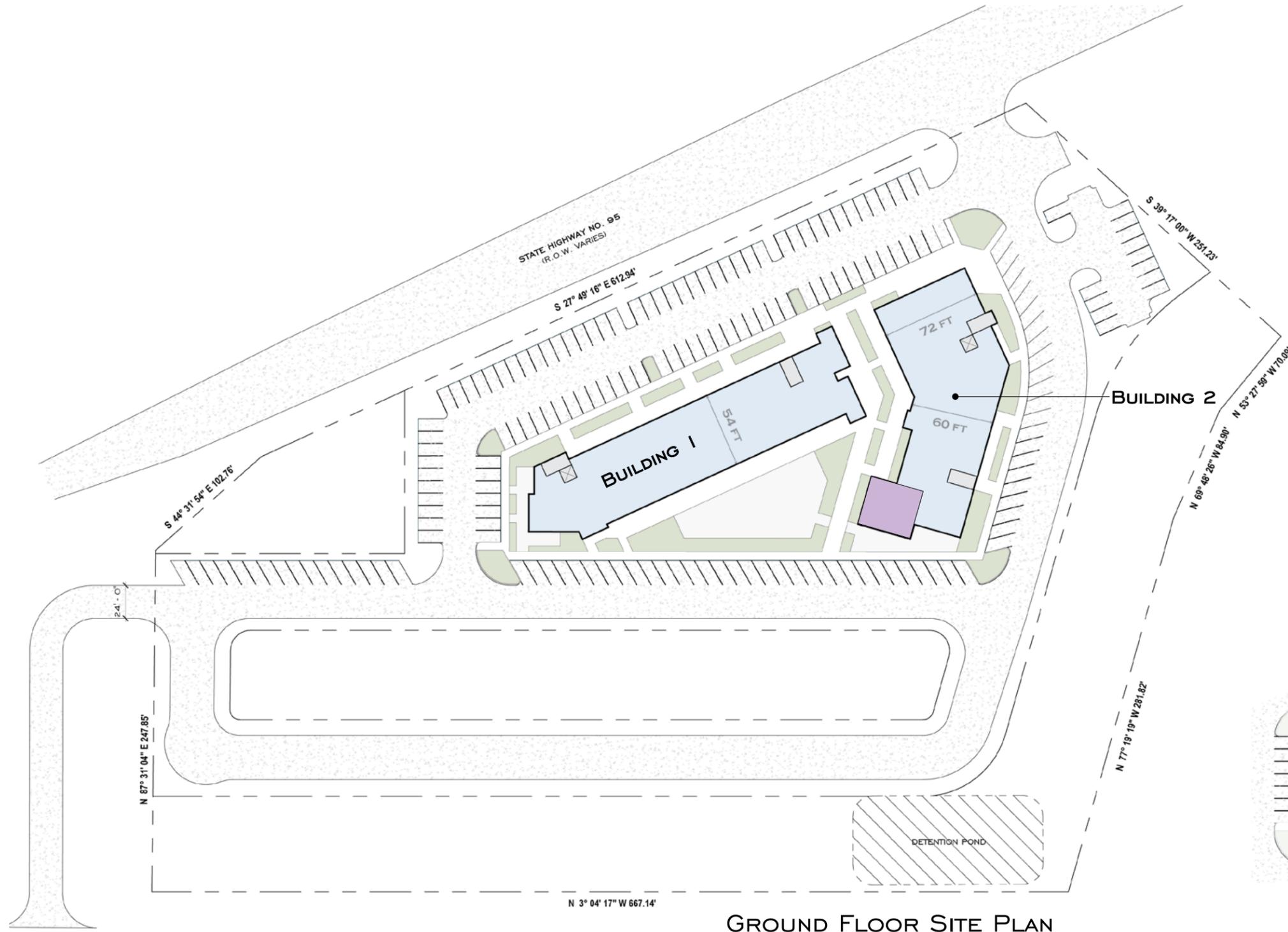
Category	Description	Quantity	Unit	Unit Cost	Total Cost	
Liden Street Improvements	SECTION A +/-800-LF	4" Hot Mix Asphalt (HMA) Type D	711	SY	\$ 42.00	\$ 29,866.67
		8" Crushed Limestone Base	711	SY	\$ 14.00	\$ 9,955.56
		8" Stabilized Subgrade	711	SY	\$ 25.00	\$ 17,777.78
		1/2" Hot Mix Asphalt (HMA) Type D	1,600	SY	\$ 10.00	\$ 16,000.00
		Earthworks (Cut/Fill)	1	LS	\$ 25,000.00	\$ 25,000.00
		Traffic Control	1	LS	\$ 7,500.00	\$ 7,500.00
	Erosion Control	1	LS	\$ 5,000.00	\$ 5,000.00	
	Liden Street Improvements Total					\$ 111,100.00
	SECTION B +/-235-LF	4" Hot Mix Asphalt (HMA) Type D	679	SY	\$ 42.00	\$ 28,513.33
		8" Crushed Limestone Base	679	SY	\$ 14.00	\$ 9,504.44
		8" Stabilized Subgrade	679	SY	\$ 25.00	\$ 16,972.22
		Earthworks (Cut/Fill)	1	LS	\$ 5,000.00	\$ 5,000.00
		Erosion Control	1	LS	\$ 1,500.00	\$ 1,500.00
	Liden Street Improvements Total					\$ 61,490.00
	SECTION C +/-150-LF	4" Hot Mix Asphalt (HMA) Type D	433	SY	\$ 42.00	\$ 18,200.00
		8" Crushed Limestone Base	433	SY	\$ 14.00	\$ 6,066.67
		8" Stabilized Subgrade	433	SY	\$ 25.00	\$ 10,833.33
		Earthworks (Cut/Fill)	1	LS	\$ 5,000.00	\$ 5,000.00
Erosion Control		1	LS	\$ 1,500.00	\$ 1,500.00	
Liden Street Improvements Total					\$ 41,600.00	
Parking Lot	SECTION D Parking Lot	4" Hot Mix Asphalt (HMA) Type D	522	SY	\$ 42.00	\$ 21,933.33
		8" Crushed Limestone Base	522	SY	\$ 14.00	\$ 7,311.11
		8" Stabilized Subgrade	522	SY	\$ 25.00	\$ 13,055.56
		Earthworks (Cut/Fill)	1	LS	\$ 2,500.00	\$ 2,500.00
		Stripping	1	LS	\$ 10,000.00	\$ 10,000.00
		Erosion Control	1	LS	\$ 1,500.00	\$ 1,500.00
Liden Street Improvements Total					\$ 56,300.00	

Disclaimer: The cost estimates provided above are for general guidance only and should not be used as final pricing. These are preliminary estimates, and exact costs can only be determined through a contractor's bid upon completion of the final design. Additionally, the quantities listed should NOT be used for any bidding purposes. Quantities to be verified and updated after receiving final approval from the City.

ATTACHMENT "A"

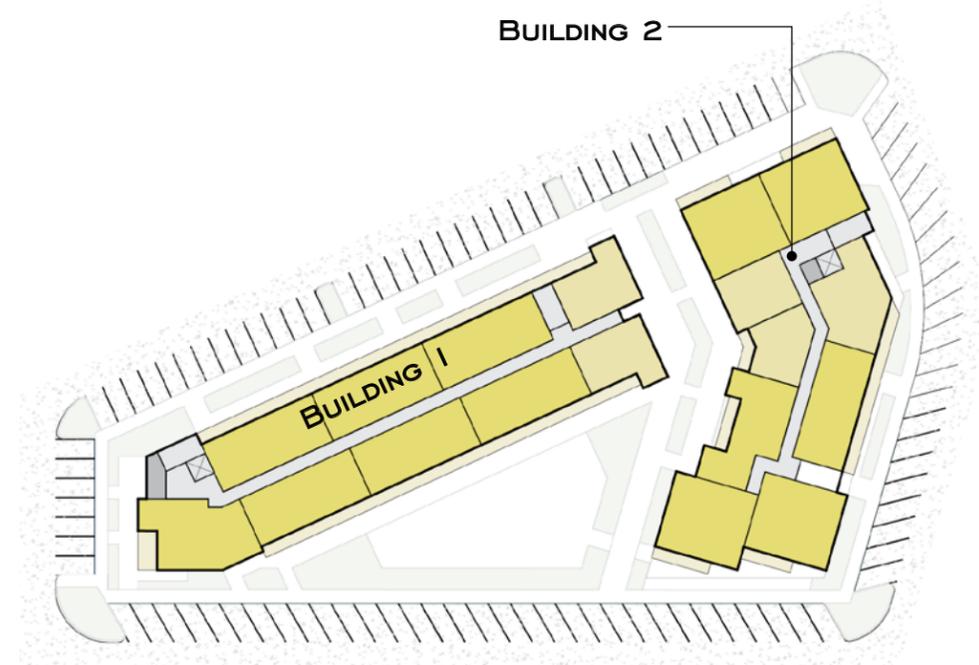
EXHIBIT "C"

ARCHITECTURAL RENDERINGS



GROUND FLOOR SITE PLAN

BUILDING 1				BUILDING 2			
COMMERCIAL				RESIDENTIAL			
TYPE	LEVEL	NET SF PER LEVEL		TYPE	LEVEL	NET SF PER LEVEL	
RETAIL	1	13,333 SF		RETAIL	1	10,656 SF	Item 12K
CORRIDOR+ STAIR + ELEV.			500 SF	LEASING OFFICE			1,438 SF
CORRIDOR+ STAIR + ELEV.			500 SF	CORRIDOR+ STAIR + ELEV.			500 SF
GROSS SF.			13,833 SF	GROSS SF.			12,624 SF
RESIDENTIAL				RESIDENTIAL			
TYPE	UNIT COUNT	LEVEL	NET SF PER LEVEL	TYPE	UNIT COUNT	LEVEL	NET SF PER LEVEL
1 BED	2	2, 3 & 4	1,919 SF	1 BED	2	2, 3 & 4	2,967 SF
2 BED	7	2, 3 & 4	9,687 SF	2 BED	6	2, 3 & 4	8,476 SF
			9				8
CORRIDOR+ STAIR + ELEV.			2,304 SF	CORRIDOR+ STAIR + ELEV.			1,612 SF
GROSS SF.			13,910 SF	GROSS SF.			13,055 SF
BALCONIES			2,327 SF	BALCONIES			1,258 SF
TOTAL AREA PER FLOOR			16,237 SF	TOTAL AREA PER FLOOR			14,313 SF
RESIDENTIAL:				RESIDENTIAL:			
11,606 SF X 3 BUILDING STORY			34,818 SF	11,443 SF X 3 BUILDING STORY			34,329 SF
R. GROSS AREA:				R. GROSS AREA:			
13,910 SF X 3 BUILDING STORY			41,730 SF	13,055 SF X 3 BUILDING STORY			39,165 SF



TYP. RESIDENTIAL FLOOR (2-4)





View 1 - Program

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



VIEW 2

View 2 - Program

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





Exterior Rendering

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



Exterior Rendering

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



Exterior Rendering

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



Exterior Rendering

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



Exterior Rendering

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

ATTACHMENT “A”

EXHIBIT “D”

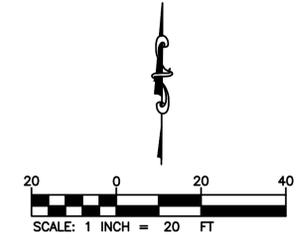
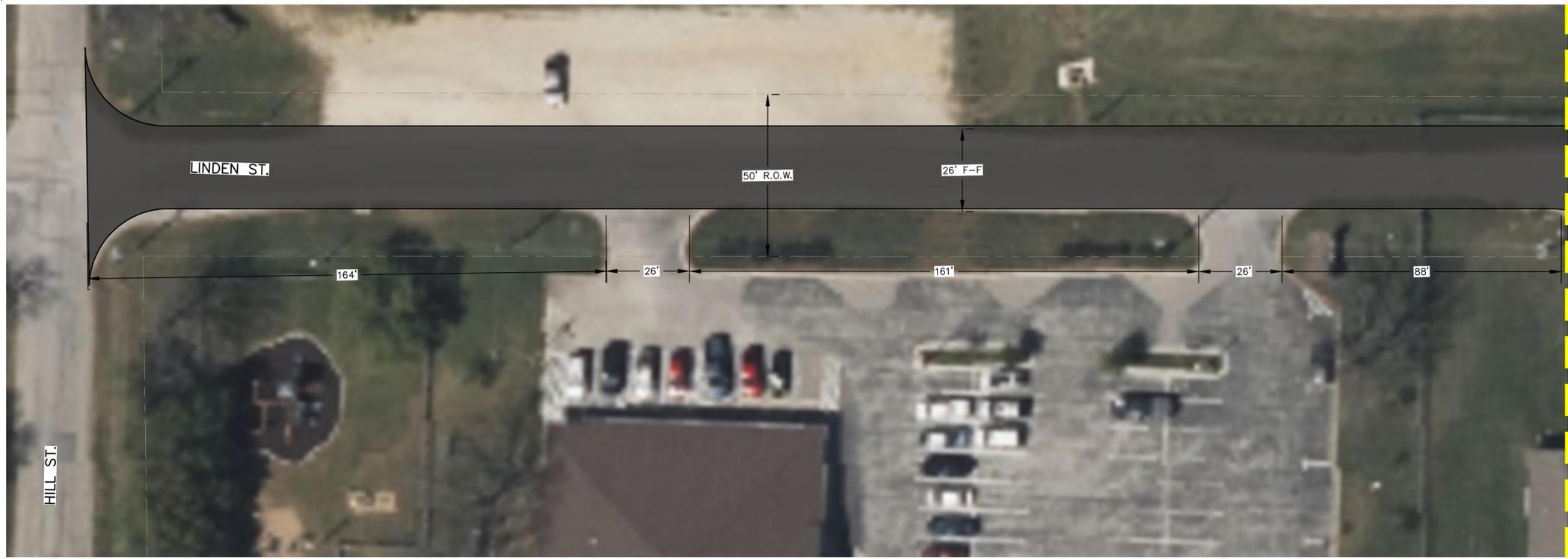
WARRANTS

B3 Code Section	Description	Proposed Alternative
3.2.008 Sidewalks	Min. 5' sidewalks on both sides of street or one 10' sidewalk on side of street	Due to the minimum right-of-way for Liden Street, no additional sidewalk is required for the existing section of Liden Street (Section 2.3.3 A). And a 5-foot sidewalk is required only on the south side of the new portion of Liden Street (Sections 2.3.3 B and C).
5.2.002(b)	Preferred block size is 330' by 330' and max block perimeter of 1,320'	Maximum block perimeter shall not exceed 1000' for all publicly dedicated roadways. Internal private driveways with a maximum width of 30' and a minimum width of 25' can be utilized to provide internal circulation within the maximum block perimeter. (As shown on Exhibit B). Street trees and sidewalks are not required on internal circulation driveways.
6.3.003(a)(3)	Building façade to be located within 30' of street corner and parking prohibited in First Layer	Not Required
6.3.005(d) (3)	For Corner Lots, driveways must be located in the Secondary Frontage	Not Required
6.3.005(d) (6)	For lots with more than 80' of frontage, driveway spacing shall be 300'	Not required.
6.3.006(a)	Max. Parking to be based on market and determined by DRC at Site Plan	Not required.
6.3.006(b) (2)	Requires parking to be 1 space per bedroom for multfamily	Parking shall be min. 1.2 spaces per multifamily unit.
6.3.006(b) (2a)	Minimum parking space as measuring ten feet by twenty feet (10' x 20').	Minimum parking space will be measured at nine feet by eighteen feet (9' x 18').
6.3.006(b) (5)	Requires parking to be located in the 2nd or 3rd Layer	Parking shall be allowed to be located in any layer.
6.3.006(b) (8)	Requires all parking to be screened either by buildings or other screening material	Not Required
6.3.006(b) (9)	Prohibits parking to be located within the rear setback	Parking shall be allowed in any rear setback.
6.3.008(d)	Max first floor story of a commercial building cannot exceed 25' from floor to ceiling	Maximum ceiling heights shall be up to 35'.
6.3.009(b)	Building frontage façade must be parallel to the ROW Frontage Line	Not required.
6.5.003	-70 percent max lot coverage; -60% minimum buildout at build-to-line; -Build-to-line is 5-15 ft	Per section 2.5
6.5.003	Building Height (Stories) - Max 3 - Principal Building	The building stories will be per section 1.2
7.1.002(k)	To prevent future conflicts regarding Street maintenance, private Streets are prohibited, except where justified by special considerations.	Allowing for streets to be privately owned, managed, and maintained is fiscally sustainable.
7.5.004	Plazas not permitted in P4 and require a minimum size of ½ acre.	Walkway easement/plazas will be as shown on Exhibit B.

ATTACHMENT "A"

EXHIBIT "E"

LINDEN STREET IMPROVEMENTS



SEE CONTINUATION BELOW



SEE CONTINUATION ABOVE

REVISION	DESCRIPTION	DATE
2	3RD DRAFT SUBMITTAL TO CLIENT	JAN 16, 24
3	4TH DRAFT SUBMITTAL TO CLIENT	MAR 18, 24
4	5TH DRAFT SUBMITTAL TO CLIENT - IMPROVEMENTS	JUL 15, 24
5	6TH DRAFT SUBMITTAL TO CLIENT - IMPROVEMENTS	JUL 18, 24
6	7TH DRAFT SUBMITTAL TO CLIENT - IMPROVEMENTS	DEC 06, 24
7	8TH DRAFT SUBMITTAL - PDD	AUG 07, 25

EXHIBIT E - LINDEN STREET IMPROVEMENTS

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

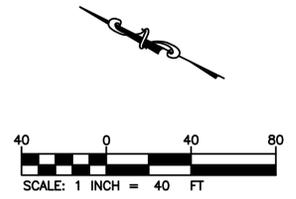
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, MARK-UP, AND/OR DRAFTING UNDER THE AUTHORITY OF MAHMOUD SAM DEHAYBI, P.E. #135725 ON AUGUST 7, 2025. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.



THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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

ATTACHMENT “A”
EXHIBIT “F”
HWY 95 IMPROVEMENTS



REVISION	DESCRIPTION	DATE
2	3RD DRAFT SUBMITTAL TO CLIENT	JAN 16, 24
3	4TH DRAFT SUBMITTAL TO CLIENT	MAR 18, 24
4	5TH DRAFT SUBMITTAL TO CLIENT - LINDEN ST. IMPROVEMENTS	JUL 15, 24
5	6TH DRAFT SUBMITTAL TO CLIENT - LINDEN ST. IMPROVEMENTS	JUL 18, 24
6	7TH DRAFT SUBMITTAL TO CLIENT - LINDEN ST. IMPROVEMENTS	DEC 06, 24
7	8TH DRAFT SUBMITTAL - PDD	AUG 07, 25

EXHIBIT F - HWY 95 IMPROVEMENTS
CROSSINGS @ 95
PROPERTY ID: 48066
CITY OF BASTROP, TX

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



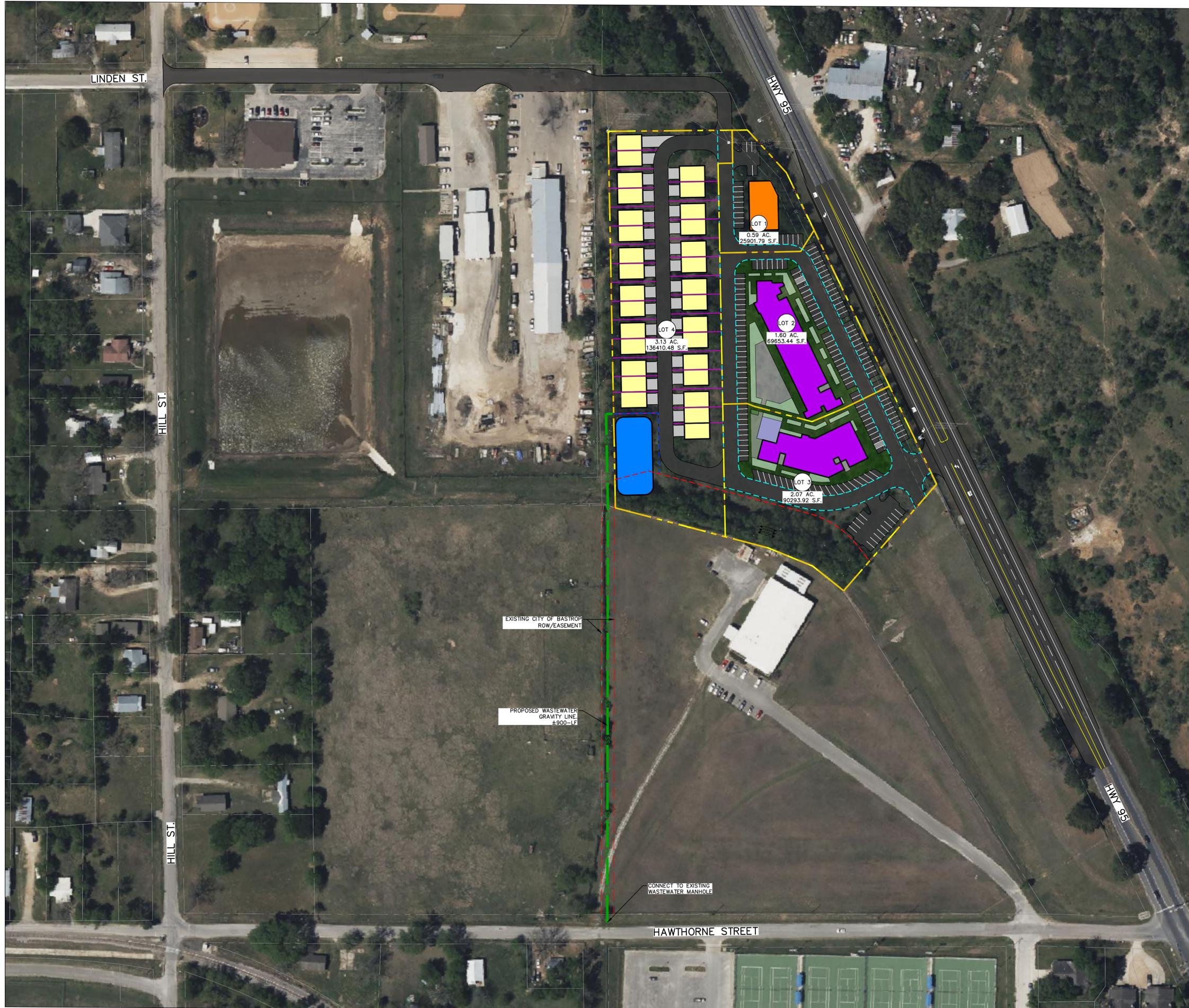
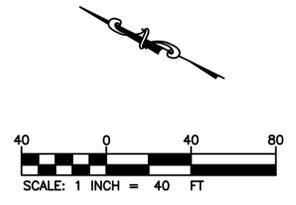
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Z:\Shared\Paradise\Projects\Bastrop\Development\CAD\Exhibits\2025\08-07-Ion Bastrop - Concept Plan.dwg, SITE (D), August 07, 2025, 4:53 PM, gshim

ATTACHMENT "A"

EXHIBIT "G"

OFFSITE WASTEWATER LINE IMPROVEMENTS



Z:\Shared\Paradise\Projects\Bastrop\Development\CADD\Drawings\20230605 - Iron Roosty Bastrop Development\CADD\Drawings\20230605 - Iron Roosty Bastrop - Concept Plan.dwg, SITE (4) - August 07, 2023, 4:41 PM, user

REVISION	DESCRIPTION	DATE
2	3RD DRAFT SUBMITTAL TO CLIENT	JAN 16, 24
3	4TH DRAFT SUBMITTAL TO CLIENT	MAR 18, 24
4	5TH DRAFT SUBMITTAL TO CLIENT - LINDEN ST. IMPROVEMENTS	JUL 15, 24
5	6TH DRAFT SUBMITTAL TO CLIENT - LINDEN ST. IMPROVEMENTS	JUL 18, 24
6	7TH DRAFT SUBMITTAL TO CLIENT - LINDEN ST. IMPROVEMENTS	DEC 06, 24
7	8TH DRAFT SUBMITTAL - PDD	AUG 07, 25

EXHIBIT G - OFFSITE WASTEWATER IMPROVEMENTS
CROSSINGS @ 95
PROPERTY ID: 48066
CITY OF BASTROP, TX

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, MARK-UP, AND/OR DRAFTING UNDER THE AUTHORITY OF MAHMOUD SAM DEHAYBI, P.E. #135725 ON AUGUST 7, 2025. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

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



THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

ATTACHMENT "A"

EXHIBIT "H"

FORM OF COMPLETION AGREEMENT



To: Sylvia Carrillo, City Manager

From: James E. Cowey, Development Services Director/Building Official

Date: September 9, 2025

Subject: Crossings at 95 PDD – Ordinance No. 2025-67

At the August 28, 2025, Planning and Zoning Commission meeting, staff presented the proposed PDD for the Crossings at 95.

Staff took a very literal approach to the code, especially in instances where the code is nuanced or not clear. Staff did this for transparency and to show all the changes being proposed.

It's important to note that the current zoning is "Employment Center" or EC, the most intense zoning designation.

Staff has been working with the developer since February 2025 on the application submission to create a functional development that meets the intent of the Future Land Use Map calling for "mixed-use corridor commercial/neighborhood residential" in this area.

All 17 "warrants" below were presented to the Planning and Zoning Commission, and the Planning and Zoning Commission recommended approval. For clarity, out of the 17 warrants, only 5 are currently applicable:

- Install a public sidewalk at Linden Street on only one side of the ROW, and allow the sidewalk to be 5 ft. instead of 10 ft.
- Allow the parking spaces to be 9'x18' instead of 10'x20'.
- The other variable item listed as a "warrant" is that of the required parking count for the site. This development proposed is a mixed-use retail/commercial site, that will house all of the cars necessary in the development. This would require a shared parking agreement among the parcels within the development. Not knowing what retail would fit, staff left this as a warrant, should a business with longer open hours locate there.
- Allow 75% maximum lot coverage; instead of the 60% maximum allowed in the P4 base zoning. Currently the zoning of EC allows 80% lot coverage by right. The final detail drainage design will be based on the actual and proposed lot coverage.
- Allow the Building Height (Stories) for the principal building to be a maximum of 4 stories; instead of the maximum of the 3 stories which is allowed by right in P4. The only structures that are being proposed to be 4 stories are mixed-use along HWY 95 per the exhibit. The townhomes will remain 2 stories, and the restaurant will be a single-story structure.

Please see the comments in red in the table below for the original 17 different warrants that were proposed for the PDD for Crossings at 95.

In addition to the 5 warrants above, 6 of the warrants are for clarification since the standards are no longer applicable based on B3 code changes since the original submission. The other 6 warrants are not clear in the existing B3 Code and do not really fit this site, thus staff presented as a warrant to ensure the information was covered.

This and more, will be part of the development code clean up that the Development Staff is currently working.

We will go over this in more detail at the City Council meeting as needed. We will also provide an exhibit of the existing site situation as it relates to the public sidewalk along Linden Street.

- Warrant Required

- Warrant For Clarification

- Warrant Not Required

B3 Code Section	Description	Proposed Alternative	City Staff Comments
3.2.008 Sidewalks	Min. 5' sidewalks on both sides of street or one 10' sidewalk on side of street	Due to the minimum right-of-way for Linden Street, no additional sidewalk is required for the existing section of Linden Street (Section 2.3.3 A). And a 5-foot sidewalk is required only on the south side of the new portion of Linden Street (Sections 2.3.3 Band C).	Based on existing conditions consisting of physical restraints on the North side. In discussion and coordination with City staff it was proposed to install on 5' sidewalk on the southside Linden St.
5.2.002(b)	Preferred block size is 330' by 330' and max block perimeter of 1,320'	Maximum block perimeter shall not exceed 1000' for all publicly dedicated roadways. Internal private driveways with a maximum width of 30' and a minimum width of 25' can be utilized to provide internal circulation within the maximum block perimeter. (As shown on Exhibit B). Street trees and sidewalks are not required on internal circulation driveways.	The 330 grid was removed with Ordinance No. 2025-24 that was passed by City Council on March 11, 2025.
6.3.003(a)(3)	Building facade to be located within 30' of street corner and parking prohibited in First Layer	Not Required	This code section will be removed as part of the code updates (Example: Alta Blakey Apartments).
6.3.005(d)(b) (3)	For Corner Lots, driveways must be located in the Secondary Frontage	Not Required	Streets are private with a secondary connection at Linden.
6.3.005(d) (6)	For lots with more than 80' of frontage wide street ROW, driveway must be spaced 300' apart	Not required.	Based on safety concerns and TxDOT requirements. One driveway with cross access easement for the south lot is proposed which will actually be a private street.
6.3.006(a)	Max. Parking to be based on market and determined by DRC at Site Plan	Not required.	Parking requirements were adopted by City Council on January 14, 2025, with Ordinance No. 2024-47 which required 1 10x20 parking space per bedroom and allowed shared parking.
6.3.006(b) (2)	Requires parking to be 1 space per bedroom for multifamily	Parking shall be min. 1.2 spaces per multifamily unit.	Using shared parking as noted above.
6.3.006(b) (2a)	Minimum parking space as measuring ten feet by twenty feet (10' x 20').	Minimum parking space will be measured at nine feet by eighteen feet (9' x 18').	Requesting smaller spaces which is still a standard size parking space which reduces impervious surface.

6.3.006(b) (5)	Requires parking to be located in the 2nd or 3rd Layer	Parking shall be allowed to be located in any layer.	Parking requirements were adopted by City Council on January 14, 2025 with Ordinance No. 2024-47 which allowed parking in all layers.
6.3.006(b) (8)	Requires all parking to be screened either by buildings or other screening material	Not Required	Parking is allowed in the first layer, but the screening requirement was not removed.
6.3.006(b) (9)	Prohibits parking to be located within the rear setback	Parking shall be allowed in any rear setback.	This was removed from the code on January 14, 2025, with Ordinance No. 2024-47.
6.3.008(d) (e)	Max first floor story of a commercial building cannot exceed 25' from floor to ceiling	Maximum ceiling heights shall be up to 35'.	This code section will be removed as part of the code updates due to not being able to enforce.
6.3.009(b)	Building frontage facade must be parallel to the ROW Frontage Line	Not required.	Based on layout with private streets this is being met.
6.5.003	-75% max lot coverage; -60% minimum buildout at build-to-line; -Build-to-line is 5-15 ft	Per section 2.5	The impervious cover was adopted by City Council on January 14, 2025 with Ordinance No. 2025-02 for proposed P4 based zoning. Current EC still allows 80%.
6.5.003	Building Height (Stories) - Max 3 - Principal Building	The building stories will be per section 1.2	Proposed P4 based zoning allows 3 stories max, the current EC allows 5 stories.
7.1.002(k)	To prevent future conflicts regarding Street maintenance, private Streets are prohibited, except where justified by special considerations.	Allowing for streets to be privately owned, managed, and maintained is fiscally sustainable.	The City is requesting private streets to be maintained by the developer to reduce financial burden to taxpayers.
7.5.004	Plazas not permitted in P4 and require a minimum size of ½ acre.	Walkway easement/plazas will be as shown on Exhibit B.	Plaza will be an accessory use, therefore it does not apply.



STAFF REPORT

MEETING DATE: October 21, 2025

TITLE:

Consider and act to approve Resolution No. 2025-137 of the City Council of the City of Bastrop, Texas, amending the Master Fee Schedule, General Provisions—Library to reflect various changes as attached in Exhibit A; authorizing the execution of all necessary documents, providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Bonnie Pierson, Library Director

BACKGROUND/HISTORY:

The City of Bastrop is a home-rule municipality empowered by the State of Texas to control, manage, and oversee the operation of its library system.

The Master Fee Schedule was approved and adopted as part of Ordinance No. 2025-16 on March 11, 2025. Section 5 of Ordinance No. 2025-16 states, “The City Council may, from time to time, add to the fees set forth in the Fee Schedule by ordinance, and that the fees now or hereafter included in the Fee Schedule may be modified from time to time by resolution of the City Council.”

UPDATES:

The Public Library Advisory Board formally met on Monday, September 8, 2025, and determined to support the Library Director and library staff in recommending the following changes to the City of Bastrop City Council in regard to the City’s Library fee schedule:

Standardization and Clarity of Formatting and Verbiage

Proposed formatting and verbiage updates to the fee schedule are intended to improve clarity, consistency, and ease of use. Standardizing language and structure will reduce confusion, ensure uniform application, and provide a more transparent document.

Addition of Membership Fees

The library was approved to offer and charge for discounted and family non-resident memberships as of January 2025. Fees were adopted via City Council Ordinance No. 2024-35 on Tuesday, November 12, 2024, however, changes were not made to the fee schedule upon passage and are included in the proposed updates.

Update of Public Room Fees

The City of Bastrop City Council approved the Library to adjust the fees collected for public rooms in the library via City Council Resolution No. 2025-106 on Tuesday, June 24, 2025. Since the approved fees would go into effect until October 2025, changes to the fee schedule were delayed in order to be made alongside other necessary updates.

Update of Copying/Printing Fees

The Library is proposing updates to its copying and printing fees. Currently, the schedule includes charges for black and white and color copies on letter and ledger paper, but it does not account for legal-sized paper. The proposed revisions would reduce the cost of color copies while adding fees for legal paper to ensure a complete and consistent structure. Specifically, black and white letter pages would remain at \$0.10, while color letter pages would be reduced to \$0.50. Legal-sized pages would be added at \$0.15 for black and white and \$0.75 for color. Ledger-sized pages would be adjusted to \$0.20 for black and white and \$1.00 for color. These revisions maintain sufficient cost recovery for the Library while creating a uniform structure, with each larger paper size increasing by \$0.05 for black and white copies and \$0.25 for color copies.

Removal of 3D Printer Fees

The Library's 3D printer broke beyond repair and was removed from the building in 2024. Since the Library does not currently have plans to purchase a new machine, supplies, and necessary associated equipment, the Library can no longer offer this service and suggests removing the fee from the schedule.

Addition of Enhanced Library Card Replacement Fees

In response to strong community interest, the Library has purchased equipment to issue enhanced library cards. These cards include additional identifying information—such as full legal name, date of birth, and personal photo—and require higher production costs than standard cards. To offset these costs, the Library proposes a \$3.00 replacement fee for enhanced library cards.

RECOMMENDATION:

Library Director Bonnie Pierson recommends approval of Resolution R-2025-137 amending the Master Fee Schedule, General Provisions—Library to reflect various changes as attached in Exhibit A; authorizing the execution of all necessary documents, providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

1. Resolution R-2025-137
2. Exhibit A: MASTER FEE SCHEDULE - LIBRARIES

RESOLUTION NO. R-2025-137

APPROVING THE BASTROP LIBRARY PUBLIC ROOM POLICY

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, AMENDING MASTER FEE SCHEDULE, GENERAL PROVISIONS - LIBRARY TO REFLECT VARIOUS CHANGES AS ATTACHED IN EXHIBIT A; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop (the “City”) is a home-rule municipality located in Bastrop County, Texas empowered by the State of Texas to control, manage, and oversee the operation of the Bastrop Public Library (the “Library”); and

WHEREAS, the Library offers various services and amenities to the public at rates established in the Master Fee Schedule; and

WHEREAS, the Public Library Advisory Board (the “Library Board”) understands the growth of the city population and library users, as well as the presence of outdated, inaccurate, or omitted information in the current fee schedule; and

WHEREAS, the Library Board met on September 8, 2025 to review and corroborate recommended amendments to the Library fee schedule; and

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

WHEREAS, the Bastrop City Council has determined that the changes recommended by the Library Director and supported by the Library Board are in the best interest of the City and its citizens and should be adopted.

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

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

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

Section 3. All orders, ordinances, and resolutions, or parts thereof, which are in

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

Section 4. Severability: Should any portion or part of this Resolution be held invalid for any reason or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

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

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

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 21st day of October 2025.

APPROVED:

Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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

Sec. A1.12 Libraries.

SEC Reference	Last updated	Description	Amount of fee/ Deposit
A1.12	<u>Ord. No. 2024-34</u> <u>11/12/2024</u> Ord. No. 2022-22 <u>9/20/2022</u>	Membership Fees	
		<u>Individual Annual Membership—Resident</u>	Resident: \$0.00 Non-Resident: \$25.00
		<u>Individual Annual Membership—Non-Resident</u>	<u>\$25.00</u>
		<u>Individual Six-month Membership—Non-Resident</u>	Resident \$0.00; Non-Resident: \$15.00
		<u>Individual Senior Citizen (55+), Individual Veteran, or Individual with Disability Annual Membership—Non-Resident</u>	<u>\$20.00</u>
		<u>Family Annual Membership—Non-Resident</u>	<u>\$40.00</u>
		Circulating Material Fines & Fees	
		Materials not returned 30 days after Due Date	Up to Manufacturer's Suggested Retail Price (MSRP)
		Electronic devices returned after Due Date	\$1.00 per item per day, no grace period, \$30.00 cap per item
		Replacement of Bastrop Public Library materials or electronic devices lost or damaged beyond repair	Manufacturer's suggested retail price (MSRP)
		Replacement of Interlibrary Loan materials lost or damaged beyond repair	Set by lending library
		Interlibrary Loan return shipping costs	\$3.00 per item
		Meeting Rooms	
		<u>Maynard Conference Room—Nonprofit meetings open to the public</u>	<u>\$0.00 per hour</u>
		<u>Maynard Conference Room—Community groups or library partners (See Public Room Policy—Appendix)</u>	<u>\$0.00 per hour</u>
		<u>Maynard Conference Room—Commercial, political organizations, or private meetings</u>	General: \$25.00 per for first two <u>hours</u>

			<u>\$10.00 per each additional hour</u> <u>Deposit \$100.00</u>
		<u>Pressley Meeting Room—Nonprofit meetings open to the public</u>	<u>\$0.00 per hour</u>
		<u>Pressley Meeting Room—Community groups or library partners (See Bastrop Public Library Public Room Policy—Appendix)</u>	<u>\$0.00 per hour</u>
		<u>Pressley Meeting Room—Commercial, political organizations, or private meetings</u>	<u>General: \$50.00 per for first two hours</u> <u>\$20.00 per each additional hour</u> <u>Deposit \$100.00</u>
		Supply and Equipment Fees	
		<u>Copying/Printing—Black & White, Letter-sized paper (8.5x11")</u>	<u>\$0.10 per page</u>
		<u>Copying/Printing—Color, Letter-sized paper (8.5x11")</u>	<u>\$1.00.50 per page</u>
		<u>Copying/Printing—Black & White, Legal-sized paper (8.5x14")</u>	<u>\$0.15 per page</u>
		<u>Copying/Printing—Color, Legal-sized paper (8.5x14")</u>	<u>\$0.75 per page</u>
		<u>Copying/Printing—Black & White, Ledger-sized paper (11x17")</u>	<u>\$0.20 per page</u>
		<u>Copying/Printing—Color, Ledger-sized paper (11x17")</u>	<u>\$1.20.00 per page</u>
		<u>3D Printing, except as part of an official Library program</u>	<u>\$0.10 per gram</u>
		Miscellaneous Fees	
		<u>Replacement library card--Regular</u>	<u>\$1.00</u>
		<u>Replacement library card—Enhanced</u>	<u>\$3.00</u>
		<u>Electronic devices</u> <u>Non-traditional items</u> returned via exterior book drop	<u>\$5.00</u>

(Ord. No. 2019-42, § 2(Exh. A), 9-24-19; Ord. No. 2021-12, § 1(Exh. A), 9-21-21; Ord. No. 2022-22, § 1(Exh. A), 9-20-22)



STAFF REPORT

MEETING DATE: October 21, 2025

TITLE:

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

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

As the City continues to grow, the City Council has made quality of life an important aspect for the residents.

Recently, a fifteen million dollar borrow (\$15,000,000) for bridge repairs was approved. The bridge repairs came in below that threshold, and available dollars will be invested into the parks system throughout the city.

This is the single largest investment into the parks system the City of Bastrop has ever seen.

The amount per park, in this Phase, is as follows:

Park	Amount
Fireman's Park	\$ 256,614.82
Mayfest	\$ 250,048.18
Fisherman's Splash Pad Renovation	\$ 661,253.00
Delgado Park	\$ 1,700,186.88
Total	\$ 2,868,102.88

According to the City's purchasing policy,

"Purchases over fifty thousand, (\$50,000): Except as otherwise exempted by applicable State law, requisitions for item(s) whose aggregate total cost is more than \$50,000 must be processed as competitive solicitations (e.g., sealed bids, request for proposals, and request for offers). Texas Local Government Code, Subchapter B, 252.021, (except) If purchasing through a cooperative purchasing alternative, i.e., BuyBoard, DIR, TXMAS provide only one (1) written quote; proof or identification that the quote is from a cooperative source, complete a Purchasing Summary Form and a purchase order."

FISCAL IMPACT:

\$2,868,102.88 from the 2025 Certificate of Obligation bond issuance.

RECOMMENDATION:

Approve the purchase and move to include on the November 11, 2025 agenda.

ATTACHMENTS:

1. Ordinance
2. Park Specifications and Details

ORDINANCE NO. 2025-80

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A PURCHASING CONTRACT WITH KRAFTSMAN PLAY SYSTEMS, INC. FOR \$2,868,102.88 UTILIZING THE BUYBOARD PURCHASING COOPERATIVE CONTRACT NO. 679-22; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDINGS OF FACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop (“City”) is committed to providing quality park and recreational facilities for the benefit of its residents and visitors; and

WHEREAS, the City desires to procure certain playground and park improvements, equipment, and related installation services through Kraftsman Play Systems, Inc. (“Kraftsman”), in accordance with the specifications and scope of work provided; and

WHEREAS, pursuant to Chapter 271, Subchapter F of the Texas Local Government Code, municipalities are authorized to participate in cooperative purchasing programs to achieve savings and efficiencies in procurement; and

WHEREAS, the City of Bastrop is a member of the BuyBoard Purchasing Cooperative, and Kraftsman Play Systems, Inc. holds BuyBoard Contract No. 679-22, which meets all state and local competitive purchasing requirements; and

WHEREAS, the total cost of the proposed purchase and installation is Two Million Eight Hundred Sixty-Eight Thousand One Hundred Two Dollars and Eighty-Eight Cents (\$2,868,102.88); and

WHEREAS, the City Council finds the proposed purchase to be in the best interest of the City, supports the continued development and enhancement of public recreational facilities, and determines that the expenditure is a valid and necessary municipal purpose.

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

SECTION 1. Findings of Fact

The findings set forth in the recitals above are hereby found to be true and correct and are adopted as the findings of the City Council.

SECTION 2. Authorization of Purchase

The City Council hereby approves a purchasing contract with Kraftsman Play Systems, Inc. in the total amount of \$2,868,102.88, utilizing BuyBoard Cooperative Purchasing Contract No. 679-22.

SECTION 3. Authorization to Execute Documents

The City Manager is hereby authorized to execute all necessary documents, purchase orders, and related instruments to effectuate the purchase, installation, and completion of the project in accordance with the approved contract and to take all actions necessary to implement this Ordinance.

SECTION 4. Funding Source

Funds for this purchase shall be expended from the appropriate approved budget accounts as authorized by the City Council.

SECTION 5. Severability

If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application.

SECTION 6. Effective Date

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

DULY ORDAINED AND ADOPTED by the Bastrop City Council on first reading on this the 21st day of October 2025.

DULY ORDAINED AND ADOPTED by the Bastrop City Council on second reading on this the 4th day of November 2025.

[Signature Page to Follow]

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

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



Item 12M.



Bastrop, TX

Multi-Project Package

“Welcome to it all”



PROJECT DETAILS

Item 12M.

Fireman's Park
Bastrop, TX





THE INSPIRATION

A fireman-themed playground sparks kids' imaginations, letting them role-play as everyday heroes while developing social and problem-solving skills. It encourages active play through climbing structures, slides, and pretend firetrucks, building physical strength and coordination. The theme also helps teach important lessons about teamwork, safety, and helping others in a fun, memorable way.

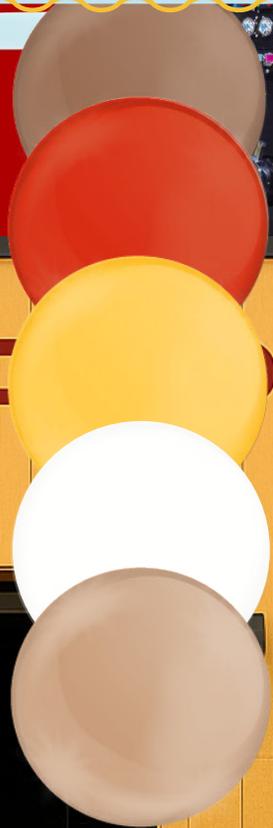


THE COLORS

Our palette was inspired by the traditional tones of Fire Stations, Fire Trucks and Fireman Uniforms. Red, white, and yellow are the standout colors for this park, while tan and brown set an earthy backdrop.



BASTROP FIRE DEPARTMENT





FIREMAN'S PARK

BASTROP, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

PROJECT	33134
OPTION	1 REV 1
DRAWING NAME	KPS-33134 R1
SHEET	2 OF 4
VIEW	SITE RENDERING



If this file has been transmitted electronically, the original is in the office of Kraftsman playground & water park equipment. The electronic document was released by Kraftsman for a specific use. No other use or modification may be made without the written consent of Kraftsman playground & water park equipment. All instruments of service, including original drawings, and specifications prepared by Kraftsman playground & water park equipment shall remain the property of Kraftsman and may not be used for any purposes not specifically agreed to in writing by Kraftsman. All reproductions of the instruments of service supplied to the owner may be used by the owner for any purposes related to the subject property. In the event that any changes are made in the plans and/or specifications by the owner or persons other than Kraftsman, any and all liability arising out of such changes shall be full responsibility of the owner unless owner has received Kraftsman's written consent for such changes.



FIREMAN'S PARK

BASTROP, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

PROJECT	33134
OPTION	1 REV 1
DRAWING NAME	KPS-33134 R1
SHEET	3 OF 4
VIEW	SITE RENDERING



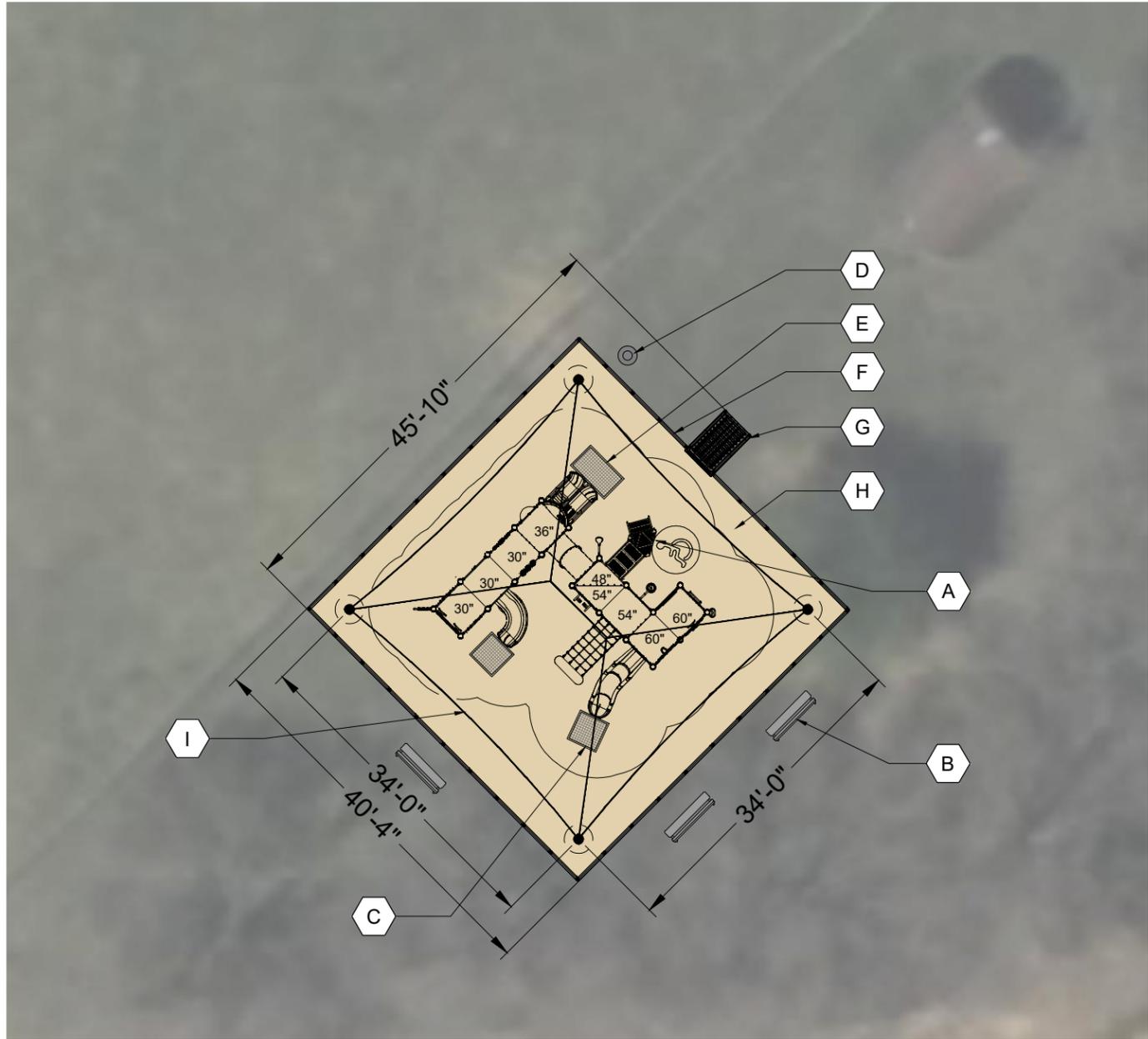
If this file has been transmitted electronically, the original is in the office of Kraftsman playground & water park equipment. The electronic document was released by Kraftsman for a specific use. No other use or modification may be made without the written consent of Kraftsman playground & water park equipment. All instruments of service, including original drawings, and specifications prepared by Kraftsman playground & water park equipment shall remain the property of Kraftsman and may not be used for any purposes not specifically agreed to in writing by Kraftsman. All reproductions of the instruments of service supplied to the owner may be used by the owner for any purposes related to the subject property. In the event that any changes are made in the plans and/or specifications by the owner or persons other than Kraftsman, any and all liability arising out of such changes shall be full responsibility of the owner unless owner has received Kraftsman's written consent for such changes.

CONTACT FOR PRICING	
PRODUCT INFORMATION	
CONSULTANT	CODY HUTCHERSON
OFFICE: 800-451-4869	CELL: 660-351-4767
EMAIL	CODYH@KRAFTSMANPLAY.COM

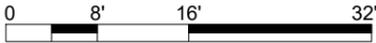
PLAYGROUND PLAN SCHEDULE		
DESCRIPTION	QTY	
NAME: FX5-EFR-212-0162		
TYPE: 5" STEEL/THEMED		
A	CAPACITY: 87	1
	AGE: 2-12	
	FALL HEIGHT: 5'	
B	6' Bench W/Back	3
	B6WBRCS	TYP
C	40" X 40" Mat	2
		TYP
D	Trash Receptacle	1
E	3' X 5' Mat	1
F	4' APS	39
	Border Timbers	
G	APS Accessible Half Ramp	1
H	EWf Surfacing	1600
	(40'x40')	SF
I	34'x34'x14' Standard	1
	Hip Shade.	
	Total post height: 15.5'	



N. T. S.



NORTH



FIREMAN'S PARK

BASTROP, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION



CONTACT FOR PRICING AND
PRODUCT INFORMATION

CONSULTANT	CODY HUTCHERSON	
OFFICE:	800-451-4869	CELL: 660-351-4767
EMAIL	CODYH@KRAFTSMANPLAY.COM	

Sign here to accept as shown:

Accepted by: _____

Date: _____



NAME: FX5-EFR-212-0162
 TYPE: 5" STEEL/THEMED
 CAPACITY: 87
 AGE: 2-12
 FALL HEIGHT: 5'



Graphic Representation.
 Refer to drawings/quotes for items included and not included.

FIREMAN'S PARK

BASTROP, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION



CONTACT FOR PRICING AND
PRODUCT INFORMATION

Item 12M.

CONSULTANT	CODY HUTCHERSON	
OFFICE:	800-451-4869	CELL: 660-351-4767
EMAIL	CODYH@KRAFTSMANPLAY.COM	



NAME: FX5-EFR-212-0162
TYPE: 5" STEEL/THEMED
CAPACITY: 87
AGE: 2-12
FALL HEIGHT: 5'



Graphic Representation.
Refer to drawings/quotes for items included and not included.

FIREMAN'S PARK

BASTROP, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION



FIREMAN'S PARK PRICING

★ COST BREAKDOWNS

FIRE STATION THEMED PLAYGROUND & SHADE	\$274,422.45
BUYBOARD DISCOUNT	-\$17,807.63

TOTAL: \$256,614.82



PROJECT DETAILS

Item 12M.

Mayfest Park

Bastrop, TX





Mayfest Park

BASTROP, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

PROJECT	33135
OPTION	2 REV 1
DRAWING NAME	KPS-33135-2R1
SHEET	2 OF 7
VIEW	SITE RENDERING



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Mayfest Park

BASTROP, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

PROJECT	33135
OPTION	2 REV 1
DRAWING NAME	KPS-33135-2R1
SHEET	3 OF 7
VIEW	SITE RENDERING



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Mayfest Park

BASTROP, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

PROJECT	33135
OPTION	2 REV 1
DRAWING NAME	KPS-33135-2R1
SHEET	4 OF 7
VIEW	SITE RENDERING



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Mayfest Park

BASTROP, TX

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PROJECT	33135
OPTION	2 REV 1
DRAWING NAME	KPS-33135-2R1
SHEET	5 OF 7
VIEW	SITE RENDERING



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Mayfest Park

BASTROP, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

PROJECT	33135
OPTION	2 REV 1
DRAWING NAME	KPS-33135-2R1
SHEET	6 OF 7
VIEW	SITE RENDERING



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LEGEND	
1	6' BENCH W/ BACK - 2 EA. TYP
2	HORSE SPRING RIDER
3	SHADE 40' X 40' X 12'
4	BORDER TIMBERS - 33 EA.
5	CONCRETE ACCESSIBLE RAMP
6	ENGINEERED WOOD FIBER - 2187 SF
7	SIDEWALK - 341 SF
8	SHADE 25' X 30' X 8'
9	6' PICNIC TABLE - 4 EA.
10	TRASH RECEPTACLE
11	6' ADA PICNIC TABLE - 2 EA.
12	CONCRETE SLAB - 986 SF
13	FX5-WST-212-0623 5" STEEL THEMED CAPACITY: 41 AGE: 2-12 FALL HEIGHT: 4'
14	ONE BAY SHADED SWING W/ BELT SEATS



Mayfest Park

BASTROP, TX

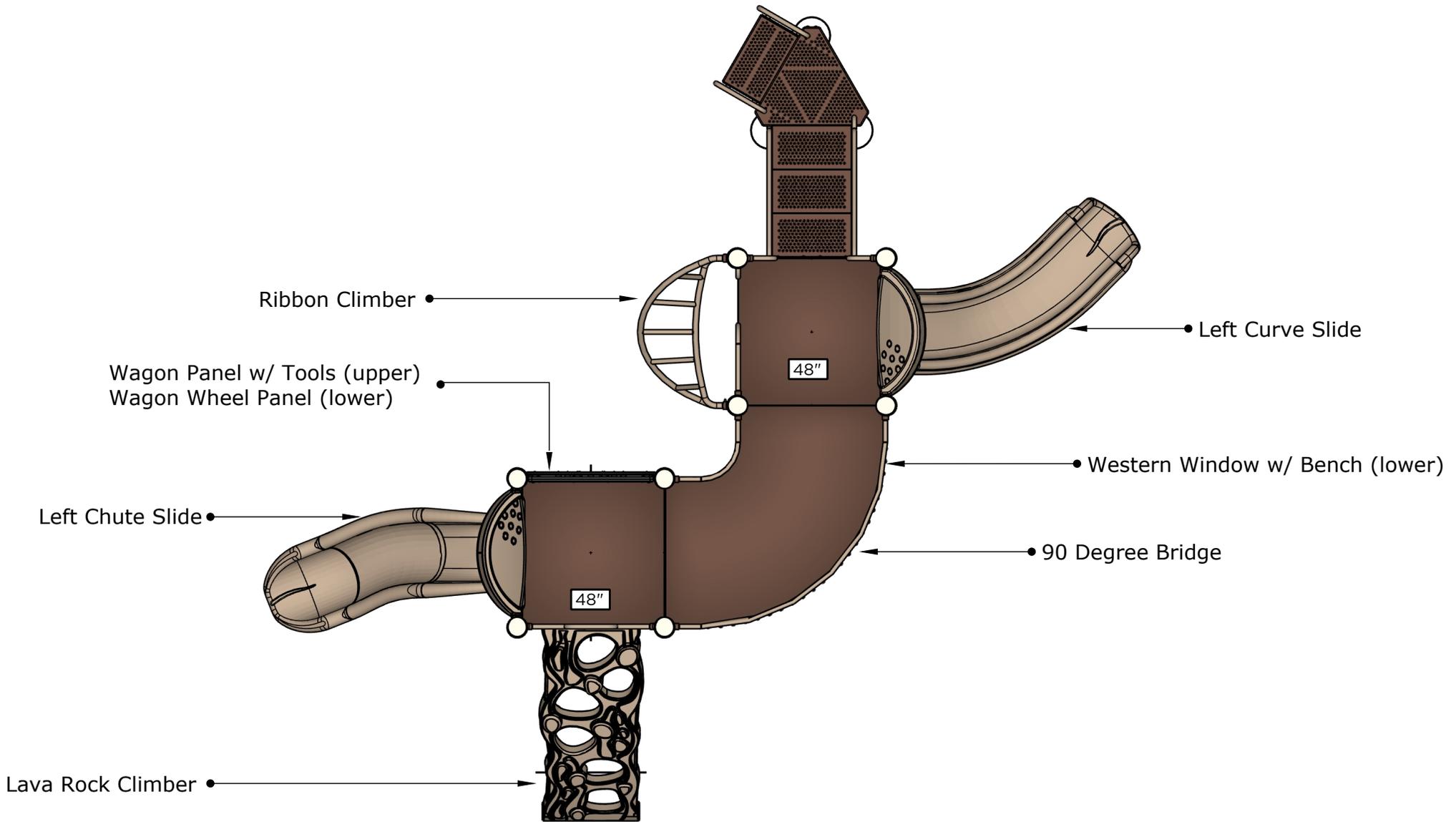
*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION



PROJECT 33135
 OPTION 2 REV 1
 DRAWING NAME KPS-33135-2R1
 SHEET 7 OF 7
 VIEW TOP RENDERING



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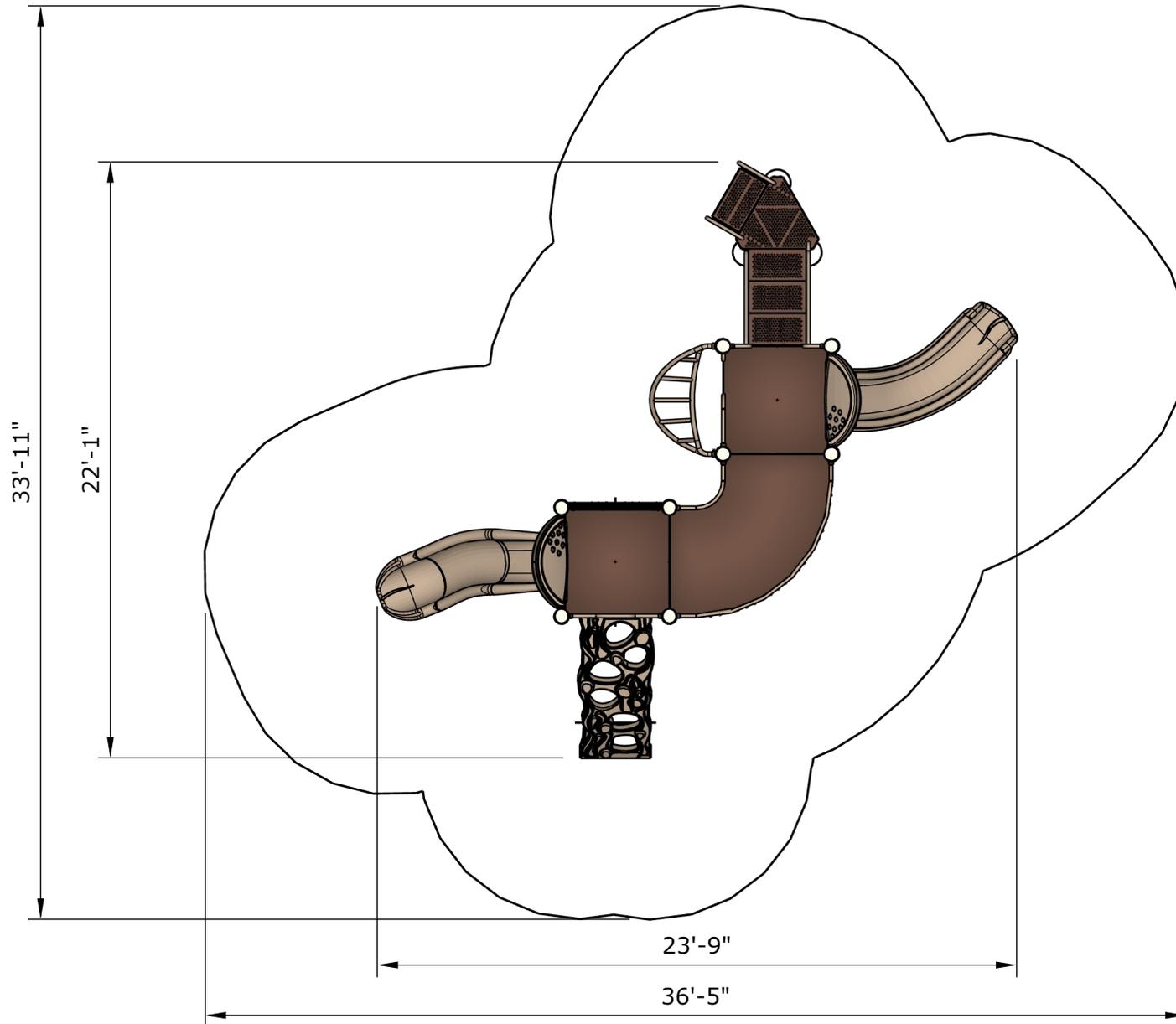


Mayfest Park

BASTROP, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION



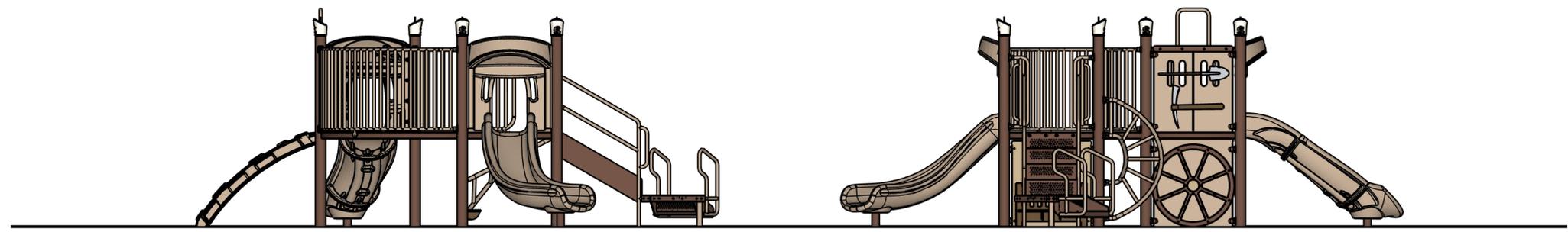
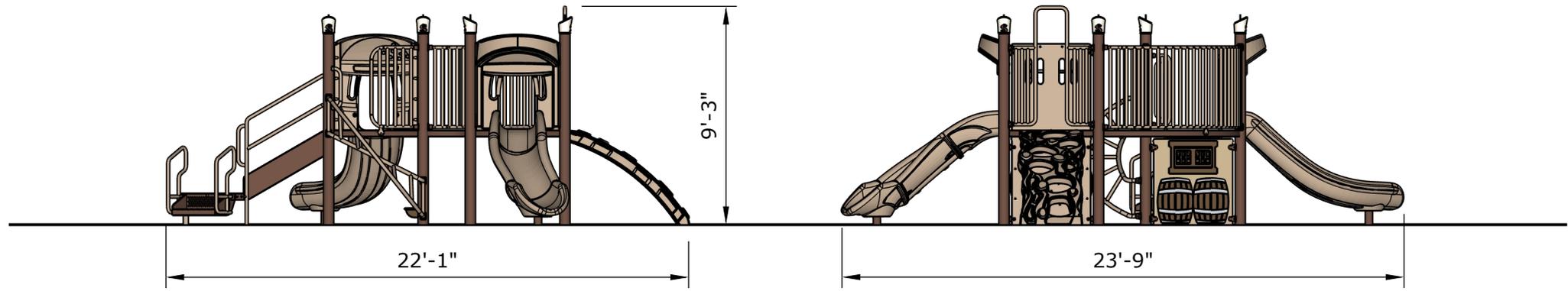


Mayfest Park

BASTROP, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION





Mayfest Park

BASTROP, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION



MAYFEST PARK PRICING

★ COST BREAKDOWNS

WESTERN THEMED PLAYGROUND, SHADE, AND SHADED PAVILION	\$266,330.99
BUYBOARD DISCOUNT	-\$16,282.81

TOTAL: \$250,048.18

PROJECT DETAILS



Fisherman's SplashPark

BASTROP, TX





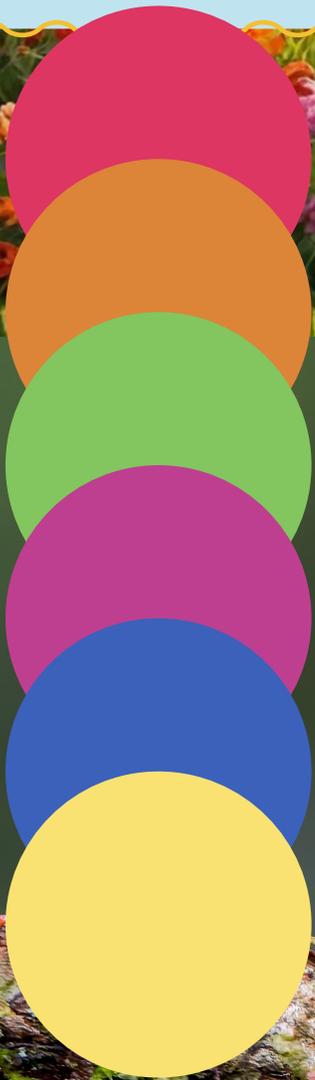
THE INSPIRATION

A nature-themed splash pad with rock elements offers kids a fun way to cool off while connecting with the outdoors. The rock features create a natural, adventurous feel, encouraging imaginative play and exploration. Built for hot Texas summers, it provides a safe, refreshing space that blends water fun with the beauty of nature.



THE COLORS

Our palette was inspired by the vibrancy of nature. From tree frogs to butterflies, boulders to flowers, the most vibrant colors exist in the things we see every day. Crisp waterfalls and blue skies top off this fresh color palette.





FISHERMAN'S SPLASHPARK

BASTROP, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

PROJECT	33596
OPTION	03
DRAWING NAME	KPS-33596-3
SHEET	2 OF 8
VIEW	SITE RENDERING



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FISHERMAN'S SPLASHPARK

BASTROP, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

PROJECT	33596
OPTION	03
DRAWING NAME	KPS-33596-3
SHEET	3 OF 8
VIEW	SITE RENDERING



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FISHERMAN'S SPLASHPARK

BASTROP, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

PROJECT	33596
OPTION	03
DRAWING NAME	KPS-33596-3
SHEET	4 OF 8
VIEW	SITE RENDERING



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FISHERMAN'S SPLASHPARK

BASTROP, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

PROJECT	33596
OPTION	03
DRAWING NAME	KPS-33596-3
SHEET	5 OF 8
VIEW	SITE RENDERING



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FISHERMAN'S SPLASHPARK

BASTROP, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

PROJECT	33596
OPTION	03
DRAWING NAME	KPS-33596-3
SHEET	6 OF 8
VIEW	SITE RENDERING



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FISHERMAN'S SPLASHPARK

BASTROP, TX

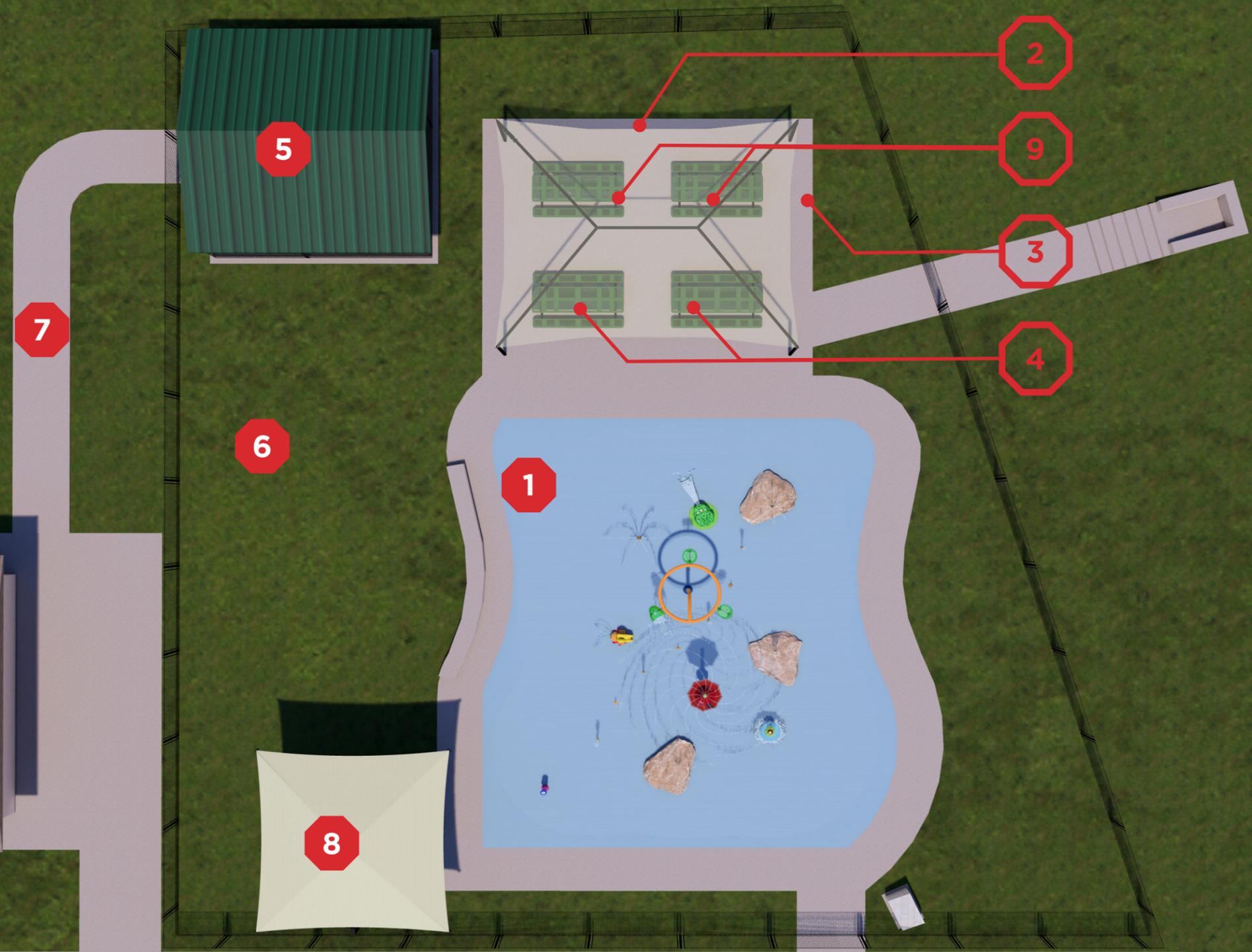
*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

PROJECT	33596
OPTION	03
DRAWING NAME	KPS-33596-3
SHEET	7 OF 8
VIEW	SITE RENDERING



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LEGEND	
1	2000 SF SPLASHPARK
2	20'X25'X9' HIP SHADE
3	696 SF CONCRETE SLAB
4	STANDARD PICNIC TABLE (2)
5	20'X20' FILTRATION ROOM
6	4000 GAL. HOLDING TANK
7	235 SF 5' WIDE SIDEWALK
8	NEW FABRIC FOR EXISTING SHADE (3)
9	EXISTING TABLE TO REMAIN (2)



FISHERMAN'S SPLASHPARK

BASTROP, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

PROJECT	33596
OPTION	03
DRAWING NAME	KPS-33596-3
SHEET	8 OF 8
VIEW	SITE RENDERING



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FISHERMAN'S PARK SPLASHPAD PRICING

★ COST BREAKDOWNS

RECIRCULATED SPLASHPAD WITH NEW SHADE	\$688,870.23
BUYBOARD DISCOUNT	-\$27,617.23
TOTAL:	\$661,253.00

PROJECT DETAILS



Minerva Delgado Park

Bastrop, TX





Minerva Delgado Park

BASTROP, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

PROJECT	33133
OPTION	1 REV 5
DRAWING NAME	KPS-33133-1R5
SHEET	2 OF 10
VIEW	SITE RENDERING



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Minerva Delgado Park

BASTROP, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

PROJECT	33133
OPTION	1 REV 5
DRAWING NAME	KPS-33133-1R5
SHEET	3 OF 10
VIEW	SITE RENDERING



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Minerva Delgado Park

BASTROP, TX

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PROJECT	33133
OPTION	1 REV 5
DRAWING NAME	KPS-33133-1R5
SHEET	4 OF 10
VIEW	SITE RENDERING



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Minerva Delgado Park

BASTROP, TX

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PROJECT	33133
OPTION	1 REV 5
DRAWING NAME	KPS-33133-1R5
SHEET	5 OF 10
VIEW	SITE RENDERING



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Minerva Delgado Park

BASTROP, TX

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PROJECT	33133
OPTION	1 REV 5
DRAWING NAME	KPS-33133-1R5
SHEET	6 OF 10
VIEW	SITE RENDERING



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LEGEND	
1	SPLASHPAD AREA (SEE CAD FOR DETAILS)
2	PLAY AREA (SEE CAD FOR DETAILS)
3	SHADE AREA (SEE CAD FOR DETAILS)
4	EXISTING SWING AREA



Minerva Delgado Park

BASTROP, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

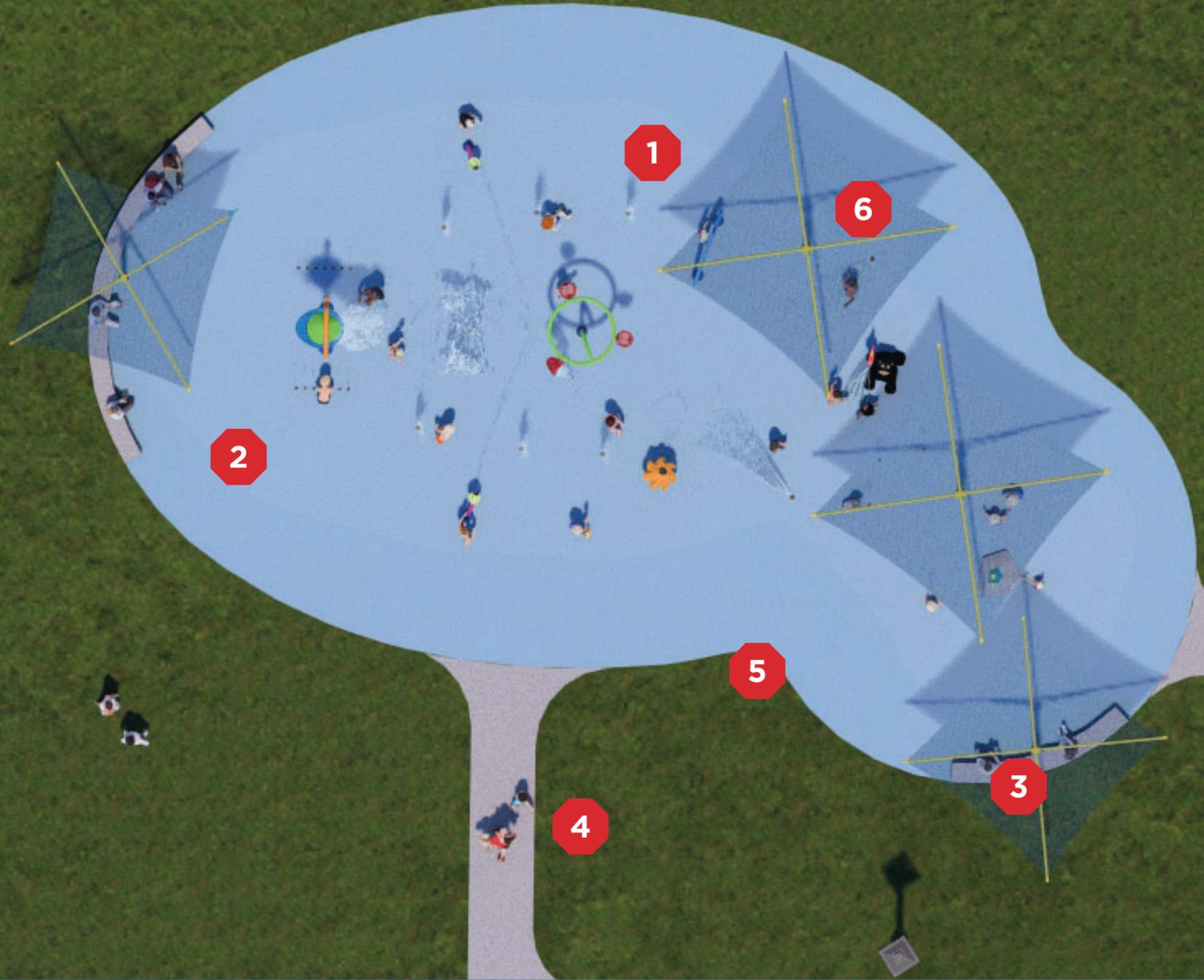
PROJECT 33133
 OPTION 1 REV 5
 DRAWING NAME KPS-33133-1R5
 SHEET 7 OF 10
 VIEW AERIAL
 RENDERING



KRAFTSMAN

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LEGEND	
1	SPLASHPAD (SEE CAD DRAWING FOR DETAILS)
2	30' CONCRETE SEATWALL
3	15' CONCRETE SEATWALL
4	SIDEWALK
5	14' HYPAR UMBRELLA SHADE - 2 EA.
6	16' HYPAR UMBRELLA SHADE - 2 EA.



Minerva Delgado Park

BASTROP, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

PROJECT 33133
 OPTION 1 REV 5
 DRAWING NAME KPS-33133-1R5
 SHEET 8 OF 10
 VIEW SPLASH AREA
 RENDERING



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LEGEND	
1	2 BAY SHADED SWING
2	TEAM SWING
3	BELT SEAT BAY
4	ROLLER TABLE
5	INCLUSIVE ORBIT
6	CONTRABASS CHIMES
7	TENOR TREE
8	FLOWER CHIMES GROUP
9	CONCRETE CURB - 147 LF
10	POURED IN PLACE RUBBER - 5311 SF
11	TRASH RECEPTACLE
12	6' BENCH W/ BACK - 2 EA.
13	16' HYPAR UMBRELLA SHADE - 2 EA.
14	CONCRETE PAD FOR RELOCATED TABLE
15	KP5-32111 RAMPED PLAY STRUCTURE CAPACITY: 118 AGE: 2-12 FALL HEIGHT: 7'



Minerva Delgado Park

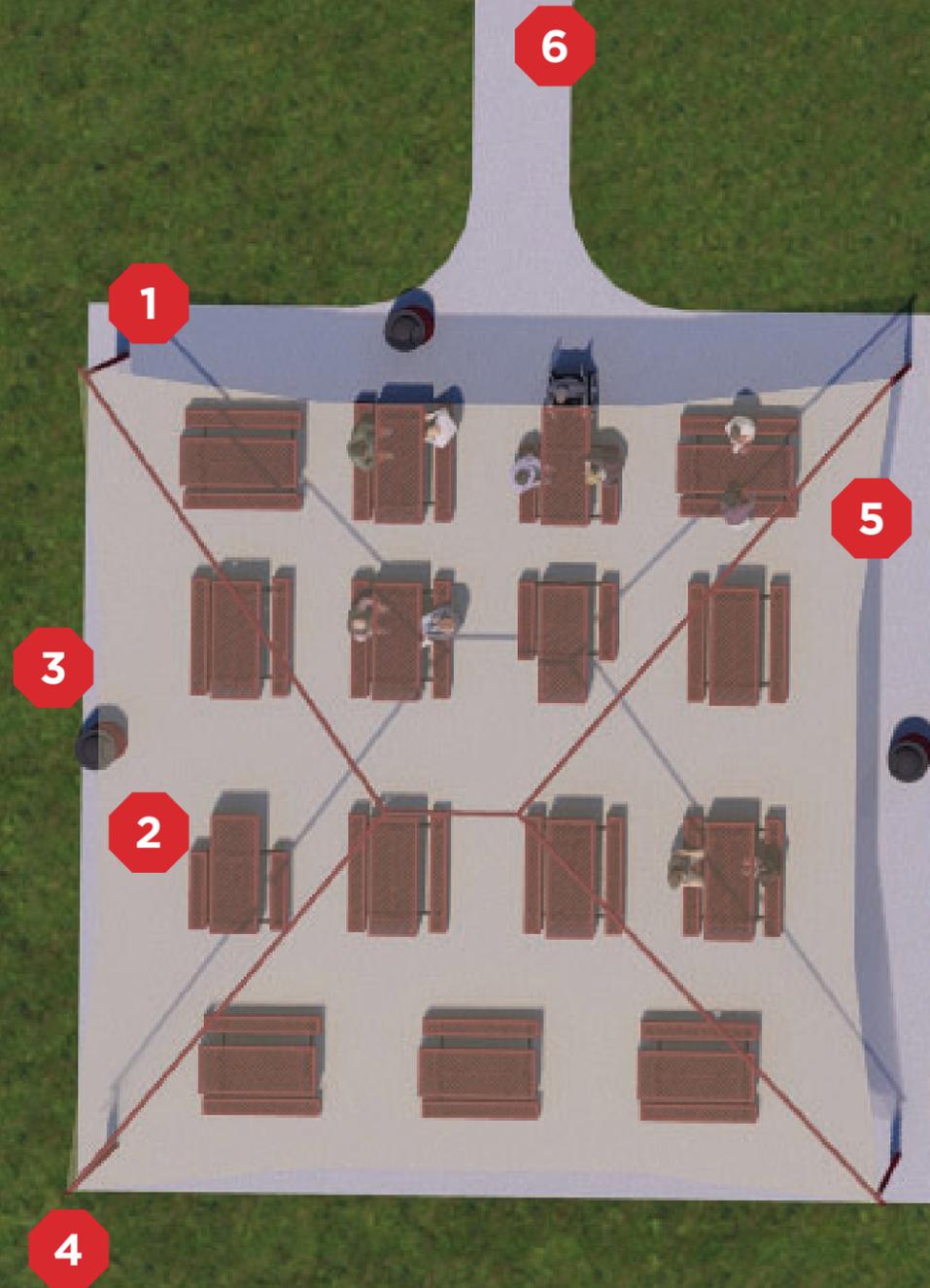
BASTROP, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

PROJECT | 33133
 OPTION | 1 REV 5
 DRAWING NAME | KPS-33133-1R5
 SHEET | 9 OF 10
 VIEW | PLAY AREA



LEGEND	
1	6' PICNIC TABLE
2	6' ADA PICNIC TABLE
3	TRASH RECEPTACLE - 3 EA.
4	40' HIP SHADE
5	CONCRETE PAD - 1936 SF
6	SIDEWALK



Item 12M.

Minerva Delgado Park

BASTROP, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

PROJECT 33133
 OPTION 1 REV 5
 DRAWING NAME KPS-33133-1R5
 SHEET 10 OF 10
 VIEW SHADE AREA
 RENDERING



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DELGADO PARK PRICING

★ COST BREAKDOWNS

RE CIRCULATED SPLASHPAD, ALL ABILITIES \$1,798,839.95

PLAYGROUND & LARGE SHADED SEATING

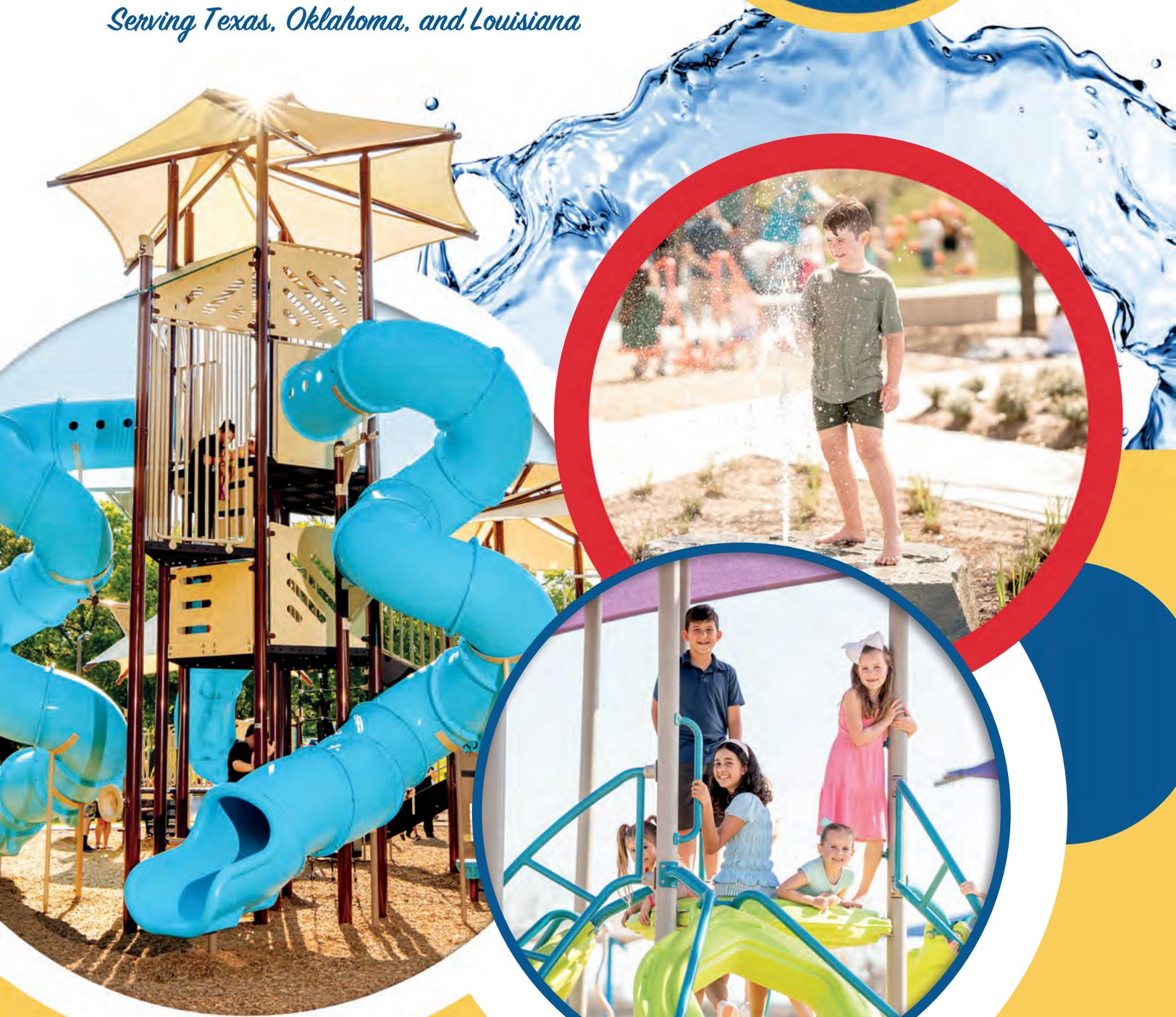
BUY BOARD DISCOUNT -\$98,652.47

TOTAL: \$1,700,186.88

Building Fun Since 1981!



Serving Texas, Oklahoma, and Louisiana





We provide service to architects, cities, counties, HOA's, schools, churches and more.

Great parks don't just happen they require planning. The Kraftsman Krew is here to turn your vision to reality!

Good planning means knowing as much about play as about play equipment. At Kraftsman, we know both! More importantly, we know how they work together to support development. Every good playground begins with the first step. At Kraftsman, we not only help you take that first step, we make sure it is in the right direction.

Our knowledgeable staff is capable of assisting you with every aspect of playground planning. From safety concerns through complex designs and installation issues, you will be guided each step of the way with confidence, which comes from years of experience.

We work with our own qualified and dedicated playground installation Krews, allowing us to give you a turn-key project. Every Kraftsman employee is committed to quality and we are ready to assist you in your next playground project!

Kraftsman has been serving Texas since 1981 and will continue to offer the same outstanding quality and Kraftsmanship that got us to where we are today – a successful and growing company with many satisfied customers, a professional staff, and a reputation for providing only the best products and services available.

We design our *parks and playgrounds* to be fun **AND** safe!

At Kraftsman, we take pride in providing safe and fun environments for children to play. We meet or exceed the standards and rules of the U.S. Consumer Product Safety Commission (CPSC) and ASTM International when we design and install playground equipment and safety surfacing.

These same standards are applied to our aquatic SplashParks. Our equipment is designed to meet the requirements of CDC, International Swimming Pool and Spa Codes, and local health codes. Kraftsman's experienced team can help you select the best equipment and filtration system for your community's needs, as well as train your staff on how to maintain it afterwards.

Kraftsman has been a family-owned business since 1981 and can provide design and installation services for all brands and styles of play equipment, aquatic SplashPark equipment, site amenities, sports and outdoor fitness equipment, skate parks, and more.

We Provide

- Design and site layout assistance for compliance with Federal Safety Guidelines
- Assistance with product selection
- Arrangement of shipping
- Receiving of product at our warehouse to eliminate onsite receiving and storage
- Professional installation onsite
- Resilient safety surfacing installation
- Future maintenance services

Plus

FREE On Site Evaluations

FREE Layout Assistance

FREE Personalized Design Help

FREE CAD Blocks and CSI Specifications

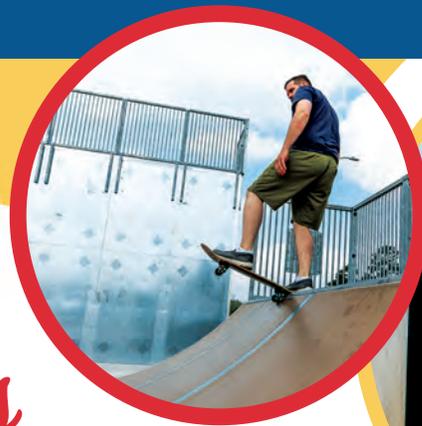
FREE Safe Zone and Ground Cover Assessment

FREE Consultation of ADA Compliance



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Our Services

PLAYGROUND EQUIPMENT

- Steel Play Structures
- Recycled Plastic Play Structures
- Wooden Play Structures
- Tower Play Structures
- Rope Net Climbers
- Swings
- Spring Bouncers
- Musical Play
- Inclusive Play

AQUATIC EQUIPMENT

- Aquatic SplashParks
- Water Slides
- Pool Play Equipment

PARK FURNISHINGS

- Picnic Tables
- Benches
- Litter Receptacles
- Grills
- Bike Racks
- Park Shelters
- Gazebos
- Bridges
- Bleachers
- Water Fountains
- Shade Covers

SPORTS

- Pickleball
- Basketball
- Volleyball
- Soccer
- Outdoor Fitness Equipment

SKATE RAMPS

- Ramps
- Grind Rails

SAFETY FALL SURFACES

- Poured in Place Rubber
- Engineered Wood Fiber
- Loose Fill Rubber
- Synthetic Turf
- Molded Plastic Timber Borders
- Molded Plastic ADA Ramps

SERVICES

- Design Assistance/CAD Blocks
- Equipment Installation
- Repairs to Existing Equipment



Superior Recreational Products Comprehensive Warranty

Limited Warranty: Product

Superior Recreational Products (SRP) warrants that its product will be free from defects in materials and workmanship as well as maintain structural integrity for the periods listed below from the date of invoice and once SRP has been paid in full. This warranty is in effect only if the product has been assembled and installed strictly in accordance with the setup instructions provided by SRP, good construction practices, and has been subjected only to normal use and exposure.

- Lifetime* Warranty on playground steel and recycled posts, all stainless steel hardware, c-line fittings, and aluminum post caps
- 20-Year Limited Warranty on steel shade framework
- 15-Year Limited Warranty on playground pipes, rungs, loops and rails, roto-molded plastics, HDPE plastic sheets, punched steel decks, and recycled decks
- 10-Year Limited Warranty on shelter structures and shade fabric
- 7-Year Limited Warranty on textured polyethylene and thermoplastic coatings
- 5-Year Limited Warranty on site amenity frames, nets, and powder coat
- 3 Year Limited Warranty on electronic play
- 1-Year Limited Warranty on moving parts, cables, and materials not covered above

The Limited Warranty excludes abnormal conditions, contingent liability, cosmetic defects such as scratches, dents, marring, stripping, peeling, or fading; damage due to incorrect installation, vandalism, misuse, accident wear and tear from normal use; exposure to extreme weather, immersion in salt or chlorine water, damage due to sand, salt spray, or other abrasive and corrosive material; unauthorized repair or modification, abnormal use, or lack of maintenance. The warranty does not cover damages due to “acts of God” such as hail, flooding, lightning, tornadoes, sand storms, shifts of terrain, earthquakes, mudslides, and windstorms.

SRP does not warrant product for defects caused by erection, harsh site conditions, lack of maintenance, and/or other conditions beyond SRP’s control. SRP will not be held responsible for any materials that were not properly stored prior to installation. SRP reserves the right to void the limited warranty if it not installed per the installation instructions and/or unauthorized modifications.

In the unlikely event of failure, SRP reserves the right to alter the design, color, or contributing factors to rectify the condition and help prevent any future reoccurrence(s). SRP has the option to repair or replace any defect in materials.

The warranty is void if any changes, modifications, additions, or attachments are made to the product without the written consent of the manufacturer.

No signs, objects, ornaments, fans, lights, fixtures, or decorations may be hung from the structure unless specifically designed and engineered by the manufacturer or has manufacturers written approval.

SRP excludes any implied warranty of merchantability, fitness, or purpose, and there are no warranties which extend beyond the description of the face hereof. Under no circumstances will SRP be responsible for any indirect, special, consequential, incidental, or liquidated damages due to breach of warranty and such damages are specifically excluded from the warranty.

The owner shall notify SRP with original Sales Order Number issued from SRP to arrange for an inspection within 30 days after discovery of any defect under this warranty and before any alteration or repair is made or attempted. This Limited Warranty shall be null and void if the owner makes any alterations in design.

This warranty is the only express warranty given by the company. No person has authority to change or add to these obligations and liabilities. The company reserves the right to determine whether the fault is caused by faulty workmanship, material, or the part that is defective.

SRP will repair or replace at its discretion any defective part/s on an Ex-Works basis only. It is the responsibility of the customer to return the whole unit or the defective part/s at their own cost back to SRP for inspection along with proof of the date of purchase. SRP will not be liable for any costs incurred by the customer as a result of replacing the defective part/s, including but not limited to the costs of site visits and the labor costs involved with the removal and reinstallation of the whole unit or the defective part/s. Furthermore SRP will not be liable for any claimed compensation while the unit is not working or not present at the site whatsoever. This guarantee does not entitle the customer to a complete new product due to a defective component.

Limited Warranty: Structural Steel

Shade | SRP offers a 20-year Limited Warranty on structural steel frames for shade canopies against failure due to rust-through corrosion under normal environmental conditions. Should the fabric or parts need to be replaced under the warranty, SRP will manufacture and ship new replacement parts at no charge for the first ten years, thereafter pro-rated at 10% per annum over the last ten years.

Shelter | SRP offers a 10-year Limited Warranty on structural steel frames against failure due to rust-through corrosion under normal environmental conditions. Should the parts need to be replaced under the warranty, SRP will manufacture and ship new replacement parts at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years.

Site Amenities | SRP offers a 5-year Limited Warranty on structural supports for tables and benches to the original purchaser to be free of rust outs that would compromise structural integrity.

Playgrounds | SRP offers a *Lifetime Limited Warranty on structural steel frames against failure due to rust-through corrosion under normal environmental conditions. Should the parts need to be replaced under the warranty, SRP will manufacture and ship new replacement parts at no charge for the first ten years, thereafter pro-rated at 50% for the second ten years and 25% from there on.

All Steel | Workmanship is warranted for a period of five years. This steel warranty shall be void if damage to the steel is caused by the installer or from physical damage, damage by salt spray or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.

Limited Warranty: Powder Coat

Superior Recreational Products offers a 5-year Limited Warranty for powder coating to the original purchaser. This Limited Warranty is for factory applied finish only. Damage occurring from shipping, erection, vandalism, accidents, or field modification is not covered in this limited warranty and will require field touch-up immediately and periodically thereafter. The owner must report any defect in powder coat at the time the installation is completed. Not covered by this Limited Warranty are acute angles, welds, and end plates.

The Limited Warranty for powder coating provides the following after a 5-year exposure period when applied according to the recommendations listed on the product's technical data sheet and appropriate surface preparation has been utilized.

- The coatings shall retain their original color with a ΔE of <7.5 units for high chroma colors (yellows, reds, oranges, etc.) and a ΔE of <5.0 units for low chroma colors, when tested in accordance with ASTM D 2244.
- The coating shall retain a minimum of 50% of its original gloss level after washing, when tested in accordance with ASTM D 523.
- The coating shall exhibit chalking no worse than numerical rating of 6, when evaluated in accordance with ASTM D 659-80.

Stainless Steel Series Powered by Playdale Playgrounds

Playdale Playgrounds warrants its products to the original customer to be free from structural failure due to defect in materials or workmanship during normal use and installation in accordance with the published specifications. The warranty shall commence on the date of the invoice and terminate at the end of the period on the full warranty statement. The warranty is valid only if the products are installed properly and in conformance of the specifications, installation guides, Playdale Playgrounds design layout, and properly maintained in accordance with the maintenance schedule provided within the installation instructions. Playdale Playgrounds reserves the right to accept or reject any claim in whole or in part. Playdale Playgrounds will not accept the return of any product without prior approval by Playdale management.

Textured Polyethylene and Thermoplastic

SRP offers a 7-year Limited Warranty to the original purchaser of the products to be free of corrosion on seats and tops that results in bare metal exposure after the date of purchase, excluding any corrosion that may be the result of vandalism or intentional stripping of any of the coating.

Electronic Play

SRP guarantees the speakers, sound chips, and circuit boards used in the production of their electronic play products for 3 years against electronic failure caused by manufacturing defects. This guarantee does not include failure as a result of any form of misuse, vandalism, or neglect including, but not limited to, accidental damage while changing the batteries or servicing the internal electronics, a failure to follow the battery replacement guide, the troubleshooting guide, or the care and maintenance instructions for the electronics units.

Shade Fabric

Traditional shade fabric made with PTFE fiber that is high strength and low shrinkage and VALMEX® MEHATOP F 1 waterproof fabric, carries a 10-year limited warranty. This warranties that the sewing thread used on the traditional shade fabric will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather, and water. All other warranties are disclaimed.

SRP fabrics carry a 10-year Limited Manufacturer's Warranty from the date of delivery against failure from significant fading**, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, SRP will manufacture and ship new fabric at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years.

**The colors red and yellow are warranted against significant fading for only two years. If the corners of the fabric are equipped with both holes in the fabric corner PLUS reinforcing straps, BOTH the strap and fabric hole must be placed over each corner hook or the fabric warranty is void.

Fabric curtains, valences, or flat vertical panels are not covered under the warranty.

Fabric is not warranted where it is installed on a structure that is not engineered and built by SRP or its agents.

This warranty shall be void if damage to or failure to the shade is caused by contact with chemicals, chlorine, bleaching agents, hydrocarbons or hydrocarbon containing solvents, misuse, vandalism, or any act of God, including but not limited to wind in excess of the wind limitations set forth below.

All fabric tops are warranted for sustained winds up to 76mph (Hurricane Force 1) and for gusts of up to 3 seconds duration up to 90mph. Removal of the shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season."



These structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces, or ridge beams, or if the fastening apparatus or canopy are not secured accordingly.

Structures are warranted for winds up to 90 or 105 mph only if shade canopies have been removed as per requirement set forth above in the fabric paragraph. Removal and re-installation must be performed by a qualified person or authorized dealer.

Pricing Policy

All prices are F.O.B. factor and do not include freight, installation, shipping and handling, surfacing, or applicable taxes. All prices listed were current at the time of printing and in U.S. currency. Prices are subject to change without notice.

Cancellation and Return Policy

To view our return policy, please visit superiorrecreationalproducts.com/returns. For Information on Return Material Authorizations please call 1.800.327.8774.

Shipping Policy

To view our shipping policy, please visit superiorrecreationalproducts.com/shipping. For any further information please call 1.800.327.8774.

**For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all parts will be free from defects in materials and manufacturing workmanship. This warranty does not cover damage caused by vandalism, misuse or abuse, altered or modified parts, or cosmetic damage such as scratches, dents, or fading or weathering and normal wear and tear. This warranty is valid only if the structures are installed in conformity with instructions provided by Superior Recreational Products using approved Superior Recreational Products parts. Superior Recreational Products will deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for labor or the labor costs of replacement. Warranty claims must be filed within the applicable warranty period and accompanied by a sales order or invoice number.*

VORTEX LIMITED WARRANTY

All Vortex Aquatic Structures International (“Vortex”) aquatic play equipment is designed and manufactured to the highest standards of quality and workmanship. Vortex warrants that all its products will be free of defects in manufacturing, workmanship and material for the coverage periods listed below only if the specified environmental parameters are met and none of the exclusions apply.

REGISTRATION

All warranties commence on the date of Vortex’s invoice. Should any failure to conform to the warranties appear within the applicable warranty coverage periods, Vortex shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 90 days of written notification.

COVERAGE PERIODS

25 YEARS	10 YEARS	5 YEARS	2 YEARS	1 YEAR
<ul style="list-style-type: none"> Stainless steel tubing 	<ul style="list-style-type: none"> Structural Stainless Steel* Weld workmanship Spraylink™ underground system 	<ul style="list-style-type: none"> Aluminum Brass Polymer Panels Spray nozzles 	<ul style="list-style-type: none"> Finishes Galvanized steel structures Plumbing Components Mechanism & Hardware Polymer Elastomer 	<ul style="list-style-type: none"> Concrete Components Electrical Components Paint graphic & Decal Fiberglass composite

*Stainless steel used for climbable structures or used to hold a minimum weight of 240 lbs.

EXCLUSIONS TO LIMITATIONS

Except as expressly set out herein, all warranties provided by the manufacturers and distributors of components, equipment, and parts (“Manufacturer”) on products are hereby assigned to the owner, to the extent permitted by the Manufacturer, as the owner’s sole and exclusive remedy with respect to such items. Any assistance by Vortex and/or its authorized partners with regard to component warranties shall not constitute an adoption of the responsibilities of a component manufacturer with regard to its component warranties. This Limited Warranty also does not apply to the following items:

- Careless manipulation (including but not limited to mishandling, repackaging and transport) of Vortex equipment (products, systems, subassemblies and parts);
- Exceeding product and system design capacities;
- Misapplication, abuse, misuse, and/or operation of the equipment outside the parameters described in the user manual and/or design layouts provided by Vortex;
- Failure to ensure that the structures and/or equipment are only subjected to normal use for the purpose for which the products were designed;
- Failure to erect and/or install products according to the installation and assembly instructions provided by Vortex;
- Addition or substitution of parts or modification of any type to Vortex equipment or components unless approved by Vortex in writing;

VORTEX LIMITED WARRANTY (CONT.)

Item 12M.

7. Use of non-original manufacturer replacement parts;
8. Subjecting the structures and/or equipment to modification, alteration, or repair by persons other than the Seller or Seller's designees in any respect which, in the judgment of the Seller, affects the condition or operation of the structures and or components;
9. Products, equipment and parts that are exposed to water chemistry profiles outside environmental parameters and swimming pool industry standards;
10. Failure to properly winterize equipment according to best practices and the procedures and documentation provided by Vortex, including but not limited to improper drainage in freezing conditions;
11. Accidental damage, fire, acts of God or other circumstances outside the control of Vortex;
12. Personal injury due to improper use of Vortex equipment;
13. Vandalism;
14. Failure or Neglect to carry out regular inspection and maintenance of Vortex equipment according to best practices and the procedures and documentation provided by Vortex taking into account its frequency of use and the surrounding environmental conditions;
15. Product installed within 500 yards of saltwater shoreline will be covered for half the period of the standard warranty up to a maximum of 5 years, for defects caused by corrosion;
16. Damage or deterioration of cosmetic surface finishes, including cracking, crazing, discoloration, air voids, fading, or oxidation of gel coat, fabrics, vinyls, plastics, painted items or stainless steel finishes.

CLAIMS

To make a claim, please contact your local representative or send your written statement of claim, along with the original project number and/or project name to Vortex by:

Email: support@vortex-intl.com

Mail: Vortex Aquatic Structures International, 7800 Trans Canada, Pointe-Claire, QC, H9R 1C1, Canada

Fax: +1.514.989.0413

To contact Vortex with any questions or comments with regards to this warranty, call 1.877.586.7839 (free USA/CANADA) or +1.514.694.3868 (INTERNATIONAL) or send email to support@vortex-intl.com.

To contact Vortex with general questions or comments, call 1.877.586.7839 (free USA/CANADA) or +1.514.694.3868 (INTERNATIONAL) or send email to info@vortex-intl.com.

Vortex Aquatic Structures International is not liable for any incidental expenses, inconvenience or loss due to warranty claims. For approved warranty replacements, Vortex shall deliver the repaired or replacement part or parts via economical ground shipping free of charge for one year from the date of the seller's invoice. After that period, shipping charges will be incurred by the client. Vortex will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. Replacement parts will be warranted for the balance of the original warranty. In no event shall Vortex have any liability or responsibility for any special, indirect, incidental, consequential or exemplary damages or for lost profits or costs for removal and installation required to perform repairs or replacements, including any labor, travel and rental equipment costs arising out of this warranty or any other agreement, the transactions contemplated hereby, the products or the use of the products.



vortex-intl.com
Vortex Aquatic Structures International

1.877.586.7839 (USA & Canada)
+1.514.694.3868 (International)



WATER ODYSSEY™
BY FOUNTAIN PEOPLE
A PLAYCORE Company

Warranty Statement

Warranty

Fountain People shall warrant all properly installed and maintained Water Odyssey™ equipment (excluding consumables) for a period of one year from date of shipment, unless otherwise qualified, below. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. Fountain People, at its option, shall replace or repair any materials, components, or workmanship found to be defective, within the warranty period when returned to the factory, freight prepaid. No equipment or parts may be returned to Fountain People for repair or replacement without a factory issued RMA (Return Material Authorization).

Special Provisions

The following equipment shall be warranted for the terms noted when properly installed and maintained:

Structural Pipe: Stainless steel pipe and anchor bases used in the fabrication of Water Odyssey™ play equipment shall be warranted against structural failure for a period of 25 years.

Finish Coating: Shall be warranted for a period of 2 years against peeling or fading under normal environmental conditions.

ColorCast™ Accents: Shall be warranted for a period of 2 years against fading or cracking under normal environmental conditions.

Nozzles: Brass or stainless steel, 5 Years. PVC nozzles, 2 years.

Polyurethane Components (including Fun Forms™) shall be warranted for a period of 2 Years.

Water Odyssey™ Dynamic Sequencing Control Module 02-6210, Valve Boxes and Fiberglass Components shall be warranted against defects for a period of 3 years. All DSC Controller components, other than the 02-6210 module, are warranted for 1 year.

UV Disinfection Units Manufactured by ETS/ATG UV (excluding consumables) shall be warranted for a period of five (5) years after commencement of operation providing that the owner has entered into a service agreement with a factory trained and certified representative to annually (during the warranty period) service the unit as outlined in the Basic Operator's Guide using original manufacturers parts.

Exclusions

This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, or other conditions beyond the control of Fountain People. Nor does this warranty cover labor, freight charges, or incidental materials required to implement repairs. Fountain People shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by Fountain People. Fountain People will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. These extraordinary costs shall be the responsibility of the customer, regardless of the reason necessitating removal of the product from service. This warranty may exclude damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals to treat water. No other warranty, expressed or implied, exists beyond that included in this statement.