

**RESOLUTION NO. R-2026-60**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE EXECUTION OF A COST SHARE AGREEMENT BETWEEN THE CITY OF BASTROP AND LONGHORN OPPORTUNITY FUND, LLC, RELATED TO INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH ORCHARD PARKWAY AT PECAN PARK; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Longhorn Opportunity Fund, LLC, installed infrastructure improvements associated with Orchard Parkway construction at Pecan Park; and

**WHEREAS**, as part of that work, the City has requested installation of a 12-inch sanitary sewer line to accommodate broader master plan improvement needs; and

**WHEREAS**, the proposed 8-inch sanitary sewer line for the developer and the City needed additional size for future capacity; and

**WHEREAS**, the City Council finds that execution of the Cost Share Agreement is in the best interests of the City and serves the public purpose of supporting planned infrastructure improvements.

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

**Section 1.** The City Council approves the execution of the Cost Share Agreement between the City of Bastrop and Longhorn Opportunity Fund, LLC., 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 Cost Share Agreement and any related non-substantive documents necessary to carry out the intent of this Resolution.

**Section 3. Fiscal Impact.** Funding for the City's obligations under the Cost Share Agreement shall be drawn from the approved project contingency.

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All resolutions, parts of resolutions, or provisions in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.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

[Signature Page to Follow]

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Bastrop, Texas, on this the 12<sup>th</sup> day of May, 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.



**REIMBURSEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC  
IMPROVEMENTS BY AND BETWEEN THE CITY OF BASTROP AND LONGHORN  
OPPORTUNITY FUND**

This Reimbursement Agreement (the "Agreement") is made and entered into by and between City of Bastrop, a Texas municipal corporation (the "City"), and Longhorn Opportunity Fund, LLC, a Delaware corporation, owner and developer of certain hereinafter described property located within the City (the "Developer"), all collectively referred to as the "Parties", and is effective upon the execution of this Agreement by the Developer and the City (the "Effective Date").

WHEREAS, the Developer has proposed the installation and extension of a sanitary wastewater line for a future development along Orchard Parkway; and

WHEREAS, the City reviewed and approved construction plans for improvements to install the needed wastewater line ("Additional Public Improvements"); and

WHEREAS, the City desires to pay the costs of the Additional Public Improvements in Exhibit "A", which is attached and hereto and made a part hereof; and

WHEREAS, the Developer desires to set forth the City's responsibility to cover the cost associated with Additional Public Improvements and, upon completion, provide the City any additional reimbursement costs.

NOW, THEREFORE, for and in consideration of the premises and mutual obligations, covenants, and benefits hereafter set forth, the Parties agree as follows:

ARTICLE I – Definitions.

The following terms and phrases used in this Agreement shall have the meanings ascribed hereto:

- 1.1. "Additional Public Improvements" shall mean the public improvements required for the Development to be incorporated into the Project as described in Exhibit "A".
- 1.2. "Agreement" means this agreement, including any amendments hereto, between the City and Developer.
- 1.3. "Contractor" shall mean the person, firm, corporation, partnership, association, or other entity under contract with City for construction of the Additional Public Improvements.
- 1.4. "Development" shall mean that certain property being developed future use and identified herein, and as more specifically identified above in the recitals.

1.5. "Developer Participation Costs" shall mean actual costs incurred by the City for the design, construction and inspection of the Additional Public Improvements which are the responsibility of the Developer.

1.6. "Project" shall mean the public improvements associated with the water line installation and extension to the Development.

## ARTICLE II – Design and Construction of Public Improvements.

2.1. Design of the Additional Public Improvements. Developer agrees to design the Additional Public Improvements in accordance with the City's Engineering Design Manual and Code of Ordinances. The plans and specifications for the Additional Public Improvements will be reviewed and approved by the City Engineer or designee.

2.2. Construction of Additional Public Improvements. City agrees to reimburse Developer for the Additional Public Improvements in accordance with the plans and specifications approved by the City Engineer. The entire cost of the construction and inspection of the Initial Public Improvements shall be the responsibility and obligation of the Developer. The oversize cost of the Public Improvement shall be the responsibility of the City.

2.3. Plan Review for Construction. The City Engineer, or designee, shall review and approve all plans, specifications, and any other documents for the Additional Public Improvements.

2.4. Inspection. The City Engineer shall oversee and inspect the construction of the Additional Public Improvements.

2.5. Accounting. City and Developer shall maintain a complete accounting of all costs incurred in the design, construction, and inspection of the Additional Public Improvements. City will not contribute or pay for any increased costs attributable to the Additional Public Improvements above the approved costs in this Agreement unless otherwise reviewed and approved.

2.6. Scheduling. The City anticipates that construction of the Additional Public Improvements will commence within six months of the effective date of this agreement and payment of initial estimated costs by the City to the Developer.

2.7. Developer shall oversee the bidding process and applicable construction agreement(s) with Contractor(s).

### ARTICLE III – City's Obligations.

3.1. Financial Contribution. Payment of the estimated Costs designated on Exhibit “A” totaling \$34,523.88 shall occur within 30 days of the execution of this Agreement in one lump sum.

### Article IV – Miscellaneous Provisions.

4.1. Assignment. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining the written consent of the other Party.

4.2. Amendment or Modification. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the Parties.

4.3. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third party.

4.4. Remedies Not Exclusive. The rights and remedies contained in this Agreement shall not be exclusive but shall be cumulative of all rights and remedies now or hereinafter existing, by law or in equity.

4.5. Waiver. The failure of any party to insist on any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

4.6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter of this Agreement and supersedes any and all prior agreements, whether oral or written, dealing with the subject matter of this Agreement.

4.7. Venue. This Agreement shall be performable and enforceable in the state district courts of Travis County, Texas, and shall be construed in accordance with the laws of the State of Texas.

4.8. Severability. If any term or provision of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall not in any way be invalidated, impaired or affected.

4.9. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such Party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one

(1) day thereafter by another method provided above. The initial addresses of the Parties for the purpose of notice under this Agreement shall be as follows:

If to City: CITY OF BASTROP  
1311 Chestnut Street  
Bastrop, TX 78602  
Attention: City Manager

With copy to: Denton Navarro Rodriguez Bernal Santee & Zech, P.C.  
2500 W. William Cannon Drive  
Austin, TX 78745  
Attention: Charles Zech

If to Developer: Longhorn Opportunity Fund, LLC.  
2500 Bee Caves Road, Building 1, Ste. 390  
Austin, TX 78746  
Attention: Cesar Barraza

With copy to: N/A

4.10. No Joint Venture. Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except, as otherwise specifically provided herein, neither Party shall in any way assume any of the liability of the other for acts of the other obligations of the other.

4.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

4.12 Governmental Immunity. The City does not waive or relinquish any immunity or defense on behalf of itself, its officers, employees, Councilmembers, and agents as a result of the execution of this Agreement and the performance of the covenants and actions contained herein.

**4.13 Indemnity. Developer agrees to protect, indemnify and save City harmless from and against all claims, demands and causes of action of every kind and character arising in favor of any third party on account of, or resulting from, the performance of this Agreement.**

4.14 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, representatives, successors, and assigns, and the terms hereof shall run with the Property.

4.15 Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, such unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever the context requires, the singular will include the plural and the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

4.16 Recitals; Exhibits. Any recitals in this Agreement are represented by the Parties hereto to be accurate, constitute a part of the Parties' substantive agreement, and are fully incorporated herein as matters of contract and not mere recitals. Further, any exhibits to this Agreement are incorporated herein as matters of contract and not mere exhibits.

*[ Signatures and acknowledgments on the following pages ]*

**Signature Page to**  
**Agreement with Developer for Construction of Public Improvements**

This Agreement has been executed by the Parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

Developer:

By: 

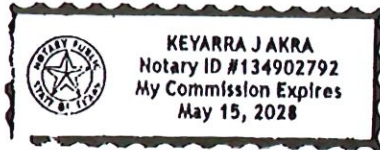
THE STATE OF Texas §

§  
COUNTY OF Travis §

This instrument was acknowledged before me on May 19, 2026, on behalf of said entities.

  
Notary Public Signature

(seal)



Signature Page to  
Agreement with Developer for Construction of Public Improvements

This Agreement has been executed by the Parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

City:

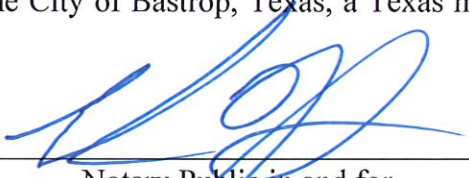
CITY OF BASTROP,  
a Texas municipal corporation

By:   
Name: City Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF BASTROP       §

This instrument was acknowledged before me on the 21<sup>st</sup> day of May, 2026 by Sylvia Carrillo, City Manager of the City of Bastrop, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

  
Notary Public in and for  
The State of Texas

My Commission Expires: 7/2/26

