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**July 14, 2026**

**Regular City Council Meeting at 6:30 PM**

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

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

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

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

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

**3. INVOCATION - Dale Burke, City of Bastrop Police Chaplain**

**4. PRESENTATIONS**

4A. Mayor's Report

4B. Council Members' Report

4C. City Manager's Report

- City Council Retreat

- Equal Access for Civic, Political, and Constitutional Advocacy Organizations
- Historic Overlay
- Jack of Hearts

[4D.](#) Proclamation - Park and Recreation Month

[4E.](#) Proclamation - Hot Car Awareness Day

**5. WORK SESSIONS/BRIEFINGS**

5A. **DISCUSSION:** Local Option Election in the City of Bastrop

**6. STAFF AND BOARD REPORTS**

**7. CITIZEN COMMENTS**

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

**8. CONSENT AGENDA**

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

[8A.](#) Consider action to approve Resolution No. R-2026-98 of the City Council of the City of Bastrop, Texas, amending the Code of Ordinances, Chapter 12 Titled "Traffic and Vehicles" Article 12.04.007 Titled "Other Zone Restrictions" amending the ordinance to remove verbiage associated with zone restrictions for Alley A and allowing for the removal of fourteen (14) signs on six (6) poles related to school zones and speed limits, removed by the Streets and Drainage department. Authorizing the Chief of Police to execute all necessary documents.

Submitted by: Vicky Steffanic, Chief of Police

[8B.](#) Consider and act on Resolution No. R-2026-100, approving participation in a limited future local match and matters related thereto for the Capital Area Rural Transportation System ("CARTS") Mobility Hub proposal at the Bastrop Public Library, and Climate Pollution Reduction Grant ("CPRG") activities; as attached in Exhibit A.

Vivianna Nicole Andres, Assistant to the City Manager

8C. Consider action to approve Resolution No. R-2026-102 of the City Council of the City of Bastrop, Texas, approving the execution of an Interlocal License Agreement between the City of Bastrop and Bastrop County Emergency Services District No. 3, related to the use of space at the City's Downtown Fire Station, as attached as Exhibit A.

Submitted by: Andres Rosales, Assistant City Manager

8D. Consider and act to approve Resolution No. R-2026-103 of the City of Bastrop, Texas, authorizing the commitment of additional local funds for the Texas General Land Office Community Development Block Grant – Disaster Recovery (CDBG-DR) Program, Contract No. 22-085-059-D316; authorizing execution of all necessary documents; providing for severability; and providing an effective date.

Submitted by: Judy Sandroussi, Finance Director

8E. Consider and act to approve the first reading of Ordinance No. 2026-25 of the City Council of the City of Bastrop, Texas approving the Fiscal Year 2027 Annual Service Plan Update, including provisions related to assessments for the Valverde Public Improvement District; approving a Fiscal Year 2026 - 2027 assessment roll for the District; and move to include on the July 28, 2026, City Council Consent Agenda for a second reading.

Submitted by: Judy Sandroussi, Finance Director

8F. Consider and act on Resolution No. R-2026-86 to award a \$30,000 Hotel Occupancy Tax (HOT) incentive grant to Hyatt Regency Lost Pines Resort & Spa to secure the NIKE FY29 North America Coaches Conference in September 2028.

Submitted by: Michaela Joyce, Discover Bastrop Director

8G. Consider and act on Resolution No. R-2026-87 to award a \$30,000 Hotel Occupancy Tax (HOT) incentive grant to Hyatt Regency Lost Pines Resort & Spa to secure the HOUSE RX Conference in April 2027.

Submitted by: Michaela Joyce, Discover Bastrop Director

8H. Consider and act to approve the Bastrop City Council minutes from the June 9, 2026, Regular Meeting, the June 23, 2026, Regular Meeting, and the June 26, 2026, Special Meeting.

Submitted by: Victoria Psencik, TRMC, Assistant City Secretary

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

9A. Consider and act on Resolution No. 2026-110 in support of Chief Steffanic for her various accomplishments and contribution to the Bastrop Police Department.

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

9B. Consider an act to approve Ordinance No. 2026-24 providing funds for paying contractual obligations incurred or to be incurred for (1) constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping the City's water and wastewater system, including Water Wastewater Plant #3; and (2) payment of

professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates.

Submitted by: Judy Sandroussi, Finance Director

- [9C.](#) Consider and act to approve the first reading of Ordinance No. 2026-21 of the City Council of the City of Bastrop, Texas, amending the operating and capital budget for the Fiscal Year 2026 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date; and move to include on the July 28, 2026, City Council Consent Agenda for a second reading.

Submitted by: Judy Sandroussi, Finance Director

- [9D.](#) Conduct a public hearing, consider and act on the first reading of Ordinance No. 2026-20 to amend Chapter 10 of the Code of Ordinances, Subdivisions, as shown in Exhibits A-C, and move to include on the July 28, 2026, City Council Consent Agenda for a second reading.

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

- [9E.](#) Conduct a public hearing, consider and act on the first reading of Ordinance No. 2026-23 to the City Council to amend Chapter 14 of the Code of Ordinances, Bastrop Development Code (BDC), as shown in Exhibits A-H, and move to include on the July 28, 2026, City Council Consent Agenda for a second reading.

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

- [9F.](#) Consider and act on Resolution No. R-2026-106 to conduct a Feasibility Study with the YMCA of Greater Austin to be performed by Triangle 2, Inc.

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

- [9G.](#) Consider and act on Resolution 2026-107 ratifying \$2,160 in waived fees for the funeral services for Willie Ruth Hodge.

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

- [9H.](#) Consider and act on Resolution No. R-2026-109 in the amount of \$74,000 to conduct Phase 2 of the Hospital Feasibility Study.

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

- [9I.](#) Consider and act on an amendment to the Code of Ordinances Sec. 14.09.015 Penalties, related to historic structures, and adopting language in the Local Government Code Chapter 315.006 Liability for Adversely Affecting Historic Structure or Property.

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

## **10. EXECUTIVE SESSION**

- 10A. City Council shall convene into a closed executive session pursuant to Texas Local Government Code Section § 551.087 to deliberate regarding Economic Development with Pearl River, developer for Sendero.

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

12. ADJOURNMENT

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place convenient and readily accessible to the general public, as well as to the City's website, [www.cityofbastrop.org](http://www.cityofbastrop.org) and said Notice was posted on the following date and time: July 8, 2026 at 5:30 p.m. and remained posted for at least two hours after said meeting was convened.

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



# STAFF REPORT

**MEETING DATE:** July 14, 2026

**TITLE:**

Mayor's Report

**AGENDA ITEM SUBMITTED BY:**

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

**POLICY EXPLANATION:**

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

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

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

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



# STAFF REPORT

**MEETING DATE:** July 14, 2026

**TITLE:**

Council Members' Report

**AGENDA ITEM SUBMITTED BY:**

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

**POLICY EXPLANATION:**

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

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

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

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



# STAFF REPORT

**MEETING DATE:** July 14, 2026

**TITLE:**

City Manager's Report

**AGENDA ITEM SUBMITTED BY:**

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

**POLICY EXPLANATION:**

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

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

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

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

# Proclamation



**WHEREAS** parks and recreation is an integral part of communities throughout this country, including in the City of Bastrop; and

**WHEREAS** parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

**WHEREAS** parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

**WHEREAS** parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

**WHEREAS** parks and recreation is a leading provider of healthy meals, nutrition services and education; and

**WHEREAS** park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

**WHEREAS** parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

**WHEREAS** parks and recreation is fundamental to the environmental well-being of our community; and

**WHEREAS** parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

**WHEREAS** our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

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

## **PARK AND RECREATION MONTH**

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 14th day of July, 2026.

**CITY OF BASTROP, TEXAS**

**ATTEST:**

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

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



# Proclamation



**BASTROPTX**  
Heart of the Lost Pines / Est. 1832

Item 4E.

**WHEREAS**, pediatric vehicular heatstroke is one of the leading causes of non-crash-related fatalities in vehicles for children under 15, with more than 1,000 lives lost since 1998;

**WHEREAS**, a child's body temperature rises three to five times faster than an adult's, and death can occur when their core temperature reaches 107 degrees—a threshold that can be reached in minutes;

**WHEREAS**, on a typical 70-degree day, the interior of a vehicle can reach over 115 degrees in just 30 minutes, and parking in the shade or cracking windows does not provide a safe environment for a child or pet;

**WHEREAS**, research shows that these tragedies can happen to any caregiver regardless of education or personality, often triggered by a change in routine, sleep deprivation, or high stress;

**WHEREAS**, Project SafeRide, founded by youth advocate Sailee Raja, serves as a vital community initiative to empower families with technology and reminders to eliminate these 100% preventable deaths.

**NOW, THEREFORE, I**, Ishmael Harris, Mayor of the City of Bastrop, Texas, and the Bastrop City Council, do hereby proclaim July 14<sup>th</sup>, as

## **HOT CAR AWARENESS DAY**

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the official seal of the City of Bastrop, Texas, to be affixed this 14<sup>th</sup> day of July, 2026.

## **CITY OF BASTROP, TEXAS**

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

### **ATTEST:**

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





# STAFF REPORT

**MEETING DATE:** July 14th, 2026

**AGENDA ITEM:**

**TITLE:**

Consider action to approve Resolution R-2026-98 of the City Council of the City of Bastrop, Texas, amending the Code of Ordinances, Chapter 12 Titled "Traffic and Vehicles" Article 12.04.007 Titled "Other Zone Restrictions" amending the ordinance to remove verbiage associated with zone restrictions for Alley A and allowing for the removal of fourteen (14) signs on six (6) poles related to school zones and speed limits, removed by the Streets and Drainage department. Authorizing the Chief of Police to execute all necessary documents.

**STAFF REPRESENTATIVE:**

Vicky Steffanic, Chief of Police

**BACKGROUND/HISTORY:**

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

To ensure the ordinance accurately reflects current conditions, staff recommends amending the ordinance to remove the school zone designation for Alley A. Correspondingly, the associated school zone traffic control signs should be removed to eliminate potential confusion for motorists and to maintain consistency with the City's traffic control device inventory maintained by the City Secretary. These changes will ensure the City's ordinances, traffic control devices, and official records accurately reflect existing conditions while preventing unnecessary or misleading traffic signage.

**FUNDING SOURCE:**

NA

**RECOMMENDATION:**

Approval of Ordinance Amendment and removal of associated traffic control signs.

**ATTACHMENTS:**

- Exhibit 'A' showing amendment
- Images of signs to be removed

**RESOLUTION NO. 2026-98**

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS; AMENDING THE CODE OF ORDINANCES, RELATED TO CHAPTER 12 TITLED "TRAFFIC AND VEHICLES," AMENDING SECTION 12.04.007 TITLED "OTHER ZONE RESTRICTIONS", AND ADDITIONALLY REMOVING SIGNS ASSOCIATED WITH THIS ORDINANCE, AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDINGS OF FACT, ENACTMENT, EFFECTIVE DATE, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.**

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

**WHEREAS**, the City of Bastrop Streets and Drainage department and the City of Bastrop Police department are seeking to amend ordinance 12.04.007 and include the process for removing signage related to the former school zone and updating the city secretary to accurately reflect inventory; and

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

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

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

**WHEREAS**, the City Council finds the removal of the corresponding fourteen (14) signs in six (6) locations reasonable and necessary.

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

**Section 1: FINDINGS OF FACT**

The facts and recitations set forth in the preamble of this ordinance are hereby found to be true and correct.

**Section 2: AMENDMENT**

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

SEC. 12.04.007 – Other zone restrictions

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

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

~~(b) The City Manager shall cause speed limit signs and other traffic control devices to be erected at such locations deemed necessary to provide reasonable notice of the above speed limit to~~

~~those traveling on alley A in the day care center school zone within the city.~~

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

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

**Section 4: SEVERABILITY**

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

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

**Section 6: EFFECTIVE DATE**

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

**READ, ACKNOWLEDGED & APPROVED** on this, the 14th day of July 2026.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



Google Earth overview

Red = Sign removal



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



Spring Street  
Sign facing EB traffic (2)



Spring Street  
Sign facing EB traffic (4 signs)



Alley A @ Chestnut  
1 Sign (End School Zone)



Alley A  
Sign facing NB traffic (4 signs)



Spring Street  
Sign facing WB traffic (2 signs)



# STAFF REPORT

**MEETING DATE:** July 14, 2026

**TITLE:**

Consider and act on Resolution No. R-2026-100, approving participation in a limited future local match and matters related thereto for the Capital Area Rural Transportation System (“CARTS”) Mobility Hub proposal at the Bastrop Public Library, and Climate Pollution Reduction Grant (“CPRG”) activities; as attached in Exhibit A.

**AGENDA ITEM SUBMITTED BY:**

Vivianna Nicole Andres, Assistant to the City Manager

**BACKGROUND/HISTORY:**

The Capital Area Rural Transportation System (CARTS) is pursuing federal Climate Pollution Reduction Grant (CPRG) funding to develop two mobility hubs within the City of Bastrop. The proposed mobility hubs would be located at the existing CARTS Park & Ride Station and the Bastrop Public Library and are intended to improve multimodal transportation options by enhancing connections between public transit, bicycling, walking, downtown destinations, parks, and the City's trail network.

The proposed project includes the installation of a small docked electric bicycle (e-bike) share system consisting of three charging pods and fifteen e-bikes, together with supporting amenities such as bicycle parking, passenger shelters, wayfinding signage, landscaping, and pedestrian improvements. The mobility hubs are intended to provide convenient first-mile and last-mile transportation options while encouraging lower-emission travel throughout the community.

This project is a **CARTS initiative**. CARTS is the grant applicant and, if awarded, will administer the federal grant, oversee procurement, coordinate construction, manage program implementation, and maintain compliance with all applicable federal and state grant requirements. The City's role at this stage is limited to expressing support for CARTS' grant application and authorizing participation should funding be awarded.

The mobility hub at the Bastrop Public Library is planned to include one modular, five-dock e-bike charging station.

Approval of the proposed resolution does **not** obligate the City to construct the project, appropriate future funding, outside of the cost-participation for the future limited local match for the software maintenance for the e-bikes, or execute any implementation agreements. If the grant is awarded, staff will return to City Council with any required agreements, funding requests, or additional approvals necessary before project implementation.

**FISCAL IMPACT:**

The proposed capital costs associated with construction, equipment, installation, procurement, and implementation are anticipated to be funded through the CPRG grant and administered by CARTS.

The City's anticipated financial participation is limited to the recurring software and connectivity costs associated with the **five e-bikes located at the Bastrop Public Library**. Current estimates identify this future cost at approximately **\$780 annually**, although final costs remain subject to procurement and vendor selection. CARTS would be responsible for the remaining annual operating software costs associated with the Park & Ride e-bikes, as well as overall program administration, maintenance planning, vendor management, and grant compliance.

No funding is being appropriated through this action.

Should CARTS receive grant funding and the project move forward, any required local funding commitment, interlocal agreement, maintenance agreement, or other contractual obligations will be presented to the City Council for separate review and approval prior to implementation.

**RECOMMENDATION:**

Move to approve Resolution No. R-2026-100, approving participation in a limited future local match and matters related thereto for the Capital Area Rural Transportation System ("CARTS") Mobility Hub proposal at the Bastrop Public Library, and Climate Pollution Reduction Grant ("CPRG") activities; as attached in Exhibit A.

**ATTACHMENTS:**

1. Resolution No. R-2026-100
2. Exhibit A – Summary of Mobility Hubs and Cost Participation

**CITY OF BASTROP**

**RESOLUTION NO. R-2026-100**

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING PARTICIPATION IN A LIMITED FUTURE LOCAL MATCH AND MATTERS RELATED THERETO FOR THE CAPITAL AREA RURAL TRANSPORTATION SYSTEM (“CARTS”) MOBILITY HUB PROPOSAL AT THE BASTROP PUBLIC LIBRARY, AND CLIMATE POLLUTION REDUCTION GRANT (“CPRG”) ACTIVITIES; AS ATTACHED IN EXHIBIT A.**

**WHEREAS,** pursuant to the laws of the State of Texas, the City of Bastrop (“City”) is authorized to set policies in the public interest, and necessary for the efficient and effective administration of City business, including participation in grant programs related to public funding of infrastructure improvement projects within and around the City; and

**WHEREAS,** the City is a local government of the State of Texas and is empowered to enter into interlocal agreements with other governmental entities, including regional transit districts, to foster intergovernmental cooperation and funding efforts for local and regional mobility projects; and

**WHEREAS,** the Capital Area Rural Transportation System (“CARTS”) is a subdivision of the State of Texas administering federal Climate Pollution Reduction Grants (“CPRG”) funding for the benefit of communities within its jurisdiction and the City is one such community, and CARTS is willing to provide both funding and certain administrative support to ensure grant compliance for the City’s participation in the CPRG Program; and

**WHEREAS,** the City Council deems it to be beneficial and in the interest of local residents to participate in and explore CPRG grant options to assist with proposed funding local infrastructure projects in the public interest for the purposes described herein, including a Mobility Hub Proposal for the Bastrop Park & Ride Station and Bastrop Public Library with a limited local match for cost of software maintenance, which comes to a future estimated cost of \$780.00 per year.

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

- Section 1.** That the foregoing recitals are hereby found to be true and correct and are hereby adopted and made a part hereof for all purposes and findings of fact.
- Section 2.** The City Council of the City of Bastrop hereby authorizes the participation of the City in the CARTS Mobility Hub Proposal for the Bastrop Park & Ride Station and Bastrop Public Library with a limited local match for cost of software maintenance, which comes to a future estimated cost of \$780.00 per year, and may pursue negotiating grant related applications provided that any necessary local match appropriations will be brought back to the City Council for final review and approval prior to proceeding with any project(s).
- Section 4.** Conflicts with Prior Resolutions: Any prior resolutions or parts thereof in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.
- Section 5. 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 6. Effective Date:** This Resolution shall take effect immediately from and after its passage.
- Section 7. 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.

**(Signature Page to Follow)**

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the \_\_\_\_ day of July, 2026.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Michael Muscarello, TRMC, CMC, CPM  
City Secretary

APPROVED AS TO FORM:

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



## Summary

CARTS respectfully requests CPRG funding to implement two mobility hubs in central Bastrop that will reduce emissions, expand low-carbon travel options, and strengthen first- and last-mile connections to transit, downtown destinations, trails, and parks. The project will install a small, docked, self-charging e-bike share pilot and rider amenities at the existing CARTS Bastrop Park & Ride Station and the Bastrop Public Library, creating a highly visible pilot for multimodal connectivity in a growing small city. These hubs will improve access to CARTS Now on-demand service, support safer and more convenient non-auto trips, and provide a scalable model that can be replicated across the 7,400-square-mile CARTS district. The project is also well positioned for implementation because it can be coordinated with the planned expansion of the Bastrop Park & Ride facility, allowing CARTS to leverage existing design, procurement, and construction resources. By building on current city coordination and near-term capital work, the proposal offers both immediate community benefit and long-term regional value.

The updated e-bike share approach uses three Metro Mobility ChargeLock-style 5-dock pods and 15 total e-bikes: two pods at the CARTS Bastrop Park & Ride Station and one pod at the Bastrop Public Library. This modular approach is smaller, more scalable, and easier to right-size than a larger single-station concept. Final equipment selection and pricing will be confirmed through CARTS procurement and applicable grant requirements.

## Background on Capital Area Rural Transportation System (CARTS)

CARTS is a Rural Transit District and political subdivision of the State of Texas, authorized under Chapter 458 of the Texas Transportation Code. Created in 1978 through an interlocal agreement, CARTS serves the non-urbanized areas of ten counties in Federal Planning Region VI: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson. The agency is governed by a Board of Directors with one County Commissioner appointed from each member county and works closely with CapMetro through another ILA, known as the Regional Mobility Agreement, to address shared regional transportation priorities.

CARTS has built a strong record of rural and regional mobility innovation, including a network of locally based transit stations linked by regional routes and connected to the national intercity network through FlixBus and Greyhound. Its intermodal facilities in Bastrop, Elgin, Smithville, Taylor, Georgetown, San Marcos, Marble Falls, and Round Rock help connect local, regional, and long-distance travel. This proposal builds on that experience by advancing a practical, small-city model for integrated mobility hubs.

## Why Bastrop Is an Ideal Pilot for Mobility Hubs

Bastrop is a strong location for this pilot because it combines a history of successful collaboration with CARTS, a growing need for multimodal options, and a built environment capable of supporting visible, near-term results. The city has repeatedly served as a testing ground for CARTS innovations, including its first small-city fixed-route service, its first intermodal station, and the original pilot of CARTS Now, which has since expanded to six district cities

Bastrop is also growing rapidly while working to preserve its historic downtown as both a civic center and visitor destination. Together, these conditions make it an ideal place to demonstrate how mobility hubs can expand transportation choice, reduce reliance on single-occupant vehicles, and better connect transit to everyday destinations.

### Project Readiness and Local Coordination

CARTS and the City of Bastrop have coordinated the mobility hub concept with the planned Bastrop Park & Ride Expansion Project and with the library hub concept. The updated bike-share approach further reflects CARTS and City of Bastrop coordination after the City of Austin requested additional details on annual operations, 2027 and later funding, provider selection, asset ownership and maintenance, dock and bike costs, and wayfinding signage.

CARTS retained Jana McCann, FAIA, of McCann Adams Studio to lead the design of the first two mobility hubs. Through regular coordination, CARTS, its consultants, and City staff refined a pilot concept with one hub at the Bastrop Public Library and one at the CARTS Bastrop Park & Ride Station. McCann Adams Studio is supported by a consultant team led by Jackson McElhaney Architects, which is on track to complete construction documents for the Bastrop Station Park & Ride Expansion Project by early September 2026, with a general contractor expected to be engaged by December 2026.

### Two Hub Sites That Expand Access and Connectivity

Bastrop is retaining its small-town character while accommodating rapid growth. To manage that growth and protect the historic downtown, the city is directing development westward and maintaining strong standards for its old town district, which serves as both a local activity center and a visitor destination. The proposed hub locations respond to that context by linking transit, walking, and bicycling to the places residents and visitors most need to reach.

The city was an active partner in shaping this proposal and worked closely with CARTS staff and consultants to refine the hub concept, site priorities, and implementation approach.

### Bastrop Station Park & Ride Expansion Site

The proposed mobility hub improvements at Bastrop Station are organized around the existing Terminal Building and are designed to be delivered alongside the broader park-and-ride expansion. That larger project includes new parking spaces, public sidewalks, street trees, tree preservation measures, and other site improvements. Together, these investments will make the station safer, more functional, and more welcoming for riders while strengthening multimodal connections to downtown and the surrounding trail network.

### Key mobility hub improvements include:

CARTS and the City of Bastrop have refined the bike-share approach to a **three-pod** Metro Mobility ChargeLock pilot serving both proposed hub locations.

There will be **two 5-dock pods** at the Bastrop Park & Ride Station and **one 5-dock pod at the Bastrop Public Library**, with 15 total e-bikes. The Park & Ride Station would normally include eight docked bikes and two rotation/backup bikes, **while the Library location would include five bikes.**

Accommodation will be made (power and slab) to add another 5-bike pod at the Library site once demand warrants it. The City of Bastrop prefers this approach.

#### Bike-share operations, funding, provider selection, ownership, and maintenance

The known recurring technology operating cost for the 15-bike system is currently estimated at \$13 per bike per month, or \$195 per month / \$2,340 per year for the full pilot. The City of Bastrop would be limited to an annual contribution for the five Library bikes only, **estimated at \$65 per month / \$780 per year**, with CARTS addressing the remaining \$130 per month / \$1,560 per year technology balance for the Park & Ride bikes through CARTS resources, user fees, sponsorships, or other eligible operating support. CARTS will continue to refine the full annual operations budget before launch, including routine maintenance, insurance, electricity, rebalancing, replacement parts, staff time, and recovery needs.

Metro Mobility ChargeLock is the preferred platform because it is modular, docked, self-charging, GPS/IoT-enabled, scalable, and affordable for a small-city pilot compared with the other vendors CARTS reviewed. CARTS will include the bikeshare equipment and other program-related items in the bid process for the overall Bastrop Park & Ride Expansion Project, consistent with requirements from CARTS funding partners, including the Texas Department of Transportation (TxDOT) and the Federal Transit Administration (FTA). Assets purchased with grant funds will be owned and managed in accordance with applicable grant and procurement requirements. CARTS will manage the program framework, final vendor coordination, user agreement, inspection schedule, maintenance plan, recovery and replacement fee structure, and performance evaluation. Routine local maintenance will be coordinated with Mike's Bikes, a local shop located adjacent to the Fisherman's Park and the riverside trail system with overall system maintenance overseen by the CARTS Maintenance department.

#### Bastrop Public Library Site

The Bastrop Public Library site sits at the western edge of the city's historic downtown, at the west end of Spring Street, overlooking Fisherman's Park on the Colorado River. Shared-use paths begin at the library's front door and connect directly to the park. Because it is a popular destination for CARTS Now service, the site plays an important role in linking Bastrop's walkable, bikeable downtown with its recreational and natural assets. As a mobility hub, the library offers high public visibility, everyday utility, and a strong opportunity to connect transit, bicycling, and walking at one of the city's most active civic destinations

In collaboration with the City's Library Director and City staff, CARTS developed a more aspirational concept that includes a landscaped Community Terrace outside the Library's Community Room. This amenity may exceed the current mobility hub budget, but CARTS hopes to allocate some design and planning resources from the park & ride Expansion Project to support future implementation. The paved terrace would connect directly to the Mobility Hub Plaza immediately west of the library entrance and would add value for both CARTS riders and the broader community.

A construction cost estimate for the Community Terrace is included as a Phase Two item, based on the assumption that grant awards in this round will be capped at \$150,000. This phased approach keeps the core mobility improvements affordable and ready for near-term implementation while preserving a strong long-term vision for a more welcoming, community-centered downtown hub.

Phase One improvements at the Library include:

- One modular 5-dock e-bike share pod located near the Library hub area, with five assigned e-bikes serving Library users, downtown, Fisherman's Park, community events, CARTS Now activity, and the riverside trail network.
- Two landscaped planters framing the library's front entry sidewalk, helping screen the parking area while removing unattractive pipe-rail barriers.
- A paved Trailhead Plaza at the junction of the site's two existing trails - one with stairs and one accessible - connecting westward across the refurbished historic trestle bridge to a new shared-use path and extending east and north into the downtown sidewalk network.
- A relocated, more visible and wider segment of the accessible shared-use path that leads directly into the Mobility Hub / Trailhead Plaza.
- A wayfinding sign at the junction of the two shared-use paths/trails.
- A bus canopy and seating for CARTS passengers.
- Permanent bike racks along the south wall of the library, between the Community Terrace and the front entrance.

Together, these two mobility hubs will help CARTS and the City of Bastrop deliver a practical, visible investment in low-carbon transportation that improves access, strengthens multimodal connections, and supports continued downtown and community development. With strong local coordination, completed concept design work, and a clear opportunity to align implementation with the Bastrop Station expansion, the project is ready to move forward. CPRG funding will allow CARTS to translate this planning effort into a replicable small-city model for emissions-reducing mobility infrastructure across the region.

**Updated Bike-share Deployment Plan**

Location	Pods	Dock spaces	Bike allocation	Operating note
CARTS Bastrop Park & Ride Station	2	10	8 bikes docked + 2 rotation/backup bikes	Primary transit hub with larger bike inventory while keeping docking spots available for returns.
<b>Bastrop Public Library</b>	<b>1</b>	<b>5</b>	<b>5 bikes</b>	<b>Downtown, civic, and trail access point.</b>
CARTS station rotation/backup	-	-	2 bikes included in station allocation	Maintenance rotation, balancing, or replacement needs; not additional bikes beyond the 15-bike total.
Total system	3	15	15 total bikes	15 total bikes, including 8 normally docked at the CARTS station, 2 held in rotation/backup for the CARTS station, and 5 at the Library.

**Updated Capital and Recurring Cost Summary**

Item	Unit cost	Quantity	Cost	Funding / responsibility note
ChargeLock 5-dock pod/station	\$6,550 each	3 pods	\$19,650	Capital equipment in CARTS project/grant budget, subject to procurement.
Segway B100 ChargeLock e-bike	\$2,650 each	15 bikes	\$39,750	Capital equipment in CARTS project/grant budget, subject to procurement.
Estimated equipment subtotal	-	3 pods + 15 bikes	\$59,400	Excludes shipping, installation, taxes, site prep, electrical, permitting, insurance, maintenance, branding/wraps, parts, staff time, and rebalancing.
Total system software + IoT connectivity	\$13/bike/month	15 bikes	\$195/month / \$2,340/year	Recurring known technology operating cost for all bikes.
<b>Proposed City of Bastrop software contribution</b>	<b>\$13/bike/month</b>	<b>5 Library bikes</b>	<b>\$65/month / \$780/year</b>	<b>Separate City contribution for Library pod software/ connectivity only.</b>

**EXHIBIT A**

Item 8B.

Remaining software/connectivity balance	\$13/bike/month	10 CARTS station/rotation bikes	\$130/month / \$1,560/year	To be addressed by CARTS resources, user fees, sponsorships, or other eligible support.
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Important note: The City of Bastrop contribution is separated from the capital equipment purchase. The proposed City role is limited to the Library bike software/connectivity cost and local coordination for the Library site, unless separately approved. Final capital and operating costs remain subject to procurement, vendor coordination, site conditions, installation requirements, insurance, and maintenance planning.

Exhibits

Existing proposal exhibits retained for final formatting:

- City of Bastrop support letter for the Mobility Hubs grant proposal.
- Context map showing two proposed mobility hubs for Bastrop.
- Site plan for Bastrop Park & Ride Expansion Project.
- CPRG Mobility Hub Concept Plan at Bastrop Park & Ride Station.
- Updated cost estimate for Park & Ride Mobility Hub.
- CPRG Mobility Hub Concept Plan at Bastrop Public Library.
- Updated cost estimate for Library Mobility Hub.

Context Map Showing Two Proposed Mobility Hubs for Bastrop



CONTEXT MAP SHOWING TWO PROPOSED MOBILITY HUBS FOR BASTROP

Prepared for CARTS by McCann Adams Studio  
5.22.2026

Placeholder exhibit image copied from original proposal page 9. Replace with original source graphic during final formatting if needed.

**EXHIBIT A**

Item 8B.

**Site Plan for Bastrop Park & Ride Expansion Project**

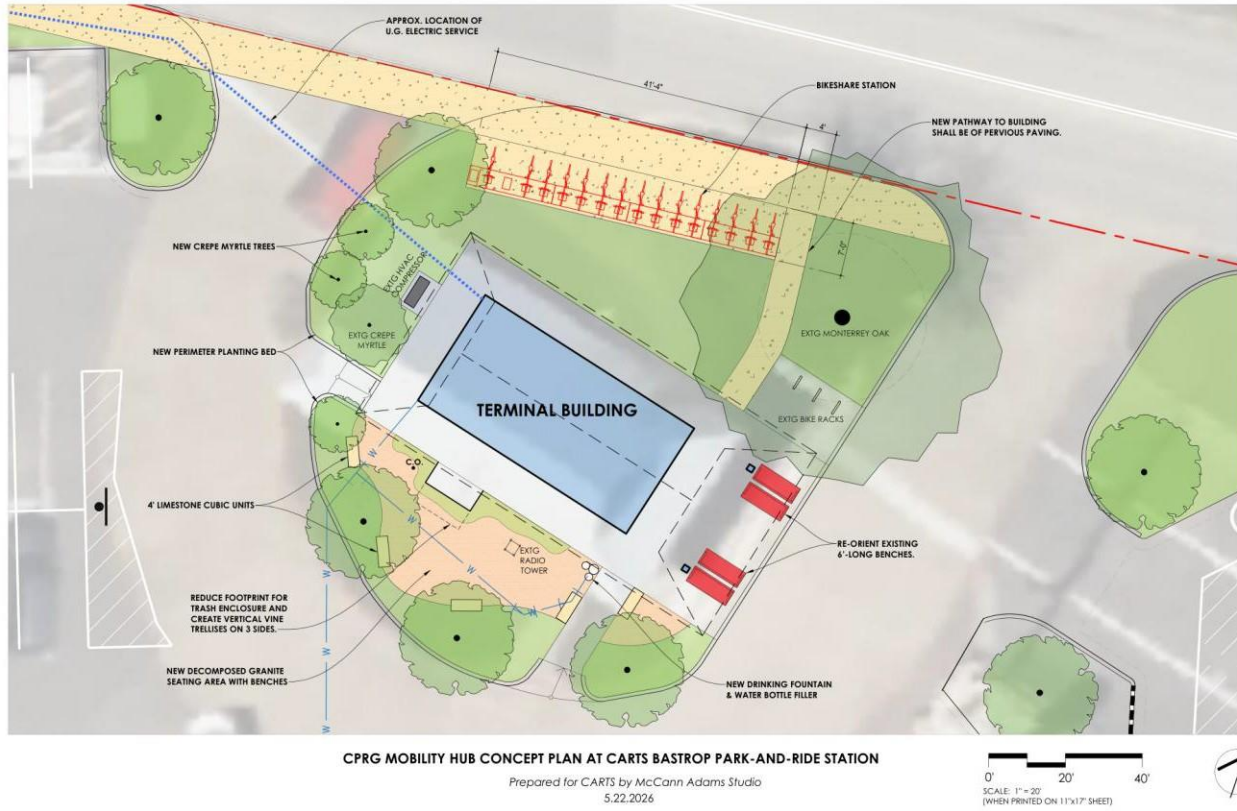


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# EXHIBIT A

Item 8B.

## CPRG Mobility Hub Concept Plan at CARTS Bastrop Park & Ride Station



Placeholder exhibit image copied from original proposal page 11. Replace with original source graphic during final formatting if needed.



# STAFF REPORT

**MEETING DATE:** July 14, 2026

**TITLE:**

Consider action to approve Resolution No. R-2026-102 of the City Council of the City of Bastrop, Texas, approving the execution of an Interlocal License Agreement between the City of Bastrop and Bastrop County Emergency Services District No. 3, related to the use of space at the City's Downtown Fire Station, as attached as Exhibit A.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Andres Rosales, Assistant City Manager

**BACKGROUND/HISTORY:**

The Texas Interlocal Cooperation Act (V.T.C.A., Government Code, Chapter 791) authorizes local governments to contract with each other for the performance of governmental functions or services for the mutual benefit of the parties. Bastrop County Emergency Services District No. 3 ("ESD 3") is a political subdivision of the State of Texas, created and operating under Article III, Section 48-e of the Texas Constitution and Texas Health and Safety Code Chapter 775, and is responsible for providing emergency medical services within its territory, which includes the City of Bastrop.

ESD 3 will begin directly providing 24-hour-per-day emergency medical operations, including emergency medical staffing, on October 1, 2026. To support this transition, City staff has negotiated an Interlocal License Agreement ("Agreement") that would allow ESD 3 to use a portion of the City's Downtown Fire Station, located at 802 Chestnut Street ("Fire Station"), for its operations.

Under the proposed Agreement, ESD 3 would license the following space within the Fire Station ("Station Space"): one bay space, two bedrooms, access to common areas, and space to store oxygen and small supplies. The primary term of the Agreement commences on October 1, 2026, and ends on September 30, 2027, and automatically renews for each fiscal year thereafter unless terminated by either party on at least 60 days' prior written notice. ESD 3 will pay the City a monthly license fee of \$1,500.00.

City staff finds that the Agreement serves a public purpose and benefits the citizens of both the City and ESD 3 by supporting the delivery of emergency medical services in the community.

**FISCAL IMPACT:**

The Agreement will generate revenue to the City in the amount of \$1,500.00 per month from ESD 3, with no additional cost to the City.

**RECOMMENDATION:**

Authorize the City Manager to execute the Interlocal License Agreement with Bastrop County Emergency Services District No. 3.

**ATTACHMENTS:**

1. Resolution No. R-2026-102
2. Draft Interlocal License Agreement

**RESOLUTION NO. R-2026-102****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE EXECUTION OF AN INTERLOCAL LICENSE AGREEMENT BETWEEN THE CITY OF BASTROP AND BASTROP COUNTY EMERGENCY SERVICES DISTRICT NO. 3, RELATED TO USE OF SPACE AT THE DOWNTOWN FIRE STATION; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

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

WHEREAS, the City of Bastrop has offered to license to Bastrop County Emergency Services District No. 3 (“ESD 3”) certain areas within the City’s Downtown Fire Station, located at 802 Chestnut Street, Bastrop, Texas 78602 (“Fire Station”), for ESD 3’s use; and

WHEREAS, the Parties acknowledge that ESD 3 will begin directly providing 24-hour-per-day emergency medical operations, including emergency medical staffing, on October 1, 2026; and

WHEREAS, the station space to be licensed to ESD 3 includes one bay space, two bedrooms, access to common areas, and space to store oxygen and small supplies (“Station Space”), and it will serve a public purpose and benefit the citizens of both Parties to allow ESD 3 to use the Station Space; and

WHEREAS, the primary term of the Interlocal License Agreement will commence on October 1, 2026, and end on September 30, 2027, and will automatically renew for each fiscal year thereafter unless terminated by either Party, with ESD 3 paying the City a monthly license fee of One Thousand Five Hundred Dollars (\$1,500.00) for the Station Space; and

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

**Section 1.** The City Council approves the execution of the Interlocal License Agreement between the City of Bastrop and Bastrop County Emergency Services District No. 3 for use of the Station Space at the City’s Downtown Fire Station, substantially in the form attached hereto as **Exhibit A**, and incorporated herein for all purposes.

**Section 2.** The City Manager is authorized to execute the Interlocal License Agreement and any related non-substantive documents necessary to carry out the intent of this Resolution.

**Section 3. Fiscal Impact.** The Interlocal License Agreement will generate revenue to the City in the amount of \$1,500.00 per month from Bastrop County Emergency Services District No. 3, with no additional cost to the City.

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

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

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Bastrop, Texas, on this the 14<sup>th</sup> day of July, 2026.

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
Michael Muscarello, TRMC, CMC, CPM  
City Secretary

**APPROVED AS TO FORM:**

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



**INTERLOCAL LICENSE AGREEMENT**  
**BETWEEN CITY OF BASTROP, TEXAS AND**  
**BASTROP COUNTY EMERGENCY SERVICES DISTRICT NO. 3**  
**FOR USE OF SPACE AT CITY'S DOWNTOWN FIRE STATION**

This Interlocal License Agreement (“Agreement”) is made and entered between City of Bastrop, a Texas home-rule municipality (“City of Bastrop” or “City”) and Bastrop County Emergency Services District No. 3, a political subdivision of the State of Texas created and operating under Article III, Section 48-e of the Texas Constitution and Texas Health and Safety Code Chapter 775 (“ESD” or “ESD 3”). The City and ESD 3 are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

**RECITALS**

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

**WHEREAS**, City of Bastrop has offered to license to ESD 3 certain areas within the City of Bastrop’s Downtown Fire Station, located at 802 Chestnut Street, Bastrop, Texas 78602 (“Fire Station”), for ESD 3’s use; and

**WHEREAS**, the Parties acknowledge that ESD 3 will begin directly providing 24-hour-per-day emergency medical operations, including emergency medical staffing, on October 1, 2026; and

**WHEREAS**, it will serve a public purpose and benefit the citizens of both Parties to allow ESD 3 to use a portion of Fire Station as contemplated in this Agreement; and

**WHEREAS**, the station space includes one bay space, two bedrooms, access to common areas, and space to store oxygen and small supplies (“Station Space”).

**AGREEMENT**

**NOW THEREFORE**, the Parties agree as follows:

**I.**  
**Term**

**1.01 License Term.** The primary term of this Agreement (“Term”) will commence on October 1, 2026 (“Commencement Date”), and end on September 30, 2027, and will automatically renew for each fiscal year thereafter (“Renewal Term”) unless terminated by either Party.

**II.**  
**License Fee**

**2.01 License Fee.** ESD 3 agrees to pay City of Bastrop monthly license fee of One Thousand Five Hundred Dollars (\$1,500.00) for Station Space, with each monthly payment made on or before the 15<sup>th</sup> day of each month and continuing each succeeding calendar month thereafter until the Term or any Renewal Term expires. The timeliness of payments and any penalty assessed for lack of timeliness will be in accordance with Chapter 2251 of the Texas Government Code.

### III.

#### Use of Station Space; Insurance

**3.01 License Coverage.** The Station Space City of Bastrop licenses to ESD 3 consists of the following: one bay space, two bedrooms, access to City of Bastrop's Fire Station common areas, and a space to store oxygen and small supplies ("Station Space").

**3.02 Use.** ESD 3 will use the Station Space only for ESD 3's business purposes. Use will be restricted to ESD 3 personnel, including students and observers acting under ESD 3's supervision and control, who will have the same right of access to the Station Space as City of Bastrop personnel.

**3.03 Use of Common Areas.** The restroom and kitchen area of the Station Space are for the joint use of ESD 3 and City of Bastrop. ESD 3 will use the common areas in a reasonable, orderly, and clean manner in cooperation with City of Bastrop and its officers, employees, agents, and invitees. Should ESD 3 desire the use of meeting or training space, ESD 3 will request such use from City of Bastrop's Fire Chief. ESD 3's use of additional space is at the sole discretion of City of Bastrop.

**3.04 ESD 3's Exclusion.** City of Bastrop will not intentionally prevent ESD 3 from entering the Station Space, except by judicial process, unless the exclusion results from bona fide repairs, construction, or an emergency or this Agreement is terminated.

**3.05 Hazard Insurance.** ESD 3 may not use or permit the use of the Station Space in any manner that will cause a cancellation of City of Bastrop's liability insurance or any other insurance policies covering the City of Bastrop Fire Station or any improvements to it.

**3.06 Insurance Requirements.** Beginning on the date of occupancy by ESD 3 of all or a portion of the Station Space, and continuing through the Term and any Renewal Term, ESD 3 must maintain at ESD 3's sole cost and expense a policy or policies of insurance, meeting, at a minimum, the following requirements:

- General Liability Insurance with a combined personal injury and property damage limit of \$1,000,000 per occurrence and \$1,000,000 aggregate,
- Fire and extended coverage insurance covering the replacement cost of all ESD 3's personal property contained within the Station Space;
- Business Automobile Liability Insurance with a combined single limit of \$500,000;
- Workers' Compensation and Employer's Liability with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

**3.07 Compliance with Laws.** ESD 3 may not use, or permit using, the Station Space in any manner that results in waste of the Station Space, constitutes a nuisance, or for any illegal purpose. ESD 3, at its own expense, will comply with all applicable laws, ordinances, and governmental rules and regulations concerning the use of the Station Space. ESD 3 will fully

comply with any rules and regulations governing the use of the Station Space as required by City of Bastrop. City of Bastrop may make reasonable changes in rules and regulations from time to time as is advisable for the safety, care, and cleanliness of the Station Space.

**3.08 Right of Entry.** City of Bastrop may enter the Station Space to: (a) to inspect the general condition and state of repair of the Station Space, (b) to make repairs required or permitted under this Agreement, or (c) for any other reasonable purpose.

#### **IV.** **Condition**

**4.01 Condition of Station Space.** ESD 3 has examined and accepted the Station Space in its present As Is condition as suitable for the purposes for which the Station Space will be used and accepts the Station Space in its current condition. Unless City of Bastrop and ESD 3 agree in writing to repairs or refurbishment, City of Bastrop has no obligation to refurbish the Station Space or construct any improvements to the Station Space, and ESD 3 accepts the Station Space “AS IS,” “WHERE IS,” and “WITH ALL FAULTS.”

**4.02 Alterations.** Alterations, additions, and improvements to the Station Space by ESD 3 may be made only with City of Bastrop’s prior written consent. If consent is granted to make alterations, additions, or improvements to the Station Space, the alterations, additions, or improvements must not commence until ESD 3 has furnished to City of Bastrop a certificate of insurance showing coverage in an amount satisfactory to City of Bastrop that protects City of Bastrop from liability for injury to any person and damage to any personal property, on or off the Station Space, in connection with the making of alterations, additions, or improvements.

**4.03 Allowed Alterations.** Subject to the insurance requirement in Section 4.02 above, ESD 3 may, at its sole cost, install a surveillance camera with focus on the ambulance bay and/or the location in the Station Space where ESD 3 medical supplies are stored, for the sole purpose of providing ESD 3 operations and security information to ESD 3. Additionally, ESD 3 may, at its sole cost, install an additional electrical circuit to support charging power to its ambulance apparatus while parked in the Station Space. Installation of these allowed alterations will be coordinated between the Parties.

**4.04 Destruction.** If the Station Space is partially damaged or destroyed or rendered partially unfit for occupancy by fire or other casualty not caused by ESD 3, City of Bastrop will give immediate notice to ESD 3 of the damage or destruction. At its sole option, City of Bastrop may repair any damage and restore the Station Space to substantially the same condition as immediately before the occurrence of the casualty. The repairs will be made at City of Bastrop’s expense, unless the damage to the Station Space was caused by ESD 3. In the event of damage or destruction by ESD 3, any repairs to the Station Space will be made by ESD 3. City of Bastrop must allow a fair reduction of ESD 3’s monthly payment during the time the Station Space is partially unfit for occupancy. If the Station Space is totally destroyed or deemed by City of Bastrop to be rendered unfit for occupancy by fire or other casualty, or if City of Bastrop decides not to repair or rebuild, this Agreement will terminate, and ESD 3’s monthly payment will be paid until the time of the casualty.

**4.05 Signs.** ESD 3 will not post or print any signs at, on, or about the Station Space or paint the interior or exterior walls of the Station Space unless it has City of Bastrop’s written consent.

City of Bastrop has the right to remove any sign or signs to maintain the Station Space or to make any repairs or alterations.

## V. Utilities

**5.01 Utilities.** City of Bastrop will pay all charges for utility services to the Station Space. ESD 3 will have access to use the Station Space's internet as authorized and secured by City of Bastrop.

**5.03 Interruption of Utilities.** City of Bastrop will not interrupt or cause the interruption of utility service unless the interruption results from bona fide repairs, construction, or an emergency. If any utility service furnished by City of Bastrop is interrupted and continues to be interrupted despite City of Bastrop's good-faith efforts to remedy the interruption, City of Bastrop is not liable in any respect for damages to the person or property of ESD 3, and the interruption cannot be construed as grounds for constructive eviction or abatement of rent. City of Bastrop will use reasonable diligence to promptly repair and remedy any utility interruption.

## VI. Termination; Miscellaneous

**6.01 Termination.** Either Party may terminate this Agreement, with no fault, by providing at least 60 days' prior written notice to the other Party.

**6.02 Default.** If either Party breaches this Agreement, the non-breaching Party may either terminate this Agreement or ask the breaching Party to cure the default.

**6.03 Waiver of Breach.** Neither Party's waiver of a breach of any provision of this Agreement constitutes a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Agreement.

**6.04 Assignment.** ESD 3 may not assign this Agreement.

**6.05 Recitals Incorporated.** The recitals listed above are true and correct and are incorporated in this Agreement by reference.

**6.06 Hold Harmless – City of Bastrop.** ESD 3 shall comply with the requirements of all applicable laws, rules and regulations, and to the extent allowed by law, shall hold harmless City of Bastrop, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with ESD 3's exercise of the license under this Agreement.

**6.07 Hold Harmless – ESD 3.** City of Bastrop shall comply with the requirements of all applicable laws, rules and regulations, and to the extent allowed by law, shall hold harmless ESD 3, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with City of Bastrop's exercise or interruption of the license under this Agreement.

**6.08 No Waiver of Sovereign Immunity or Powers.** Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of City of Bastrop or ESD 3.

**6.09 Notices.** Notices to either City of Bastrop or ESD 3 regarding this Agreement will be sent by prepaid certified mail, return receipt requested.

**6.10 Time of Essence.** Time is of the essence in this Agreement.

**6.11 Cumulative Rights and Remedies.** The rights and remedies addressed by this Agreement are cumulative and the use of any one right or remedy by either Party does not preclude or waive its right to use any or all other remedies. All rights and remedies under this Agreement are given in addition to any other rights the Parties may have by law, statute, ordinance, or other source.

**6.12 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. All understandings, discussions, and agreements previously made between the Parties regarding ESD 3's use of Station Space in City of Bastrop's Fire Station, whether written or oral, are superseded by this Agreement, and neither Party is relying on any warranty, statement, or representation not contained in this Agreement.

**6.13 Binding Agreement.** This Agreement and all its terms, provisions, and covenants will apply to, be binding on, and inure to the benefit of the Parties and their respective successors and assigns.

**6.14 Amendment.** No amendment, modification, or alteration of the terms of this Agreement will be binding unless it is (a) in writing, (b) dated after the date of the Agreement, and (c) duly executed by the Parties to the Agreement.

**6.15 Governing Law.** This Agreement will be governed by and interpreted under the laws of the State of Texas. Venue is in Bastrop County, Texas.

**6.16 Severability.** In case any of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other Agreement provision, and this Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

**6.17 Headings.** Any heading in this License Agreement is deemed to be for convenience and reference only and not to limit, amend, or modify substantive text.\

**6.18 Authorized Signatures.** The Boards of Commissioners of City of Bastrop and ESD 3 have each met at a properly posted open meeting and each Party represents to the other Party that their Board has authorized this Agreement and the signing of the Agreement.

*[remainder of page intentionally blank]*

City of Bastrop and ESD 3 have executed this Agreement effective as of the Commencement Date.

**CITY OF BASTROP:** City of Bastrop

\_\_\_\_\_  
Sylvia Carrillo-Trevino, City Manager

1311 Chestnut Street  
Bastrop, Texas 78602

ATTEST:

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

**ESD 3:**

**BASTROP COUNTY EMERGENCY SERVICES  
DISTRICT NO. 3**

\_\_\_\_\_  
James Green, President

P.O. Box 457  
Bastrop, Texas 78602

ATTEST:

\_\_\_\_\_  
Keith Simpson, Secretary



# STAFF REPORT

**MEETING DATE:** July 14, 2026

**TITLE:**

A Resolution of the City of Bastrop, Texas, authorizing the commitment of additional local funds for the Texas General Land Office Community Development Block Grant – Disaster Recovery (CDBG-DR) Program, Contract No. 22-085-059-D316; authorizing execution of all necessary documents; providing for severability; and providing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Judy Sandroussi, Finance Director

**BACKGROUND/HISTORY:**

The City of Bastrop entered into a contract with the Texas General Land Office (GLO) for funding under the Community Development Block Grant – Disaster Recovery (CDBG-DR) Program in November 2021 for the construction of Agnes Street Extension.

The project funded was vital to improving public infrastructure and enhancing resiliency for the residents of the City of Bastrop.

The project budget requires the commitment of additional local funds to meet total project costs due to the deobligation of grant funds in the amount of \$173,561.09.

The original contract amount of **\$4,283,161.20** was structured to keep both Engineering and Grant Administration (GA) costs within the GLO-established fee caps of **15%** and **8%**, respectively. However, with the deobligation of **\$1,509,186.67**, the revised contract total has been reduced, which in turn causes the Engineering and GA costs to exceed the allowable GLO fee cap thresholds. Therefore, the City is required to reimburse GLO **\$173,561.09**.

**FISCAL IMPACT:**

2023 CO Bond Series

**RECOMMENDATION:**

Judy Sandroussi, Finance Director recommends approval of the Resolution of the City of Bastrop, Texas, authorizing the commitment of additional local funds for the Texas General Land Office Community Development Block Grant – Disaster Recovery (CDBG-DR) Program, Contract No.

22-085-059-D316; authorizing execution of all necessary documents; providing for severability; and providing an effective date.

**ATTACHMENTS:**

1. Resolution No. 2026-103

**RESOLUTION NO. R-2026-103**

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE COMMITMENT OF ADDITIONAL LOCAL FUNDS FOR THE TEXAS GENERAL LAND OFFICE COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) PROGRAM, CONTRACT NO. 22-085-059-D316; AUTHORIZING EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Bastrop (the “City”) entered into a contract with the Texas General Land Office (GLO) for funding under the Community Development Block Grant – Disaster Recovery (CDBG-DR) Program; and

**WHEREAS,** the project funded under this contract is vital to improving public infrastructure and enhancing resiliency for the residents of the City of Bastrop; and

**WHEREAS,** the project budget requires the commitment of additional local funds to meet total project costs due to unforeseen expenses, necessary project adjustments, and/or budgetary needs;

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

**Section 1.** The City Commission of Bastrop, Texas hereby authorizes the commitment of additional local funds in the amount of \$173,561.09 to support the completion of the project under Contract No. 22-085-059-D316 with the Texas General Land Office.

**Section 2.** This resolution shall become effective immediately upon passage.

**Section 3.** 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 14th day of July 2026.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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





# STAFF REPORT

**MEETING DATE:** July 14, 2026

**TITLE:**

Consider and act to approve the first reading of Ordinance No. 2026-25 of the City Council of the City of Bastrop, Texas approving the Fiscal Year 2027 Annual Service Plan Update, including provisions related to assessments for the Valverde Public Improvement District; approving a Fiscal Year 2026 - 2027 assessment roll for the District; and move to include on the July 28, 2026, City Council Consent Agenda for a second reading.

**AGENDA ITEM SUBMITTED BY:**

Judy Sandroussi, Finance Director

**BACKGROUND/HISTORY:**

The Valverde Public Improvement District (PID) was established by the City of Bastrop to finance eligible public infrastructure improvements necessary to support the development of the Valverde master-planned community. The project, originally approved in 2021 as the NEU Community Bastrop development, has since been rebranded as Valverde and is planned to include approximately 1,649 residential units consisting of single-family homes and townhomes, along with parks, open space, and supporting public infrastructure.

The PID provides a financing mechanism that allows the costs of eligible public improvements, including streets, water and wastewater utilities, drainage facilities, parks, sidewalks, and landscaping—to be funded through special assessments levied on properties within the district. This approach ensures that infrastructure costs associated with new development are borne by the properties benefiting from the improvements rather than by the City's general tax base.

In 2025, the City Council approved the Assessment Roll for Improvement Area No. 1 and authorized the issuance of Special Assessment Revenue Bonds to finance the initial phase of public infrastructure. The bond proceeds support construction of the public improvements necessary to serve the first phase of the development, with debt service to be repaid through assessments collected from property owners within the PID in accordance with the approved financing documents.

The Valverde PID is one of several financing tools the City has utilized to accommodate continued residential growth while ensuring that growth-related infrastructure is funded through a development-supported financing structure.

The 2027 Annual SAP Update:

- Needs to be approved by Ordinance – two readings.
- Is required to be reviewed and updated by the governing body annually.
- Contains no material changes – so no presentation or public hearing is required.
- Need to be recorded with the County's land records within 7 days of Council approval.

**FISCAL IMPACT:**

PID Assessments for FY2026 - 2027

**RECOMMENDATION:**

Judy Sandroussi, Finance Director recommends approval of the first reading of Ordinance No. 2026-25 of the City Council of the City of Bastrop, Texas approving the Fiscal Year 2027 Annual Service Plan Update, including provisions related to assessments for the Valverde Improvement District; approving a Fiscal Year 2026 - 2027 assessment roll for the District; and containing other provisions related to the Valverde Public Improvement District.

**ATTACHMENTS:**

- Ordinance 2026-25
- Exhibit A, FY 2027 Annual Service Plan Update
- Certificate of City Secretary



**CERTIFICATE OF CITY SECRETARY**

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

THE UNDERSIGNED HEREBY CERTIFIES that:

The City Council of said City (the “City Council”) convened in a REGULAR MEETING ON July 14, 2026, at the City Council Chamber, 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, Place 5
- Perry Lowe, Place 1
- Cynthia Meyer, Place 2
- Kevin Plunkett, Place 3
- Kerry Fossler, Place 4

and all of such persons were present at the Meeting, except \_\_\_\_\_, thus constituting a quorum. Among other business considered at the Meeting, the attached ordinance (the “Ordinance”) entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ACCEPTING AND APPROVING AN ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND UPDATED ASSESSMENT ROLL FOR THE VALVERDE PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE

was duly introduced for the consideration of said City Council and read in full. 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:

\_\_\_ voted “For”      \_\_\_ voted “Against”      \_\_\_ “Abstained”

all as shown in the official Minutes of the City Council for the Meeting.

That 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; that said Ordinance has been duly recorded in said City Council’s minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council’s minutes of said Meeting pertaining to the passage of said Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City

Council as indicated therein; that each of the officers and members of said City Council 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 that 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 Chapter 551, Texas Government Code, as amended.

That the Mayor of said City has approved and hereby approves the aforesaid Ordinance; that the Mayor and the City Secretary of said City have duly signed said Ordinance; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

SIGNED AND SEALED after second reading on this 14th day of July, 2026.

---

Michael Muscarello, City Secretary

(SEAL)

**RDINANCE NO. 2026-25****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ACCEPTING AND APPROVING AN ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND UPDATED ASSESSMENT ROLL FOR THE VALVERDE PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City Council (the “City Council”) of the City of Bastrop, Texas (the “City”) has previously authorized and created and levied assessments within the Valverde Public Improvement District (the “District”); and

WHEREAS, pursuant to Texas Local Government Code, Chapter 372 (the “PID Act”) and the terms of the Service and Assessment Plan for the District, the City Council is required to annually update the Service and Assessment Plan, including the Assessment Roll (each an “Annual Service Plan Update”); and

WHEREAS, pursuant to the PID Act and to the terms of the Service and Assessment Plan, the City Council now wishes to adopt an ordinance accepting and approving the Annual Service Plan Update to the Service and Assessment Plan for 2027, in the form attached hereto as Exhibit A; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:****SECTION 1. Terms.**

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

**SECTION 2. Findings.**

The findings and determinations set forth in the preamble above are incorporated herein for all purposes and are hereby adopted.

**SECTION 3. Annual Service Plan Update to the Service and Assessment Plan.**

The “Valverde Public Improvement District 2027 Annual Service Plan Update”, attached hereto as Exhibit A, is accepted and approved pursuant to the PID Act. The Mayor, City Secretary, and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the provisions thereof in accordance therewith, including the filing of the Assessment Roll with the Bastrop County Tax Assessor/Collector.

**SECTION 4. Filing in the Real Property Records.**

In accordance with Section 372.013(e) of the PID Act, the City Secretary is directed to cause a copy of this Ordinance, including the Annual Service Plan Update to the Service and

Assessment Plan for 2027, to be filed with the County Clerk of Bastrop County to be recorded in the real property records of Bastrop County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Annual Service Plan Update to the Service and Assessment Plan for 2027.

SECTION 5. Governing Law.

This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6. Effect of Headings.

The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 7. Cumulative Repealer.

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 8. Severability.

If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 9. Effective Date.

This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

*[Execution page follows.]*

**PASSED AND ADOPTED**, on first and final reading by the Council of the City of Bastrop, Texas on July 14, 2026.

**CITY OF BASTROP, TEXAS**

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

**ATTEST:**

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

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

§  
§

Before me, on this day personally appeared the foregoing individuals, known to me to be the persons who signed the above and foregoing certificate in my presence and acknowledged to me that such persons executed the above and foregoing certificate for the purposes therein stated.

GIVEN UNDER MY HAND AND SEAL of office this \_\_\_\_ day of \_\_\_\_\_, 2026.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

**Exhibit A**

**Valverde Public Improvement District 2027 Annual Service Plan Update**

(see attached)



VALVERDE  
PUBLIC IMPROVEMENT DISTRICT  
(PREVIOUSLY VIRIDIAN)  
2026 ANNUAL SERVICE PLAN UPDATE

JULY 14, 2026

## INTRODUCTION

Capitalized terms used in this 2026 Annual Service Plan Update not otherwise defined herein shall have the meanings set forth in the 2025 Service and Assessment Plan (the “SAP”).

The District was created pursuant to the PID Act by Resolution No. R-2021-28 on March 9, 2021 by the governing body of the City (the “Governing Body”) to finance certain Authorized Improvements for the benefit of the property in the District.

On March 25, 2025, the Governing Body approved the SAP for the District by adopting Ordinance No. 2025-38 which (1) approved the levy of certain Assessments for Assessed Property within Improvement Area #1; (2) approved the Improvement Area #1 Assessment Roll, and (3) approved the issuance of the Improvement Area #1 Bonds.

The SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2026.

The Governing Body also adopted each Assessment Roll identifying the Assessments on Parcels of Assessed Property within the District, based on the method of assessment identified in the SAP. This 2026 Annual Service Plan Update also updates the Assessment Rolls for 2026.

## PARCEL SUBDIVISION

### Improvement Area #1

- The Amended plat of Valverde Section 1 Phases 1 and 2 was filed and recorded with the County as document number 202408527 on May 24, 2024.
- The final plat of Valverde Phase 3 was filed and recorded with the County as document number 202511142 on June 30, 2025.

## LOT AND HOME SALES

Current ownership within the District is based on information provided by the Developer and available information and is subject to change as development occurs and property is conveyed. Updated ownership and development information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via the MSRB's EMMA by searching for the District. For Assessments securing reimbursement obligations to the Developer, the summary of current ownership within the property securing such Assessment is based on information provided by the Developer and other publicly available records.

## AUTHORIZED IMPROVEMENTS

A summary of the Authorized Improvements, including the original estimated costs of the Authorized Improvements and allocation of such costs, is provided in the SAP. The Authorized Improvements and estimated costs as described in the SAP are for Assessment purposes and do not represent a guarantee of construction timing or Actual Costs.

Information regarding the status of Authorized Improvements, including construction progress, estimated completion timing, and budget information, including any updates to the original estimates of costs, is based on information provided by the Developer and other available project information at the time such information is compiled. Such information may be updated from time to time.

## OUTSTANDING ASSESSMENT

### Improvement Area #1

Improvement Area #1 has an outstanding Assessment of \$12,121,000.00, which is less than the debt service due on the outstanding Improvement Area #1 Bonds due to Prepayment of Assessment for which Improvement Area #1 Bonds have not yet been redeemed.

Information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via EMMA website by searching for the District. For Assessments securing reimbursement obligations to the Developer, the summary of current construction status within the property securing such Assessment is based on information provided by the Developer and other publicly available records.

**ANNUAL INSTALLMENT DUE 1/31/2027**

Improvement Area #1

- **Principal and Interest** – The total principal and interest required for the Annual Installment is shown below.
- **Additional Interest** – Additional Interest is collected and deposited into an account of the Reserve Fund. The Additional Interest is calculated in accordance with the governing documents, resulting in Improvement Area #1 Annual Installment as shown below.

Improvement Area #1	
Due January 31, 2027	
Principal	\$ 190,000.00
Interest	\$ 649,110.00
Additional Interest	\$ 60,605.00
Annual Collection Costs	\$ 67,202.25
<b>Total Annual Installment</b>	<b>\$ 966,917.25</b>

- **Annual Collection Costs** – The cost of administering the District shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for Improvement Area #1 is shown below.

Annual Collection Costs Breakdown	
P3 Works Administration	\$ 31,212.00
City Auditor	2,500.00
Filing Fees	1,000.00
County Collection	1,000.00
PID Trustee Fees	4,500.00
Draw Request Review	11,500.00
P3Works Dev/Issuer CDA Review	4,025.00
Collection Cost Maintenance Balance	10,000.00
Less CCMB Credit from Prior Years	(34.75)
Arbitrage Calculation	1,500.00
<b>Total Annual Collection Costs</b>	<b>\$ 67,202.25</b>

### PREPAYMENT OF ASSESSMENTS

Information regarding any full or partial Prepayments of the Assessments are reflected in the corresponding Assessment Roll.

### EXTRAORDINARY OPTIONAL REDEMPTIONS

Information relating to any redemptions, including extraordinary optional redemption of any PID Bonds, may be available through continuing disclosure filings accessible via EMMA website by searching for the District.

### SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years, and is included below:

		Improvement Area #1				
Annual Installments		1/31/2027	1/31/2028	1/31/2029	1/31/2030	1/31/2031
<i>Improvement Area #1 Bonds</i>						
Principal		\$ 190,000	\$ 198,000	\$ 207,000	\$ 216,000	\$ 225,000
Interest		\$ 649,110	\$ 641,035	\$ 632,620	\$ 623,823	\$ 614,643
Capitalized Interest		\$ -	\$ -	\$ -	\$ -	\$ -
	(1)	\$ 839,110	\$ 839,035	\$ 839,620	\$ 839,823	\$ 839,643
Additional Interest	(2)	\$ 60,605	\$ 59,655	\$ 58,665	\$ 57,630	\$ 56,550
Annual Collection Costs	(3)	\$ 67,202	\$ 68,546	\$ 69,917	\$ 71,316	\$ 72,742
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 966,917</b>	<b>\$ 967,236</b>	<b>\$ 968,202</b>	<b>\$ 968,768</b>	<b>\$ 968,934</b>

## ASSESSMENT ROLL

The list of current Parcels or Lots within the District, the corresponding total Assessments, and current Annual Installment are shown on the corresponding Assessment Roll attached hereto as **Exhibit A(-1)**. The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot. The Parcels or Lots of Assessed Property shown on the corresponding Assessment Roll will receive the bills for the 2026 Annual Installments which will be delinquent if not paid by January 31, 2027. The Parcel IDs shown within an Assessment Roll are subject to change based on the final certified rolls provided by the County prior to billing.

## ADDITIONAL INFORMATION

If the owner of a Parcel claims that an error has been made in any Assessment Roll required by the SAP, a prior Annual Service Plan Update, or this 2026 Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator (at [admin@p3-works.com](mailto:admin@p3-works.com)) by December 1<sup>st</sup> of the year in connection with the approval of such year's Annual Service Plan Update. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the Annual Service Plan Update. The Administrator shall provide a written response to the Governing Body and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The Governing Body shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the Governing Body shall make a final determination as to whether an error has been made. If the Governing Body determines that an error has been made, the [governing body] shall take such corrective action as is authorized by the PID Act, this 2026 Annual Service Plan Update, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the Governing Body. The determination by the Governing Body as to whether an error has been made, and any corrective action taken by the Governing Body shall be final and binding on the owner and the Administrator.

**EXHIBIT A – IMPROVEMENT AREA #1 ASSESSMENT ROLL**

Property ID <sup>[a]</sup>	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27 <sup>[b],[c],[d]</sup>
8733214	IA#1 Unplatted Parcel [b]	\$ 170,624.27	\$ 13,611.05
8733232	IA#1 Unplatted Parcel [b]	\$ 89,863.08	\$ 7,168.56
8720280	IA#1 Unplatted Parcel [b]	\$ 4,243,935.62	\$ 338,547.53
8733245	Non-Benefited	\$ -	\$ -
8733246	2	\$ 19,786.97	\$ 1,578.45
8733247	2	\$ 19,786.97	\$ 1,578.45
8733248	2	\$ 19,786.97	\$ 1,578.45
8733249	2	\$ 19,786.97	\$ 1,578.45
8733250	2	\$ 19,786.97	\$ 1,578.45
8733251	2	\$ 19,786.97	\$ 1,578.45
8733252	2	\$ 19,786.97	\$ 1,578.45
8733253	2	\$ 19,786.97	\$ 1,578.45
8733254	2	\$ 19,786.97	\$ 1,578.45
8733255	2	\$ 19,786.97	\$ 1,578.45
8733256	2	\$ 19,786.97	\$ 1,578.45
8733257	2	\$ 19,786.97	\$ 1,578.45
8733258	2	\$ 19,786.97	\$ 1,578.45
8733259	2	\$ 19,786.97	\$ 1,578.45
8733260	2	\$ 19,786.97	\$ 1,578.45
8733261	2	\$ 19,786.97	\$ 1,578.45
8733262	2	\$ 19,786.97	\$ 1,578.45
8733263	2	\$ 19,786.97	\$ 1,578.45
8733264	2	\$ 19,786.97	\$ 1,578.45
8733265	2	\$ 19,786.97	\$ 1,578.45
8733266	2	\$ 19,786.97	\$ 1,578.45
8733267	2	\$ 19,786.97	\$ 1,578.45
8733268	2	\$ 19,786.97	\$ 1,578.45
8733269	2	\$ 19,786.97	\$ 1,578.45
8733270	2	\$ 19,786.97	\$ 1,578.45
8733271	2	\$ 19,786.97	\$ 1,578.45
8733272	2	\$ 19,786.97	\$ 1,578.45
8733273	2	\$ 19,786.97	\$ 1,578.45
8733274	2	\$ 19,786.97	\$ 1,578.45
8733275	2	\$ 19,786.97	\$ 1,578.45
8733276	4	\$ 23,744.10	\$ 1,894.12
8733277	4	\$ 23,744.10	\$ 1,894.12
8733278	4	\$ 23,744.10	\$ 1,894.12
8733279	4	\$ 23,744.10	\$ 1,894.12
8733280	4	\$ 23,744.10	\$ 1,894.12
8733281	4	\$ 23,744.10	\$ 1,894.12
8733282	4	\$ 23,744.10	\$ 1,894.12

Property ID <sup>[a]</sup>	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27 <sup>[b],[c],[d]</sup>
8733283	4	\$ 23,744.10	\$ 1,894.12
8733284	4	\$ 23,744.10	\$ 1,894.12
8733285	4	\$ 23,744.10	\$ 1,894.12
8733286	4	\$ 23,744.10	\$ 1,894.12
8733287	4	\$ 23,744.10	\$ 1,894.12
8733288	4	\$ 23,744.10	\$ 1,894.12
8733289	4	\$ 23,744.10	\$ 1,894.12
8733290	4	\$ 23,744.10	\$ 1,894.12
8733291	4	\$ 23,744.10	\$ 1,894.12
8733292	2	\$ 19,786.97	\$ 1,578.45
8733293	2	\$ 19,786.97	\$ 1,578.45
8733294	2	\$ 19,786.97	\$ 1,578.45
8733295	2	\$ 19,786.97	\$ 1,578.45
8733296	2	\$ 19,786.97	\$ 1,578.45
8733297	2	\$ 19,786.97	\$ 1,578.45
8733298	2	\$ 19,786.97	\$ 1,578.45
8733299	2	\$ 19,786.97	\$ 1,578.45
8733300	2	\$ 19,786.97	\$ 1,578.45
8733301	2	\$ 19,786.97	\$ 1,578.45
8733302	2	\$ 19,786.97	\$ 1,578.45
8733303	2	\$ 19,786.97	\$ 1,578.45
8733304	2	\$ 19,786.97	\$ 1,578.45
8733305	2	\$ 19,786.97	\$ 1,578.45
8733306	2	\$ 19,786.97	\$ 1,578.45
8733307	2	\$ 19,786.97	\$ 1,578.45
8733308	2	\$ 19,786.97	\$ 1,578.45
8733309	2	\$ 19,786.97	\$ 1,578.45
8733310	2	\$ 19,786.97	\$ 1,578.45
8733311	2	\$ 19,786.97	\$ 1,578.45
8733312	2	\$ 19,786.97	\$ 1,578.45
8733313	2	\$ 19,786.97	\$ 1,578.45
8733314	2	\$ 19,786.97	\$ 1,578.45
8733315	2	\$ 19,786.97	\$ 1,578.45
8733316	2	\$ 19,786.97	\$ 1,578.45
8733317	Non-Benefited	\$ -	\$ -
8733318	2	\$ 19,786.97	\$ 1,578.45
8733319	2	\$ 19,786.97	\$ 1,578.45
8733320	2	\$ 19,786.97	\$ 1,578.45
8733321	2	\$ 19,786.97	\$ 1,578.45
8733322	2	\$ 19,786.97	\$ 1,578.45

Property ID <sup>[a]</sup>	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27 <sup>[b],[c],[d]</sup>
8733323	2	\$ 19,786.97	\$ 1,578.45
8733324	2	\$ 19,786.97	\$ 1,578.45
8733325	Non-Benefited	\$ -	\$ -
8733326	2	\$ 19,786.97	\$ 1,578.45
8733327	2	\$ 19,786.97	\$ 1,578.45
8733328	2	\$ 19,786.97	\$ 1,578.45
8733329	2	\$ 19,786.97	\$ 1,578.45
8733330	2	\$ 19,786.97	\$ 1,578.45
8733331	2	\$ 19,786.97	\$ 1,578.45
8733332	2	\$ 19,786.97	\$ 1,578.45
8733333	2	\$ 19,786.97	\$ 1,578.45
8733334	2	\$ 19,786.97	\$ 1,578.45
8733335	2	\$ 19,786.97	\$ 1,578.45
8733336	2	\$ 19,786.97	\$ 1,578.45
8733337	2	\$ 19,786.97	\$ 1,578.45
8733338	2	\$ 19,786.97	\$ 1,578.45
8733339	2	\$ 19,786.97	\$ 1,578.45
8733340	2	\$ 19,786.97	\$ 1,578.45
8733341	2	\$ 19,786.97	\$ 1,578.45
8733342	2	\$ 19,786.97	\$ 1,578.45
8733343	2	\$ 19,786.97	\$ 1,578.45
8733344	2	\$ 19,786.97	\$ 1,578.45
8733345	2	\$ 19,786.97	\$ 1,578.45
8733346	2	\$ 19,786.97	\$ 1,578.45
8733347	2	\$ 19,786.97	\$ 1,578.45
8733348	2	\$ 19,786.97	\$ 1,578.45
8733349	2	\$ 19,786.97	\$ 1,578.45
8733350	2	\$ 19,786.97	\$ 1,578.45
8733351	2	\$ 19,786.97	\$ 1,578.45
8733352	2	\$ 19,786.97	\$ 1,578.45
8733353	2	\$ 19,786.97	\$ 1,578.45
8733354	2	\$ 19,786.97	\$ 1,578.45
8733355	2	\$ 19,786.97	\$ 1,578.45
8733356	2	\$ 19,786.97	\$ 1,578.45
8733357	2	\$ 19,786.97	\$ 1,578.45
8733358	2	\$ 19,786.97	\$ 1,578.45
8733359	2	\$ 19,786.97	\$ 1,578.45
8733360	2	\$ 19,786.97	\$ 1,578.45
8733361	2	\$ 19,786.97	\$ 1,578.45
8733362	Non-Benefited	\$ -	\$ -

Property ID <sup>[a]</sup>	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27 <sup>[b],[c],[d]</sup>
8733363	Non-Benefited	\$ -	\$ -
8733364	Non-Benefited	\$ -	\$ -
8733365	Non-Benefited	\$ -	\$ -
8733366	4	\$ 23,744.10	\$ 1,894.12
8733367	4	\$ 23,744.10	\$ 1,894.12
8733368	4	\$ 23,744.10	\$ 1,894.12
8733369	4	\$ 23,744.10	\$ 1,894.12
8733370	4	\$ 23,744.10	\$ 1,894.12
8733371	4	\$ 23,744.10	\$ 1,894.12
8733372	4	\$ 23,744.10	\$ 1,894.12
8733373	4	\$ 23,744.10	\$ 1,894.12
8733374	4	\$ 23,744.10	\$ 1,894.12
8733375	4	\$ 23,744.10	\$ 1,894.12
8733376	4	\$ 23,744.10	\$ 1,894.12
8733377	4	\$ 23,744.10	\$ 1,894.12
8733378	4	\$ 23,744.10	\$ 1,894.12
8733379	Non-Benefited	\$ -	\$ -
8733380	3	\$ 22,682.34	\$ 1,809.42
8733381	3	\$ 22,682.34	\$ 1,809.42
8733382	3	\$ 22,682.34	\$ 1,809.42
8733383	3	\$ 22,682.34	\$ 1,809.42
8733384	3	\$ 22,682.34	\$ 1,809.42
8733385	3	\$ 22,682.34	\$ 1,809.42
8733386	3	\$ 22,682.34	\$ 1,809.42
8733387	3	\$ 22,682.34	\$ 1,809.42
8733388	3	\$ 22,682.34	\$ 1,809.42
8733389	3	\$ 22,682.34	\$ 1,809.42
8733390	3	\$ 22,682.34	\$ 1,809.42
8733391	3	\$ 22,682.34	\$ 1,809.42
8733392	3	\$ 22,682.34	\$ 1,809.42
8733393	3	\$ 22,682.34	\$ 1,809.42
8733394	3	\$ 22,682.34	\$ 1,809.42
8733395	3	\$ 22,682.34	\$ 1,809.42
8733396	3	\$ 22,682.34	\$ 1,809.42
8733397	3	\$ 22,682.34	\$ 1,809.42
8733398	2	\$ 19,786.97	\$ 1,578.45
8733399	2	\$ 19,786.97	\$ 1,578.45
8733400	2	\$ 19,786.97	\$ 1,578.45
8733401	2	\$ 19,786.97	\$ 1,578.45
8733402	2	\$ 19,786.97	\$ 1,578.45

Property ID <sup>[a]</sup>	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27 <sup>[b],[c],[d]</sup>
8733403	Non-Benefited		\$ -
8733404	3	\$ 22,682.34	\$ 1,809.42
8733405	3	\$ 22,682.34	\$ 1,809.42
8733406	3	\$ 22,682.34	\$ 1,809.42
8733407	3	\$ 22,682.34	\$ 1,809.42
8733408	3	\$ 22,682.34	\$ 1,809.42
8733409	3	\$ 22,682.34	\$ 1,809.42
8733410	3	\$ 22,682.34	\$ 1,809.42
8733411	3	\$ 22,682.34	\$ 1,809.42
8733412	3	\$ 22,682.34	\$ 1,809.42
8733413	3	\$ 22,682.34	\$ 1,809.42
8733414	3	\$ 22,682.34	\$ 1,809.42
8733415	3	\$ 22,682.34	\$ 1,809.42
8733416	3	\$ 22,682.34	\$ 1,809.42
8733417	3	\$ 22,682.34	\$ 1,809.42
8733418	3	\$ 22,682.34	\$ 1,809.42
8733441	3	\$ 22,682.34	\$ 1,809.42
8733442	3	\$ 22,682.34	\$ 1,809.42
8733443	3	\$ 22,682.34	\$ 1,809.42
8733444	3	\$ 22,682.34	\$ 1,809.42
8733445	3	\$ 22,682.34	\$ 1,809.42
8733446	3	\$ 22,682.34	\$ 1,809.42
8733447	3	\$ 22,682.34	\$ 1,809.42
8733448	3	\$ 22,682.34	\$ 1,809.42
8733449	3	\$ 22,682.34	\$ 1,809.42
8733450	Non-Benefited	\$ -	\$ -
8739590	2	\$ 19,786.97	\$ 1,578.45
8739591	2	\$ 19,786.97	\$ 1,578.45
8739592	2	\$ 19,786.97	\$ 1,578.45
8739593	2	\$ 19,786.97	\$ 1,578.45
8739594	2	\$ 19,786.97	\$ 1,578.45
8739595	2	\$ 19,786.97	\$ 1,578.45
8739596	2	\$ 19,786.97	\$ 1,578.45
8739597	2	\$ 19,786.97	\$ 1,578.45
8739598	2	\$ 19,786.97	\$ 1,578.45
8739599	2	\$ 19,786.97	\$ 1,578.45
8739600	2	\$ 19,786.97	\$ 1,578.45
8739601	2	\$ 19,786.97	\$ 1,578.45
8739602	2	\$ 19,786.97	\$ 1,578.45
8739603	2	\$ 19,786.97	\$ 1,578.45

Property ID <sup>[a]</sup>	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27 <sup>[b],[c],[d]</sup>
8739604	2	\$ 19,786.97	\$ 1,578.45
8739605	2	\$ 19,786.97	\$ 1,578.45
8739606	2	\$ 19,786.97	\$ 1,578.45
8739607	2	\$ 19,786.97	\$ 1,578.45
8739608	2	\$ 19,786.97	\$ 1,578.45
8739609	2	\$ 19,786.97	\$ 1,578.45
8739610	2	\$ 19,786.97	\$ 1,578.45
8739611	2	\$ 19,786.97	\$ 1,578.45
8739612	2	\$ 19,786.97	\$ 1,578.45
8739613	2	\$ 19,786.97	\$ 1,578.45
8739614	2	\$ 19,786.97	\$ 1,578.45
8739615	2	\$ 19,786.97	\$ 1,578.45
8739616	2	\$ 19,786.97	\$ 1,578.45
8739617	2	\$ 19,786.97	\$ 1,578.45
8739618	2	\$ 19,786.97	\$ 1,578.45
8739619	2	\$ 19,786.97	\$ 1,578.45
8739620	2	\$ 19,786.97	\$ 1,578.45
8739621	2	\$ 19,786.97	\$ 1,578.45
8739622	2	\$ 19,786.97	\$ 1,578.45
8739623	2	\$ 19,786.97	\$ 1,578.45
8739624	2	\$ 19,786.97	\$ 1,578.45
8739625	2	\$ 19,786.97	\$ 1,578.45
8739626	2	\$ 19,786.97	\$ 1,578.45
8739627	2	\$ 19,786.97	\$ 1,578.45
8739628	2	\$ 19,786.97	\$ 1,578.45
8739629	2	\$ 19,786.97	\$ 1,578.45
8739630	2	\$ 19,786.97	\$ 1,578.45
8739631	Non-Benefited	\$ -	\$ -
8739632	2	\$ 19,786.97	\$ 1,578.45
8739633	2	\$ 19,786.97	\$ 1,578.45
8739634	2	\$ 19,786.97	\$ 1,578.45
8739635	2	\$ 19,786.97	\$ 1,578.45
8739636	2	\$ 19,786.97	\$ 1,578.45
8739637	2	\$ 19,786.97	\$ 1,578.45
8739638	2	\$ 19,786.97	\$ 1,578.45
8739639	2	\$ 19,786.97	\$ 1,578.45
8739640	2	\$ 19,786.97	\$ 1,578.45
8739641	3	\$ 22,682.34	\$ 1,809.42
8739642	3	\$ 22,682.34	\$ 1,809.42
8739643	3	\$ 22,682.34	\$ 1,809.42

Property ID <sup>[a]</sup>	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27 <sup>[b],[c],[d]</sup>
8739644	3	\$ 22,682.34	\$ 1,809.42
8739645	3	\$ 22,682.34	\$ 1,809.42
8739646	3	\$ 22,682.34	\$ 1,809.42
8739647	3	\$ 22,682.34	\$ 1,809.42
8739648	3	\$ 22,682.34	\$ 1,809.42
8739649	3	\$ 22,682.34	\$ 1,809.42
8739650	3	\$ 22,682.34	\$ 1,809.42
8739651	3	\$ 22,682.34	\$ 1,809.42
8739652	3	\$ 22,682.34	\$ 1,809.42
8739653	3	\$ 22,682.34	\$ 1,809.42
8739654	3	\$ 22,682.34	\$ 1,809.42
8739655	3	\$ 22,682.34	\$ 1,809.42
8739656	3	\$ 22,682.34	\$ 1,809.42
8739657	Non-Benefited	\$ -	\$ -
8739658	Non-Benefited	\$ -	\$ -
8739660	4	\$ 23,744.10	\$ 1,894.12
8739661	4	\$ 23,744.10	\$ 1,894.12
8739662	4	\$ 23,744.10	\$ 1,894.12
8739663	4	\$ 23,744.10	\$ 1,894.12
8739664	4	\$ 23,744.10	\$ 1,894.12
8739665	4	\$ 23,744.10	\$ 1,894.12
8739666	4	\$ 23,744.10	\$ 1,894.12
8739667	4	\$ 23,744.10	\$ 1,894.12
8739668	4	\$ 23,744.10	\$ 1,894.12
8739669	4	\$ 23,744.10	\$ 1,894.12
8739670	4	\$ 23,744.10	\$ 1,894.12
8739671	4	\$ 23,744.10	\$ 1,894.12
8739672	4	\$ 23,744.10	\$ 1,894.12
8739673	4	\$ 23,744.10	\$ 1,894.12
8739674	4	\$ 23,744.10	\$ 1,894.12
8739675	4	\$ 23,744.10	\$ 1,894.12
8739676	4	\$ 23,744.10	\$ 1,894.12
8739677	4	\$ 23,744.10	\$ 1,894.12
8739678	4	\$ 23,744.10	\$ 1,894.12
8739679	4	\$ 23,744.10	\$ 1,894.12
8739680	Non-Benefited	\$ -	\$ -
8739681	4	\$ 23,744.10	\$ 1,894.12
8739682	4	\$ 23,744.10	\$ 1,894.12
8739683	4	\$ 23,744.10	\$ 1,894.12
8739684	4	\$ 23,744.10	\$ 1,894.12

Property ID <sup>[a]</sup>	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27 <sup>[b],[c],[d]</sup>
8739685	Non-Benefited	\$ -	\$ -
8739686	3	\$ 22,682.34	\$ 1,809.42
8739687	3	\$ 22,682.34	\$ 1,809.42
8739688	3	\$ 22,682.34	\$ 1,809.42
8739689	3	\$ 22,682.34	\$ 1,809.42
8739690	3	\$ 22,682.34	\$ 1,809.42
8739691	3	\$ 22,682.34	\$ 1,809.42
8739692	3	\$ 22,682.34	\$ 1,809.42
8739693	Non-Benefited	\$ -	\$ -
8739694	Non-Benefited	\$ -	\$ -
8739695	Non-Benefited	\$ -	\$ -
8739696	3	\$ 22,682.34	\$ 1,809.42
8739697	3	\$ 22,682.34	\$ 1,809.42
8739698	3	\$ 22,682.34	\$ 1,809.42
8739699	3	\$ 22,682.34	\$ 1,809.42
8739700	3	\$ 22,682.34	\$ 1,809.42
8739701	3	\$ 22,682.34	\$ 1,809.42
8739702	3	\$ 22,682.34	\$ 1,809.42
8739703	3	\$ 22,682.34	\$ 1,809.42
8739704	3	\$ 22,682.34	\$ 1,809.42
8739705	Non-Benefited	\$ -	\$ -
8739706	3	\$ 22,682.34	\$ 1,809.42
8739707	3	\$ 22,682.34	\$ 1,809.42
8739708	3	\$ 22,682.34	\$ 1,809.42
8739709	3	\$ 22,682.34	\$ 1,809.42
8739710	3	\$ 22,682.34	\$ 1,809.42
8739711	3	\$ 22,682.34	\$ 1,809.42
8739712	3	\$ 22,682.34	\$ 1,809.42
8739713	3	\$ 22,682.34	\$ 1,809.42
8739714	3	\$ 22,682.34	\$ 1,809.42
8739715	Non-Benefited	\$ -	\$ -
8739716	3	\$ 22,682.34	\$ 1,809.42
8739717	3	\$ 22,682.34	\$ 1,809.42
8739718	3	\$ 22,682.34	\$ 1,809.42
8739719	3	\$ 22,682.34	\$ 1,809.42
8739720	3	\$ 22,682.34	\$ 1,809.42
8739721	3	\$ 22,682.34	\$ 1,809.42
8739722	Non-Benefited	\$ -	\$ -
8739723	Non-Benefited	\$ -	\$ -
8739724	3	\$ 22,682.34	\$ 1,809.42

Property ID <sup>[a]</sup>	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27 <sup>[b],[c],[d]</sup>
8739725	3	\$ 22,682.34	\$ 1,809.42
8739726	3	\$ 22,682.34	\$ 1,809.42
8739727	3	\$ 22,682.34	\$ 1,809.42
8739728	3	\$ 22,682.34	\$ 1,809.42
8739729	3	\$ 22,682.34	\$ 1,809.42
8739730	3	\$ 22,682.34	\$ 1,809.42
8739731	3	\$ 22,682.34	\$ 1,809.42
8739732	3	\$ 22,682.34	\$ 1,809.42
8739733	3	\$ 22,682.34	\$ 1,809.42
8739734	3	\$ 22,682.34	\$ 1,809.42
8739735	3	\$ 22,682.34	\$ 1,809.42
8739736	3	\$ 22,682.34	\$ 1,809.42
8739737	3	\$ 22,682.34	\$ 1,809.42
8739738	Non-Benefited	\$ -	\$ -
8739739	3	\$ 22,682.34	\$ 1,809.42
8739740	3	\$ 22,682.34	\$ 1,809.42
8739741	3	\$ 22,682.34	\$ 1,809.42
8739742	3	\$ 22,682.34	\$ 1,809.42
8739743	3	\$ 22,682.34	\$ 1,809.42
8739744	3	\$ 22,682.34	\$ 1,809.42
8739745	3	\$ 22,682.34	\$ 1,809.42
8739746	Non-Benefited	\$ -	\$ -
8739747	3	\$ 22,682.34	\$ 1,809.42
8739748	3	\$ 22,682.34	\$ 1,809.42
8739749	3	\$ 22,682.34	\$ 1,809.42
8739750	3	\$ 22,682.34	\$ 1,809.42
8739751	3	\$ 22,682.34	\$ 1,809.42
8739752	3	\$ 22,682.34	\$ 1,809.42
8739753	3	\$ 22,682.34	\$ 1,809.42
8739754	3	\$ 22,682.34	\$ 1,809.42
8739755	3	\$ 22,682.34	\$ 1,809.42
8739756	3	\$ 22,682.34	\$ 1,809.42
8739757	3	\$ 22,682.34	\$ 1,809.42
8739758	3	\$ 22,682.34	\$ 1,809.42
8739759	3	\$ 22,682.34	\$ 1,809.42
8739760	3	\$ 22,682.34	\$ 1,809.42
8739761	3	\$ 22,682.34	\$ 1,809.42
8739762	3	\$ 22,682.34	\$ 1,809.42
8739763	3	\$ 22,682.34	\$ 1,809.42
8739764	3	\$ 22,682.34	\$ 1,809.42

Property ID <sup>[a]</sup>	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27 <sup>[b],[c],[d]</sup>
8739765	Non-Benefited	\$ -	\$ -
8739766	Non-Benefited	\$ -	\$ -
8739767	5	\$ 23,744.10	\$ 1,894.12
8739768	5	\$ 23,744.10	\$ 1,894.12
8739769	5	\$ 23,744.10	\$ 1,894.12
8739770	5	\$ 23,744.10	\$ 1,894.12
8739771	5	\$ 23,744.10	\$ 1,894.12
8739772	5	\$ 23,744.10	\$ 1,894.12
8739773	5	\$ 23,744.10	\$ 1,894.12
8739774	5	\$ 23,744.10	\$ 1,894.12
8739775	5	\$ 23,744.10	\$ 1,894.12
8739776	5	\$ 23,744.10	\$ 1,894.12
8739777	5	\$ 23,744.10	\$ 1,894.12
8739778	5	\$ 23,744.10	\$ 1,894.12
8739779	5	\$ 23,744.10	\$ 1,894.12
8739780	5	\$ 23,744.10	\$ 1,894.12
8739781	5	\$ 23,744.10	\$ 1,894.12
8739782	5	\$ 23,744.10	\$ 1,894.12
8739783	5	\$ 23,744.10	\$ 1,894.12
8739784	5	\$ 23,744.10	\$ 1,894.12
<b>Total</b>		<b>\$ 12,121,000.00</b>	<b>\$ 966,918.27</b>

**Notes:**

<sup>[a]</sup> Property IDs preliminary and subject to change based on the final certified rolls provided by the County prior to billing.

<sup>[b]</sup> The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.

<sup>[c]</sup> Totals may not add or match the Service Plan or Improvement Area #1 Bond Annual Installment Schedule due to rounding or prepaid unredeemed bonds.

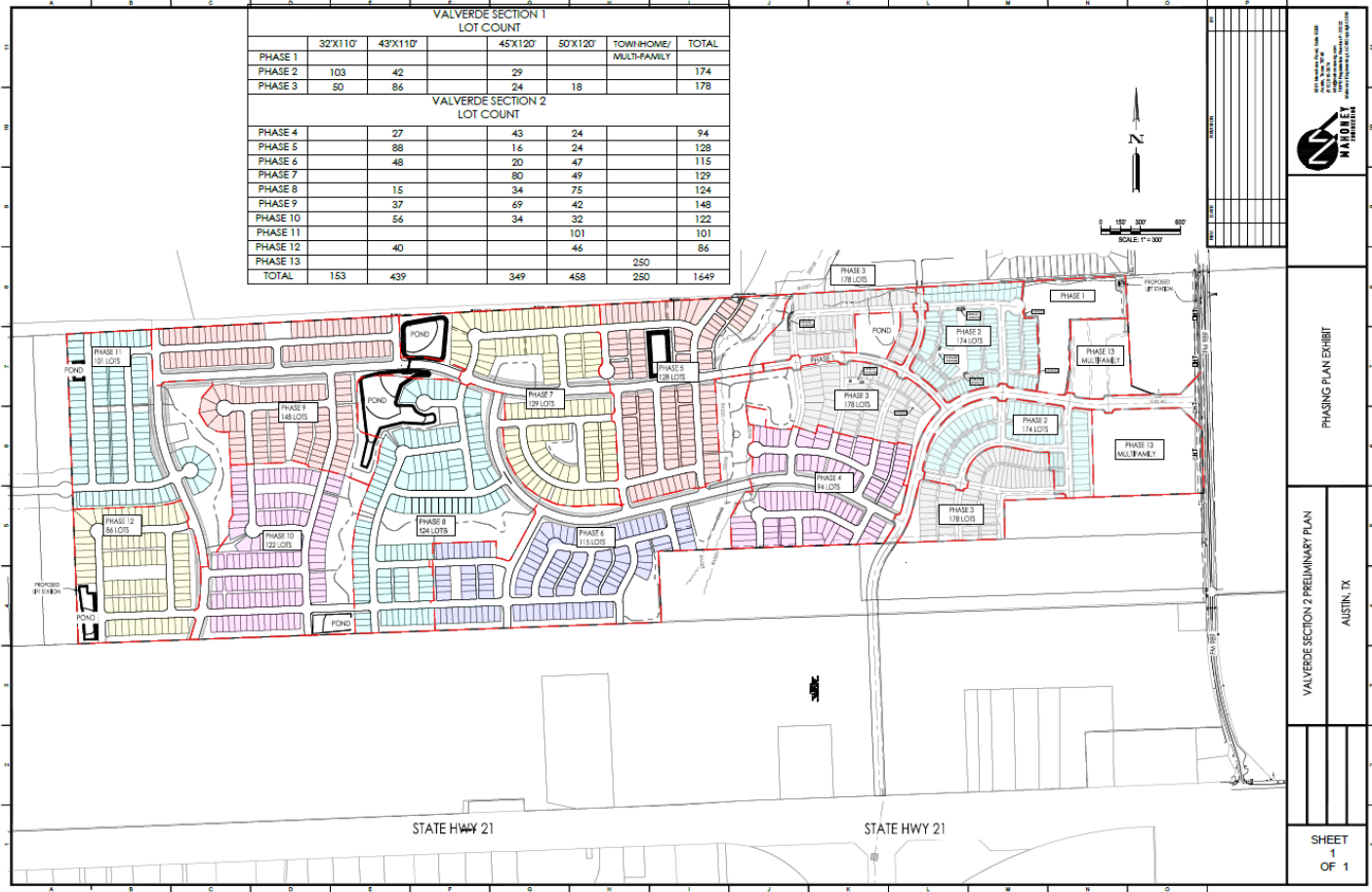
<sup>[d]</sup> Until a final plat is recorded within the unplatted Parcels of Improvement Area #1, the outstanding Assessment and Annual Installments will be allocated based on acreage.

## EXHIBIT B-1 – DEBT SERVICE SCHEDULE

Bond Debt Service  
City of Bastrop, Texas  
Special Assessment Revenue Bonds, Series 2025  
Iverde Public Improvement District Improvement Area  
Bonds Callable September 1, 2033 @ Par  
FINAL NUMBERS

Period Ending	Principal	Interest	Debt Service
9/1/2025		244,492.31	244,492.31
9/1/2026	182,000	656,845.00	838,845.00
9/1/2027	190,000	649,110.00	839,110.00
9/1/2028	198,000	641,035.00	839,035.00
9/1/2029	207,000	632,620.00	839,620.00
9/1/2030	216,000	623,822.50	839,822.50
9/1/2031	225,000	614,642.50	839,642.50
9/1/2032	236,000	604,236.26	840,236.26
9/1/2033	247,000	593,321.26	840,321.26
9/1/2034	259,000	581,897.50	840,897.50
9/1/2035	271,000	569,918.76	840,918.76
9/1/2036	284,000	557,385.00	841,385.00
9/1/2037	300,000	542,120.00	842,120.00
9/1/2038	316,000	525,995.00	841,995.00
9/1/2039	334,000	509,010.00	843,010.00
9/1/2040	352,000	491,057.50	843,057.50
9/1/2041	372,000	472,137.50	844,137.50
9/1/2042	393,000	452,142.50	845,142.50
9/1/2043	415,000	431,018.76	846,018.76
9/1/2044	438,000	408,712.50	846,712.50
9/1/2045	462,000	385,170.00	847,170.00
9/1/2046	488,000	360,337.50	848,337.50
9/1/2047	517,000	332,887.50	849,887.50
9/1/2048	547,000	303,806.26	850,806.26
9/1/2049	580,000	273,037.50	853,037.50
9/1/2050	614,000	240,412.50	854,412.50
9/1/2051	650,000	205,875.00	855,875.00
9/1/2052	689,000	169,312.50	858,312.50
9/1/2053	729,000	130,556.26	859,556.26
9/1/2054	773,000	89,550.00	862,550.00
9/1/2055	819,000	46,068.76	865,068.76
	<u>12,303,000</u>	<u>13,338,533.63</u>	<u>25,641,533.63</u>

## EXHIBIT C – LOT TYPE CLASSIFICATION MAP



## EXHIBIT D – BUYER DISCLOSURES

Buyer disclosures for the following Lot Types are found in this Exhibit:

- Improvement Area 1
  - Lot Type 1
  - Lot Type 2
  - Lot Type 3
  - Lot Type 4
  - Lot Type 5
  - Improvement Area #1 Unplatted Parcel

**VALVERDE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 – LOT  
TYPE 1 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the City in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF BASTROP, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 1 PRINCIPAL ASSESSMENT: \$ 18,017.69**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Valverde Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

CITY OF BASTROP §

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

\_\_\_\_\_  
<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS §

§

CITY OF BASTROP §

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

**ANNUAL INSTALLMENTS - LOT TYPE 1**

Annual Installments Due 1/31	Improvement Area #1 Bonds					Total Annual Installment <sup>3</sup>
	Principal	Interest <sup>1</sup>	Capitalized Interest	Additional Interest <sup>2</sup>	Annual Collection Costs	
2027	282.43	964.89	-	90.09	99.90	1,437.31
2028	294.32	952.89	-	88.68	84.51	1,420.40
2029	307.70	940.38	-	87.20	86.20	1,421.49
2030	321.08	927.30	-	85.67	87.92	1,421.97
2031	334.46	913.66	-	84.06	89.68	1,421.86
2032	350.81	898.19	-	82.39	91.48	1,422.86
2033	367.16	881.96	-	80.63	93.31	1,423.06
2034	385.00	864.98	-	78.80	95.17	1,423.95
2035	402.84	847.18	-	76.87	97.07	1,423.96
2036	422.16	828.54	-	74.86	99.02	1,424.58
2037	445.95	805.85	-	72.75	101.00	1,425.54
2038	469.73	781.88	-	70.52	103.02	1,425.15
2039	496.49	756.64	-	68.17	105.08	1,426.37
2040	523.24	729.95	-	65.69	107.18	1,426.06
2041	552.97	701.83	-	63.07	109.32	1,427.19
2042	584.19	672.10	-	60.31	111.51	1,428.11
2043	616.89	640.70	-	57.39	113.74	1,428.72
2044	651.08	607.55	-	54.30	116.01	1,428.94
2045	686.76	572.55	-	51.05	118.33	1,428.69
2046	725.40	535.64	-	47.61	120.70	1,429.35
2047	768.51	494.83	-	43.99	123.11	1,430.44
2048	813.11	451.60	-	40.14	125.58	1,430.43
2049	862.16	405.87	-	36.08	128.09	1,432.19
2050	912.70	357.37	-	31.77	130.65	1,432.49
2051	966.22	306.03	-	27.20	133.26	1,432.71
2052	1,024.19	251.68	-	22.37	135.93	1,434.17
2053	1,083.65	194.07	-	17.25	138.65	1,433.62
2054	1,149.05	133.11	-	11.83	141.42	1,435.42
2055	1,217.43	68.48	-	6.09	144.25	1,436.25
<b>Total</b>	<b>\$ 18,017.69</b>	<b>\$ 18,487.71</b>	<b>\$ -</b>	<b>\$ 1,676.82</b>	<b>\$ 3,231.07</b>	<b>\$ 41,413.29</b>

**Footnotes:**

- 1) Interest is calculated at the actual rate of the PID Bonds.
- 2) Additional Interest is calculated at the Additional Interest Rate.
- 3) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

**VALVERDE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 - LOT  
TYPE 2 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the City in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF BASTROP, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_

PROPERTY ADDRESS

**LOT TYPE 2 PRINCIPAL ASSESSMENT: \$19,786.97**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Valverde Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

CITY OF BASTROP §

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

\_\_\_\_\_  
<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS §

§

CITY OF BASTROP §

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

## ANNUAL INSTALLMENTS - LOT TYPE 2

Annual Installments Due 1/31	Improvement Area #1 Bonds					Total Annual Installment <sup>3</sup>
	Principal	Interest <sup>1</sup>	Capitalized Interest	Additional Interest <sup>2</sup>	Annual Collection Costs	
2027	310.17	1,059.64	-	98.93	109.70	1,578.45
2028	323.23	1,046.46	-	97.38	92.81	1,559.88
2029	337.92	1,032.72	-	95.77	94.66	1,561.07
2030	352.61	1,018.36	-	94.08	96.56	1,561.61
2031	367.30	1,003.38	-	92.32	98.49	1,561.48
2032	385.26	986.39	-	90.48	100.46	1,562.58
2033	403.22	968.57	-	88.55	102.47	1,562.80
2034	422.81	949.92	-	86.54	104.52	1,563.78
2035	442.39	930.37	-	84.42	106.61	1,563.79
2036	463.62	909.90	-	82.21	108.74	1,564.47
2037	489.74	884.99	-	79.89	110.91	1,565.53
2038	515.86	858.66	-	77.44	113.13	1,565.09
2039	545.24	830.94	-	74.86	115.39	1,566.43
2040	574.62	801.63	-	72.14	117.70	1,566.09
2041	607.27	770.74	-	69.26	120.06	1,567.34
2042	641.55	738.10	-	66.23	122.46	1,568.34
2043	677.47	703.62	-	63.02	124.91	1,569.01
2044	715.01	667.20	-	59.63	127.41	1,569.26
2045	754.19	628.77	-	56.06	129.95	1,568.98
2046	796.64	588.23	-	52.29	132.55	1,569.71
2047	843.98	543.42	-	48.30	135.20	1,570.91
2048	892.95	495.95	-	44.08	137.91	1,570.89
2049	946.82	445.72	-	39.62	140.67	1,572.83
2050	1,002.33	392.46	-	34.89	143.48	1,573.15
2051	1,061.09	336.08	-	29.87	146.35	1,573.40
2052	1,124.76	276.39	-	24.57	149.28	1,575.00
2053	1,190.06	213.13	-	18.94	152.26	1,574.39
2054	1,261.89	146.19	-	12.99	155.31	1,576.37
2055	1,336.98	75.21	-	6.68	158.41	1,577.28
<b>Total</b>	<b>\$ 19,786.97</b>	<b>\$ 20,303.14</b>	<b>\$ -</b>	<b>\$ 1,841.47</b>	<b>\$ 3,548.35</b>	<b>\$ 45,479.92</b>

**Footnotes:**

- 1) Interest is calculated at the actual rate of the PID Bonds.
- 2) Additional Interest is calculated at the Additional Interest Rate.
- 3) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

**VALVERDE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 - LOT  
TYPE 3 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the City in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF BASTROP, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_

PROPERTY ADDRESS

**LOT TYPE 3 PRINCIPAL ASSESSMENT: \$22,682.34**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Valverde Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

CITY OF BASTROP §

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS §

§

CITY OF BASTROP §

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

## ANNUAL INSTALLMENTS - LOT TYPE 3

Annual Installments Due 1/31	Improvement Area #1 Bonds					Total Annual Installment <sup>3</sup>
	Principal	Interest <sup>1</sup>	Capitalized Interest	Additional Interest <sup>2</sup>	Annual Collection Costs	
2027	355.55	1,214.70	-	113.41	125.76	1,809.42
2028	370.52	1,199.59	-	111.63	106.39	1,788.13
2029	387.36	1,183.84	-	109.78	108.52	1,789.50
2030	404.21	1,167.38	-	107.84	110.69	1,790.11
2031	421.05	1,150.20	-	105.82	112.90	1,789.97
2032	441.63	1,130.72	-	103.72	115.16	1,791.23
2033	462.22	1,110.30	-	101.51	117.46	1,791.49
2034	484.67	1,088.92	-	99.20	119.81	1,792.60
2035	507.13	1,066.50	-	96.78	122.21	1,792.62
2036	531.46	1,043.05	-	94.24	124.65	1,793.40
2037	561.40	1,014.48	-	91.58	127.14	1,794.61
2038	591.34	984.31	-	88.78	129.69	1,794.11
2039	625.02	952.52	-	85.82	132.28	1,795.65
2040	658.71	918.93	-	82.69	134.93	1,795.26
2041	696.13	883.52	-	79.40	137.62	1,796.68
2042	735.43	846.11	-	75.92	140.38	1,797.83
2043	776.60	806.58	-	72.24	143.18	1,798.60
2044	819.64	764.83	-	68.36	146.05	1,798.88
2045	864.55	720.78	-	64.26	148.97	1,798.56
2046	913.21	674.31	-	59.94	151.95	1,799.40
2047	967.48	622.94	-	55.37	154.99	1,800.78
2048	1,023.62	568.52	-	50.54	158.09	1,800.76
2049	1,085.37	510.94	-	45.42	161.25	1,802.98
2050	1,148.99	449.89	-	39.99	164.47	1,803.35
2051	1,216.36	385.26	-	34.25	167.76	1,803.63
2052	1,289.34	316.84	-	28.16	171.12	1,805.46
2053	1,364.20	244.31	-	21.72	174.54	1,804.77
2054	1,446.54	167.58	-	14.90	178.03	1,807.04
2055	1,532.62	86.21	-	7.66	181.59	1,808.08
<b>Total</b>	<b>\$ 22,682.34</b>	<b>\$ 23,274.05</b>	<b>\$ -</b>	<b>\$ 2,110.93</b>	<b>\$ 4,067.57</b>	<b>\$ 52,134.89</b>

**Footnotes:**

- 1) Interest is calculated at the actual rate of the PID Bonds.
- 2) Additional Interest is calculated at the Additional Interest Rate.
- 3) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

**VALVERDE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 - LOT  
TYPE 4 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the City in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF BASTROP, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_

PROPERTY ADDRESS

**LOT TYPE 4 PRINCIPAL ASSESSMENT: \$23,744.10**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Valverde Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

CITY OF BASTROP §

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

\_\_\_\_\_  
<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS §

§

CITY OF BASTROP §

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

## ANNUAL INSTALLMENTS - LOT TYPE 4

Annual Installments Due 1/31	Improvement Area #1 Bonds					Total Annual Installment <sup>3</sup>
	Principal	Interest <sup>1</sup>	Capitalized Interest	Additional Interest <sup>2</sup>	Annual Collection Costs	
2027	372.20	1,271.56	-	118.72	131.64	1,894.12
2028	387.87	1,255.74	-	116.86	111.37	1,871.83
2029	405.50	1,239.25	-	114.92	113.60	1,873.27
2030	423.13	1,222.02	-	112.89	115.87	1,873.91
2031	440.76	1,204.04	-	110.78	118.18	1,873.76
2032	462.31	1,183.65	-	108.57	120.55	1,875.08
2033	483.85	1,162.27	-	106.26	122.96	1,875.35
2034	507.36	1,139.89	-	103.84	125.42	1,876.51
2035	530.87	1,116.43	-	101.31	127.93	1,876.53
2036	556.33	1,091.87	-	98.65	130.49	1,877.34
2037	587.68	1,061.97	-	95.87	133.10	1,878.61
2038	619.02	1,030.38	-	92.93	135.76	1,878.09
2039	654.28	997.11	-	89.84	138.47	1,879.70
2040	689.54	961.94	-	86.56	141.24	1,879.29
2041	728.72	924.88	-	83.12	144.07	1,880.78
2042	769.86	885.71	-	79.47	146.95	1,881.99
2043	812.95	844.33	-	75.62	149.89	1,882.80
2044	858.01	800.64	-	71.56	152.88	1,883.09
2045	905.02	754.52	-	67.27	155.94	1,882.75
2046	955.95	705.87	-	62.74	159.06	1,883.63
2047	1,012.76	652.10	-	57.96	162.24	1,885.07
2048	1,071.53	595.13	-	52.90	165.49	1,885.05
2049	1,136.18	534.86	-	47.54	168.80	1,887.37
2050	1,202.78	470.95	-	41.86	172.17	1,887.76
2051	1,273.30	403.29	-	35.85	175.62	1,888.06
2052	1,349.70	331.67	-	29.48	179.13	1,889.98
2053	1,428.05	255.75	-	22.73	182.71	1,889.25
2054	1,514.25	175.42	-	15.59	186.37	1,891.63
2055	1,604.36	90.25	-	8.02	190.09	1,892.72
<b>Total</b>	<b>\$ 23,744.10</b>	<b>\$ 24,363.51</b>	<b>\$ -</b>	<b>\$ 2,209.74</b>	<b>\$ 4,257.97</b>	<b>\$ 54,575.32</b>

**Footnotes:**

- 1) Interest is calculated at the actual rate of the PID Bonds.
- 2) Additional Interest is calculated at the Additional Interest Rate.
- 3) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

**VALVERDE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 - LOT  
TYPE 5 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the City in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF BASTROP, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 5 PRINCIPAL ASSESSMENT: \$23,744.10**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Valverde Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

CITY OF BASTROP §

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

\_\_\_\_\_  
<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS §

§

CITY OF BASTROP §

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

## ANNUAL INSTALLMENTS - LOT TYPE 5

Annual Installments Due 1/31	Improvement Area #1 Bonds					Total Annual Installment <sup>3</sup>
	Principal	Interest <sup>1</sup>	Capitalized Interest	Additional Interest <sup>2</sup>	Annual Collection Costs	
2027	372.20	1,271.56	-	118.72	131.64	1,894.12
2028	387.87	1,255.74	-	116.86	111.37	1,871.83
2029	405.50	1,239.25	-	114.92	113.60	1,873.27
2030	423.13	1,222.02	-	112.89	115.87	1,873.91
2031	440.76	1,204.04	-	110.78	118.18	1,873.76
2032	462.31	1,183.65	-	108.57	120.55	1,875.08
2033	483.85	1,162.27	-	106.26	122.96	1,875.35
2034	507.36	1,139.89	-	103.84	125.42	1,876.51
2035	530.87	1,116.43	-	101.31	127.93	1,876.53
2036	556.33	1,091.87	-	98.65	130.49	1,877.34
2037	587.68	1,061.97	-	95.87	133.10	1,878.61
2038	619.02	1,030.38	-	92.93	135.76	1,878.09
2039	654.28	997.11	-	89.84	138.47	1,879.70
2040	689.54	961.94	-	86.56	141.24	1,879.29
2041	728.72	924.88	-	83.12	144.07	1,880.78
2042	769.86	885.71	-	79.47	146.95	1,881.99
2043	812.95	844.33	-	75.62	149.89	1,882.80
2044	858.01	800.64	-	71.56	152.88	1,883.09
2045	905.02	754.52	-	67.27	155.94	1,882.75
2046	955.95	705.87	-	62.74	159.06	1,883.63
2047	1,012.76	652.10	-	57.96	162.24	1,885.07
2048	1,071.53	595.13	-	52.90	165.49	1,885.05
2049	1,136.18	534.86	-	47.54	168.80	1,887.37
2050	1,202.78	470.95	-	41.86	172.17	1,887.76
2051	1,273.30	403.29	-	35.85	175.62	1,888.06
2052	1,349.70	331.67	-	29.48	179.13	1,889.98
2053	1,428.05	255.75	-	22.73	182.71	1,889.25
2054	1,514.25	175.42	-	15.59	186.37	1,891.63
2055	1,604.36	90.25	-	8.02	190.09	1,892.72
<b>Total</b>	<b>\$ 23,744.10</b>	<b>\$ 24,363.51</b>	<b>\$ -</b>	<b>\$ 2,209.74</b>	<b>\$ 4,257.97</b>	<b>\$ 54,575.32</b>

**Footnotes:**

- 1) Interest is calculated at the actual rate of the PID Bonds.
- 2) Additional Interest is calculated at the Additional Interest Rate.
- 3) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

**VALVERDE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1**  
**UNPLATTED PARCEL BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the City in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF BASTROP, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
PROPERTY ADDRESS

**IMPROVEMENT AREA #1 UNPLATTED PARCEL PRINCIPAL ASSESSMENT:**  
**\$4,504,422.97**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Valverde Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

CITY OF BASTROP §

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

\_\_\_\_\_  
<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS §

§

CITY OF BASTROP §

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

## ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 UNPLATTED PARCEL

Annual Installments Due 1/31	Improvement Area #1 Bonds					Total Annual Installment <sup>3</sup>
	Principal	Interest <sup>1</sup>	Capitalized Interest	Additional Interest <sup>2</sup>	Annual Collection Costs	
2027	70,608.07	241,223.17	-	22,522.11	24,973.79	359,327.14
2028	73,581.04	238,222.32	-	22,169.07	21,127.32	355,099.76
2029	76,925.63	235,095.13	-	21,801.17	21,549.87	355,371.80
2030	80,270.22	231,825.79	-	21,416.54	21,980.87	355,493.42
2031	83,614.81	228,414.31	-	21,015.19	22,420.48	355,464.79
2032	87,702.65	224,547.12	-	20,597.12	22,868.89	355,715.78
2033	91,790.49	220,490.88	-	20,158.60	23,326.27	355,766.24
2034	96,249.94	216,245.56	-	19,699.65	23,792.80	355,987.95
2035	100,709.40	211,794.01	-	19,218.40	24,268.65	355,990.46
2036	105,540.48	207,136.19	-	18,714.85	24,754.03	356,145.55
2037	111,486.42	201,463.39	-	18,187.15	25,249.11	356,386.07
2038	117,432.36	195,471.00	-	17,629.72	25,754.09	356,287.17
2039	124,121.55	189,159.01	-	17,042.56	26,269.17	356,592.28
2040	130,810.73	182,487.47	-	16,421.95	26,794.55	356,514.71
2041	138,243.16	175,456.40	-	15,767.90	27,330.45	356,797.90
2042	146,047.21	168,025.83	-	15,076.68	27,877.05	357,026.77
2043	154,222.88	160,175.79	-	14,346.44	28,434.60	357,179.71
2044	162,770.17	151,886.31	-	13,575.33	29,003.29	357,235.10
2045	171,689.09	143,137.41	-	12,761.48	29,583.35	357,171.33
2046	181,351.24	133,909.13	-	11,903.03	30,175.02	357,338.42
2047	192,128.26	123,708.12	-	10,996.28	30,778.52	357,611.18
2048	203,276.90	112,900.91	-	10,035.64	31,394.09	357,607.54
2049	215,540.41	101,466.58	-	9,019.25	32,021.97	358,048.21
2050	228,175.54	89,342.43	-	7,941.55	32,662.41	358,121.93
2051	241,553.91	76,507.56	-	6,800.67	33,315.66	358,177.80
2052	256,047.14	62,920.15	-	5,592.90	33,981.97	358,542.17
2053	270,912.00	48,517.50	-	4,312.67	34,661.61	358,403.78
2054	287,263.34	33,278.70	-	2,958.11	35,354.85	358,854.99
2055	304,357.93	17,120.14	-	1,521.79	36,061.94	359,061.79
<b>Total</b>	<b>\$ 4,504,422.97</b>	<b>\$ 4,621,928.29</b>	<b>\$ -</b>	<b>\$ 419,203.80</b>	<b>\$ 807,766.69</b>	<b>\$ 10,353,321.75</b>

**Footnotes:**

- 1) Interest is calculated at the actual rate of the PID Bonds.
- 2) Additional Interest is calculated at the Additional Interest Rate.
- 3) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.



# STAFF REPORT

**MEETING DATE:** July 14, 2026

**TITLE:**

Consider and act on Resolution No. R-2026-86 to award a \$30,000 Hotel Occupancy Tax (HOT) incentive grant to Hyatt Regency Lost Pines Resort & Spa to secure the NIKE FY29 North America Coaches Conference in September 2028.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Michaela Joyce, Discover Bastrop Director

**BACKGROUND/HISTORY:**

Hyatt Regency Lost Pines Resort & Spa has notified the City of an opportunity to secure the NIKE FY29 North America Coaches Conference, scheduled for September 7–16, 2028. This event represents a substantial economic opportunity for the Bastrop hospitality and tourism industry and is currently being competitively bid against other major Texas resort destinations.

The proposed group booking represents:

- Approximately 2,081 contracted room nights
- A peak occupancy of 490 rooms
- An average room rate of approximately \$329 per night
- Estimated room revenue of approximately \$684,649
- Estimated total economic activity exceeding \$1,045,679, with total spending anticipated to exceed \$1.2 million when food, beverage, activities, and ancillary spending are included
- Potential for repeat business opportunities in future years

According to Hyatt Regency Lost Pines, the property is currently competing against Hyatt Hill Country and other destination resorts to secure the conference. Hyatt proposes utilizing the requested incentive funding to provide a closing concession in the form of a customized attendee activation experience, estimated at approximately \$55 per attendee for an anticipated attendance of approximately 550 participants.

Without financial support, Hyatt Regency Lost Pines risks losing this high-value booking to competing destinations.

**PLOICY EXPLANATION:**

Texas Tax Code Chapter 351 authorizes the use of Hotel Occupancy Tax revenues for activities that directly promote tourism and the hotel and convention industry. This request qualifies because the proposed conference:

- Directly generates significant and measurable hotel room nights;
- Produces substantial economic impact for the Bastrop hospitality industry;
- Supports tourism-related businesses throughout the community;
- Enhances Bastrop's competitiveness in attracting major corporate conferences;
- Strengthens the City's partnership with one of its largest tourism and lodging partners; and
- Creates opportunities for future repeat bookings and continued economic activity.

The proposed incentive represents a strong return on investment. A \$30,000 incentive supports a booking expected to generate well over \$1 million in direct economic activity, making it a highly effective use of Hotel Occupancy Tax funds.

**FISCAL IMPACT:**

Approval of this item authorizes the expenditure of up to \$30,000 from the FY 2027-2028 Hotel Occupancy Tax Fund under the Hotel Incentive Program category. Sufficient funds are available.

Disbursement of funds shall occur only after Hyatt Regency Lost Pines provides documentation confirming execution of the group contract and verification of contracted room nights.

**RECOMMENDATION:**

Michaela Joyce, Discover Bastrop Director, recommends approval of Resolution No. R-2026-86 authorizing a Hotel Occupancy Tax incentive grant in an amount not to exceed \$30,000 to Hyatt Regency Lost Pines Resort & Spa to secure the NIKE FY29 North America Coaches Conference scheduled for September 2028.

**ATTACHMENTS:**

1. Resolution No. R-2026-86

**RESOLUTION R-2026-86**

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

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

**WHEREAS**, Hyatt Regency Lost Pines Resort & Spa has identified an opportunity to secure the NIKE FY29 North America Coaches Conference, scheduled for September 7–16, 2028; and

**WHEREAS**, the proposed conference represents approximately 2,081 hotel room nights, a peak occupancy of 490 rooms, an average room rate of approximately \$329, and an estimated direct economic impact exceeding \$1 million; and

**WHEREAS**, Hyatt Regency Lost Pines Resort & Spa is competing against other major destination resorts, including Hyatt Hill Country, to secure the conference booking; and

**WHEREAS**, the requested Hotel Occupancy Tax incentive would support a closing concession package designed to enhance Bastrop's competitiveness and secure the conference for the community; and

**WHEREAS**, the requested expenditure is eligible under Texas Tax Code Chapter 351 because it directly supports the hotel and convention industry and generates substantial overnight visitation and economic activity; and

**WHEREAS**, the proposed incentive is anticipated to generate a significant return on investment through increased hotel occupancy, visitor spending, and future opportunities for repeat business; and

**WHEREAS**, supporting this opportunity aligns with the City's strategic tourism and economic development goals by increasing overnight visitation and supporting Bastrop's hospitality, retail, restaurant, and service sectors.

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

**Section 1:** The City Council approves the allocation of Hotel Occupancy Tax funds in an amount not to exceed Thirty Thousand Dollars (\$30,000) to support Hyatt Regency Lost Pines Resort & Spa in securing the NIKE FY29 North America Coaches Conference scheduled for September 2028.

**Section 2:** The expenditure shall be contingent upon confirmation of the executed group contract and verification that the booking meets Hotel Occupancy Tax eligibility requirements and delivers the projected room nights.

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

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 14th day of July 2026.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# STAFF REPORT

**MEETING DATE:** July 14, 2026

**TITLE:**

Consider and act on Resolution No. R-2026-87 to award a \$30,000 Hotel Occupancy Tax (HOT) incentive grant to Hyatt Regency Lost Pines Resort & Spa to secure the HOUSE RX Conference in April 2027.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Michaela Joyce, Discover Bastrop Director

**BACKGROUND/HISTORY:**

Hyatt Regency Lost Pines Resort & Spa has notified the City of an opportunity to secure the HOUSE RX Conference, a large corporate group event scheduled for April 13–18, 2027. This event represents a significant economic opportunity for Bastrop and the surrounding hospitality industry.

The proposed group booking represents:

- Approximately 1,663 contracted room nights
- A peak occupancy of 486 rooms
- An average room rate exceeding \$309 per night
- Estimated room revenue exceeding \$360,000
- Estimated total on-property economic activity of approximately \$772,000, including lodging, food and beverage, and resort activities
- Potential for future repeat bookings and continued economic impact

According to Hyatt Regency Lost Pines, securing this group requires adjusting the arrival date of a previously contracted group, resulting in approximately \$30,000 in concessions and additional expenses to facilitate the booking. Hyatt has requested assistance through the City's Hotel Occupancy Tax incentive program to remain competitive with other destination markets.

Without financial support, the property risks losing this business opportunity to competing resort and convention destinations.

**PLOICY EXPLANATION:**

Texas Tax Code Chapter 351 authorizes the use of Hotel Occupancy Tax revenues for activities that directly promote tourism and the hotel and convention industry. This request qualifies because the proposed conference:

- Directly generates significant and measurable hotel room nights
- Produces substantial economic activity for the local hospitality industry
- Supports tourism-related businesses throughout Bastrop
- Helps attract and retain high-value group business during a competitive booking process
- Strengthens the City's partnership with one of its largest lodging partners and tourism generators

The proposed incentive represents a strong return on investment. A \$30,000 incentive supports a booking expected to generate over \$772,000 in direct economic activity and substantial hotel occupancy tax revenues. The event also presents the opportunity for repeat business in future years.

**FISCAL IMPACT:**

Approval of this item authorizes the expenditure of up to **\$30,000** from the FY 2026-2027 Hotel Occupancy Tax Fund under the Hotel Incentive Program category. Sufficient funds are available.

Disbursement of funds shall occur only after Hyatt Regency Lost Pines provides documentation confirming execution of the group contract and verification of contracted room nights.

**RECOMMENDATION:**

Michaela Joyce, Discover Bastrop Director, recommends approval of Resolution No. R-2026-87 authorizing a Hotel Occupancy Tax incentive grant in an amount not to exceed \$30,000 to Hyatt Regency Lost Pines Resort & Spa to secure the HOUSE RX Conference scheduled for April 2027.

**ATTACHMENTS:**

1. Resolution No. R-2026-87

## RESOLUTION R-2026-87

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A HOTEL OCCUPANCY TAX (HOT) INCENTIVE FOR THE HOUSE RX CONFERENCE AT HYATT REGENCY LOST PINES RESORT & SPA; AUTHORIZING THE USE OF HOTEL OCCUPANCY TAX FUNDS IN AN AMOUNT NOT TO EXCEED \$30,000; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, Hyatt Regency Lost Pines Resort & Spa has identified an opportunity to secure the HOUSE RX Conference to be held April 13–18, 2027; and

**WHEREAS**, the proposed event represents approximately **1,663 hotel room nights**, a peak occupancy of **486 rooms**, an average room rate exceeding **\$309**, and an estimated direct economic impact exceeding **\$772,000**, including lodging, food and beverage, and resort activities; and

**WHEREAS**, securing the event requires Hyatt Regency Lost Pines Resort & Spa to adjust the arrival schedule of a previously contracted group, resulting in approximately **\$30,000** in concessions and associated costs; and

**WHEREAS**, the event is evaluating multiple competing destinations, and the requested HOT incentive will improve Bastrop's competitiveness in securing the booking; and

**WHEREAS**, the requested HOT incentive is an eligible expenditure under Texas Tax Code Chapter 351 because it directly supports the hotel and convention industry and generates substantial overnight visitation; and

**WHEREAS**, the proposed incentive is anticipated to generate a substantial return on investment through increased hotel occupancy, visitor spending, and potential future repeat business; and

**WHEREAS**, supporting this opportunity aligns with the City's strategic tourism and economic development goals by increasing overnight visitation and supporting Bastrop's hospitality, retail, and service industries.

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

**Section 1:** The City Council approves the allocation of Hotel Occupancy Tax funds in an amount not to exceed **Thirty Thousand Dollars (\$30,000)** to support Hyatt Regency Lost Pines Resort & Spa in securing the HOUSE RX Conference scheduled for April 2027.

**Section 2:** The expenditure shall be contingent upon confirmation of the executed group contract and verification that the booking meets Hotel Occupancy Tax eligibility requirements and delivers the projected room nights.

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

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 14th day of July 2027.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# STAFF REPORT

**MEETING DATE:** July 14, 2026

**TITLE:**

Consider and act to approve the Bastrop City Council minutes from the June 9, 2026, Regular Meeting, the June 23, 2026, Regular Meeting, and the June 26, 2026, Special Meeting.

**AGENDA ITEM SUBMITTED BY:**

Victoria Psencik, TRMC, Assistant City Secretary

**BACKGROUND/HISTORY:**

N/A

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Approve the Bastrop City Council minutes from the June 9, 2026, Regular Meeting, the June 23, 2026, Regular Meeting, and the June 26, 2026, Special Meeting.

**ATTACHMENTS:**

- DRAFT June 9 Regular Meeting Minutes
- DRAFT June 23 Regular Meeting Minutes
- DRAFT June 26 Special Meeting Minutes

# CITY OF BASTROP

## BASTROP CITY COUNCIL

### REGULAR CITY COUNCIL MEETING MINUTES

**Tuesday, June 9, 2026**

The Bastrop City Council met at a Regular Meeting at 6:30 p.m. on Tuesday, June 9, 2026, at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

#### **Council Members Present**

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

#### **Staff Present**

City Manager Sylvia Carrillo-Trevino  
 Assistant City Manager Andres Rosales  
 City Attorney Charlie Zech  
 City Secretary Michael Muscarello  
 Assistant City Secretary Victoria Psencik  
 Assistant to the City Manager Vivianna Andres  
 Public Information Manager Colin Guerra  
 Police Chief Vicky Steffanic  
 Finance Director Judy Sandroussi  
 Development Services Director James Cowey  
 Discover Bastrop Director Michaela Joyce  
 Senior Planner Brittany Epling  
 Parks and Recreation Director Jason Alfaro

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

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

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

Nyla Hall led the Pledge of Allegiance to both flags.

#### **3. INVOCATION**

Pastor Carlton Harris delivered the Invocation.

#### **4. PRESENTATIONS**

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

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

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

##### **4D. PROCLAMATION – Juneteenth**

The proclamation for Juneteenth was read into the record by Mayor Harris and presented to the Bastrop Juneteenth Committee.

*PROCLAMATION – An additional proclamation was presented and read into the record by Mayor Harris for Men’s Mental Health Awareness Month.*

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

**6. STAFF AND BOARD REPORTS – NONE**

**7. CITIZEN COMMENT(S)**

Citizen(s) that did **not** speak but submitted a comment for an item listed on the agenda: Lindy Larson (Item 9D), Lindy Larson (Item 9A), Lindy Larson (Item 8C), Cheryl Long (Item 9D), Barabara Runkle Coy (Item 9D), Rebecca Schaefer (Item 9D), Rosa Ocanas (Item 9D), and Cheryl Long (Item 9A).

Citizen(s) that did **not** speak but submitted a comment for an item, **not** listed on the agenda: Lindy Larson.

Citizen(s) that addressed the City Council on an item, **not** on the agenda: Reta Ward and Jimmy Crouch.

**8. CONSENT AGENDA**

8A. **Consider action to approve Resolution No. R-2026-85 of the City Council of the City of Bastrop, Texas, approving an agreement for access and use of software (CAD Interface) between Bastrop County and the City of Bastrop Police Department, attached as Exhibit A; authorizing the Police Chief to execute all necessary documents; providing for a repealing clause; and establishing an effective date.**

Submitted by: Vicky Steffanic, Chief of Police

8B. **Consider and act to approve Resolution No. R-2026-88 of the City Council of the City of Bastrop, Texas, confirming the appointment of one member to the Zoning Board of Adjustment by the Mayor pursuant to Section 3.08 of the City Charter, as set forth in Exhibit A; and establishing an effective date.**

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

8E. **Consider and act to approve the Bastrop City Council minutes from the May 19, 2026, Budget Workshop and the May 26, 2026, Regular Meeting.**

Submitted by: Victoria Psencik, TRMC, 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 8D be removed. Council Member Fossler requested Item 8C be removed.

\* \* \* \* \*

8C. **Consider and act to approve Resolution No. R-2026-89 amending the Rules of Procedure and Policies, Section 4.7, "Citizen Comment," to require speakers**

**addressing the City Council to provide their name, address, and whether they reside within or outside the City limits; and establishing an effective date.**

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

**MOTION:** Council Member Fossler moved to table Item 8C (Resolution No. R-2026-89) until the next regular meeting on June 23, 2026. Mayor Pro-Tem Kirkland seconded the motion. Motion carried unanimously.

\* \* \* \* \*

8D. **Consider and act to approve Resolution No. R-2026-93 appointing Mayor Pro Tem John Kirkland as the City of Bastrop representative to the State Highway 71 Addressing/Readdressing Advisory Committee; and establishing an effective date.**

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

**MOTION:** Council Member Plunkett moved to approve Resolution No. R-2026-93 as presented. Mayor Pro-Tem Kirkland seconded the motion. Motion carried unanimously.

\* \* \* \* \*

*After the separate discussion of Consent Agenda Items 8C and 8D, the following motion was made:*

**MOTION:** Mayor Pro-Tem Kirkland moved to approve the remainder of the Consent Agenda (Items 8A, 8B, and 8E) as presented. Council Member Lowe seconded the motion. Motion carried unanimously.

**9. ITEMS FOR INDIVIDUAL CONSIDERATION**

9A. **Conduct a public hearing, consider and act on Ordinance No. 2026-17 a City-initiated zoning map amendment, as shown in Exhibit A, to rezone a portion of a block of properties located northeast of Fayette Street and Farm Street, within the city limits of Bastrop, Texas, from PI, Public and Institutional, to SF-1, Single Family Residential Low Density, for the following properties: PID Nos. 32234, 32243, 32279, 32333, 32288, 32324, 32315, 8736625, 49236, 32306, 32261, 32297, 32270, 53104, 36833, and 32342; and move to include on the June 23, 2026, City Council meeting for a second reading.**

Submitted by: Brittany Epling, Senior Planner

Mayor Harris opened the Public Hearing at 7:36 p.m. for a city-initiated zoning map amendment as listed above.

**Public Hearing: No** comments submitted.

Mayor Harris closed the Public Hearing at 7:36 p.m. for a city-initiated zoning map

amendment as listed above.

**MOTION:** Council Member Plunkett moved to approve the first reading of Ordinance No. 2026-17 as presented and include on the June 23, 2026, agenda for the second reading. Council Member Meyer seconded the motion. Motion carried unanimously.

- 9B. **Conduct a public hearing, consider and act on Ordinance No. 2026-18 a City-initiated zoning map amendment, as shown in Exhibit A, for two City of Bastrop properties located on Grady Tuck Lane and south of Old Austin Highway, within the City limits of Bastrop, Texas. The request is to rezone the properties identified as PID 66319 and PID 35527 from PI, Public Institutional to P/OS, Parks and Open Space.; and move to include on the June 23, 2026, City Council meeting for a second reading.**

Submitted by: Brittany Epling, Senior Planner

Mayor Harris opened the Public Hearing at 7:38 p.m. for a city-initiated zoning map amendment as listed above.

Public Hearing: **No** comments submitted.

Mayor Harris closed the Public Hearing at 7:39 p.m. for a city-initiated zoning map amendment as listed above.

**MOTION:** Council Member Plunkett moved to approve the first reading of Ordinance No. 2026-18 as presented, with the understanding that parking in that area will be evaluated for both the park and Police Department, and include on the June 23, 2026, agenda for the second reading. Council Member Fossler seconded the motion. Motion carried unanimously.

- 9C. **Consider action to approve the first reading of Ordinance No. 2026-16, amending the Code of Ordinances, Chapter 12, titled "Traffic and Vehicle," Article 12.06.009 titled "No Parking on Certain Streets" amended to read as described and attached hereto as Exhibit A. Implemented by the Streets and Drainage department.**

Submitted and Presented by: Vicky Steffanic, Chief of Police

**MOTION:** Council Member Meyer moved to approve the first reading of Ordinance No. 2026-16 as presented and include on the June 23, 2026, agenda for the second reading. Council Member Lowe seconded the motion. Motion carried unanimously.

- 9D. **Consider and act to approve the first reading of Ordinance No. 2026-11, adopting certain restrictions on employment related to Registered Sex Offenders to include limiting where Registered Sex Offenders can be employed such as within a specified distance of premises where children commonly gather. As attached in Exhibit A; and move to include on the June 23rd, 2026, Consent Agenda for the second reading.**

Submitted and Presented by: Vicky Steffanic, Chief of Police

Citizen Comments submitted for Item 9D that **did** speak: David Chambers, Meagan Webb, and Pamela Vear.

*Council Member Plunkett requested a closed Executive Session on Item 9D for legal guidance therefore the following motion was made:*

**MOTION:** – Mayor Pro-Tem Kirkland moved to proceed into Executive Session under Texas Government Code Chapter 551.071 to consult with the attorney on Item 9D. Council Member Plunkett seconded the motion. Motion carried unanimously.

Mayor Harris closed the Open Meeting to convene the City Council into **Executive (Closed) Session** at 8:08 p.m. pursuant to Texas Government Code, Chapter 551.071, Consultation with Attorney:

9D. **Consider and act to approve the first reading of Ordinance No. 2026-11, adopting certain restrictions on employment related to Registered Sex Offenders to include limiting where Registered Sex Offenders can be employed such as within a specified distance of premises where children commonly gather. As attached in Exhibit A; and move to include on the June 23rd, 2026, Consent Agenda for the second reading.**

Mayor Harris reconvened the City Council into the Open Session at 8:36 p.m. with no further action as a result of the Executive Session.

**ORIGINAL MOTION:** Council Member Meyer moved to approve the first reading of Ordinance No. 2026-11 as presented, with the addition to the appeal process to include both the Chief of Police and City Manager, incorporating Line 99 and 100 as underlined language identified by the City Attorney, and include on the June 23, 2026, agenda for the second reading. Council Member Lowe seconded the motion.

*Before the vote of the above motion, Council Member Meyer requested a “roll call” vote.*

**MOTION TO AMEND:** Mayor Pro-Tem Kirkland made a motion to amend the original motion on Ordinance No. 2026-11 to apply “grandfathering” equally to all by striking the last sentence of Section 8.06.003(d) referring to *Covered Sex Offender*. Council Member Fossler seconded the motion to amend.

*(d) It is unlawful for a Covered sex offender to be employed at a place of business located within one thousand (1,000) feet of any premises where children commonly gather; provided, however, that this subsection shall not apply to a Covered Sex Offender who, on the effective date of the ordinance adopting this subsection, was employed at the place of business in question and has thereafter remained continuously so employed, and provided further that the Covered Sex Offender was, on the effective date of the ordinance adopting this subsection, and has at all times thereafter remained, in full compliance with all sex offender registration, reporting, verification, and other requirements imposed by Chapter 62 of the Texas Code of Criminal Procedure, by any applicable order of a court of competent jurisdiction, and by any applicable condition of community supervision or parole. For purposes of this section, a Covered Sex Offender is not in full compliance if, on the effective date of the ordinance or at any time thereafter, the Covered Sex Offender (i) has been charged with a violation of any such requirement which charge has not been dismissed or otherwise finally resolved in the Covered Sex Offender’s favor, (ii) has been the subject of a finding by the Texas Department of Public Safety or by any other registration authority that the Covered*

~~Sex Offender has failed to satisfy any such requirement, or (iii) is subject to an unexecuted warrant or capias relating to any such requirement.~~

City Secretary Muscarello **called the roll** on the amendment to the original motion (Mayor Pro-Tem Kirkland made and Council Member Fossler seconded):

Council Member Fossler – YES  
 Council Member Plunkett – NO  
 Mayor Pro-Tem Kirkland – YES  
 Council Member Meyer – NO  
 Council Member Lowe – NO

The amendment to the original motion vote **failed 3 to 2.**

**ORIGINAL MOTION:** Council Member Meyer moved to approve the first reading of Ordinance No. 2026-11 as presented, with the addition to the appeal process to include both the Chief of Police and City Manager, incorporating Line 99 and 100 as underlined language identified by the City Attorney, and include on the June 23, 2026, agenda for the second reading. Council Member Lowe seconded the motion.

City Secretary Muscarello **called the roll** on the original motion: (Council Member Meyer made and Council Member Lowe seconded):

Council Member Lowe – YES  
 Council Member Meyer – YES  
 Mayor Pro-Tem Kirkland – NO  
 Council Member Plunkett – YES  
 Council Member Fossler – NO

The original motion vote **passed 3 to 2.**

**MOTION:** Council Member Meyer moved to extend the meeting time until 10:15 p.m. Council Member Lowe seconded the motion. Motion carried unanimously.

- 9E. **Consider action to approve the second reading of Ordinance No. 2026-15, amending the operating and capital budget for the Fiscal Year 2026 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date.**

Submitted and Presented by: Judy Sandroussi, Finance Director

**MOTION:** Council Member Plunkett moved to approve the second reading of Ordinance No. 2026-15 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

- 9F. **Consider and act regarding the placement and display of a portrait of former Mayor Lyle Nelson on the City's Wall of Mayors in recognition of his service and tenure as Mayor.**

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

**MOTION:** Council Member Fossler moved to approve to display a portrait of former Mayor Lyle Nelson on the “Wall of Mayors.” Council Member Lowe seconded the motion. Motion carried unanimously.

**10. EXECUTIVE SESSION**

*After the discussion of Item 9D and before the meeting time extension motion, it was announced that the City Council would **not** be convening into Executive Session for the posted Items 10A and 10B.*

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 to seek advice of legal counsel to discuss and deliberate regarding construction contracts and mediation related to the Simsboro Water Treatment Facility and Project.**

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

*No action was taken as there was not an Executive Session.*

**12. ADJOURNMENT**

Upon receiving a motion duly made and a second to adjourn, Mayor Harris adjourned the June 9<sup>th</sup> Regular Meeting at 9:55 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, June 23, 2026**

The Bastrop City Council met at a Regular Meeting at 6:30 p.m. on Tuesday, June 23, 2026, at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

#### **Council Members Present**

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

#### **Staff Present**

City Manager Sylvia Carrillo-Trevino  
 Assistant City Manager Andres Rosales  
 City Secretary Michael Muscarello  
 Assistant City Secretary Victoria Psencik  
 Assistant to the City Manager Vivianna Andres  
 Public Information Manager Colin Guerra  
 Police Chief Vicky Steffanic  
 Finance Director Judy Sandroussi  
 Development Services Director James Cowey  
 Senior Planner Brittany Epling  
 Executive Assistant to City Manager Taylor Andry

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

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

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

Elisha Perkins led the Pledge of Allegiance to both flags.

#### **3. INVOCATION**

Ketrich Steger, Bastrop Police Chaplain, delivered the Invocation.

#### **4. PRESENTATIONS**

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

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

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

- **Charter Review Committee Presentation**

*City Manager Carrillo-Trevino announced that the Charter Review Committee Presentation will be presented at the next City Council meeting on July 14<sup>th</sup>.*

#### **5. WORK SESSIONS / BRIEFINGS**

5A. **Valverde Public Improvement District Board appointments**

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

No action was taken on Item 5A.

6. **STAFF AND BOARD REPORTS**

6A. **FY 2026 May – Financial Reporting**

**Receive a presentation on the unaudited Monthly Financial Report for the period ending April 2026.**

Submitted and Presented by: Judy Sandroussi, Finance Director

7. **CITIZEN COMMENT(S)**

Citizen(s) addressing (spoke) the City Council on an item listed on the agenda: Jerod Hruska (Item 9D) and Dr. David Chambers (Item 9D).

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

Citizen(s) that did **not** speak but submitted a comment for an item listed on the agenda: Stephanie Jenkins (Item 9D), Barbara Beggs (Item 9D), Barbara Runkle Coy (Item 9D), Rosa Ocanas (Item 9D), Lindy Larson (Item 9D), Rebecca Schaefer (Item 9D), and Herb Goldsmith (Item 9D).

8. **CONSENT AGENDA**

8A. **Consider and act on the second reading of Ordinance No. 2026-17 a City-initiated zoning map amendment, as shown in Exhibit A, to rezone a portion of a block of properties located northeast of Fayette Street and Farm Street, within the city limits of Bastrop, Texas, from PI, Public and Institutional, to SF-1, Single Family Residential Low Density, for the following properties: PID Nos. 32234, 32243, 32279, 32333, 32288, 32324, 32315, 8736625, 49236, 32306, 32261, 32297, 32270, 53104, 36833, and 32342.**

Submitted by: Brittany Epling, Senior Planner

8B. **Consider and act on the second reading of Ordinance No. 2026-18 a City-initiated zoning map amendment, as shown in Exhibit A, for two City of Bastrop properties located on Grady Tuck Lane and south of Old Austin Highway, within the City limits of Bastrop, Texas. The request is to rezone the properties identified as PID 66319 and PID 35527 from PI, Public Institutional to P/OS, Parks and Open Space.**

Submitted by: Brittany Epling, Senior Planner

8D. **Consider and act to approve Resolution No. R-2026-94 of the City Council of the City of Bastrop, Texas, confirming the Mayor's appointment of two Alternate Members to the Zoning Board of Adjustment and the designation of**

**one current Alternate Member to a Regular Member position, pursuant to Section 3.08 of the City Charter, as set forth in Exhibit A; and establishing an effective date.**

Submitted by: Michael Muscarello, City Secretary

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

\* \* \* \* \*

8C. **Consider and act to approve the second reading of Ordinance No. 2026-16, amending the Code of Ordinances, Chapter 12, titled “Traffic and Vehicle,” Article 12.06.009 titled “No Parking on Certain Streets” amended to read as described. As attached in Exhibit A; and providing for an effective date.**

Submitted and Presented by: Vicky Steffanic, Chief of Police

**MOTION:** Council Member Fossler moved to approve the second reading of Ordinance No. 2026-16 as presented. Council Member Plunkett seconded the motion. Motion carried unanimously.

\* \* \* \* \*

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

**MOTION:** Council Member Plunkett moved to approve the remainder of the Consent Agenda (Items 8A, 8B, and 8D) as presented after Mayor Harris read Items 8A and 8B into the record for the second reading. Mayor Pro-Tem Kirkland seconded the motion. Motion carried unanimously.

**9. ITEMS FOR INDIVIDUAL CONSIDERATION**

9A. **Consider and act on the first reading of Ordinance No. 2026-22, amending the Bylaws for the Hunters Crossing Local Government Corporation, and authorizing the City Manager to provide notice to the Board Secretary for the Hunters Crossing Local Government Corporation, and move to include on the July 14, 2026, Consent Agenda.**

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

**MOTION:** Council Member Meyer moved to approve the first reading of Ordinance No. 2026-22 as presented and include on the July 14, 2026, agenda for the second reading. Council Member Lowe seconded the motion. Motion carried unanimously.

9B. **Consider action to approve the Resolution R-2026-95 of the City Council of the City of Bastrop, Texas, amending the Code of Ordinances, Chapter 12 Titled “Traffic and Vehicle,” Article 12.04.003 Titled “Schedule II: Four Way Stop Signs” allowing for the installation of two stop signs on Carter St. (Appx. 2300 block) at the intersection of Linden Street (Appx. 400 block), installed by**

**the Streets and Drainage department, authorizing the Chief of Police to execute all necessary documents.**

Submitted and Presented by: Vicky Steffanic, Chief of Police

**MOTION:** Council Member Meyer moved to approve Resolution No. R-2026-95 as presented. Council Member Lowe seconded the motion. Motion carried unanimously.

9C. **Consider action to approve Resolution R-2026-96 of the City Council of the City of Bastrop, Texas, amending the Code of Ordinances, Chapter 12 Titled “Traffic and Vehicle,” Article 12.04.003 Titled “Schedule II: Four Way Stop Signs” allowing for the installation of two stop signs on Carter St. (1900 block) at the intersection of Juniper Street (400 block), installed by the Streets and Drainage department, authorizing the Chief of Police to execute all necessary documents.**

Submitted and Presented by: Vicky Steffanic, Chief of Police

**MOTION:** Council Member Lowe moved to approve Resolution No. R-2026-96 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

9D. **Consider and act to approve the second reading of Ordinance No. 2026-11, adopting certain restrictions on employment related to Registered Sex Offenders to include limiting where Registered Sex Offenders can be employed such as within a specified distance of premises where children commonly gather. As attached in Exhibit A; and providing for an effective date.**

Submitted and Presented by: Vicky Steffanic, Chief of Police

**MOTION:** Council Member Meyer moved to approve the second reading of Ordinance No. 2026-11 as presented. Mayor Pro-Tem Kirkland seconded the motion.

City Secretary Muscarello **called the roll** on the motion above:

Council Member Lowe – YES  
 Council Member Meyer – YES  
 Mayor Pro-Tem Kirkland – YES  
 Council Member Plunkett – YES  
 Council Member Fossler – NO

The motion vote **passed 4 to 1.**

9E. **Consider and act to approve Resolution No. R-2026-89 amending the City Council Rules of Procedure to correct grammatical errors, update legislative references, clarify duties and responsibilities, and revise forms; and providing for an effective date.**

Submitted and Presented by: Michael Muscarello, City Secretary

**MOTION:** Council Member Fossler moved to approve Resolution No. R-2026-89 as

presented. Mayor Pro-Tem Kirkland seconded the motion. Motion carried unanimously.

- 9F. **Consider action to approve Resolution No. R-2026-90 of the City Council of the City of Bastrop, Texas, approving the execution of a Roadway Agreement between the City of Bastrop and BEBD Frontage Road, LLC, related to infrastructure improvements associated with Blakey Lane for an amount not to exceed \$690,000.00, as attached as Exhibit A.**

Submitted by: Andres Rosales, Assistant City Manager  
 Presented by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

**MOTION:** Council Member Plunkett moved to approve Resolution No. R-2026-90 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

**10. EXECUTIVE SESSION**

Mayor Harris closed the Open Meeting to convene the City Council into Executive (Closed) Session at 8:00 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.**

**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 8:15 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.**

*There was **no formal action** voted on but Mayor Harris announced the following:*

*For Item 10A – “direct the City Manager to meet with the Legal Team to further discuss moving forward with Item 10A.”*

**12. ADJOURNMENT**

Upon receiving a motion duly made and a second to adjourn, Mayor Harris adjourned the June 23<sup>rd</sup> Regular Meeting at 8:15 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

**Friday, June 26, 2026**

The Bastrop City Council met at a Special Meeting at 5:00 p.m. on Friday, June 26, 2026, at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

#### **Council Members Present**

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

#### **Staff Present**

City Manager Sylvia Carrillo-Trevino  
 City Secretary Michael Muscarello  
 Public Information Manager Colin Guerra  
 Project Manager Elizabeth Wick  
 Assistant to the City Manager Vivianna Andres  
 Finance Director Judy Sandroussi  
 Project Coordinator Elisha Perkins  
 Executive Assistant to City Manager Taylor Andry

#### **Council Members Absent**

Council Member Perry Lowe

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

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

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

Mayor Harris led the Pledge of Allegiance.

#### **3. INVOCATION**

Mayor Pro-Tem Kirkland delivered the Invocation.

*Mayor Harris led a brief moment of silence in memory of the wife of former City Council Member Bill Peterson following her passing.*

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

No comments were submitted.

#### **5. ITEMS FOR INDIVIDUAL CONSIDERATION**

- 5A. **Consider and act on Resolution No. R-2026-97, authorizing the City Manager to approve Change Order #5 to the Construction Contract with Jay-Reese Contractors, Inc. for the construction of Old Iron Bridge Rehabilitation.**

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

**MOTION:** Mayor Pro-Tem Kirkland moved to approve Resolution No. R-2026-97 as presented. Council Member Meyer seconded the motion. Motion carried unanimously 4-0 as Council Member Lowe was absent.

**6. ADJOURNMENT**

Upon receiving a motion duly made and a second to adjourn, Mayor Harris adjourned the June 26<sup>th</sup> Special Meeting at 5:07 p.m.

**CITY OF BASTROP, TEXAS**

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

**ATTEST:**

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

DRAFT



# STAFF REPORT

**MEETING DATE:** July 14, 2026

**TITLE:**

Consider and act on Resolution No. 2026-110 in support of Chief Steffanic for her various accomplishments and contribution to the Bastrop Police Department.

**AGENDA ITEM SUBMITTED BY:**

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

**BACKGROUND/HISTORY:**

Chief Steffanic is the Police Chief for the City of Bastrop. Appointed in 2022, Chief Steffanic holds a Bachelor of Science in Business Administration, is a certified public manager (CPM 2025) and has recently completed the Emerging Leaders program (2026) led by the International City County Management Association. She is also a certified private pilot.

Steffanic has faithfully served the City of Bastrop in multiple capacities for 19 years. She began her career as an Officer, spent three years as a School Resource Officer, promoted to Corporal, Detective, Criminal Investigations Sergeant, Assistant Chief of Police, and has been in her role as Chief of Police for over 3 years. She has been married to Matthew for 20 years and they have 3 daughters: Ryan (15), Kinsey (12) and Olivia (8).

During her tenure, Chief Steffanic has reduced department turnover to its lowest level in 3 years, and has successfully implemented community-based policing, engaging with residents at public events, with students and local youth through our Junior Cadet Academy, and is regularly seen helping Ms. Rita home from late council meetings.

A true public servant, Chief Steffanic exemplifies customer service and leadership and we are grateful to have her serving the residents of Bastrop.

Further statistics are shown below:

1. 7 Promotions since Jan. 2025
2. 12,578 training hours since 01/2025 (Sworn)
3. 172 training hours since 01/2025 (Civilians)
4. 5 Certification increases since Nov. 2025
5. 77 % increase in traffic stops in 2025 from the prior year
6. 271.4% increase in Grand Jury indictments from 2023 - 2025 EOY
7. 2025 12% turnover rate (5 departures; 2 terminated, 1 retired, 1 left to be closer to home, 1 cadet was let go).  
2026 3% turnover (1 left to work closer to home)

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Approve the resolution

**ATTACHMENTS:**

1. Resolution

**RESOLUTION NO. R-2026-110**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, RECOGNIZING AND COMMENDING CHIEF STEFFANIC FOR HER OUTSTANDING LEADERSHIP, DEDICATED SERVICE, AND SIGNIFICANT CONTRIBUTIONS TO THE CITY OF BASTROP POLICE DEPARTMENT AND THE BASTROP COMMUNITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chief Steffanic has faithfully served the City of Bastrop for nineteen (19) years, demonstrating an unwavering commitment to public safety, professionalism, and service to the community; and

**WHEREAS**, Chief Steffanic began her career with the Bastrop Police Department as a Police Officer and, through her dedication and exemplary performance, advanced through the ranks as a School Resource Officer, Corporal, Detective, Criminal Investigations Sergeant, Assistant Chief of Police, and was appointed Chief of Police in 2022; and

**WHEREAS**, Chief Steffanic holds a Bachelor of Science in Business Administration, is a Certified Public Manager (CPM), recently completed the International City/County Management Association (ICMA) Emerging Leaders Program, and is also a certified private pilot, reflecting her commitment to continuous professional and personal development; and

**WHEREAS**, under Chief Steffanic's leadership, the Bastrop Police Department has achieved meaningful accomplishments, including reducing employee turnover to its lowest level in three years, strengthening employee engagement, and enhancing organizational stability; and

**WHEREAS**, Chief Steffanic has championed community-oriented policing by fostering positive relationships with residents, engaging with students and local youth through the Junior Cadet Academy, participating in community events, and exemplifying compassion and servant leadership through countless acts of kindness that extend beyond the traditional duties of law enforcement; and

**WHEREAS**, Chief Steffanic's dedication to public service, integrity, professionalism, and leadership has earned the respect of her peers, City staff, elected officials, and the citizens of Bastrop, making her an outstanding representative of the City and the law enforcement profession; and

**WHEREAS**, the City Council desires to formally recognize Chief Steffanic for her exceptional accomplishments and express its sincere appreciation for her continued service to the City of Bastrop.

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

**Section 1.** The City Council hereby recognizes and commends Chief Steffanic for her outstanding leadership, exemplary service, and numerous contributions to the Bastrop Police Department and the Bastrop community.

**Section 2.** The City Council expresses its gratitude for Chief Steffanic's nineteen years of dedicated public service and acknowledges her commitment to building a safer, stronger, and more connected community through professional excellence and compassionate leadership.

**Section 3.** The City Council extends its best wishes to Chief Steffanic for continued success in her service to the City of Bastrop and its residents.

**Section 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED, APPROVED, AND ADOPTED this 14th day of July, 2026.**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**Michael Muscarello, TRMC, CMC, CPM**  
**City Secretary**

**APPROVED AS TO FORM:**

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





# STAFF REPORT

**MEETING DATE:** July 14, 2026

**TITLE:**

Consider action to approve Ordinance No. 2026-24 of the City Council of the City of Bastrop, Texas, directing the sale to issue Combination Tax and Certificate of Obligations in the amount not to exceed of Eleven Million Dollars and 00/100 (\$11,000,000).

**AGENDA ITEM SUBMITTED BY:**

Judy Sandroussi, Finance Director

**BACKGROUND/HISTORY:**

At the April 28, 2026, City Council meeting – Resolution No. 2026-64 was brought before City Council directing publication of the notice of intent to issue Certificates of Obligation for a not-to-exceed amount of Eleven Million Dollars and 00/100 (\$11,000,000.00) and further directing the publication of notice of intention to issue City of Bastrop, Texas, Combination Tax And Revenue Certificates Of Obligation.

Due to continued growth and new development in Bastrop, Texas, the City is initiating the planning and early development of a new 2.0 million gallons per day (MGD) membrane wastewater treatment plant. This facility is intended to support current demand while providing capacity for future expansion, ensuring reliable and high-quality wastewater treatment to meet the community's long-term needs. The total estimated bond issuance for the project is estimated at \$60 million. Based on financial forecasting and ongoing discussions, the City plans to structure the borrowing in multiple tranches to align with project timing and funding needs.

The \$11M is the first tranche of the total estimated \$60M bond issuance.

The purpose of providing funds for paying contractual obligations incurred or to be incurred for (1) constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping the City's water and wastewater system, including Water Wastewater Plant #3; and (2) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates.

The proposed debt issuance will finance the expansion of the City's wastewater infrastructure to provide service to the Extraterritorial Jurisdiction (ETJ) and accommodate anticipated growth associated with development in the area, including projects affiliated with Elon Musk.

In addition, the debt will fund the implementation of advanced water treatment technology designed to produce reusable effluent and potable water. These improvements are intended to create long-term revenue opportunities through the sale of treated water to industrial customers and neighboring jurisdictions, while enhancing the City's long-term water resource management and infrastructure capacity.

**FISCAL IMPACT:**

\$11M to be used for the intended purpose of providing funds for paying contractual obligations incurred or to be incurred for (1) constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping the City's water and wastewater system, including Water Wastewater Plant #3; and (2) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates.

**RECOMMENDATION:**

Judy Sandroussi, Finance Director, recommends approval of Ordinance No. 2026-24 of the City Council of the City of Bastrop, Texas, directing publication of the notice of intent to issue Certificate of Obligations.

**ATTACHMENTS:**

- Exhibit A - Ordinance 2026-24

**ORDINANCE NO. 2026-24**

**ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF BASTROP, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026; 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 \$11,000,000 (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) constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping the City's water and wastewater system, including Wastewater Plant #3; and (2) 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 April 28, 2026 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 May 6, 2026 and May 13, 2026 in *The Elgin Courier*, 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**, 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; therefor,

**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 constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping the City's: (1) constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping the City's water and wastewater system, including Wastewater Plant #3; and (2) 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.** Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF BASTROP, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026", and initially there shall be issued, sold, and delivered hereunder fully registered certificates, without interest coupons, dated August 4, 2026, 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>PRINCIPAL</u> <u>AMOUNT</u>		<u>PRINCIPAL</u> <u>AMOUNT</u>
<u>YEAR</u>		<u>YEAR</u>	
2029	\$	2041	\$
2030		2042	
2031		2043	
2032		2044	
2033		2045	
2034		2046	
2035		2047	
2036		2048	
2037		2049	
2038		2050	
2039		2051	
The term		2052	

"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>
2029	%	2041	%
2030		2042	
2031		2043	
2032		2044	
2033		2045	
2034		2046	
2035		2047	
2036		2048	
2037		2049	
2038		2050	
2039		2051	
2040		2052	

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-**

**PRINCIPAL  
AMOUNT  
\$ \_\_\_\_\_**

**UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTY OF BASTROP  
CITY OF BASTROP, TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION  
SERIES 2026**

<b>INTEREST RATE</b>	<b>DATE OF CERTIFICATE</b>	<b>MATURITY DATE</b>	<b>CUSIP NO.</b>
%	August 4, 2026	August 1, 20__	

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT: THOUSAND 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, 2027 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 15<sup>th</sup> 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 August 4, 2026, 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) constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping the City's water and wastewater system, including Wastewater Plant #3; and (2) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates.

**ON AUGUST 1, 2036**, or on any date thereafter, the Certificates of this Series maturing on and after August 1, 2037 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, 20\_\_** are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts on the following date 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

**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:

<u>Year</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>
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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, 2027 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 of \$\_\_\_\_\_, plus a reoffering premium of \$\_\_\_\_\_ and less an underwriter's discount of \$\_\_\_\_\_). The Certificates shall initially be registered in the name of \_\_\_\_\_.

**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 2026 Certificate of Obligation Construction Fund (the "2026 Construction Fund") is hereby created and shall be established and maintained by the City at a depository bank of the City. The 2026 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 \_\_\_\_\_, 2026 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 2026, 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 2026. 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 14th day of July, 2026.

\_\_\_\_\_  
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 Projection;
- (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.



# STAFF REPORT

**MEETING DATE:** July 14, 2026

**TITLE:**

Consider action to approve the first reading of Ordinance No. 2026-21 of the City Council of the City of Bastrop, Texas, amending the operating and capital budget for the Fiscal Year 2026 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date; and move to include on the July 28, 2026, City Council Consent Agenda for a second reading.

**AGENDA ITEM SUBMITTED BY:**

Judy Sandroussi, Finance Director

**BACKGROUND/HISTORY:**

The City Council adopted the FY2026 budget on September 30, 2025. Exhibit A to Ordinance No. 2025-85 outlines each proposed budget amendment for FY2026 in detail.

According to the Financial Management Policy, budgetary control is maintained at the department level for all Funds exceeding \$25,000. Any interdepartmental transfer over \$25,000 requires City Council approval.

The City Charter also stipulates that all budget amendments must be enacted by Ordinance.

**FISCAL IMPACT:**

See Ordinance and Exhibit A

**RECOMMENDATION:**

Judy Sandroussi, Finance Director recommends approval of the first reading of Ordinance No. 2026-21 of the City Council of the City of Bastrop, Texas, amending the operating and capital budget for the Fiscal Year 2026 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date.

**ATTACHMENTS:**

1. Ordinance No. 2026-21
2. Exhibit A – Fiscal Year 2026 Budget Amendment



**City of Bastrop**  
**FY2026 Operating and Capital Budget Amendment**  
**Ordinance No. 2026-21**

**Exhibit A**

**Amendment #1 of 1 - Bastrop Economic Development Corporation (BEDC) purchase of real property**

Bastrop Economic Development Corporation ("BEDC") desires to partner with the City to develop a downtown parking garage with associated retail space (the "Project") by funding the purchase of real property for the Project; and the BEDC Board of Directors took formal action at the board meeting of February 9, 2026, to authorize the BEDC to fund the purchase of the real property located at 804 Water Street in Bastrop, Texas.

Resolution R-2026-23 authorized by the City Council of Bastrop to purchase the real property. There were two readings:

10th day of February 2026  
 24th day of March 2026

The resolution authorized the amount of \$525,000.00 for the purchase of this property.

	<b>General Ledger #</b>	<b>GL Description</b>	<b>Original Budget</b>	<b>Increase (Decrease)</b>	<b>Amended Budget</b>
Increase	601-70-00-6060	Real Property	\$ -	\$ 525,000.00	\$ 525,000.00
Decrease	601-3000	Net Assets (Fund Balance)	\$ -	\$ (525,000.00)	\$ (525,000.00)

**ORDINANCE NO. 2026-21**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2026 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN EXHIBIT A; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Manager of the City of Bastrop, Texas has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2026; and

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

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

**Section 1:** That the proposed budget amendment(s) for the Fiscal Year 2026, as submitted to the City Council by the City Manager and which budget amendment(s) are attached hereto as Exhibit A, are hereby adopted and approved as the amended budget of said City for Fiscal Year 2026.

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

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

**READ and APPROVED** on First Reading on the 14th day of July 2026.

**READ and ADOPTED** on Second Reading on the 28th day of July 2026.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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





# STAFF REPORT

**MEETING DATE:** July 14, 2026

**TITLE:**

Conduct a public hearing, consider and act on the first reading of Ordinance No. 2026-20 to amend Chapter 10 of the Code of Ordinances, Subdivisions, as shown in Exhibits A-C, and move to include on the July 28, 2026, City Council Consent Agenda for a second reading.

**AGENDA ITEM SUBMITTED BY:**

Brittany Epling, Senior Planner

**BACKGROUND AND PURPOSE:**

Staff has identified a need to amend Chapter 10 of the Code of Ordinances, Subdivision Regulations, to address certain platting and subdivision administration issues that have come up during implementation of the new Bastrop Development Code. The proposed amendments are intended to provide clearer procedures, reduce unnecessary platting barriers for existing developed properties, and distinguish subdivision waiver requests from zoning variances.

The proposed amendments include a new commercial infill platting exemption, a process for existing tract one-lot plats, and revised subdivision waiver procedures. These amendments are intended to support reinvestment in existing developed areas, recognize Bastrop's older development patterns where many tracts were created before current platting and zoning standards, and provide clearer notice and review procedures when a waiver from subdivision standards is requested.

**EXHIBIT A SUMMARY – COMMERCIAL INFILL PLATTING EXEMPTION:**

Exhibit A creates a commercial infill platting exemption for existing developed tracts where the proposed development does not create new lots, adjust existing tract boundaries, require new streets, or require the extension or upgrade of public infrastructure, including utilities or roads.

This amendment provides a practical path for limited commercial reinvestment and redevelopment on existing tracts without requiring a full platting process when there is no subdivision of land and no infrastructure impact. This can help remove unnecessary procedural barriers for small-scale commercial improvements while still ensuring that projects requiring new lots, boundary changes, public improvements, or infrastructure upgrades remain subject to platting requirements.

**EXHIBIT B SUMMARY – EXISTING TRACT ONE-LOT PLATS:**

Exhibit B adds a new section for existing tract one-lot plats. Because the new Bastrop Development Code now includes minimum lot size and lot width standards, this amendment clarifies how existing unplatted tracts may be platted when they do not meet current minimum zoning dimensions.

This amendment is important because Bastrop is an older city with many existing tracts that were created before current subdivision and zoning standards. The proposed section would allow an existing unplatted tract to be platted as one lot, even if it does not meet the current minimum lot size or width, provided the existing tract boundaries are not changed and the

property is not further divided. This allows property owners to bring existing tracts into a platted status without requiring unnecessary variances or preventing reasonable use of the property.

**EXHIBIT C SUMMARY – SUBDIVISION WAIVERS:**

Exhibit C amends the current “Subdivision Variances” section to refer to these requests as “Subdivision Waivers.” This terminology is more appropriate for subdivision regulations and helps distinguish subdivision waiver requests, which are reviewed by City Council, from zoning variances, which are reviewed by the Zoning Board of Adjustment.

The amendment also establishes clearer notice requirements for subdivision waivers requested in association with a plat. When a waiver is requested, the waiver request must be included in the same notice as the related plat, ensuring that surrounding property owners and the public are informed of both the plat and the requested waiver being considered.

**PLANNING AND ZONING COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission recommended approval with a vote of 6-0 at their June 25, 2026 meeting.

**RECOMMENDATION:**

Conduct a public hearing, consider and act on the first reading of Ordinance No. 2026-20 to amend Chapter 10 of the Code of Ordinances, Subdivisions, as shown in Exhibits A-C, and move to include on the July 28, 2026, City Council Consent Agenda for a second reading.

**ATTACHMENTS:**

1. Ordinance No. 2026-20
2. Exhibit A – Commercial Infill Platting Exemptions
3. Exhibit B – Existing Tract One-Lot Plats
4. Exhibit C – Subdivision Waivers

**ORDINANCE NO. 2026-20**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AUTHORIZING AN AMENDMENT TO CHAPTER 10 OF THE CODE OF ORDINANCES, SUBDIVISIONS AS SHOWN IN EXHIBIT A-C; 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 proposed amendments were prepared to address platting and subdivision administration issues arising during implementation of the new Bastrop Development Code; and

**WHEREAS,** the amendments are intended to provide clearer procedures, reduce unnecessary platting barriers for existing developed properties, and distinguish subdivision waiver requests from zoning variances; and

**WHEREAS,** the Planning and Zoning Commission recommended approval of the proposed amendments with a vote of 6-0 at its June 25, 2026, regular meeting; 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.** Finding of Fact: The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

**Section 2.** Amendment to the Bastrop Code of Ordinances, Chapter 10, Chapter 10 of the Code of Ordinances, Subdivisions, is amended as shown in Exhibits A, B, and C, which are attached to and incorporated into this ordinance for all purposes.

**Section 3.** The City Council grants the amendment for the following: Exhibit A creates a commercial infill platting exemption for existing developed tracts when the proposed development does not create new lots, adjust tract boundaries,

require new streets, or require extension or upgrade of public infrastructure, including utilities or roads.

Exhibit B adds a new section for existing tract one-lot plats, allowing an existing unplatted tract to be platted as one lot even if it does not meet current minimum lot size or width standards, provided the tract boundaries are not changed, and the property is not further divided.

Exhibit C renames subdivision variances as subdivision waivers and clarifies that these requests are reviewed by City Council rather than the Zoning Board of Adjustment. Exhibit C also requires that when a waiver is requested in association with a plat, the waiver request must be included in the same notice as the related plat.

- Section 4.** Codification. The City Council directs the City Manager, or the City Manager's designee, to take all necessary actions 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.** 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 14<sup>th</sup> day of July 2026.

**PASSED & APPROVED on Second Reading** by the City Council of the City of Bastrop, on this, the 28<sup>th</sup> day of July 2026.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## EXHIBIT A: Commercial Infill Platting Exemptions

### Sec. 10.02.006 Platting Exemptions

A recorded Subdivision or development Plat is required prior to the issuance of a building permit with the following exceptions:

- a) Permits for an Accessory Building not connected to wastewater service.
- b) Permits for repair or remodeling of an existing Structure that involves no increase in square footage.
- c) Demolition permits, or permits for Removal of a Structure from a parcel or tract.
- d) Permits for new Construction or expansion, if all the following criteria are met:
  - 1) The current boundaries of the property existed in the same configuration on April 20,1981; and
  - 2) The Director of Planning & Development has determined there is no need for additional easements or right-of-way dedication.
- e) Exceptions for Infill Development:
  - 1) For the purposes of this Subdivision Chapter, an Infill property is land that has been previously developed and/or cleared land within existing neighborhoods or existing developed commercial areas.
  - 2) Exceptions to platting in these areas are for:
    - A. Construction of a Residential Dwelling and related Accessory Structures.
    - B. Permits for the expansion of existing Building up to a maximum of 50% of the original floor area.
    - B.C. Commercial infill development on an existing tract, provided the Director and City Engineer determine that the proposed development does not create a new lot, adjust a property line, require a new street or alley, street improvements, require the extension or upsizing of public infrastructure, require additional right-of-way or easements to be established by plat, or otherwise require platting under state law or this Chapter. Approval of this exemption does not waive Site Development Plan, Building permit, Drainage, access, utility, fire, parking, landscaping, or other applicable City requirements.

## EXHIBIT B: Existing Tract One-Lot Plats

### Sec. 10.02.007 Existing Tract One-Lot Plats

- 1) An existing unplatted tract may be platted as one lot in its current configuration, even if the tract does not meet the minimum lot size, lot width, or frontage requirements of the applicable zoning district, if the Director determines that:
  - a) The tract exists as a separately described tract by deed, tax record, survey, or other documentation acceptable to the City;
  - b) The plat does not create an additional lot or remainder tract;
  - c) The plat does not move or reconfigure any property line, except as necessary for required right-of-way dedication or easements;
  - d) The plat does not increase the degree of nonconformity;
  - e) The tract has legal access to an existing public street or other access approved by the City; and
  - f) The City Engineer determines that adequate access, Drainage, utilities, and public facilities exist or will be provided.
- 2) Approval of an Existing Tract One-Lot Plat recognizes the existing configuration of the tract and does not waive any applicable development requirement other than the existing lot area, lot width, or frontage deficiency shown on the plat.
- 3) The plat shall include a note stating that the lot is recognized as an existing tract in its current configuration, that no additional lot or further subdivision is authorized, and that all development must comply with applicable zoning, building, fire, Drainage, access, utility, floodplain, parking, landscaping, and Site Development Plan requirements.

## EXHIBIT C: Subdivision Waivers

### Sec. 10.03.005 Subdivision ~~Waivers~~Variances

When a subdivider can show that a provision of these regulations would cause unnecessary hardship if strictly adhered to, and where, because of some condition peculiar to the site, and when in the opinion of the City Council, the intent of this code is still being met, the City Council may authorize a waiver~~variance~~.

A request for a waiver shall be submitted as a separate application, concurrently with the plat application, and shall be considered with the associated plat. When notice is required for the plat, the waiver request shall be included in the same notice required for the plat. The notice shall identify the specific waiver requested and the code provision from which relief is sought.

If a waiver request is added or materially changed after notice of the plat has been provided, the plat and waiver shall not be considered until notice has been provided in the same manner required for the plat.



# STAFF REPORT

**MEETING DATE:** July 14, 2026

**TITLE:**

Conduct a public hearing, consider and act on the first reading of Ordinance No. 2026-23 to the City Council to amend Chapter 14 of the Code of Ordinances, Bastrop Development Code (BDC), as shown in Exhibits A-H, and move to include on the July 28, 2026, City Council Consent Agenda for a second reading.

**AGENDA ITEM SUBMITTED BY:**

Brittany Epling, Senior Planner

**BACKGROUND AND PURPOSE:**

The new Bastrop Development Code was adopted on April 14, 2026, to replace the Bastrop Building Block Code, also known as the B3 Code. The new code establishes the City's zoning regulations and includes certain unified development code components related to development standards, procedures, and administration.

Because the Bastrop Development Code is a new regulatory framework, staff anticipated that implementation would identify items needing clarification, correction, or adjustment. Staff is committed to bringing forward periodic code amendments, likely on a quarterly basis, to address issues that arise through administration of the code, respond to Bastrop-specific needs, and proactively resolve potential conflicts as staff, applicants, boards, commissions, and City Council become more familiar with the new regulations.

Staff has also been directed by the Planning and Zoning Commission and City Council to track administrative relief requests and variance requests, evaluate recurring themes, and recommend code amendments where appropriate. Since adoption of the new code, staff has received two variance requests related to increases in maximum impervious cover. At this time, staff does not believe those requests warrant a code amendment. Staff continues to work with applicants who may have true hardships through the Zoning Board of Adjustment process, or who may be able to use alternative design solutions, such as pervious pavers, to meet the intent of the code.

Other variance requests and inquiries have identified areas where staff believes targeted code amendments may be appropriate. One variance request, along with two additional inquiries, involved circular driveways or requests for a second driveway access on residential lots. This issue is addressed through the proposed amendments to residential driveway requirements, summarized in Exhibit D. Another variance request involved a request to exceed the maximum accessory dwelling unit size on a large rural residential property. Staff is proposing to address this issue through modifications to accessory dwelling unit size limits, summarized in Exhibit E.

The remaining proposed amendments include general cleanup of language and notice requirements, adjustments to permitted uses, the addition of a sign type that was unintentionally omitted during the original adoption, procedural clarifications, and additional administrative flexibility for infill development. The proposed infill provisions are intended to encourage development that is compatible with established neighborhood patterns by allowing limited

administrative flexibility for items such as setbacks, lot size, lot width, and similar dimensional standards. These amendments have resulted from specific applications and inquiries, as well as staff's ongoing review of the code to identify and correct potential future conflicts before they create unnecessary barriers to development or administration.

**EXHIBIT A SUMMARY - PARKS AND OPEN SPACE INTENT:**

The proposed amendment clarifies that the Parks and Open Space (P/OS) zoning district is intended for land owned by the City of Bastrop or dedicated to the City for park, open space, greenway, floodplain, recreational, or conservation purposes.

This clarification ensures the district is used for public parkland and City-maintained open space, supports tracking of parkland dedication, and distinguishes public parks and open space from private open space, HOA areas, drainage areas, or undeveloped private property.

**EXHIBIT B SUMMARY – CONTEXTUAL INFILL DEVELOPMENT EXCEPTIONS:**

The proposed amendment adds a new Contextual Infill Development Exceptions section to provide limited administrative flexibility for infill development in established residential and commercial neighborhoods. The existing code allows contextual flexibility for front setbacks only. This amendment expands that concept to other dimensional standards, such as side and rear setbacks, lot size, lot width, lot depth, frontage, build-to-lines, and building height.

The intent is to allow development to “match the neighborhood” when existing lawful development patterns do not align with the newly adopted zoning standards. Administrative exceptions would be limited to a maximum twenty percent (20%) adjustment and may only be approved when the applicant demonstrates that more than fifty percent (50%) of comparable developed properties on the block face, or within five hundred (500) feet if needed, have the same or a more permissive condition.

The amendment does not allow administrative exceptions for impervious cover, parking, permitted uses, density, floodplain, drainage, stormwater, fire access, building code, easements, visibility triangles, parkland dedication, or public improvement requirements. Requests that do not meet the criteria, create adverse impacts, or exceed the twenty percent (20%) threshold would require review by the Zoning Board of Adjustment through the applicable appeal or variance process.

**EXHIBIT C SUMMARY – CHURCH AND DAYCARE USES:**

The proposed amendment makes proactive updates to the Table of Permitted Uses and related definitions to better distinguish commercial childcare and school uses from in-home childcare uses. The broader “School / Nursery / Childcare” category is clarified as a commercial use, and a new separate category is added for registered or licensed childcare homes. Definitions are also added for each use type to improve interpretation and administration.

The amendment also updates the use allowance for churches, temples, and rectories to permit them by right in the Public Institutional (PI) zoning district. These are proactive cleanup amendments identified by staff during implementation of the new code to address potential future questions before they create inconsistencies or confusion.

**EXHIBIT D SUMMARY – DRIVEWAY REQUIREMENTS:**

The proposed amendment updates the residential and commercial driveway requirements to reference the City's Construction Standards Technical Manual, which requires a concrete driveway approach for any new driveway connection to the public right-of-way.

Once the driveway is on private property, the amendment provides additional flexibility by allowing alternative driveway surfaces, including asphalt, pavers, permeable pavement,

stabilized gravel, crushed stone, decomposed granite, or another all-weather surface approved by the City. These surfaces must be maintained to prevent dust, erosion, runoff, or tracking of material into the public right-of-way. This flexibility applies to new driveways, while existing lawful driveways may continue under prior standards. The amendment was prompted by potential code violations where the current standard could prohibit front yard parking on any surface other than concrete. The proposed amendment provides additional options for homeowners to properly park vehicles while still maintaining enforceable driveway standards.

The amendment also allows up to two driveway access points on a residential lot when frontage and spacing requirements are met. This can accommodate semicircular driveways or two separate driveways on larger lots, while maintaining a maximum combined driveway width of 36 feet to protect neighborhood character and limit excessive driveway frontage. This amendment also responds to several driveway inquiries received over the past several months and may help address street parking concerns in residential neighborhoods. In areas with challenging topography, semicircular driveways may also improve visibility and safety by allowing vehicles to pull forward onto the street rather than backing into traffic.

Finally, the amendment adds minimum corner clearance standards for residential and commercial driveways. These standards were unintentionally omitted during adoption of the new code and are being carried forward from the prior B3 Code. Properties with frontage on a state highway must also comply with TxDOT requirements, which may be more restrictive and would control where applicable.

#### **EXHIBIT E SUMMARY – ADU SIZE REQUIREMENTS:**

The proposed amendment updates the accessory dwelling unit (ADU) size requirements by removing the maximum square footage cap and instead limiting an ADU to a maximum of sixty percent (60%) of the primary dwelling size. This maintains the ADU as accessory and incidental to the primary residence while providing more flexibility for larger lots and properties with larger primary homes.

The amendment was prompted by a variance request on a large rural residential lot where the existing square footage cap unnecessarily limited the proposed ADU, even though the ADU would remain less than sixty percent (60%) of the primary dwelling and comply with all other applicable requirements. Each ADU must still meet required parking based on the number of bedrooms, maximum impervious cover limits, setbacks, utilities, and all other applicable development standards.

#### **EXHIBIT F SUMMARY – MENU SIGN BOARDS:**

The proposed amendment updates the Sign Code to add menu board signs as an allowable sign type for drive-through establishments. This sign type was unintentionally omitted during the initial adoption of the Bastrop Development Code, but is necessary to provide clear allowances and standards for common drive-through operations.

The amendment establishes standards for menu board signs, including size, number, and location requirements. Menu board signs may be electronic, provided they comply with the City's dark sky illumination standards and are not oriented directly toward the public right-of-way. This amendment provides needed clarity for applicants and staff while maintaining appropriate limits on lighting, visibility, and sign impacts.

#### **EXHIBIT G SUMMARY – VARIANCE PROCEDURES:**

The proposed amendment updates the variance procedures by removing the requirement that a Zoning Board of Adjustment meeting be held within 45 days of application submittal. Instead, variance public hearings would be scheduled in compliance with the Texas Local Government Code and the City's adopted procedures. This provides staff additional time to review

applications for completeness, ensure notice requirements are met, and work with applicants to obtain any missing documentation before scheduling a hearing.

ZBA meetings are expected to continue on a regular monthly schedule. When a complete application is submitted, the request would generally be scheduled within 4 to 5 weeks. If an application is incomplete, the amendment allows staff to work with the applicant before moving the request forward, rather than requiring a hearing before the application is ready for review.

The amendment also cleans up notice requirements for consistency. Although mailed notice, posted signs, and newspaper notice are not required for variances under the Texas Local Government Code, staff proposes to continue providing mailed notice to surrounding property owners and requiring a posted sign on the property. The amendment removes the newspaper notice requirement.

#### **EXHIBIT H SUMMARY – NOTICES AND SITE DEVELOPMENT PLAN EXPIRATION:**

The proposed amendment updates the general zoning notice requirements to align with recent Texas Local Government Code amendments. The amendment clarifies that newspaper notice must be published before the 15th day prior to the public hearing, and mailed notice must be sent before the 11th day prior to the public hearing.

Additional amendments to the administration and procedures section update the expiration and closure process for site development plan applications. A site development plan approval would expire after one year if no building permit has been applied for. The amendment also allows staff to close a site development plan application if there has been no applicant activity for six months or longer.

These changes are intended to clean up administrative procedures, ensure compliance with state notice requirements, and allow staff to re-review inactive or delayed projects when significant time has passed. This helps ensure site plans remain consistent with current conditions, adopted standards, and any applicable code updates.

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

The Planning and Zoning Commission recommended approval with a vote of 6-0 at their June 25, 2026 Regular meeting.

#### **RECOMMENDATION:**

Conduct a public hearing, consider and act on the first reading of Ordinance No. 2026-23 to the City Council to amend Chapter 14 of the Code of Ordinances, Bastrop Development Code (BDC), as shown in Exhibits A-H, and move to include on the July 28, 2026, City Council Consent Agenda for a second reading.

#### **ATTACHMENTS:**

1. Ordinance No. 2026-23
2. Exhibit A – Parks and Open Space Intent
3. Exhibit B – Contextual Infill Development Exceptions
4. Exhibit C – Church and Daycare Uses
5. Exhibit D – Driveway Requirements
6. Exhibit E – ADU Size Requirements
7. Exhibit F – Menu Sign Boards
8. Exhibit G – Variance Procedures
9. Exhibit H – Notices and Site Development Plan Application Expiration

**ORDINANCE NO. 2026-23**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AUTHORIZING AN AMENDMENT TO CHAPTER 14 OF THE CODE OF ORDINANCES, "BASTROP DEVELOPMENT CODE," AS SET FORTH IN EXHIBITS A THROUGH H; 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 of Bastrop adopted a new Bastrop Development Code on April 14, 2026, replacing the Bastrop Building Block Code, also known as the B3 Code; and

**WHEREAS,** early implementation of the Bastrop Development Code was expected to identify provisions requiring clarification, correction, or adjustment, and City staff has been directed to track administrative relief and variance requests for possible code amendments; and

**WHEREAS,** the amendments adopted by this Ordinance respond to inquiries, variance requests, and staff review in order to reduce conflicts and improve administration of the Bastrop Development Code; and

**WHEREAS,** the Planning and Zoning Commission recommended approval of the amendments by a vote of 6-0 at its regular meeting on June 25, 2026; and

**WHEREAS,** the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Bastrop held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting.

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

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

**Section 2.** Amendment to the Bastrop Code of Ordinances, Chapter 14, Chapter 14

of the Code of Ordinances of the City of Bastrop, Texas, known as the Bastrop Development Code, is hereby amended as set forth in Exhibits A through H, which are attached to and incorporated into this Ordinance for all purposes.

**Section 3.** The City Council grants the amendment for the following: Exhibit A clarifies the intent of the Parks and Open Space (P/OS) district so that the district applies to land owned by the City or dedicated to the City for park, open space, greenway, floodplain, recreational, or conservation purposes.

Exhibit B adds Contextual Infill Development Exceptions to allow limited administrative flexibility for established neighborhoods. The exceptions may apply to setbacks, lot size, lot width, lot depth, frontage, build-to-lines, and building height, subject to a maximum adjustment of 20 percent and the 50 percent comparable-development standard. No exception is authorized for impervious cover, parking, uses, density, floodplain, drainage, stormwater, fire access, building code requirements, easements, visibility triangles, parkland dedication, or public improvement requirements.

Exhibit C distinguishes commercial childcare, and school uses from registered or licensed childcare homes. Exhibit C also updates allowances for churches, temples, and rectories to permit those uses by right in the PI zoning district.

Exhibit D updates driveway requirements to reference the Construction Standards Technical Manual for concrete approaches within the right-of-way, allow approved all-weather surfaces on the private side of the property, allow up to two residential driveway access points when frontage and spacing standards are satisfied, cap combined driveway width at 36 feet, and add corner-clearance standards carried forward from the former B3 Code.

Exhibit E revises accessory dwelling unit size limits by removing a fixed square-foot cap and limiting accessory dwelling units to 60 percent of the primary dwelling size, while retaining all other applicable standards.

Exhibit F adds menu board signs as an allowable sign type for drive-through establishments and establishes standards for size, number, location, electronic display, and dark-sky compliance.

Exhibit G revises variance procedures by removing the 45-day hearing deadline, aligning scheduling with state law and City procedures, continuing mailed notice and posted sign notice, and removing newspaper notice for variances.

Exhibit H updates notice timing requirements to align with state law. Newspaper notice must be published before the 15th day prior to the public hearing, and mailed notice must be sent before the 11th day prior to the public hearing. Exhibit H also provides that site development plan approvals expire after one year if no building permit has been applied for, and that inactive applications may be closed after six months of no applicant activity.

- Section 4.** Codification. The City Council directs the City Manager, or the City Manager's designee, to take all necessary actions 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.** 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 14<sup>th</sup> day of July 2026.

**PASSED & APPROVED on Second Reading** by the City Council of the City of Bastrop, on this, the 28<sup>th</sup> day of July 2026.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## ARTICLE 14.02 ZONING DISTRICTS

### Sec. 14.02.001 Establishment of Zoning Districts.

A. The City of Bastrop is hereby divided into the following zoning districts. Each district is intended to guide land development in a manner consistent with the Comprehensive Plan and the unique character of Bastrop. These districts establish the baseline for permitted uses, development intensity, and design standards.

The zoning districts established in this Code are:

- P/OS – Parks and Open Space
- RR – Rural Residential
- SF-1 – Low Density Single Family Residential
- SF-2 – Medium Density Single Family Residential
- SF-3 – High Density Single Family Residential
- MU – Mixed Use
- GC – General Commercial
- PI – Public Institutional
- IND – Industrial
- PDD – Planned Development Districts

### Sec. 14.02.002 Official Zoning Map.

The location and boundaries of zoning districts shall be shown on the Official Zoning Map of the City of Bastrop and incorporated herein by reference as Reference A. The Official Zoning Map shall be maintained by the Development Services Department and is incorporated herein by reference and kept on file with the City Secretary and Development Services Department.

### Sec. 14.02.003 District Requirements

A. Parks and Open Space (P/OS)

- 1) Intent. The P/OS District preserves [City of Bastrop owned land, or lands dedicated to the City,](#) for natural areas, greenways, floodplains, public parks, and recreational facilities. It provides areas for conservation, passive and active recreation, and environmental protection while maintaining Bastrop’s natural character and sensitive environmental features.
- 2) Typical Uses: Parks, trails, greenways, floodplain reserves, civic plazas, nature preserves, cemeteries, and limited accessory structures (restrooms, pavilions).
- 3) Dimensional Standards Chart:

**Sec. 14.02.007 Contextual Infill Development Exceptions**

- A. Purpose. This section allows limited administrative exceptions for infill development in existing neighborhoods where strict application of the dimensional standards would prevent development that is consistent with the established neighborhood pattern.
- B. Applicability. This section applies to infill development on property that:
  - 1) is located within an existing established residential or commercial neighborhood;
  - 2) fronts on an existing public street;
  - 3) does not require construction of a new public street; and
  - 4) is within a blockface where at least fifty percent (50%) of the lots are developed, or, if the blockface does not provide a sufficient comparison, within five hundred (500) feet of comparable developed lots.
- C. Eligible Exceptions. The Director of Development Services may administratively approve exceptions to lot size, lot width, lot depth, lot frontage, setbacks, build-to-lines, building height, or other dimensional development standards necessary to match the established neighborhood pattern.
- D. Exclusions. The Director may not approve an administrative exception for impervious coverage, parking, permitted uses, density, floodplain requirements, drainage, stormwater, fire access, building code requirements, easements, visibility triangles, parkland dedication, or public improvement requirements.
- E. Established Neighborhood Pattern. For purposes of this section, “consistent with the established neighborhood pattern” means that more than fifty percent (50%) of the developed properties on the same blockface, or, if the blockface does not provide a sufficient comparison, more than fifty percent (50%) of the developed properties within five hundred (500) feet of the subject property boundaries, have the same or a more permissive dimensional condition than the standard being requested.
  - 1) For minimum standards, including lot size, lot width, lot depth, lot frontage, and setbacks, the established neighborhood pattern is met if more than fifty percent (50%) of the comparison properties have an applicable measurement that is equal to or less than the requested standard.
  - 2) For maximum standards, including building height, the established neighborhood pattern is met if more than fifty percent (50%) of the comparison properties have an applicable measurement that is equal to or greater than the requested standard.
  - 3) Only lawfully established lots and lawfully constructed principal structures may be used to establish the neighborhood pattern.
- F. Approval Criteria. The Director may approve an exception only if:
  - 1) the request is limited to an eligible standard listed in subsection C;

## EXHIBIT B: Contextual Infill Development Exceptions

Item 9E.

- 2) the proposed development is consistent with the measurable lot, setback, building placement, or building scale pattern of the surrounding neighborhood;
  - 3) the request does not create adverse impacts related to drainage, access, utilities, fire protection, or public safety;
  - 4) the request does not conflict with the intent of the underlying zoning district or this Code; and
  - 5) the applicant provides documentation sufficient for the Director to verify the established neighborhood pattern.
- G. ZBA Review. The Director is not required to approve an exception under this section. If the Director determines that the request does not clearly meet the criteria above, does not meet the intent of this Code, or is more appropriately reviewed as a variance, the Director shall deny the administrative request. The applicant may then request variance approval from the ZBA in accordance with this Code.

## EXHIBIT C: Daycare and Church Uses

### Educational, Institutional & Special Uses

Use	P/OS	RR	SF	MU	GC	PI	IND
<a href="#">Commercial School / Nursery / Childcare</a>	NP	<u>CP</u>	<u>CP</u>	P	P	P	NP
<a href="#">Registered or Licensed Childcare Home</a>	<u>NP</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>
Church / Temple / Rectory	NP	C	C	P	P	<u>PC</u>	NP
Community Center (Public)	P	NP	NP	NP	C	P	NP
Hospital / Assisted Living / Skilled Nursing	NP	NP	NP	C	P	P	P
College / University	NP	NP	NP	NP	C	P	C
Library/Museum	NP	NP	NP	C	P	P	NP
Social Service Facility (food bank, counseling), Shelter/Transitional Housing	NP	C	NP	C	P	P	NP
Cemetery (human burial)	NP	C	NP	NP	C	P	C
Crematorium (human or animal)	NP	P	NP	NP	C	P	P

## EXHIBIT C: Daycare and Church Uses

Item 9E.

**Commercial School/Nursery/Childcare.** A nonresidential facility, other than a public or private elementary or secondary school, that provides instruction, training, supervision, nursery care, preschool care, day care, after-school care, or similar educational or child-supervision services for compensation. This use includes commercial learning centers, tutoring centers, trade or business schools, nursery schools, preschools, child-care centers, day care centers, and similar facilities. For child-care purposes, this category includes a licensed child-care center that provides care for seven or more children for less than 24 hours per day at a location other than the permit holder's home.

**Registered or Licensed Childcare Home.** A childcare operation located in the primary caregiver's own residence that is registered or licensed by the State of Texas and provides care, supervision, training, or education for children for less than 24 hours per day, subject to the applicable state capacity limits and minimum standards.

**A registered child-care home** is a residence where the registered primary caregiver provides care in the caregiver's own residence for not more than six children from birth through 13 years of age, and may also provide after-school care for not more than six additional elementary school children, provided the total number of children in care, including children related to the caregiver, does not exceed 12.

**A licensed child-care home** is a residence where the licensed primary caregiver provides care in the caregiver's own residence for children from birth through 13 years of age, with the total number of children in care, including children related to the caregiver, not exceeding 12.

## EXHIBIT D: Driveway Requirements

1) Driveway Criteria and Spacing.

- a) Residential Driveways. A concrete driveway approach in accordance with the City of Bastrop Construction Standards Technical Manual designed and intended to serve as access from a roadway to a lot or parcel of land which is a location for a one (1) or two (2) family residence. Once on private property, the driveway may be constructed of concrete, asphalt, pavers, permeable pavement, stabilized gravel, crushed stone, decomposed granite, or another durable all-weather surface approved by the City, provided the surface is maintained to prevent dust, erosion, runoff, and tracking of material into the public right-of-way.

Type	Driveway Width	Minimum Driveway Spacing	Minimum Corner Clearance
Single Family	12'-24'	1 driveway per property <u>by right. A second driveway or driveway approach may be considered and approved by the City Engineer for lots with greater than 70' frontage, provided all driveway approaches on the same frontage have a minimum of 10' spacing, and all sight-distance, drainage, and construction standards are met and a maximum of 36' driveway width for the property in total.</u>	<u>20'</u>
Duplex/Townhome	12'-24'	10'	<u>20'</u>

- b) Commercial Driveways. A concrete driveway approach designed in accordance with the City of Bastrop Construction Standards Technical Manual and intended to serve as access from a roadway to a lot or parcel of land used for any development or purpose other than one or two family residences.

Street Type	One-Way Driveway Width	Two-Way Divided Driveway Width (each side of median)	Two-Way Undivided Driveway Width	Minimum Driveway Spacing	Minimum Corner Clearance
Local Street	15' min -20' max	20' min – 24' max	25' min – 40' max	100' min.	<u>40'</u>
Major Collector	15' min -20' max	20' min – 24' max	25' min – 40' max	150' min.	<u>80'</u>
Major Collector (4-Lane w/Median)	18' min -25' max	20' min – 24' max	30' min – 40' max	150' min.	<u>80'</u>
MAD 4, MAD 6	18' min -25' max	20' min – 30' max	30' min – 45' max	200' min.	<u>80'</u>
MAD 8	18' min-25' max	20' min – 30' max	30' min – 45' max	400' min.	<u>80'</u>

**ARTICLE 14.04 DEVELOPMENT STANDARDS**

## EXHIBIT E: ADU Size Requirements

- (1) Up to two ADU's are allowed by-right on any Rural Residential or Mixed Use zoned lot, provided parking and impervious cover requirements are met.
- b) Single-Family (SF) districts:
  - (1) One ADU is allowed by-right on any Single Family-zoned lot, provided parking and impervious cover requirements are met.
  - (2) A second ADU may approved with a Conditional Use Permit on any Single Family-zoned lot, provided parking and impervious cover requirements are met.
- c) No more than two ADU's may be allowed on a lot.
- 2) Types. Detached (including above a detached garage), attached to the principal dwelling, or internal conversion (within the existing house or garage) with a separate code-compliant entrance.
- 3) Maximum Size (each ADU, gross floor area)
  - a) ~~Standard: up to 1,000 square feet or  $\leq$ 60 percent of the principal dwelling's conditioned floor area, whichever is less.~~
  - b) ~~Rural Residential zoned lots greater than one acre: may increase to 1,500 square feet (regardless of percentage).~~
  - e)a) Attached ADU's and Internal Conversions: An attached ADU, including an ADU created by internal conversion of existing conditioned space within the principal dwelling (without additions), shall not exceed one thousand (1,000) square feet or fifty percent (50%) of the principal dwelling's conditioned floor area, whichever is less, and the principal dwelling shall remain the larger unit.
- 4) Height. Maximum 24 feet and no more than two stories.
- 5) Setbacks (detached ADUs)
  - a) Single-Family (SF) and Mixed Use (MU) districts:
    - (1) 5 feet side setback
    - (2) 5 feet rear setback
    - (3) 10 feet corner side setback
    - (4) not permitted in the front yard
  - b) Rural Residential (RR) districts:
    - (1) 10 feet side setback
    - (2) 10 feet rear setback
    - (3) 15 feet corner side setback
    - (4) not permitted in front yard

## EXHIBIT F: Menu Board Signs

Item 9E.

### Sec. 14.07.006 Illumination

A. Allowed illumination types: internal, halo (internal indirect), and external shielded down-lighting.

B. Prohibited effects: flashing, chasing, strobing, revolving beacons, moving parts.

1) Exemptions: Menu Board Signs provided they comply with all other illumination standards of Sec. 14.07.006.

B.C. Performance. Internally lit signs: only allowed in signs that are within 200 feet of the State Highway Right-of-Way excluding Loop 150/Chestnut Street from Perkins Street to American Legion Drive. Correlated color temperature (CCT) greater than 3,000 K is prohibited (except existing). Externally lit signs: stationary, fully shielded, bulbs/tubes not visible from R.O.W. or residences. Correlated color temperature (CCT) greater than 3,000 K is prohibited (except existing).

**Sec. 14.07.007 Permanent Signs**

- A. Awning/Canopy. Count toward wall-sign allowance; ground-floor only; min 8 ft clearance to sidewalk; The sign shall not exceed 1 sq ft per linear foot of awning width.
- B. Building Wall. Max area based on facade linear footage; only the primary façade width may be used for calculation. For businesses that have multiple road frontages additional signs are allowed per frontage.
  - 1) Ratio of 1.25 square feet per linear foot of primary façade width, for buildings or tenant spaces with up to fifty (50) linear feet of primary facade.
  - 2) Ratio of 1.50 square feet per linear foot of primary façade width, for buildings or tenant spaces with between fifty (50) and seventy-five (75) linear feet of primary facade.
  - 3) Ratio of 1.75 square foot per linear foot of primary façade width, for buildings or tenant spaces with greater than seventy-five (75) linear feet of primary facade.
  - 4) For buildings or tenant spaces with more than one exterior building wall with exposure to vehicular traffic, the maximum area of wall signage may be increased by 25% if the sign area is split between at least two (2) signs located on different wall exposures visible to vehicular traffic.
- C. Projecting/Marquee Signs. Max one per business with a maximum of 16 sq ft and a 9 ft minimum clearance; projecting no more than 4 ft from wall. For cinema, they may include a changeable list of movie titles and extend to up to 10 ft from the building.
- D. Suspended/Blade Signs (under canopy). Signs cannot be more than 6 sq ft not counted toward wall-sign total; 8 ft minimum clearance; mount perpendicular to facade. For businesses that have multiple road frontages additional signs are allowed per frontage.
- E. Monument/Directory/Directional/Multitenant. Allowed per sign category, number, area, and height per dimensional standards and shall include street addresses. There should be a 75 ft spacing that shall be maintained between all monument signs. For businesses that have multiple road frontages additional signs are allowed per frontage.
  - 1) For sites with one or more buildings the maximum dimensions are as follows:
    - a) Forty-eight (48) square feet of sign area, eighty (80) square feet of sign structure area and a maximum height of eight (8) feet if the speed limit of the road toward which the sign is oriented is less than forty (40) mph.
    - b) Sixty (60) square feet of sign area, one hundred twenty (120) square feet of sign structure area and a maximum height of twelve (12) feet if the speed limit of the road toward which the sign is oriented is between forty (40) and forty-nine (49) mph.
    - c) Ninety-six (96) square feet of sign area, one hundred sixty (160) square feet of sign structure area and a maximum height of sixteen (16) feet if the speed limit of the road toward which the sign is oriented is fifty (50) mph or greater.

## EXHIBIT F: Menu Board Signs

- F. Window Signs. Max coverage = 50% of window area if the background is solid color and 100% max if the background is transparent; may be painted on glass, applied on the glass or hung just inside. For businesses that have multiple road frontages additional signs are allowed per frontage.
- G. Flags. Max pole height: 20 ft in Residential/Neighborhood Service (max flag 28 sq ft); 35 ft in other categories (max flag 40 sq ft). Max three flags per site; setbacks cannot be less than pole height.
- H. Pylon Signs. One (1) pylon sign is permitted per lot along State Highways; maximum sign face area shall not exceed 160 square feet and maximum sign structure area shall not exceed 240 square feet with a maximum height to width ratio of 4:1; maximum height shall be 20 feet, except that a pylon sign on a lot fronting SH 71 may be up to 35 feet in height; minimum spacing shall be 100 feet from any other pylon sign, measured structure-to-structure; and the sign may list multiple tenants within the maximum permitted area; additionally, a pylon sign may be permitted to serve a nonresidential lot that does not front a State Highway provided the benefitted lot is located within 1,000 feet of the State Highway right-of-way (measured in a straight line from the nearest lot line), and the pylon sign is located on private property on a lot that fronts the State Highway within 200 feet of the State Highway right-of-way and within 1,000 feet (straight-line) of the principal building or primary business entrance it advertises, and is authorized by common ownership or a recorded sign easement identifying the benefitted lot.
- I. Subdivision Entry. One per primary entrance (or per corner/median with license agreement); max 48 sq ft; max height 8 ft; masonry materials; downward/ground lighting; landscaped area = 2× sign face area with irrigation and shrubs; provide perpetual maintenance plan.
- J. Menu Board Signs. A permanent sign to not exceed a height of six (6) feet in height, five (5) feet in width, thirty (30) square feet, and no more than two (2) per drive-through lane, associated with a drive-through, walk-up, or similar service area that displays products, services, prices, instructions, or other information necessary for customers to place an order. A menu board sign may include static, changeable copy, or digital display elements, but shall be oriented primarily toward on-site customers and not toward the public right-of-way for general advertising purposes.

## EXHIBIT F: Menu Board Signs

### Sec. 14.07.011 Dimensional Standards & Permissions

A. Table of Permitted/Allowed Signs. Signs may be installed only as listed by sign category and type (A = Allowed w/o permit; P = Permit required). All unlisted sign types are prohibited.

Sign Type	P/OS	RR	SF	MU	GC	PI	IND	PDD
Permanent								
Awning/canopy	-	-	-	P	P	P	P	P
Building Wall/Band	-	-	-	P	P	P	P	P
Directional	P	-	-	P	P	P	P	P
Directory	P	-	-	P	P	P	P	P
National or Official Flags	A	A	A	A	A	A	A	A
Government	A	A	A	A	A	A	A	A
Marquee	P	-	-	P	P	P	P	P
Monument	P	-	-	P	P	P	P	P
Multitenant	-	-	-	P	P	P	P	P
Projecting	-	-	-	P	P	P	P	P
Pylon <sup>1</sup>	-	-	-	p <sup>1</sup>	p <sup>1</sup>	p <sup>1</sup>	p <sup>1</sup>	p <sup>1</sup>
Subdivision entry	P	P	P	P	P	P	P	P
Suspended/Blade	-	-	-	P	P	P	P	P
Window	-	A	A	A	A	A	A	A
<u>Menu Board Signs</u>	-	-	-	P	P	-	P	P
Temporary								
A-Frame	A	-	-	-	A	A	A	A
Banner	P	-	-	P	P	P	P	P
Construction Site	P	P	P	P	P	P	P	P
Development Information	P	P	P	P	P	P	P	P
Light Pole-Mounted	P	-	-	P	P	P	P	P
Political	A	A	A	A	A	A	A	A
Bandit	A	A	A	A	A	A	A	A

<sup>1</sup> Only as specified in section 14.07.007(H).

## EXHIBIT G: Variance Procedures

### Sec. 14.12.007 Procedure for Variances

- A. An Application for a Variance shall be made in writing in a form prescribed by the ZBA and shall be accompanied by the required fee in compliance with the Master Fee Schedule, a Site Plan and additional information may be requested in order to properly review the Application. Such information may include, but is not limited to, an existing Plat and Site Building plans.
- B. The Director of Planning & Development or other authorized officials shall visit the Site and the surrounding area where the proposed Variance will apply and shall report their findings to the ZBA.
- C. The ZBA shall hold a public hearing ~~in accordance with TLGC 211.008. no later than 45 days after the date the Application for action or an Appeal is filed. Mailed n~~ Notice of a public hearing shall be provided to all property owners within 200 feet of the affected property within ~~110~~ days prior to the public hearing. ~~and also published in the official local newspaper within 10 days prior to the public hearing. Posted sign 2 feet x 4 feet shall be posted on the subject property requesting the variance within 11 days prior to the public hearing.~~
- D. The ZBA shall not grant a Variance unless it finds, based on competent evidence, that each of the conditions in requirements for granting the Variance has been established. The ZBA's findings, together with the specific facts that the findings are based on, shall be incorporated into the official minutes of the ZBA meeting that the Variance is granted or denied.
- E. The ZBA may impose such additional conditions, limitations and safeguards as it deems appropriate upon the granting of any Variance. Violation of any such condition, limitation or safeguard shall constitute a violation of this Code.
- F. Any rights authorized by a Variance that are not exercised within 1 year from the date of granting such Variance shall lapse and may be reestablished only after Application and a new hearing in accordance with this.

**Sec. 14.13.002 Zoning Procedures.**

- A. Purpose & Applicability
  - 1) Purpose. Establish a predictable, transparent process for zoning map amendments (rezonings) that implements the Comprehensive Plan and adopted master plans, ensures compatibility, and protects public health, safety, and welfare.
  - 2) Applicability. Applies to all zoning map amendments, including district changes, conditional zoning, overlays, and initial zoning of land proposed for annexation (pre-zoning) as provided herein.
- B. Pre-Application. A pre-application meeting with Development Services Department is required prior to submittal of any rezoning application.
- C. Application. An application shall be submitted through the City’s public portal complete with all information.
- D. Review & Recommendations
  - 1) DRC Technical Review. DRC reviews for compliance with this Code, Comprehensive Plan, and adopted master plans; may request revisions; and prepares a consolidated memo.
  - 2) Director’s Report. The Director forwards a recommendation (approval, approval with conditions, or denial) to P&Z.
  - 3) Planning & Zoning Commission (P&Z). P&Z holds a public hearing, considers staff/DRC recommendations and public input, and issues a recommendation to City Council.
  - 4) City Council (Final Action). Council holds a public hearing as well as a second reading at a subsequent meeting and acts by ordinance: approve, approve with conditions, remand to P&Z, or deny.
- E. Approval Criteria. In making recommendations and decisions, the reviewing bodies shall consider whether the amendment:
  - 1) Implements Adopted Plans. Is consistent with the Comprehensive Plan and applicable master plans (transportation, utilities, parks/open space).
  - 2) Ensures Compatibility. Provides appropriate transitions in use, scale, and design to adjacent development; mitigates potential impacts through conditions where needed.
  - 3) Provides Adequate Infrastructure. Streets, utilities, drainage, and public safety services are available or can be provided in a timely manner; access and internal circulation are safe and efficient.
  - 4) Advances the Public Interest. Furthers health, safety, welfare, and the purposes of this Code without granting special privilege.
- F. Public Notices & Hearings
  - 1) Non-Comprehensive Zoning Changes
    - a) Mailed Notice (Map Amendments). Mail written notice to property owners within 200 feet of the subject site at least 11 days before the P&Z hearing, using the most recent tax roll; courtesy mailing to appraisal-district records may be added where municipal rolls do not list an owner.

## EXHIBIT H: Notices Cleanup and Site Development Plan Application Expiration

Item 9E.

- b) Published Notice (Council). Publish notice of the Council hearing in the City's official newspaper at least 16 days prior to the Council hearing.
- c) Website. Publish notice of the Council hearing on the City's official webpage at least 16 days prior to the Council hearing.
- d) Posted Notice. Minimum 2 feet x 4 feet sign placed on the street frontage in visible unobstructed location at least 11 days prior to the initial public hearing. The sign shall stay in place until final action is taken or request is withdrawn.

**Sec. 14.13.004 Site Development Plans.****A. Purpose & Applicability**

- 1) Purpose. Ensure new development is safe, serviceable, and compatible by verifying compliance with this Code, adopted plans, and applicable engineering, utility, fire, and building standards.
- 2) When Required. A Site Plan is required prior to building permit for:
  - a) New nonresidential buildings;
  - b) Multifamily (3+ units), townhomes, and mixed-use buildings;
  - c) Exterior additions or intensifications that (i) add  $\geq 1,000$  sq ft GFA or  $\geq 10\%$  (whichever is greater), (ii) add/relocate driveways, fire lanes, or loading, or (iii) expand parking by  $\geq 10$  spaces;
  - d) Changes of use that increase parking demand, traffic, outdoor activity, or life-safety risk;
  - e) New/expanded outdoor storage, vehicle display/queuing, or fuel service;
  - f) Projects in an overlay when that overlay requires a Site Plan.
- 3) Exemptions. Not required for:
  - a) Single family dwellings or duplex's on individual platted lots (frontage/driveway items still shown with the building permit);
  - b) Interior finish-out and ordinary repairs that do not increase occupancy load, parking demand, or external impacts;
  - c) Very small exterior changes ( $< 1,000$  sq ft) with no new access points and no triggers in A(2).  
The Director may require a Site Plan where otherwise exempt work creates traffic, drainage, fire access, or compatibility concerns.

**B. Relationship to Other Approvals**

- 1) Zoning first. Uses must be permitted or conditionally approved (CUP/PD). Site Plans implement—not replace—those approvals and conditions.
- 2) Deviations. Relief from standards follows the applicable procedure (Administrative Relief, BOA variance, or Council Alternative Compliance) before or concurrent with Site Plan review.
- 3) Public Improvement Plans (Construction Plans). Site Plan approval is distinct from civil construction drawing (PIP) approval; both may be required where public/frontage improvements or utility extensions are proposed.
- 4) Overlay/Plat/Historic. COA, floodplain/WUI, plats, and similar approvals are conditions of Site Plan approval when applicable.

**C. Submittal (Minimum)**

- 1) Pre-application meeting required.
- 2) Application with:
  - a) Site layout (buildings, setbacks, easements, access, internal circulation, fire lanes, loading, refuse/mechanical, outdoor activity areas) and a compliance table;
  - b) Parking/loading plan (counts, accessible & bicycle spaces, geometry);

- c) Access & Connectivity sheet (driveway spacing/sight distance, cross-access, sidewalks/trails, pedestrian routes/ramps);
  - d) Landscape and Irrigation plans sealed by a Landscape Architect
  - e) Tree survey performed by an ISA Certified Arborist and accompanying preservation/mitigation plan;
  - f) Utilities (domestic, fire, wastewater) and will-serve/availability as needed;
  - g) Drainage concept (ponds/outfalls and pre/post summary);
  - h) Lighting/photometric plan where outdoor lighting or nighttime hours are proposed;
  - i) Building elevations or massing sufficient to verify height, screening, and transparency;
  - j) TIA/traffic study, if required;
  - k) Phasing and timing of frontage/public improvements;
  - l) Overlay documentation, if applicable.
  - m) Site development plan checklist complete, along with all items required by the checklist.
- D. Review & Decision
- 1) Completeness check. Incomplete applications are returned with deficiencies.
  - 2) DRC review. Consolidated technical review and comments.
  - 3) Director decision (administrative). Approve, approve with conditions, or deny. No public hearing.
  - 4) Conditional approvals. May be issued contingent on obtaining related approvals (CUP, Alternative Compliance, ZBA variance, plat, COA, floodplain permit) prior to permit issuance.
  - 5) Resubmittal. Applications may be remanded for revisions where material issues remain.
- E. Standards for Approval (Findings). The Director shall approve only if the Site Plan:
- 1) Complies with district standards, permitted uses, and any CUP/PD/overlay conditions;
  - 2) Meets Access & Connectivity standards (safe driveway placement, internal circulation, pedestrian connections, cross-access where required);
  - 3) Provides required parking, loading, stacking, and bicycle parking (including any approved shared/remote arrangements);
  - 4) Meets Landscaping & Tree Preservation requirements, including screening of service/outdoor storage and protection/mitigation of significant trees;
  - 5) Demonstrates adequate utilities, fire protection, and stormwater management consistent with City engineering criteria and adopted plans;
  - 6) Protects adjacent properties through buffers, lighting control, and orientation of access/service areas;
  - 7) Avoids unsafe traffic conditions or undue congestion and implements proportionate off-site mitigation when required;
  - 8) Meets all other applicable provisions of this Code.
- F. Conditions of Approval. The Director may impose conditions reasonably related to compliance and mitigation, including: access management (location/closure/turns/cross-access/TDM), frontage improvements (sidewalks/trees/lights/ramps) tied to CO timing, screening/landscape/tree measures, limits on outdoor

activity/queuing/delivery windows, drainage/utility upgrades and easements, phasing, and performance security for public improvements.

G. Site Plan Amendments & Compliance Triggers

- 1) When an Amendment is Required. Amend before changes that would:
  - a) Alter building footprint, placement, or height;
  - b) Add floor area, outdoor activity, loading/queuing, or fuel service;
  - c) Add, remove, or relocate a driveway, fire lane, or loading space;
  - d) Reconfigure internal circulation, parking layout, stall/aisle geometry, or accessible/bicycle parking;
  - e) Modify drainage facilities, detention/retention, outfalls, or utility routing;
  - f) Change the use (or mix) in a way that increases trips, parking demand, hours, or external impacts;
  - g) Affect compliance with any condition of a CUP/PD/Alternative Compliance or any overlay approval.
- 2) Changes Not Requiring an Amendment (As-Built). De minimis “field changes” for constructability that do not reduce any standard or condition, such as: minor utility alignment shifts; like-for-like plant substitutions; small door/window shifts not affecting transparency or fire ratings; converting up to five (5) striped spaces to compact where allowed. Note on as-builts before final inspection/CO.
- 3) Cumulative Changes. Amendment thresholds apply cumulatively within 24 months.
- 4) Compliance with Current Code.
  - a) Changed elements must comply with current standards (access/connectivity, parking/loading, landscaping/trees, lighting, overlays).
  - b) Unchanged elements may remain as legally conforming under prior approval unless G(5) requires broader upgrades.
  - c) Existing CUP/PD/Alternative Compliance conditions remain in effect unless separately modified by the appropriate body.
- 5) Proportionality & Alternatives. Upgrades must be roughly proportionate to the amendment’s impacts. Where strict application is infeasible due to utilities, trees, or topography, the City Manager may approve a targeted compliance plan if the result meets the Code’s intent equal or better.
- 6) Submittal & Effect. Submit clouded changes with a short narrative addressing G(4)–G(6) and any updated sheets limited to the changed scope. An approved amendment supersedes prior approval only for modified sheets/areas; other areas remain under the last unamended approval.

H. Expiration & Extensions

- 1) Expiration. A Site Plan expires ~~onetwo (12)~~ years from approval if no building permit is issued and under active construction, unless otherwise specified in the approval. For site development plans in-review, such application expires if no activity is received within a six (6) month period.
- 2) One extension. The Director may grant one extension up to six (6) months for good cause.
- 3) Effect of expiration. Permits may not be issued until a new or amended Site Plan is approved.

I. Appeals. An appeal of the Director’s administrative decision (original or amended Site Plan) follows Sec.

14.12.008 Appeals of Administrative Decisions. An appeal stays the decision unless the Director certifies that a stay would cause imminent peril.

J. Effect of Approval. Approval authorizes submittal of construction drawings and building permits consistent with the Site Plan. Approval runs with the land and binds successors, subject to conditions and expiration.

K. Administrative Checklist (Informational)

The Director shall maintain a Site Plan checklist consistent with this section that identifies required sheets/studies, acceptable formats, and triggers for TIA, photometric, floodplain/WUI, and tree preservation submittals.

**Sec. 14.13.007 Filing & Notice Requirements.**

A. Applicability.

This section governs filing and public notice for zoning matters processed under this Article, including but not limited to zoning map amendments, Conditional Use Permits (CUPs), and text amendments.

B. Filing.

- 1) Applications must be submitted on City forms with required attachments and fees
- 2) The Director shall conduct a completeness review and schedule items to meet the minimum state notice timelines.
- 3) Submittal calendars and technical filing requirements may be established by administrative policy.

C. Required Notice.

- 1) Zoning Regulations & District Changes. Published and written notice shall be provided as required by Texas Local Government Code Chapter 211, as amended (including notice for Planning & Zoning Commission hearings and City Council hearings).
- 2) Initial Zoning of Annexed Areas. Notice shall follow Texas Local Government Code Chapters 43 and 211, as applicable.
- 3) Subdivision and Related Actions. Where notice is required for subdivision actions governed by this Code, notice shall follow Texas Local Government Code Chapter 212, as applicable.
- 4) Open Meetings. All meetings and notices shall comply with the Texas Open Meetings Act (Texas Government Code Chapter 551).
- 5) Where this Code imposes notice in addition to, or more stringent than, state law, the City shall provide the greater notice.
- 6) City Council Adopted Notification Requirements:

	<b>Published Notice</b>	<b>Personal Notice</b>	<b>Posted Notice</b>
<b>Notification Location</b>	Newspaper & Website	United States Mail	Subject Property
<b>Time Before Set Hearing</b>	16 days	A. General: 11 days B. Comprehensive Plan or Zoning change: 11 days	A. General: 11 days B. Comprehensive Plan or Zoning change: 11 days

**EXHIBIT H: Notices Cleanup and Site Development Plan Application Expiration**

Item 9E.

<p><b>Include in Notice</b></p>	<p>A. Date, time, and location of hearing;</p> <p>B. Purpose of the hearing; and</p> <p>C. Identification of the subject property if the decision concerns an individual tract or parcel of land.</p>	<p>A. Name of the applicant;</p> <p>B. Date time, and location of the hearing;</p> <p>C. Purpose of the hearing;</p> <p>D. Identification of the subject property; and,</p> <p>E. The name of the appellant if an appeal.</p>	<p>A. Purpose of the request; and</p> <p>B. All public hearing dates.</p>
<p><b>Notification Instructions</b></p>	<p>Development Services Department will be responsible for posting the notice in the newspaper of general circulation.</p>	<p>A. Each owner of real property located within two hundred (200) feet of the exterior boundary of the property in question and any other persons deemed by the Lead Officer or decision-maker to be affected by this application;</p> <p>B. The applicant and/or property owner; and</p> <p>C. The appellant if an appeal.</p>	<p>A. Minimum 2’x4’ sign placed on the street frontage in visible unobstructed location.</p> <p><del>B. Utilize a minimum 6” lettering.</del></p> <p><u>C.B.</u> Shall stay in place until final action is taken or request is withdrawn</p>

## EXHIBIT H: Notices Cleanup and Site Development Plan Application Expiration

Item 9E.

7) City Council Adopted Development Approval Process:

Action		Meeting Type		Committees			
	Review/ Recommend	PM	Public Meeting	ZBA	Zoning Board of Adjustments	Y	Required
D	Decision	PM*	May Require Initial Authorization	P&Z	Planning & Zoning Commission	N	Not Required
A	Appeal	PH	Public Hearing	CC	City Council		

Approval Process	Source	Review and Approval Authority			Notice			
		ZBA	P&Z	CC	Application Notice	Published Notice	Personal Notice	Posted Notice
<b>Legislative</b>								
Comprehensive Plan Map and Text Amendment			R/PH/ PM	D/PH/ PH/PM	Y	Y	Y	Y
Zoning Code Text Amendment			R/PH	D/PH/ PM	Y	Y	N	N
Zoning Map Amendments			R/PH	D/PH/ PM*	Y	Y	Y	Y
Variance/Administrative Appeal		D/PH/ PM			Y	N	Y	Y
Conditional Use Permits			R/PH/ PM	D/PH/ PM*	Y	Y	Y	Y



# STAFF REPORT

**MEETING DATE:** July 14, 2026

**TITLE:**

Consider and act on Resolution No. R-2026-106 to conduct a Feasibility Study with the YMCA of Greater Austin to be performed by Triangle 2, Inc.

**AGENDA ITEM SUBMITTED BY:**

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

**BACKGROUND/HISTORY:**

The YMCA has expressed interest in reengaging with the City of Bastrop for recreation purposes. Prior to commitment, the YMCA would like a feasibility study conducted by Triangle 3, Inc to determine the viability, sport types, cost, etc of a facility in Bastrop.

The cost is \$30,000 and to be paid with the Certificate issued in 2025.

**FISCAL IMPACT:**

\$30,000 Certificate of Obligation 2025 series.

**RECOMMENDATION:**

Approve the feasibility study with Triangle 2, Inc

**ATTACHMENTS:**

1. Resolution
2. Study proposal

**RESOLUTION NO. R-2026-106**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE YMCA OF GREATER AUSTIN TO FACILITATE A FEASIBILITY STUDY TO BE PERFORMED BY TRIANGLE 2, INC. TO EVALUATE THE FEASIBILITY OF A RECREATIONAL FACILITY IN THE CITY OF BASTROP; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Bastrop recognizes the importance of providing quality recreational opportunities and facilities to serve the residents of the community; and

WHEREAS, the YMCA of Greater Austin has expressed an interest in reengaging with the City of Bastrop to explore opportunities for the development and operation of recreational facilities and programs within the City; and

WHEREAS, prior to making any commitments regarding such a partnership, the YMCA of Greater Austin has requested that a feasibility study be conducted to evaluate the community's recreational needs, potential facility types, programming opportunities, estimated project costs, operational considerations, and overall viability of a YMCA facility in Bastrop; and

WHEREAS, the feasibility study will be conducted by Triangle 2, Inc., a consultant experienced in performing recreation and community facility feasibility analyses; and

WHEREAS, the City Council finds that authorizing the City Manager to execute an agreement with the YMCA of Greater Austin to facilitate the feasibility study is in the best interest of the City and will provide valuable information for future decision-making.

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

Section 1. The recitals set forth above are hereby found to be true and correct and are incorporated herein as if fully set forth.

Section 2. The City Council authorizes the City Manager to negotiate and execute an agreement with the YMCA of Greater Austin to facilitate a feasibility study to be performed by Triangle 2, Inc., substantially in the form approved by the City Attorney.

Section 3. The City Manager is further authorized to execute any documents and take any actions necessary to carry out the intent of this Resolution.

Section 4. This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED, AND ADOPTED this 14th day of July, 2026.**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**Michael Muscarello, TRMC, CMC, CPM  
City Secretary**

**APPROVED AS TO FORM:**

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





# YMCA of Greater Austin: Market Feasibility Study

## Bastrop, Texas



# Who We Are



Triangle2 Solutions is a strategic consulting firm that helps mission-driven organizations achieve measurable success through intelligence and innovation. With over two decades of experience, we specialize in supporting organizations with integrated solutions, always delivering custom solutions backed by research, collaboration, and results. Learn more about our solutions at [Triangle2.com](http://Triangle2.com).

**25+**

Years of operations

**500+**

Mission driven clients

# Our Solutions

Triangle2 provides an integrated set of solutions to help nonprofit organizations achieve mission success driven by four operating principles.

We define mission success as the magnitude of the measurable results an organization produces that is promised in their mission statement and strategic plan.



# PROJECT OVERVIEW

The Greater Austin YMCA, in collaboration with Bastrop, Texas, is gathering market data to assess the feasibility of establishing a YMCA facility in the area. A YMCA offers a wealth of opportunities for residents of all ages, including:

- Enhanced health and well-being
- Educational and recreational activities for youth and teens
- Water safety programs
- Job opportunities
- Child care services
- And much more

A YMCA is more than just a place; it serves as the heart of the community, bringing people and groups together.

Key Objectives of the Research:

- Identify gaps in health and recreational services currently available in the community
- Assess market perceptions regarding potential locations under consideration
- Gauge interest in major facility features and programs to understand what will most drive demand
- Determine the range of membership fees that residents are willing to pay
- Project the expected number of members and program participants for the center

# DELIVERABLES

The report will encompass the following key elements:

- Demand: What is the level of interest in programs and services within the area?
- Competition: Who are the existing providers of these programs and services?
- Membership: Estimate the number of membership units by category.
- Pricing: What pricing strategy should be implemented to maximize revenue while ensuring accessibility?
- Target Population: How can the community expect to benefit from this project?
- Demand Drivers: Which programs, services, and facilities are essential for effectively serving this community?
- Facility: What size will best meet current + future demand?

## METHODOLOGY & SCOPE OF WORK

Triangle2 Solutions recommends a sample size of 400 completed, usable phone interviews to ensure statistical validity. This sample will be representative of the community by age, income, and family status. Triangle2 will purchase contact lists for the potential service area and, after interviews are completed, geocode each respondent's location.

Screening questions will identify any community members who are unlikely to become members; these individuals will be thanked and excluded from the survey results (not counted as usable completions).

A computer-assisted dialing system will be used, displaying the local area code on the caller ID. Each number will be attempted no more than three times.

In addition to the phone survey, Triangle2 recommends an email survey distributed to current and former members and program participants. Individual interviews with high-level stakeholders, potential partners, or investors can also be completed if needed.

A comprehensive demographic, psychographic, and traffic study will be conducted, including Primary Market Analyses for each branch.

# PROJECT TEAM - TRIANGLE2



Triangle2

At Triangle2 Solutions, we provide a collaborative team approach to help your council achieve measurable success. Our proposed team brings deep expertise across multiple disciplines. You will work with a dedicated group of nonprofit experts who bring cross-functional perspectives and a shared commitment to your mission.



**Brian Kridler**  
Senior Consultant

Brian brings more than 30 years of YMCA experience, with a career that began in programs and advanced to executive leadership in strategy and innovation. Most recently, he served as Executive Vice President of Strategy & Innovation at the YMCA of Greater Houston, leading strategic planning, growth initiatives, and real estate development.

Across roles at the YMCA of Central Ohio and YMCA of the USA, Brian has strengthened membership models, built community partnerships, and aligned programs to evolving needs—resulting in new facility development and innovative health system collaborations.

Today, he supports YMCAs in evaluating and enhancing membership and program strategies to ensure long-term relevance and sustainability.



**Lori Swann, CEO**

Lori Swann leads Triangle2's Market Research and Membership Development consulting, working closely with staff and volunteers to develop practical strategies that drive growth while staying grounded in mission.

With a strong focus on recruitment and retention, she helps membership-based organizations strengthen their approach to attracting, engaging, and retaining members through data-informed insights and market understanding.

Lori spent 15 years with the YMCA of Middle Tennessee in roles including Branch Executive, Vice President of Marketing, and Senior Vice President of Operations. This experience gives her a well-rounded perspective on how programs, operations, and market dynamics come together to impact membership performance.

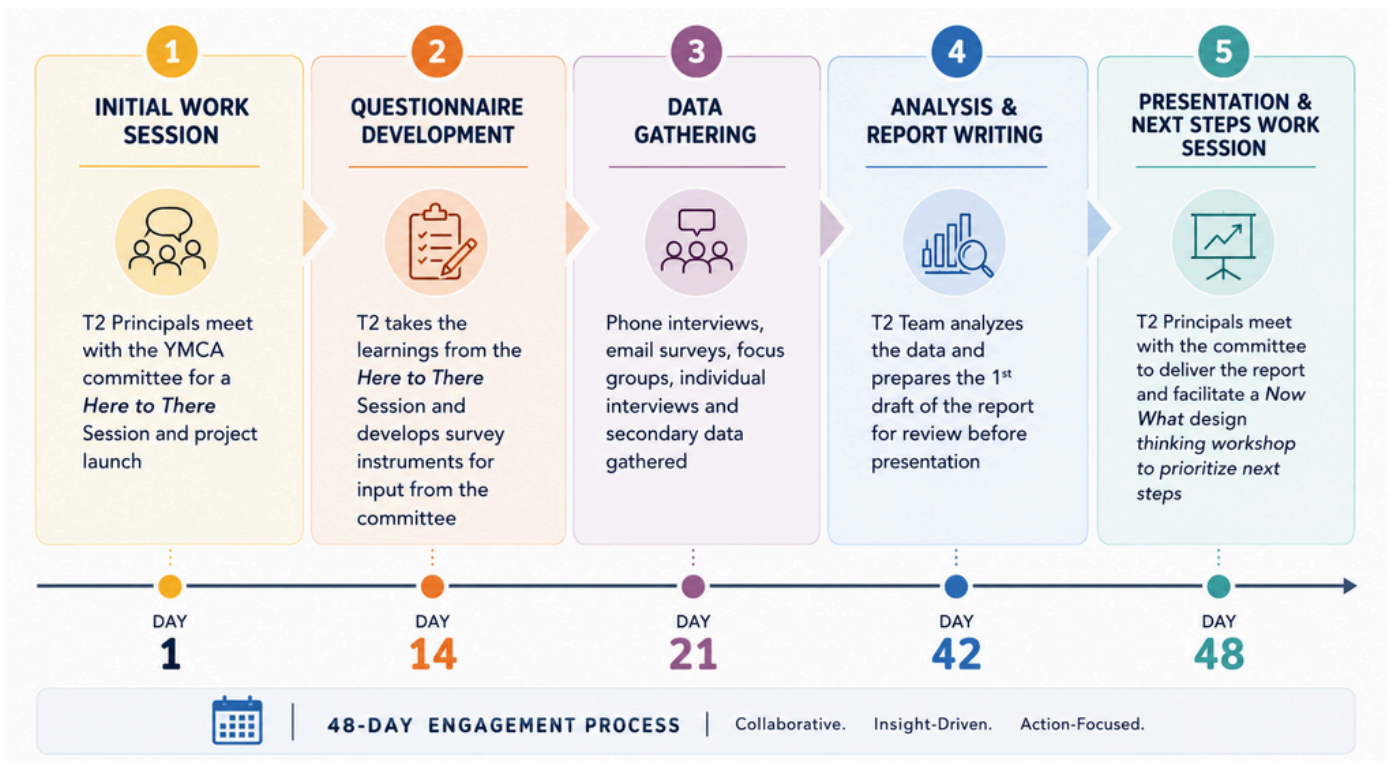
# INVESTMENT

Triangle2 ensures the successful completion of all steps in the process on time, on budget, and to the client’s satisfaction. Payment terms will be developed in collaboration with the client in the final agreement.

The total professional fees are \$30,000.

Our approach is designed to be adaptable—allowing for phasing, prioritization, or refinement to best meet your immediate and long-term needs.

## PROCESS & TIMELINE





# STAFF REPORT

**MEETING DATE:** July 14, 2026

**TITLE:**

Consider and act on Resolution 2026-107 ratifying \$2,160 in waived fees for the funeral services for Willie Ruth Hodge.

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

**BACKGROUND/HISTORY:**

Mrs. Willie Ruth Hodge is the late wife of Mr. Bill Peterson, prior Councilmember. Mrs. Willie Ruth Hodge Peterson passed during the holiday week, and it was necessary to have services on the holiday for staff of June 3, 2026.

The following fees were requested to be waived: \$600 additional holiday charge for internment at Fairview Cemetery and \$1,560 for use of space at the Convention Center. Given the urgency of the request, and the prior service of Mr. Peterson, and Mrs. Hodge-Peterson's long history of prior civic engagement, the City Manager waived the fees.

This agenda item seeks to ratify that action.

**FISCAL IMPACT:**

\$2,160

**RECOMMENDATION:**

Ratify the amount of \$2,160 as an expense.

**ATTACHMENTS:**

1. Resolution

**RESOLUTION NO. R-2026-107**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, RATIFYING THE CITY MANAGER'S WAIVER OF CERTAIN CITY FEES TOTALING \$2,160 ASSOCIATED WITH THE FUNERAL SERVICES OF MRS. WILLIE RUTH HODGE PETERSON; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Mrs. Willie Ruth Hodge Peterson, a longtime member of the Bastrop community and dedicated civic volunteer, passed away during the 2026 Independence Day holiday week; and

WHEREAS, Mrs. Hodge Peterson was the wife of former Bastrop City Council Member Bill Peterson, who faithfully served the City of Bastrop; and

WHEREAS, due to the timing of Mrs. Hodge Peterson's passing, funeral and interment services were required to be held on the July 3, 2026 holiday, necessitating City staff assistance and the use of City facilities; and

WHEREAS, the City Manager determined that, due to the urgent nature of the request, Mr. Peterson's prior service to the City, and Mrs. Hodge Peterson's longstanding civic contributions, it was appropriate to administratively waive certain City fees associated with the funeral services; and

WHEREAS, the waived fees totaled Two Thousand One Hundred Sixty Dollars (\$2,160.00), consisting of:

- Six Hundred Dollars (\$600.00) for the holiday interment fee at Fairview Cemetery; and
- One Thousand Five Hundred Sixty Dollars (\$1,560.00) for the use of the Bastrop Convention Center; and

WHEREAS, the City Council finds that ratifying the City Manager's action is appropriate and in the best interest of the City.

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

Section 1. The recitals contained herein are hereby found to be true and correct and are incorporated herein for all purposes.

Section 2. The City Council hereby ratifies the City Manager's waiver of City fees totaling Two Thousand One Hundred Sixty Dollars (\$2,160.00) associated with the funeral services of Mrs. Willie Ruth Hodge Peterson, including the holiday interment fee at Fairview Cemetery and the rental fee for the Bastrop Convention Center.

Section 3. This Resolution shall become effective immediately upon its adoption.

**PASSED, APPROVED, AND ADOPTED this 14th day of July, 2026.**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**Michael Muscarello, TRMC, CMC, CPM  
City Secretary**

**APPROVED AS TO FORM:**

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





# STAFF REPORT

**MEETING DATE:** July 14, 2026

**TITLE:**

Consider and act on Resolution No. R-2026-109 in the amount of \$74,000 with RTG, Inc to conduct Phase 2 of the Hospital Feasibility Study.

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

**BACKGROUND/HISTORY:**

A full-service hospital is planned in the 400-acre Bastrop West development. Phase 1 of the study conducted by RTG Inc determined the need and a general understanding of the specialties needed in such hospital. Phase 2 begins to explore those specialties further and discusses the service area in greater detail.

The base bid is an amount not to exceed \$40,000. An additional \$14,000 to assist in discussion and negotiation with potential partners, and an additional \$20,000 should public input become necessary.

Staff are in support of the document due to the specialization of hospital negotiation.

**FISCAL IMPACT:**

Professional Services (Unused amounts in each of the following Funds)

- \$24,000 Fleet and Facilities
- \$25,000 Development Services
- \$25,000 General Fund

**RECOMMENDATION:**

Approve the resolution as submitted.

**ATTACHMENTS:**

1. Resolution
2. Proposal

**RESOLUTION NO. R-2026-109**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH REALTY TRUST GROUP, INC. (RTG) TO CONDUCT PHASE 2 OF THE HOSPITAL FEASIBILITY STUDY IN AN AMOUNT NOT TO EXCEED SEVENTY-FOUR THOUSAND DOLLARS (\$74,000.00); PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop continues to evaluate the feasibility of developing a full-service hospital and associated medical facilities to improve access to healthcare services for the residents of Bastrop and the surrounding region; and

**WHEREAS**, on December 9, 2025, the City Council approved Resolution No. R-2025-210 authorizing a Phase 1 Hospital Feasibility Study to be conducted by Realty Trust Group, Inc. (RTG), with funding subsequently approved through the Bastrop Economic Development Corporation; and

**WHEREAS**, Phase 1 evaluated the regional healthcare market, community demand, service line opportunities, and the overall viability of developing a full-service hospital and related medical facilities within the City of Bastrop; and

**WHEREAS**, the findings of Phase 1 support proceeding with a second phase of analysis to further evaluate implementation strategies, financial feasibility, operational considerations, partnership opportunities, project development alternatives, and other due diligence necessary to determine the practicality of advancing the proposed hospital project; and

**WHEREAS**, Realty Trust Group, Inc. possesses the qualifications, expertise, and familiarity with the project necessary to perform Phase 2 of the Hospital Feasibility Study in an efficient and cost-effective manner; and

**WHEREAS**, the City Council finds that entering into a Professional Services Agreement with Realty Trust Group, Inc. in an amount not to exceed Seventy-Four Thousand Dollars (\$74,000.00) for Phase 2 of the Hospital Feasibility Study is in the best interest of the City of Bastrop and its residents.

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

Section 1. Findings.

The recitals set forth above are hereby found to be true and correct and are incorporated herein for all purposes as findings of the City Council.

Section 2. Authorization.

The City Council hereby authorizes the City Manager, or her designee, to negotiate and execute a Professional Services Agreement with Realty Trust Group, Inc. (RTG) to conduct Phase 2 of the Hospital Feasibility Study in an amount not to exceed Seventy-Four Thousand Dollars (\$74,000.00), together with such non-substantive modifications as may be approved by the City Attorney.

Section 3. Additional Authority.

The City Manager, or her designee, is further authorized to execute any documents and take such actions as are necessary to carry out the intent of this Resolution.

Section 4. Severability.

If any provision of this Resolution is held to be invalid or unenforceable, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

Section 5. Effective Date.

This Resolution shall become effective immediately upon its adoption.

**PASSED, APPROVED, AND ADOPTED this 14th day of July, 2026.**

**APPROVED:**

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

**ATTEST:**

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**Michael Muscarello, TRMC, CMC, CPM**  
**City Secretary**

**APPROVED AS TO FORM:**



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



May 8, 2026

Ms. Sylvia Carrillo  
 City Manager  
 City of Bastrop, Texas  
 1311 Chestnut Street  
 Bastrop, TX 78602

## **RE: Addendum to Hospital Feasibility Study**

Dear Ms. Carrillo:

As you know, the City of Bastrop, a Texas Home-Rule Municipal Corporation ("Client" or the "City") and Realty Trust Group, LLC ("RTG") are parties to an Agreement dated January 29, 2026, under which the Client is being provided with various services related to a hospital feasibility study (the "Agreement"). Client and RTG shall collectively be referred to herein as "Parties" or individually as a "Party." The purpose of this letter and the attached Exhibit A, entitled "Phase II Proposed Scope of Work," which shall be incorporated by reference as if set forth fully herein, is to identify the additional scopes of work that RTG will provide to the City and associated deliverables, timeframes, and compensation pursuant to the terms hereof (the "Addendum"). Except as modified by the terms and provisions of this Addendum, the Agreement shall remain in full force and effect in accordance with its terms and provisions. This Addendum shall be governed by and construed in accordance with the terms of the Agreement, all of which are incorporated herein and apply to this Addendum, except as it relates to the scope of services hereunder, the compensation for the services set forth herein, and except as otherwise expressly stated herein. In the event of any direct inconsistency, conflict or discrepancy between this Addendum and the Agreement, this Addendum shall take precedence and control.

### **Scope of Work and Deliverables under this Addendum**

The initial objective and scope of work described in the Agreement shall be known as "Phase I," and the additional services to be provided under this Addendum shall be known as "Phase II." The Phase II scope of work under this Addendum is for RTG, through its affiliate and subcontractor for this Phase II of engagement, PYA, P.C. ("PYA"), to provide certain advisory services, with the deliverables and timeframes for such Phase II scope of work identified in the attached Exhibit A.

### **Fees under this Addendum**

Client agrees that it shall be responsible for compensating RTG as identified in the attached Exhibit A to this Addendum, and RTG will remit payment to PYA once received from Client. In addition to RTG's professional fee, reimbursable expenses such as a technology reimbursement fee that is in effect at the time the work is performed (for 2026, this reimbursement fee is one-half percent (0.5%) of RTG's fee), incidental expenses such as travel, data acquisition, and other administrative expenses shall be billed based on actual costs incurred.

If, during this engagement, RTG's scope of work is expanded or changed, RTG, PYA, and Client shall collectively work together to negotiate a fee for the performance of additional work.

Ms. Sylvia Carrillo  
City Manager  
City of Bastrop, Texas  
May 8, 2026

**Summary**

If you agree with the foregoing arrangements, please indicate Client’s acceptance by signing below and returning the original copy of this Addendum. Please call with any questions you may have regarding any aspects of this Addendum. RTG and PYA appreciate this opportunity to be of service and look forward to working with you.

Sincerely,



Craig Flanagan  
Senior Vice President  
Realty Trust Group, LLC

Attachments:

Exhibit A: Phase II Proposed Scope of Work

**Acknowledged and Accepted:**

**City of Bastrop**, a Texas Home-Rule Municipal Corporation

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print*

\_\_\_\_\_  
*Title*

Exhibit A



**PHASE II PROPOSED SCOPE OF WORK**

**Workstream I: Service Area & Service Offering Refinement**

In Phase II, Workstream I, PYA will:

- Further refine analyses completed in Phase I, including:
  - Refining the zip-code service area definition<sup>1</sup> with consideration for community feedback and existing patient migration patterns;
  - Updated demographic information based on the refined service area and local knowledge of strategic business relationships;
  - Updated or adjusted service line-specific inpatient utilization assumptions based upon local market dynamics; and
  - An inventory of key ambulatory health care access points located within the refined service area.
- *(Optional)* Provide strategic advisory services, as requested by The City, related to continued evaluation of and planning for a potential acute care hospital facility and/or ambulatory access network in and around Bastrop, Texas.

Phase II, Workstream I Deliverables include:

- An updated report detailing:
  - The refined zip code service area definition (related to the proposed acute care hospital);
  - Updated demographic information (i.e., population growth and characteristics) for the new service area definition;
  - Updated service line level inpatient volume projections based upon updated or adjusted service line-specific utilization assumptions;
  - A summary of key health care access points (outside of short-term acute care beds) located within the refined service area; and
  - A task tracker summarizing other strategic advisory services requested by The City.

**Workstream II: Preliminary Discussions with Potential Partners**

In Phase II, Workstream II, PYA will:

- Provide hospital and ambulatory health care operations advisory services, including preparation for and participation in initial discussions with potential partners.

Phase II, Workstream II Deliverables include:

- Discussion framework to support initial conversations with potential partners, including proposed discussion topics and key questions.

<sup>1</sup> PYA notes that the service area geography will be defined by The City of Bastrop (The City).



**PHASE II PROPOSED SCOPE OF WORK**

**Proposed Pricing & Timelines**

Workstream Component	Anticipated Timing	Professional Fees <sup>2</sup>
<b>Workstream I:</b> Refine Phase I Analysis	3 weeks from receipt of necessary input from The City related to a refined service area definition.	\$30,000 - \$40,000
<b>(Optional) Workstream I:</b> Strategic Advisory Services	To ensure flexibility for The City, and recognizing the dynamic nature of the proposed approach, PYA will render strategic advisory services requested by The City (outside of the services expressly described herein) on an hourly basis based upon PYA's standard consulting hourly rates.	Principal: \$750 Manager: \$570 Senior Staff: \$470
<b>Workstream II:</b> Preliminary Discussions with Potential Partners	Meeting dates and times will be coordinated in advance and mutually agreed upon by PYA and The City.	\$14,000 <sup>3</sup>

<sup>2</sup> Any out-of-pocket expenses associated with on-site travel will be billed based upon actual costs incurred. Travel time will be billed at a 50% discount.

<sup>3</sup> This fee estimate assumes that PYA's support will be required for 3 initial meetings with potential partners. Should The City request assistance with additional meetings, incremental professional fees of \$2,000 per meeting will be charged.



# STAFF REPORT

**MEETING DATE:** July 14, 2026

**TITLE:**

Consider and act on an amendment to the Code of Ordinances Sec. 14.09.015 Penalties, related to historic structures, by adopting language in the Local Government Code Chapter 315.006 Liability for Adversely Affecting Historic Structure or Property.

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

**BACKGROUND/HISTORY:**

Recent amendments to the development code increased the minimum lot size in the historic area of Bastrop. However, this has not prevented developers from purchasing large parcels of property, usually where historic structures exist, and proceeding to subdivide or move to demolish an existing structure.

The current fines for demolition without a permit are minimal in nature and are typically a one-time event.

Adoption of language that exists in Chapter 315.006 of the Local Government Code would place stricter penalties on people who demolish all or a portion of a structure without the appropriate permits or approvals. The amendment mirrors state law.

*Sec. 14.09.016. LIABILITY FOR ADVERSELY AFFECTING HISTORIC STRUCTURE OR PROPERTY. (a)*

*In this section, "historic structure or property" means a historic structure as defined by Section 442.001, Government Code, or a structure or property that is designated as historic by a political subdivision of the state, the state, or the federal government.*

*(b) A person is liable to for damages if the person:*

*(1) demolishes, causes to be demolished, or otherwise adversely affects the structural, physical, or visual integrity of a historic structure or property that is located in the City of Bastrop; and*

(2) does not obtain the appropriate demolition or building permit or other form of written permission from the City before beginning to demolish, cause the demolition of, or otherwise adversely affect the structural, physical, or visual integrity of the structure or property.

(c) If the structural, physical, or visual integrity of the structure or property is adversely affected to the extent that it is not feasible to restore the structural, physical, or visual integrity substantially to its former level, the damages are equal to the cost of constructing, using as many of the original materials as possible, a new structure or property that is a reasonable facsimile of the historic structure or property and the cost of attorney's, architect's, and appraiser's fees and other costs related to the enforcement of this section. If it is feasible to restore the structural, physical, or visual integrity of the structure or property substantially to its former level, the damages are equal to the cost of the restoration, using as many of the original materials as possible, and the cost of attorney's, architect's, and appraiser's fees and other costs related to the enforcement of this section.

(d) Instead of accepting monetary damages, the City may permit the liable person to construct, using as many of the original materials as possible, a structure or property that is a reasonable facsimile of the demolished historic structure or property or to restore, using as many of the original materials as possible, the historic structure or property and to pay the cost of attorney's, architect's, and appraiser's fees and other costs related to the enforcement of this section.

(e) Damages recovered under this section shall be deposited in a special fund in the City treasury and may be used only to construct, using as many of the original materials as possible, a structure or property that is a reasonable facsimile of the demolished historic structure or property, to restore, using as many of the original materials as possible, the historic structure or property, or to restore another historic structure or property, as determined by the municipality.

(f) The construction of a facsimile structure or property under Subsection (d) or (e) must be undertaken at the location designated by the City, which may be the same location as that of the demolished historic structure or property.

(g) The City may make contracts and adopt ordinances as necessary to carry out this section.

(h) Each municipality shall file in the real property records of the county clerk's office of each county in which the municipality is located a verified written instrument listing each historic structure or property that is located in the municipality and county and is designated as historic by a political subdivision of the state by:

(1) the street address, if available in the municipal files;

(2) the legal description of the real property on which the structure or property is located;

and

(3) the name of the owner of the real property, if the name is available in the municipal

files.

(i) Subsections (a) through (g) of this section apply only to a historic structure or property on or after the date the instrument has been filed under Subsection (h) and indexed.

(j) A person is liable to the Texas Historical Commission for damages if:

(1) the person:

(A) demolishes, causes to be demolished, or otherwise adversely affects the structural, physical, or visual integrity of a historic structure or property that is located in the City; and

(B) does not obtain the appropriate demolition or building permit or other form of written permission from the municipality before beginning to demolish, cause the demolition of, or otherwise adversely affect the structural, physical, or visual integrity of the structure or property; and

(2) the commission determines that the City has not filed a civil action under Subsection (b) and has not taken appropriate action to carry out Subsection (d) before the 90th day after the date the action described by Subdivision (1)(A) occurs.

(k) If the Texas Historical Commission makes a determination under Subsection (j)(2), the commission may enforce this section, and the City may not act under this section. Damages recovered under this subsection shall be deposited in the Texas preservation trust fund account.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Approve the amendment

**ATTACHMENTS:**

1. Resolution

**ORDINANCE NO. 2026-26**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING CHAPTER 14, HISTORIC PRESERVATION, OF THE CITY OF BASTROP CODE OF ORDINANCES BY ADDING SECTION 14.09.016, "LIABILITY FOR ADVERSELY AFFECTING HISTORIC STRUCTURE OR PROPERTY," TO ADOPT ENFORCEMENT PROVISIONS CONSISTENT WITH CHAPTER 315 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR CIVIL LIABILITY AND REMEDIES FOR THE UNAUTHORIZED DEMOLITION OR DAMAGE OF HISTORIC STRUCTURES OR PROPERTIES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, The City of Bastrop is home to one of the largest and most significant collections of historic structures in the State of Texas and has long recognized the importance of preserving these resources for the benefit of present and future generations; and

WHEREAS, The City Council has adopted regulations governing the preservation of historic structures and districts to protect the City's historic character and cultural heritage; and

WHEREAS, The City Council recently amended the City's development regulations to increase minimum lot sizes within designated historic areas; however, those amendments alone have not prevented the demolition or unauthorized alteration of historic structures located on larger tracts of land; and

WHEREAS, The City Council finds that the current penalties for demolition without the required permits do not provide an adequate deterrent against the unauthorized demolition or destruction of historic structures; and

WHEREAS, Chapter 315 of the Texas Local Government Code authorizes municipalities to establish civil liability and remedies for persons who demolish or otherwise adversely affect historic structures or properties without obtaining the required approvals; and

WHEREAS, The City Council finds that adopting provisions substantially consistent with Section 315.006 of the Texas Local Government Code will provide meaningful enforcement tools and further the City's interest in protecting its historic resources.

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

SECTION 1.

The findings set forth above are incorporated herein as if fully stated.

SECTION 2.

Chapter 14 of the Code of Ordinances of the City of Bastrop is hereby amended by adding Section 14.09.016, entitled "Liability for Adversely Affecting Historic Structure or Property," to read as follows:

Sec. 14.09.016. Liability for Adversely Affecting Historic Structure or Property.

The provisions of Section 315.006 of the Texas Local Government Code, as amended from time to time, are hereby adopted by reference as though fully set forth herein and shall govern the civil liability and remedies applicable to any person who demolishes, causes the demolition of, or otherwise adversely affects the structural, physical, or visual integrity of a historic structure or property within the City of Bastrop without first obtaining all required permits, approvals, or other written authorization from the City.

The City Manager, Historic Preservation Officer, and other authorized City officials are authorized to administer and enforce this section, including the filing of civil actions, recovery of damages, acceptance of restoration or reconstruction in lieu of damages where authorized by law, establishment of any required historic preservation fund, and the filing of notices in the real property records as required by Chapter 315 of the Texas Local Government Code.

Nothing in this section shall limit the City's authority to pursue any other remedy authorized by law or the City's Code of Ordinances.

SECTION 3.

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

SECTION 4. Savings Clause.

This Ordinance shall not affect any right, obligation, prosecution, suit, or proceeding accrued or pending prior to the effective date of this Ordinance.

**SECTION 5. Severability.**

Should any section, subsection, sentence, clause, phrase, or provision of this Ordinance be held unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 6. Publication.**

The City Secretary is directed to publish the caption of this Ordinance as required by the Texas Local Government Code.

**SECTION 7. Effective Date.**

This Ordinance shall become effective upon its passage, approval, publication, and incorporation into the Code of Ordinances as provided by law.

**PASSED, APPROVED, AND ADOPTED on first reading this 14<sup>th</sup> day of July , 2026.**

**PASSED, APPROVED, AND ADOPTED on second and final reading this 28<sup>th</sup> day of July, 2026.**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**Michael Muscarello, TRMC, CMC, CPM**  
**City Secretary**



**APPROVED AS TO FORM:**

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