

Bastrop, TX City Council Meeting Agenda
Bastrop City Hall City Council Chambers
1311 Chestnut Street
Bastrop, TX 78602
(512) 332-8800



AMENDED - September 10, 2024

Regular City Council Meeting at 6:30 PM

All AMENDED items are in red

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

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

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

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE** - Juan Ramirez and Arwyn Ayala, Bastrop High School BearTecs Robotics

TEXAS PLEDGE OF ALLEGIANCE - Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.
3. **INVOCATION** - Dale Burke, Police Chaplain
4. **PRESENTATIONS**
 - 4A. Mayor's Report

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

[4C.](#) A proclamation of the City Council of the City of Bastrop, Texas recognizing the month of September 2024 as National Preparedness Month.

Submitted by: Victoria Psencik, Assistant City Secretary

[4D.](#) Receive the Annual Comprehensive Financial Report for the period ending September 30, 2023, which includes the independent auditor's report presented by the independent audit firm of Belt Harris Pechacek, LLLP.

Submitted by: Edi McIlwain, Chief Financial Officer

5. WORK SESSIONS/BRIEFINGS

5A. Petition Update for Recall of Mayor Lyle Nelson.

Submitted by: Irma Parker, City Secretary, TRMC, CMC

6. STAFF AND BOARD REPORTS

[6A.](#) City Manager's Report

1. Governing Body of Municipality or County - Reports about Items of Community Interest. No Action Will Be Taken.

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 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 www.cityofbastrop.org/citizencommentform 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. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council 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 City Manager for research and possible future action.

It is not the intention of the City of Bastrop to provide a public forum for the embarrassment or demeaning of any individual or group. Neither is it the intention of the Council to allow a member of the public to slur the performance, honesty and/or integrity of the Council, as a body, or any member or members of the Council individually or collectively, or members of the City's staff. Accordingly, profane, insulting or threatening language directed toward the Council and/or any person in the Council's presence will not be tolerated.

8. CONSENT AGENDA

The following may be acted upon in one motion. A Council Member or a citizen may request items be removed from the Consent Agenda for individual consideration.

8A. Consider and act to approve the following Bastrop City Council meeting minutes:

1. Tuesday, August 27, 2024 Regular Meeting; and
2. Wednesday, September 4, 2024 Special Budget Workshop.

Submitted by: Victoria Psencik, Assistant City Secretary

8B. Consider and act on the second reading of Ordinance No. 2024-24, Abandoning and vacating a certain section of the Madison Street right-of-way and the Houston Street right-of-way to the north of State Highway 71 and south of Government Street; and authorizing the City Manager to execute any necessary documents to convey the City's remaining real property interests, if any, in said right-of-way to adjacent owners.

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

8C. Consider and act on the second reading of Ordinance No. 2024-27, Approving the Official Municipal Boundary and Extraterritorial Jurisdiction Map of the City; Directing this Ordinance and Map be Filed, Recorded, and Made Available as Provided by Law; Providing for Severability, Repeal, and Effective Date.

Submitted by: Robert Barron, GIS Manager

9. ITEMS FOR INDIVIDUAL CONSIDERATION

9A. Conduct a public hearing and consider and act on the first reading of Ordinance No. 2024-30, Adopting the tax roll, adopting the tax rate, and levying ad valorem taxes for the Fiscal Year 2024-2025 to provide revenue for the payment of budgeted municipal expenditures; and providing for tax assessment; records; severability; an effective date; and proper notice and meeting; and move to include on the September 17, 2024, agenda for a second reading.

Submitted by: Edi McIlwain, Chief Financial Officer

9B. Conduct a public hearing for the Fiscal Year 2024-2025 Budget and consider and act on the first reading of Ordinance No. 2024-29, Adopting a budget for the Fiscal Year 2024-2025 (October 1, 2024 through September 30, 2025) attached as **Exhibit A**; making certain appropriations; and providing that expenditures for said Fiscal Year be made in accordance with said budget; updating the Master Fee Schedule; providing a distribution; severability; repealer; an effective date; proper notice and meeting; and move to include on the September 17, 2024 agenda for a second reading.

Submitted by: Edi McIlwain, Chief Financial Officer

9C. Consider and act on the first reading of Ordinance No. 2024-28, Amending the Bastrop Code of Ordinances, Appendix A, Fee Schedule, Article A13.02 "Water and Wastewater Rates and Charges", Sections A13.02.002 Wastewater Service Charge, and A13.02.004 Water Service Charge, as attached in Exhibit A; providing for: findings of fact, enactment, repealer, severability, providing for an effective date, codification, proper notice and meeting, and move to include on the September 17, 2024 agenda for a second reading.

Submitted by: Edi McIlwain, Chief Financial Officer

9D. Consider and act on the first reading of Ordinance No. 2024-31, Authorizing the Issuance of the City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023; 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; repealing all ordinances and actions in conflict herewith; and providing for an effective date.

Submitted by: Edi McIlwain, Chief Financial Officer

9E. Consider and act on Resolution No. R-2024-118, Approving an agreement between the Bastrop Economic Development Corporation (BEDC) and Hunden Partners in an amount not to exceed \$60,000 for a feasibility study for a sports complex in the Bastrop Business and Industrial Park.

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

9F. **TABLED 8/27/2024:** Consider and act on first reading of Ordinance No. 2024-23, Approving the updated service plan, including provisions related to assessments for the Hunters Crossing Public Improvement District; approving the fiscal year 2024 assessment roll for the District; and containing other provisions related to the Hunters Crossing Public Improvement District and the Hunters Crossing Local Government Corporation; and providing for an effective date.

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

9G. Consider and act on Resolution No. R-2024-109, Emergency procurement from Forsythe Brothers Infrastructure, **in the amount not to exceed Two Hundred Thirty-Five Thousand, Nine Hundred and Seventy-Three and 00/100 (\$235,973.00)** for materials and labor to repair damaged storm drain facilities and appurtenances at Church Street and Button Wood, storm drain outfall erosion at Pecan Park, and the repair of 60 feet of damaged storm drain pipe on Sterling Drive, as shown in Exhibit A-2 to Attachment A; authorizing the execution of all necessary documents; upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.

Submitted by: Andres Rosales, Assistant City Manager

9H. Consider and act on Resolution No. R-2024-120, Approving an Interlocal Agreement for Joint and Cooperative Purchasing by and between the City of Bastrop and the City of Round Rock attached as Exhibit A; authorizing the City Manager to execute all necessary documents; upon request and providing for findings a repealing clause; and establishing an effective date.

Submitted by: Doug Haggerty, Manager - Fleet & Facilities

9I. Consider and act on the first reading of Ordinance No. 2024-32, Granting an extension of the master plan expiration for the Reed Ranch Planned Development District, being 24.04 acres out of the Nancy Blakey Survey, as shown on Attachment 2, located at 615 W Highway 71, within the city limits of Bastrop, Texas, providing for findings of fact; providing for repealer; providing for severability; providing for enforcement; providing for proper notice and meeting; and establishing an effective date.

Submitted by: Kennedy Higgins, Development Services Senior Planner

9J. Consider and act to approve Resolution No. R-2024-117, Granting Historic Landmark status for 0.564 acres out of Farm lot 3 East of Main Street within the City Limits of the City of Bastrop, Texas, commonly known as the J.T. Crysop House, as attached in Exhibit A; providing for findings of fact; providing for a repealing clause; and establishing an effective date.

Submitted by: Kennedy Higgins, Development Services Senior Planner

9K. Consider and act on Resolution No. R-2024-122, Appointing five (5) members to the Bastrop Central Appraisal District (BCAD) for a term of one (1) year beginning January 1, 2025; Providing for the Execution of Official Ballot; And Providing an Effective Date.

Submitted By: Irma Parker, City Secretary

9L. Consider and act on Resolution No. R-2024-123, Casting an official ballot to elect a Region 10 Director on the Texas Municipal League Board of Directors for a two (2) year term ending in 2026.

Submitted by: Irma Parker, City Secretary

9M. **TABLED 8/27/2024:** Consider and act on Resolution No. R-2024-114, Denying the disannexation of land from the city's 1-mile extraterritorial jurisdiction, for 2.00 acres of property known as Nancy Blakey Abstract No. A98, located at 1285 West State Highway 71, Unit A, Bastrop, Texas in Bastrop County, Texas; upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.

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

10. EXECUTIVE SESSION

10A. The City Council shall convene in to Closed Executive Session under Texas Government Code Section 551.071 (Consultations with the Attorney) and Section 551.074 (Personnel Matters) to seek the advice of legal counsel and evaluate duties regarding the handling of certain pending open records requests.

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 of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the

following date and time: **Friday, September 6, 2024 at 4:30 p.m.** and remained posted for at least two hours after said meeting was convened.

/s/Victoria Psencik
Victoria Psencik, Assistant City Secretary



STAFF REPORT

MEETING DATE: September 10, 2024

TITLE:

Mayor's Report

AGENDA ITEM SUBMITTED BY:

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

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: September 10, 2024

TITLE:

Council Members' Report

AGENDA ITEM SUBMITTED BY:

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

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: September 10, 2024

TITLE:

A proclamation of the City Council of the City of Bastrop, Texas recognizing the month of September 2024 as National Preparedness Month.

AGENDA ITEM SUBMITTED BY:

Victoria Psencik, Assistant City Secretary

BACKGROUND/HISTORY:

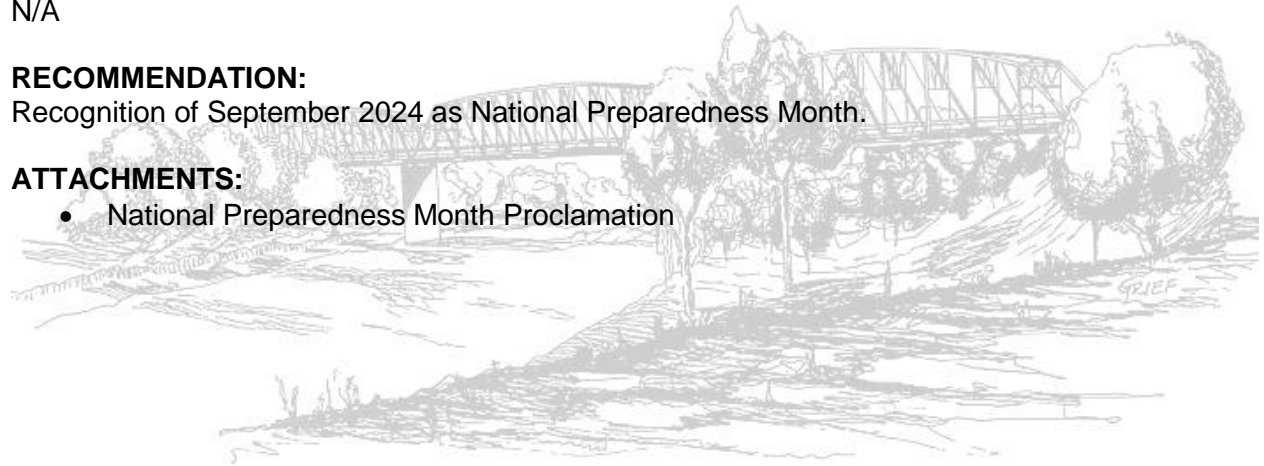
N/A

RECOMMENDATION:

Recognition of September 2024 as National Preparedness Month.

ATTACHMENTS:

- National Preparedness Month Proclamation





PROCLAMATION



WHEREAS, The State of Texas historically leads the nation in the number of federally declared disasters; be they natural hazards, technological, or human-caused; and,

WHEREAS, "National Preparedness Month" is an opportunity to inform and educate residents, businesses, schools, and communities to be more prepared by developing the capabilities needed to prevent, protect against, respond to, recover from, and mitigate against all threats and hazards; and

WHEREAS, the City of Bastrop, along with others in the Capital Area Council of Governments (CAPCOG) region, encourages all residents to participate in preparedness activities and are asked to review preparedness information at *Ready.gov*, and to sign up to receive emergency alerts via *WarnCentralTexas.org* to become more knowledgeable and prepared; and

WHEREAS, investing in the preparedness of ourselves, our families, businesses, and communities can reduce fatalities and economic devastation throughout our nation; and

WHEREAS, emergency preparedness is the responsibility of all citizens in the city and county to make preparedness a priority with the goal of shared individual and community safety and resilience;

NOW, THEREFORE, I, Sylvia Carrillo-Trevino, City Manager of the City of Bastrop, Texas, do hereby proclaim September 2024 as:

NATIONAL PREPAREDNESS MONTH

and encourages all residents, businesses, schools, and communities to develop emergency preparedness and resiliency plans and to register at *WarnCentralTexas.org* to receive emergency alerts.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 10th day of September, 2024.



Sylvia Carrillo-Trevino
Sylvia Carrillo-Trevino, City Manager



STAFF REPORT

MEETING DATE: September 10, 2024

TITLE:

Receive the Annual Comprehensive Financial Report for the period ending September 30, 2023, which includes the independent auditor's report presented by the independent audit firm of Crowe, LLLP.

AGENDA ITEM SUBMITTED BY:

Submitted by: Edi McIlwain, Chief Financial Officer

BACKGROUND/HISTORY:

The City financial statements have been audited by Crowe, LLLP, Certified Public Accountants and this Comprehensive Annual Financial Report has been prepared based upon those audited statements.

The goal of the independent audit is to provide reasonable assurance, in conformity with generally accepted accounting principles, that the financial statements of the City of Bastrop for the fiscal year ended September 30, 2023 are free of material misstatement. This independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used, significant estimates made by management and evaluating the overall financial statement presentation.

Crowe, LLLP stated that the financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund and the aggregate remaining fund information of the City of Bastrop, Texas, for the fiscal year ended September 30, 2023.

The auditors have issued an unmodified audit opinion which is the best opinion that can be obtained. They have noted no recommendations for improvement over internal controls.

State law requires that every general-purpose local government publish, within six months of the close of each fiscal year, a complete set of audited financial statements.

This independent audit to be made of all the accounts is also required by the City Charter and Financial Management Policies adopted by City Council.

A copy of this report will be available to review at the library and in the City Secretary's office. It will also be available on the City's website.

FISCAL IMPACT:

N/A

RECOMMENDATION:

There is no action required as this is presented for informational purposes.

ATTACHMENTS:

- N/A





STAFF REPORT

MEETING DATE: September 10, 2024

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.



STAFF REPORT

MEETING DATE: September 10, 2024

TITLE:

Consider and act to approve the following Bastrop City Council meeting minutes:

1. Tuesday, August 27, 2024 Regular Meeting; and
2. Wednesday, September 4, 2024 Special Budget Workshop Meeting.

AGENDA ITEM SUBMITTED BY:

Victoria Psencik, Assistant City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

N/A

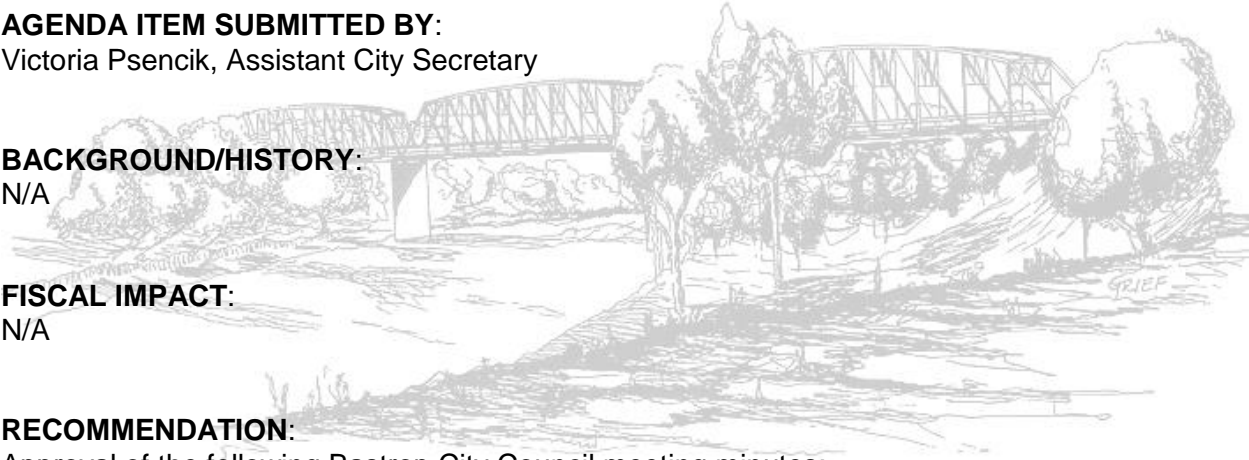
RECOMMENDATION:

Approval of the following Bastrop City Council meeting minutes:

1. Tuesday, August 27, 2024 Regular Meeting; and
2. Wednesday, September 4, 2024 Special Budget Workshop Meeting.

ATTACHMENTS:

- DRAFT Tuesday, August 27, 2024 Regular Meeting
- DRAFT Wednesday, September 4, 2024 Special Budget Workshop Meeting



**CITY OF BASTROP
REGULAR CITY COUNCIL MEETING MINUTES
AUGUST 27, 2024**

The Bastrop City Council met in a Regular Meeting on Tuesday, August 27, 2024, at 6:30 p.m. at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

Council Members Present

Mayor Lyle Nelson
Mayor Pro-Tempore Kirkland
Council Member Meyer
Council Member Lee
Council Member Fossler
Council Member Plunkett

Staff Present

City Manager Sylvia Carrillo-Trevino
City Attorney Alan Bojorquez
Interim City Secretary Irma G. Parker
Assistant City Secretary Victoria Psencik

1. CALL TO ORDER

Mayor Nelson called the Regular City Council meeting to order at 6:30 p.m. with a quorum present.

2. PLEDGE OF ALLEGIANCE

Harper Tawater and Everly Foster, Girl Scouts from Lost Pines Elementary led the Pledge of Allegiance to both the U.S. flag and the Texas flag.

3. INVOCATION

Robert Oliver, Bastrop Police Chaplain, gave this evening's Invocation.

4. PRESENTATIONS

4A. **Mayor's Report**

4B. **Council Members' Report**

5. WORK SESSIONS/BRIEFINGS

5A. **Receive an update on the Old Iron Bridge rehabilitation, Fairview Cemetery expansion, and Agnes Street extension and improvement projects.**

Submitted/Presented by: Andres Rosales, Assistant City Manager

No action was taken on Item 5A.

6. STAFF AND BOARD REPORTS

6A. **City Manager's Report**

- 1. Update on Solid Waste and Recycling services with Texas Disposal Systems.**
- 2. Update on coming changes to Utility Billing service location and website.**
- 3. Update on Capital Improvement Projects for the City of Bastrop.**

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

No action was taken on Item 6A. Number three (3) will be presented by City Manager at a Special Budget Workshop on September 4th, 2024.

- 6B. **Receive presentation on the unaudited Monthly Financial Report for the period ending July 31, 2024.**

Submitted by: Edi McIlwain, Chief Financial Officer
Presented by: Laura Allen, Assistant Finance Director

No action was taken on Item 6B.

7. **CITIZEN COMMENT(S)**
No general comments were submitted.

8. **CONSENT AGENDA**

- 8B. **Consider and act on Resolution No. R-2024-107, Ratifying and approving an Interlocal Agreement between the City of Bastrop and Bastrop County regarding the construction of a communications tower for public safety purposes, as attached in Exhibit A; and ratifying and approving the conveyance by the City to the County of 2.205 acres of property known as Building Block 152 East of Water Street, located at 2001 South Street, to be used for the purpose set forth in such Interlocal Agreement, as attached in Exhibit B; providing for a repealing clause; and establishing an effective date.**
Submitted by: Andres Rosales, Assistant City Manager

- 8D. **Consider and act on Resolution No. R-2024-108, Regarding a Community Services and Offsite Improvements Agreement between the City of Bastrop and Bastrop County Emergency Food Pantry for the reimbursement of construction funds for the offsite improvements in the public right-of-way related to the construction of the new Food Pantry facility to be located at 1201 Pine Street, Bastrop, Texas in the amount of Fifty Nine Thousand Sixty and 70/100 (\$59,060.70) based on the in-kind donation cost estimate in Exhibit A; authorizing the execution of all necessary documents; upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.**
Submitted by: Andres Rosales, Assistant City Manager

- 8E. **Consider and act on Resolution R-2024-106, For the creation of a Public Services Policy for the Bastrop Public Library, as attached in Exhibit A; upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.**

Submitted by: Bonnie Pierson, Library Director

- 8F. **Consider and act on Resolution No. R-2024-111, for an interlocal agreement with Bastrop Independent School District and the City of Bastrop for plan review, building inspection, and fire inspection services, upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.**

Submitted by: Andres Rosales, Assistant City Manager

Mayor Nelson called for requests to remove any item from the Consent Agenda for separate discussion.

Council Member Fossler requested Item 8A be pulled from the Consent Agenda for separate discussion.

Council Member Lee requested Item 8C be pulled from the Consent Agenda for separate discussion.

MOTION: Council Member Lee moved to approve the Consent Agenda after it was read into the record by Victoria Psencik, Assistant City Secretary with the exclusion of Item 8A and Item 8C. Council Member Plunkett seconded the motion. Motion carried unanimously.

CONSENT AGENDA ITEM 8A

- 8A. **Consider and act to approve the following Bastrop City Council meeting minutes:**

1. Tuesday, August 13, 2024 Regular Meeting and Joint Meeting with Visit Bastrop Board of Directors;

2. Monday, August 19, 2024 Special Meeting; and

3. Wednesday, August 21, 2024 Budget Meeting.

Submitted by: Irma G. Parker, Interim City Secretary , and Victoria Psencik, Assistant City Secretary

MOTION: Council Member Fossler moved to approve the following Bastrop City Council minutes:

1. Tuesday, August 13, 2024 Regular Meeting and Joint Meeting with Visit Bastrop Board of Directors;
2. Monday, August 19, 2024 Special Meeting; and
3. Wednesday, August 21, 2024 Budget Meeting.

Council Member Fossler moved to approve the listed minutes with the strike-through of the time arrival by Council Member Plunkett's name on the August 13, 2024 minutes. Mayor Pro Tem Kirkland seconded the motion. Motion carried unanimously.

CONSENT AGENDA ITEM 8C

- 8C. **Consider and act on Resolution No. R-2024-112, Approve engineering professional services contract with Dial Development Services, Ltd. (DDS) to continue to provide the services of construction management and inspection to a not to exceed an amount of two hundred thousand dollars (\$200,000.00); authorizing the City Manager to execute all necessary documents; upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.**

Submitted by: Andres Rosales, Assistant City Manager

MOTION: Council Member Lee moved to approve the engineering professional services contract with Dial Development Services Ltd. to continue to provide the services of construction management and inspection. Council Member Plunkett seconded the motion. Motion carried unanimously.

9. ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. **Consider and act on Resolution No. 2024-116, To confirm the Interim City Secretary and Assistant City Secretary under Home Rule Charter Article III "City Council", Section 3.09 "City Secretary".**

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

MOTION: Council Member Plunkett moved to approve Resolution No. R-2024-116 to confirm the Interim City Secretary and Assistant City Secretary. Council Member Meyer seconded the motion. Motion carried unanimously.

- 9B. **Receive a report from the Interim City Secretary as to the sufficiency or deficiency of a Petition submitted in July 2024 to Recall Mayor Lyle Nelson.**

Submitted/Presented by: Irma Parker, Interim City Secretary

No action was taken on Item 9B.

- 9C. **Consider and act on Ordinance No. 2024-25, Ratifying the Ordinance Calling for and Establishing the Procedures for a November 5, 2024 Special Election for the Purpose of Amending the Home-Rule Charter Approved on August 19, 2024. Providing for Severability; Providing for Proper Meeting and Notice; and Establishing an Effective Date.**

Submitted/Presented by: Irma Parker, Interim City Secretary

MOTION: Council Member Meyer moved to approve the ratification of Ordinance No. 2024-25 calling for and establishing the procedures for November 5, 2024 Special Election for the purpose of amending the Home-Rule Charter approved on August 19, 2024. Council Member Plunkett seconded the motion. Motion carried unanimously.

- 9D. **Consider and act on Ordinance No. 2024-26, Ratifying the Ordinance Calling for and Establishing the Procedures for November 5, 2024, Special Election for the Purpose of Amending the Home-Rule Charter Regarding the Enforcement of Marijuana Laws adopted on August 19, 2024; Providing or Severability; Providing or Repealing Clause; Providing or Proper Meeting and Notice; And Establishing an Effective Date**

Submitted/Presented by: Irma Parker, Interim City Secretary

MOTION: Council Member Meyer moved to approve the ratification of Ordinance No. 2024-26 calling for and establishing the procedures for November 5, 2024 Special Election for the purpose of amending the Home-Rule Charter regarding the enforcement of marijuana laws adopted on August 19, 2024. Council Member Lee seconded the motion. Motion carried unanimously.

- 9E. **Consider and act on first reading of Ordinance No. 2024-27, Approving a map depicting the Municipal Boundary “City Limits” and the Extraterritorial Jurisdiction “ETJ” as required by State Law.**

Submitted/Presented by: Robert Barron, GIS Manager

MOTION: Council Member Fossler moved to approve the first reading of Ordinance No. 2024-27 approving a map depicting the Municipal Boundary “City Limits” and the Extraterritorial Jurisdiction “ETJ” as required by State Law. Council Member Lee seconded the motion. Motion carried unanimously.

- 9F. **Consider and act on the first reading of Ordinance No. 2024-23, Approving the Fiscal Year 2025 Annual Service Plan Update, including provisions related to assessments for the Hunters Crossing Public Improvement District; approving a Fiscal Year 2025 assessment roll for the District; and containing other provisions related to the Hunters Crossing Public Improvement District and the Hunters Crossing Local Government Corporation; and move to include on the September 10, 2024 City Council Agenda for a second reading.**

Submitted by: Edi McIlwain, Chief Financial Officer

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

MOTION TO TABLE: Council Member Meyer moved to table Item 9F, the Fiscal Year 2025 Annual Service Plan Update for the Hunters Crossing Public Improvement District, to the next Council Meeting. Council Member Fossler seconded the motion. Motion carried unanimously.

- 9G. **Consider and act on Resolution No. R-2024-100, For the disannexation of land from the city's 1-mile extraterritorial jurisdiction, for 2.03 acres of property known as Tahitian Village Subdivision, Unit 5, Block 1, Lots 20, 21, 22, 50, 51, and 52, located in the 1-mile ETJ of Bastrop County, Texas; upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.**

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

Citizen Comment(s) on this item:

- Not speaking: Colin Lineberry

MOTION: Council Member Lee moved to approve Resolution No. R-2024-100 for the disannexation of land from city's extraterritorial jurisdiction for 2.03-acres of property known as Tahitian Village Subdivision, Unit 5, Block 5, Lots 20, 21, 22, 50, 51, and 52. Council Member Meyer seconded the motion. Motion carried unanimously.

- 9H. **Consider and act on Resolution No. R-2024-113, For the disannexation of land from the city's extraterritorial jurisdiction, for 0.99 acres of property known as Addison Acres, Abstract No. A45 Litton, located at 5599 FM 535, Cedar Creek, Texas in Bastrop County; upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.**

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

MOTION: Council Member Plunkett moved to approve Resolution No. R-2024-113 for the disannexation of land from the city's extraterritorial jurisdiction for 0.99 acres of property known as Addison Acres, Abstract No. A45 Litton, located at 5599 FM 535, Cedar Creek, Texas in Bastrop County. Council Member Fossler seconded the motion. Motion carried unanimously.

- 9I. **Consider and act on Resolution No. R-2024-114, Denying the disannexation of land from the city's 1-mile extraterritorial jurisdiction, for 2.00 acres of property known as Nancy Blakey Abstract No. A98, located at 1285 West State Highway 71, Unit A, Bastrop, Texas in Bastrop County, Texas; upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.**

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

Citizen Comment(s) on this item:

- Addressing the Council: Lisa Tantaksinanukij

MOTION TO TABLE: Council Member Meyer moved to table Item 9I, denying the disannexation of 2.00 acres of property located at 1285 West State Highway 71, Unit A, for the property owner/representative and City Manager to negotiate an easement for the property and bring this item back for approval at the next Council Meeting. Council Member Fossler seconded the motion. Motion carried unanimously.

10. EXECUTIVE SESSION

The City Council met at 8:40 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 10A. The City Council shall convene in to Closed Executive Session under Government Code:

Section 551.071(1)(A) Consultations with the Attorney - on pending or contemplated litigation. Eminent domain proceedings pending in the Bastrop County Court at Law No. 1; and

Section 551.072 Deliberations about Real Property - to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the government body in negotiations with a third person:

Case No. 20-20464 City of Bastrop v. Palms Property, LLC;
Case No. 20-20462 City of Bastrop v. Baham Interests Limited Partnership;
Case No. 23-32837 City of Bastrop v. Erhard Legacy Partners, LTD. and
Case No. 21-20690 City of Bastrop v. Reid Sharp and Cindy Sharp.

- 10B. The City Council shall convene in to Closed Executive Session under Government Code Section 551.071(1)(A) Consultations with Attorney - on pending or contemplated litigation regarding engineering and construction contracts related to the Wastewater Treatment Plant #3.

Mayor Nelson recessed the Executive Session and reconvened the Open Session at 9:17 p.m.

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

- 10A. The City Council shall convene in to Closed Executive Session under Government Code:

Section 551.071(1)(A) Consultations with the Attorney - on pending or contemplated litigation. Eminent domain proceedings pending in the Bastrop County Court at Law No. 1; and

Section 551.072 Deliberations about Real Property - to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the government body in negotiations with a third person:

Case No. 20-20464 City of Bastrop v. Palms Property, LLC;
Case No. 20-20462 City of Bastrop v. Baham Interests Limited Partnership;
Case No. 23-32837 City of Bastrop v. Erhard Legacy Partners, LTD. and
Case No. 21-20690 City of Bastrop v. Reid Sharp and Cindy Sharp.

(1) MOTION: Council Member Lee moved to authorize the City Manager in consultation with the City Attorney's Office to execute a settlement agreement and all necessary documents to resolve the matters of City of Bastrop v. Palms Property, LLC, Case No. 20-20464, and City of Bastrop v. Baham Interests Limited Partnership, Case No. 20-20462 based on the proposed settlement value of \$272, 956. Council Member Plunkett seconded the motion. Motion carried unanimously.

(2) MOTION: Council Member Meyer moved to authorize the City Manager in consultation with the City Attorney's Office to execute a settlement agreement and all necessary documents to resolve the matter of City of Bastrop v. Erhard Legacy Partners, LTD, Case No. 23-32837, based on the proposed settlement for an additional payment of \$40,876 and no cents to the property owner. Council Member Plunkett seconded the motion. Motion carried unanimously.

10B. The City Council shall convene in to Closed Executive Session under Government Code Section 551.071(1)(A) Consultations with Attorney - on pending or contemplated litigation regarding engineering and construction contracts related to the Wastewater Treatment Plant #3.

MOTION: Mayor Pro Tem Kirkland moved to authorize the City Manager to send a letter to KSA Engineering consistent with the discussion in Executive Session terminating the contract for convenience. Council Member Fossler seconded the motion. Motion carried unanimously.

12. ADJOURNMENT

Upon receiving a motion and a second to adjourn, the August 27th Regular Meeting, the meeting was adjourned at 9:21 p.m. without objection.

CITY OF BASTROP, TEXAS

 Lyle Nelson, Mayor

ATTEST:

 Victoria Psencik, Assistant City Secretary

**CITY OF BASTROP
SPECIAL CITY COUNCIL BUDGET WORKSHOP MINUTES
SEPTEMBER 4, 2024**

The Bastrop City Council met in a Special Budget Workshop on Wednesday, September 4, 2024, at 5:30 p.m. at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

Council Members Present

Mayor Lyle Nelson
Mayor Pro-Tempore Kirkland
Council Member Meyer
Council Member Lee
Council Member Fossler
Council Member Plunkett

Staff Present

City Manager Sylvia Carrillo-Trevino
Assistant City Manager Andres Rosales
City Secretary Irma G. Parker
Assistant City Secretary Victoria Psencik
Chief Financial Officer Edi McIlwain

1. CALL TO ORDER

Mayor Nelson called the Special City Council Budget Workshop to order at 5:30 p.m. with a quorum present.

2. CITIZEN COMMENT(S)

No general comments were submitted.

3. WORK SESSIONS/BRIEFINGS

3A. Receive an update regarding the existing Capital Improvement Projects Plan.

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

No action was taken on Item 3A.

3B. Receive an update on the DRAFT Fiscal Year 2024-2025 Master Fee Schedule.

Submitted/Presented by: Andres Rosales, Assistant City Manager

No action was taken on Item 3B.

3C. Discussion on the DRAFT Fiscal Year 2024-2025 Budget and provide feedback to the City Manager.

Submitted/Presented by: Edi McIlwain, Chief Financial Officer
Presented by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

No action was taken on Item 3C.

4. ITEMS FOR INDIVIDUAL CONSIDERATION

- 4A. Consider and act on authorizing the City Manager to negotiate with the Bastrop County Historical Society for the storage of building materials on city-owned property from the demolition of the building known as the “German Casino”, at 1306 Farm Street, Bastrop, Texas; authorizing the City Manager to proceed with all other matters pertaining to said storage; providing for severability; providing for repeal; providing an effective date; and providing for proper notice and meeting.

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

MOTION: Council Member Meyer moved to approve the authorization of the City Manager to negotiate with Bastrop County Historical Society for the storage of building materials from the demolition of the building known as the “German Casino”. Council Member Plunkett seconded the motion. Motion carried unanimously.

5. ADJOURNMENT

Upon receiving a motion and a second to adjourn, the September 4th Special Budget Workshop, the meeting was adjourned at 8:05 p.m. without objection.

CITY OF BASTROP, TEXAS

Lyle Nelson, Mayor

ATTEST:

Victoria Psencik, Assistant City Secretary



STAFF REPORT

MEETING DATE: September 10, 2024

TITLE:

Consider and act on the second reading of Ordinance No.2024-24, of the City of Bastrop, Texas, abandoning and vacating a certain section of the Madison Street right-of-way and the Houston Street right-of-way to the north of State Highway 71 and south of Government Street; and authorizing the City Manager to execute any necessary documents to convey the City's remaining real property interests, if any, in said right-of-way to adjacent owners.

STAFF REPRESENTATIVE:

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

BACKGROUND/HISTORY:

The City is desiring to vacate an existing portion of the unimproved Houston Street right-of-way, and an existing portion of the unimproved Madison Street right-of-way. The rights-of-way proposed to be abandoned date back to the original 1920's Iredell Survey Map of Bastrop. The parcels surrounding the Houston Street and Madison Street rights-of-way are currently undeveloped, and the Houston Street and Madison Street rights-of-way are unimproved at this location.

Additionally, due to Houston and Madison Street's proximity to the State Highway 71 deceleration lane, further development in the form of a future connection onto State Highway 71 right-of-way would be precluded, due to the driveway separation standards for TxDOT. Also, the State Highway 71 intersection at this location is one of the most heavily traveled intersections within the city limits, so future connections would also be discouraged for this reason.

Staff is recommending the abandonment of the Madison Street and Houston Street rights-of-way to avoid creating additional traffic congestion at the State Highway 71 & 95 intersection, and to promote the safety and well-being of travelers along the State Highway 71 corridor.

POLICY EXPLANATION:

The abandonment of city right-of-way requires City Council approval and must be established by ordinance. Therefore, Staff is formally requesting that City Council approve the abandonment of the Houston Street and Madison Street rights-of-way with Ordinance No. 2024-24.

RECOMMENDATION:

Consider and act on the second reading of Ordinance No.2024-24, of the City of Bastrop, Texas, abandoning and vacating a certain section of the Madison Street right-of-way and the Houston Street right-of-way to the north of State Highway 71 and south of Government Street; and authorizing the City Manager to execute any necessary documents to convey the City's remaining real property interests, if any, in said right-of-way to adjacent owners.

ATTACHMENTS:

Ordinance
Exhibit A: Survey
Exhibit B: ROW Closure Quitclaim Deed
Attachment 1: Location Map

ORDINANCE NO. 2024-24

**ABANDONING A PORTION OF MADISON STREET AND
HOUSTON STREET RIGHTS-OF-WAY**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ABANDONING, VACATING, AND CLOSING A PORTION OF MADISON STREET RIGHT-OF-WAY AND A PORTION OF HOUSTON STREET RIGHT-OF-WAY, NORTH OF STATE HIGHWAY 71 AND SOUTH OF GOVERNMENT STREET, AS DESCRIBED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS TO CONVEY THE CITY'S REMAINING REAL PROPERTY INTEREST, IF ANY, IN SAID RIGHT-OF-WAY TO ADJACENT OWNERS; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, AND SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Bastrop, Texas ("City") is a home-rule municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, Section 311.001 of the Texas Transportation Code generally provides that a home-rule municipality has exclusive control over the public highways, streets, and alleys of the municipality; and

WHEREAS, Section 311.007 of the Texas Transportation Code provides the authority for a home- rule municipality to vacate, abandon or close a street or alley within the municipality; and

WHEREAS, the City Council has determined and finds it is in the public interest to vacate, abandon, and close a certain portion or portions of the public right-of-way as described herein and as described and/or depicted in ***Exhibit A***, attached hereto.

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

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

Section 2. Abandonment. The City Council hereby vacates, abandons, and closes:

- (a) the portion of the public right-of-way being a **portion of Madison Street**, located north of the State Highway 71 right-of-way and south of the Government Street right-of-way, generally consisting of land out of or

between Building Blocks 126 and 139 in the City of Bastrop, with such streets as shown on the map or plat recorded in Plat Cabinet No. 1, Page 23A, of the plat records of Bastrop County, Texas; and

- (b) the portion of the public right-of-way being **a portion of Houston Street**, located north of the State Highway 71 right-of-way and south of the Government Street right-of-way, generally consisting of land out of or between Building Blocks 139 and 162, with such streets as shown on the map or plat recorded in Plat Cabinet No. 1, Page 23A, of the plat records of in the City of Bastrop, Bastrop County, Texas;

such portions of the public rights-of-way to be abandoned being more particularly described and/or depicted in *Exhibit A*, which is attached hereto and incorporated herein for all purposes.

- Section 3.** Conveyance Authorized, if necessary. After abandonment of the rights-of-way by this Ordinance, if it is determined by the City Manager, in consultation with the City Attorney, that the City holds any remaining real estate interests in the portion of the public rights-of-way abandoned by this Ordinance, the City Council hereby authorizes and directs the City Manager to execute any deed(s) or other documents, in forms substantially similar to *Exhibit B* attached hereto, as necessary to convey such remaining real estate interests to the abutting property owner(s), in accordance with applicable state laws and local ordinances.
- Section 4.** 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 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.** Effective Date: This Ordinance shall take effect immediately after its final passage and any publication, if necessary, in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.
- Section 7.** Proper Notice and Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, Texas, on this, the ____ day of August 2024.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, Texas, on this, the ____ day of _____ 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

EXHIBIT A
ROW Portions To Be Closed

EXHIBIT B
Form of Conveyance Instrument for Closed ROW

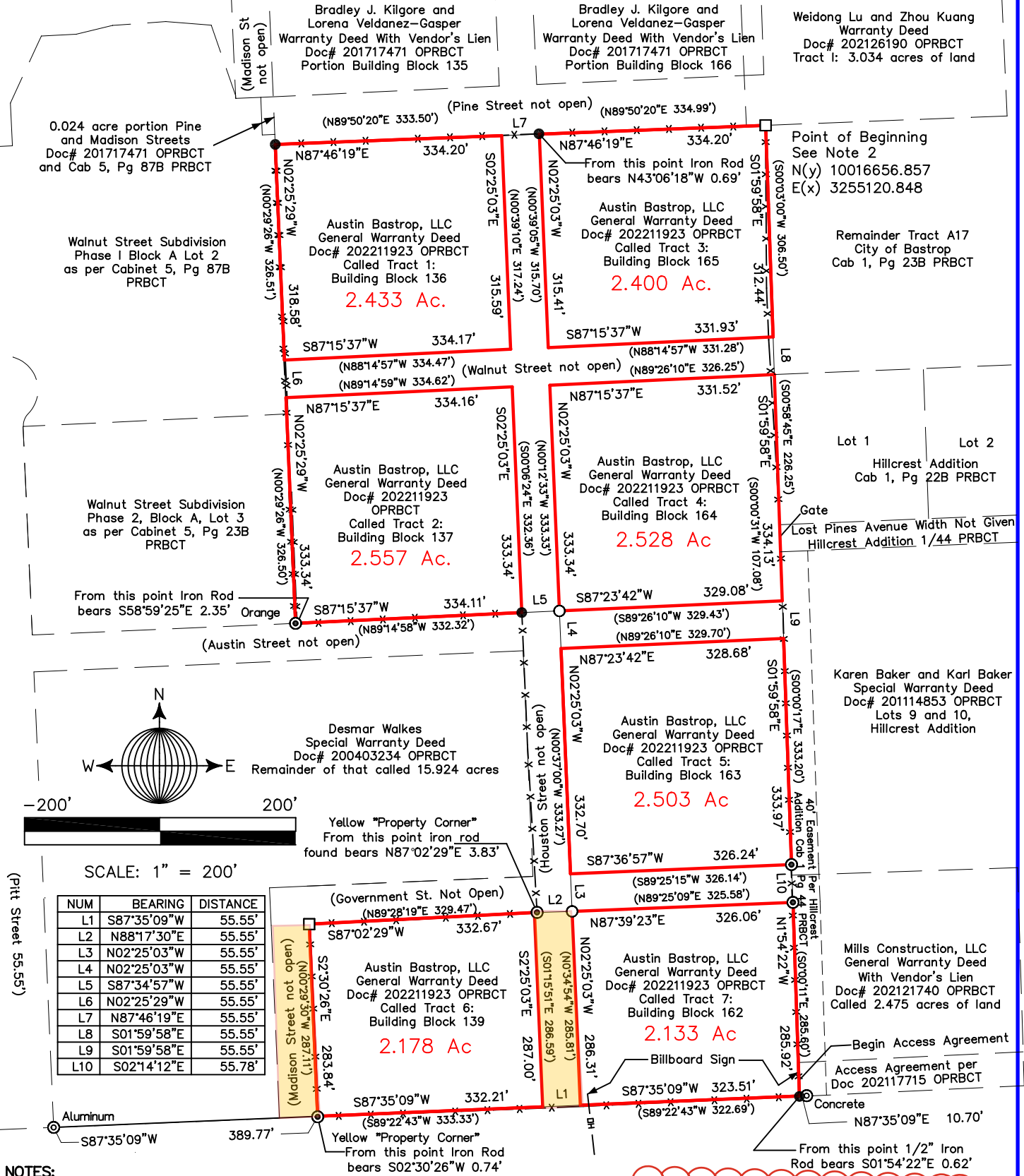
Exhibit A

Item 8B.

SURVEY of 19.687 acres, less and except, 2.955 acres in unopen road right of way, for a Total Remainder of 16.732 Acres and being Tract 1 thru Tract 7, inclusive as described in that certain General Warranty Deed as recorded in Doc# 202211923, Official Public Records Bastrop County, Texas, and being all Building Blocks 136, 137, 165, 164, 163, and a portion of Building Block 139 and 162, East of Main Street in the City of Bastrop, Bastrop Town Tract, Abstract 11, according to the plat recorded in Cabinet 1 Pg. 23B, Plat Records Bastrop County, Texas.

EASEMENTS, BUILDING LINES, AND/OR CONDITIONS OF RECORDS AS PER GF#CTA-26-CTA2200945 Effective Date: March 6, 2022 Issued: March 14, 2022

10.g. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: Granted to: Joe Rabensburg Purpose: access Recording Date: August 19, 2021 Recording No: Document No. 202117715, Official Public Records of Bastrop County, Texas Affects: Benefits tracts 5 and 6. AFFECTS LOWER EAST LINE AT S.E. CORNER TRACT 7.



NOTES:

1. EASEMENTS, BUILDING LINES, AND/OR CONDITIONS OF RECORD PER GF# CTA-26-CTA2200945 PER FIRST CHICAGO TITLE
2. BEARING BASIS LAMBERT COFORMAL CONIC PROJECTION GRID NORTH, STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, 4203, NAD 83.
3. STREETS NOT OPEN THE RIGHT OF WAY WIDTH IS 55.55'

SURVEYORS CERTIFICATION:

TO THE OWNER, THE UNDERSIGNED DOES HEREBY CERTIFY THAT THE SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON AND TO THE BEST OF MY KNOWLEDGE IS CORRECT AND THERE ARE NO VISIBLE DISCREPANCIES, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, UTILITY LINES OR ROADS IN PLACE EXCEPT AS SHOWN HEREON AND SAID PROPERTY HAS ACCESS TO A DEDICATED ROADWAY SHOWN HEREON.

DRAWING NAME: WA3332-2022 N-RABENSBERG.DWG

LEGEND

- 1/2" IRON ROD FOUND
- CAPPED IRON ROD SET STAMPED "RPLS 5548"
- 5/8" IRON ROD FOUND
- CAPPED IRON ROD FOUND AS NOTED
- TXDOT MONUMENT FOUND AS NOTED
- FENCE
- TOWN PLAT RECORD INFORMATION
- PLAT RECORDS BASTROP COUNTY TX
- OFFICIAL RECORDS BASTROP COUNTY TX
- OFFICIAL PUBLIC RECORDS BASTROP COUNTY TX

Portion of ROW to be abandoned

ADDRESS: TBD HWY 71
BASTROP, TEXAS 78602

FIRM #10194596
STEUBING LLC
525 TAHITIAN DRIVE
BASTROP, TEXAS 78602
PH# (512) 585-1388

Robert C. Steubing 09/05/2022
ROBERT C. STEUBING DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO 5548



NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver’s license number.

NOTICE: NO RESPONSIBILITY FOR VALIDITY OF REAL ESTATE TITLE IS ASSUMED BY THE ATTORNEYS PREPARING THIS INSTRUMENT UNLESS A WRITTEN TITLE OPINION IS RENDERED.

QUITCLAIM DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BASTROP §

Date: _____, 2024

Grantor: **City of Bastrop, Texas**, a Texas home-rule municipality

Grantor’s Address: 1311 Chestnut Street
 Bastrop, Texas 78602

Grantee: _____, _____

Grantee’s Address: _____

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration

Property: The _____-acre tract of land, being a portion of the abandoned, vacated, and closed public right-of-way known as _____ Street, north of the State Highway 71 right-of-way and south of the Government Street right-of-way, being a portion of Building Blocks _____, City of Bastrop, Bastrop County, Texas, as more specifically described in Exhibit “A” (the “Property”), attached hereto and incorporated herein by reference.

Reservations from and Exceptions to Conveyance: This conveyance is made and accepted subject to the following matters, if any, to the extent same are in effect at this time, relating to the Property, and shown of record in the herein-above mentioned County and State: any and all reservations, restrictions, covenants, conditions and easements, and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities.

Grantee shall assume all ad valorem taxes due on the Property for the current year.

Conveyance: The Grantor has abandoned, vacated and closed the public right-of-way over,

Exhibit B

Item 8B.

across, under, and through the Property. The Grantee warrants that Grantee is the fee simple owner of property abutting the abandoned, vacated, and closed public right-of-way.

The Grantor for the Consideration stated herein, paid to it in hand by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does, by these present, QUITCLAIM and CONVEY to Grantee, without any warranty of any kind (neither express nor implied warranties, whether arising by common law or by statute), all its rights, title, and interest in and to the Property, if any, to have and to hold the Property to Grantee and its successors and assigns forever, subject to the Reservations from and Exceptions to Conveyance stated herein.

Executed this ____ day of _____, 2024.

GRANTOR: CITY OF BASTROP, TEXAS

By: _____
Sylvia Carrillo, City Manager

ATTEST:

_____, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on the ____ day of _____, 2024 by Sylvia Carrillo, City Manager of the City of Bastrop, Texas, on behalf of said municipality.

Notary Public, State of Texas

ACKNOWLEDGED, AGREED

Exhibit B

Item 8B.

AND ACCEPTED BY GRANTEE: _____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

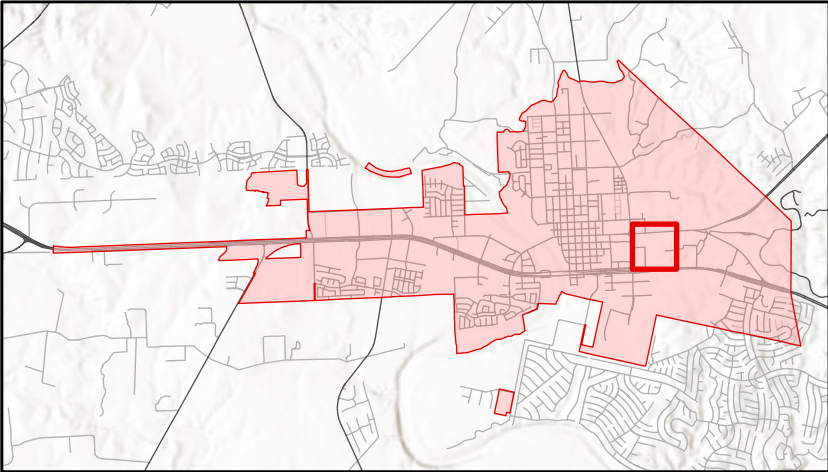
COUNTY OF BASTROP §

This instrument was acknowledged before me on the ____ day of _____, 2024 by _____ [Name], _____ [Title] of _____, on behalf of said entity.

Notary Public, State of Texas

After Recording, Return To:
City of Bastrop, Attn: City Secretary
1311 Chestnut Street, Bastrop, Texas 78602

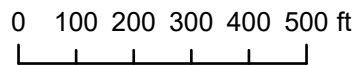
Attachment 1 Location Map



Scale 1:4,000



Bastrop Gateway ROW to be Abandoned



Current Time: 8/6/2024 11:31 AM

The City of Bastrop, Texas makes no warranties regarding the accuracy or completeness of the information used to compose this map or the data from which it was produced. The map does not purport to depict the boundaries between private and public lands. This map is general in nature and is not suitable for navigational purposes.



STAFF REPORT

MEETING DATE: September 10, 2024

TITLE:

Consider and act on the second reading of Ordinance No. 2024-27, Approving the Official Municipal Boundary and Extraterritorial Jurisdiction Map of the City; Directing this Ordinance and Map be Filed, Recorded, and Made Available as Provided by Law; Providing for Severability, Repeal, and Effective Date.

AGENDA ITEM SUBMITTED BY:

Robert Barron, GIS Manager

BACKGROUND/HISTORY:

Back in 2011 there was an official City of Bastrop city limits map adopted (see Ord. 2011-11-08 Annexation Map). Shortly after there were multiple locations that were annexed into the city limits (see Ord. 2011-27). Because myself and my team are newer to the City of Bastrop once we found all this, we, the GIS department as well as City of Bastrop staff want to practice the proper protocol when annexation and disannexation locations by going to council for official adopting the change(s). This map shows the annexations and disannexations from 2011 to current date 2024 and would like to formally have the newest 2024 city limits official adopted.

POLICY EXPLANATION:

TEX. LOC. GOV'T CODE §41.001. S.B. 1303, enacted in 2019, required home rule cities 'not later than January 1, 2020, (a) create, or contract for the creation of, and make publicly available a digital map that must be made available without charge and in a format widely used by common geographic information system software; and to make the digital map available on the City's website.

RECOMMENDATION:

Approve the second reading of Ordinance No. 2024-27 for the approval of the City Boundary and ETJ hardcopy map and a hosted digital map as described.

ATTACHMENTS:

1. Ordinance No. 2024-27
2. Location Map Exhibit "A"

ORDINANCE NO. 2024-27

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS CITY COUNCIL APPROVING THE OFFICIAL MUNICIPAL BOUNDARY AND EXTRATERRITORIAL JURISDICTION MAP OF THE CITY OF BASTROP; DIRECTING THIS ORDINANCE AND MAP TO BE FILED, RECORDED, AND MADE AVAILABLE AS PROVIDED BY LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas (the “City”) is required to update its boundary and extraterritorial jurisdiction map; and

WHEREAS, an official map must be recorded with various governmental agencies to ensure that the city receives any sales taxes generated by the newly annexed or disannexed areas; and

WHEREAS, S.B. 1303, enacted in 2019, is the law that sets the rules and procedures to be followed for recording.

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

Section 1. The City’s Geographic Information System (GIS) Department has reviewed all annexations and disannexations from 2011 to the present. Attached hereto is ***Exhibit A***, the official City’s Boundary and Extraterritorial Jurisdiction Map dated August 27, 2024.

Section 2. The City Secretary is directed to file certified copies of these documents with the appropriate governmental agencies within thirty (30) days.

Section 3. Should any portion or part of this Ordinance be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

Section 4. This Ordinance shall be in full force and effect from and after its passage. Upon approval and execution, this Ordinance shall repeal, replace, and supersede any prior version and be deemed final (subject to any subsequent amendment as allowed by law).

Section 5. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Ordinance was posted, was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, and adopted as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

DULY ORDAINED AND ADOPTED by the Bastrop City Council on first reading on this the 27th day of August 2024.

DULY ORDAINED AND ADOPTED by the Bastrop City Council on second reading on this the 10th day of September 2024.

CITY OF BASTROP, TEXAS

Lyle Nelson, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma G. Parker, Interim City Secretary

Alan Bojorquez, City Attorney

Published in The Bastrop Advertiser on _____

his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed and stipulated that the Vendors Lien is retained against the above described premises, property and improvements, until the above described notes, and all interest thereon are fully paid according to their face and tenor effect and resulting when this deed shall become absolute.

Witness our hands at Elgin, Texas, this 5th. day of Aug. A. D. 1908.

A. M. Moore

Lola Moore.

The State of Texas (0

County of Bastrop (0 Before me, Walter Keeble a Notary Public in and for Bastrop County,

Texas, on this day personally appeared A. M. Moore and Lola Moore

his wife, both known to me to be the person whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and the said Lola Moore wife of the said A. M. Moore having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Lola Moore acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this 5th. day of Aug. 1908.

Walter Keeble, Notary Public in and for

Bastrop County, Texas.

(D.S.)

Filed Aug. 12th. 1908 at 9 A. M.

Recd. Aug. 13th. 1908 at 2 P.M.

-000-000-000-000-

Third Seal. Two Reads.

Established by the State of Coahuila and Texas.

For the Biennial Terms of 1929 and 29, 30, & 31 32 & 33. Williams Grubbs. Rubric

I, the Citizen Miguel Arciniega Commissioner, appointed by the Supreme Government of this State on the 13th. day of the month of November in the year 1830, for the distribution and giving possession of lands, the founding of new town and the issuing of titles to new colonists in the Colonization Enterprise of the Citizen Empresario Stephen F. Austin contracted for with the same Supreme Government on the 20th. day of November in the year 1827 and was authorized copy of which bearing the same date and issued by the Secretarys office of the said Supreme Government to which I refer, forms the beginning of this manuscript book; Exercising the powers conferred upon me by the said Government and in obedience to the Colonization Law of this State of March 24th. 1825, the instruction to commissioners which

588

Instructions have been fit to select said site and to found a town whose plane area contains four leagues of land or what is the same, one hundred Million square varas and its and configuration is that designated by the attached plan; to which town I have given the name and title of the town of Bastrop. The measurements have been made by the scientific surveyor Samuel P. Brown and are as follows, to-wit: The survey of the town proper with its streets squares, block and lots is entirely in accord with the plan delineated where everything may be seen in detail, according as prescribed by Article 12 of the instructions already mentioned; in conformity with which I have called the central square which is one Hundred and twenty varas on each side Square of the Constitution; the block which is east of the same square I confer upon the authorities for the church and priests houses, the block to the west for the Municipal buildings and block ... which is Northwest for the Slaughter house; the block which is North and is No... for the construction of a jail and house of correction; and the Block No. which is Southwest of the Square and south of the Municipal buildings for a school and other buildings for public education; and the block which is at the extreme edge of the town on the Northeast side for the cemetery. The streets run from North to South and From east to West and are twenty varas in width as shown by the plan of said town made by said surveyor.

Therefore, exercising the powers conceded by the law and consequent instruction in the name of the State of Coahuila and Texas I concede to and confer upon the civil authorities the said tract of Four Leagues as delineated for town commons with all its waters and woods for the common use of the inhabitants under the superintendance of the same authorities and the rules and ordinances which they may establish; and the town with its squares, streets blocks as delineated in said plan; and especially the squares and blocks destined for public purposes in the manner and form expressed. The remaining lots shall be appraised and shall be distributed to the residents in conformity with what the law designates. Thus I order and sign.

Third Seal: Two Seals:

Established by the State of Coahuila and Texas.

For the Biennial Term of 1928 and 29. 30 & 31, 32 & 33. Williams Crubric.
 with witness of assistance according to law. Given in the town of bastrop on the eighth day of the month of June in the year One Thousand Eight Hundred and thirty two, I certify.
 interlined " Government" valid.

Migl. Arcánio

Of assistance Crubric b Of Assistance.

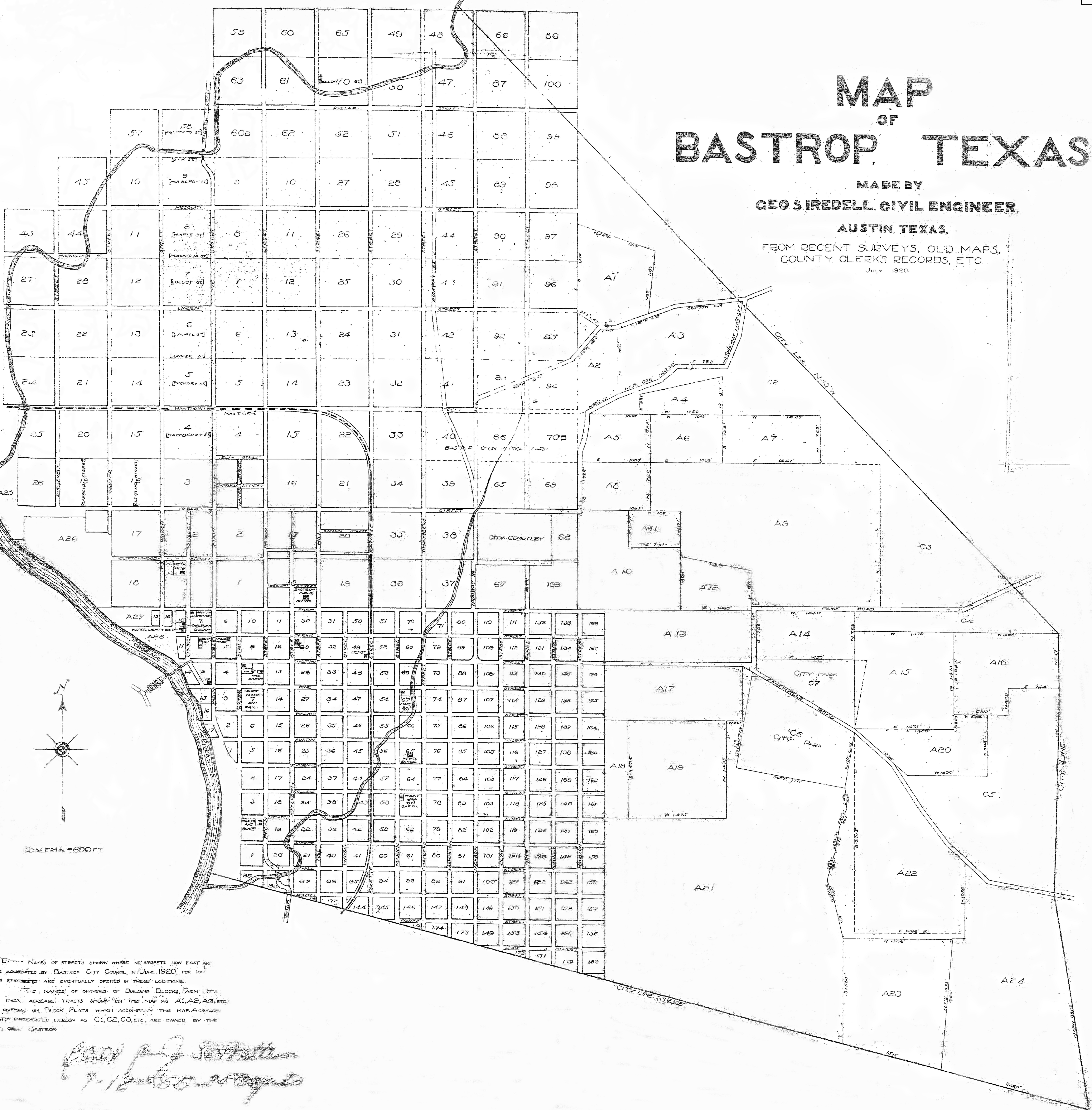
Austin, Texas, July 28th, 1908.

I certify that the foregoing four pages and Sixteen lines contain a correct copy of the original grant to the town of bastrop existing in the Spanish Archives of this office.

MAP OF BASTROP, TEXAS

MADE BY
CEO S IREDELL, CIVIL ENGINEER,
AUSTIN, TEXAS.

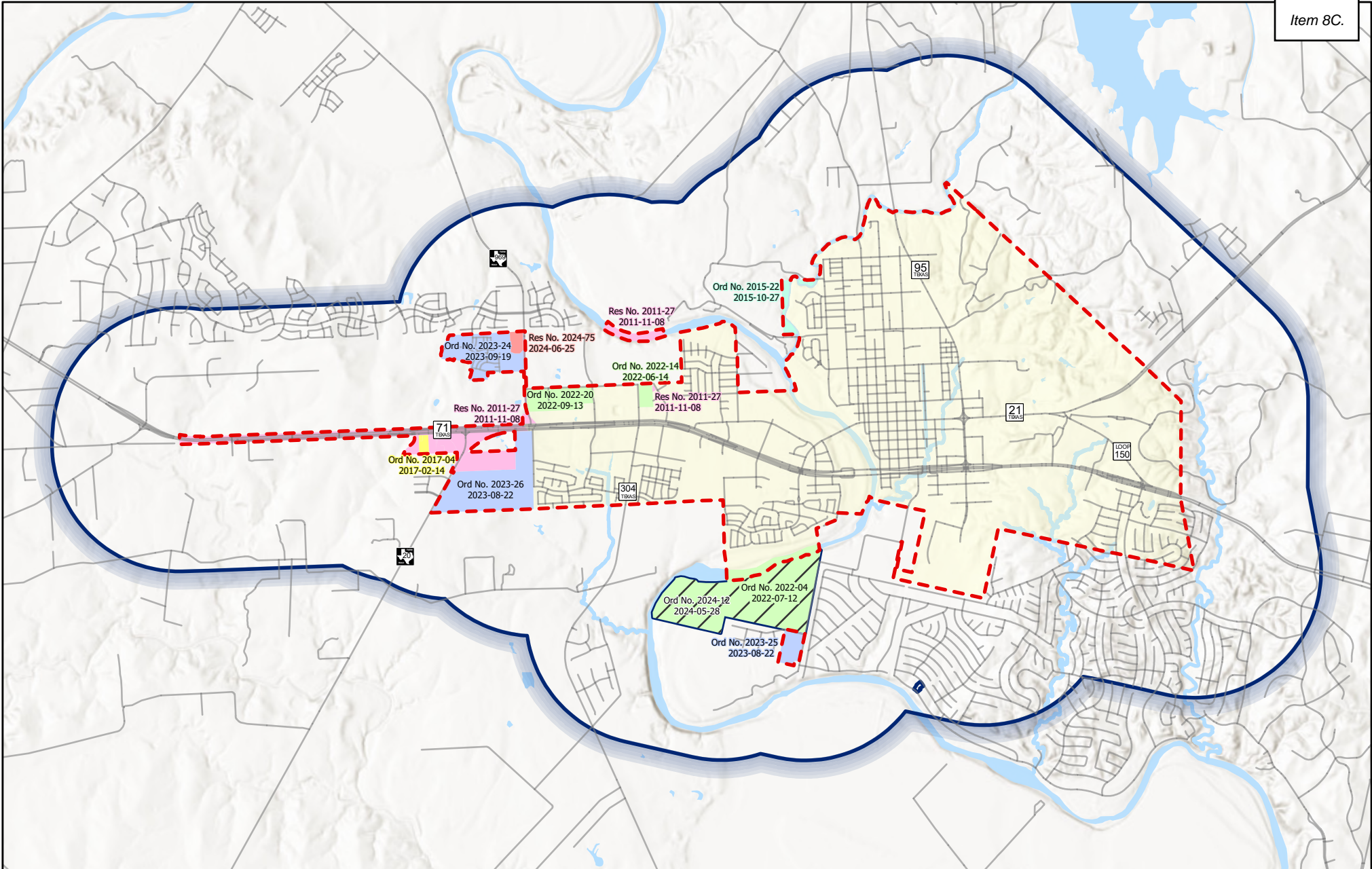
FROM RECENT SURVEYS, OLD MAPS,
COUNTY CLERK'S RECORDS, ETC.
JULY 1920.



NOTE:— NAMES OF STREETS SHOWN WHERE NO STREETS NOW EXIST ARE THOSE ADVERTISED BY BASTROP CITY COUNCIL IN JUNE, 1920, FOR USE WHEN STREETS ARE EVENTUALLY OPENED IN THESE LOCATIONS.

THE NAMES OF OWNERS OF BUILDING BLOCKS, FARM LOTS AND OTHER ACRES ARE SHOWN ON THIS MAP AS A1, A2, A3, ETC. ARE GIVEN ON BLOCK PLATS WHICH ACCOMPANY THIS MAP. ACRES TRACTS INDICATED HEREON AS C1, C2, C3, ETC., ARE OWNED BY THE CITY OF BASTROP.

Handwritten signature and date:
 [Signature]
 7-12-20

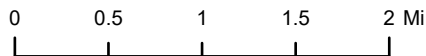


Scale 1:65,000 Current Time: 8/22/2024 11:57 AM



The City of Bastrop, Texas makes no warranties regarding the accuracy or completeness of the information used to compose this map or the data from which it was produced. The map does not purport to depict the boundaries between private and public lands. This map is general in nature and is not suitable for navigational purposes.

2011 - 2024 Annexations



- Current City Limits
- - - ETJ Statutory
- City Limits Oct. 2011
- 2011 Annexation
- 2015 Annexation
- 2017 Annexation
- 2022 Annexation
- 2023 Annexation
- 2024 Annexation
- - - Disannexation

Attachment 1 Location Map



STAFF REPORT

MEETING DATE: September 10, 2024

TITLE:

Conduct a public hearing and consider and act on the first reading of Ordinance No. 2024-30, Adopting the tax roll, adopting the tax rate, and levying ad valorem taxes for the Fiscal Year 2024-2025 to provide revenue for the payment of budgeted municipal expenditures; and providing for tax assessment; records; severability; an effective date; and proper notice and meeting; and move to include on the September 17, 2024, agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Submitted by: Edi McIlwain, Chief Financial Officer

BACKGROUND/HISTORY:

The City Manager presented the proposed budget for FY2024-2025 on July 23, 2024. The City Council held Budget Workshops on July 30th and August 21, 2024, to go over certain details regarding the proposed budget and solicit feedback from City Council.

Ad valorem taxes are made up of two components: (1) operations and maintenance (O&M); (2) interest and sinking fund (I&S). The proposed budget was prepared with an O&M rate of \$0.3032 and an I&S rate of \$0.1962 for a total tax rate of \$0.4994 per \$100 of taxable value. The final budget is prepared with an O&M rate of \$0.3032 and an I&S rate of \$0.1962 for a total tax rate of \$0.4994 per \$100 of taxable value.

Adoption of the tax rate is an important part of the budget process. Adoption of the tax rate per state law must be a separate item on the agenda and occurs after the adoption of the budget.

The State of Texas truth in taxation law requires that the City Council conduct a public hearing on its proposed ad valorem tax rate each year if such rate exceeds the voter-approval tax rate or no-new-revenue tax rate, whichever is lower. The no-new-revenue tax rate and the voter-approval tax rate have been calculated and the Notice of Proposed Tax Rate has been published in the local newspaper and on the City's website and Public Access Channel as required by law. The following table illustrates the proposed tax rate, the voter-approval tax rate, and the no-new-revenue tax rates appropriately split between the I&S and the O&M. The proposed tax rate to be considered is \$0.4994 which is more than the no-new-revenue tax rate.

TAX RATE						
Fiscal Year	Property Tax Rate	No-New-Revenue Tax Rate	No-New-Revenue M&O Tax Rate	Proposed M&O Tax Rate	Voter-Approval Tax Rate	Debt Rate
2024-2025	0.4994	0.5025	0.3061	0.3032	0.5165	0.1962
2023-2024	0.4994	0.4832	0.2985	0.3032	0.5051	0.1962

FISCAL IMPACT:

This item is the annual ad valorem tax assessment for FY 2024-2025.

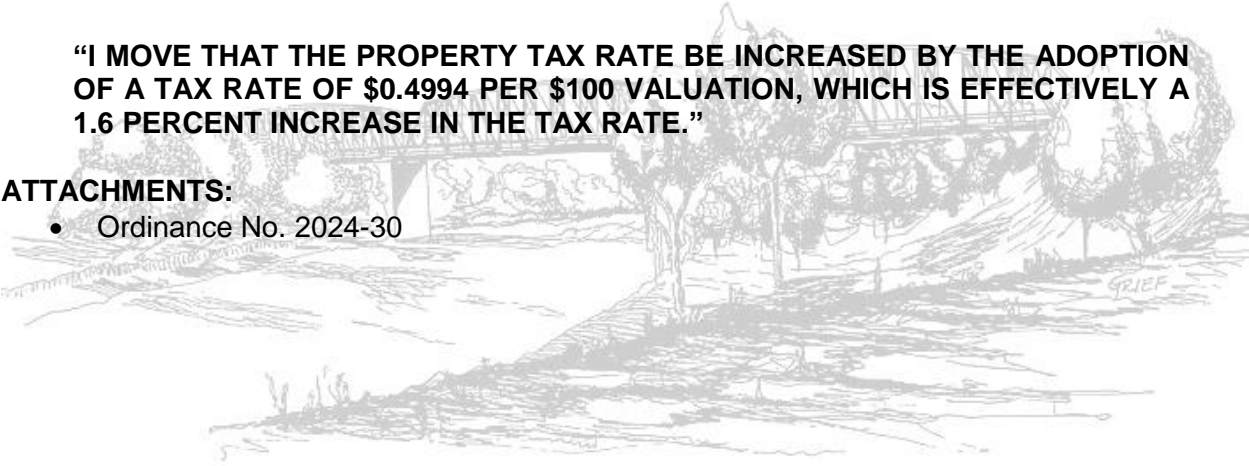
RECOMMENDATION:

Consider action to adopt the ad valorem tax rate. Tax Code requires that the motion be read as follows:

“I MOVE THAT THE PROPERTY TAX RATE BE INCREASED BY THE ADOPTION OF A TAX RATE OF \$0.4994 PER \$100 VALUATION, WHICH IS EFFECTIVELY A 1.6 PERCENT INCREASE IN THE TAX RATE.”

ATTACHMENTS:

- Ordinance No. 2024-30



ORDINANCE NO. 2024-30

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ADOPTING THE TAX ROLL, ADOPTING THE TAX RATE, AND LEVYING AD VALOREM TAXES FOR THE FISCAL YEAR 2024-2025 TO PROVIDE REVENUE FOR THE PAYMENT OF BUDGETED MUNICIPAL EXPENDITURES; AND PROVIDING FOR TAX ASSESSMENT; RECORDS; SEVERABILITY; AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of Bastrop, Texas has on this date, by way of separate Ordinance, duly approved and adopted a Budget for the operation for the City for Fiscal Year 2024-2025 (FY 2024-2025); and

WHEREAS, the aforesaid Ordinance anticipates and requires the levy of an ad valorem tax on all taxable property in the City of Bastrop; and

WHEREAS, the Chief Appraiser of the Bastrop Central Appraisal District has prepared and certified the appraisal roll for the City of Bastrop, Texas, that roll being that portion of the approved appraisal roll of the Bastrop Central Appraisal District which lists property taxable by the City of Bastrop, Texas; and

WHEREAS, the Tax Assessor and Collector of Bastrop County has reviewed the statutory calculations performed by the Chief Financial Officer, the employee designated by the governing body, required by Section 26.04 of the Texas Tax Code. The Chief Financial Officer has published the *no new revenue tax rate*, the *voter approval tax rate*, and an explanation of how they were calculated, and has fulfilled all other requirements for publication as required in Chapter 26 of the Texas Tax Code, in a manner designed to come to the attention of all residents of the City of Bastrop, and those rates have been submitted to the City Council; and

WHEREAS, the City Council has complied with all applicable requirements of the Texas Tax Code and the Texas Local Government Code prior to the setting of the tax rate for said City for the fiscal year beginning on October 1, 2024, and ending on September 30, 2025 (i.e., FY 2024-2025)' and

WHEREAS, it is necessary to levy such an ad valorem tax at a given rate to generate revenues sufficient to meet the projected expenses of the City for FY 2024-2025.

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

Section 1. Tax Roll: The tax roll presented to the City Council, together with any supplements thereto, is hereby accepted and approved.

Section 2. Adoption of Tax Rate: The tax rate of the City of Bastrop, Texas for the tax year FY 2024-2025 shall be, and is hereby set at **\$0.4994** on each one hundred dollars (\$100) of the taxable value of real and personal property not exempt from taxation by the Constitution and laws of this State situated within the corporate limits of the City of Bastrop.

Section 3. Tax Levy: There is hereby levied for the FY 2024-2025 upon all real property situated within the corporate limits of the City of Bastrop, Texas, and upon all personal property that was owned within the corporate limits of the City of Bastrop, Texas, on January 1, 2024, except so much thereof as may be exempt by the Constitution or laws of the State of Texas, a total tax of **\$0.4994** on each \$100 of assessed valuation on all taxable property, which total tax herein so levied shall consist and be comprised of the following components:

- a) **General Fund.** An ad valorem tax rate of \$0.3032 on each \$100 of assessed valuation of all taxable property is hereby levied for general municipal purposes and to pay the current operating expenses of the City of Bastrop, Texas, for the Fiscal Year ending September 30, 2025, which tax, when collected shall be appropriated to and for the credit of the General Fund of the City of Bastrop, Texas.
- b) **General Debt Service Fund:** An ad valorem tax rate of \$0.1962 on each \$100 of assessed valuation of all taxable property is hereby levied for the purpose of creating an Interest and Sinking Fund with which to pay the interest and principal of the valid bonded indebtedness, and related fees of the City of Bastrop, now outstanding and such tax, when collected, shall be appropriated and deposited in and to the credit of the General Debt Service Fund of the City of Bastrop, Texas, for the fiscal year ending September 30, 2025.

Section 4. Texas Tax Code Statement: In accordance with Section 26.05 of the Texas Tax Code, the City Council hereby states that:

THE TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEARS TAX RATE.

Section 5. Assessment and Lien: The Bastrop County Tax Assessor Collector is hereby authorized to assess and collect the taxes of said City employing the above tax rate. All taxes shall become a lien upon the property against which assessed, and the Bastrop County Tax Assessor Collector for and on behalf of the City of Bastrop shall by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest; and the penalty and interest collected from such delinquent taxes shall be appropriated for the general fund of the City of Bastrop.

Section 6. Expenditures and General Fund: Revenue collected pursuant to this Ordinance shall be expended as set forth in the City of Bastrop's FY 2024 - 2025 Annual Budget, as may be amended, and all revenue collected that is not specifically appropriated shall be deposited in the General Fund.

Section 7. Records: The City of Bastrop shall keep accurate and complete records of all monies collected under this Ordinance and the purposes for which same are expended.

Section 8. Severability: Should any paragraph, sentence, provision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance, as a whole, or any part or provision thereof, other than the part or parts adjudged to be invalid, illegal, or unconstitutional.

Section 7. Repealer: All other ordinances and provisions in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency and all other provisions of the Code of Ordinances not in conflict herewith shall remain in full force and effect.

The repeal of any ordinance or parts thereof by the enactment of this Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; nor shall it have the effect of discontinuing, abating, modifying, or altering any penalty accruing or to accrue, nor as affecting any rights of the City of Bastrop under any section or provision of any ordinances at the time of passage of this Ordinance.

Section 9. Effective Date: This Ordinance shall be in full force and effect from and after its date of adoption by the City Council and publication of its caption as the law and the City of Bastrop’s Charter provide in such cases.

Section 10. Open Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was conducted in compliance with the Open Meetings Act, Texas Government Code, Chapter 551, as may have been modified by any applicable emergency orders.

CONSIDERED and APPROVED on First Reading on the 10th day of September 2024, by the following motion:

"I MOVE THAT THE PROPERTY TAX BE INCREASED BY THE ADOPTION OF A TAX RATE OF \$0.4994 PER \$100 VALUATION, WHICH IS EFFECTIVELY A 1.6 PERCENT INCREASE IN THE TAX RATE."

Mayor Pro Tem John Kirkland YEA___ NAY___ ABSTAIN___ ABSENT___

Council Member Cynthia Meyer YEA___ NAY___ ABSTAIN___ ABSENT___

Council Member Cheryl Lee YEA___ NAY___ ABSTAIN___ ABSENT___

Council Member Kerry Fossler YEA___ NAY___ ABSTAIN___ ABSENT___

Council Member Kevin Plunkett YEA___ NAY___ ABSTAIN___ ABSENT___

CONSIDERED and ADOPTED on Second Reading on the 17th day of September 2024, by the following motion:

"I MOVE THAT THE PROPERTY TAX BE INCREASED BY THE ADOPTION OF A TAX RATE OF \$0.4994 PER \$100 VALUATION, WHICH IS EFFECTIVELY A 1.6 PERCENT INCREASE IN THE TAX RATE."

Mayor Pro Tem John Kirkland YEA___ NAY___ ABSTAIN___ ABSENT___

Council Member Cynthia Meyer YEA___ NAY___ ABSTAIN___ ABSENT___

Council Member Cheryl Lee YEA___ NAY___ ABSTAIN___ ABSENT___

Council Member Kerry Fossler YEA___ NAY___ ABSTAIN___ ABSENT___

Council Member Kevin Plunkett YEA___ NAY___ ABSTAIN___ ABSENT___

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: September 10, 2024

TITLE:

Conduct a public hearing for the Fiscal Year 2024-2025 Budget and consider and act on the first reading of Ordinance No. 2024-29, Adopting a budget for the Fiscal Year 2024-2025 (October 1, 2024 through September 30, 2025) attached as Exhibit A; making certain appropriations; and providing that expenditures for said Fiscal Year be made in accordance with said budget; updating the Master Fee Schedule; providing a distribution; severability; repealer; an effective date; proper notice and meeting; and move to include on the September 17, 2024 agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Submitted by: Edi McIlwain, Chief Financial Officer

BACKGROUND/HISTORY:

The City Manager presented the Proposed Budget for FY2025 on July 23, 2024. The City Council held Budget Workshops on July 30th and August 21, 2024, to go over the budget in more detail and ask any questions of the City Manager and Chief Financial Officer.

Council reached consensus on changes to the proposed budget during the August 21st workshop:

- Community Support funding – Some additional funding added for Friendship Baptist Church and Dance Troupe-Celebrate Sister Moses Project - \$34,500
- Added a parks employee (reduced by 4 part time employees) – net \$25,800
- Increases made to community events: BooBash, Wassail Fest, Christmas Tree Lighting, and Merry on Main, and parade route changes - \$28,000
- Replacing ClearGov with OpenGov Software - \$75,000
- Police cars – reducing police cars from 8 to 10 \$32,300 savings
- Kerr Community Center repairs - \$40,000 (HOT Fund)

All changes and recommendations from the August 21, 2024 workshop have been incorporated into this final version.

Section 6.05 of the City Charter states: “After public hearing, the Council shall analyze the budget, making any additions or deletions considered appropriate, and shall, at least three (3) days prior to the beginning of the fiscal year, adopt the budget by a favorable vote.”

Since the Charter requires two readings for an Ordinance to be effective, the second reading of this Ordinance adopting the budget for FY 2024-2025 will be on September 17, 2024, at the regular scheduled Council meeting.

FISCAL IMPACT:

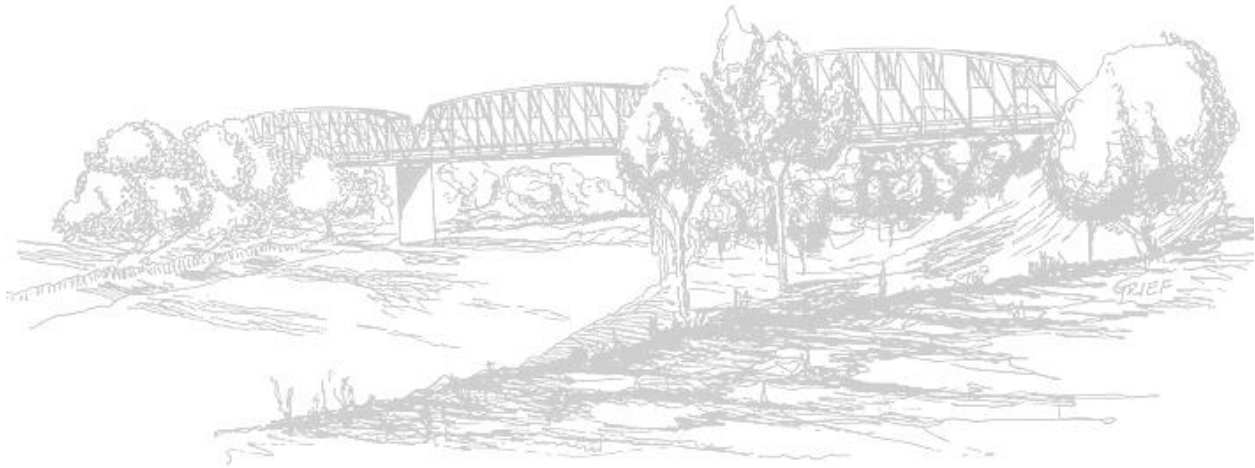
All funds

RECOMMENDATION:

Staff recommends approval of the first reading of Ordinance No. 2024-29 of the City Council of the City of Bastrop, Texas adopting a budget for the Fiscal Year 2024-2025 (October 1, 2024 through September 30, 2025) attached as Exhibit A; making certain appropriations; and providing that expenditures for said Fiscal Year be made in accordance with said budget; updating the Master Fee Schedule; providing a distribution; severability; repealer; an effective date; proper notice and meeting; and move to include on the September 17, 2024 agenda for a second reading.

ATTACHMENTS:

- Ordinance No. 2024-29
- Exhibit A – Annual Budget for FY2024-2025 (*Budget document added*)



ORDINANCE NO. 2024-29

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ADOPTING A BUDGET FOR THE FISCAL YEAR 2024-2025 (OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025), ATTACHED AS EXHIBIT A; MAKING CERTAIN APPROPRIATIONS; AND PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR BE MADE IN ACCORDANCE WITH SAID BUDGET; UPDATING THE MASTER FEE SCHEDULE; PROVIDING A DISTRIBUTION; SEVERABILITY; REPEALER; AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Manager and staff have prepared and filed with the City Secretary a proposed budget for the operation of the City during Fiscal Year 2024-2025; and

WHEREAS, the City Manager of the City of Bastrop has submitted to the Mayor and City Council a proposed budget of the revenues and expenditures/expenses of conducting the affairs of said City and providing a complete Financial Plan for Fiscal Year beginning October 1, 2024, and ending September 30, 2025; and

WHEREAS, the City Council on September 10, 2024, conducted a public hearing to receive input from citizens of the City concerning the content of the budget, and for which notice were duly posted in a newspaper of general circulation in the county in which the municipality is located; and

WHEREAS, the City has acknowledged that this budget will raise more total property taxes than last year's budget by \$432,609 or 5%, and of that amount \$313,977 is tax revenue to be raised from new property added to the tax roll this year; and

WHEREAS, the City Council having considered the proposed budget and minor changes, at length, and having provided input in its preparation, has determined that the proposed budget and the revenues and expenditures contained therein are in the best interest of the City and, therefore, the City Council desires to approve and adopt the budget by formal action; and

WHEREAS, pursuant to the statutory authority granted by the City of Bastrop Home Rule Charter, Section 6.06, this budget shall constitute the official appropriations of proposed expenditures for the Fiscal Year 2024-2025 and shall constitute the basis of the official levy of the property tax as the amount of tax to be assessed and collected for that tax year; and

WHEREAS, the City Council is authorized to adopt the proposed budget pursuant to the statutory authority granted by Texas Local Government Code Chapter 102.

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

Section 1. Budget Adopted: The proposed budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025, as submitted to the City Council by the City Manager, attached hereto as Exhibit "A," for all purposes is hereby approved and adopted as the City's budget of all revenue and expenditures/expenses of the City of Bastrop, Texas for Fiscal Year 2024-2025.

Section 2. Appropriation: The sum of ninety-five million, four hundred and twenty-eight thousand, one hundred fifty-seven U.S. Dollars (\$95,428,157) is hereby appropriated for the City's FY2024-2025 Budget. Further, these funds are for payment of operating, capital, and debt service expenses associated with the operation and administration of the City, according to the various purposes and intents described in the FY 2024-2025 budget document.

Section 3. Distribution: Upon final approval, the budget adopted by this Ordinance shall be filed with the Office of the City Secretary and posted on the City's website in accordance with Texas Local Government Code Chapter 102. The budget shall also be printed, or otherwise reproduced, and sufficient copies shall be made available for the use of all offices and agencies and for the use of interested persons and civic organizations in accordance with City of Bastrop Home Rule Charter Section 6.09.

Section 4. Fee Schedule: This Ordinance establishes the administrative fees the City is authorized to impose and collect for providing certain services or processing certain requests for approval. Other specific fees may be imposed by other ordinances of the City or state law. The absence of any certain fee from the Master Fee Schedule, Appendix A of the City of Bastrop Code of Ordinances, shall not be interpreted to preclude assessment and collection of that fee by the City.

Section 5. Severability: Should any paragraph, sentence, provision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance, as a whole, or any part or provision thereof, other than the part or parts adjudged to be invalid, illegal, or unconstitutional.

Section 6. Repealer: All other ordinances and provisions in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency and all other provisions of the Code of Ordinances not in conflict herewith shall remain in full force and effect. The repeal of any ordinance or parts thereof by the enactment of this Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; nor shall it have the effect of discontinuing, abating, modifying, or altering any penalty accruing or to accrue, nor as affecting any rights of the City of Bastrop under any section or provision of any ordinances at the time of passage of this Ordinance.

Section 7. Effective Date: This Ordinance shall be in full force and effect from and after its date of adoption by the City Council and publication of its caption as the law and the City of Bastrop's Charter provide in such cases.

Section 8. Open Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was conducted in compliance with the Open Meetings Act, Texas Government Code, Chapter 551, as may have been modified by any applicable emergency orders.

CONSIDERED and APPROVED on First Reading on the 10th day of September 2024, by the following motion:

"I MOVE THAT THE CITY COUNCIL ADOPT THE BUDGET AS PRESENTED."

Mayor Pro Tem John Kirkland YEA___ NAY___ ABSTAIN___ ABSENT___

Council Member Cynthia Meyer YEA___ NAY___ ABSTAIN___ ABSENT___

Council Member Cheryl Lee YEA___ NAY___ ABSTAIN___ ABSENT___

Council Member Kerry Fossler YEA___ NAY___ ABSTAIN___ ABSENT___

Council Member Kevin Plunkett YEA___ NAY___ ABSTAIN___ ABSENT___

CONSIDERED and ADOPTED on Second Reading on the 17nd day of September 2024, by the following motion:

"I MOVE THAT THE CITY COUNCIL ADOPT THE BUDGET AS PRESENTED."

Mayor Pro Tem John Kirkland YEA___ NAY___ ABSTAIN___ ABSENT___

Council Member Cynthia Meyer YEA___ NAY___ ABSTAIN___ ABSENT___

Council Member Cheryl Lee YEA___ NAY___ ABSTAIN___ ABSENT___

Council Member Kerry Fossler YEA___ NAY___ ABSTAIN___ ABSENT___

Council Member Kevin Plunkett YEA___ NAY___ ABSTAIN___ ABSENT___

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



City of Bastrop FY2025 Budget



Proposed Version - 7/21/2024

Last updated 08/21/24



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INTRODUCTION

ANNUAL OPERATING BUDGET FY 2024-2025

City Council Record Vote

The members of the governing body voted on the adoption of the budget as follows:

John Kirkland, Mayor Pro-Tem-
 Kerry Fossler-
 Cynthia Meyer-
 Cheryl Lee-
 Kevin Plunkett-

“This budget will raise more revenue from property taxes than last year’s budget by an amount of \$432,609 which is a 5% increase from last year’s budget. The property tax revenue to be raised from new property added to the tax roll this year is \$313,977”.

TAX RATE

Fiscal Year	Property Tax Rate	No-New-Revenue Tax Rate	No-New-Revenue M&O Tax Rate	Proposed M&O Tax Rate	Voter-Approval Tax Rate	Debt Rate
2023-2024	0.4994	0.4832	0.2985	0.3032	0.5051	0.1962
2024-2025	0.4994	0.5025	0.3061	0.3032	0.5165	0.1962

Municipal Debt Obligations - Principle & Interest

Tax Supported	Revenue Supported	Total
\$33,565,800	\$135,880,838	\$169,446,638

The City will issue bonds in the amount of \$36,845,000 before the end of the FY 2024. These will be revenue supported bonds and is not reflected in this total.

Community Profile



Known as the “Heart of the Lost Pines,” Bastrop, Texas, is a unique community that couples historic small-town charm with big-city amenities and an exceptional quality of life. The City covers approximately 9.4 square miles and is the county seat of Bastrop County. Bastrop is strategically and centrally located on State Highway 71, with convenient access to Austin-Bergstrom International Airport, and within an easy distance of three major metropolitan areas. With Austin just 30 miles to the west, Houston two hours southeast, and San Antonio one and a half hours to the southwest, Bastrop is in an advantageous position for cultural and economic development.

Embracing the Future

Today, this dynamic city is growing at an unprecedented pace. With a current population of approximately 11,739, Bastrop proudly preserves its historic past while embracing the challenges of modern-day growth and economic needs. The 2020 census showed the City of Bastrop’s population increased 34.2% from the previous census in 2010. It is estimated the City will have grown an additional 25% since 2020. The City has already outpaced the projected 2020 population of 9,383. The City has approximately 18 square miles under annexation agreements and an additional 145 square miles of extraterritorial jurisdiction. Industries are continuing to develop in and around the Bastrop area, creating a bigger demand for housing and retail. The growth of the east Austin corridor continues to spill over into Bastrop, the population estimates show a population increase of 120,901 by 2030.

Experience

Bastrop's tranquil setting amid the natural beauty of Central Texas' Lost Pines region includes extensive Colorado River frontage and abundant outdoor recreational opportunities. The Colorado River runs through Bastrop and is perfect for kayaking, canoeing, and fishing. The El Camino Real Paddling Trail is about six miles long and runs from Fisherman's Park to a take-out point near Tahitian Village. During FY 2020, the city executed a lease agreement to a kayaking outfitter for use of a small portion of Fisherman's Park to enhance the use of this recreational asset. Bastrop was one of four inaugural cities certified by Texas Parks and Wildlife as a Bird City, along with Dallas, Houston, and Port Aransas.

Other nearby attractions include three golf courses, two state parks, a nature preserve, Lake Bastrop, and the world-renowned Hyatt Regency Lost Pines Resort, which draws many tourists from all over the world who were previously unaware of this charming town.

Annually, Bastrop plays host to numerous events, such as the Big Bang, Homecoming & Rodeo, Table on Main, Veteran's Day Car Show, Corvette Invasion, Bastrop Music Festival, Juneteenth Celebration, and Lost Pines Christmas, which includes a Lighted Parade, River of Lights, and Historic Homes Tour. In February 2024 Bastrop hosted the inaugural Mardi Gras celebration, which was a huge success.

Downtown Bastrop is the soul of the community and features culinary delights from homestyle fare to fine dining, a distillery, breweries, a winery, gift shops, multiple live music venues and the Governor's office's new Music Friendly Community designation, and riverfront views, all nestled around a historic, and picturesque Main Street.

The City of Bastrop is proud to support three Cultural Assets that provide arts, cultural, historical, and tourism-related offerings to the community. The Museum and Visitor Center of the Bastrop County Historical Society is an elegant journey into Bastrop's storied past and also serves as a Visitor Center, welcoming travelers and guests. The Museum received several awards this year, including the John L. Nau III Award of Excellence in Museums for its achievements in historical interpretation, museum education, collection conservation and community involvement. It was chosen out of over 1,000 other museums. The Bastrop Opera House produces live theater just like it was when it began in 1889, performing musicals, plays, Shakespeare, and concerts to sellout crowds of locals and visitors. The Opera House received numerous awards this year, including favorite local theater in the Austin area, beating our larger venues in Austin and the surrounding area. The Opera House swept 14 of the 19 awards at the Broadway World Awards! The Lost Pines Art Center and the recently opened Found Fine Art on Chestnut bring art to life with glassblowing, sculpture, and other immersive experiences.

Employment

As part of a greater metro area of more than 2 million people, Bastrop has experienced tremendous economic growth and is poised for future growth and development. Major area employers include Bastrop Independent School District, Hyatt Regency Lost Pines Resort, Bastrop County, Bluebonnet Electric Co-op, Walmart, Bastrop Federal Correction Institute, and H.E.B. Food Stores.

Education

Area students are served by Bastrop Independent School District, which has an enrollment of over 13,000, and is projected to have approximately 20,000 in the district by 2033. One of the largest geographically in the state of Texas, Bastrop ISD's boundary covers an area of nearly 450 square miles and includes the communities of Bastrop, Cedar Creek, Red Rock, Rockne, Paige, and vast rural areas of Bastrop County.

Area private and charter schools include Calvary Episcopal School serving children from Pre-K through 6th grade, Good Shepherd Lutheran School offering a faith-based education up to 4th grade, Founders Classical Academy and Compass Rose Harvest serving K through 12th grade.

Six colleges and universities are within an hour's drive of Bastrop: Austin Community College, University of Texas, St. Edward's University, Concordia University, Texas A&M, and Texas State University.

Public Safety

To say that the City of Bastrop is proud of its Police and Fire Departments would be a vast understatement. The community has experienced the hardship of multiple FEMA declared disasters in the last 10 years, but every time, our first responders have proven their dedication and excellence in their service. This budget year continues a focus of adding additional personnel to the police department to cover the expanding needs of the rapid growth around Bastrop. The Police Chief has restructured the department to create a more responsive and resident-driven mission. The new Police mascot, Blue, has won the hearts of children he interacts with!



Population Overview



TOTAL POPULATION

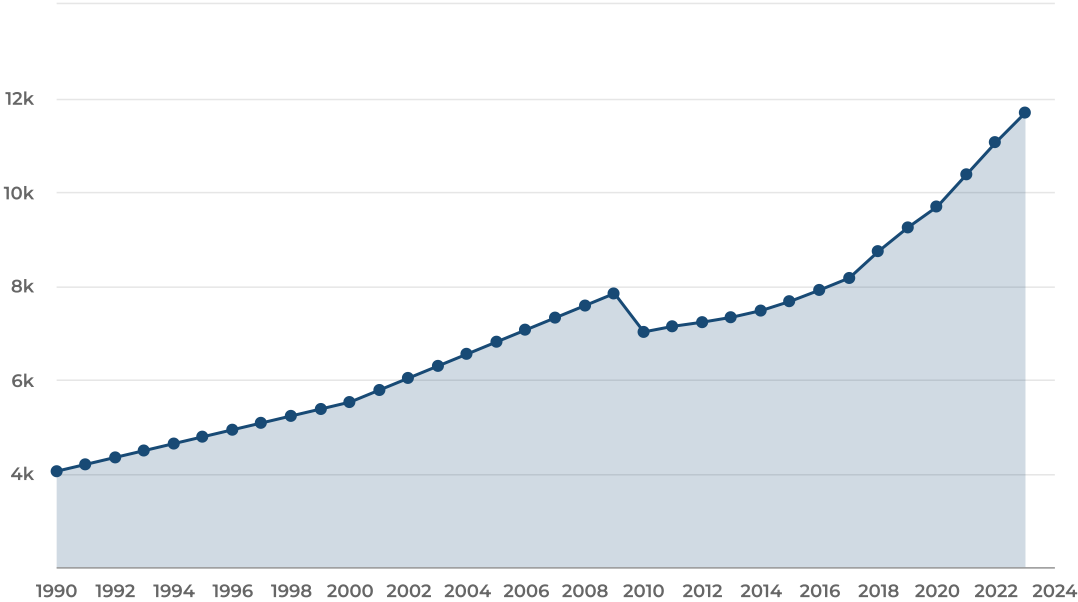
11,690

▲ 5.7%
vs. 2022

GROWTH RANK

5 out of **1222**

Municipalities in Texas



* Data Source: Client entered data for year 2023



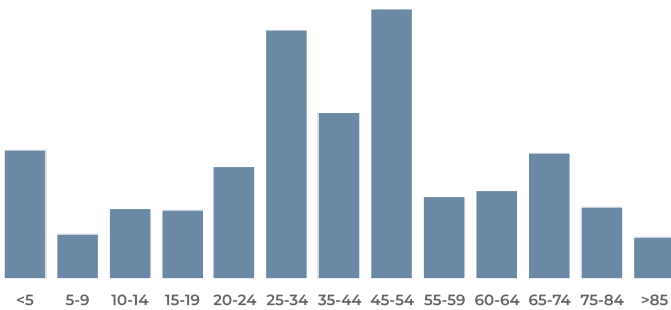
DAYTIME POPULATION

13,718

Daytime population represents the effect of persons coming into or leaving a community for work, entertainment, shopping, etc. during the typical workday. An increased daytime population puts greater demand on host community services which directly impacts operational costs.

* Data Source: American Community Survey 5-year estimates

POPULATION BY AGE GROUP



Aging affects the needs and lifestyle choices of residents. Municipalities must adjust and plan services accordingly.

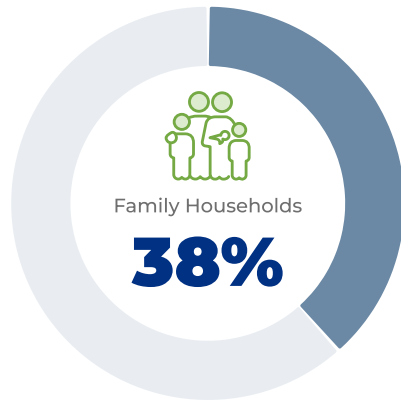
* Data Source: American Community Survey 5-year estimates

Household Analysis

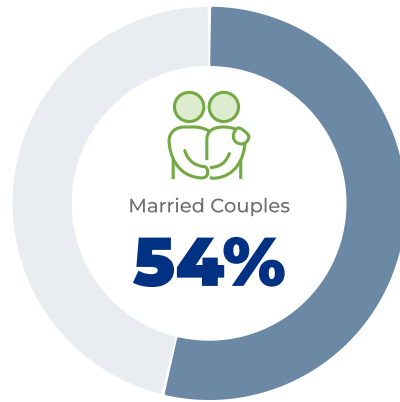
TOTAL HOUSEHOLDS

4,156

Municipalities must consider the dynamics of household types to plan for and provide services effectively. Household type also has a general correlation to income levels which affect the municipal tax base.



▼ **23%**
lower than state average



▲ **7%**
higher than state average



▲ **19%**
higher than state average

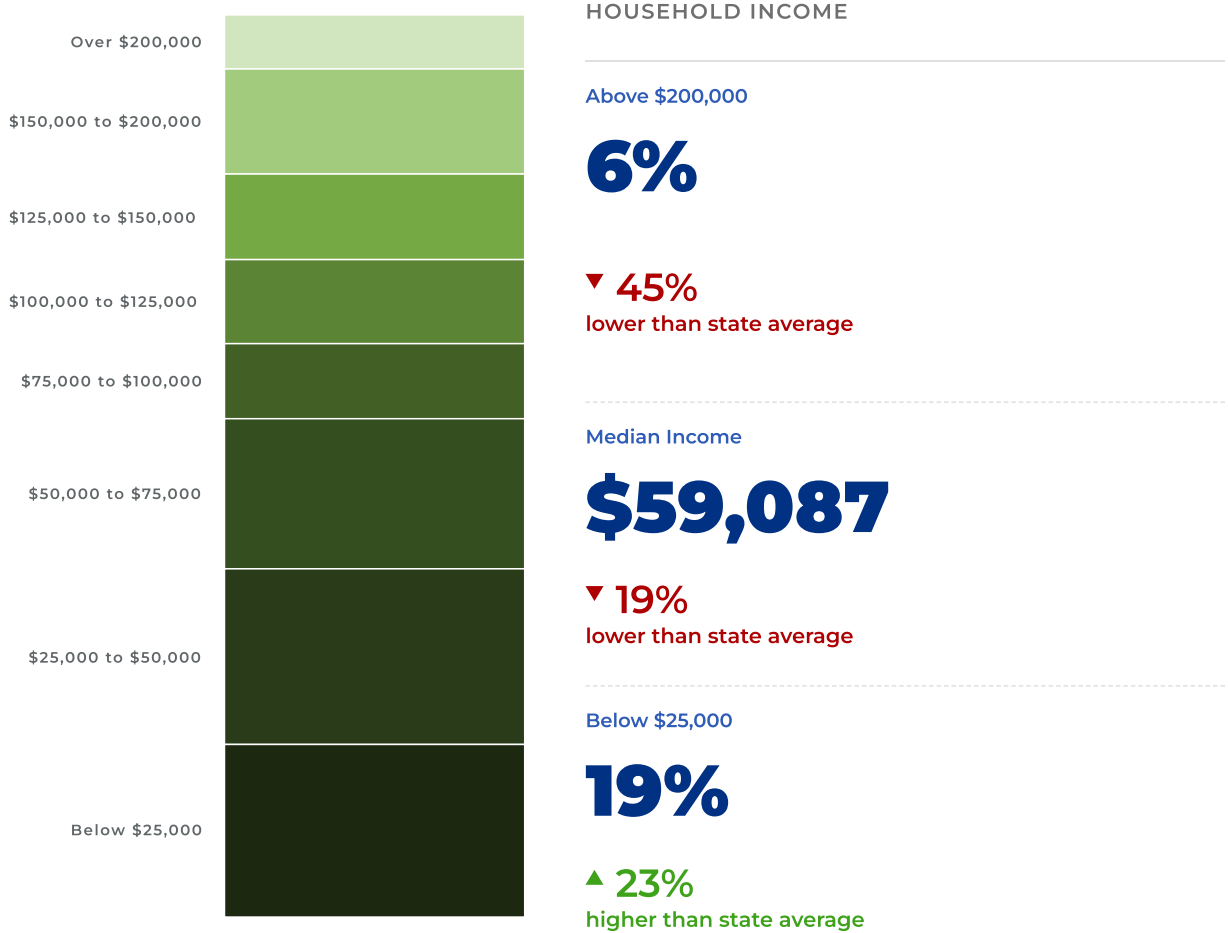


▲ **117%**
higher than state average

* Data Source: American Community Survey 5-year estimates

Economic Analysis

Household income is a key data point in evaluating a community's wealth and spending power. Pay levels and earnings typically vary by geographic regions and should be looked at in context of the overall cost of living.

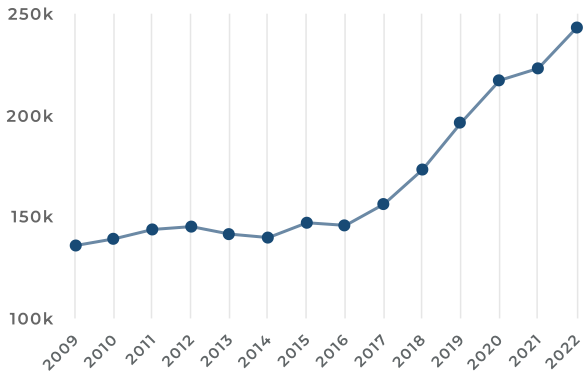


* Data Source: American Community Survey 5-year estimates

Housing Overview



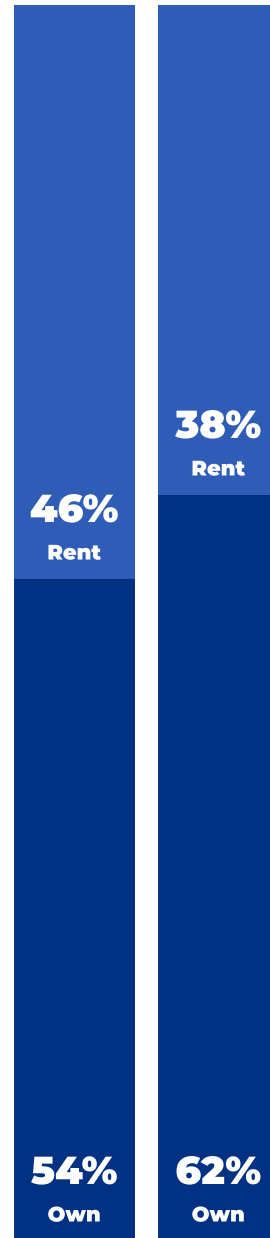
2022 MEDIAN HOME VALUE
\$243,200



* Data Source: 2022 US Census Bureau (<http://www.census.gov/data/developers/data-sets.html>), American Community Survey. Home value data includes all types of owner-occupied housing.

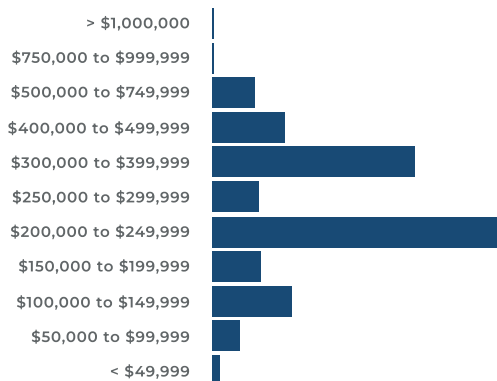
HOME OWNERS VS RENTERS

Bastrop State Avg.



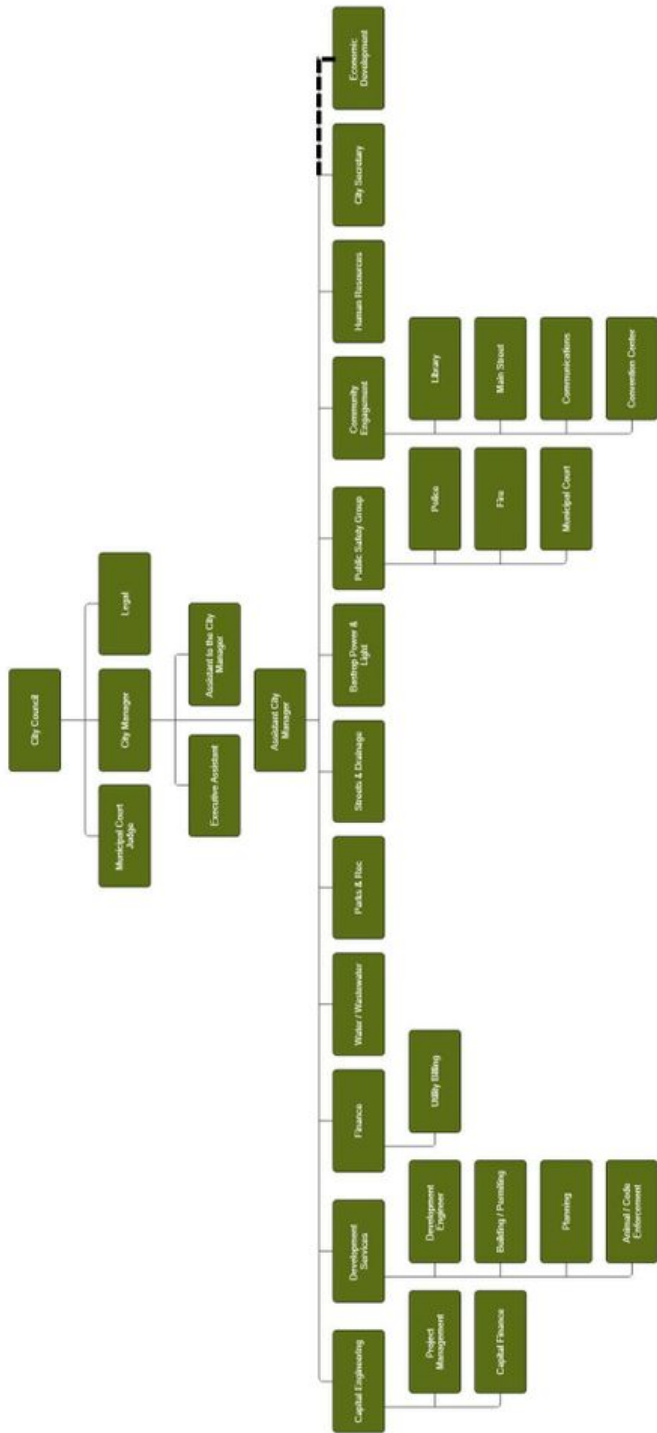
* Data Source: 2022 US Census Bureau (<http://www.census.gov/data/developers/data-sets.html>), American Community Survey. Home value data includes all types of owner-occupied housing.

HOME VALUE DISTRIBUTION



* Data Source: 2022 US Census Bureau (<http://www.census.gov/data/developers/data-sets.html>), American Community Survey. Home value data includes all types of owner-occupied housing.

CITIZENS



CITY OF BASTROP ORGANIZATIONAL CHART

Fund Structure

Share Costs: The Enterprise Funds and the Hotel Occupancy Tax Fund transfer funds to the General Fund for the cost of shared functions including: Information Technology, Building Maintenance, Human Resources, Finance, City Manager, Community Engagement, Communications, and City Council. The transfer is represented as a reduction in expenses within the General Fund.



BUDGET OVERVIEW

Welcome to the FY 2025 Budget

The City Manager is pleased to present the Proposed FY 2025 Budget for the City of Bastrop. The proposed budget is the result of hard work from each city department, careful review, analysis, and organization by the Finance Department, and a productive pre-budget work session with the City Council on July 2nd of this year.

This budget is a change in the fiscal environment and is reflected in minimal projects or new initiatives planned. Increasing interest rates and market volatility have slowed commercial development significantly. As a result, Ad Valorem and Sales Tax increases combined, show an overall increase of \$562,335, and are not indicative of the explosive growth felt in Bastrop County or central Texas.

Last year we implemented a new citizen engagement platform called the Balancing Act. This platform allowed the citizens to weigh in on base budget increases, giving the City Manager and City Council data as they work through balancing the General Fund. This year, the tool will be launched after the initial budget is presented to the City Council.

	Amount
Revenue	
Ad Valorem	\$260,865
Sales Tax	\$301,770
Expenditures	
Police Department - 2 additional officers	\$170,302
Cost of Living Adjustment (COLA)	501,675

Although minimal, the Ad Valorem tax revenue has increased in this budget, at a .62% decrease over the No-new-revenue rate, and is a function of increased valuations as opposed to an increase in the City's tax rate.

The theme of the FY 2025 budget was to continue to improve our standing as an employer of choice, which means we ensure the competitiveness of the compensation package, aggressively recruit towards a diverse candidate pool, and are thoughtful about how we use in-house vs. contracted resources. We are still seeing position vacancies due to employees leaving for better opportunities. At the time of this budget, there were 12 vacancies. This budget addresses some of the road blocks to recruitment, including retirement plans and wage levels. There is a 3.3% COLA and a 2.5% merit (STEP) increase included. In FY 2023, the City contributed a large one-time payment to Texas Municipal Retirement System (TMRS) to move the City closer to a plan change from 6% to 7% employee contribution with a 2:1 employer contribution. The FY 2024 budget included an increase in retirement contributions, taking the employer contribution percentage to 14%. The proposed FY2025 budget includes a change from a 25-year retirement plan to a 20-year retirement plan to match surrounding cities. This will help with recruiting and retention of employees.

Additionally, the emphasis on public safety continues with 2 additional officers added to the overall compliment.

Lastly, sticking to basics, the budget also puts emphasis on streets and drainage. The residents recently voted to reduce the 1/2 cent sales tax allocated to the Bastrop Economic Development Corporation to 1/8th of a cent. The remaining 3/8th of a cent has been allocated to the maintenance of existing streets. This amounts to \$3.3M of revenue now solely dedicated to existing to that.

Bastrop City Council

FOCUS AREAS

Communication

Support and enhance open two-way communication between the City and its residents and businesses.

Community Safety

Keep citizens, businesses, and visitors safe.

Economic Vitality

Create sustainability by leveraging tourism, infrastructure renewal, and investment; enhancing public/private partnerships; efficient planning and development processes; and fostering an inclusive and diverse environment that encourages entrepreneurial ventures.

Fiscal Responsibility

Prepare and manage budget; fiduciary responsibility.

Manage Growth

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

Multi-Modal Mobility

Improved mobility for all modes of transportation; manage traffic congestion.

Organizational Excellence

Continually improve operations to achieve greater efficiencies and effectiveness through improved customer service for residents and businesses.

Uniquely Bastrop

Maintain and enhance our historic community feel by leveraging the unique combination of community, parks, cultural and recreational assets that make Bastrop a special place to live and work.

Unique Environment

Continue beautification of natural areas, green spaces, and the river.



Capital Plan & FY 2025 Capital Budget

The City Manager advised the Council that there would be no major Capital Improvement Projects added to the budget until such time as existing projects are completed, with the exception of the Old Iron Bridge project which was approved in the FY 24 budget. The five-year capital plan is updated annually, as project scopes are refined and estimates are adjusted. The annual capital budget reflects the yearly appropriation as authorized by the City Council. The City plans for the long-term, while budgets are approved one year at a time.

PROJECTS	EST. AMT
Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities	\$74,765,004
Wastewater Treatment Plant #3 (Phase II - Preliminary Study)	\$371,118
Agnes St. Extension (Design & Construction)	\$5,275,000
Blakey Lane Extension (Design & Construction)	\$7,358,485
Cemetery Improvements - Section 9 Development (Design & Construction)	\$850,000
Old Iron Bridge Assessment	\$1,129,222
FM 969 Wastewater Line Extension	\$3,200,000
SH 71 Pipe Bursting Project	\$800,000
Westside Water Service Expansion	\$22,000,000
Street Repair/Street Maintenance	\$2,000,000
Water Street Repairs	\$2,000,000
Wastewater Treatment Plant #1 & 2 Rehabilitation	\$2,000,000

CO, Series 2024 Bond Issuance

The Capital Improvement Plan includes projects that will need to be funded through the issuance of debt. There is a proposed \$15,000,000 bond issuance included in the General Fund Debt Service Fiscal Forecast. The projects being considered for funding with this issuance are:

- Priority - Old Iron Bridge (\$15M)
- Secondary - Gills Branch (\$15M) if the grant is not awarded;
-

The Capital Improvement Plan includes projects that will need to be funded through the issuance of debt. The large projects such as the Wastewater Treatment Plant and the Water Plant are multiyear projects. The Finance Department along with our Financial Advisor use a rate model and project the issuance of bonds only as we need the funds. This spreads out the impact on rates and allows development to contribute more to the project. We have seen a significant increase in project costs just within the last year. As these projects are bid, this rate model will be updated and projected rate increases will be brought to City Council. There is a proposed \$36,845,000 bond issuance included in the Water/Wastewater Debt Service Fund Fiscal Forecast. The projects included in this issuance are:

PROJECTS	EST. AMT
XS Ranch Water Plant - Construction	\$32,846,152
Val Verde	\$2,200,000
Pearl River	\$800,000
Aqua CCN Payments	\$998,000

Fiscal Forecast

There are important assumptions driving both the General Fund fiscal forecast and the proposed FY 2025 General Fund budget. Those assumptions include

- 3.5% annual sales tax
- City-wide adjustment to the pay scale is 3.3% (an additional 2.5% step increase on anniversary). All future years are at 3.5% total.
- Significant steps toward achieving a 20 year retirement plan in the Texas Municipal Retirement System. No additional changes in future years.
- No significant increase in health insurance rates in this fiscal but a planned 12% increase for FY 26.

The General Fund is projected to be structurally balanced for each of the next five years, which means recurring revenues exceed recurring expenses for each of those years. The general fund is also projected to meet the 25% fund balance reserve requirement for each of those years.

The Debt Service Fund is forecast to issue debt based on available capacity within this debt rate to fund the Old Iron Bridge rehabilitation. The forecast shows a \$15M issue in FY 2024.

The Water/Wastewater Fund is structurally balanced, as the reduced fund balance is the result of significant cash funding for capital projects in FY 2023 and FY 2024. A base water rate increase of \$5 is proposed for FY 2025 as part of an overall debt model that was developed more than 5 years ago.

The Bastrop Power and Light Fund is projected to be structurally balanced for each of the next five years. The goal of a reduced transfer to the General Fund did not occur in FY 2025 with \$650,000 programmed to be transferred to the General Fund, an increase of \$50,000. The forecast shows the fund staying over the 35% reserve fund balance requirement.

The Hotel Occupancy Tax Fund reflects additional expenses for more adequate staff support for the Convention Center and other tourist related operations and maintenance activities. The proposed reduction to the Visit Bastrop Budget to 35% vs prior years 50% has balanced the fund and also provided the community assets with the requested funds in FY 25.

The Type B Fund forecast is significantly reduced after the voter approved reduction. The fund is solvent, and if desired, can still cash fund some capital projects as needed.

Proposed Fee Changes

General Fund

In preparation of the budget, all fee schedules were reviewed. There are no general fee changes being proposed.

Water/Wastewater Fund

The water base rate fee of 1.5" meters and greater is being increased. This is explained further in the Water/Wastewater Fund pages. There is also a water base fee increase of \$5.00.

Development Services Fund

Various Building Regulation fees were updated and are red-lined in the Master Fee Schedule attached as a part of this budget document. There is the addition of a Plan Review fee for commercial and residential, and increase in the inspection and reinspection fees. Now that this department has brought building inspection and review in-house, these fee updates are to make sure we are covering all of our costs. There is a new fee proposed for a Short-Term Rental registration. This is important for public safety reasons, making sure we know where visitors might be staying during an emergency event. If Council does not approve the policy or fee, it would be removed from the budget.

Total Burden on Taxpayer

The chart below reflects the total amount of increase on the average taxpayer.

Description	Annual Amount
Ad Valorem (Average Taxable Homestead)	\$98.00
Water Base Fee	\$5.00
Solid Waste (Residential service & recycling)	\$0.00
TOTAL	\$103.00

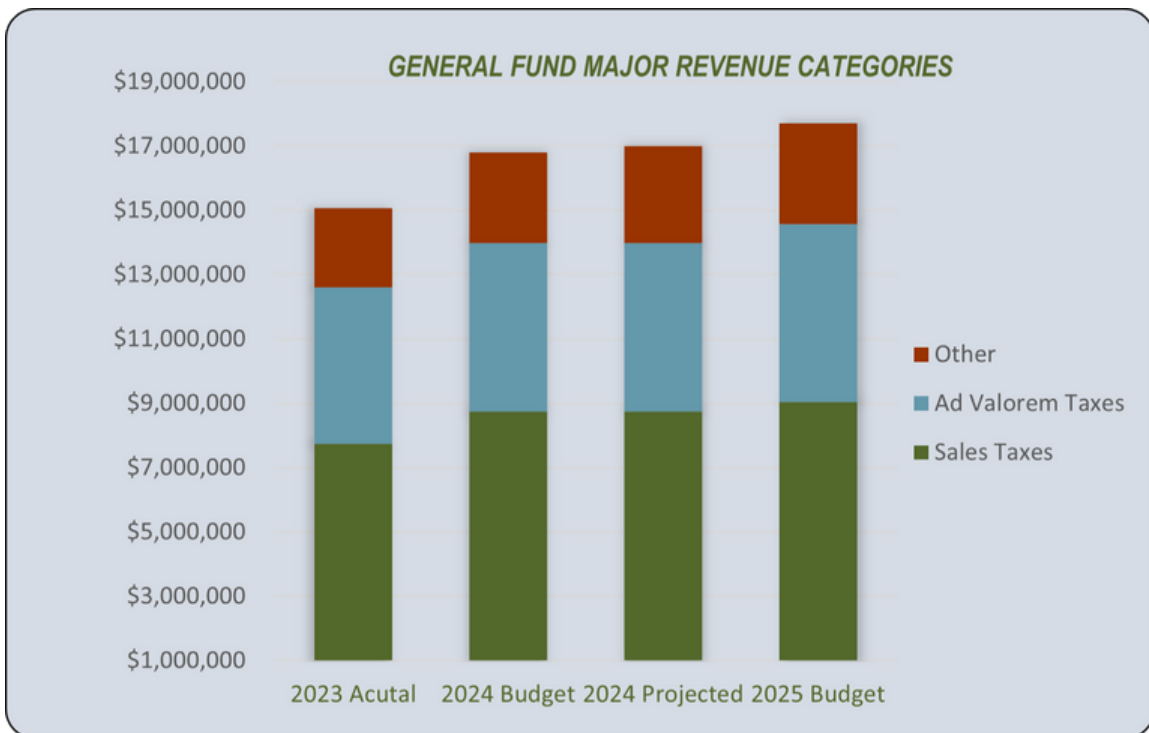
FY 2025 Budget in Brief

All Funds

The City of Bastrop is proposing \$73,116,234 of revenue in FY 2025, which represents a 1.8% decrease over the FY 2024 budget amount of \$74,490,890. Budgeted operating expenditures are proposed to decrease by 23.2% to \$93,263,860 in FY 2025. The excess expenditure over revenue is due to capital projects that are using available fund balance in bond funds

General Fund

The City of Bastrop is proposing \$17,755,380 of revenue in FY 2025, which represents a 4.2% increase over the FY 2024 projected amount of \$16,987,032 and 5% over the FY 2024 budgeted amount. Budgeted operating expenditures (less transfers and lump sum payments) are proposed to increase by 13.3% to \$17,320,310 (transfers add an additional \$620,000 but these are from one-time funds available) in FY 2025.



Total General Fund budgeted revenue increased by \$896,716 from budgeted FY 2024. The table below reflects the growth in revenue for the major revenue sources indicated in the above table.

Revenue growth by Major Revenue Sources

Source	Total Increase
Sales Tax	\$301,770
Ad Valorem Taxes	\$260,865
Municipal Court Fines	\$52,700
Sanitation Revenue	\$40,000
Interest	\$70,000
Other	<u>171,381</u>
Total Revenue Increase	\$896,716

Property Tax Increase

Property Tax budgeted revenues are increasing by \$432,609 with \$260,865 of this reflected in the General Fund. The remaining \$171,744 is reflected in the General Fund Debt Service Fund. Of the total increase, \$313,517 or 72% is the result of properties being added to the tax base as the result of new development.

Of the total property tax revenue increase, \$119,092 or 28% is the result of the increase of appraisals on property that existed on the tax rolls prior to tax year 2024.

Ad Valorem Tax Forecast

The City anticipates the Ad Valorem tax roll to grow over the next few years based on the current development activity. Some new development over the next several years includes Pecan Park commercial, Bastrop Groves residential and commercial, Burleson Crossing East, ValVerde residential, and Pearl River mixed use development. There are many other infill projects that are being discussed which are anticipated in future tax rolls. The City takes a conservative approach when projecting Ad Valorem tax by using the "lower value" provided by Bastrop Central Appraisal District, of the properties that are still classified as "under review" by the Appraisal Review Board at the time of certification.

Appraisal Process

Ad Valorem (Property) Taxes attach as an enforceable lien on property as of January 1st of each year. The City's property tax is levied each October 1st on the assessed value listed as of January 1st for all real and business personal property located in the City. Assessed values are established by the Bastrop County Central Appraisal District at 100% of the estimated market value and certified by the Appraisal Review Board. The assessed taxable value of the tax roll on January 1, 2023, upon which the tax levy is based. The City is permitted by Article XI, Section 5 of the State of Texas Constitution to levy taxes up to \$2.50 per \$100 of assessed valuation for general government services, including the payment of principal and interest on general obligation long-term debt.

Taxes are due by January 31st, following the October 1st levy date and are considered delinquent after January 31st of each year. Based upon historical collection trends, current tax collections are estimated to be 99% of the levy and will generate \$9,004,485 in revenue, which includes \$807,957 of frozen tax levy. This is revenue for both the General Fund and the Debt Service Fund.

In Texas, county-wide central appraisal districts are required to assess all property within the appraisal district based on 100% of its appraised value and are prohibited from applying any assessment ratios. The value of property within the appraisal district must be reviewed every five years; however, the City may, at its own expense, require annual reviews of appraised values.

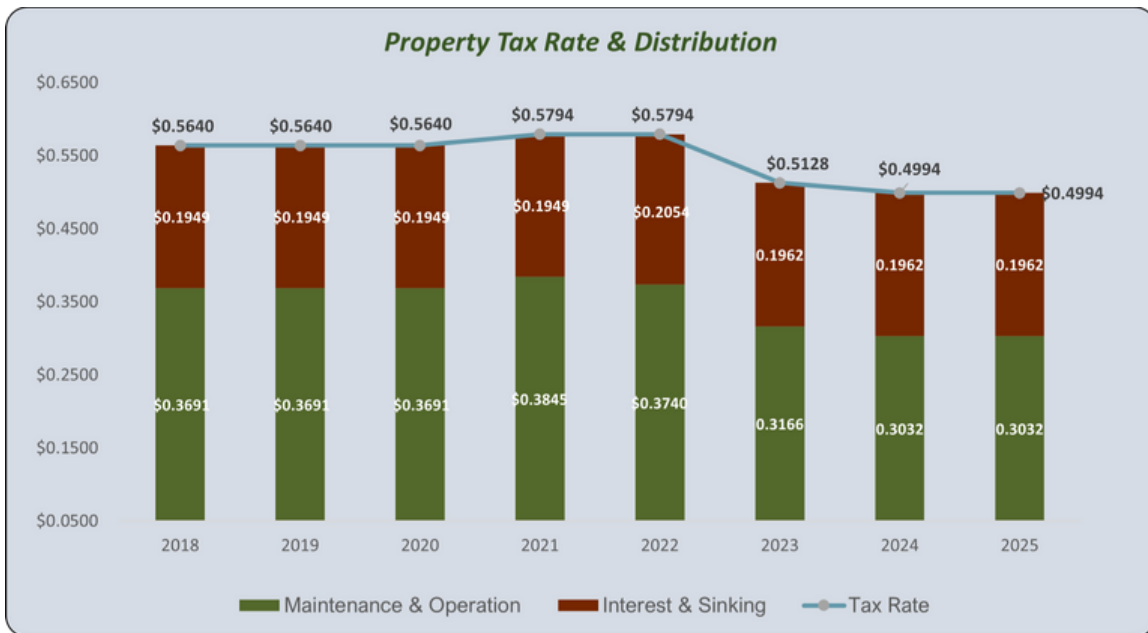
Property Tax Rate

This budget reflects no increase in the nominal tax rate (total rate reflected on the tax notice) for FY 2025.

	FY 2024	FY 2025
O & M Rate	\$0.3032	\$0.3032
I & S Rate (Debt)	\$0.1962	\$0.1962
Total	\$0.4994	\$0.4994

The Operations and Maintenance (O&M) tax rate is remaining unchanged at \$0.3032. State law defines a "No-New-Revenue (NNR) rate" as the rate that would generate no new revenue from the existing tax base. State law limits the amount of new revenue from appraisal increases to 3.5% without voter approval. The voter approval O&M rate is \$0.3157. This FY 2025 budget is based on an O&M tax rate of \$0.3032 which is .27% below the NNR O&M tax rate.

The Interest and Sinking rate has not changed from the FY 2025 rate of \$0.1962. The proposed budget includes the issuance of debt of approximately \$15M for bridge improvements. This projects are described further in the capital budget section.



Tax Burden

The City of Bastrop property tax burden on the owner of the average-valued home in Bastrop is:

Average Taxable Homestead Value

	FY 2024	FY 2025
Avg. Value	\$288,371	\$308,325
O & M Rate	\$0.3032	\$0.3032
I & S (Debt) Rate	\$0.1962	\$0.1962

Amt paid O&M	\$874	\$934
Amt paid I&S	<u>\$566</u>	<u>\$604</u>
Total paid	\$1,440	\$1,538

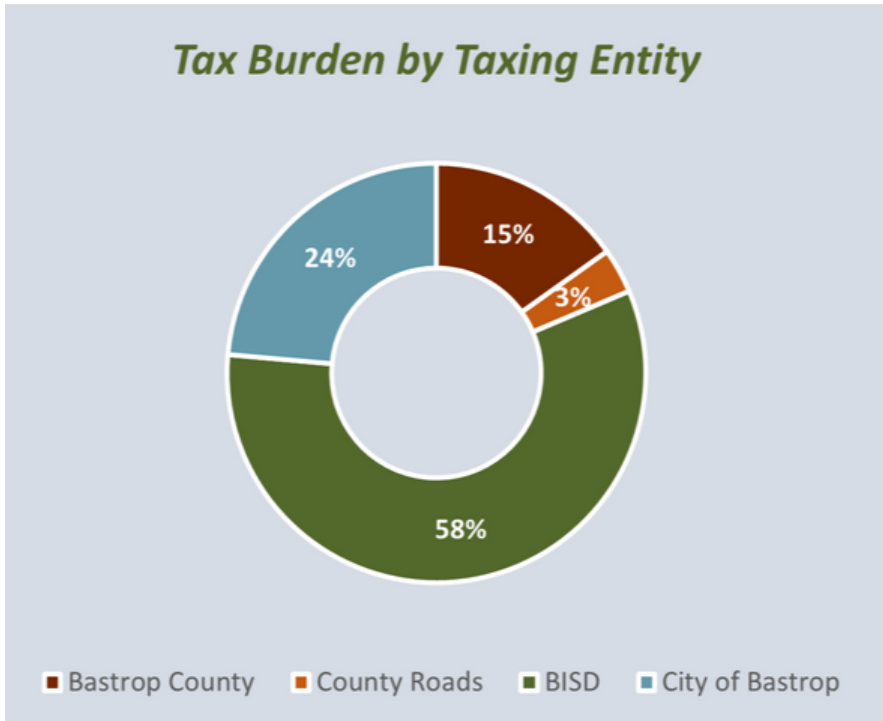
This is an increase of \$98.

All Jurisdictions Tax Burden

For FY 2024, the percentage of total property tax owed by the owner of the average valued home to the City of Bastrop was 23.6%.

Total Tax Burden, by Taxing Entity

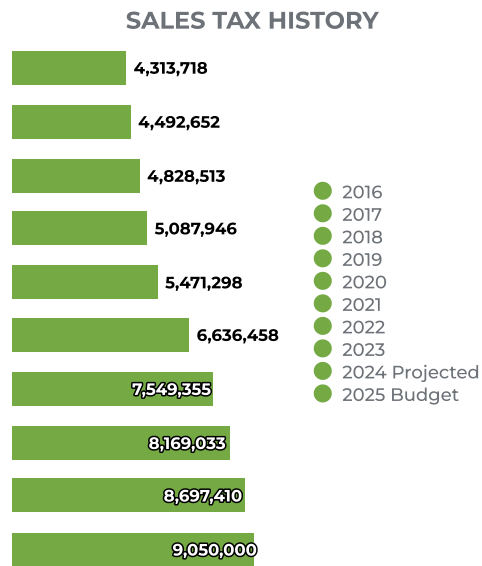
ENTITY	RATE	%
City of Bastrop	\$0.4994	25.4
Bastrop County	\$0.3215	16.4
BISD	\$1.0702	54.5
County Roads	<u>\$0.0720</u>	<u>3.7</u>
TOTAL	\$1.9631	100.0



Sales Tax Revenue Increase

Sales Tax revenue in the City of Bastrop is made up of .125% going to Bastrop Economic Development Corporation, a Type B economic development corporation, .375% going to the Street Maintenance Fund and the remaining 1% to the City of Bastrop.

Sales Tax revenue trends inform a projected FY 2025 sales tax revenue of \$9,050,000, or a modest 3.5% increase over FY 2024 budget. The assumptions behind this conservative projection is informed by the year-over-year amounts we are seeing trending down and the lack of new commercial business coming online in FY 2025. The City has set the sales tax projections conservatively as this revenue source could be subject to volatility, though this has not been the pattern in Bastrop. Any excess sales tax revenue each year flows into the fund balance and is used for one-time expenditures.



FY 2025 Enhancements & Increases to the Base (General Fund only)

The removal of Development Services into it's own fund was a significant change for FY 2024. All revenue associated with this department and the expenditures of this department were all removed from the General Fund. You will find a new section under Fund Summaries called Development Services. In FY 25, Development Services is in a positive position and begins to contribute to the overall financial health of the city organization.

Property tax and sales tax revenue increases are considered additions to the revenue base for purposes of future revenue projections. Therefore, FY 2025 property tax revenue and sales tax revenue increases are an appropriate source for increases to base budget expenditures. The recurring operating expenditures for FY 2025 increased by \$1,371,153 over the prior year.

MAJOR INCREASES TO THE BASE:

	Increase amount
New positions and reclassifications	\$170,302
Cost of Living (3.3%) & Step (2.5%) increases	\$664,935
Retirement reduction to 20 years	\$9,189
Vehicle/Equipment Lease payments to VEF fund	\$526,727

Personnel costs assumptions are addressed in the Personnel Changes section.

In each department section there is an explanation of significant changes year over year.

There will be a lump sum payment to reduce retirement to 20 years of approximately \$104,000 that is not reflected in this budget, but there is sufficient fund balance to cover this amount.

One-Time Revenue Sources and Expenses

Prior savings associated with revenues exceeding expenses, are not relied upon as projected future revenue sources. This excess revenue ends up increasing the ending fund balance and is reviewed annually to determine the availability of fund balance to fund one-time expenditures.

General Fund

The FY 2024 General Fund projected ending fund balance reflects a 32% reserve (ending fund balance compared to operating expenditures).-The Financial Management Policy states that this reserve should be kept at or above 25%-The FY 2025 proposed budget draws down this reserve to 26% by the end of the fiscal year. The one-time expenses are summarized as follows, and are explained in detail within the specific fund pages.

- Transfer to Vehicle/Equipment Replacement Fund \$620,000

There is \$317,810 available over the 25% policy reserve for consideration.

Water/Wastewater Fund

The FY 2024 projected ending fund balance reflects a 44% reserve (ending fund balance compared to operating expenditures). The Financial Management Policy states that this reserve should be kept at or above 35%. The FY 2025 proposed budget increases the reserve minimally by the end of the fiscal year. This reserve requirement is a guide and should always be monitored annually, but this fund is being stretched by a significant amount of capital projects. The one-time expenses are summarized as follows, and are explained in detail within the specific fund pages.

- Transfer to Vehicle/Equipment Replacement Fund \$50,000

Electric Fund (BP&L)

The FY 2024 projected ending fund balance reflects a 53% reserve (ending fund balance compared to operating expenditures). The Financial Management Policy states that this reserve should be kept at or above 35%. The FY 2025 proposed budget increases this reserve to 54% by the end of the fiscal year. BP&L completed all of the suggested improvements in FY 2024 and will have another study complete in FY 2025 which will provide further suggested improvements.

Hotel Occupancy Tax Fund

The FY 2024 projected ending fund balance reflects a 75% reserve (ending fund balance compared to operating expenditures). The Financial Management Policy states that this reserve should be kept at or above 50%. The FY 2025 proposed budget maintains this reserve. The one-time expenses are summarized as follows, and are explained in detail within the specific fund pages.

- Hotel Pursuit Costs \$100,000

Vehicle/Equipment Replacement Program

The Vehicle/Equipment Replacement Fund (VERF) was established in 2016 to ensure that the city is able to replace vehicles and equipment at the end of their useful life. At this time, we have about 75% of our fleet in the VERF. Each year we budget additional fleet to be replaced, and increase the "lease" payment being transferred from the different funds into the VERF fund based on new fleet purchased. The program is to set the city up to cash fund the replacement of vehicles and equipment. The only exception to this program is the fire engines, which have been debt funded. Once we are able to replace all our fleet through the VERF fund, the "lease" payments will level off. The list of fleet being purchased or replaced is detailed in the VERF fund summary. The increase in "lease" payments by funds is highlighted below:

FUND	LEASE PMT	CHANGE FROM FY 2024
General Fund	\$858,039	\$284,289
Water/Wastewater	\$148,135	\$36,365
BP&L (Electric)*	\$112,004	\$8,607
Development Services	\$33,510	(\$1,697)
Street Maintenance**	\$216,773	\$216,773

*This department has all of their fleet in the VERF

**This department is newly contributing to the VERF in FY2025. General Fund allocated assets were transferred to Street Maintenance.

FY 2024 Management Projects

Annexation Plan

Changes in annexation law and extraterritorial jurisdiction law have added levels of complexity to the overall growth and development of The City of Bastrop. Municipal Utility Districts (MUDs) continue to crop up in other areas of the County. The city is aggressively pursuing annexation corridors which would require MUDs to better participate in the overall funding of city resources. The City has several properties that have current development agreements on file that allow voluntary annexation and the funds allocated this year will be used for any professional services needed to perform tasks associated with annexation, such as surveying. Annexation planning is an important part of managing growth while remaining fiscally responsible.

Focus Area: Manage Growth, Unique Environment, Organizational Excellence

Impact to General Fund: \$50,000

Qualified Hotel Project (QHP) Carryover from 2024

In 2015, the City of Bastrop contracted for an assessment of the Bastrop Convention & Exhibit Center. The report, conducted by Harde Partners, LLC, states that the lack of an adjoining hotel was a hindrance to the Convention Center's performance. In 2023, the City was added to special legislation that allowed a rebate of the states portion of Hotel Occupancy Tax revenues to a qualified hotel project with a convention center. The existing site of the convention center has proved to be a challenge to development with a positive return on investment to the taxpayer. Staff continues to work through possible site locations with development partners.

Focus Area: Fiscal Responsibility

Impact to General Fund: \$0

Asset Management - Engineering (carryover FY 2024)
The creation of a fleet and facility department is but one facet of this need. All city assets must be tracked, maintained, and disposed of properly. The development of a new geographic information system (GIS) is vital to view assets such as water valves or vehicles in real time and troubleshooting issues. This department was created in FY 2024 as a General Fund Department. Much of the increase in the General Fund is based out of this department, but no major capital costs are included in this FY budget.
Focus Area: Fiscal Responsibility, Manage Growth
Impact to General Fund: \$0

Development Code Update (carryover FY 2024)
Planning Commission will take up the Code rewrite in August of FY 24. It is expected to take 12 months for review, public comment, and recommendation to Council.
Focus Area: Manage Growth
Impact to General Fund: \$0

Personnel Changes

This budget includes a total of 5 new full-time equivalent (FTE) positions. This budget also includes a full year of expense for 3 positions created in fiscal year 2024. These positions include 2 executive administrative assistant positions and 1 GIS Analyst position. The breakout of these positions is explained below.

General Fund

The proposed budget includes two (2) new positions for police and reclassification of other staff:

Water/Wastewater

The proposed budget includes two (2) new positions in water/wastewater to help accommodate the new water and wastewater plants that have come/are coming online.

Bastrop Economic Development Fund (Type B Fund)

This fund was reduced to 1 FTE, and a proposed addition in late FY 24 for a total of 2 FTEs. The management of this department is led by the City Manager.

Personnel Costs and Benefits update

This proposed budget includes a 3.3% cost of living adjustment (COLA) and a 2.5% step (merit) increase on their anniversary, after a performance review.

In FY 2023, the City increased retirement contributions by 8% in addition to a one-time lump sum payment. These efforts were to prepare the City for a plan change with Texas Municipal Retirement System (TMRS) to move from a 6% employee contribution to a 7%, keeping the 2:1 employer match. Proposed changes to the FY 25 budget include a change from 25 year retirement to 20 year retirement.

As FY 24 wore on, we braced for a more than 20% increase in health insurance costs. We went out for proposals and received a 0% "rate pass" from a new provider, and employees will undergo plan changes prior to January 2025. Additionally, the new provider has advised we need to plan for a 12% rate increase in FY 26.

Personnel Summary by Department

General Fund

DEPARTMENT	FY 2023	FY 2024	FY 2025
City Manager	4.0	4.0	4.0
City Secretary	3.0	2.0	2.0
Finance	9.0	9.0	10.0
Human Resources	1.875	2.875	2.875
Information Technology	3.0	4.0	5.25
Community Engagement	8.5	6.85	3.5
Police	32.0	35.0	37.0
Fire	10.0	12.0	12.0
Municipal Court	3.25	3.25	3.25
Public Works	34.6	32.6	0*
Development Services	9.0	0**	0**
Engineering	2.5	2.5	3.5
Fleet & Facilities	0	0	10*
Parks	0	0	12.685*
Library	<u>10.625</u>	<u>10.625</u>	<u>11.625</u>
TOTAL	131.35	124.35	117.685

*In FY 2024 Public Works was broken out into 3 departments, Parks, Fleet & Facilities, and Street Maintenance.

**These positions were moved out of the General Fund and into a new Development Services Fund.

There are 2.85 FTE's from Community Engagement that have been reclassified back to the Hotel Occupancy Tax Fund.

Budgeted Positions by Fiscal Year

<u>POSITION</u>	<u>DEPARTMENT</u>	FY 2023	FY 2024	FY 2025
		<u>FTE</u>	<u>FTE</u>	<u>FTE</u>
City Manager	City Manager	1.0	1.0	1.0
ACM, Development Services	City Manager	1.0	1.0	1.0
ACM, Community Engagement	City Manager	1.0	1.0	0.0
Assitant to the City Manager	City Manager	0.0	0.0	1.0
Executive Assistant to City Manager & ACM	City Manager	0.0	2.0	1.0
City Secretary	City Secretary	1.0	1.0	1.0
Assistant City Secretary	City Secretary	1.0	1.0	1.0
Receptionist/Office Assistant	City Secretary	1.0	0.0	0.0
Chief Financial Officer	Finance	1.0	1.0	1.0
Assistant Finance Director	Finance	1.0	0.0	1.0
Senior Accountant	Finance	0.0	1.0	0.0
Accountant	Finance	1.0	0.0	0.0
Finance Specialist Senior	Finance	1.0	2.0	2.0
Executive Administrative Asst.	Finance	1.0	1.0	0.0
CIP/Grant Coordinator	Finance	0.0	0.0	1.0
Finance Coordinator	Finance	0.0	0.0	1.0
Customer Service Supervisor	Finance	1.0	1.0	1.0
Lead Customer Service Rep	Finance	0.0	1.0	1.0
Customer Service Coordinator	Finance	1.0	0.0	0.0
Customer Service Specialist II	Finance	1.0	1.0	1.0
Customer Service Specialist I	Finance	1.0	1.0	1.0
Human Resources Director	Human Resources	1.0	1.0	1.0
Human Resources Coordinator	Human Resources	0.0	0.875	0.875
Human Resources Generalist	Human Resources	0.875	0.0	0.0
Customer Service Specialist	Human Resources	0.0	1.0	1.0
Director	IT	0.0	1.0	1.0
IT Manager	IT	1.0	0.0	0.0
System Administrator	IT	1.0	2.0	2.0
GIS Specialist	IT	1.0	1.0	1.0
GIS Analyst	IT	0.0	0.0	1.0
Chief of Police	Police	1.0	1.0	1.0
Assistant Chief of Police	Police	1.0	1.0	0.0
Lieutenant	Police	1.0	1.0	3.0
Sergeant	Police	5.0	6.0	6.0
Administrative Assistant	Police	1.0	1.0	1.0
Senior Records Technician	Police	1.0	1.0	1.0
Records Technician	Police	1.0	1.0	1.0
Evidence Technician	Police	1.0	1.0	1.0
Crime Victim Advocate	Police	0.0	1.0	1.0
Open Records Clerk	Police	0.0	1.0	1.0
Code Compliance/Animal Control	Police	1.0	1.0	1.0
Police Detective	Police	5.0	5.0	5.0
Police Officer (All levels)	Police	13.0	14.0	16.0
Fire Chief	Fire	1.0	1.0	1.0
Assistant Fire Chief	Fire	0.0	1.0	1.0
Captain	Fire	1.0	0.0	0.0
Lieutenant	Fire	2.0	3.0	3.0
Executive Administrative Assistant	Fire	0.0	1.0	1.0
Firefighter	Fire	6.0	6.0	6.0
Court Administrator	Municipal Court	1.0	1.0	1.0
Court Clerk/Juvenile Cases	Municipal Court	1.0	1.0	1.0

<u>POSITION</u>	<u>DEPARTMENT</u>	<u>FY 2023</u> <u>FTE</u>	<u>FY 2024</u> <u>FTE</u>	<u>FY 2025</u> <u>FTE</u>
Court Clerk/Trial Coordinator	Municipal Court	1.0	1.0	1.0
Court VOE Clerk	Municipal Cout	0.25	0.25	0.25
Director of Planning & Development	Dev. Services	1.0	1.0	1.0
Assistant Planning Director	Dev. Services	1.0	0.0	0.0
Process Improvement Manager	Dev. Services	0.0	1.0	0.0
Project Manager	Dev. Services	0.0	0.0	1.0
Planner, Senior/GIS Analyst	Dev. Services	0.0	0.0	1.0
Planner (Senior)	Dev. Services	1.0	1.0	1.0
Development Engineer	Dev. Services	0.0	1.0	0.0
Customer Service Supervisor	Dev. Services	0.0	1.0	0.0
Development Coordinator	Dev. Services	1.0	1.0	1.0
Planning Technician	Dev. Services	1.0	3.0	3.0
Permit Technician	Dev. Services	1.0	0.0	0.0
Executive Administrative Asst.	Dev. Services	1.0	0.0	1.0
Building Official	Dev. Services	1.0	1.0	0.0
Building Inspector, Senior (Plumbing)	Dev. Services	0.0	1.0	1.0
Building Inspector, Senior (Electrical)	Dev. Services	0.0	1.0	1.0
Plan Review/Inspector	Dev. Services	0.0	1.0	1.0
Construction Inspector	Dev. Services	0.0	1.0	1.0
Code Compliance Officer	Dev. Services	1.0	0.0	1.0
City Engineer	Engineering	0.5	0.5	0.5
Executive Administrative Assistant	Engineering	0.0	1.0	0.0
Construction Manager	Engineering	0.0	0.0	0.0
Project Manager	Engineering	2.0	1.0	2.0
Project Manger Coordinator	Engineering	0.0	0.0	1.0
Public Works Director	Public Works	0.5	0.5	1.0
Streets & Drainage Superintendent	Public Works	1.0	1.0	1.0
Mechanic	Public Works	1.0	1.0	0.0
Public Works Technician	Public Works	1.0	1.0	0.5
Equipment Operator, Senior	Public Works	2.0	2.0	2.0
Equipment Operator	Public Works	3.0	3.0	3.0
Foreman Streets & Drainage	Public Works	1.0	1.0	0.0
Crew Leader Streets & Drainage	Public Works	0.0	0.0	0.0
Crew Leader Drainage	Public Works	1.0	1.0	1.0
Crew Leader Streets	Public Works	1.0	1.0	1.0
Maintenance Worker	Public Works	4.0	6.0	6.0
Special Events Worker	Public Works	2.0	0.0	0.0
Fleet & Facilities Manager	Fleet & Facilities	0.0	0.0	1.0
Fleet & Facilities Analyst	Fleet & Facilities	0.0	0.0	1.0
Mechanic	Fleet & Facilities	0.0	0.0	1.0
Executive Administrative Assistant	Fleet & Facilities	0.0	0.0	1.0
Crew Leader Building Maint/Custodial	Fleet & Facilities	0.0	0.0	1.0
Building Maintenance Worker	Fleet & Facilities	0.0	0.0	1.0
Building Custodians	Fleet & Facilities	0.0	0.0	4.0
Maintenance Supervisor	Building Maintenance	1.0	0.0	0.0
Facility Attendant	Building Maintenance	1.0	0.0	0.0
Building Maint./Custodian Crew Leader	Building Maintenance	1.0	1.0	0.0
Building Maintenance Worker	Building Maintenance	1.0	1.0	0.0
Building Custodians	Building Maintenance	4.0	4.0	0.0
Parks Director	Parks	0.0	0.0	1.0

POSITION	DEPARTMENT	FY 2023 FTE	FY 2024 FTE	FY 2025 FTE
Facilities & Grounds Superintendent	Parks	1.0	1.0	0.0
Crew Leader	Parks	1.0	1.0	1.0
Equipment Operator	Parks	1.0	1.0	1.0
Recreation Coordinator	Parks	0.0	0.0	1.0
Recreation Workers	Parks	0.0	0.0	2.0
Athletic Field Maintenance Technician	Parks	1.0	1.0	1.0
Maintenance Specialist (Irrigation)	Parks	1.0	1.0	0.0
Facilities Maintenance Worker	Parks	1.0	1.0	1.0
Maintenance Worker	Parks	3.0	3.0	4.0
Seasonal Employees	Parks	0.185	0.185	0.185
Technician Parks	Parks	0.0	0.0	0.5
Library Director	Library	1.0	1.0	1.0
Access Services Supervisor	Library	0.0	1.0	1.0
Librarian - Public Services	Library	1.0	1.0	1.0
Library Associate Senior	Library	0.0	0.0	0.0
Digital Media Specialist	Library	0.0	1.0	1.0
Library Associate	Library	6.0	4.0	4.0
Youth Services Librarian	Library	0.0	1.0	1.0
Executive Administrative Asst.	Library	0.625	0.625	0.625
Library Clerk - VOE	Library	1.0	1.0	1.5
Library Clerk - Summer	Library	0.0	0.5	0.5
Public Works Director	Water/Wastewater	0.5	0.5	1.0
City Engineer	Water/Wastewater	0.5	0.5	0.5
Mechanic	Water/Wastewater	0.0	0.0	1.0
Special Programs Coordinator	Water/Wastewater	1.0	1.0	1.0
Executive Administrative Asst.	Water/Wastewater	1.0	1.0	1.0
Superintendent	Water/Wastewater	1.0	1.0	1.0
Chief Plant Operator Water	Water/Wastewater	1.0	1.0	1.0
Foreman	Water/Wastewater	1.0	1.0	1.0
Systems Technician Crew Leader	Water/Wastewater	1.0	1.0	1.0
Systems Technician	Water/Wastewater	6.0	6.0	6.0
Chief Plant Operator Wastewater	Water/Wastewater	1.0	1.0	1.0
Plant Operator (All Certifications)	Water/Wastewater	9.0	9.0	10.0
Director	Bastrop Power & Light	1.0	1.0	1.0
Superintendent	Bastrop Power & Light	1.0	1.0	1.0
Executive Administrative Asst.	Bastrop Power & Light	1.0	1.0	1.0
Foreman	Bastrop Power & Light	1.0	1.0	1.0
Lineworker - Journeyman	Bastrop Power & Light	3.0	2.0	2.0
Lineworker - Apprentice	Bastrop Power & Light	1.0	1.0	1.0
Lineworker - Trainee	Bastrop Power & Light	1.0	2.0	2.0
Data Systems Director	Bastrop Power & Light	1.0	1.0	0.0
Main Street Manager	Main Street	0.0	1.0	0.5
Special Events Worker	Main Street	0.0	1.0	1.0
Director - Community Engagement	Convention Center	0.0	0.0	1.0
Special Events Manager	Convention Center	1.0	.65	0.0
Maintenance Supervisor	Convention Center	0.0	1.0	1.0
Facility Attendant	Convention Center	0.0	1.0	1.25
Special Events Worker	Convention Center	0.0	1.0	1.0
Executive Administrative Assistant	Convention Center	0.0	0.0	1.0
Recreation Director	Community Engagement	1.0	0.0	0.0
Recreation Manager	Community Engagement	1.0	1.0	0.0
Recreation Coordinator	Community Engagement	0.0	1.0	0.0
Recreation Workers	Community Engagement	1.5	2.0	0.0

<u>POSITION</u>	<u>DEPARTMENT</u>	<u>FY 2023</u> <u>FTE</u>	<u>FY 2024</u> <u>FTE</u>	<u>FY 2025</u> <u>FTE</u>
Public Information Manger	Community Engagement	1.0	1.0	1.0
Digital Media Specialist	Community Engagement	1.0	1.0	1.0
Digital Media Designer	Community Engagement	0.0	1.0	1.0
Communication Technical Specialist	Community Engagement	1.0	0.0	0.0
Main Street Manager	Community Engagement	1.0	0.0	0.5
Special Events Manager	Community Engagement	0.0	.35	0.0
Groundskeeper	Cemetery	1.0	1.0	1.0
CEO	BEDC	1.0	1.0	0.0
Executive Administrative Assistant	BEDC	1.0	1.0	0.5
Operations Manager	BEDC	1.0	1.0	1.0
Project Manager	BEDC	3.0	2.0	0.0
Marketing/Communication	BEDC	<u>1.0</u>	<u>1.0</u>	<u>1.0</u>
TOTAL		169.435	186.435	191.185

FY 2024 Accomplishments by Focus Area

Communications

- Record number of visits to the city website, and social media posts.
- Increased record attendance at monthly "Sit with Sylvia" community engagement session.
- Provide transparency to the community through posting crime statistics and updates about Capital Improvement Projects on the website and through social media.
- Production of large photo sets for promotion focused on Downtown Bastrop, special events, Convention Center and others.

Community Safety

- Success at keeping critical positions filled.
- Purchased new Mini Pumper to provide reliable
- Purchased new brush truck for reliable response to wildland fires
- Purchased new generator for Station 1 to keep station in service to serve the citizens during any disasters
- Having a certified fire inspector, plans examiner and investigator as well as a state certified Fire Marshall
- Addition of vital positions to support the Police Department: Evidence Technician and Crime Victim's Services Coordinator.
- Cadet program for Police
- Increased engagement in community health conscience activities.
- Continue to evaluate and replace equipment as needed to ensure our citizens, businesses and visitors' needs are met.

Economic Vitality

- 99.99% reliability average for Bastrop Power and Light.
- 100% response time within 2 hours for customers of Public Works & Water/Wastewater.
- Received a Texas Book Festival Grant from the Texas State Library and Archives Commission to replace work early reader materials.
- Adopted a Roadway Impact Fee in December of 2023, the adoption of this fee will go directly to street repair and maintenance.
- Vibrant downtown, with several new businesses.
- Management of multiple special events with special attention to leverage promotion and engagement through partnerships
- Reorganized Development Services to improve operational efficiency and ensure a focus on customer service and adopted several code provisions that will increase development opportunities for the community at large.

Fiscal Responsibility

- Continue to submit grant applications for current CIP projects and training opportunities.
- Auditors issued an unmodified financial audit opinion which is the best that can be obtained, noted no recommendations for improvement over internal controls, and no Management Letter issued.
- Increased technology security measures and redesigned data disaster recovery.
- Successfully maintained cost of medical insurance without an increase.
- Sold multiple vehicles outside of operational ability to build VRF balance.

Manage Growth

- Initiated the development of the City's Wastewater Master Plan.
- Completed a 2-year project to update and replace worn juvenile non-fiction materials.
- Developed and Council Accepted Parks & Recreation Master Plan.
- Began construction on the Simsboro Aquifer Water Treatment Plan, Well Field and Transmission Facilities to meet increased demand in the city.
- Obtained substantial completion of Wastewater Treatment Plant #3.

Multi-Modal Mobility

- Completed the Old Austin Highway Pavement Rehabilitation project.
- Completed various street repair and rehabilitation using HA5.
- Will test a new fog seal technology, Terra Pave in late FY 24.
- Construction of Agnes extension set to begin towards the end of FY 24.
- Obtained grant funding for Blakey Lane.

Organizational Excellence

- Council approved salary adjustments to enhance recruitment and retention.
- Partnered with Texas Workforce so that employees receive CDL Licenses at no cost to city.
- Received Government Finance Officer Association awards for the annual budget and the comprehensive annual financial report.
- Produced a comprehensive Financial Procedures Manual
- Hosted quarterly employee appreciation events.
- Achieved 99.99% technology accessibility for citizens and city employees.
- Went to a 7% Contribution rate with TMRS for the city employees.
- Reduced Medical premiums by 3% for city employees.
- Added a Fleet and Facilities Department to the organization to improve the management of City assets and facilities.
- Hosted city wide CPR class to certify all employees CPR/First aid certification

Uniquely Bastrop

- Maintained and enhanced positive working relationships with the Bastrop County Historical Museum and Visitor Center, Bastrop Opera House, Lost Pines Arts Center.
- Initiated multiyear digitization project of photos and uncatalogued documents in the local history collection to make these items accessible and searchable via the internet.
- Successfully partnered with community assets and businesses to provide entertaining and informative programs for adults.
- Provided programs, outreach activities, and special events, including the Holiday Open House and Summer Reading Program, which reached over 7,000 youth and adults.
- Successful Table on Main event, and Lost Pines Christmas.
- Successfully produced the 2nd Annual "Big Bang" Celebration
- Successfully produced the 1st Annual Mardi Gras Celebration
- Hosted annual Bastrop Fire Department water battle at Fishermans park to promote parks and the relationship between the community and first responders.

Unique Environment

- Several Bird City activities.
- Received Tree City recognition.
- Added trees in Bob Bryant Park at no cost due to a partnership with Moon Valley Nurseries.
- Added additional steps to the development process to ensure that tree protection is a primary focus point when reviewing development applications.

FUND SUMMARIES



All Funds

This section represents all funds of the City of Bastrop. All revenue and expenditures are recognized in this section grouped by function and type.

Summary

The City of Bastrop FY 2025 proposed budget is projecting \$73,116,234 of revenue, which represents an 1.8% decrease over the prior year. Budgeted expenditures are projected to decrease by 23.2% or \$28,592,333 to \$93,323,860. The excess expenditure over revenue is due to capital projects that are using available fund balance in bond funds.

ALL FUND SUMMARY FY 2025

	GENERAL FUND	DEBT SERVICE FUNDS	DEVELOPMENT SERVICES	HOTEL TAX FUND	SPECIAL REVENUE FUNDS	WATER/WASTEWATER FUNDS	BP&L FUND	CAPITAL IMPROVEMENT FUNDS	INTERNAL SERVICE FUND	ECONOMIC DEVELOPMENT CORP	TOTAL ALL FUNDS
BEGINNING FUND BALANCES	\$ 6,391,645	\$ 738,575	\$ 1,633,463	\$ 3,215,375	\$ 6,786,896	\$ 4,895,287	\$ 5,012,689	\$ 24,066,879	\$ 5,116,428	\$ 9,693,969	\$ 67,551,216
REVENUES:											
AD VALOREM TAXES	5,526,880	3,562,085	-	-	-	-	-	-	-	-	9,088,965
SALES TAXES	9,050,000	-	-	-	-	-	-	2,800,000	-	1,114,522	12,964,522
FRANCHISE & OTHER TAXES	623,000	-	3,500,000	-	598,779	-	-	-	-	-	4,721,779
LICENSES & PERMITS	3,200	-	1,930,000	-	-	-	-	-	-	-	1,933,200
CHARGES FOR SERVICES	1,024,500	-	-	301,000	3,478,287	9,475,000	9,314,000	-	1,378,311	-	24,974,108
FINES & FORFEITURES	350,600	-	-	-	19,000	-	-	-	-	-	369,600
INTEREST	315,000	75,000	-	115,000	171,500	290,960	200,000	487,500	105,000	250,000	2,018,960
INTERGOVERNMENTAL	52,700	-	-	65,000	3,000	-	-	839,557	-	-	960,257
OTHER	41,500	-	-	-	45,710	-	-	65,365	-	38,050	190,625
TOTAL REVENUES	16,987,380	3,637,085	1,930,000	3,981,000	4,316,286	9,765,960	9,514,000	4,202,422	1,483,311	1,402,572	57,223,016
OTHER SOURCES											
Other Financing Sources	32,000	275,227	-	-	650,000	6,617,000	-	-	712,000	-	307,227
Interfund Transfers	754,000	592,900	-	-	4,966,286	16,385,960	9,514,000	4,202,422	2,195,311	1,402,572	66,856,143
TOTAL REVENUE & OTHER SOURCES	17,773,380	4,505,212	1,930,000	3,981,000	11,753,162	21,281,227	14,525,689	28,209,301	7,311,739	11,098,571	134,407,363
TOTAL AVAILABLE RESOURCES	\$ 24,165,025	\$ 5,243,767	\$ 3,563,463	\$ 7,166,375	\$ 11,753,162	\$ 21,281,227	\$ 14,525,689	\$ 28,209,301	\$ 7,311,739	\$ 11,098,571	\$ 134,407,363
EXPENDITURES:											
GENERAL GOVERNMENT	6,278,935	-	-	-	34,000	-	-	701,740	424,137	-	7,438,812
PUBLIC SAFETY	7,706,902	-	-	-	200,000	-	-	-	-	-	7,906,902
DEVELOPMENT SERVICES	-	-	1,843,105	-	-	-	-	-	27,804	-	1,870,909
COMMUNITY SERVICES	3,394,219	-	-	-	183,688	-	-	-	-	-	3,577,907
UTILITIES	-	-	-	-	10,000	5,798,448	8,186,140	-	-	-	13,994,586
DEBT SERVICE	-	4,505,212	-	-	-	10,217,959	169,672	-	-	275,227	15,168,070
ECONOMIC DEVELOPMENT	-	-	-	3,421,517	489,975	-	-	-	-	1,742,055	5,653,547
CAPITAL OUTLAY	17,380,056	4,505,212	1,843,105	3,421,517	1,650,000	160,000	225,000	24,195,928	2,453,427	200,000	28,684,355
TOTAL EXPENDITURES	17,380,056	4,505,212	1,843,105	3,421,517	2,567,663	16,176,405	8,690,812	24,697,668	2,905,368	2,217,282	84,466,088
OTHER USES											
Interfund Transfers	721,000	-	-	517,600	2,774,900	-	600,000	-	-	-	4,613,499
TOTAL EXPENDITURE & OTHER USES	18,101,056	4,505,212	1,843,105	3,939,117	5,342,563	16,176,405	9,180,812	24,697,668	2,905,368	2,217,282	89,108,587
ENDING FUND BALANCES	\$ 6,083,969	\$ 738,575	\$ 1,720,358	\$ 3,257,258	\$ 6,410,619	\$ 5,104,822	\$ 5,345,877	\$ 3,371,633	\$ 4,406,371	\$ 8,879,289	\$ 45,298,772

Revenue by Fund

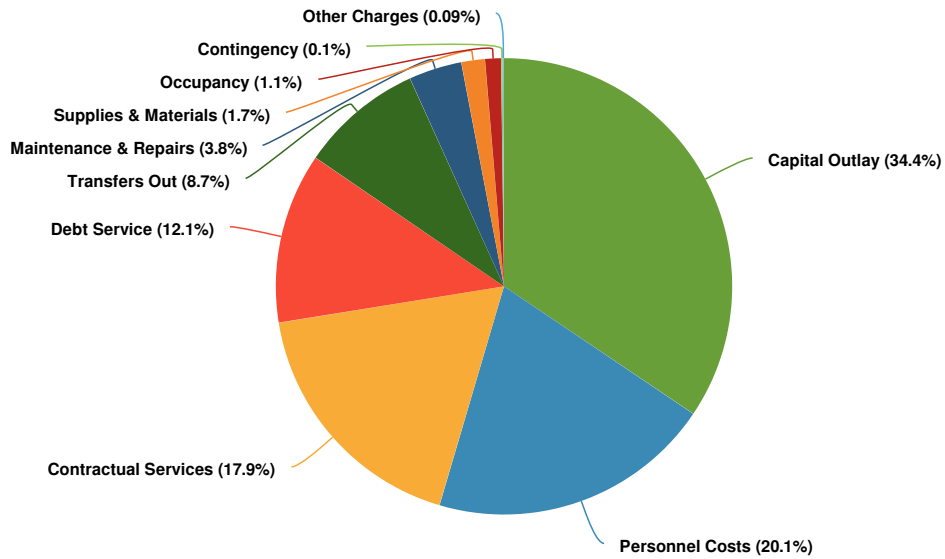
Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund	\$16,847,515	\$16,808,664	\$17,773,380	5.7%
General Fund - One Time	\$382,395	\$88,500	\$8,000	-91%
Fairview Cemetery - Perm	\$23,500	\$35,000	\$37,000	5.7%
Vehicle/Equip Rplc Fund	\$1,435,490	\$1,811,584	\$2,195,311	21.2%
Designated Funds	\$63,200	\$85,110	\$92,210	8.3%
Development Services	\$0	\$2,476,000	\$1,930,000	-22.1%
Library Board Fund	\$20,750	\$21,000	\$21,000	0%
Fairview Cemetery - Oper	\$161,200	\$163,400	\$815,800	399.3%
Hunters Crossing Pid	\$575,879	\$581,279	\$581,279	0%
Hotel/Motel Tax Fund	\$3,131,554	\$4,441,540	\$3,958,000	-10.9%
Water/Wastewater Fund	\$7,927,692	\$8,922,540	\$9,628,000	7.9%
C.I.P.-W/WW Utility Proj	\$885,100	\$742,000	\$140,000	-81.1%
Impact Fee Fund	\$3,330,450	\$4,848,640	\$3,415,997	-29.5%
Bastrop Power & Light	\$7,809,241	\$8,872,870	\$9,484,000	6.9%
Park Dedication	\$1,465	\$1,865	\$1,865	0%
Street Maintenance Fund	\$803,500	\$810,000	\$3,039,000	275.2%
Grants	\$4,665,330	\$3,865,330	\$6,667,945	72.5%
2018 Co Bond Fund	\$2,000	\$2,000	\$2,000	0%
CIP General Gov't Projects	\$3,052,000	\$4,792,000	\$841,057	-82.4%
CO, Series 2021	\$35,000	\$10,000	\$100,000	900%
Limited Tax Note, Series 2021	\$500	\$500	\$500	0%
American Rescue Plan	\$3,000	\$35,000	\$65,000	85.7%
CO, Series 2022	\$0	\$20,000	\$20,000	0%
CO, Series 2023 (GF)	\$0	\$50,000	\$200,000	300%
CO, Series 2023 (UTIL)	\$0	\$100,000	\$0	-100%
General Fund-Debt Service	\$3,870,175	\$4,333,468	\$4,529,812	4.5%
W/WW Debt Service Fund	\$3,665,227	\$5,826,460	\$6,617,960	13.6%
Bastrop E.D.C. Fund	\$4,213,909	\$4,746,140	\$1,402,572	-70.4%
Total:	\$62,906,072	\$74,490,890	\$73,567,688	-1.2%

Expenditures by Fund

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund	\$18,441,228	\$17,690,470	\$18,275,103	3.3%
General Fund - One Time	\$456,200	\$255,500	\$131,000	-48.7%
Vehicle/Equip Rplc Fund	\$918,623	\$1,804,068	\$2,905,368	61%
Designated Funds	\$323,780	\$398,800	\$234,800	-41.1%
Development Services	\$0	\$1,699,988	\$1,848,655	8.7%
Library Board Fund	\$49,000	\$17,500	\$18,800	7.4%
Fairview Cemetery - Oper	\$217,901	\$249,243	\$815,567	227.2%
Hunters Crossing Pid	\$552,405	\$559,019	\$559,019	0%
Hotel/Motel Tax Fund	\$3,899,827	\$4,258,786	\$4,040,117	-5.1%
Water/Wastewater Fund	\$8,592,325	\$9,573,234	\$9,617,899	0.5%
C.I.P.-W/WW Utility Proj	\$1,252,500	\$877,000	\$140,000	-84%
Impact Fee Fund	\$5,884,300	\$6,125,501	\$3,707,000	-39.5%
Bastrop Power & Light	\$8,175,435	\$8,945,474	\$9,348,350	4.5%
Street Maintenance Fund	\$807,927	\$921,483	\$3,039,000	229.8%
Grants	\$4,665,330	\$3,865,330	\$6,667,944	72.5%
2018 Co Bond Fund	\$461,631	\$470,801	\$494,000	4.9%
CIP General Gov't Projects	\$3,152,000	\$5,265,240	\$839,557	-84.1%
CO, Series 2021	\$20,450,575	\$385,567	\$1,264,772	228%
Limited Tax Note, Series 2021	\$149,948	\$50,314	\$32,500	-35.4%
American Rescue Plan	\$2,156,205	\$2,388,071	\$2,433,071	1.9%
CO, Series 2022	\$3,599,999	\$2,079,371	\$2,241,950	7.8%
CO, Series 2023 (GF)	\$0	\$13,125,000	\$13,500,000	2.9%
CO, Series 2023 (UTIL)		\$18,300,000		N/A
General Fund-Debt Service	\$3,850,699	\$4,746,311	\$4,529,812	-4.6%
W/WW Debt Service Fund	\$3,823,204	\$7,070,185	\$6,617,959	-6.4%
Bastrop E.D.C. Fund	\$9,409,248	\$10,350,970	\$2,336,916	-77.4%
Total:	\$101,290,289	\$121,473,225	\$95,639,158	-21.3%

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$16,464,075	\$17,266,105	\$19,254,151	11.5%
Supplies & Materials	\$1,222,859	\$1,316,011	\$1,593,516	21.1%
Maintenance & Repairs	\$2,092,031	\$2,218,549	\$3,597,097	62.1%
Occupancy	\$844,953	\$1,062,125	\$1,083,157	2%
Contractual Services	\$17,687,305	\$20,766,783	\$17,112,994	-17.6%
Other Charges	\$766,464	\$518,497	\$83,274	-83.9%
Contingency	\$266,258	\$131,500	\$101,500	-22.8%
Capital Outlay	\$45,753,988	\$56,514,437	\$32,930,606	-41.7%
Debt Service	\$8,110,737	\$12,259,317	\$11,559,362	-5.7%
Transfers Out	\$8,081,618	\$9,419,901	\$8,323,500	-11.6%
Total Expense Objects:	\$101,290,289	\$121,473,225	\$95,639,158	-21.3%

Fund Description



General Fund

The General Fund is the City's primary operating fund. It is utilized to account for all financial resources, except those required to be accounted for in other funds. Primary sources of revenue for this fund include taxes, permits, fines, and fees.

Departments appropriated in the General Fund include City Council, Organizational, City Manager, City Secretary, Finance, Human Resources, Information Technology, Community Engagement, Police, Fire, Municipal Court, Engineering, Public Works, and Library.

Summary

The General Fund Summary section includes revenue summary information, expenditure summary information, and departmental detail information for the FY 2025 proposed budget, while providing a comparison to FY 2024 year-end budget projections. Additional details are reported within the departmental pages.

The City of Bastrop is proposing \$17,755,380 of revenue in FY 2025, which represents a 4.2% increase over the FY 2024 projected amount of \$16,987,032. Budgeted operating expenditures (before transfers for one-time expenditures) are proposed to increase by 13.3% to \$17,320,834 in FY 2025. This will leave a positive 477,316 excess recurring revenue over recurring operating expenses available to appropriate. The total of transfers out for one-time expenses is \$620,000.

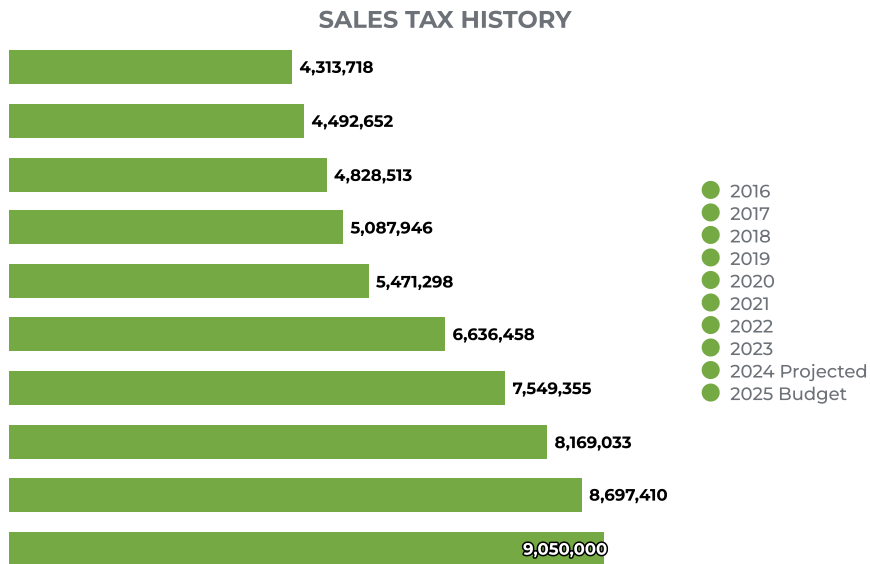
The Financial Management Policy states that the General Fund must maintain, at a minimum, 25% of Operating Expenditures in Fund Balance reserves. Based on the ending Fund Balances represented below, the General Fund will have 30.1% reserve at the end of FY 2025. The 1.5% decrease in the fund balance from FY 2024 projected to FY 2025 ending, comes from the use of excess fund balance for one-time capital projects and vehicle and equipment replacements. The excess fund balance has been increasing due to the additional sales tax revenue the city has been receiving over budgeted amounts. The available fund balance over the 25% policy reserve is \$732,240.

General Fund Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$8,058,753	\$7,184,754	\$6,961,813
Revenues	\$16,847,515	\$16,808,664	\$17,773,380
Expenditures			
General Government	\$9,447,440	\$8,041,536	\$6,057,711
Public Safety	\$5,783,058	\$6,555,826	\$8,272,435
Community Services	\$2,897,819	\$2,844,294	\$3,403,040
Development Services	\$312,911	\$248,814	\$541,917
Total Expenditures:	\$18,441,228	\$17,690,470	\$18,275,103
Total Revenues Less Expenditures:	-\$1,593,713	-\$881,806	-\$501,723
Ending Fund Balance:	\$6,465,040	\$6,302,948	\$6,460,090

Sales Tax

The largest General Fund revenue source is Sales Tax, which totals 51% of General Fund Revenue. Sales tax revenue has experienced steady growth over the last 12 years. This growth continued even through the COVID-19 pandemic. The FY 2025 budget is conservative. The projections show it to exceed the FY 2024 budget by \$307,770 or 3.5%. The FY 2025 budget is being set at 3.5% over the FY 2024 projections, at \$9,050,000. Based on the trends, this is a comfortable projection.



Ad Valorem Taxes

Ad Valorem Taxes is the second largest General Fund revenue source, which is split between the General Fund (Maintenance & Operations tax rate), and Debt Service (Interest & Sinking tax rate). Ad Valorem M&O Taxes total 31% of General Fund Revenue. Property values for the City of Bastrop are certified by the Bastrop County Appraisal District. **Properties for FY 2025 (tax year 2024) show net taxable value of \$1,658,787,901 which is a 4.1% increase over the FY 2024 taxable value used to establish the budget.** This increase includes \$63M from new properties added to the tax roll. Property values will generate \$5,466,880 in General Fund budgeted revenue, which is \$260,865 over the FY 2024 budget.

Property Tax Calculation	
	FY25 Tax Year 2024
Tax Roll:	
Net Taxable Value (75% for ARB)	1,658,787,901
Rate per \$100	0.004994
Tax Levy Freeze Adjusted	8,283,986.78
Tax Levy Frozen (Disabled/Over 65)	811,453.23
Total Tax Levy	9,095,440.01
Percent of Collections	99.0%
SUMMARY OF TAX COLLECTIONS	
Current Tax	8,201,146.91
Revenue from Tax Freeze Property	803,338.70
Delinquent Tax	
Penalty and Interest	
TOTAL TAX COLLECTIONS	9,004,485.61

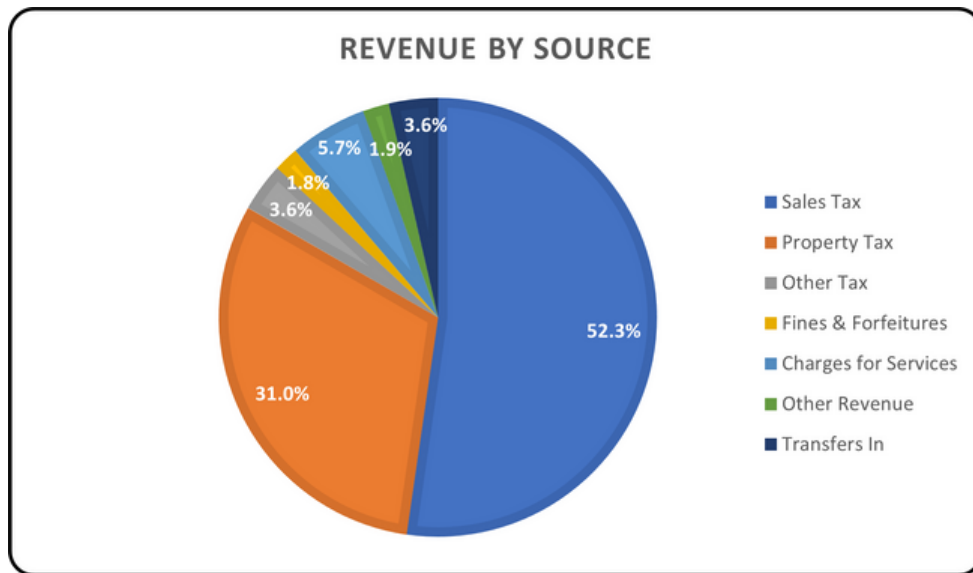
Property Tax Distributions			
	TAX RATE	PERCENT OF TOTAL	TAX REVENUE
GENERAL FUND:			
Current Tax	\$ 0.3032		4,979,150.47
Revenue from Tax Freeze Property			487,729.86
Delinquent Tax			25,000.00
Penalty and Interest			35,000.00
Total General Fund	\$ 0.3032	60.71%	5,526,880.33
DEBT SERVICE FUND			
Current Tax	\$ 0.1962		3,221,996.44
Revenue from Tax Freeze Property			315,608.84
Delinquent Tax			
Penalty and Interest			12,000.00
Total Debt Service	\$ 0.1962	39.29%	3,549,605.28
DISTRIBUTION	\$ 0.4994	100.00%	9,076,485.61

Charges for Services

The Solid Waste contract revenue (Sanitation Revenue) makes up 89% of this category. This is the residential billing for garbage, bulk, and recycling services that is facilitated by the Finance Department. This revenue is increasing by 4.6% from FY 2024 budgeted. The City went out for bid for sanitation services for FY 2025. There will not be a rate increase for the new fiscal year. The contractor is allowed by contract to request a rate increase each year up to 5% based on certain CPI calculations in the subsequent years. We do anticipate adding an additional 150 homes.

The second largest revenue in this category is the Recreation Fee. This revenue is based on an average of 167 members. The average takes into account the seasonal increases that are experienced in this program. There are minor rate changes proposed.

Revenue by Source Chart



General Fund Revenue

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source				
Taxes & Penalties				
CURRENT TAXES M AND O	\$4,784,761	\$5,206,015	\$5,466,880	5%
DELINQUENT TAXES M AND O	\$33,500	\$33,500	\$25,000	-25.4%
PENALTIES AND INTEREST M AND O	\$30,000	\$30,000	\$35,000	16.7%
FRANCHISE TAX	\$458,000	\$482,000	\$510,000	5.8%
CITY SALES TAX	\$7,750,000	\$8,748,230	\$9,050,000	3.4%
OCCUPATION TAX	\$5,000	\$6,965	\$5,000	-28.2%
MIXED BEVERAGE TAX	\$92,400	\$111,600	\$108,000	-3.2%
Total Taxes & Penalties:	\$13,153,661	\$14,618,310	\$15,199,880	4%
Fines & Forfeitures				
MUNICIPAL COURT FINES	\$265,000	\$287,300	\$340,000	18.3%
LIBRARY RECEIPTS	\$13,500	\$11,000	\$11,000	0%
JUVENILE CASE MANAGER-M/C	\$6,500	\$6,500	\$10,000	53.8%
TEEN COURT (MC)	\$0	\$0	\$600	N/A
Total Fines & Forfeitures:	\$285,000	\$304,800	\$361,600	18.6%
Licenses & Permits				
INSPECTION FEES	\$400,000	\$0		N/A
FIRE INSPECTION FEES	\$6,000	\$0		N/A
DEVELOPMENT AGREEMENTS	\$50,000	\$0		N/A
PUBLIC IMPROVEMENT FEES	\$350,000	\$0		N/A
SITE DEVELOPMENT PLANNING	\$35,000	\$0		N/A
FIRE REVIEW FEE	\$15,000	\$0		N/A
BUILDING PERMITS-RESID	\$650,000	\$0		N/A
BUILDING PERMITS	\$100,000	\$0		N/A
ZONING FEES	\$15,000	\$0		N/A
PLATTING FEES	\$150,000	\$0		N/A
SPECIAL EVENT PERMIT FEE	\$2,000	\$2,000	\$3,000	50%
Total Licenses & Permits:	\$1,773,000	\$2,000	\$3,000	50%
Charges for Services				
ANIMAL SERVICE RECEIPTS	\$150	\$150	\$200	33.3%
REC CENTER FEES	\$58,000	\$65,000	\$75,000	15.4%
PARK RENTALS AND FEES	\$5,100	\$5,100	\$15,000	194.1%
PD ACCIDENT REPORTS	\$4,500	\$4,500	\$1,500	-66.7%
SPECIAL EVENTS HOT REIMB	\$10,000	\$0		N/A
LIBRARY FEES	\$30,000	\$25,000	\$25,000	0%
SANITATION REVENUE	\$750,000	\$850,000	\$890,000	4.7%
SANITATION PENALTIES	\$7,800	\$8,500	\$8,500	0%
Total Charges for Services:	\$865,550	\$958,250	\$1,015,200	5.9%

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Intergovernmental				
LIBRARY ERATE FUNDING	\$9,926	\$9,926	\$7,700	-22.4%
ADMIN SERVICES DMO	\$2,378	\$2,378	\$15,000	530.8%
BEDC ADMIN SUPPORT REIMB	\$30,000	\$30,000	\$30,000	0%
Total Intergovernmental:	\$42,304	\$42,304	\$52,700	24.6%
Miscellaneous				
GENERAL DONATIONS	\$0	\$0	\$32,000	N/A
MISCELLANEOUS	\$35,000	\$35,000	\$40,000	14.3%
Total Miscellaneous:	\$35,000	\$35,000	\$72,000	105.7%
Transfers In				
TRANSFERS IN - ELECTRIC FUND	\$650,000	\$600,000	\$650,000	8.3%
TRANSFER IN -LIBRARY BOARD 505	\$3,000	\$3,000	\$4,000	33.3%
TRANSFERS IN - DEV SERVICES			\$100,000	N/A
Total Transfers In:	\$653,000	\$603,000	\$754,000	25%
Interest Income				
INTEREST RECEIPTS	\$40,000	\$245,000	\$315,000	28.6%
Total Interest Income:	\$40,000	\$245,000	\$315,000	28.6%
Total Revenue Source:	\$16,847,515	\$16,808,664	\$17,773,380	5.7%

Expenditures by Function

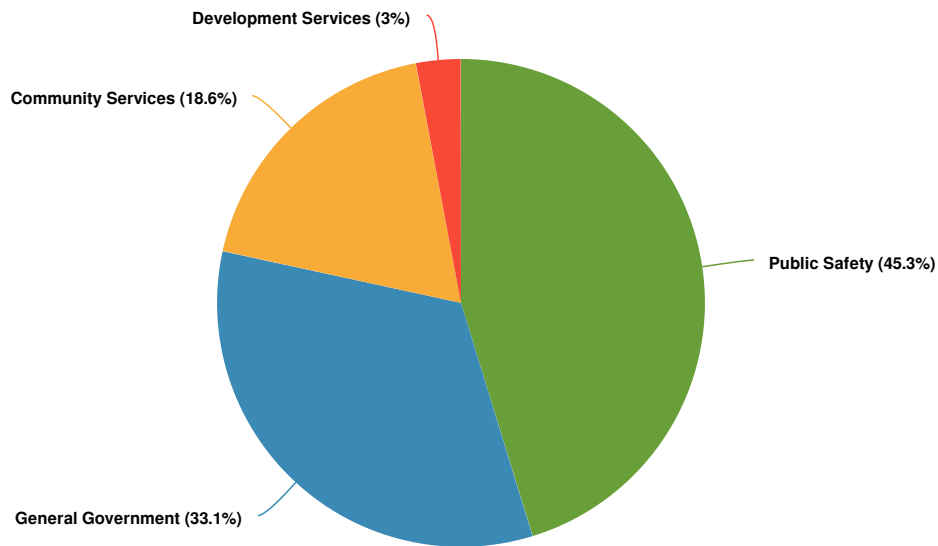
The **General Government** category is made up of the following departments: City Council, Organizational, City Manager, City Secretary, Finance, Human Resources, Information Technology, and Fleet and Facilities.

The **Public Safety** category is made up of Police, Fire, and Municipal Court.

The **Development Services** category includes Engineering.

Community Services is made up of the following departments: Community Engagement, Parks, and Library.

Budgeted Expenditures by Function



Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expenditures				
General Government				
City Council	\$46,803	\$46,803	\$44,578	-4.8%
Organizational	\$3,073,559	\$1,216,269	-\$28,184	-102.3%
City Manager	\$745,245	\$657,348	\$772,496	17.5%
City Secretary	\$319,915	\$316,594	\$314,113	-0.8%
Finance	\$1,784,049	\$1,932,613	\$2,116,855	9.5%
Human Resources	\$285,164	\$409,831	\$459,993	12.2%
Information Technology	\$588,628	\$722,042	\$1,014,178	40.5%
Public Works	\$2,604,077	\$2,740,036	\$0	-100%
Fleet & Facilities	\$0	\$0	\$1,363,682	N/A

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Total General Government:	\$9,447,440	\$8,041,536	\$6,057,711	-24.7%
Public Safety				
Fire	\$1,362,012	\$1,685,059	\$1,790,387	6.3%
Police	\$4,024,885	\$4,491,359	\$5,952,760	32.5%
Municipal Court	\$396,162	\$379,408	\$529,288	39.5%
Total Public Safety:	\$5,783,058	\$6,555,826	\$8,272,435	26.2%
Community Services				
Parks	\$917,780	\$934,486	\$0	-100%
Library	\$814,525	\$884,571	\$968,532	9.5%
Community Engagement	\$1,165,514	\$1,025,237	\$687,394	-33%
Parks & Rec	\$0	\$0	\$1,747,114	N/A
Total Community Services:	\$2,897,819	\$2,844,294	\$3,403,040	19.6%
Development Services				
Engineering & Development	\$312,911	\$248,814	\$541,917	117.8%
Total Development Services:	\$312,911	\$248,814	\$541,917	117.8%
Total Expenditures:	\$18,441,228	\$17,690,470	\$18,275,103	3.3%

Expenditures by Expense Type

Personnel Costs

The Human Resources Department calculates personnel costs, including any increases in compensation rates. Since the City is a service organization, personnel costs are the single largest expenditure category for the General Fund, representing 67.4% and includes the costs related to salaries, taxes, insurance, and retirement benefits. The FY 2025 budget includes a 3.3% Cost of Living Adjustment (COLA) and a 2.5% merit (STEP) increase in wages at the employee's anniversary, after a successful review. The Personnel Changes section of this budget explains the staff changes and new positions within the General Fund. There is a total increase of two (2) FTE's. The city's contribution to the retirement program was increased by 8% to reach the employer contribution rate to be able to change the City's plan from a 6% to 7% city effective January 1, 2024 with City Council approval. In FY 2025 the City is budgeting retirement costs to reduce the retirement years of service from 25 years to 20 years.

Supplies and Materials

These object classifications are expendable materials and operating supplies necessary to conduct departmental activities. This category includes the computer replacements, software costs, and other office equipment items. This category represents 4.3% of the budget.

Maintenance and Repairs

These object classifications are for expendable upkeep of physical properties which is used in carrying out operations and include building maintenance, vehicle repair, and computer and equipment repair. It also includes the maintenance paid for software utilized in the course of business. This category slightly decreased from FY 2024.

Occupancy

These object classifications are for the utilities and related expenses required to maintain a building, such as electricity, water, telephone, gas, and communications. This category represents 2.2% of the budget and remains static.

Contractual Services

These object classifications include services rendered to city activities by private firms or other outside agencies. Some of the largest contracts in this budget are for solid waste, police and fire dispatch, city engineering, building inspections, vehicle and equipment replacement lease payments, legal services, property and liability insurance, and the annual financial audit. The FY 2025 budget increase in this category included an increase in property insurance, additional lease payments to the Vehicle & Equipment Replacement Fund, and additional professional services for unforeseen projects. This category increased only slightly and represents 19.9% of the budget.

Other Charges

These object classifications are expenditures that do not apply to other expenditure classifications and include travel and training, membership dues, equipment rental, prisoner housing, 380 agreement reimbursements, administrative support allocation, election services, and historical structure refund. This list is not exclusive. There are currently no 380 agreements being budgeted.

Administrative Support Allocation

This allocation represents a percentage allocation for administrative services from the Water/Wastewater (W/WW), BP&L, Street Maintenance, Development Services and Hotel Occupancy Tax Funds. The departments providing support include City Council, Organizational, City Secretary, City Manager, Finance, Utility Customer Service, Human Resources, Information Technology, Community Engagement, and Public Works. This percentage is based on various factors including number of employees, amount of debt, etc. This allocation increased in the FY 2025 budget for several factors. In this budget, all positions being funded by Hotel Tax funds have been moved back to that budget and we have significantly reduced the administrative allocation from the Hotel Occupancy Tax fund to the General Fund. The overall allocation increased 13% due to the addition of 2 new departments allocating funds to the general fund.

Contingency

The Contingency category is funding for any unforeseen expenditures that may occur during the fiscal year. The Financial Management Policy states a minimum of \$35,000 must be appropriated in the budget. Expenses are not charged to this account directly; the budget is moved to the appropriate account for the expenditure.

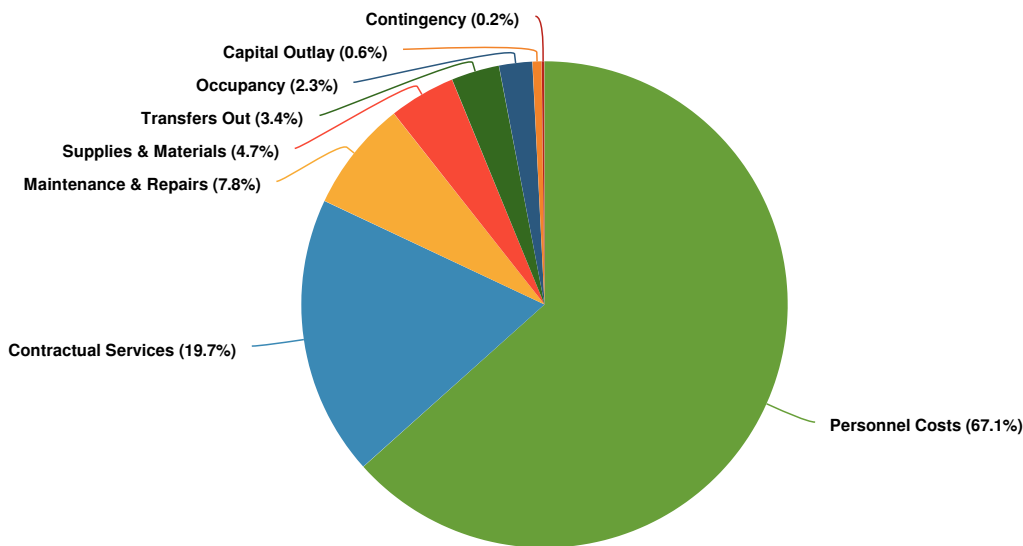
Capital Outlay

Capital Outlay expenditures have a useful life longer than a year and have a value of over \$5,000. This budget does not include any items in this category within the General Fund. These items are funded out of the General Fund one-time fund and the General Fund CIP fund.

Transfers Out

Transfers Out reflect a transfer from the General Fund to another fund within the City’s operating and capital budgets. In FY 2025, there were transfers to the Vehicle/Equipment Replacement Fund (\$620,000), General Fund CIP (\$0), Street Maintenance Fund (\$0), Cemetery fund (\$0), and General Fund One-Time Project Fund (\$0).

Budgeted Expenditures by Expense Type



Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2023 Budgeted (% Change)
Personnel Costs	\$12,336,310	\$11,401,835	\$12,259,605	7.5%
Supplies & Materials	\$712,929	\$758,061	\$853,791	12.6%
Maintenance & Repairs	\$825,166	\$796,900	\$1,426,933	79.1%
Occupancy	\$380,653	\$390,529	\$426,536	9.2%
Contractual Services	\$3,094,572	\$3,410,207	\$3,602,382	5.6%
Other Charges	-\$994,421	-\$835,563	-\$1,067,144	27.7%
Contingency	\$35,000	\$35,000	\$35,000	0%
Capital Outlay	\$0	\$0	\$118,000	N/A
Transfers Out	\$2,051,018	\$1,733,500	\$620,000	-64.2%
Total Expense Objects:	\$18,441,228	\$17,690,470	\$18,275,103	3.3%



General Fund one-time Expenses

Fund Description

The General Fund (One-time expenses) is funded from excess fund balance from the General Fund and BEDC for special projects, representing one-time sources of revenue used to increase the efficiency and effectiveness of operations.

Summary

The General Fund is transferring from excess Fund Balance over the 25% policy reserve amount to fund several one-time projects listed below in the expenditure section.

General Fund one-time Expenses Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$82,749	\$245,198	\$285,146
Revenues			
Transfers In	\$382,395	\$80,500	\$0
Interest Income	\$0	\$8,000	\$8,000
Total Revenues:	\$382,395	\$88,500	\$8,000
Expenditures			
Supplies & Materials	\$81,200	\$80,500	\$6,000
Maintenance & Repairs	\$30,000	\$30,000	\$0
Contractual Services	\$255,000	\$145,000	\$45,000
Capital Outlay	\$90,000	\$0	\$80,000
Total Expenditures:	\$456,200	\$255,500	\$131,000
Total Revenues Less Expenditures:	-\$73,805	-\$167,000	-\$123,000
Ending Fund Balance:	\$8,944	\$78,198	\$162,146

Expenditures by Expense Type

The one-time requests are listed below by department. These are all General Fund expenses.

Description	Department	Amount
Suitcase weights/Rock Screen - mowing equipment	Parks	\$6,000
Riverfront Park Playground Equipment	Parks	\$20,000
Riverfront Park Overlook Dock Repair	Parks	\$60,000
Annexation Plan (carryover FY23)	Dev Services	<u>\$45,000</u>
	TOTAL	\$131,000

Why?

To provide safe, reliable electric service to the citizens of Bastrop, Texas in a cost-effective, efficient manner through careful maintenance, and thoughtful capital improvements to the system.



Bastrop Power & Light

Fund Description

Bastrop Power & Light (BP&L) Fund is utilized to account for the financial activities related to the provision of electricity services to residents in the BP&L service territory. BP&L is responsible for the City's 7200-volt electric distribution system. There are 40.5 miles of overhead electrical lines and 7.1 miles of underground electrical lines, which provide services to approximately 2,922 customers. The Lower Colorado River Authority (LCRA) generates the electricity purchased by BP&L, acts as the liaison to the Electric Reliability Council of Texas (ERCOT) on behalf of BP&L and provides engineering studies and infrared and visual inspections that help pinpoint required system maintenance. LCRA also provides mutual assistance during disasters, providing personnel and equipment when needed.

Summary

The City of Bastrop is projecting \$9,484,000 of revenue in FY 2025, which represents a 6.9% increase over the prior year's budget. Budgeted expenditures are projected to increase by 2.3% or \$205,451 to \$9,105,925 in FY2025.

The Financial Management Policy states that the General Fund must maintain, at a minimum, 35% of Operating Expenditures in Fund Balance reserves. Based on the ending Fund Balances represented below, this fund will have a 49% reserve at the end of FY 2025. The 7% increase in the fund balance from FY 2024 projected to FY 2025 ending, comes from excess revenues over expenditures.

Bastrop Power & Light Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$4,175,419	\$4,246,430	N/A
Revenues	\$7,809,241	\$8,872,870	\$9,484,000
Expenditures	\$8,175,435	\$8,945,474	\$9,348,350
Total Revenues Less Expenditures:	-\$366,194	-\$72,604	\$135,650
Ending Fund Balance:	\$3,809,225	\$4,173,826	N/A

Revenue Summary

The total budgeted revenue for FY 2025 is an increase of 6.8% from FY 2024 budgeted. The revenue projections are conservative and reflect an increase in the LCRA pass through rate. The increase is also due to some development in the BP&L service area.

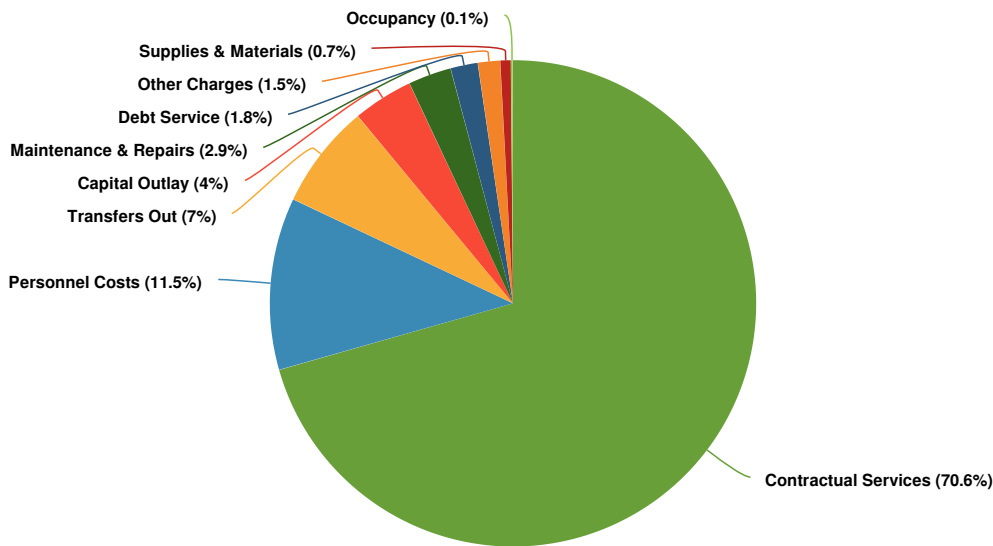
Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Bastrop Power & Light				
Electric Revenues	\$7,779,241	\$8,742,870	\$9,284,000	6.2%
Interest Income	\$30,000	\$130,000	\$200,000	53.8%

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Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Total Bastrop Power & Light:	\$7,809,241	\$8,872,870	\$9,484,000	6.9%

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Significant Base Budget changes for FY 2025

- The FY 2025 proposed budget includes a 5.8% wage adjustment. The Cost of Living Adjustment of 3.3% would be effective October 1st with the 2.5% merit (STEP) increase effective on the employment anniversary.
- The Maintenance and Repairs category increased due to inflation of costs to maintain the electric system.
- The Contractual Services increased due to the increase in the pass-through rate from LCRA of approximately 8%.

System Study Improvements

In accordance with the Services Agreement between the LCRA and the City of BAstrop, an Electric System Study was prepared to determine the adequacy of the existing distribution system, and to identify those improvements necessary to maintain reliable electric service over a five year time frame (2020-2025). The study is based on a detailed analysis of the existing system as well as the future system needed to meet future load growth within the City.

The report includes an analysis of the system performance, recommended system improvements and schedules, as well as an estimate of system construction costs. The study serves as a guideline for scheduling implementation system construction projects and provide cost estimates for budgets and financial forecasts.

The Electric System Study (2020-2025) was completed in FY 2022. All of the projects recommended for implementation from this study were implemented by the end of FY 2024. Money has been budgeted in FY 2025 for a new five year study to be completed.

Line Extensions

Line Extension revenue and expense can vary from year to year depending on development within the BP&L service area. There are several significant projects slated for FY 2025, so these accounts have been adjusted to reflect those.

Special Projects

FY 2025 is slated for upgrading and adding additional street lighting to promote pedestrian safety, traffic safety, enhanced walkability, and an opportunity to address citizen concerns regarding the need for more lighting in residential neighborhoods. The FY 2025 budget includes a carryover amount to continue this project.

Transfers Out

Transfers out include transfer to the Vehicle/Equipment and Replacement Fund (VERF) and the General Fund. The recommendation is not-to-exceed 11% of total current revenues transferred to the General Fund. This transfer is a flat amount to represent an in lieu of taxes amount, which can also be communicated as a return on investment amount. The General Fund transfer was increased back up to \$650K from \$600K. The transfer to VERF is to set funds aside for future vehicle and equipment replacements not yet in the VERF fund. BP&L is close to having all of its fleet and heavy equipment 100% in the VERF.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$1,097,248	\$1,001,668	\$1,070,570	6.9%
Supplies & Materials	\$52,700	\$49,800	\$65,675	31.9%
Maintenance & Repairs	\$234,500	\$267,000	\$267,000	0%
Occupancy	\$11,800	\$11,800	\$11,800	0%
Contractual Services	\$5,289,959	\$6,433,412	\$6,599,432	2.6%
Other Charges	\$46,000	\$39,200	\$139,200	255.1%
Contingency	\$159,758	\$0	\$0	0%
Capital Outlay	\$433,250	\$375,000	\$375,000	0%
Debt Service	\$165,220	\$167,594	\$169,673	1.2%
Transfers Out	\$685,000	\$600,000	\$650,000	8.3%
Total Expense Objects:	\$8,175,435	\$8,945,474	\$9,348,350	4.5%



Water & Wastewater Operating Fund

Fund Description

The Water and Wastewater enterprise is complex and made up of numerous funds. The main fund is the Water and Wastewater Operating Fund. This is where the operational revenues and expenditures are tracked. There is a Capital Improvement Fund, a Debt Service Fund, and an Impact Fee Fund (all shown separately).

Summary

The City of Bastrop is projecting \$9,628,000 of revenue in FY 2025, which represents a 7.9% increase over the prior year's budget. Budgeted expenditures are projected to increase by less than a half of percent or \$47,333 to \$9,612,280 in FY 2025.

The Financial Management Policy states that the General Fund must maintain, at a minimum, 24% of Operating Expenditures in Fund Balance reserves. Based on the ending Fund Balances represented below, this fund will have a 24% reserve at the end of FY 2025. This fund is being stressed currently with significant capital improvement projects. The fiscal forecast does show this ending reserve trending up in future years. This is something we will monitor closely.

Water & Wastewater Operating Fund Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$3,256,104	\$3,218,562	N/A
Revenues	\$7,927,692	\$8,922,540	\$9,628,000
Expenditures	\$8,592,325	\$9,573,234	\$9,617,899
Total Revenues Less Expenditures:	-\$664,633	-\$650,694	\$10,101
Ending Fund Balance:	\$2,591,471	\$2,567,868	N/A

Revenue by Fund

This fund generates the majority of its revenue through rates approved by the City Council. The rates are from a water and wastewater base fee along with consumption and service fees. There are a few wastewater wholesale customers with more anticipated in the future. West Bastrop Village has entered into a Wholesale Wastewater Agreement with the City of Bastrop. This subdivision started new home construction during FY 2022. The City will provide them with water through a Wholesale Water Agreement with Aqua Water Supply Corporation. There is the future Valverde subdivision that will also be served by the City's wastewater and a Wholesale Water Agreement with Aqua Water Supply Corporation. The revenue assumptions included in this budget are a 5% increase in the number of residential accounts serviced for water and wastewater, along with a correlating increase in consumption and 2.85% increase in commercial accounts.

RATES

The increases recommended in this budget are a **water rate** base fee increase of \$5.00 and increases on the base fee for 1.5" meters and above based on the chart below. This change was part of a phase-in plan that was recommended by the city's rate consultant to meet American Water Works Association meter equivalency standards by FY 2025.

Demand Charge by Meter Size - Water

Meter Size	Current Rate	FY 2024	FY 2025
3/4"	27.72	32.72	32.72
1"	47.13	54.53	54.53
1.5"	87.24	106.5	109.09
2"	136.01	168.59	174.5
3"	255.02	316.10	327.20
4"	379.24	503.96	545.33
6"	819.06	1,038.19	1,090.67

These rate increases will be brought to City Council by Ordinance at the end of September 2024. It will go into effect November 1, 2024 and will be applied to the November utility bills that are generated at the end of November 2023.

Revenue by Fund

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Water/Wastewater Fund				
Wastewater Revenue	\$4,100,839	\$4,318,740	\$4,763,000	10.3%
Water Revenue	\$3,796,520	\$4,489,300	\$4,715,000	5%
Miscellaneous	\$7,500	\$4,500	\$0	-100%
Interest Income	\$22,833	\$110,000	\$150,000	36.4%
Total Water/Wastewater Fund:	\$7,927,692	\$8,922,540	\$9,628,000	7.9%

Expenditures by Fund

The individual department budgets can be found in the department budget pages. This is an overview of this fund at a summary level.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Water/Wastewater Fund				
Personnel Costs	\$2,059,463	\$2,028,064	\$2,387,635	17.7%
Supplies & Materials	\$266,070	\$322,600	\$393,600	22%
Maintenance & Repairs	\$673,380	\$740,780	\$878,750	18.6%
Occupancy	\$340,300	\$537,900	\$554,700	3.1%
Contractual Services	\$1,521,372	\$1,520,620	\$1,595,944	5%
Other Charges	\$43,340	\$38,270	\$37,270	-2.6%
Contingency	\$10,000	\$10,000	\$10,000	0%
Transfers Out	\$3,678,400	\$4,375,000	\$3,760,000	-14.1%
Total Water/Wastewater Fund:	\$8,592,325	\$9,573,234	\$9,617,899	0.5%



Hotel Occupancy Tax Fund

Fund Description

The Hotel Tax Fund is utilized primarily to account for the receipt and expenditures of funds received by the City from the assessment of hotel occupancy tax. This fund contains the following divisions: Organizational Funding, Convention Center, Main Street Program, Cultural Arts Commission, and the Rodeo Arena.

Summary

The City of Bastrop is projecting \$3,958,000 of revenue in FY 2025, which represents a 10.8% decrease over the prior year's budget. Budgeted expenditures are projected to decrease by \$243,074 to \$4,015,709 in FY 2025.

The Financial Management Policy states that the General Fund must maintain, at a minimum, 50% of Operating Expenditures in Fund Balance reserves. Based on the ending Fund Balances represented below, this fund will have a 98% reserve at the end of FY 2025. The fund balance from FY 2024 projected to FY 2025 ending will remain relatively static.

Hotel Occupancy Tax Fund Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$3,633,804	\$3,408,456	\$2,735,769
Revenues	\$3,131,554	\$4,441,540	\$3,958,000
Expenditures	\$3,899,827	\$4,258,786	\$4,040,117
Total Revenues Less Expenditures:	-\$768,273	\$182,754	-\$82,117
Ending Fund Balance:	\$2,865,531	\$3,591,210	\$2,653,652

Revenues by Source

Revenue Assumptions

The overall FY 2024 year-end projected revenue is down by 18.75% under the original adopted budget. An amendment was made to reduce the budgeted revenue in the middle of FY 2024. Revenue is budgeted to be \$3,958,000 for FY 2025, which is 8% or \$291,460 more than FY 2024 year-end budget projections.

Outlined below are explanations for two (2) major sources that make up 96% of the fund's revenue.

Hotel Occupancy Tax

Hotel Occupancy Tax is set at a rate of 13.5% in the City of Bastrop and its ETJ. Of the tax collected, 6% goes to the State, 7% goes to the City, and .5% goes to the County, if in the City's ETJ. Hotel Occupancy Tax is budgeted at \$3,500,000 which is 7% increase from the FY 2024 amended budget. With the tourism industry growing in Bastrop, the proposed revenue is in line with current projections.

Charges for Services

These fees represent revenues collected from Convention Center sponsored events, such as Farm Street Opry; Main Street sponsored events, such as Table on Main; Convention Center rentals, and catering services. The FY 2025 budgeted amount is \$301,000, which is approximately 2.5% or \$7,500 more than FY 2024 budget.

Intergovernmental - This category includes \$25,000 from the Bastrop Economic Development Corporation and \$11,000 from Visit Bastrop.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source				
Taxes & Penalties	\$2,830,000	\$4,000,000	\$3,500,000	-12.5%
Licenses & Permits	\$2,000	\$2,000	\$2,000	0%
Charges for Services	\$218,000	\$293,500	\$301,000	2.6%
Intergovernmental	\$66,554	\$61,040	\$40,000	-34.5%
Interest Income	\$15,000	\$85,000	\$115,000	35.3%
Total Revenue Source:	\$3,131,554	\$4,441,540	\$3,958,000	-10.9%

Expenditures by Fund

The individual department budgets can be found in the department budget pages. This is an overview of this fund at a summary level.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Hotel/Motel Tax Fund			
Personnel Costs	\$0	\$448,586	\$586,655
Supplies & Materials	\$65,200	\$56,200	\$56,700
Maintenance & Repairs	\$51,450	\$51,450	\$54,500
Occupancy	\$51,200	\$51,296	\$51,296
Contractual Services	\$3,000,967	\$2,961,744	\$2,573,356
Other Charges	\$149,510	\$138,010	\$171,510
Contingency	\$33,500	\$33,500	\$28,500

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Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Capital Outlay	\$25,000	\$0	\$0
Transfers Out	\$523,000	\$518,000	\$517,600
Total Hotel/Motel Tax Fund:	\$3,899,827	\$4,258,786	\$4,040,117



Summary

This fund was new for FY 2024. This department was previously in the General Fund. It has been determined that this department and its related revenue be treated as a Special Revenue Fund. The beginning fund balance was estimated using the net of FY 2023 projected revenue over projected expenditures. The available fund balance in this fund will be used for the purposes of future development and/or additional expenditure needs within this fund. The budget is projecting \$1,930,000 of revenue in FY 2025, which represents a 22% decrease from the prior year. Budgeted expenditures are projected to increase by 7% or \$122,036K to \$1,822,024 in FY 2025.

Services



Development Services Comprehensive Summary

Name	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$1	\$877,117
Revenues	\$2,476,000	\$1,930,000
Expenditures	\$1,699,988	\$1,848,655
Total Revenues Less Expenditures:	\$776,012	\$81,345
Ending Fund Balance:	\$776,013	\$958,462

Revenues by Source

The proposed FY 2025 revenue is based on the a decreased level of development activity than we saw in FY 2023 based on trends in FY 2024. There are active developments including Pearl River, Valverde subdivision, Burluson Crossing East, and several smaller infill projects. The economy continues to be strong.

Name	FY2024 Budgeted	FY2025 Budgeted
Revenue Source		
Licenses & Permits		
INSPECTION FEES	\$400,000	\$400,000
FIRE INSPECTION FEES	\$6,000	\$10,000
DEVELOPMENT AGREEMENTS	\$50,000	\$50,000
PUBLIC IMPROVEMENT FEES	\$750,000	\$250,000
SITE DEVELOPMENT PLANNING	\$35,000	\$35,000
FIRE REVIEW FEE	\$15,000	\$15,000
BUILDING PERMITS-RESIDENTIAL	\$400,000	\$410,000
BUILDING PERMITS-COMMERCIAL	\$450,000	\$500,000
ZONING FEES	\$50,000	\$50,000
PLATTING FEES	\$200,000	\$75,000
TRADE PERMIT	\$120,000	\$135,000
Total Licenses & Permits:	\$2,476,000	\$1,930,000
Total Revenue Source:	\$2,476,000	\$1,930,000

Significant Base Budget Changes in FY 2025

This department includes 3 divisions, Planning, Customer Service, and Building Inspections. Personnel costs decreased with a vacant position not being filled. The department currently has 14 positions. . As you will see, the Contractual Service line has been increased significantly to include the cost of half of the assistant city manager and the department's portion of administrative costs. ThThe Budget Overview section includes a detail of all personnel changes.

Expenditures by Function

Name	FY2024 Budgeted	FY2025 Budgeted
Expenditures		
Development Services		
Customer Service		
Personnel Costs	\$394,940	\$303,050
Supplies & Materials	\$7,000	\$11,500
Maintenance & Repairs	\$13,020	\$13,020
Occupancy	\$2,500	\$2,500
Contractual Services	\$700	\$215,755
Other Charges	\$8,500	\$37,000
Total Customer Service:	\$426,660	\$582,825
Building Inspection		
Personnel Costs	\$451,871	\$401,340
Supplies & Materials	\$7,050	\$19,000
Maintenance & Repairs	\$1,000	\$3,000
Occupancy	\$2,200	\$2,200
Contractual Services	\$86,207	\$123,610
Other Charges	\$14,000	\$54,150
Total Building Inspection:	\$562,328	\$603,300
Planning		
Personnel Costs	\$672,150	\$599,680
Supplies & Materials	\$5,000	\$11,000
Maintenance & Repairs	\$7,250	\$7,250
Occupancy	\$7,100	\$7,100
Contractual Services	\$9,500	\$20,000
Other Charges	\$10,000	\$17,500
Total Planning:	\$711,000	\$662,530
Total Development Services:	\$1,699,988	\$1,848,655
Total Expenditures:	\$1,699,988	\$1,848,655



Vehicle and Equip Replacement Fund

Fund Description

The Vehicle and Equipment Replacement Fund has been established to account for activities related to vehicle and equipment replacement services provided to other departments within the City on a cost-reimbursement basis.

Summary

The City of Bastrop is budgeting for \$2,153,311 of revenue in FY 2025, which represents a 21% increase from the prior year. Budgeted expenditures are projected to increase by 61% or \$1,101,300 to \$2,905,368 in FY 2024.

Vehicle and Equip Replacement Fund Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY25 Budget Book EWM (Vehicle/Equip Rplc Fund)
Beginning Fund Balance:	\$4,426,869	\$5,090,034	\$5,315,955
Revenues	\$1,435,490	\$1,811,584	\$2,195,311
Expenditures	\$918,623	\$1,804,068	\$2,905,368
Total Revenues Less Expenditures:	\$516,867	\$7,516	-\$710,057
Ending Fund Balance:	\$4,943,736	\$5,097,550	\$4,605,898

Revenues by Source

The majority of the revenue in FY 2025 is coming from transfers into the fund from the General Fund and Water/Wastewater Fund. Since not all of the city's fleet and equipment are participating in the replacement fund, there must be up front capital used to make the initial purchase, then the department contribution will start annually to be available when the assets need replacing in the future.

Transfer In:

Fund	Amount
General Fund	\$620,000
Water/Wastewater	\$50,000
TOTAL TRANSFER IN	\$670,000

Charges for Services represents the annual lease payments made from all departments for replacement of vehicles and equipment that were leased or purchased out of the Vehicle and Equipment Replacement Fund.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source				
Charges for Services	\$666,867	\$851,584	\$1,378,311	61.9%
Transfers In	\$753,623	\$865,000	\$712,000	-17.7%
Interest Income	\$15,000	\$95,000	\$105,000	10.5%
Total Revenue Source:	\$1,435,490	\$1,811,584	\$2,195,311	21.2%

Expenditures by Expense Type

The requests for new or replacement vehicles and equipment are identified in the table below, listed by department.

Description	Department	New/Rplc	Amount
Virtual Servers Host Replacement	Information Technology	R	\$166,087
Virtual Servers Storage Replacement	Information Technology	R	\$218,090
Truck - Crew Cab	Building Maintenance	N	\$49,020
Truck - Crew Cab	Building Maintenance	N	\$49,020
Truck - Crew Cab	Building Maintenance	N	\$53,930
10 Vehicles - Outfitted	Police	N/R	\$850,000
Stryker Lifepak	Fire	N	\$43,832
Stryker Lucas Device	Fire	N	\$20,914
Mower	Public Works-Parks	R	\$21,500
Utility Vehicle	Street Maintenance	N	22,617
Zero Turn Mower	Street Maintenance	R	\$21,417
Ashpalt Roller	Street Maintenance	N	\$60,555
Paving Machine	Street Maintenance	R	\$224,431
Backhoe	Street Maintenance	R	\$132,062
Patch Truck Dump Bed	Street Maintenance	N	\$18,845
Truck - 1/2 ton	W/WW	R	\$50,318
Truck- 1/2 ton	W/WW	R	\$50,318
Truck- 1/2 ton	W/WW	R	\$50,318
Dump Truck	W/WW	R	\$104,408
Mini Excavator	W/WW	N	\$81,250
Truck - 3/4 ton	BP&L	R	\$86,750
Truck - 3/4 ton	BP&L	R	\$86,750
		TOTAL	\$2,453,427

The contractual services represent the lease payments for leased vehicles. We are not adding any leased vehicles in FY 2025

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Contractual Services				
LEASE PAYMENTS	\$200,000	\$435,068	\$451,941	3.9%
Total Contractual Services:	\$200,000	\$435,068	\$451,941	3.9%
Capital Outlay				
EQUIPMENT	\$183,623	\$230,000	\$1,104,927	380.4%
VEHICLE	\$535,000	\$1,139,000	\$1,348,500	18.4%
Total Capital Outlay:	\$718,623	\$1,369,000	\$2,453,427	79.2%
Total Expense Objects:	\$918,623	\$1,804,068	\$2,905,368	61%



Type B - Bastrop Economic Development Corp.

Fund Description

The purpose of the Economic Development Corporation is to enhance the quality of life in the City of Bastrop, by providing appropriate infrastructure and by promoting and assisting the kind of economic development in our community which will provide the people of Bastrop meaningful and rewarding employment opportunities and greater access to desirable goods and services.

Summary

The City of Bastrop is budgeting for \$1,402,572 of revenue in FY 2025, which represents a 70.4% decrease over the prior year budget. The sales tax allocation was decreased by 3/8 of 1 cent beginning April 2024 as voted on by the citizens. Budgeted expenditures are projected to decrease by 87% or \$9,014,333 to \$1,336,916 in FY 2025. There are projects that will be funded through prior year funds.

Type B - Bastrop Economic Development Corp. Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$7,573,896	\$9,504,234	\$9,882,141
Revenues	\$4,213,909	\$4,746,140	\$1,402,572
Expenditures	\$9,409,248	\$10,350,970	\$2,336,916
Total Revenues Less Expenditures:	-\$5,195,339	-\$5,604,830	-\$934,344
Ending Fund Balance:	\$2,378,557	\$3,899,404	\$8,947,797

Revenues by Source

The City of Bastrop adopted and levied a one-half of one percent sales tax at an election held on January 21, 1995, for the purpose of Type B economic development. Sales tax revenue is 94% of the total revenue.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source				
Taxes & Penalties	\$4,183,039	\$4,458,090	\$1,114,522	-75%
Charges for Services	\$15,870	\$18,050	\$18,050	0%
Miscellaneous	\$0	\$20,000	\$20,000	0%
Interest Income	\$15,000	\$250,000	\$250,000	0%
Total Revenue Source:	\$4,213,909	\$4,746,140	\$1,402,572	-70.4%

Expenditures by Expense Type

The reduction in personnel costs is a reduction in staff. There will be 2 FTEs, an interim executive director, and a part time employee. The decrease in contractual service is due to a significant amount of projects being complete in FY2024. The remaining projects the EDC is funding are Blakey Lane extension and the sports complex study. The reduction in Capital Outlay is due to all projects being substantially complete in FY 2024 with no new projects planned for FY 2025.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$905,739	\$799,383	\$306,454	-61.7%
Supplies & Materials	\$20,560	\$14,200	\$5,000	-64.8%
Maintenance & Repairs	\$16,000	\$16,000	\$12,000	-25%
Occupancy	\$58,400	\$56,200	\$13,675	-75.7%
Contractual Services	\$3,039,560	\$5,101,560	\$1,284,060	-74.8%
Other Charges	\$1,072,375	\$638,400	\$215,500	-66.2%
Contingency	\$25,000	\$50,000	\$25,000	-50%
Capital Outlay	\$4,000,000	\$3,400,000	\$200,000	-94.1%
Debt Service	\$271,614	\$275,227	\$275,227	0%
Total Expense Objects:	\$9,409,248	\$10,350,970	\$2,336,916	-77.4%

Contractual Services - City Projects Funded

PROJECT	AMOUNT
Downtown Lighting Project (carryover)	\$60,000
Blakey Lane Extension (carryover)	\$771,725
TOTAL	\$4,772,000

These projects will be managed by City of Bastrop staff but funded by 4B sales tax from Bastrop Economic Development Corporation.





This fund is used for the operations of the Fairview Cemetery. This fund retains 80% of fees associated with plot sales and the expenses associated with the perpetual care and upkeep of plots and graves in the cemetery.

Summary

The City of Bastrop is budgeting for \$165,800 of revenue in FY 2025, which represents a 1.5% increase over the prior year. There will also be a transfer in of approximately \$650,000 from the general fund for the construction of the columbarium. This will be repaid to the general fund. Budgeted expenditures are projected to increase by 227% or \$566,327 to \$815,567 in FY 2025.

Fairview Cemetery Funds Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$116,148	\$87,724	\$60,505
Revenues	\$161,200	\$163,400	\$815,800
Expenditures	\$217,901	\$249,243	\$815,567
Total Revenues Less Expenditures:	-\$56,701	-\$85,843	\$233
Ending Fund Balance:	\$59,447	\$1,881	\$60,738

Revenue by Fund

The \$83,600 in miscellaneous revenue is the fee for burial opening and closing. This is partially offset by a contracted service expense. This was a new service the city took over in FY 2023. Lot sales revenue was increased by 15.4% due to the expansion of the cemetery. The transfer from the General Fund is support for an the development of Block 9.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Fairview Cemetery - Oper				
MISCELLANEOUS	\$76,000	\$53,200	\$83,600	57.1%
RECORDING FEES	\$1,200	\$1,200	\$1,200	0%
PERMIT FEES	\$3,000	\$2,500	\$2,500	0%
LOT SALES - OPERATING	\$80,000	\$65,000	\$75,000	15.4%
TRANS IN - GENERAL FUND		\$38,000	\$650,000	1,610.5%
INTEREST EARNED-OPERATING	\$1,000	\$3,500	\$3,500	0%
Total Fairview Cemetery - Oper:	\$161,200	\$163,400	\$815,800	399.3%

Expenditures by Expense Type

The Maintenance and Repairs include street maintenance on selected streets. The Contractual Services include grave burial services, and seasonal help for keeping up with the mowing during the summer.

Capital outlay is for engineering costs associated with the development of Block 9 for future lot sales

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$65,316	\$67,608	\$70,287	4%
Supplies & Materials	\$4,200	\$5,100	\$7,750	52%
Maintenance & Repairs	\$34,005	\$7,005	\$8,500	21.3%
Occupancy	\$2,600	\$2,600	\$2,600	0%
Contractual Services	\$96,900	\$63,050	\$72,550	15.1%
Other Charges	\$880	\$880	\$880	0%
Contingency	\$3,000	\$3,000	\$3,000	0%
Capital Outlay	\$11,000	\$100,000	\$650,000	550%
Total Expense Objects:	\$217,901	\$249,243	\$815,567	227.2%



Fairview Cemetery Permanent Fund

This fund is the perpetual trust fund created by the city. This fund receives 20% of the sale of plots to be invested in the long-term to be able to have the funds necessary to maintain the cemetery when there are no longer plots to sell.

Summary

The total revenue is projected at \$37,000 for FY 2025, which is an increase of 5.8% over FY 2024. This increase is attributed to higher rate of return on the long-term investments. There are no expenditures in this fund.

Fairview Cemetery Permanent Fund Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$441,542	\$473,860	\$514,582
Revenues	\$23,500	\$35,000	\$37,000
Total Revenues Less Expenditures:	\$23,500	\$35,000	\$37,000
Ending Fund Balance:	\$465,042	\$508,860	\$551,582

Revenues by Source

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Revenue Source			
Miscellaneous			
LOT SALES - PERMANENT	\$20,000	\$20,000	\$22,000
Total Miscellaneous:	\$20,000	\$20,000	\$22,000
Interest Income			
INTEREST INCOME-PERMANENT	\$3,500	\$15,000	\$15,000
Total Interest Income:	\$3,500	\$15,000	\$15,000
Total Revenue Source:	\$23,500	\$35,000	\$37,000



Fund Description

This fund is used to account for the application of any gifts and donations received for the benefit of the Library.

Summary

The City of Bastrop is budgeting for \$21,000 of revenue in FY 2025, which represents no increase over the prior year. Budgeted expenditures are projected to increase by \$3,300 to \$20,800 in FY 2025.

The FY 2025 budget will be used to supplement the library's general fund budget with funds for additional book inventory. The transfer to the General Fund is to offset the cost of temporary summer staff to support the annual summer reading program.

Library Designated Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$63,750	\$38,360	\$45,672
Revenues			
Miscellaneous	\$20,000	\$20,000	\$20,000
Interest Income	\$750	\$1,000	\$1,000
Total Revenues:	\$20,750	\$21,000	\$21,000
Expenditures			
Supplies & Materials	\$20,000	\$10,500	\$11,500
Maintenance & Repairs	\$20,000	\$0	\$0
Contractual Services	\$1,000	\$1,000	\$800
Other Charges	\$5,000	\$3,000	\$2,500
Transfers Out	\$3,000	\$3,000	\$4,000
Total Expenditures:	\$49,000	\$17,500	\$18,800
Total Revenues Less Expenditures:	-\$28,250	\$3,500	\$2,200
Ending Fund Balance:	\$35,500	\$41,860	\$47,872



Hunter's Crossing Public Improvement District

Fund Description

The Hunters Crossing PID Fund was established as a Public Improvement District under Chapter 372, Texas Local Government Code, to fund public infrastructure improvements within the Hunter's Crossing Improvement District. This fund collects the assessments approved by the City Council of the City of Bastrop and paid for by the property owners within the District. The assessments fund the expenses associated with maintaining the assets of the District and reimbursing the developer annually from the capital portion of the assessment.

Summary

The City of Bastrop is budgeting for \$559,019 of revenue in FY 2025, which represents a 0% increase over the prior year. Budgeted expenditures are projected to remain static in FY 2025.

Hunter's Crossing Public Improvement District Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$92,817	\$118,171	\$245,238
Revenues	\$575,879	\$581,279	\$581,279
Expenditures	\$552,405	\$559,019	\$559,019
Total Revenues Less Expenditures:	\$23,474	\$22,260	\$22,260
Ending Fund Balance:	\$116,291	\$140,431	\$267,498

Revenues by Source

The Service and Assessment Plan was reviewed and approved by City Council on August 13, 2025. There were no changes to the assessment amounts for this budget period.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source				
Taxes & Penalties	\$574,279	\$574,279	\$574,279	0%
Interest Income	\$1,600	\$7,000	\$7,000	0%
Total Revenue Source:	\$575,879	\$581,279	\$581,279	0%

Expenditures by Expense Type

The transfer out is related to debt service for the fence replacement project.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Maintenance & Repairs	\$107,530	\$111,144	\$111,144	0%
Contractual Services	\$22,975	\$17,975	\$17,975	0%
Other Charges	\$355,000	\$355,000	\$355,000	0%
Transfers Out	\$66,900	\$74,900	\$74,900	0%
Total Expense Objects:	\$552,405	\$559,019	\$559,019	0%



Water/WW Impact Fees

The City of Bastrop has adopted water and wastewater impact fees to allow development to share the cost of infrastructure needs. These fees are reviewed at least every five years and adopted by the City Council. The City has been reviewing these fees more frequently due to changes in costs and demands for additional projects. These funds can be used to pay debt payments or fund projects directly. This fund is very important in allowing the City to control the rates charged to current customers.

Summary

The City of Bastrop is projecting \$3.42M of revenue in FY2025, which represents a 29.5% decrease over the prior year. Budgeted expenditures are projected to decrease by 39.5% or \$2.42M to \$3.71M in FY2025.

Water/WW Impact Fees Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$4,615,273	\$3,959,351	\$2,772,430
Revenues	\$3,330,450	\$4,848,640	\$3,415,997
Expenditures	\$5,884,300	\$6,125,501	\$3,707,000
Total Revenues Less Expenditures:	-\$2,553,850	-\$1,276,861	-\$291,003
Ending Fund Balance:	\$2,061,423	\$2,682,490	\$2,481,427

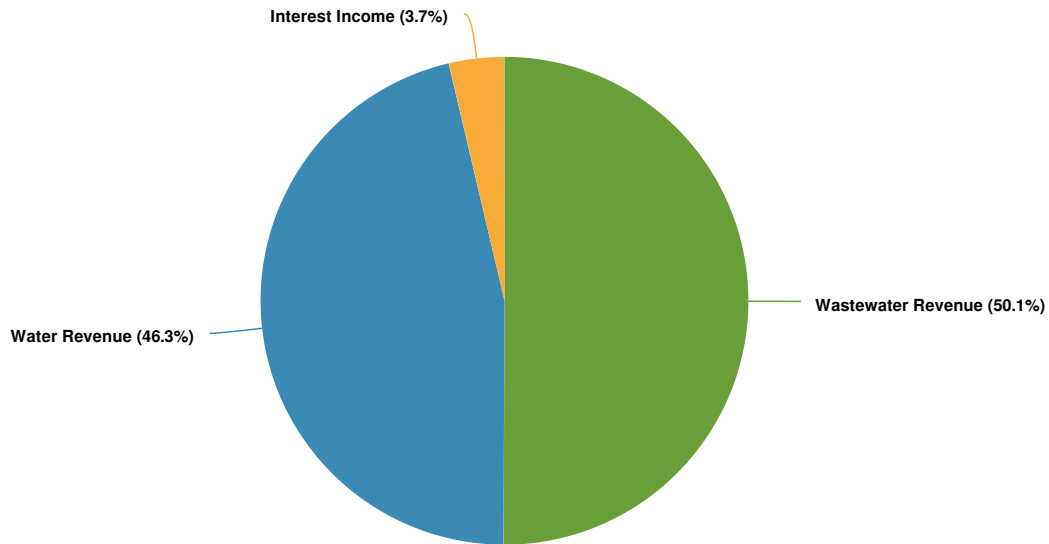
Revenues by Source

The Impact Fee Fund generates revenue through impact fees that are assessed and collected as a part of development. This fee was last adopted on July 26, 2022. The City has hired a consultant to perform an impact fee study. Once the study is received we will consider adjust the impact fee as suggested.

The revenue estimates are based on the following assumptions:

- Val Verde - 250 LUE's (water & wastewater)
- West Bastrop Village - 50 LUE's (wastewater)

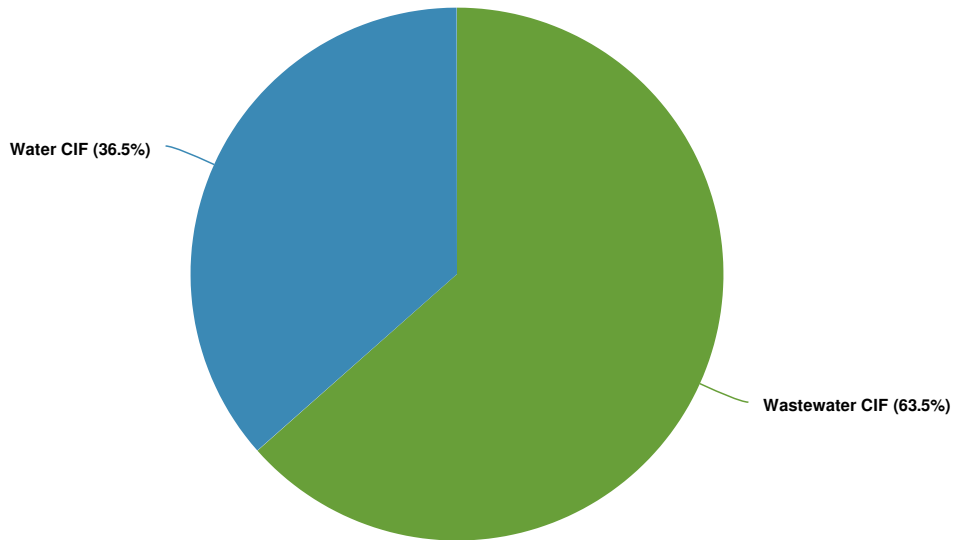
Projected 2025 Revenues by Source



Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Revenue Source			
Wastewater Revenue	\$2,459,941	\$2,649,094	\$1,710,097
Water Revenue	\$848,509	\$2,074,546	\$1,580,900
Interest Income	\$22,000	\$125,000	\$125,000
Total Revenue Source:	\$3,330,450	\$4,848,640	\$3,415,997

Expenditures by Function

Budgeted Expenditures by Function



The contractual service is the cost of a fee review if needed. We use a third party consultant to facilitate the review and calculate the fees. The transfer out is the amount going to debt service on bonds already issued for eligible projects.

The capital outlay is for the following projects:

- Water - 1 MG Elevated Tank east of FM 969
- Wastewater - \$1.5M for finishing Westside Collectin Lines for WWTP#3 and \$1.5M for Transfer Lift Station and Force Main for WWTP#3

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Expenditures			
Water CIF			
Contractual Services	\$5,000	\$5,000	\$5,000
Capital Outlay	\$2,300,000	\$1,000,000	\$0
Transfers Out	\$321,300	\$1,093,714	\$1,348,500
Total Water CIF:	\$2,626,300	\$2,098,714	\$1,353,500
Wastewater CIF			
Contractual Services	\$5,000	\$5,000	\$5,000
Capital Outlay	\$2,500,000	\$3,000,000	\$1,000,000
Transfers Out	\$753,000	\$1,021,787	\$1,348,500
Total Wastewater CIF:	\$3,258,000	\$4,026,787	\$2,353,500
Total Expenditures:	\$5,884,300	\$6,125,501	\$3,707,000



General Gov't CIP Projects

Fund Description

This fund was created to track Capital Improvement Plan projects.

Summary

The City of Bastrop is budgeting for \$4,792,000 of revenue in FY 2024, which represents a 57% increase over the prior year. Budgeted expenditures are projected to increase by 67% or \$2,113,240 to \$5,265,240 in FY 2024. The projects being funded are detailed in the expenditure schedule below.

General Gov't CIP Projects Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$158,561	\$206,132	\$239,683
Revenues	\$3,052,000	\$4,792,000	\$841,057
Expenditures	\$3,152,000	\$5,265,240	\$839,557
Total Revenues Less Expenditures:	-\$100,000	-\$473,240	\$1,500
Ending Fund Balance:	\$58,561	-\$267,108	\$241,183

Revenue by Fund

There are two revenue contributions being made to this fund. The General Fund is transferring excess fund balance to fund capital projects and Bastrop Economic Development Corporation is funding specific capital projects with 4B funds. The Bastrop Economic Development Corp. contributions are recorded as Capital Contributions into this fund. The specific projects are outlined in the below table.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
CIP General Gov't Projects				
CAPITAL CONTRIBUTIONS	\$2,687,000	\$4,772,000	\$839,557	-82.4%
<i>Downtown Lighting Proj</i>	\$164,000	\$141,500	\$25,000	-82.3%
<i>Sports Complex Study</i>	\$50,000	\$0	\$0	0%
<i>Agnes Ext grant match</i>	\$43,000	\$123,000	\$42,832	-65.2%
<i>Transportation Master Plan 50%</i>	\$100,000	\$0	\$0	0%
<i>Emile MC & Rec Complex Site Plan</i>	\$100,000	\$0	\$0	0%
<i>Intersection Improv Eng</i>	\$230,000	\$207,500	\$0	-100%
<i>Blakey Ln St Ext. Proj.</i>	\$1,000,000	\$1,350,000	\$771,725	-42.8%
<i>South St to Lovers Ln Ext.</i>	\$1,000,000	\$2,950,000	\$0	-100%
TRANS IN - GENERAL FUND #101	\$365,000	\$0	\$0	0%
<i>Transportation Master Plan 50%</i>	\$100,000	\$0	\$0	0%
<i>Transportation Impact Fee</i>	\$80,000	\$0	\$0	0%
<i>Facilities Master Plan</i>	\$120,000	\$0	\$0	0%
<i>Park Improvements</i>	\$65,000	\$0	\$0	0%
INTEREST EARNED	\$0	\$20,000	\$1,500	-92.5%
Total CIP General Gov't Projects:	\$3,052,000	\$4,792,000	\$841,057	-82.4%



Expenditures by Expense Type

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Contractual Services				
PROFESSIONAL SERVICE	\$780,000	\$570,740	\$0	-100%
<i>Comp plan</i>	\$100,000	\$93,240	\$0	-100%
<i>Sports Complex Study</i>	\$50,000	\$0	\$0	0%
<i>Transportation Impact Fee</i>	\$80,000	\$0	\$0	0%
<i>Transportation Master Plan</i>	\$200,000	\$150,000	\$0	-100%
<i>Intersection Improv Eng</i>	\$230,000	\$207,500	\$0	-100%
<i>Facilities Master Plan</i>	\$120,000	\$120,000	\$0	-100%
Total Contractual Services:	\$780,000	\$570,740	\$0	-100%
Capital Outlay				
CAPITAL OUTLAY	\$2,372,000	\$4,694,500	\$839,557	-82.1%
<i>Playground Equip</i>	\$65,000	\$130,000	\$0	-100%
<i>Downtown Lighting Proj</i>	\$164,000	\$141,500	\$25,000	-82.3%
<i>Agnes Ext grant match</i>	\$43,000	\$123,000	\$42,832	-65.2%
<i>Emile MC & Rec Complex Site Plan</i>	\$100,000	\$0	\$0	0%
<i>Blakey Ln St Extension</i>	\$1,000,000	\$1,350,000	\$771,725	-42.8%
<i>South St to Lovers Ln Ext</i>	\$1,000,000	\$2,950,000	\$0	-100%
Total Capital Outlay:	\$2,372,000	\$4,694,500	\$839,557	-82.1%
Total Expense Objects:	\$3,152,000	\$5,265,240	\$839,557	-84.1%



Street Maintenance Fund

Fund Description

This fund was created to contain revenue generated specifically for street maintenance to improve the City's overall Pavement Condition Index.

Summary

The City of Bastrop is budgeting for \$2,914,000 of revenue in FY 2025. In FY 2024 the citizens voted to allocate 3/8 of 1 cent of sales tax to the street maintenance fund beginning April 2024. Budgeted expenditures are projected to increase by 217% or \$2,002,513 to \$2,924,009 in FY 2025. .

Street Maintenance Fund Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$109,410	\$581,322	\$2,495,328
Revenues			
Taxes & Penalties			\$2,925,000
Other Income			\$64,000
Transfers In	\$800,000	\$800,000	\$0
Interest Income	\$3,500	\$10,000	\$50,000
Total Revenues:	\$803,500	\$810,000	\$3,039,000
Expenditures			
Personnel Costs	\$0	\$0	\$1,268,876
Supplies & Materials			\$152,000
Maintenance & Repairs	\$0	\$0	\$675,000
Occupancy			\$10,750
Contractual Services	\$0	\$0	\$430,574
Other Charges			\$1,800
Capital Outlay	\$807,927	\$921,483	\$500,000
Total Expenditures:	\$807,927	\$921,483	\$3,039,000
Total Revenues Less Expenditures:	-\$4,427	-\$111,483	\$0
Ending Fund Balance:	\$104,983	\$469,839	\$2,495,328

Expenditures by Expense Type

During FY 2022, the city contracted for an update to the Pavement Condition Index. This update provided feedback on the current condition of the city streets and established street maintenance plans, with a list of streets in priority for the next several years. In FY 2024 the City of Bastrop reviewed the lists of streets and their conditions and initiated a plan to begin repairs and maintenance on the streets in the poorest conditions.

In FY 2025 the Street Maintenance Fund plans to perform the following work to continue :

- 24 Lane miles of HA5
- 5 Lane Miles of Double Seal & HA5
- 4 Lane Miles of 2" overlay TyD & Under Seal Pecan Park Subdivision with Terra Cool
- 3 Lane Miles of 8" Full Depth Repair
- 3 Lane Miles of Rehab P2 Stabilization

- 2300 Linear Feet of 4' Wide Sidewalks

- 1170 Linear Feet of new guardrails to bring up to standard

- 1630 Linear feet of New Concrete Flume to improve drainage

Name	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects			
Personnel Costs			
OPERATIONAL SALARIES		\$863,800	N/A
OVERTIME		\$10,000	N/A
SOCIAL SECURITY		\$66,100	N/A
RETIREMENT		\$122,200	N/A
GROUP INSURANCE		\$150,000	N/A
WORKERS COMP		\$50,576	N/A
LONGEVITY		\$6,200	N/A
Total Personnel Costs:	\$0	\$1,268,876	N/A
Supplies & Materials			
SUPPLIES		\$3,500	N/A
OFFICE EQUIPMENT/FURNITURE		\$2,000	N/A
EQUIPMENT		\$2,000	N/A
JANITORIAL EQUIPMENT		\$500	N/A
CHEMICALS		\$12,500	N/A
SMALL TOOLS		\$4,000	N/A
FUEL		\$40,000	N/A
STREET SIGNS & 911 ADDRESSING		\$12,500	N/A
HOT MIX, ASPHALT, GRAVEL		\$75,000	N/A
Total Supplies & Materials:		\$152,000	N/A
Maintenance & Repairs			
EQUIPMENT MAINTENANCE		\$35,000	N/A

Name	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
SIDEWALKS		\$20,000	N/A
CRACK SEAL	\$0	\$20,000	N/A
DRAINAGE	\$0	\$50,000	N/A
SURFACE TREATMENT	\$0	\$75,000	N/A
STRUCTURAL OVERLAY	\$0	\$472,000	N/A
PARKING LOTS		\$3,000	N/A
Total Maintenance & Repairs:	\$0	\$675,000	N/A
Occupancy			
COMMUNICATIONS		\$3,500	N/A
UTILITIES		\$7,250	N/A
Total Occupancy:		\$10,750	N/A
Contractual Services			
PROFESSIONAL SERVICES		\$3,500	N/A
UNIFORMS		\$15,300	N/A
ENGINEERING	\$0	\$10,000	N/A
ADMINISTRATIVE SERVICES		\$50,000	N/A
CONTRACTED SERVICES		\$130,000	N/A
EQUIPMENT RENTAL		\$5,000	N/A
VEHICLE/EQUIP REPLACEMENT FEE		\$216,774	N/A
Total Contractual Services:	\$0	\$430,574	N/A
Other Charges			
ADVERTISING		\$150	N/A
TRAVEL & TRAINING		\$1,500	N/A
DUES, SUBSCRIPTION AND PUB		\$150	N/A
Total Other Charges:		\$1,800	N/A
Capital Outlay			
STREET IMPROVEMENTS	\$921,483	\$500,000	-45.7%
Total Capital Outlay:	\$921,483	\$500,000	-45.7%
Total Expense Objects:	\$921,483	\$3,039,000	229.8%





Park/Trail Land Dedication Fund

Fund Description

This fund is used to account for receipts and disbursement of funds designated for special improvement projects related to City parks and trails.

Summary

The City of Bastrop is projecting \$1,865 of revenue in FY 2024. Budgeted expenditures are projected to be \$0. This fund received a prepaid payment for a 75-year lease with Bastrop County for Mayfest Park. This lease revenue is earned over the life of the lease. A portion of the skate park was expensed through this fund and against future earnings. This is the reason for the negative fund balance.

Park/Trail Land Dedication Fund Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	-\$83,054	-\$81,267	-\$79,470
Revenues			
Charges for Services	\$1,365	\$1,365	\$1,365
Interest Income	\$100	\$500	\$500
Total Revenues:	\$1,465	\$1,865	\$1,865
Total Revenues Less Expenditures:	\$1,465	\$1,865	\$1,865
Ending Fund Balance:	-\$81,589	-\$79,402	-\$77,605



Land Acquisition Fund

This fund was created to set aside proceeds from the sale of city property to be used to acquire land that is needed in the future.

Land Acquisition Fund Comprehensive Summary

Name	FY2024 Budgeted
Beginning Fund Balance:	\$1,689,484
Ending Fund Balance:	\$1,689,484



Water/WW CIP Fund

This fund was created to fund system repairs and capital improvement projects. It is funded from transfers from the Water/Wastewater Operating Fund.

Summary

The City of Bastrop is projecting \$140K of revenue in FY2025, which represents a 81.1% decrease over the prior year. Budgeted expenditures are projected to decrease by 84.0% or \$737K to \$140K in FY2025.

Projects in this fund include communication antennae for the west side of town, phase II of manhole replacement in Tahitian Village, water/wastewater lines for the Agnes Street extension project, and general system improvements.

Water/WW CIP Fund Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$638,451	\$932,199	\$1,202,775
Revenues			
TRANS IN - W/WW/FUND	\$882,100	\$725,000	\$110,000
INTEREST	\$3,000	\$17,000	\$30,000
Total Revenues:	\$885,100	\$742,000	\$140,000
Expenditures			
SYSTEM MAINTENANCE, W PROD	\$50,000	\$62,000	\$25,000
SYSTEM MAINT, WW TP	\$50,000	\$115,000	\$115,000
PROFESSIONAL SERVICES	\$150,000	\$0	\$0
IMPROVEMENTS, W/WW DIST	\$652,500	\$450,000	\$0
WATER SUPPLY	\$200,000	\$0	\$0
CAPITAL OUTLAY	\$150,000	\$250,000	\$0
Total Expenditures:	\$1,252,500	\$877,000	\$140,000
Total Revenues Less Expenditures:	-\$367,400	-\$135,000	\$0
Ending Fund Balance:	\$271,051	\$797,199	\$1,202,775



American Rescue Plan

Fund Description

The funds represented in this fund were received by the City in FY 2021 and FY 2022 and have to be obligated by December 2024. It is the intention of the City to use these funds for water and wastewater infrastructure projects.

Summary

These funds were previously earmarked for the Transfer Lift Station and Force Main to the new WWTP#3. The City is considering redirecting these funds to the renovation of the Bob Bryant Treatment Plant. This decision must be made and a contract must be signed before December 31, 2024.

American Rescue Plan Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$2,288,071	\$2,320,704	\$2,394,362
Revenues			
Interest Income	\$3,000	\$35,000	\$65,000
Total Revenues:	\$3,000	\$35,000	\$65,000
Expenditures			
Capital Outlay	\$2,156,205	\$2,388,071	\$2,433,071
Total Expenditures:	\$2,156,205	\$2,388,071	\$2,433,071
Total Revenues Less Expenditures:	-\$2,153,205	-\$2,353,071	-\$2,368,071
Ending Fund Balance:	\$134,866	-\$32,367	\$26,291



2022 Certificate of Obligation

The 2022 Certificate of Obligation was issued to construct, improve, and upgrade the City's streets, including drainage, sidewalks, right-of-way, and bridge repair.

Item 9B.

Summary

During FY 2023 the city contracted out the street repair of Old Austin HWY and the engineering for additional street rehabilitation that will continue to be performed during FY 2025.

2022 Certificate of Obligation Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$3,619,371	\$2,121,070	\$2,331,755
Revenues			
Interest Income		\$20,000	\$20,000
Total Revenues:	\$0	\$20,000	\$20,000
Expenditures			
Capital Outlay	\$3,599,999	\$2,079,371	\$2,241,950
Total Expenditures:	\$3,599,999	\$2,079,371	\$2,241,950
Total Revenues Less Expenditures:	-\$3,599,999	-\$2,059,371	-\$2,221,950
Ending Fund Balance:	\$19,372	\$61,699	\$109,805





**2023
Certificate of
Obligation
(GF)**

The 2023 Certificate of Obligation was issued to construct, improve, and upgrade the City's streets, including drainage, sidewalks, right-of-way, and bridge repair.

Summary

This bond was originally issued to fund the following projects:

PROJECTS	EST. AMOUNT
Old Iron Bridge grant match	\$3,000,000
Riverbank stabilization grant match	\$3,000,000
Gills Branch drainage grant match	\$3,000,000
Street Rehabilitation	\$4,000,000

The City is still waiting for the award determination of the above grants. The priority and projects of these funds may shift depending on the outcome of the grant awards.

2023 Certificate of Obligation (GF) Comprehensive Summary

Name	FY2023 Projected	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	N/A	\$13,255,317	\$13,037,446
Revenues			
Other Revenue	\$13,107,779	\$0	\$0
Interest Income	\$75,000	\$50,000	\$200,000
Total Revenues:	\$13,182,779	\$50,000	\$200,000
Expenditures			
Other Charges	\$107,779	\$0	\$0
Capital Outlay		\$13,125,000	\$13,500,000
Total Expenditures:	\$107,779	\$13,125,000	\$13,500,000
Total Revenues Less Expenditures:	\$13,075,000	-\$13,075,000	-\$13,300,000
Ending Fund Balance:	N/A	\$180,317	-\$262,554



The Grant Fund is used to account for grants received from local, state, and federal agencies for capital projects and the application of the funds in accordance with stated requirements.

Summary

There are 2 large projects receiving grants in the FY 2025, Blakey Lane and Agnes St. There are also 2 small police equipment grants and 2 small Texas Art Commission grants. The grant fund does not carry a fund balance. The grants are reimbursing and so the revenue always equals expenditures.

Grants Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	N/A	N/A	N/A
Revenues			
Intergovernmental	\$4,440,330	\$3,865,330	\$6,634,945
Miscellaneous	\$225,000	\$0	\$0
Transfers In	\$0	\$0	\$33,000
Total Revenues:	\$4,665,330	\$3,865,330	\$6,667,945
Expenditures			
Contractual Services	\$225,000	\$0	\$69,615
Capital Outlay	\$4,440,330	\$3,865,330	\$6,598,329
Total Expenditures:	\$4,665,330	\$3,865,330	\$6,667,944
Total Revenues Less Expenditures:	\$0	\$0	\$1
Ending Fund Balance:	N/A	N/A	N/A

Projects and Funding Source

PROJECT	FUNDING SOURCE
Agnes Street Extension	General Land Office (CDBG-MIT)
Blakey Lane	General Land Office (CDBG-MIT)



General Debt Service

Fund Description

Major improvements such as streets, drainage, buildings, and other infrastructure projects are often financed by bonds. This funding mechanism allows payment for infrastructure improvements to be made over multiple years, usually over the life of the asset.

Summary

The City of Bastrop is budgeting for \$4,333,068 of revenue in FY 2025, which represents no changes from the prior year. Budgeted expenditures are projected to increase by 8.8% or \$417,840 to \$4,328,471 in FY 2025. Detailed debt information can be found in the debt section of the budget.

The majority of this fund's revenue comes from Ad Valorem Tax. The debt portion of the Property Tax Rate pays the debt obligations for each fiscal year. This rate is \$0.1962 for FY 2025, which is the same debt rate as FY 2024, representing 38.81% of the total tax rate.

This budget assumes a \$18M bond issuance in 2025.

General Debt Service Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$430,532	\$581,332	\$739,707
Revenues			
Taxes & Penalties	\$2,989,161	\$3,390,341	\$3,562,085
Miscellaneous	\$271,614	\$275,227	\$275,227
Transfers In	\$589,900	\$592,900	\$592,500
Interest Income	\$19,500	\$75,000	\$100,000
Total Revenues:	\$3,870,175	\$4,333,468	\$4,529,812
Expenditures			
Other Charges	\$0	\$0	\$33,308
Debt Service	\$3,850,699	\$4,746,311	\$4,496,504
Total Expenditures:	\$3,850,699	\$4,746,311	\$4,529,812
Total Revenues Less Expenditures:	\$19,476	-\$412,843	\$0
Ending Fund Balance:	\$450,008	\$168,489	\$739,707



Water/WW Debt Service

Fund Description

The function of this fund is to retire bonded indebtedness for water and wastewater capital equipment and infrastructure.

Summary

The proposed revenue for FY 2025 is \$6,617,960 a decrease of 13.5% over FY 2024 budget. The expenditure budget includes the debt associated with issuing 2024 bonds totalling \$36M. The expenditure budget has decreased 6.4% over FY 2024. This decrease is related to debt that was retired in in FY 2024.

Water/WW Debt Service Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$1,797,113	\$3,218,562	\$3,408,855
Revenues			
Transfers In	\$3,655,540	\$5,715,500	\$6,507,000
Interest Income	\$9,687	\$110,960	\$110,960
Total Revenues:	\$3,665,227	\$5,826,460	\$6,617,960
Expenditures			
Debt Service	\$3,823,204	\$7,070,185	\$6,617,959
Total Expenditures:	\$3,823,204	\$7,070,185	\$6,617,959
Total Revenues Less Expenditures:	-\$157,977	-\$1,243,725	\$1
Ending Fund Balance:	\$1,639,136	\$1,974,837	\$3,408,856

Revenues by Source

There are two sources that are transferred into this fund. The first is from water and wastewater rates approved by City Council. This amount is transferred in from the Water/Wastewater Fund. The second is Impact Fees. These fees are also approved by City Council.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source				
Transfers In				
TRANSFERS IN - W/WW #202	\$2,581,240	\$3,600,000	\$3,600,000	0%
TRANSFER IN - IMPACT FUND	\$1,074,300	\$2,115,500	\$2,907,000	37.4%
Total Transfers In:	\$3,655,540	\$5,715,500	\$6,507,000	13.8%
Interest Income				
INTEREST RECEIPTS	\$9,687	\$110,960	\$110,960	0%
Total Interest Income:	\$9,687	\$110,960	\$110,960	0%
Total Revenue Source:	\$3,665,227	\$5,826,460	\$6,617,960	13.6%

DEPARTMENTS

City Council

The City of Bastrop is a home-rule city. The City Council consists of five (5) Council Members and a Mayor. The Mayor only votes in the instance of a tie-vote. The City Council operates under a City Charter, City Ordinances, and State Law. They are charged with appointing the City Manager, City Attorney, Municipal Court Judge, and various citizen boards and commissions. The City Council are elected officials. They shall enact local legislation, adopt the annual budget, and determine policies. The City Council adopts the City's ad valorem tax rate and authorizes the issuance of bonds.



Expenditures Summary

\$44,578 **-\$2,225**
 (-4.75% vs. prior year)

Expenditures by Expense Type

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$6,807	\$6,807	\$6,808	0%
Supplies & Materials	\$3,986	\$3,986	\$3,950	-0.9%
Occupancy	\$7,650	\$7,650	\$7,600	-0.7%
Contractual Services	\$10,500	\$10,500	\$11,000	4.8%
Other Charges	\$17,860	\$17,860	\$15,220	-14.8%
Total Expense Objects:	\$46,803	\$46,803	\$44,578	-4.8%

Organizational

Department Description

To provide better efficiency when processing expenditures that benefit all departments and to capture expenditures that are for the City as a whole. This department was created to track those expenditures in one place. Some examples would be property and general liability insurance, legal services, retirees insurance, 380 agreements, communications, and consulting services. The credit represents the amount being reimbursed to General Fund from BP&L, Water/Wastewater, Street Maintenance, Development Services and Hotel Occupancy Tax Fund for administrative support.

Expenditures Summary

-\$28,184 **-\$1,244,453**
 (-102.32% vs. prior year)

Significant Base Budget Changes for FY 2025

Personnel costs include group insurance and retirement costs. The group insurance includes a 50% contribution to dependent care coverage by the City for General Fund employees and the contracted fee for the benefit consultants. The 50% contribution to benefit coverage was increased for FY 2025 due to the increased utilization of this benefit.

The Contractual Services category includes insurance coverage, property tax collection and appraisal services, contractual services and legal services. The contractual services line item includes two contracts. One is with CARTS for \$40,000, and the other is the Pine Street parking lot that the City shares with the County for \$9,000. Property insurance increased 19% this fiscal year, up from 11% in the previous year.

The other significant line item in this category is the Overhead Allocation, which is a credit amount from the proprietary funds into the General Fund. This amount increased by 13.2% from FY 2024 due to the creation of 2 funds that are now contributing back to the general fund for admin costs as well as a general increase in cost of day to day activities. The Dues & Subscriptions line item includes the Air Quality Program funding, along with other membership dues the city participates in.

Transfers out include amounts to Vehicle/Equipment Replacement Fund (\$620,000) and Cemetery Fund (\$618,000), a one time expense. This category decreased by 28.4% from FY 2024.

Budgeted Expenditures by Expense Type

Name	FY2023 Budgeted	FY2024 Actual	FY2024 Budgeted	FY2025 Budgeted	FY24 FINAL (General Fund) vs. FY2025 Budgeted (% Change)
Expense Objects					
Personnel Costs	\$1,742,543	\$153,651	\$175,299	\$251,000	43.2%
Supplies & Materials	\$12,435	\$10,842	\$12,450	\$12,000	-3.6%
Maintenance & Repairs	\$23,930	\$9,300	\$15,350	\$15,100	-1.6%
Occupancy	\$91,500	\$63,251	\$89,880	\$89,880	0%
Contractual Services	\$652,569	\$660,456	\$663,716	\$700,531	5.5%
Other Charges	-\$1,535,436	-\$1,135,603	-\$1,508,926	-\$1,751,695	16.1%
Contingency	\$35,000		\$35,000	\$35,000	0%
Capital Outlay	\$0	\$518	\$0	\$0	0%
Transfers Out	\$2,051,018	\$1,524,000	\$1,733,500	\$620,000	-64.2%
Total Expense Objects:	\$3,073,559	\$1,286,416	\$1,216,269	-\$28,184	-102.3%

City Manager

WHY?

To lead in a trustworthy manner so that barriers are eliminated.

Services



Expenditures Summary

\$772,496 **\$115,148**
 (17.52% vs. prior year)

Significant Base Budget Changes for FY 2025

This department consists primarily of personnel costs including the City Manager, the Assistant City Manager, the Assistant to the City Manager and an Executive Assistant.

Expenditures by Expense Type

Name	FY2023 Budgeted	FY2024 Actual	FY2024 Budgeted	FY2025 Budgeted
Expense Objects				
Personnel Costs	\$718,445	\$511,378	\$630,548	\$746,696
Supplies & Materials	\$7,100	\$1,629	\$7,100	\$6,100
Occupancy	\$3,700	\$2,569	\$3,700	\$3,700
Contractual Services	\$0	\$3,378	\$0	\$0
Other Charges	\$16,000	\$13,528	\$16,000	\$16,000
Total Expense Objects:	\$745,245	\$532,482	\$657,348	\$772,496

Personnel Schedule

POSITION TITLE	ACTUAL FY2023	BUDGET FY2024	PROPOSED FY2025
City Manager	1	1	1
Assistant City Manager - Development Services	1	1	1
Assistant City Manager - Community Engagement	1	1	0
Assistant to the City Manager	0	0	1
Executive Administrative Assistant	0	2	1
TOTAL	3	4	4

Expenditures by Expense Type

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2023 Budgeted vs. FY2024 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$260,989	\$221,168	\$231,287	-15.3%
Supplies & Materials	\$4,250	\$4,250	\$4,750	0%
Maintenance & Repairs	\$9,100	\$9,100	\$9,500	0%
Occupancy	\$1,776	\$1,776	\$1,776	0%
Contractual Services	\$11,600	\$28,100	\$14,600	142.2%
Other Charges	\$32,200	\$52,200	\$52,200	62.1%
Total Expense Objects:	\$319,915	\$316,594	\$314,113	-1%

Personnel Schedule

POSITION TITLE	ACTUAL FY2023	BUDGET FY2024	PROPOSED FY2025
City Secretary	1	1	1
Assistant City Secretary	1	1	1
Receptionist/Office Assistant	1	0	0
TOTAL	3	2	2

Goal #1

ORGANIZATIONAL EXCELLENCE - respond to all Open Records Requests within 10 days of receipt.

Measures

Actual FY2022	Goal FY2023	Projected FY2023	Goal FY2024
97%	99%	98%	99%

Goal #2

ORGANIZATIONAL EXCELLENCE - post Resolutions, Ordinances, and Executed Exhibits online within 5 days of final Council action.

Measures: % within 5 days

Actual FY2022	Goal FY2023	Projected FY2023	Goal FY2024
99%	99%	99%	100%

Goal #3

ORGANIZATIONAL EXCELLENCE - approved Minutes, without errors, 95% of the time.

Measures: % with no errors

Actual FY2022	Goal FY2023	Projected FY2023	Goal FY2024
98%	99%	99%	100%

Finance

WHY?

Finance maintains and supports the fiscal integrity of the City of Bastrop through accurate accounting and financial compliance. Finance works with the Mayor, City Council, the City Manager, and all departments and citizens to provide excellent service to our community. The department is responsible for setting up and operating accounts payable, accounts receivable, payroll, fixed assets, and general ledger. The department also oversees the City's annual budget and is responsible for ensuring the City is in compliance with all accounting standards.

Expenditures Summary

\$2,116,855 **\$184,242**
(9.53% vs. prior year)

Services - Finance Administration



Significant Base Budget Changes in FY 2025

There will be one new position in Finance that will manage CIP projects and grants.

There are increases each year in software licenses and maintenance costs 5% annually. The professional services costs are higher due to the semi-annual requirement to update the benefit actuarial report.

In the Utility Customer Service division, the Contractual Services category was increased for the solid waste contract. This contract went out for bid in fiscal year 2024 coming in at no cost change. Contractual services expenditures increased due to growth in homes.

Expenditures by Function

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expenditures				
General Government				
Finance				
Administration				
Personnel Costs	\$474,371	\$521,380	\$640,698	22.9%
Supplies & Materials	\$2,400	\$2,600	\$2,200	-15.4%
Maintenance & Repairs	\$58,250	\$59,750	\$108,440	81.5%
Occupancy	\$3,655	\$3,805	\$3,805	0%
Contractual Services	\$57,832	\$60,170	\$62,000	3%
Other Charges	-\$1,115	-\$605	-\$825	36.4%
Total Administration:	\$595,392	\$647,100	\$816,318	26.2%
Utility Customer Service				
Personnel Costs		\$289,169	\$328,041	13.4%
Supplies & Materials		\$23,800	\$26,000	9.2%
Maintenance & Repairs		\$59,425	\$59,425	0%
Occupancy		\$10,956	\$40,716	271.6%
Contractual Services		\$896,463	\$841,755	-6.1%
Other Charges		\$5,700	\$4,600	-19.3%
Total Utility Customer Service:	\$0	\$1,285,513	\$1,300,537	1.2%
Total Finance:	\$595,392	\$1,932,613	\$2,116,855	9.5%
Total General Government:	\$595,392	\$1,932,613	\$2,116,855	9.5%
Total Expenditures:	\$595,392	\$1,932,613	\$2,116,855	9.5%

Goal #3

FISCAL RESPONSIBILITY - Maintain General Obligation Bond Rating.

Measures: Bond rating

Actual FY2022	Goal FY2023	Projected FY2023	Goal FY2024
AA	AA	AA	AA

Goal #4

ORGANIZATIONAL EXCELLENCE - Awarded the GFOA Distinguished Budget Presentation certificate.

The City did not receive the award in FY 2024 due to staff turnover. The Finance Department will submit for the GFOA Distinguished Budget Award in FY 2025.

Human Resources

WHY?

To build and share the City's "why" with current and prospective new employees. As well as supporting the City of Bastrop's entire operations by attracting and retaining a qualified, capable, and diverse workforce, filled with customer service-oriented people who are committed to providing the highest quality of exemplary service to the citizens of Bastrop.

Services



Expenditures Summary

\$459,993 **\$50,162**
 (12.24% vs. prior year)

Significant Base Budget Changes for FY 2025

There was the addition of 1 FTE adding the Customer Service Specialist in place of the Receptionist/Office Assistant previously budgeted in the City Secretary's budget. This budget amendment was approved during FY 2023. Another personnel change was the promotion of the HR Generalist to an HR Coordinator.

Contractual services was significantly reduced with the removal of budgeted training that was added during FY 2023 but determined later not to be necessary.

Expenditures by Expense Type

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$228,849	\$357,461	\$389,608	9%
Supplies & Materials	\$3,550	\$4,110	\$4,370	6.3%
Maintenance & Repairs	\$10,575	\$12,155	\$13,325	9.6%
Occupancy	\$2,200	\$2,200	\$2,200	0%
Contractual Services	\$12,500	\$3,500	\$10,000	185.7%
Other Charges	\$27,490	\$30,405	\$40,490	33.2%
Total Expense Objects:	\$285,164	\$409,831	\$459,993	12.2%

Personnel Schedule

POSITION TITLE	ACTUAL FY2023	BUDGET FY2024	PROPOSED FY2025
Human Resource Director	1	1	1
Human Resource Coordinator	0	.875	0.875
Human Resource Generalist	0.875	0	0
Customer Service Specialist	0	1	1
TOTAL	1.75	2.875	2.875

Goal #1

ORGANIZATIONAL EXCELLENCE - ensure Bastrop meets the highest safety standards for City employees: Less than 25 Worker Compensation claims with less than 10 lost time claims over the last 3 years.

Goal #2

ORGANIZATIONAL EXCELLENCE - recognize 100% of all employees who reach the employment milestones in 5 year increments.

Measures

Actual FY2023	Goal FY2024	Projected FY2024	Goal FY2025
100%	100%	100%	100%

Information Technology

WHY?

To facilitate information technology Services for efficient and effective communication.

Services



Expenditures Summary

\$1,014,178 **\$292,137**
(40.46% vs. prior year)

Significant Base Budget Changes for FY 2025

The IT department is gaining one (1) FTE. This new position is GIS Manager with the main function of building and maintaining the city's Geographic Information System database. This includes coordinating with various city departments to add utilities and other assets to the system to have data visibility and assist staff with decision making. Additionally, a title change from GIS Specialist to GIS Analyst is requested but will not affect the budget.

Based on the overall increase in full-time employees in the city, the computer replacement program has increased.

The software maintenance budget line has increased due to the GIS software license cost that was transferred from the Development Services department to the Information Technology Department. Additionally, this budget line includes a new security filter license for the new wastewater treatment plant network and an overall increase in license subscriptions.

The increase in capital outlay (vehicle and equipment replacement fund payment) relates to the core datacenter servers, storage and backup batteries replacement project. The lifespan of this hardware is 5 years and was completed in fiscal year 2019. Current storage capacity is increasing rapidly and has been maintained more frequently due to the age of the hardware.

The increase in the budget for training and uniforms is related to the new position being added.

Expenditures by Expense Type

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$280,323	\$407,525	\$570,874	40.1%
Supplies & Materials	\$65,790	\$71,760	\$72,760	1.4%
Maintenance & Repairs	\$171,978	\$173,020	\$211,170	22%
Occupancy	\$10,300	\$10,300	\$13,050	26.7%
Contractual Services	\$51,537	\$51,737	\$114,624	121.6%
Other Charges	\$8,700	\$7,700	\$13,700	77.9%
Capital Outlay	\$0	\$0	\$18,000	N/A
Total Expense Objects:	\$588,628	\$722,042	\$1,014,178	40.5%

Personnel Schedule

POSITION TITLE	ACTUAL FY2023	BUDGET FY2024	PROPOSED FY2025
IT Director	0	1	1
IT Manager	1	0	0
System Administrator	1	2	2
GIS Analyst	0	0	1
GIS Specialist	1	1	1
TOTAL	3	4	5

Goals

FISCAL RESPONSIBILITY - Analyze emerging technology and determine how and when its application becomes relevant and cost effective to City business.

ORGANIZATIONAL EXCELLENCE -

- Innovation and automation – Delivery innovating IT projects to help the city automate workflows using technology.
- IT Security - Protect and defend city’s data to ensure services are accessible, useful, and safe for the city staff and residents. Discuss security initiatives and implement tools to protect city’s networks.

Goals	Goal FY2023	Actual FY2024	Goal FY2025
Server Uptime: Availability of City servers for use	99.5%	99.7%	100%
Internet uptime: Availability of internet services and outside services when internet provider has internet outages	99.9%	98.6%	99.5%
Implement Innovating projects and security initiatives	15 Projects/Initiatives	20 Projects/Initiatives	25 Projects/Initiatives

Community Engagement

WHY?

To provide clarity, transparency, and promotion of the City of Bastrop's initiatives, actions, programs, and events.

ADMINISTRATION

The City of Bastrop Main Street Program, through community partnerships and grassroots community involvement, will be a stimulant for the economic health, design, and promotion of the historic Main Street District.

The City of Bastrop also promotes the community through large events such as the Big Bang, Juneteenth, and Homecoming celebrations. The City also provides financial support to organizations that provide services to the community.

PUBLIC INFORMATION

The Public Information team provides communication services, marketing and promotional campaigns, in-house graphic design, video production (live streamed and post-production), photography, emergency messaging, audio/visual functions at meetings, and other media-related services. Additionally, the team manages media production contractors on initiatives and events. Management of the City's social media accounts, website, general information email account, and other communications channels are conducted in collaboration with City Departments and contractors. Public Information also provides live sound systems and special event productions at several City events, ceremonies, meetings, and other activities. The City's branding and image are of the highest concern to the team, including logo usage, document layout and design, quality photography, clear and concise messaging, and public relations. The team maintains relationships with the media and area partner organizations. The maintenance and operations of the City's media production tools and systems is handled by the team.

Significant Base Budget Changes for FY 2025

Recreation was moved into the newly created Parks department in FY 2025

ADMINISTRATION

The overall FY25 Main Street Budget decreased by 37.3%. There was originally \$150,000 allocated for a Downtown Master Plan that was removed from the Main Street Budget with plans to add back in for FY26.

PUBLIC INFORMATION

There are no significant base budget changes to this year's budget

Community Event Funding \$101,500 (FY 2024 \$95,000) (Other Charges) - the Christmas lighting budget was moved to Public Works and Mardi Gras was moved to HOT Fund.

Christmas Lighting	\$0
Big Bang (July 4th)	\$35,000
Mardi Gras	0
Juneteenth*	\$25,000
Homecoming*	\$25,000

* This funding was increased to cover the additional costs associated with facilitating a parade event.

Community Support Funding (Other Charges)

This proposed budget includes \$154,000 for organizational funding.

Community Support Requests & Approved Funding

CITY OF BASTROP COMMUNITY SUPPORT FUNDING REQUESTS FY2024-2025							
Organization	FY22-23 APPROVED FUNDING	FY23-24 REQUESTED FUNDING	FY23-24 REQ. IN-KIND SERVICES	FY23-24 APPROVED FUNDING	FY24-25 REQUESTED FUNDING	FY24-25 REQ. IN-KIND SERVICES	FY24-25 APPROVED FUNDING
Bastrop Cats Anonymous TNR Society	\$ -	\$ 3,500	\$ -	\$ -	\$ 3,500	\$ 2,414	\$ 3,500
Bastrop County Emergency Food Pantry (Incl NIBBLES prog.)	\$ 33,000	\$ 33,685	\$ 4,000	\$ 33,685	\$ 33,685	\$ 4,000	\$ 33,685
Bastrop County First Responders	\$ 17,500	\$ 11,905	\$ -	\$ 11,905	\$ 14,689	Radios	\$ 14,689
Bastrop County Long Term Recovery Team	\$ 10,000	\$ 10,000	\$ 4,000	\$ 10,000	\$ 12,000	COB Facilities	\$ 12,000
Bastrop County Women's Shelter, Inc. - Family Crisis Center	\$ 10,000	\$ 12,000	\$ 4,000	\$ 12,000	\$ 12,000	Conv Center	\$ 12,000
Bastrop Pregnancy Resource Center	\$ 7,500	\$ 15,650	\$ -	\$ 8,000	\$ 10,450	Conv Center	\$ 10,450
Children's Advocacy Center of Bastrop County	\$ 9,000	\$ 15,000	\$ 4,000	\$ 12,500	\$ 20,000	Conv Center & Fisherman's Park	\$ 20,000
Combined Community Action, Inc.	\$ 8,000	\$ 10,000		\$ 10,000	\$ 10,000	COB Facilities	\$ 10,000
Court Appointed Special Advocate of Bastrop County (CASA)	\$ 9,000	\$ 9,000	\$ -	\$ 9,000	\$ 9,000	Fisherman's Pk	\$ 9,000
Feed The Need	\$ -	\$ 10,000		\$ 10,000	\$ 10,000	Conv Center	\$ 10,000
In the Streets-Hands Up High Ministry	\$ 8,000	\$ 15,000	\$ -	\$ 12,000	\$ 15,000	Permits	\$ 15,000
Pines and Prairies Land Trust	\$ -	\$ 12,000	\$ -	\$ -	\$ 8,337	COB Personnel & Resources	\$ 8,337
TOTAL	\$ 122,000	\$ 157,740	\$ 16,000	\$ 129,090	\$ 158,641	\$ 6,414	\$ 158,641

Expenditures by Division

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expenditures				
Community Services				
Community Engagement				
Recreation				
Personnel Costs	\$237,334	\$246,336	\$0	-100%
Supplies & Materials	\$22,100	\$14,525	\$0	-100%
Occupancy	\$2,500	\$1,700	\$0	-100%
Contractual Services	\$93,000	\$79,000	\$0	-100%
Other Charges	\$19,000	\$21,606	\$0	-100%
Total Recreation:	\$373,934	\$363,167	\$0	-100%
Communication				
Personnel Costs	\$305,412	\$284,014	\$294,346	3.6%
Supplies & Materials	\$10,000	\$6,000	\$6,000	0%
Maintenance & Repairs	\$9,000	\$9,000	\$2,000	-77.8%
Occupancy	\$5,500	\$3,000	\$1,200	-60%
Contractual Services	\$20,000	\$8,500	\$5,000	-41.2%
Other Charges	\$21,188	\$7,012	\$4,500	-35.8%
Total Communication:	\$371,100	\$317,526	\$313,046	-1.4%
Administration				
Personnel Costs	\$224,657	\$47,489	\$57,848	21.8%
Supplies & Materials	\$10,100	\$3,925		N/A
Occupancy	\$900	\$4,000	\$5,000	25%
Contractual Services	\$13,000	\$9,640	\$8,000	-17%
Other Charges	\$171,823	\$279,490	\$303,500	8.6%
Total Administration:	\$420,480	\$344,544	\$374,348	8.7%
Total Community Engagement:	\$1,165,514	\$1,025,237	\$687,394	-33%
Total Community Services:	\$1,165,514	\$1,025,237	\$687,394	-33%
Total Expenditures:	\$1,165,514	\$1,025,237	\$687,394	-33%

Personnel Schedule

POSITION TITLE	ACTUAL FY2023	ACUTAL FY2024	PROPOSED FY2025
ADMINISTRATION			
Community Impact Manager	0	0	0
Main Street Manager	1	0	0
Special Events Manager	1	.35	.5
TOTAL	2	.35	.5
RECREATION			
Recreation Manager	1	1	0
Recreation Coordinator	1	1	0
Recreation Workers	1.5	1.5	0
TOTAL	3.5	3.5	0
COMMUNICATION			
Public Information Manager	1	1	1
Digital Media Specialist	1	1	1
Digital Media Designer	1	1	1
TOTAL	3	3	3
TOTAL	8.5	6.85	3.5

GOALS AND OBJECTIVES

ADMINISTRATION

Identified Transformation Strategies for FY25:

Strategy #1: Create a tourist/Tourism based economy.

- Goal #1: Increase awareness of assets that are already established and increase overall promotion.
- Goal #2: Strategically recruit and support niche businesses that encourage tourism.

Strategy #2: Develop a more family-focused environment.

- Goal #1: Enhance and promote our recreational assets with the district.
- Goal #2: Encourage events held downtown to have added children's activities.

PUBLIC INFORMATION

Communication is often a challenge and a problem to be solved, with messages competing against entertainment, social, and large corporation advertising. Public Information seeks to create high-impact messages and deliver them to the proper audience with clarity, accuracy, and often times urgency.

- Provide comprehensive “gavel to gavel” documentation and broadcasting of the City Council, Bastrop EDC, and Planning & Zoning Commission meetings
- Communicate new services, changes/interruptions of services, and public announcements to the citizens of the City and surrounding areas effectively and efficiently
- This year the team plans to work with the website vendor on the rebuild of the City Website
- Deliver audiences to events, seminars, public input sessions, and other occasions of public interest
- Respond to all citizens and media inquiries with accurate information
- Support all city departments and boards with any communication, marketing, branding, and promotional needs
- Support city meetings with audio/visual functions including presentations, remote meetings, and logistical setup

Police Department

WHY?

An investment into the police department enhances community policing strategies. Preparing for an increasing population and density by addressing needed resources, such as staffing, enables the department the ability to strive to maintain the community's expected level of service and foster a positive internal and external environment.

Department Services

Overall, the primary function of a police department is to provide services in categories such as violent crimes, property crimes, public disturbances, death investigations and traffic offenses, to name a few. In addition, our department is charged with customer service tasks in relation to mental health, victims services, administration, the homeless population and the management of public safety.

Services



Expenditures Summary

\$5,952,760 **\$1,461,401**
 (32.54% vs. prior year)

Significant Base Budget Changes for FY 2025

This department is made up of 5 divisions to better track the personnel and expenses for different initiatives.

The personnel costs in all divisions have increased as explained in the personnel changes overview.

ADMINISTRATION

A lieutenant position was added to administration. Equipment such as radios, body cameras, tactical tools, and stop sticks have been requested as a tool to help our officers perform their duties effectively and efficiently as well as keep them safe. There has also been an addition of new software to maintain the department data and equipment.

CODE ENFORCEMENT/ANIMAL CONTROL

No significant changes in for FY 2025.

CID

This division's budget decreased based on an employee being promoted to lieutenant and the position being reallocated to administration.

PATROL

To better serve our community, our department has requested additional sworn personnel to address low allotted staffing levels. This budget includes the addition of 2 FTEs.

CRIME PREVENTION

The budget for supplies was increased for additional expenses related to community events and programs.

Expenditures by Expense Type

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$3,068,395	\$3,409,011	\$4,147,703	21.7%
Supplies & Materials	\$166,801	\$183,880	\$388,002	111%
Maintenance & Repairs	\$116,080	\$126,600	\$271,845	114.7%
Occupancy	\$46,622	\$40,457	\$44,294	9.5%
Contractual Services	\$533,295	\$636,050	\$982,337	54.4%
Other Charges	\$93,692	\$95,361	\$118,579	24.3%
Total Expense Objects:	\$4,024,885	\$4,491,359	\$5,952,760	32.5%

Expenditures by Function

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expenditures				
Public Safety				
Police				
Administration				
Personnel Costs	\$710,394	\$751,736	\$1,042,580	38.7%
Supplies & Materials	\$35,622	\$42,502	\$176,577	315.5%
Maintenance & Repairs	\$56,287	\$85,800	\$227,545	165.2%
Occupancy	\$46,622	\$40,457	\$44,294	9.5%
Contractual Services	\$482,930	\$592,320	\$909,137	53.5%
Other Charges	\$30,868	\$33,360	\$50,240	50.6%
Total Administration:	\$1,362,723	\$1,546,176	\$2,450,373	58.5%
Code Enforcement				
Personnel Costs	\$70,676	\$73,173	\$0	-100%
Supplies & Materials	\$3,975	\$3,900	\$0	-100%
Maintenance & Repairs	\$4,253	\$2,500	\$0	-100%
Contractual Services	\$10,615	\$7,540	\$0	-100%
Other Charges	\$15,735	\$14,950	\$0	-100%
Total Code Enforcement:	\$105,254	\$102,063	\$0	-100%
Police-CID				
Personnel Costs	\$642,928	\$643,752	\$581,568	-9.7%
Supplies & Materials	\$17,500	\$15,700	\$29,150	85.7%
Maintenance & Repairs	\$11,790	\$7,800	\$7,800	0%
Contractual Services	\$7,800	\$8,200	\$24,100	193.9%
Other Charges	\$15,360	\$15,360	\$26,904	75.2%
Total Police-CID:	\$695,378	\$690,812	\$669,522	-3.1%
Police-Patrol				

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Personnel Costs	\$1,521,921	\$1,824,543	\$2,399,863	31.5%
Supplies & Materials	\$106,704	\$106,265	\$157,925	48.6%
Maintenance & Repairs	\$41,250	\$28,000	\$27,500	-1.8%
Contractual Services	\$28,525	\$26,550	\$45,300	70.6%
Other Charges	\$27,511	\$27,511	\$35,500	29%
Total Police-Patrol:	\$1,725,910	\$2,012,869	\$2,666,088	32.5%
Police-Crime Prevention				
Personnel Costs	\$122,476	\$115,807	\$123,692	6.8%
Supplies & Materials	\$3,000	\$15,513	\$24,350	57%
Maintenance & Repairs	\$2,500	\$2,500	\$9,000	260%
Contractual Services	\$3,425	\$1,440	\$3,800	163.9%
Other Charges	\$4,218	\$4,180	\$5,935	42%
Total Police-Crime Prevention:	\$135,619	\$139,440	\$166,777	19.6%
Total Police:	\$4,024,885	\$4,491,359	\$5,952,760	32.5%
Total Public Safety:	\$4,024,885	\$4,491,359	\$5,952,760	32.5%
Total Expenditures:	\$4,024,885	\$4,491,359	\$5,952,760	32.5%

Personnel Schedule

POSITION TITLE	ACTUAL FY2023	BUDGET FY2024	PROPOSED FY2025
ADMINISTRATION			
Chief of Police	1	1	1
Asst Chief of Police	1	1	0
Lieutenant	1	1	3
Senior Records Technician	1	1	1
Records Technician	1	1	1
Executive Admin Asst	1	1	1
Crime Victime Advocate	0	1	1
Evidence Technician	1	1	1
Open Records Clerk	0	0	1
TOTAL	7	8	10
CODE ENFORCEMENT/ANIMAL CONTROL			
Animal Control Officer & Code Compliance	1	1	1
TOTAL	1	1	1
CID			
Police Sergeant	1	1	1
Police Detective	5	5	5
TOTAL	6	6	6
PATROL			
Police Sergeant	4	4	4
Police Officer	12	14	16
TOTAL	16	18	20
Police Sergeant	0	0	1
Police Officer	1	1	0
TOTAL	1	1	1
TOTAL	31	34	38

Goals

Over the next five years the City of Bastrop Police Department currently has 4 (four) outlined goals and 15 (fifteen) objectives that are in keeping with our Mission.

The objectives / goals are as follows:

1. To invest in the department's workforce.

- Deliver valuable human capital management services that are aligned with the City of Bastrop's mission and strategic goals.
- Nurture a culture of transparency and collaboration that leverages employees' unique talents, skills and perspectives.
- Recruit, train and retain the workforce needed to meet and accomplish the mission of the department and the city now and in the future.
- Enhance practices to support and sustain a high performing workforce.

2. Enhance Information gathering, analysis, utilization and dissemination.

- Evaluate our current capabilities and our needed capabilities to enable us to maximize the use of information gathering.
- Establish and re-evaluate processes that convert information and data into actionable communications for our department and the community.
- Optimize and influence the use of technology to enhance our data analysis, crime solving abilities and information dissemination.
- Continue to foster and expand our working relationships with multiple partners.

3. Uphold department wide accountability

- Optimize the efficiency and deployment of our people and assets.
- Enhance internal controls, transparency and adherence to Best Practices to support the efficient use of department resources, to include fiscally.
- Continue to review and implement standards the meet and exceed Best Practices for our environment.

4. Optimize our operational capacity, readiness levels, resiliency and mission requirements.

- Continue to assess and adapt our operational capabilities to maximize our readiness to meet the needs of the community.
- Consistently evaluate our service capabilities and communications with members of our community, and other organizations.
- Evaluate and make requests that invest in our department's employees, promoting a positive environment of professionalism.
- Identify industry leading systems and equipment while seeking appropriate resources to help in the success of our department.

To clearly link the above referenced Goals and Objectives to overall goals set by council they have been broken down by Focus area:

The City of Bastrop Police Department's mission is to effectively and efficiently provide for the protection of lives and property, preserve the peace, and provide needed community services with the highest level of professionalism and ethical standards.

In keeping with our mission:

COMMUNICATION:

Transparency of our department through posting crime statistics on our website and social media.
Established an Open Records Clerk position to ensure all requests are addressed and fulfilled in a timely manner.

COMMUNITY SAFETY:

Request the establishment of additional officers to help increase the safety of our officers, which is a growing need. And increase the visible presence and customer service requirements by community members.

ECONOMIC VITALITY:

The police department has steadily been working on initiatives that contribute to economic vitality such as promoting our department as a positive and stable environment to work. In addition our department is working to ensure members of the department have opportunities for success and room to grow.

FISCAL RESPONSIBILITY:

Our department continues to evaluate crime and workload data judiciously and implement measures on evaluating police performance effectively.

MANAGE GROWTH:

Continuation of cadet program.
Improved recruiting visibility.
Restructure and reorganize positions within our department to minimize individuals performing more than one job.
Updated our policy and procedures.

MULTI-MODAL MOBILITY:

Reevaluate the lease program with Enterprise.

ORGANIZATIONAL EXCELLENCE:

Reiterating our mission to the officers and focusing on developing a positive internal culture.
Working on developing leaders who are committed to continuous professional improvement of the agency.

UNIQUELY BASTROP:

Regardless of having an increased call volume, our officers strive to try to maintain a small town 'feel'.

Fire Department

WHY?

The Bastrop Fire department is committed to protecting life and property of the citizens and visitors of our community by responding to emergencies and building relationships. We commit to professional service by maintaining our skills, knowledge, and abilities.

Services



Expenditures Summary

\$1,790,387 **\$105,328**
 (6.25% vs. prior year)

Significant Base Budget Changes for FY 2025

The personnel costs in all divisions have increased by overall compensation adjustments explained in the personnel changes overview.

This department consists of four (4) divisions as follows:

ADMINISTRATION

The administrative division saw no major changes this year. There were minor increases of .7% due to additional funding for station supplies and needs to support 24/7 operations, however these costs were offset by the personnel cost category having a decrease in salary from the previous Fire Chief moving to the Assistant City Manager and current Fire Chief being at a lower step and grade which will be reflected in the Personnel Cost Category.

OPERATIONS

The operations division will see a 35.4% increase over last year and this is due to several factors. The main factor is the addition of two pieces of equipment, a Lucas device as a LifePak monitor, these two items will allow us to provide better care for the citizens. The other factor for the increase is due to the rising cost of gear and to update old expiring gear necessary to stay in compliance with the State requirements.

VOLUNTEER

This total budget is being decreased by 20.2% over last year's budget.

EMERGENCY MANAGEMENT

This total budget is being decreased by 56.9% over last year's budget.

Expenditures by Function

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expenditures				
Public Safety				
Fire				
Administration				
Personnel Costs	\$152,786	\$377,574	\$358,492	-5.1%
Supplies & Materials	\$28,800	\$30,800	\$34,300	11.4%
Maintenance & Repairs	\$11,114	\$11,114	\$11,150	0.3%
Occupancy	\$49,010	\$49,010	\$49,010	0%
Contractual Services	\$91,111	\$99,259	\$142,273	43.3%
Other Charges	\$25,035	\$33,615	\$30,685	-8.7%
Total Administration:	\$357,856	\$601,372	\$625,910	4.1%
Operational				
Personnel Costs	\$763,618	\$835,256	\$925,458	10.8%
Supplies & Materials	\$54,090	\$49,290	\$53,990	9.5%
Maintenance & Repairs	\$64,811	\$67,346	\$68,346	1.5%
Contractual Services	\$14,910	\$14,910	\$16,480	10.5%
Other Charges	\$11,770	\$12,174	\$12,174	0%
Total Operational:	\$909,199	\$978,976	\$1,076,448	10%
Volunteer				
Personnel Costs	\$31,851	\$28,586	\$29,404	2.9%
Supplies & Materials	\$14,400	\$14,400	\$10,800	-25%
Contractual Services	\$3,600	\$3,600	\$3,000	-16.7%
Other Charges	\$6,250	\$6,250	\$5,000	-20%
Total Volunteer:	\$56,101	\$52,836	\$48,204	-8.8%
Emergency Management				
Supplies & Materials	\$16,250	\$16,250	\$3,750	-76.9%
Maintenance & Repairs	\$0	\$0	\$450	N/A
Occupancy	\$14,140	\$27,160	\$27,160	0%
Contractual Services	\$7,465	\$7,465	\$7,465	0%
Other Charges	\$1,000	\$1,000	\$1,000	0%
Total Emergency Management:	\$38,855	\$51,875	\$39,825	-23.2%
Total Fire:	\$1,362,012	\$1,685,059	\$1,790,387	6.3%
Total Public Safety:	\$1,362,012	\$1,685,059	\$1,790,387	6.3%
Total Expenditures:	\$1,362,012	\$1,685,059	\$1,790,387	6.3%

Expenditures by Expense Type

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$948,256	\$1,241,416	\$1,313,354	5.8%
Supplies & Materials	\$113,540	\$110,740	\$102,840	-7.1%
Maintenance & Repairs	\$75,925	\$78,460	\$79,946	1.9%
Occupancy	\$63,150	\$76,170	\$76,170	0%
Contractual Services	\$117,086	\$125,234	\$169,218	35.1%
Other Charges	\$44,055	\$53,039	\$48,859	-7.9%
Total Expense Objects:	\$1,362,012	\$1,685,059	\$1,790,387	6.3%

Personnel Schedule

POSITION TITLE	ACTUAL FY2023	BUDGET FY2024	PROPOSED FY2025
ADMINISTRATION			
Fire Chief	1	1	1
Fire Assistant Chief	0	1	1
Executive Admin Asst	0	1	1
TOTAL	1	3	3
OPERATIONAL			
Captain	1	0	0
Fire Lieutenant	2	3	3
Firefighter	6	6	6
TOTAL	9	9	9
TOTAL	10	12	12

Goal #1

COMMUNITY SAFETY - ensure the average response for daytime calls for service (CFS) is within 8 minutes.

Measures: % of time within 8 minutes

Actual FY2023	Goal FY2024	Actual FY2024	Goal FY2025
97%	98%	99%	100%

Goal #2

COMMUNITY SAFETY - ensure the average response for nighttime calls for service (CFS) is within 10 minutes.

Measures: % of time within 10 minutes

Actual FY2023	Goal FY2024	Actual FY2024	Goal FY2025
98%	100%	99%	100%

Goal #3

COMMUNITY SAFETY - ensure firefighters receive a minimum of 56 hours of training within the budgeted year.

Measures: % of time min. 56 hours of training

Actual FY2023	Goal FY2024	Projected FY2024	Goal FY2025
98%	100%	99%	100%

Expenditures by Expense Type

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$251,240	\$247,743	\$263,559	6.4%
Supplies & Materials	\$11,400	\$10,400	\$8,800	-15.4%
Maintenance & Repairs	\$10,413	\$8,550	\$39,150	357.9%
Occupancy	\$4,320	\$4,125	\$4,125	0%
Contractual Services	\$113,054	\$104,890	\$205,824	96.2%
Other Charges	\$5,735	\$3,700	\$7,830	111.6%
Total Expense Objects:	\$396,162	\$379,408	\$529,288	39.5%

Personnel Schedule

POSITION TITLE	ACTUAL FY2022	BUDGET FY2023	PROPOSED FY2024
Court Administrator	1	1	1
Court Clerk / Juvenile Cases	1	1	1
Court Clerk . Trial Coordinator	1	1	1
Court Clerk VOE	<u>.25</u>	<u>.25</u>	<u>.25</u>
TOTAL	3.25	3.25	3.25

Engineering and Project Management

WHY?

To assist in analyzing, designing, constructing, and maintaining the City's assets to maintain the community's expected level of service, therefore, allowing the community to grow uniquely, healthy, sustainably, and resiliently.

Expenditures Summary

\$541,917 **\$293,103**
(117.80% vs. prior year)

Significant Base Budget Changes for FY 2025

The personnel costs have increased with the addition of a project manager.

Professional services increased accounting for engineering fees that will be incurred until the director of engineering position is filled.

Expenditures by Expense Type

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$170,211	\$183,664	\$457,017	148.8%
Supplies & Materials	\$3,250	\$14,250	\$9,000	-36.8%
Maintenance & Repairs	\$500	\$500	\$0	-100%
Occupancy	\$1,800	\$1,250	\$2,400	92%
Contractual Services	\$132,150	\$42,150	\$65,000	54.2%
Other Charges	\$5,000	\$7,000	\$8,500	21.4%
Total Expense Objects:	\$312,911	\$248,814	\$541,917	117.8%

Personnel Schedule

POSITION TITLE	ACTUAL FY2023	BUDGET FY2024	PROPOSED FY2025
Director	.5	.5	.5
Project Manager	1	1	2
Project Manager Coordinator	1	1	1
TOTAL	2.5	2.5	3.5

Goal #1

MANAGE GROWTH - Review of public infrastructure of development submittals making sure submittals are reviewed on time and based on the City's standards which build trust and allow continued growth in the City and ETJ.

Goal #2

ECONOMIC VITALITY - develop the City's CIP and implement projects which will foster sustainable growth in the City.

Goal #3

FISCAL RESPONSIBILITY - ensuring projects are on time and within budget.

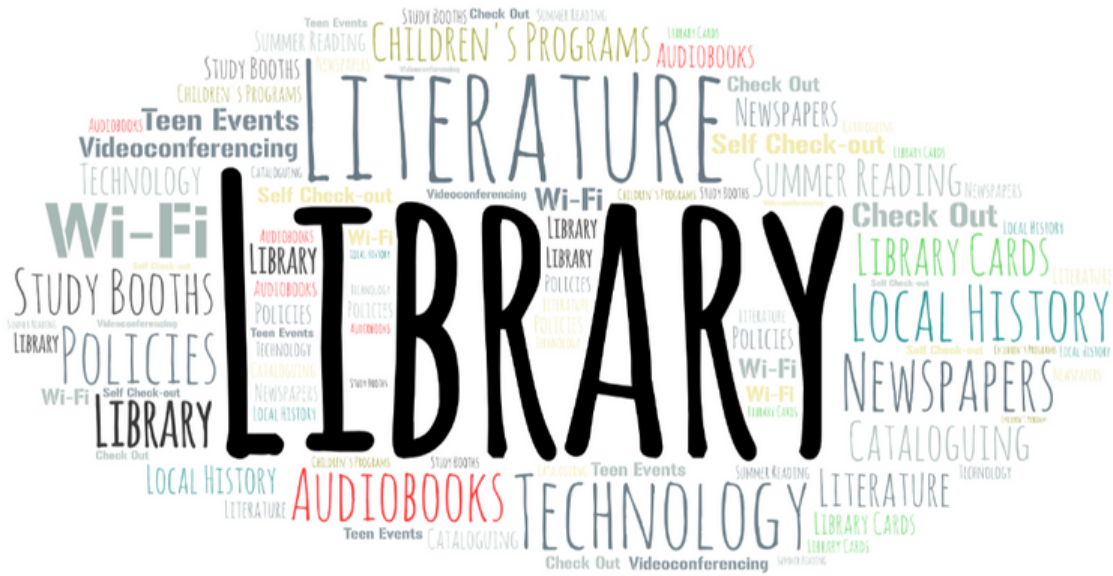
Library

WHY?

The Bastrop Public Library strives to provide services, materials, and assistance that support informational, recreational, and educational experiences which enhance people's lives.

Department Services:

- a. Provide daily living technological assistance including access to, education about, and assistance with the internet, electronic devices, and other informational, recreational, and educational resources.
- b. Maintain a collection of materials in a variety of formats to support leisure reading and lifelong learning.
- c. Promote discovery, learning and enjoyment through programs, outreach opportunities and community partnerships.
- d. Provide a safe and welcoming space for the community to socialize, study, work, learn and connect with others.
- e. Maintain a collection of materials to support historical research and celebrate the unique history of Bastrop.



Expenditures Summary

\$968,532 **\$83,961**
 (9.49% vs. prior year)

Significant Base Budget Changes for FY 2025

There were no significant base budget increases in FY 2025. Small changes are due to increased costs from third party vendors

Expenditures by Expense Type

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$677,118	\$740,001	\$811,672	9.7%
Supplies & Materials	\$71,585	\$78,055	\$82,790	6.1%
Maintenance & Repairs	\$5,545	\$5,890	\$6,800	15.4%
Occupancy	\$34,740	\$34,740	\$36,020	3.7%
Contractual Services	\$8,750	\$14,990	\$15,965	6.5%
Other Charges	\$16,787	\$10,895	\$15,285	40.3%
Total Expense Objects:	\$814,525	\$884,571	\$968,532	9.5%

Personnel Schedule

POSITION TITLE	ACTUAL FY2023	BUDGET FY2024	PROPOSED FY2025
Director	1	1	1
Access Services Supervisor	1	1	1
Youth Services Librarian	0	1	1
Librarian - Public Services	0	1	1
Library Associate	6	5	4
Communication Technical Specialist	1	1	1
Executive Admin Asst	.625	.625	.625
Library Clerk - VOE	1	1	1.5
Library Clerk - Summer	.5	.5	.5
TOTAL	11.125	11.125	11.625

Goals

1. Develop relationships and connections in the community that increase the library's partnership and outreach opportunities.
2. Improve the quality and depth of the collection to foster reading enjoyment, discovery, and knowledge by replacing outdated materials with items that reflect the diversity of our community and its interests
3. Ensure equitable and inclusive access to library services by updating policies and procedures.
4. Prioritize engaging customer service and a commitment to providing a pleasurable library experience for all users.
5. Increase participation in foundational programs such as Story time and Teen Thursdays.
6. Increase program offerings for adults that are enjoyable and informational.
7. Increase library usage through partnerships, outreach, and informational campaigns to bring awareness of library services.

Fleet & Facilities

WHY?

The Fleet and Facilities Department plays a critical role in ensuring the smooth operation of city services. We are responsible for managing the city's vehicle fleet, maintaining all public facilities, and providing logistical support to departments across the city.

A well-maintained fleet and efficient facilities are essential for city employees to perform their duties effectively. Our department directly supports the City Council's goals of providing efficient and reliable public services, promoting a safe work environment for employees, and maximizing the lifespan of city assets.

Service



Expenditures Summary

\$1,363,682 **\$1,363,682**
 (100.00% vs. prior year)

Significant Base Budget Changes for FY 2025

The Fleet & Facilities department takes center stage this year, and its budget reflects the significant responsibilities it shoulders. As a newly formed entity, Fleet & Facilities inherits duties previously spread across multiple departments. This consolidation brings several advantages, including streamlined operations and improved efficiency. However, it also necessitates a substantial budget to ensure a smooth transition and effective service delivery.

Here's a breakdown of why Fleet & Facilities has a significant budget allocation:

- **Startup Costs:** Establishing a new department involves setting up infrastructure, acquiring necessary equipment, and identifying deferred maintenance. These initial investments are crucial for the department's successful launch.
- **Inventory Management:** Fleet & Facilities now encompasses the management of vehicles and facilities previously handled by individual departments. This requires taking stock of existing assets, which may necessitate repairs, upgrades, or replacements.
- **Unforeseen Needs:** While historical data from previous departments provides a baseline, unforeseen issues or maintenance needs can arise within the newly consolidated fleet and facilities. The budget accounts for this potential by including a buffer for unexpected costs.

While the Fleet & Facilities budget may seem substantial initially, it's an investment in creating a more efficient and cost-effective system in the long run. The consolidation promises streamlined operations, improved asset utilization, and potentially reduced redundancies, leading to future budgetary adjustments.

Expenditures by Division

Name	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expenditures		
General Government		
Fleet & Facilities		
Personnel Costs	\$787,897	N/A
Supplies & Materials	\$56,529	N/A
Maintenance & Repairs	\$382,582	N/A
Occupancy	\$8,100	N/A
Contractual Services	\$119,061	N/A
Other Charges	\$9,513	N/A
Total Fleet & Facilities:	\$1,363,682	N/A
Total General Government:	\$1,363,682	N/A
Total Expenditures:	\$1,363,682	N/A

Expenditures by Expense Type

Name	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects		
Personnel Costs	\$787,897	N/A
Supplies & Materials	\$56,529	N/A
Maintenance & Repairs	\$382,582	N/A
Occupancy	\$8,100	N/A
Contractual Services	\$119,061	N/A
Other Charges	\$9,513	N/A
Total Expense Objects:	\$1,363,682	N/A

Personnel Schedule

POSITION TITLE	ACTUAL FY2023	BUDGET FY2024	PROPOSED FY2025
BUILDING MAINTENANCE			
Fleet and Facilities Manager	0	0	1
Fleet and Facilities Analyst	0	0	1
Crew Leader Building Maintenance/Custodial	1	1	1
Maintenance Supervisor	1	0	0
Facility Attendant Conv Center	1	0	0
Building Custodian	4	4	4
Building Maintenance Worker	1	1	1
Special Event Worker	2	0	0
Mechanic	0	0	1
Executive Administrative Assistant	0	0	1
TOTAL	10	6	10

Goals and Objectives

The Fleet and Facilities Department's goals are directly linked to City Council's overall goals of:

- **Efficient City Services:** By providing reliable and readily available vehicles, we ensure timely completion of city services.
- **Fiscal Responsibility:** We prioritize cost-effective vehicle acquisition and maintenance, while maximizing the lifespan of facilities and assets.
- **Employee Well-being:** We maintain safe and healthy work environments that contribute to employee satisfaction.
- **Environmental Sustainability:** We continuously seek ways to lower the environmental impact of our fleet and facilities through fuel-efficient vehicles, green building initiatives, and energy conservation practices.

Performance Measures:

- Vehicle uptime and downtime percentages.
- Average repair cost per vehicle.
- Average fuel efficiency of the fleet.
- Energy consumption reduction targets achieved.
- Cost of repair and maintenance per square foot of facility space.

Parks

WHY?

To increase the quality of life for our residents by creating a high caliber park and recreation system. Through these efforts our committed team works to build a stronger, more connected community and to stimulate economic growth.

Department Service

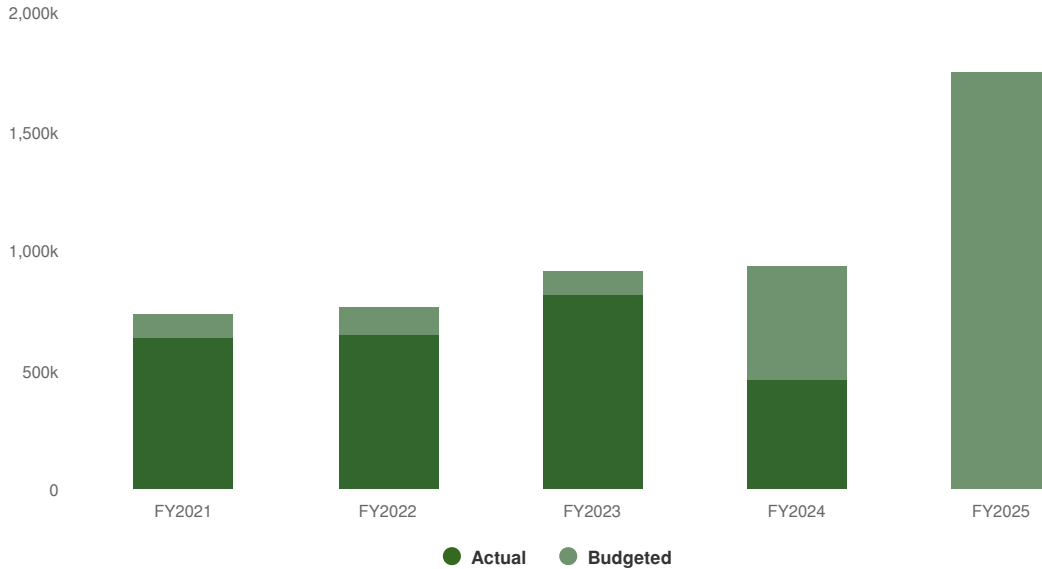
- Grooming and maintaining 11 parks & 1 walking trail
- Operation of Recreation Center
- Community Park and Recreation activities and special events
- 2 Large City events
- Permitting for all community special events



Expenditures Summary

\$1,747,114 **\$812,628**
 (86.96% vs. prior year)

Parks Proposed and Historical Budget vs. Actual



Significant Base Budget Changes in FY 2025

- o FY25 is the first Park & Recreation Department budget. In FY24 Parks funding was in the Public Works Budget and Recreation was a part of the Community Engagement budget.
- o The River of Lights cost was moved from Community Engagement to be shared in the Park & Recreation and Bastrop Power & Light budgets.

Expenditures by Expense Type

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Personnel Costs				
OPERATIONAL SALARIES-PARKS	\$408,411	\$459,951	\$0	-100%
LONGEVITY	\$2,400	\$2,940	\$0	-100%
OVERTIME-PARKS	\$40,000	\$40,000	\$0	-100%
SOCIAL SECURITY	\$33,843	\$38,251	\$0	-100%
RETIREMENT	\$58,027	\$62,901	\$0	-100%
GROUP INSURANCE	\$101,320	\$87,963	\$0	-100%
WORKERS COMPENSATION	\$7,660	\$7,660	\$0	-100%
OPERATIONAL SALARIES			\$655,500	N/A

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
LONGEVITY			\$2,760	N/A
OVERTIME			\$40,000	N/A
SOCIAL SECURITY			\$50,150	N/A
RETIREMENT			\$87,900	N/A
GROUP INSURANCE			\$107,850	N/A
WORKERS COMP			\$17,037	N/A
Total Personnel Costs:	\$651,660	\$699,666	\$961,197	37.4%
Supplies & Materials				
SUPPLIES	\$3,200	\$3,200		N/A
POSTAGE	\$50	\$50		N/A
OFFICE EQUIPMENT	\$100	\$100		N/A
SAFETY/FIRST AID	\$2,000	\$2,000		N/A
IRRIGATION SUPPLIES	\$4,500	\$4,500		N/A
JANITORIAL SUPPLIES	\$5,500	\$5,500		N/A
EQUIPMENT	\$3,600	\$3,600		N/A
CHEMICALS/PESTICIDES	\$3,000	\$3,000		N/A
SMALL TOOLS	\$1,500	\$1,500		N/A
FUEL AND LUBE	\$17,600	\$17,600		N/A
SUPPLIES			\$13,000	N/A
POSTAGE			\$100	N/A
OFFICE EQUIPMENT/FURNITURE			\$1,000	N/A
EQUIPMENT			\$6,500	N/A
IRRIGATION SUPPLIES			\$4,500	N/A
JANITORIAL SUPPLIES			\$8,100	N/A
CHEMICALS/PESTICIDES			\$3,000	N/A
SMALL TOOLS			\$6,500	N/A
FORMS PRINTING			\$7,000	N/A
FUEL			\$18,000	N/A
Total Supplies & Materials:	\$41,050	\$41,050	\$67,700	64.9%
Maintenance & Repairs				
EQUIPMENT MAINTENANCE	\$5,000	\$5,000		N/A
VEHICLE MAINTENANCE	\$6,000	\$6,000		N/A
CITY HALL GROUNDS	\$2,200	\$2,200		N/A
RIVERFRONT PARK EXPENSES	\$63,000	\$24,500	\$0	-100%
LITTLE LEAGUE PARK EXPENS	\$6,500	\$6,500		N/A
DOG BARK PARK EXPENSE	\$2,400	\$2,400		N/A
DELGADO PARK MAINTENANCE	\$1,600	\$2,700		N/A
OLD IRON BRIDGE	\$250	\$250		N/A
FIREMANS PARK/SOFTBALL FIELD	\$3,500	\$3,500		N/A
PECAN PARK MAINTENANCE	\$4,500	\$4,500		N/A
RIVERWALK MAINTENANCE	\$7,300	\$7,300		N/A

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
MAYFEST PARK - LOOP 150	\$3,000	\$3,000		N/A
SPLASH PAD	\$2,800	\$2,800		N/A
TREE USA MAINTENCE PROGRAM	\$5,000	\$5,000		N/A
BOB BRYANT PARK	\$7,500	\$7,500		N/A
JEWELLS PARK	\$2,400	\$2,400		N/A
GATEWAYS/HWY 71 LANDSCAPING	\$3,000	\$3,000		N/A
KERR COMMUNITY PARK	\$2,400	\$3,500		N/A
EQUIPMENT MAINTENANCE			\$9,000	N/A
CITY HALL GROUNDS MAINTENANCE			\$3,000	N/A
RIVERFRONT PARK MAINTENANCE			\$20,000	N/A
LITTLE LEAGUE PARK MAINTENANCE			\$4,000	N/A
DOG PARK MAINTENANCE			\$2,700	N/A
DELGADO PARK MAINTENANCE			\$14,700	N/A
OLD IRON BRIDGE			\$250	N/A
FIREMAN'SPARK/SOFTBALL FIELD			\$3,000	N/A
PECAN PAKR MAINTENANCE			\$3,000	N/A
RIVERWALK MAINTENANCE			\$16,000	N/A
MAYFEST PARK LP 150 MAINT			\$5,000	N/A
SPLASH PAD MAINTENANCE			\$4,000	N/A
TREE USA MAINTENCE PROGRAM			\$7,000	N/A
BOB BRYANT PARK MAINTENANCE			\$17,500	N/A
BASTROP RIVER OF LIGHTS			\$100,000	N/A
JEWELL'S PARK MAINTENANCE			\$2,000	N/A
GATEWAYS/HWY 71 LANDSCAPING			\$3,000	N/A
KERR COMMUNITY PARK MAINTENANCE			\$13,500	N/A
Total Maintenance & Repairs:	\$128,350	\$92,050	\$227,650	147.3%
Occupancy				
COMMUNICATIONS	\$3,120	\$3,120		N/A
SPLASH PAD UTILITIES	\$33,000	\$33,000		N/A
LITTLE LEAGUE UTILITIES	\$14,000	\$19,000		N/A
TXDOT UTILITY IRRIGATION METER	\$12,500	\$12,500		N/A
PARKS AND TRAILS UTILITIES	\$17,000	\$17,000		N/A
COMMUNICATIONS			\$3,500	N/A
SPLASH PAD UTILITIES			\$35,000	N/A
LITTLE LEAGUE UTILITIES			\$20,000	N/A
TXDOT UTILITY IRRIGATION METER			\$13,000	N/A
PARKS & TRAILS UTILITIES			\$15,000	N/A
Total Occupancy:	\$79,620	\$84,620	\$86,500	2.2%
Contractual Services				
PROFESSIONAL SERVICES	\$5,000	\$5,000		N/A

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
UNIFORMS	\$8,000	\$8,000		N/A
PROFESSIONAL SERVICES			\$5,000	N/A
CREDIT CARD PROCESSING FEE			\$5,000	N/A
UNIFORMS			\$8,000	N/A
CONTRACTED SERVICES			\$208,000	N/A
EQUIPMENT RENTAL			\$1,000	N/A
VEHICLE/EQUIP REPLACEMENT FEE			\$50,467	N/A
Total Contractual Services:	\$13,000	\$13,000	\$277,467	2,034.4%
Other Charges				
ADVERTISING	\$800	\$800		N/A
TRAVEL AND TRAINING	\$2,500	\$2,500		N/A
DUES, SUBSCRIPTION AND PUB.	\$300	\$300		N/A
EQUIPMENT RENTAL	\$500	\$500		N/A
ADVERTISING			\$2,500	N/A
TRAVEL AND TRAINING			\$5,600	N/A
DUES, SUBSCRIPTION AND PUB			\$2,500	N/A
RECREATION PROGRAMS			\$16,000	N/A
Total Other Charges:	\$4,100	\$4,100	\$26,600	548.8%
Capital Outlay				
SPECIAL PROJECTS			\$100,000	N/A
Total Capital Outlay:	\$0	\$0	\$100,000	N/A
Total Expense Objects:	\$917,780	\$934,486	\$1,747,114	87%

Objectives and Goals

The completion of the 10 year Parks , Recreation and Open Space Master Plan in August of 2023, identified some clear goals for this department.

1. Enhance the quality and maintenance of the Parks.
 - a. Standardize equipment used in the parks– 1) Branding 2) Faster repairs
 - b. Establish a better more effective regular maintenance plan.
2. Develop additional recreational programs for the community.
 - a. Develop more youth recreational opportunities.
 - b. Enhance and develop more family recreation opportunities.
3. Create a more welcoming park system for all.
 - a. Identify and enhance access for all.
 - b. Create opportunities for all abilities.
4. Develop and enhance community partnership to provide more services to the community.
 - a. Create a standardize MOU for clearer expectations
 - b. Continue to develop more partnerships with organizations, groups and non-profit organizations to enhance service delivery.

Personnel Schedule

POSITION TITLE	ACTUAL FY2023	BUDGET FY2024	PROPOSED FY2025
PARKS			
Parks Director	0	0	1
Crew Leader	0	0	1
Equipment Operator	0	0	1
Maintenance Worker	0	0	4
Seasonal Maintenance Worker	0	0	.185
Athletic Field Maintenance	0	0	1
Facilities Maintenance Worker	0	0	1
Recreation Coordinator	0	0	1
Recreation Workers - Temp	0	0	2
Technician Parks	0	0	1
TOTAL	0	0	13.185

Water/Wastewater

WHY?

To protect the public's health and safety through proper treatment, operation, and maintenance of the water and wastewater systems.

Department Description

The Water/Wastewater Fund is utilized to account for the financial activities related to the provision of water and wastewater services to residents in the City's service territory. The City's Water and Wastewater divisions are separated into four (4) subcategories: Administration, Water Distribution/Collection, Wastewater Treatment, and Water Treatment. Water distribution is provided through 89.75 miles of water main lines. It provides clean water to approximately 4,578-meter connections. The system pressure helps lower the cost of insurance by providing adequate fire flow at each of 769 fire hydrants. Wastewater collection conveys the wastewater leaving our homes and businesses to a wastewater treatment plant through approximately 72.5 miles of sewer main line. Wastewater treatment is vital to maintaining a safe and clean drinking water source and protection of our river's ecosystem.

Services



Expenditures Summary

\$9,617,899 **\$44,665**
 (0.47% vs. prior year)

Expenditures by Expense Type

Significant changes were made to the following expense categories:

- Professional Services has increased by \$22,000 to accommodate more additional State and Federal reporting requirements, and to support growing development planning needs.
- System Maintenance shows a significant change in funding, due to a one-time transfer of \$150,000 from the Capital Fund for Tahitian Village manhole replacements and rehabilitation.
- \$15,000 has been added to Water Treatment and Production Chemicals to align with new treatment processes at the Simsboro Water Treatment Plant.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY25 Budget Book EWM (Water/Wastewater Fund) (% Change)
Expense Objects				
Personnel Costs	\$2,059,463	\$2,028,064	\$2,387,635	18%
Supplies & Materials	\$266,070	\$322,600	\$393,600	22%
Maintenance & Repairs	\$673,380	\$740,780	\$878,750	18.6%
Occupancy	\$340,300	\$537,900	\$554,700	3.1%
Contractual Services	\$1,521,372	\$1,520,620	\$1,595,944	4.8%
Other Charges	\$43,340	\$38,270	\$37,270	-2.6%
Contingency	\$10,000	\$10,000	\$10,000	0%
Transfers Out	\$3,678,400	\$4,375,000	\$3,760,000	-14.1%
Total Expense Objects:	\$8,592,325	\$9,573,234	\$9,617,899	0.5%

Expenditures by Function

The Water/Wastewater Fund is separated into four divisions: administration, distribution/collection, water production/treatment, and wastewater treatment.

There are no major changes to the divisions. The total personnel count is still 23 after the addition of 4 FTE's in the FY 2023 budget.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expenditures				
Water/Wastewater				
Administration				
Personnel Costs	\$645,486	\$466,026	\$591,583	26.9%
Supplies & Materials	\$29,900	\$34,400	\$24,700	-28.2%
Maintenance & Repairs	\$7,780	\$21,780	\$7,350	-66.3%
Occupancy	\$14,500	\$17,100	\$19,700	15.2%
Contractual Services	\$1,114,031	\$1,184,260	\$1,248,584	5.4%
Other Charges	\$27,470	\$22,400	\$21,400	-4.5%
Contingency	\$10,000	\$10,000	\$10,000	0%
Transfers Out	\$3,678,400	\$4,375,000	\$3,760,000	-14.1%
Total Administration:	\$5,527,567	\$6,130,966	\$5,683,317	-7.3%
W/Ww Distribut/Collect				
Personnel Costs	\$554,718	\$580,416	\$797,505	37.4%
Supplies & Materials	\$108,820	\$111,900	\$161,900	44.7%
Maintenance & Repairs	\$99,500	\$112,000	\$264,000	135.7%
Contractual Services	\$123,623	\$17,000	\$17,000	0%
Other Charges	\$4,500	\$4,500	\$4,500	0%
Total W/Ww Distribut/Collect:	\$891,161	\$825,816	\$1,244,905	50.7%
Water Production/Treat				
Personnel Costs	\$394,673	\$434,057	\$564,545	30.1%
Supplies & Materials	\$87,350	\$108,300	\$128,500	18.7%
Maintenance & Repairs	\$280,800	\$282,300	\$290,000	2.7%
Occupancy	\$145,800	\$145,800	\$160,000	9.7%
Contractual Services	\$191,484	\$239,860	\$239,860	0%
Other Charges	\$5,690	\$5,690	\$5,690	0%
Total Water Production/Treat:	\$1,105,797	\$1,216,007	\$1,388,595	14.2%
WW Treatment Plant				
Personnel Costs	\$464,586	\$547,565	\$434,002	-20.7%
Supplies & Materials	\$40,000	\$68,000	\$78,500	15.4%
Maintenance & Repairs	\$285,300	\$324,700	\$317,400	-2.2%
Occupancy	\$180,000	\$375,000	\$375,000	0%
Contractual Services	\$92,234	\$79,500	\$90,500	13.8%
Other Charges	\$5,680	\$5,680	\$5,680	0%
Total WW Treatment Plant:	\$1,067,800	\$1,400,445	\$1,301,082	-7.1%
Total Water/Wastewater:	\$8,592,325	\$9,573,234	\$9,617,899	0.5%
Total Expenditures:	\$8,592,325	\$9,573,234	\$9,617,899	0.5%

Personnel Schedule

POSITION TITLE	ACTUAL FY2023	BUDGET FY2024	PROPOSED FY2025
ADMINISTRATION DIVISION			
Director	.5	.5	1
City Engineer	.5	.5	.5
Superintendent	1	1	1
Mechanic	0	0	1
Special Programs Coordinator	1	1	1
Executive Administrative Assistant	1	1	1
TOTAL	4	4	4.5
W/WW DISTRIBUTION/COLLECTION			
Foreman	1	1	1
Crew Leader Systems Tech	1	1	1
Systems Technician	<u>6</u>	<u>6</u>	<u>6</u>
TOTAL	8	8	8
WATER PRODUCTION/TREATMENT			
Chief Plant Operator	1	1	1
Operators	<u>4</u>	<u>4</u>	<u>4</u>
TOTAL	5	5	5
WASTEWATER TREATMENT			
Chief Plant Operator	1	1	1
Operators	<u>5</u>	<u>5</u>	<u>6</u>
TOTAL	6	6	6
TOTAL	23	23	25.5

Recent Accomplishments

1. Tested accuracy of 130 water meters
2. Wastewater treatment plant #3 in operation as of May 7, 2024
3. Began receiving water at Willow from the Simsboro Wells J and I as part of the Water Contingency Plan (Permitted for 1,500 mpg each)
4. Continue to camera City sewer lines based on streets requiring rehabilitation per Pavement Condition Index Report
5. Installed 760-feet of water main and 340-feet of sewer main as part of the WATER Street Rehab project
6. Installed 1,273 feet of 2-inch water line in Block 9 of the Fairview Cemetery as part of the Fairview Cemetery Expansion Project
7. Installed antenna at/on Hwy 20 EST (Water tower) in order to expand our automated metering infrastructure capabilities to include the far west side of the City's CCN
8. Completed TCEQ Lead Service Line Inventory

Goals and Objectives

- Provide maintenance on 89.75 miles of water main lines, 500 valves, 72.5 miles of wastewater main lines, 829 manholes, 6 alluvial wells, 3 deep wells, 22 lift stations, 4,578-metered connections from ¾" to 10", and 769 fire hydrants.
- Continue to provide safe and reliable drinking water to our customers.
- Conserve the City's water source by continuing to monitor water loss and implement water saving measures.
- Distribute approximately 1.7 million gallons of treated water per day to homes and businesses.
- Collect and treat approximately 1.3 million gallons of wastewater per day.
- Maintain accuracy of well entry point meters at 97% or higher annually.
- Track reliability and response time to work orders for water leaks, after hours call outs and sewer stoppages.
- Completion of the new Simsboro Water Treatment Facility at XS Ranch is scheduled for January 2025.

Hotel Occupancy Tax

The Hotel Tax Fund is utilized primarily to account for the receipt and expenditures of funds received by the City from the assessment of hotel occupancy tax. This fund includes several departments; Organizational Funding, Convention Center, Main Street Program, Cultural Arts Commission, and the Rodeo Arena.

Organizational Department

CONTRACTUAL SERVICES

This department is where the city appropriates funding to our Community Assets and to Visit Bastrop. Those Community Assets include the Bastrop Opera House, Bastrop County Historical Society & Visitor Center, and the Lost Pines Art Center. It also budgets for administrative costs related to collecting and auditing Hotel Occupancy Tax.

Community Asset Funding

The FY 2025 proposed funding for each organization is:

Organization	FY 22-23 Approved Funding	FY 23-24 Approved Funding	FY 24-25 Requested Funding	FY 24-25 Proposed Funding
Bastrop County Historical Society Visitor Center	\$162,986	\$187,434	\$235,454	\$235,434
Bastrop County Historical Society Museum	\$88,411	\$101,673	\$127,298	\$127,298
Bastrop Opera House	\$147,818	\$169,991	\$194,000	\$194,000
Lost Pines Art Center	\$129,660	\$149,109	\$167,950	<u>\$167,950</u>
African American Museum	\$0	\$0	<u>\$50,000</u>	
TOTALS	\$528,875	\$608,207	\$774,702	\$724,702

Visit Bastrop

Funding provided for Visit Bastrop is established through a contractual agreement. The contract states the City will target 35% of the new Hotel Occupancy Tax (HOT) revenue collected, defined as HOT revenue minus the provision of payment satisfying the City’s outstanding debt secured by HOT funds. The amount should not be less than 45% of the total HOT revenues. The FY 2025 payment was calculated per the contract, at \$1,041,950 based on the projected Hotel Occupancy Tax revenue of \$3,500,000. This funding amount does include \$75,000 for special event funding.

Professional Service

The City contracts with Localgov to provide administrative support with collecting, auditing and discovery related to Hotel Occupancy Tax amounting to \$10,000. This is also where the administrative support paid to the General Fund is recorded at \$59,688, down from \$60,757 in FY 2023. This category includes a one-time expenditure item, Hotel Pursuit Costs of \$100,000 (carry-over from FY 2023). This category includes the Community Asset funding noted above.

CAPITAL OUTLAY

None noted

TRANSFER OUT

This transfer represents the outstanding debt secured by Hotel Occupancy Tax funds to the Debt Service Fund.

Other Departments

CONVENTION CENTER

The most significant change is an increase in personnel costs with the transfer of the staff back to this funds budget (out of the General Fund) and an addition of an administrative assistant mid year of FY 2024. The contractual service line includes \$218,236 in administrative support expenses paid to the General Fund, up from \$215,083 in FY 2024.

MAIN STREET PROGRAM

This budget decreased by \$191,293 over the FY 2024 budget. The personnel costs decreased by \$30,800 with the transfer of half of the manager back to General Fund budget. The administrative support transfer to the General Fund went up by \$893. The Downtown Master Plan for \$150,000 was discussed during the FY 2024 budget workshops as an item to add to the FY 2025 budget. It will be postponed until FY2026. This is a large portion of the decrease in professional services by \$180,000.

CULTURAL ARTS COMMISSION

This budget reflects the items laid out in the Cultural Arts Commission Work Plan presented to City Council in March of 2022.

Expenditures by Function

Name	FY2023 Budgeted	FY2023 Projected	FY2024 Budgeted	FY2025 Budgeted	FY2023 Budgeted vs. FY2024 Budgeted (% Change)
Expenditures					
Hotel Tax Fund					
Organizational Funding					
Contractual Services	\$2,391,975	\$2,876,700	\$2,442,574	\$2,226,340	2.1%
Capital Outlay	\$25,000	\$25,000	\$0	\$0	-100%
Transfers Out	\$523,000	\$523,000	\$518,000	\$517,600	-1%
Total Organizational Funding:	\$2,939,975	\$3,424,700	\$2,960,574	\$2,743,940	0.7%
Hospitality & Downtown					
Convention Center					
Personnel Costs	\$0		\$288,122	\$464,377	N/A
Supplies & Materials	\$42,300	\$41,700	\$42,300	\$42,800	0%
Maintenance & Repairs	\$46,450	\$46,450	\$46,450	\$49,500	0%
Occupancy	\$47,100	\$47,100	\$47,100	\$47,100	0%
Contractual Services	\$400,472	\$407,972	\$261,083	\$268,036	-34.8%
Other Charges	\$26,000	\$22,500	\$22,500	\$24,500	-13.5%
Total Convention Center:	\$562,322	\$565,722	\$707,555	\$896,313	25.8%
Main Street					
Personnel Costs	\$0		\$160,464	\$122,278	N/A
Supplies & Materials	\$20,900	\$10,300	\$11,900	\$11,900	-43.1%
Occupancy	\$900	\$900	\$900	\$900	0%
Contractual Services	\$161,020	\$147,520	\$210,587	\$31,480	30.8%
Other Charges	\$122,510	\$73,010	\$114,510	\$146,010	-6.5%
Contingency	\$33,500	\$33,500	\$33,500	\$28,500	0%
Total Main Street:	\$338,830	\$265,230	\$531,861	\$341,068	57%
Total Hospitality & Downtown:	\$901,152	\$830,952	\$1,239,416	\$1,237,381	37.5%
Cultural Arts Commission					
Supplies & Materials	\$2,000		\$2,000	\$2,000	0%
Maintenance & Repairs	\$5,000	\$5,730	\$5,000	\$5,000	0%
Contractual Services	\$47,500	\$42,500	\$47,500	\$47,500	0%
Other Charges	\$1,000	\$1,000	\$1,000	\$1,000	0%
Total Cultural Arts Commission:	\$55,500	\$49,230	\$55,500	\$55,500	0%
Rodeo					
Occupancy	\$3,200	\$3,200	\$3,296	\$3,296	3%
Total Rodeo:	\$3,200	\$3,200	\$3,296	\$3,296	3%
Total Hotel Tax Fund:	\$3,899,827	\$4,308,082	\$4,258,786	\$4,040,117	9.2%
Total Expenditures:	\$3,899,827	\$4,308,082	\$4,258,786	\$4,040,117	9.2%

Personnel Schedule

POSITION TITLE	ACTUAL FY2023	BUDGET FY2024	PROPOSED FY2025
CONVENTION CENTER			
Special Event Manager	0	.65	1
Maintenance Supervisor	0	1	1
Facilities Attendant	0	1	1
Special Event Worker	0	1	1
Executive Administrative Assistant	0	0	
TOTAL	0	3.65	4
MAIN STREET			
Main Street Manager	0	1	.5
Special Event Worker	0	1	1
TOTAL	0	2	1.5
TOTAL	0	5.65	5.5

The Main Street Manager is split between General Fund and HOT tax fund. The Special Event Manager was moved completely into the HOT tax fund for FY2025

Goal #1

ECONOMIC VITALITY - Increase Convention Center revenue.

Measures: Revenue

Actual FY2023	Goal FY2024	Projected FY2024	Goal FY2025
\$194,000	\$264,000	\$266,000 (6%)	\$270,000 (1.5%)

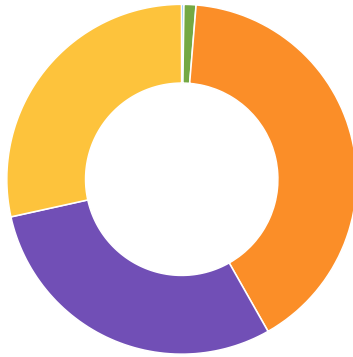
CAPITAL IMPROVEMENTS

FY 2025 Capital Budget

Total Capital Requested \$76,118,868

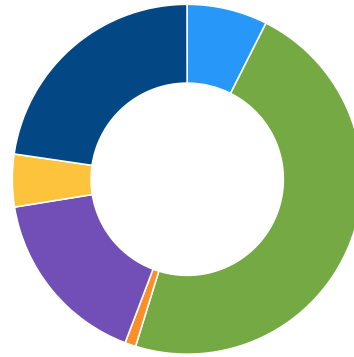
14 Capital Improvement Projects

Total Funding Requested by Department



● Bastrop Power & Light (0%)	\$150,000.00
● Cemetery (1%)	\$850,000.00
● Public Works (40%)	\$30,805,000.00
● Wastewater CIF (30%)	\$22,663,868.00
● Water CIF (28%)	\$21,650,000.00
TOTAL	\$76,118,868.00

Total Funding Requested by Source



● 4B (7%)	\$5,625,240.00
● Current Bond (47%)	\$35,800,000.00
● Fund Balance (1%)	\$750,000.00
● Future Bond (17%)	\$12,613,868.00
● Grant (5%)	\$3,679,760.00
● Other (23%)	\$17,150,000.00
TOTAL	\$75,618,868.00

The large portion of the capital projects funded for FY 2025 relate to streets, water and wastewater. The new water plant is under construction. The construction of the other phases of the plant will continue in FY 2025. The new water plant will allow the city to take Bob Bryant wells and Willow Water wells off-line, which will have ongoing maintenance savings. These older wells are not cost-efficient.

These projects have many different funding sources including grants that are awaiting approval/award, future bond issuance, and development contributions. As the funding is secured the project will move forward.

Public Works Requests

Itemized Requests for 2025

Agnes Street Extension **\$1,500,000**

Agnes Street will be converted from its existing two-lane design to a four-lane roadway from Seton Hospital Drive to Hwy. 304. The widening project will match the design of the road's planned extension to Seton Hospital Drive. Construction is...

Blakey Lane Extension **\$8,305,000**

Extend Blakey Lane from FM 969 to Old Austin Hwy. This project includes new water, wastewater and drainage lines, road extension, sidewalks, etc.

Old Iron Bridge Rehabilitation **\$17,000,000**

To rehabilitate the Old Iron Bridge to be used as a deck park with unrestricted pedestrian access.

Street Rehabilitation Program **\$2,000,000**

This program is to rehab the streets that are in good condition based on the PCI results and extend the streets' useful life. This will be a bi-annual program: design in one year, and construct the next. The streets identified for rehabilitation...

Water Street Reconstruction **\$2,000,000**

This program consists of reconstruction of Water Street and will be a CIP project outside the Street Maintenance Program or the Street Rehabilitation Program. The projects might include improvements to water, wastewater, drainage, sidewalks, as...

Total: \$30,805,000

Water CIF Requests

Itemized Requests for 2025

Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities **\$18,800,000**

Existing project for Simsboro Aquifer Water Treatment Plant, Well Field, and Transmission Facilities.

Westside Water Service Expansion **\$2,850,000**

Construction of the West Side water transmission lines and distribution systems.

Total: \$21,650,000

Wastewater CIF Requests

Itemized Requests for 2025

FM 969 Wastewater Line Extension **\$3,200,000**

Extend wastewater line from existing 24-inch wastewater line along Bear Hunter Drive north across SH 71 and east along FM 969 to Valverde Development.

SH 71 Pipe Bursting Project **\$1,470,000**

This project is to pipe burst an existing 10-inch wastewater line to expand capacity in the existing line for future growth.

Wastewater Treatment Plant #3 - Phase II **\$371,118**

This project consists of expansion of the existing WWTP#3. This project will start with a design to determine the expansion capacity needed to accommodate future growth.

Total: \$5,041,118

Bastrop Power & Light Requests

Itemized Requests for 2025

Bastrop Power & Light Capital Improvements **\$150,000**

This is a 5-year CIP program to include a study of the system, which will originate in project recommendations. The project will be designed in one year, and constructed the following fiscal years.

Total: \$150,000

Cemetery Requests

Itemized Requests for 2025

Cemetery Improvements - Block 9 Development **\$850,000**

This project consists of design and construction of improvements needed to develop Block 9 of the cemetery, which will include installation of roads, drainage and also a columbarium plaza.

Total: \$850,000

Wastewater CIF Requests

Itemized Requests for 2025

Transfer Lift Station **\$14,900,000**

This project is for a Wastewater Transfer Lift Station construction.

Wastewater Treatment Plant #1 and #2 Rehabilitation **\$2,722,750**

Rehabilitation of the existing Wastewater Treatment Plants # 1 and #2. This will expand the life of the plants for additional years.

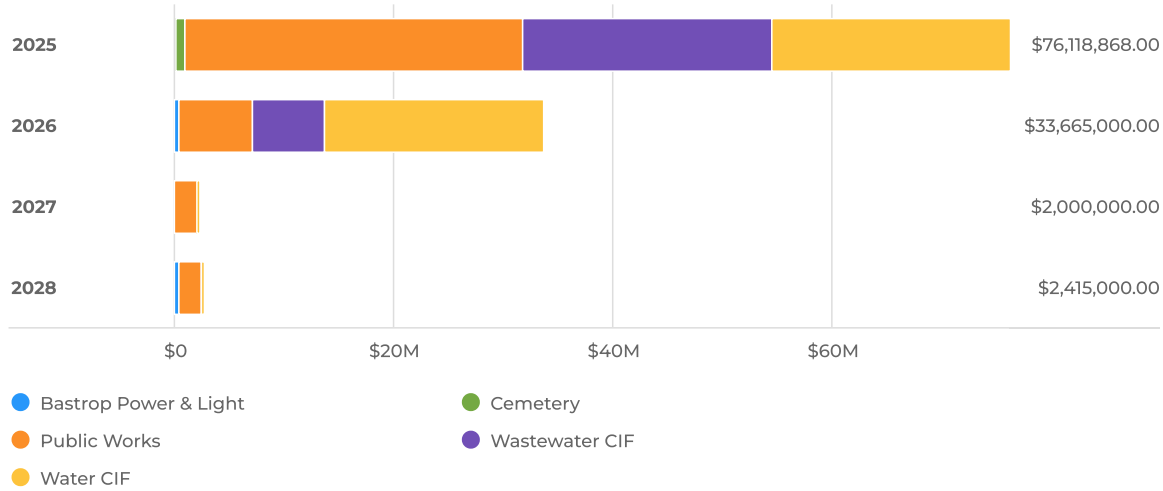
Total: \$17,622,750

Capital Improvements: Multi-year Plan

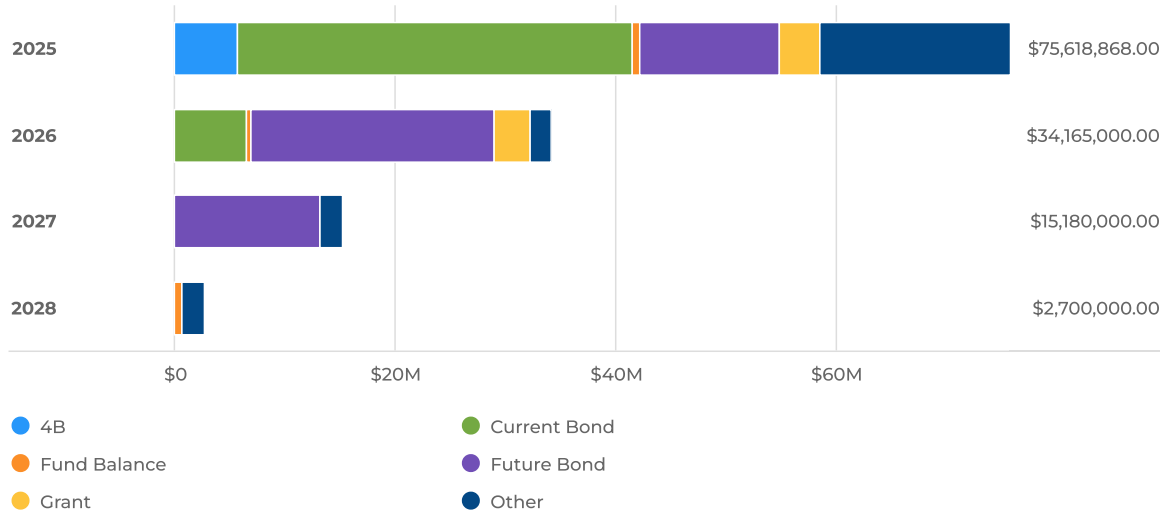
Total Capital Requested \$114,198,868

14 Capital Improvement Projects

Total Funding Requested by Department



Total Funding Requested by Source



Cost Savings & Revenues

There's no data for building chart

Public Works Requests

Itemized Requests for 2025-2028

Agnes Street Extension **\$5,340,000**

Agnes Street will be converted from its existing two-lane design to a four-lane roadway from Seton Hospital Drive to Hwy. 304. The widening project will match the design of the road's planned extension to Seton Hospital Drive. Construction is...

Blakey Lane Extension **\$8,305,000**

Extend Blakey Lane from FM 969 to Old Austin Hwy. This project includes new water, wastewater and drainage lines, road extension, sidewalks, etc.

Old Iron Bridge Rehabilitation **\$17,000,000**

To rehabilitate the Old Iron Bridge to be used as a deck park with unrestricted pedestrian access.

Street Rehabilitation Program **\$8,000,000**

This program is to rehab the streets that are in good condition based on the PCI results and extend the streets' useful life. This will be a bi-annual program: design in one year, and construct the next. The streets identified for rehabilitation...

Water Street Reconstruction **\$3,040,000**

This program consists of reconstruction of Water Street and will be a CIP project outside the Street Maintenance Program or the Street Rehabilitation Program. The projects might include improvements to water, wastewater, drainage, sidewalks, as...

Total: \$41,685,000

Water CIF Requests

Itemized Requests for 2025-2028

Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities **\$18,800,000**

Existing project for Simsboro Aquifer Water Treatment Plant, Well Field, and Transmission Facilities.

Westside Water Service Expansion **\$22,850,000**

Construction of the West Side water transmission lines and distribution systems.

Total: \$41,650,000

Wastewater CIF Requests

Itemized Requests for 2025-2028

FM 969 Wastewater Line Extension **\$3,200,000**

Extend wastewater line from existing 24-inch wastewater line along Bear Hunter Drive north across SH 71 and east along FM 969 to Valverde Development.

SH 71 Pipe Bursting Project **\$1,470,000**

This project is to pipe burst an existing 10-inch wastewater line to expand capacity in the existing line for future growth.

Wastewater Treatment Plant #3 - Phase II **\$371,118**

This project consists of expansion of the existing WWTP#3. This project will start with a design to determine the expansion capacity needed to accommodate future growth.

Total: \$5,041,118

Bastrop Power & Light Requests

Itemized Requests for 2025-2028

Bastrop Power & Light Capital Improvements **\$850,000**

This is a 5-year CIP program to include a study of the system, which will originate in project recommendations. The project will be designed in one year, and constructed the following fiscal years.

Total: \$850,000

Cemetery Requests

Itemized Requests for 2025-2028

Cemetery Improvements - Block 9 Development **\$850,000**

This project consists of design and construction of improvements needed to develop Block 9 of the cemetery, which will include installation of roads, drainage and also a columbarium plaza.

Total: \$850,000

Wastewater CIF Requests

Itemized Requests for 2025-2028

Transfer Lift Station **\$21,400,000**

This project is for a Wastewater Transfer Lift Station construction.

Wastewater Treatment Plant #1 and #2 Rehabilitation **\$2,722,750**

Rehabilitation of the existing Wastewater Treatment Plants # 1 and #2. This will expand the life of the plants for additional years.

Total: \$24,122,750

DEBT

DEBT GOVERNMENTAL WIDE

OVERVIEW OF BONDS

Major capital improvements such as streets, drainage, buildings, water/wastewater infrastructure, and other major infrastructure projects are often financed by bonds. This funding mechanism allows payment for infrastructure improvements to be made over multiple years, spread over the life of the improvement.

CITY'S CURRENT BOND RATINGS

General Obligation Bonds	Rating
Standard & Poors	"AA"
Fitch Ratings	"AA-"
Revenue Bonds	
Standard & Poors	"AA-"

LEGAL DEBT LIMITS

Taxable Assessed Valuation	\$1,596,503,743
Constitutional Limit	2.50% of assessed value
Maximum Revenue Available	\$39,912,593
Tax Rate to achieve Max Tax Revenue	\$2.50 per \$100 valuation
Tax Rate for FY 2024-2025	\$0.4994 per \$100 valuation
Available unused Maximum Tax Rate	78.2% of assessed valuation



TOTAL DEBT ALL FUNDS

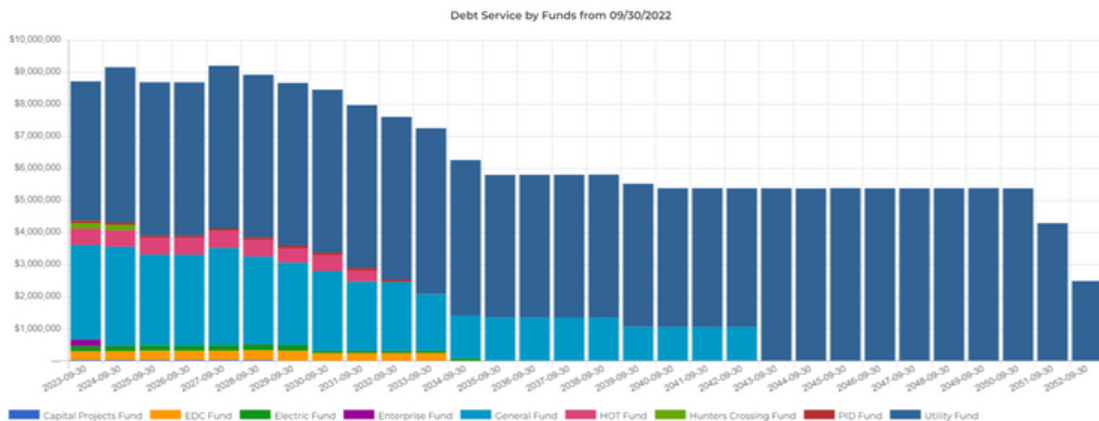
CITY OF BASTROP, TX

Debt Service Selected Issues

Schedule	Maturity Dates
Profile as Of	09/30/2024
Frequency	Annual
First Period End	09/30/2025
End Date	09/30/2052

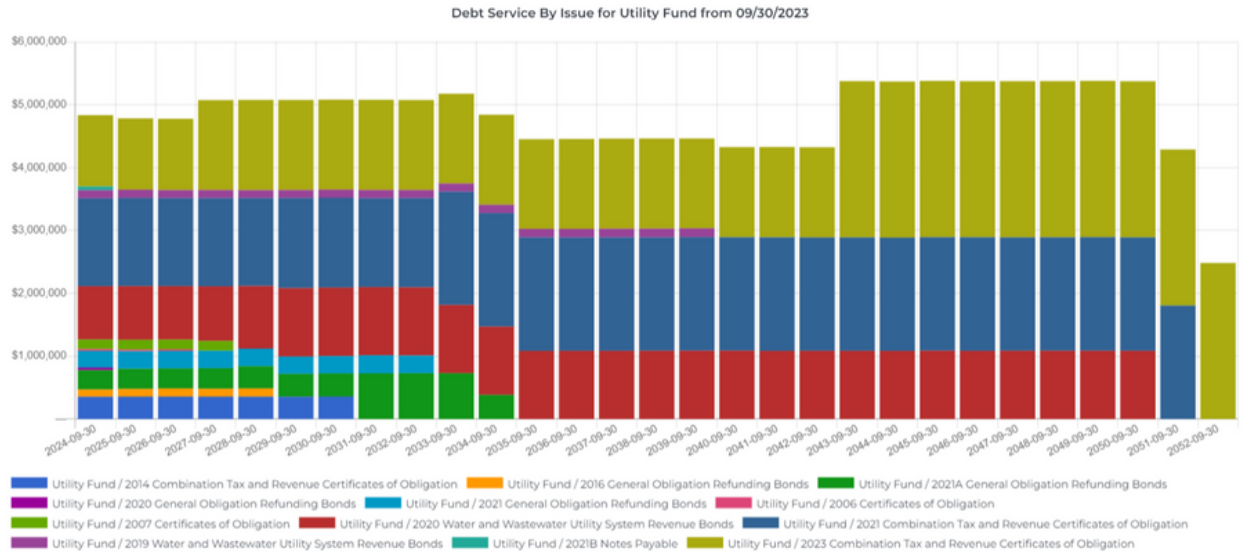
Total Selected Issues			
Date	Principal	Interest	Total
09/30/2025	4,687,368.00	3,994,295.86	8,681,663.86
09/30/2026	4,827,368.00	3,851,472.01	8,678,840.01
09/30/2027	5,502,368.00	3,693,029.24	9,195,397.24
09/30/2028	5,417,368.00	3,497,326.24	8,914,694.24
09/30/2029	5,365,000.00	3,295,633.78	8,660,633.78
09/30/2030	5,360,000.00	3,091,211.24	8,451,211.24
09/30/2031	5,070,000.00	2,897,506.26	7,967,506.26
09/30/2032	4,880,000.00	2,721,199.76	7,601,199.76
09/30/2033	4,685,000.00	2,564,295.76	7,249,295.76
09/30/2034	3,840,000.00	2,413,302.26	6,253,302.26
09/30/2035	3,515,000.00	2,278,006.26	5,793,006.26
09/30/2036	3,640,000.00	2,154,806.26	5,794,806.26
09/30/2037	3,770,000.00	2,026,756.26	5,796,756.26
09/30/2038	3,885,000.00	1,915,518.76	5,800,518.76
09/30/2039	3,715,000.00	1,800,556.26	5,515,556.26
09/30/2040	3,685,000.00	1,692,656.26	5,377,656.26
09/30/2041	3,790,000.00	1,587,431.26	5,377,431.26
09/30/2042	3,895,000.00	1,478,868.76	5,373,868.76
09/30/2043	4,015,000.00	1,360,618.76	5,375,618.76
09/30/2044	4,135,000.00	1,234,487.52	5,369,487.52
09/30/2045	4,275,000.00	1,104,287.50	5,379,287.50
09/30/2046	4,405,000.00	969,350.00	5,374,350.00
09/30/2047	4,545,000.00	830,031.26	5,375,031.26
09/30/2048	4,690,000.00	685,875.00	5,375,875.00
09/30/2049	4,840,000.00	539,762.50	5,379,762.50
09/30/2050	4,985,000.00	388,618.76	5,373,618.76
09/30/2051	4,055,000.00	232,556.26	4,287,556.26
09/30/2052	2,385,000.00	98,381.26	2,483,381.26
Total	121,859,472.00	54,397,841.31	176,257,313.31

DEBT SERVICE BY FUND



DEBT SERVICE FOR UTILITY FUND (WATER/WASTEWATER)

The Water/Wastewater fund will issue debt annually to cover the cost of several large infrastructure projects most associated with a growing community. In FY2024, the department completed the first phase of Wastewater Treatment Plant #3 and made significant progress on a new water treatment plant located at XS Ranch. This new water plant will allow the department to take the other two water plants off line. The Water Master Plan was completed in FY2022 and informed several capital projects. The Wastewater Master Plan started in FY2023 and will also add projects to the capital plan. It is a balancing act to issue debt to fund all of the capital needs while keeping rates as low as possible. The chart below helps illustrate the total debt service by year the fund will have over the next several years.



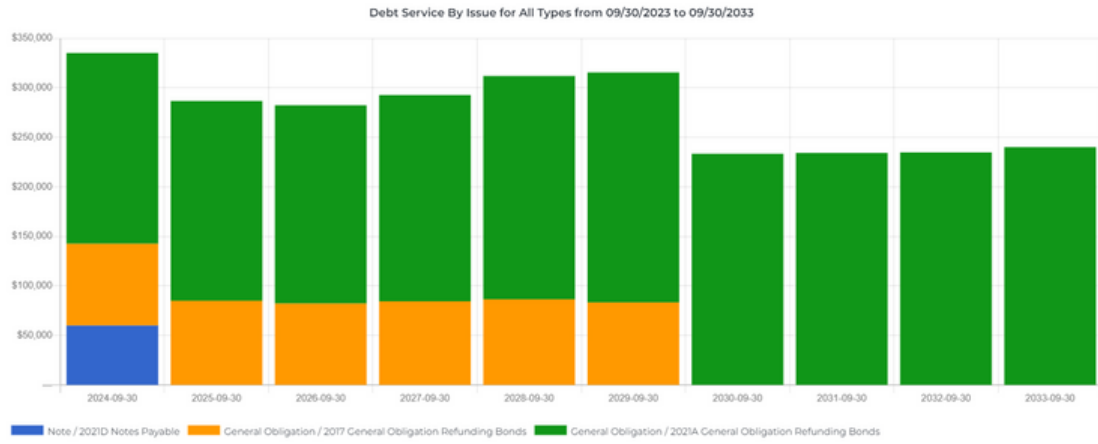
CITY OF BASTROP, TX

Debt Service EDC Fund

Schedule	Maturity Dates
Profile as Of	09/30/2024
Frequency	Annual
First Period End	09/30/2025
End Date	09/30/2034

Total EDC Fund			
Date	Principal	Interest	Total
09/30/2025	240,000.00	46,746.50	286,746.50
09/30/2026	240,000.00	42,416.50	282,416.50
09/30/2027	255,000.00	37,746.50	292,746.50
09/30/2028	280,000.00	32,046.50	312,046.50
09/30/2029	290,000.00	25,546.50	315,546.50
09/30/2030	215,000.00	18,461.50	233,461.50
09/30/2031	220,000.00	14,269.00	234,269.00
09/30/2032	225,000.00	9,803.00	234,803.00
09/30/2033	235,000.00	5,123.00	240,123.00
09/30/2034			
Total	2,200,000.00	232,159.00	2,432,159.00

BASTROP ECONOMIC DEVELOPMENT CORP DEBT SERVICE



APPENDIX

BASTROP POWER & LIGHT REQUESTS

Bastrop Power & Light Capital Improvements

Overview

Request Owner	Andres Rosales, Assistant City Manager
Est. Start Date	10/02/2023
Est. Completion Date	09/30/2024
Department	Bastrop Power & Light
Type	Other

Description

This is a 5-year CIP program to include a study of the system, which will originate in project recommendations. The project will be designed in one year, and constructed the following fiscal years.

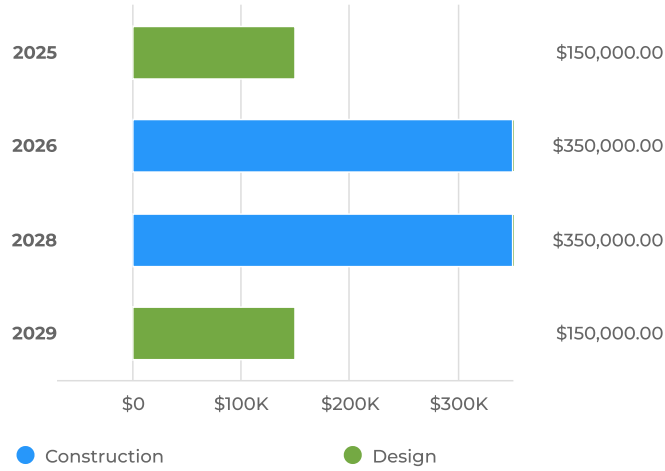
History

This is a system maintenance program. System Study is conducted by a third party vendor to establish future CIP Projects. The previous study was from 2020 to 2025. The new study will be from 2025 to 2030.

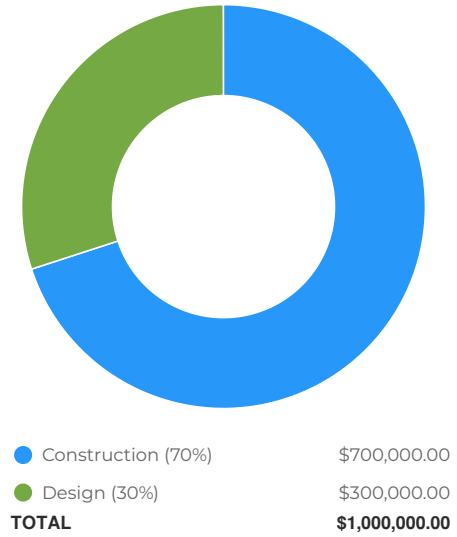
Capital Cost

FY2025 Budget **\$150,000** Total Budget (all years) **\$1M** Project Total **\$1M**

Capital Cost by Year



Capital Cost for Budgeted Years

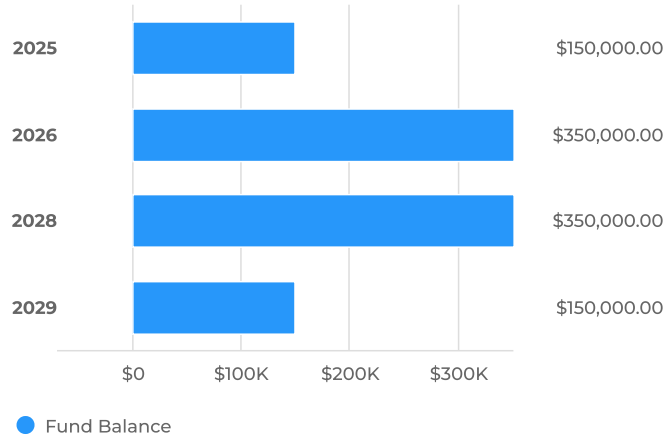


Capital Cost Breakdown					
Capital Cost	FY2025	FY2026	FY2028	FY2029	Total
Design	\$150,000			\$150,000	\$300,000
Construction		\$350,000	\$350,000		\$700,000
Total	\$150,000	\$350,000	\$350,000	\$150,000	\$1,000,000

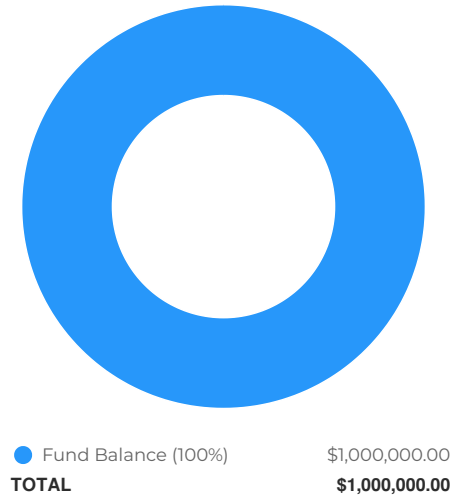
Funding Sources

FY2025 Budget **\$150,000** Total Budget (all years) **\$1M** Project Total **\$1M**

Funding Sources by Year



Funding Sources for Budgeted Years



Funding Sources Breakdown

Funding Sources	FY2025	FY2026	FY2028	FY2029	Total
Fund Balance	\$150,000	\$350,000	\$350,000	\$150,000	\$1,000,000
Total	\$150,000	\$350,000	\$350,000	\$150,000	\$1,000,000

CEMETERY REQUESTS

Cemetery Improvements - Block 9 Development

Overview

Request Owner	Andres Rosales, Assistant City Manager
Est. Start Date	03/03/2023
Est. Completion Date	06/27/2025
Department	Cemetery
Type	Other

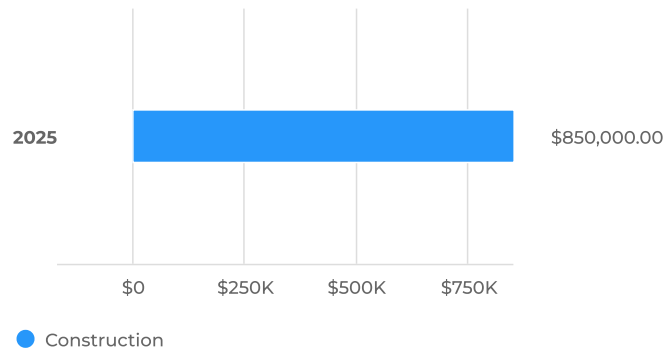
Description

This project consists of design and construction of improvements needed to develop Block 9 of the cemetery, which will include installation of roads, drainage and also a columbarium plaza.

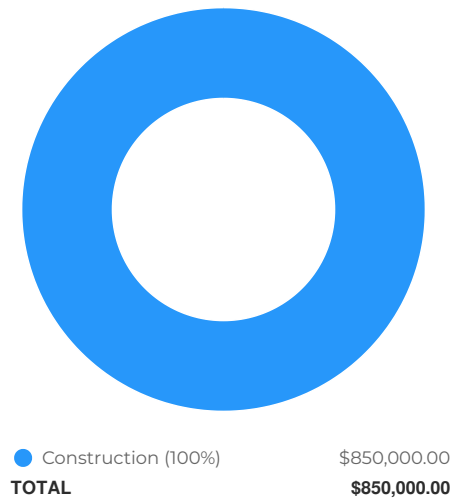
Capital Cost

FY2025 Budget	Total Budget (all years)	Project Total
\$850,000	\$850K	\$850K

Capital Cost by Year



Capital Cost for Budgeted Years

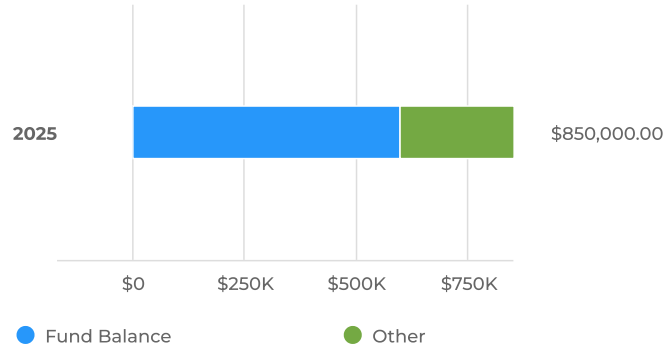


Capital Cost Breakdown		
Capital Cost	FY2025	Total
Construction	\$850,000	\$850,000
Total	\$850,000	\$850,000

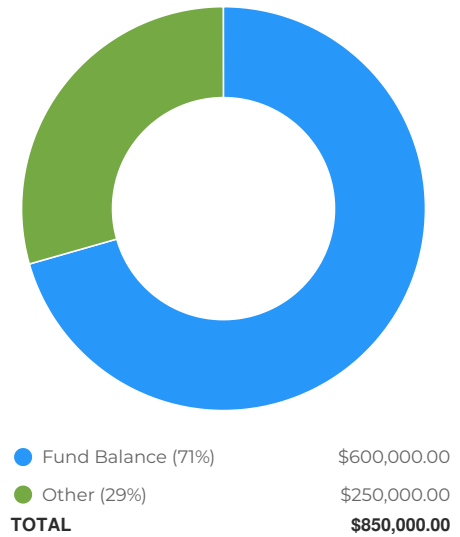
Funding Sources

FY2025 Budget **\$850,000** Total Budget (all years) **\$850K** Project Total **\$850K**

Funding Sources by Year



Funding Sources for Budgeted Years



Funding Sources Breakdown		
Funding Sources	FY2025	Total
Fund Balance	\$600,000	\$600,000
Other	\$250,000	\$250,000
Total	\$850,000	\$850,000

PUBLIC WORKS REQUESTS

Agnes Street Extension

Overview

Request Owner	Andres Rosales, Assistant City Manager
Est. Start Date	09/09/2024
Est. Completion Date	09/30/2026
Department	Public Works
Type	Other

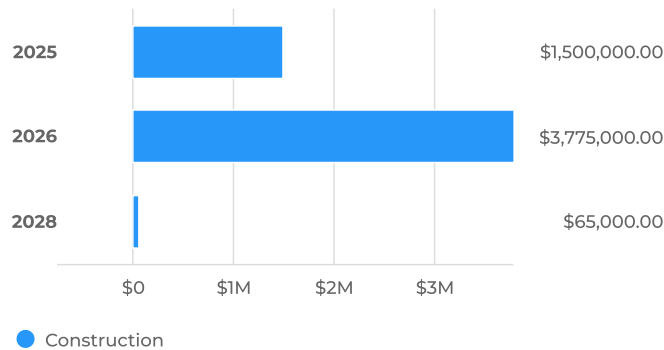
Description

Agnes Street will be converted from its existing two-lane design to a four-lane roadway from Seton Hospital Drive to Hwy. 304. The widening project will match the design of the road's planned extension to Seton Hospital Drive. Construction is expected to begin soon after the final design in August of 2024 and projected to last 12-16 months. The roadwork aims to prevent road congestion between the future extension and the existing road. The project also seeks to ease traffic to and from the area's apartments and hotels. Plans include a sidewalk for pedestrian traffic along the roadway and additional connections to SH 71.

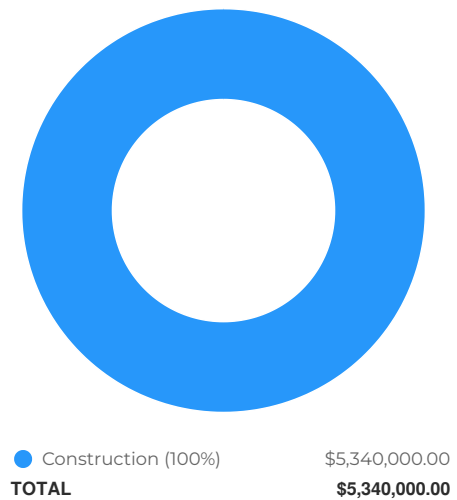
Capital Cost

FY2025 Budget	Total Budget (all years)	Project Total
\$1,500,000	\$5.34M	\$5.34M

Capital Cost by Year



Capital Cost for Budgeted Years



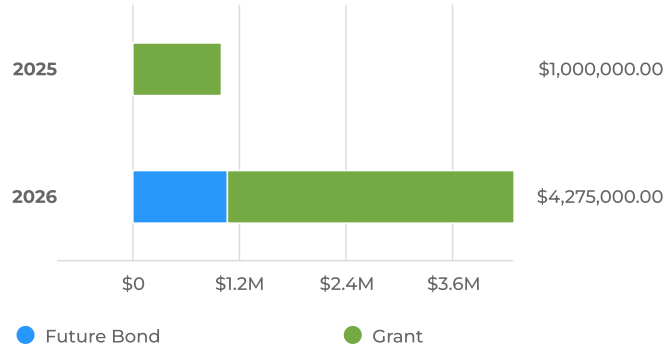
Capital Cost Breakdown

Capital Cost	FY2025	FY2026	FY2028	Total
Construction	\$1,500,000	\$3,775,000	\$65,000	\$5,340,000
Total	\$1,500,000	\$3,775,000	\$65,000	\$5,340,000

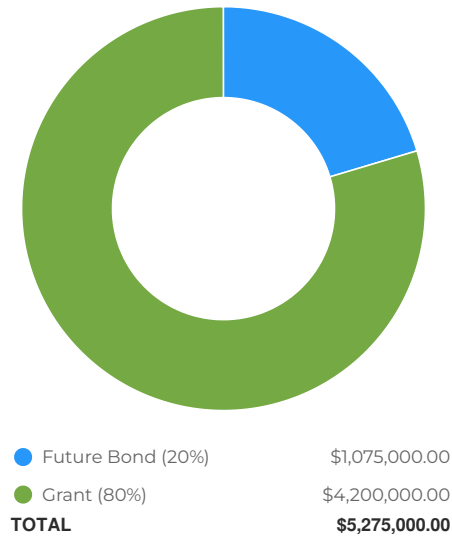
Funding Sources

FY2025 Budget **\$1,000,000** Total Budget (all years) **\$5.275M** Project Total **\$5.275M**

Funding Sources by Year



Funding Sources for Budgeted Years



Funding Sources Breakdown			
Funding Sources	FY2025	FY2026	Total
Future Bond		\$1,075,000	\$1,075,000
Grant	\$1,000,000	\$3,200,000	\$4,200,000
Total	\$1,000,000	\$4,275,000	\$5,275,000

Blakey Lane Extension

Overview

Request Owner	Andres Rosales, Assistant City Manager
Est. Start Date	07/01/2023
Est. Completion Date	10/31/2025
Department	Public Works
Type	Other

Description

Extend Blakey Lane from FM 969 to Old Austin Hwy. This project includes new water, wastewater and drainage lines, road extension, sidewalks, etc.

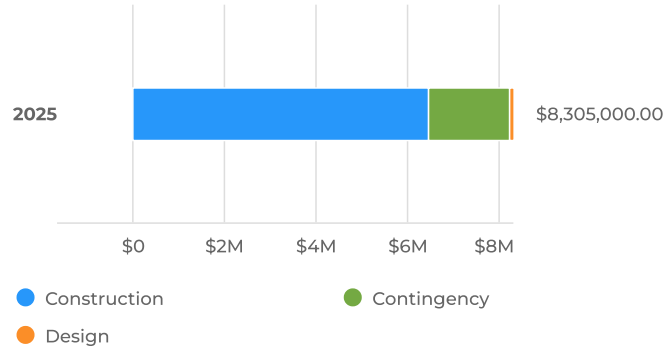
History

This will improve connectivity and better access, in addition to supporting land development in surrounding areas.

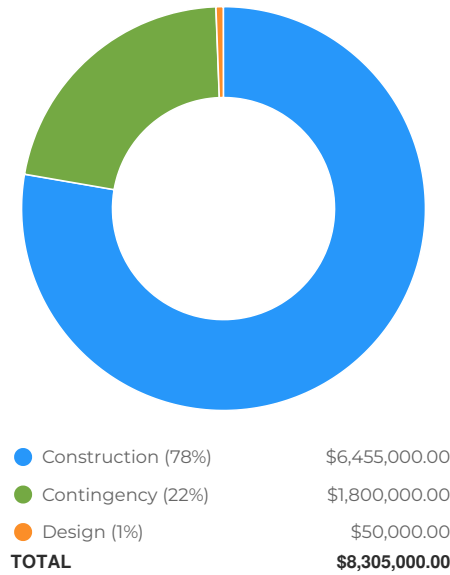
Capital Cost

FY2025 Budget **\$8,305,000** Total Budget (all years) **\$8.305M** Project Total **\$8.305M**

Capital Cost by Year



Capital Cost for Budgeted Years

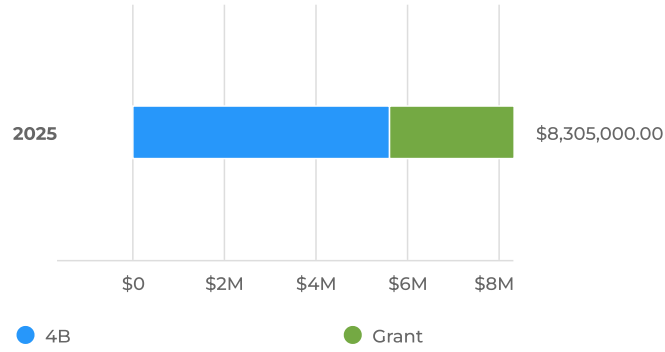


Capital Cost Breakdown		
Capital Cost	FY2025	Total
Design	\$50,000	\$50,000
Construction	\$6,455,000	\$6,455,000
Contingency	\$1,800,000	\$1,800,000
Total	\$8,305,000	\$8,305,000

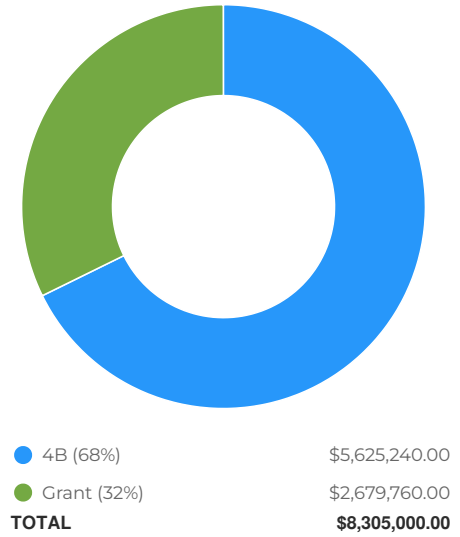
Funding Sources

FY2025 Budget **\$8,305,000** Total Budget (all years) **\$8.305M** Project Total **\$8.305M**

Funding Sources by Year



Funding Sources for Budgeted Years



Funding Sources Breakdown		
Funding Sources	FY2025	Total
Grant	\$2,679,760	\$2,679,760
4B	\$5,625,240	\$5,625,240
Total	\$8,305,000	\$8,305,000

Old Iron Bridge Rehabilitation

Overview

Request Owner	Andres Rosales, Assistant City Manager
Est. Start Date	02/20/2023
Est. Completion Date	07/26/2027
Department	Public Works
Type	Other

Description

To rehabilitate the Old Iron Bridge to be used as a deck park with unrestricted pedestrian access.

History

In FY2019, the City Council approved a study of the Iconic Old Iron Bridge to assess the structural integrity of the bridge. This study came back with a report that indicated significant deterioration of the structural components. The city was presented with several options, from pedestrian-only programming to full demolition of the bridge. There was City Council consensus on option 2, which was to restore the structure to be re-purposed as a deck park with unrestricted pedestrian access. This project has been submitted for grant funding through Texas Department of Transportation TA funding with an application pending. The City has also submitted an application for Rebuilding America's Infrastructure with Sustainability and Equity (RAISE) grant funding to rehabilitate and reopen the historic bridge as a pedestrian/bicycle facility and deck park, but was not awarded the grant. This project is currently under design and will be posted for bid and construction.

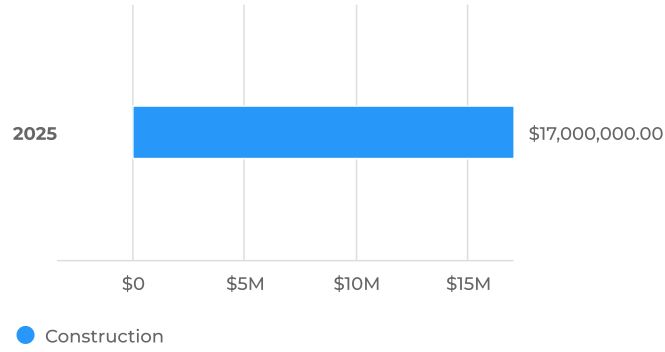
Capital Cost

FY2025 Budget
\$17,000,000

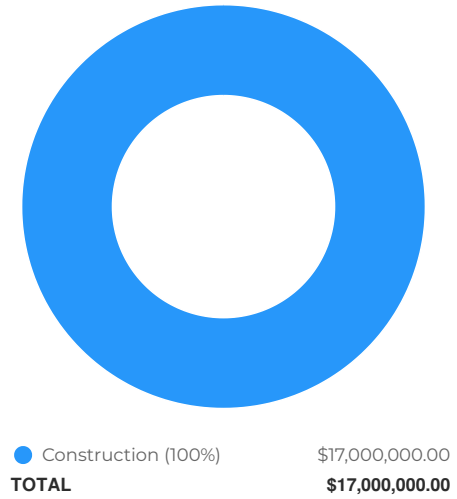
Total Budget (all years)
\$17M

Project Total
\$17M

Capital Cost by Year



Capital Cost for Budgeted Years



Capital Cost Breakdown		
Capital Cost	FY2025	Total
Construction	\$17,000,000	\$17,000,000
Total	\$17,000,000	\$17,000,000

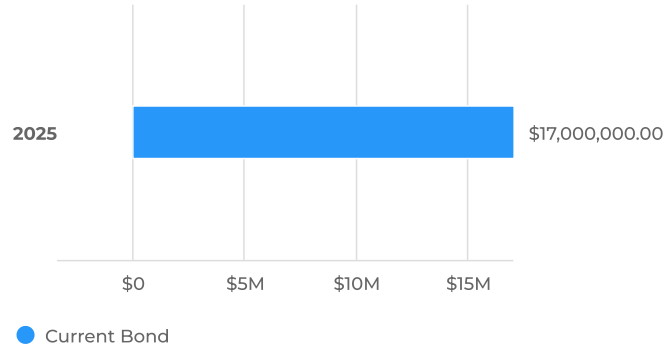
Funding Sources

FY2025 Budget
\$17,000,000

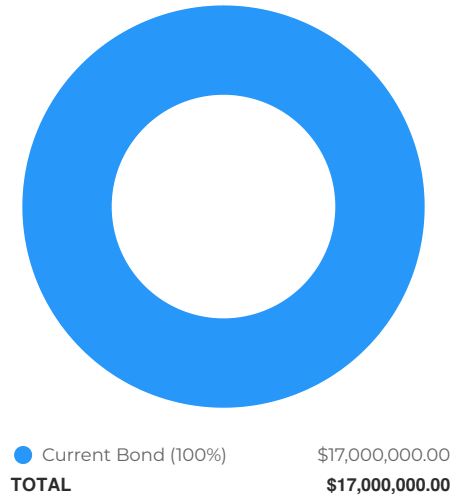
Total Budget (all years)
\$17M

Project Total
\$17M

Funding Sources by Year



Funding Sources for Budgeted Years



Funding Sources Breakdown		
Funding Sources	FY2025	Total
Current Bond	\$17,000,000	\$17,000,000
Total	\$17,000,000	\$17,000,000

Street Rehabilitation Program

Overview

Request Owner	Andres Rosales, Assistant City Manager
Est. Start Date	02/01/2023
Est. Completion Date	09/30/2025
Department	Public Works
Type	Capital Improvement
Project Number	TX-23XX

Description

This program is to rehab the streets that are in good condition based on the PCI results and extend the streets' useful life. This will be a bi-annual program: design in one year, and construct the next. The streets identified for rehabilitation next fiscal year include segments of : Farm Street, Mesquite Street and other identified streets.

Details

Type of Project	Other improvement
-----------------	-------------------

Benefit to Community

Community Safety

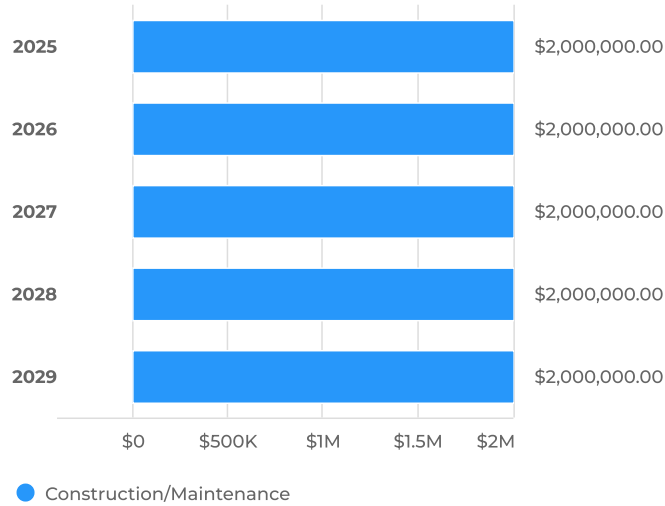
Additional description and history

The City performed a pavement condition index (PCI) study in FY22. The PCI is a numerical index between 0 to 100, which is used to indicate the general condition of the pavement section. The City, like many other municipalities use the PCI to measure the condition of their roads. The information collected from the PCI study is used to create a multi-year street maintenance and/or rehabilitation program to maintain and extend the useful life of the streets.

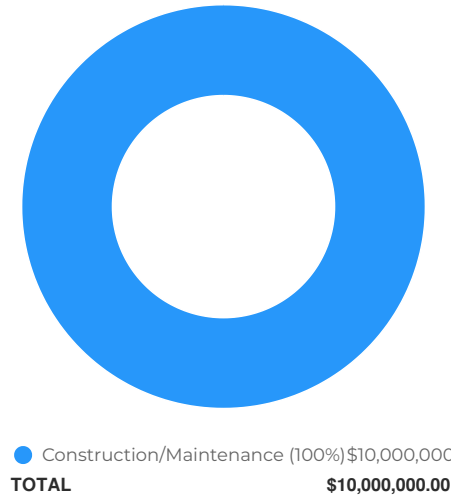
Capital Cost

FY2025 Budget **\$2,000,000** Total Budget (all years) **\$10M** Project Total **\$10M**

Capital Cost by Year



Capital Cost for Budgeted Years



Capital Cost Breakdown						
Capital Cost	FY2025	FY2026	FY2027	FY2028	FY2029	Total
Construction/Maintenance	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$10,000,000
Total	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$10,000,000

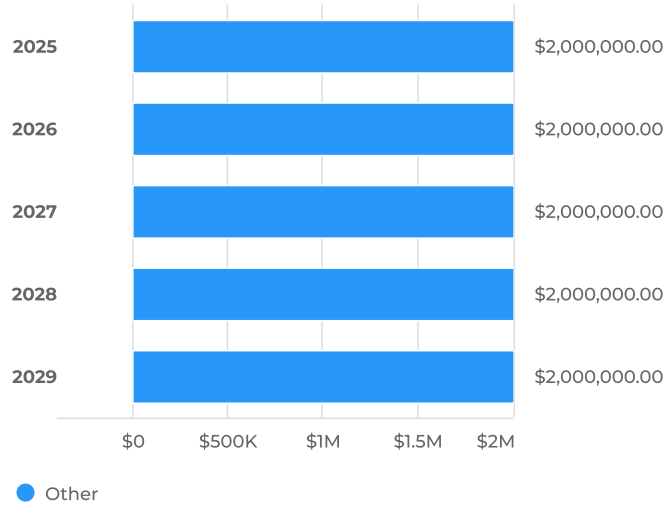
Funding Sources

FY2025 Budget
\$2,000,000

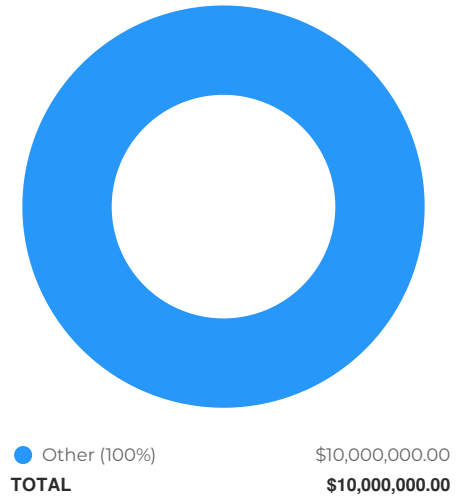
Total Budget (all years)
\$10M

Project Total
\$10M

Funding Sources by Year



Funding Sources for Budgeted Years



Funding Sources Breakdown

Funding Sources	FY2025	FY2026	FY2027	FY2028	FY2029	Total
Other	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$10,000,000
Total	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$10,000,000

Water Street Reconstruction

Overview

Request Owner	Andres Rosales, Assistant City Manager
Department	Public Works
Type	Capital Improvement
Project Number	TR-25XX

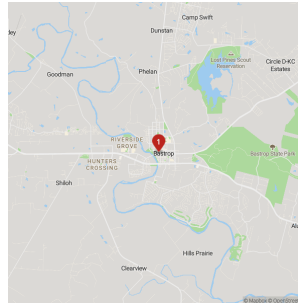
Description

This program consists of reconstruction of Water Street and will be a CIP project outside the Street Maintenance Program or the Street Rehabilitation Program. The projects might include improvements to water, wastewater, drainage, sidewalks, as necessary.

Details

Type of Project	Other improvement
-----------------	-------------------

Location



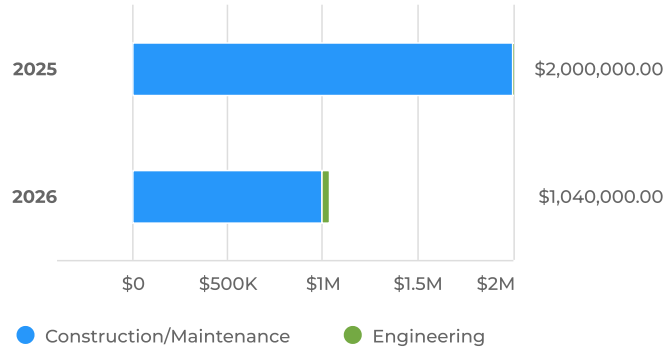
Benefit to Community

Community Safety

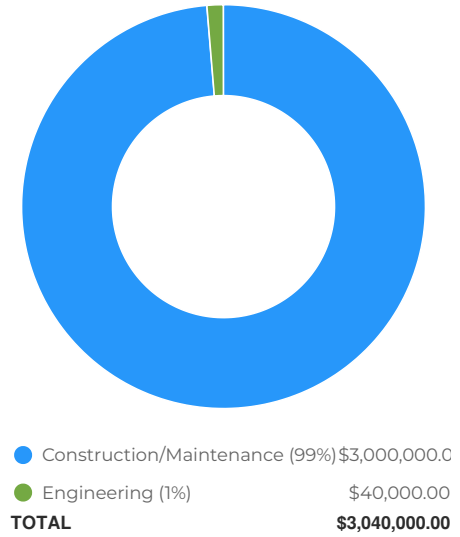
Capital Cost

FY2025 Budget **\$2,000,000** Total Budget (all years) **\$3.04M** Project Total **\$3.04M**

Capital Cost by Year



Capital Cost for Budgeted Years

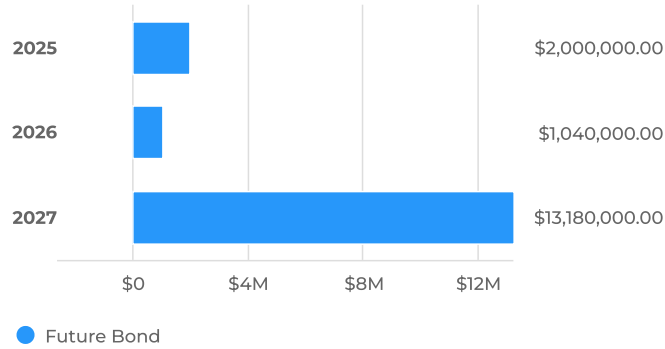


Capital Cost Breakdown			
Capital Cost	FY2025	FY2026	Total
Engineering		\$40,000	\$40,000
Construction/Maintenance	\$2,000,000	\$1,000,000	\$3,000,000
Total	\$2,000,000	\$1,040,000	\$3,040,000

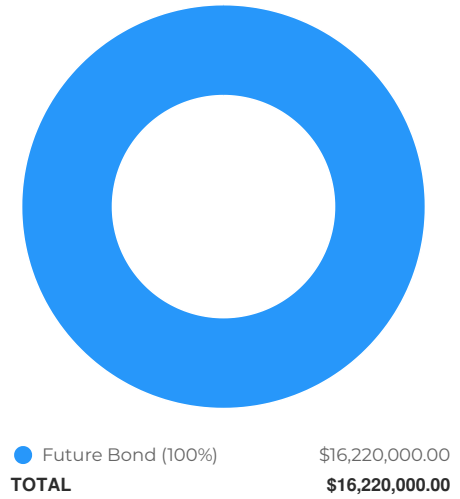
Funding Sources

FY2025 Budget **\$2,000,000** Total Budget (all years) **\$16.22M** Project Total **\$16.22M**

Funding Sources by Year



Funding Sources for Budgeted Years



Funding Sources Breakdown

Funding Sources	FY2025	FY2026	FY2027	Total
Future Bond	\$2,000,000	\$1,040,000	\$13,180,000	\$16,220,000
Total	\$2,000,000	\$1,040,000	\$13,180,000	\$16,220,000

WASTEWATER CIF REQUESTS

Transfer Lift Station

Overview

Request Owner	Jimmie Campbell, Executive Administrative Assistant
Department	Wastewater CIF
Request Groups	CIP
Type	Capital Improvement
Project Number	WW25

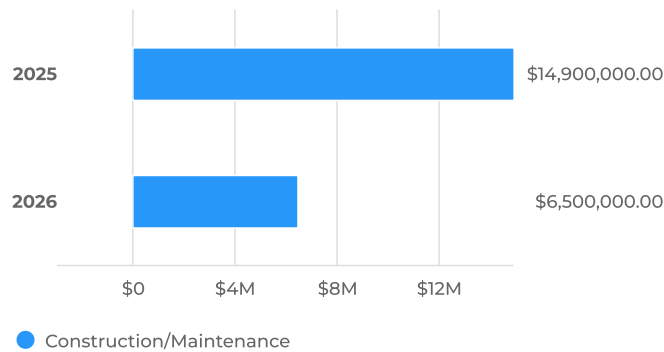
Description

This project is for a Wastewater Transfer Lift Station construction.

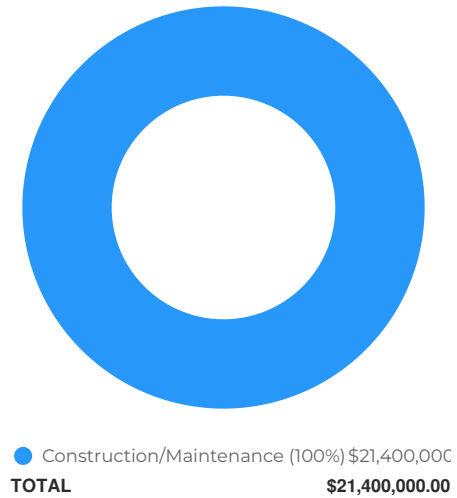
Capital Cost

FY2025 Budget	Total Budget (all years)	Project Total
\$14,900,000	\$21.4M	\$21.4M

Capital Cost by Year



Capital Cost for Budgeted Years

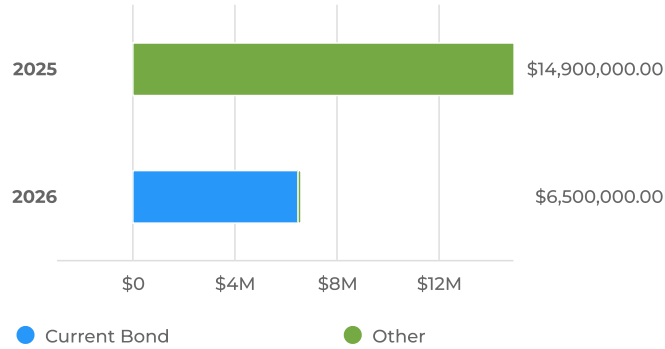


Capital Cost Breakdown			
Capital Cost	FY2025	FY2026	Total
Construction/Maintenance	\$14,900,000	\$6,500,000	\$21,400,000
Total	\$14,900,000	\$6,500,000	\$21,400,000

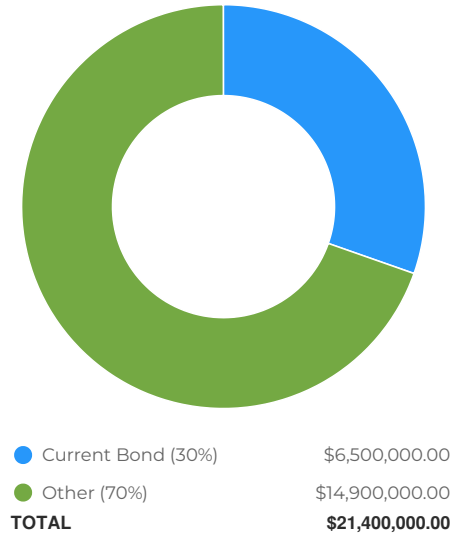
Funding Sources

FY2025 Budget **\$14,900,000** Total Budget (all years) **\$21.4M** Project Total **\$21.4M**

Funding Sources by Year



Funding Sources for Budgeted Years



Funding Sources Breakdown			
Funding Sources	FY2025	FY2026	Total
Other	\$14,900,000		\$14,900,000
Current Bond		\$6,500,000	\$6,500,000
Total	\$14,900,000	\$6,500,000	\$21,400,000

Wastewater Treatment Plant #1 and #2 Rehabilitation

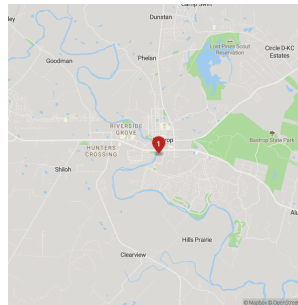
Overview

Request Owner	Andres Rosales, Assistant City Manager
Department	Wastewater CIF
Type	Capital Improvement
Project Number	WW

Description

Rehabilitation of the existing Wastewater Treatment Plants # 1 and #2. This will expand the life of the plants for additional years.

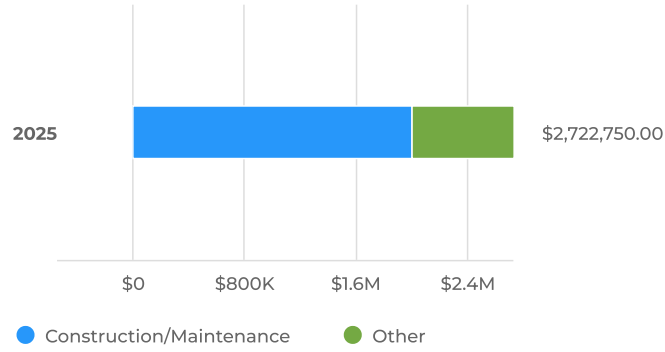
Location



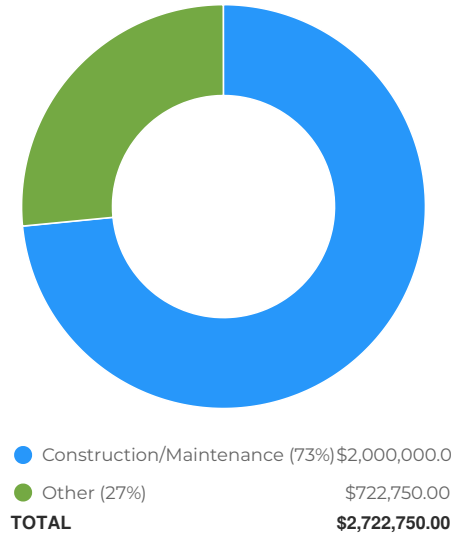
Capital Cost

FY2025 Budget **\$2,722,750** Total Budget (all years) **\$2.723M** Project Total **\$2.723M**

Capital Cost by Year



Capital Cost for Budgeted Years

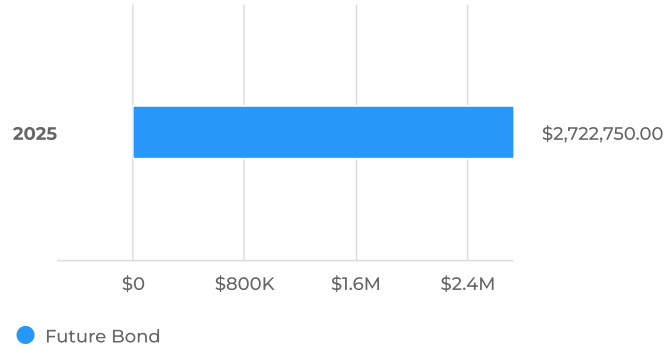


Capital Cost Breakdown		
Capital Cost	FY2025	Total
Construction/Maintenance	\$2,000,000	\$2,000,000
Other	\$722,750	\$722,750
Total	\$2,722,750	\$2,722,750

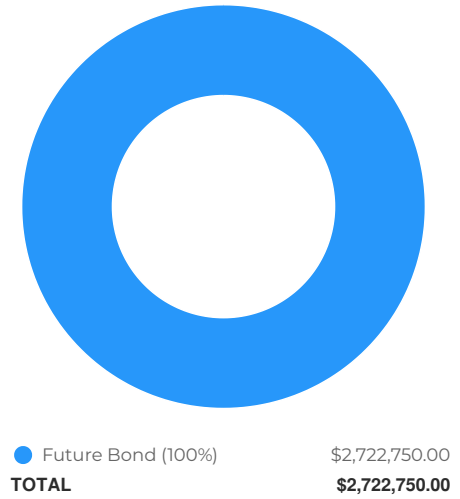
Funding Sources

FY2025 Budget	Total Budget (all years)	Project Total
\$2,722,750	\$2.723M	\$2.723M

Funding Sources by Year



Funding Sources for Budgeted Years



Funding Sources Breakdown		
Funding Sources	FY2025	Total
Future Bond	\$2,722,750	\$2,722,750
Total	\$2,722,750	\$2,722,750

WATER CIF REQUESTS

Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities

Overview

Request Owner	Andres Rosales, Assistant City Manager
Department	Water CIF
Request Groups	CIP
Type	Capital Improvement
Project Number	W-

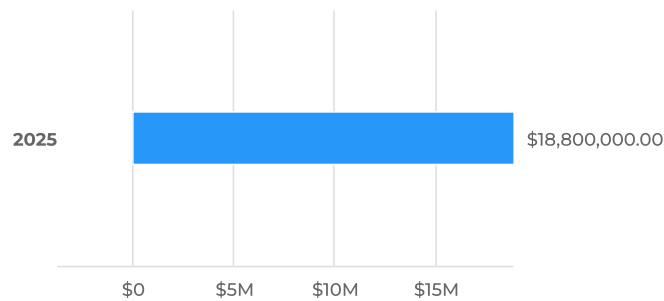
Description

Existing project for Simsboro Aquifer Water Treatment Plant, Well Field, and Transmission Facilities.

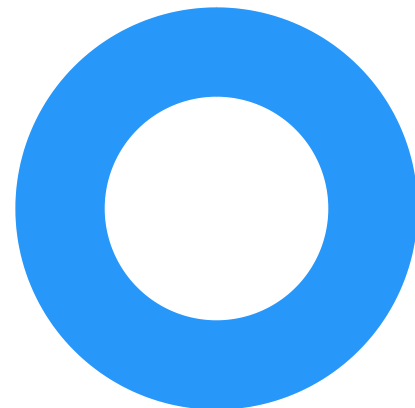
Capital Cost

FY2025 Budget	Total Budget (all years)	Project Total
\$18,800,000	\$18.8M	\$18.8M

Capital Cost by Year



Capital Cost for Budgeted Years



● Construction/Maintenance

● Construction/Maintenance (100%) \$18,800,000
TOTAL \$18,800,000

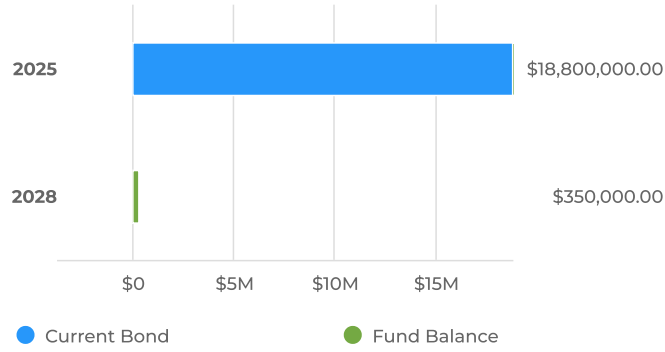
Capital Cost Breakdown

Capital Cost	FY2025	Total
Construction/Maintenance	\$18,800,000	\$18,800,000
Total	\$18,800,000	\$18,800,000

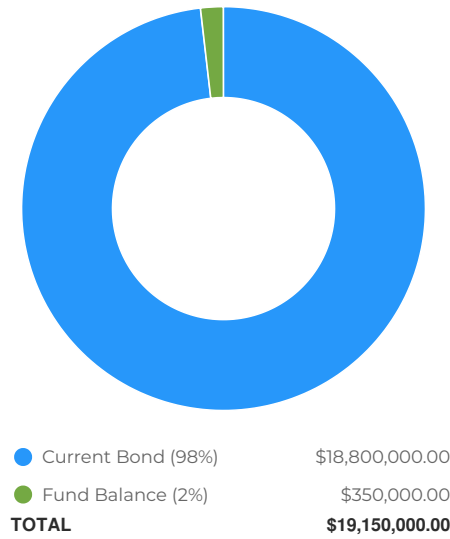
Funding Sources

FY2025 Budget **\$18,800,000** Total Budget (all years) **\$19.15M** Project Total **\$19.15M**

Funding Sources by Year



Funding Sources for Budgeted Years



Funding Sources Breakdown			
Funding Sources	FY2025	FY2028	Total
Fund Balance		\$350,000	\$350,000
Current Bond	\$18,800,000		\$18,800,000
Total	\$18,800,000	\$350,000	\$19,150,000

Westside Water Service Expansion

Overview

Request Owner	Andres Rosales, Assistant City Manager
Est. Start Date	10/01/2024
Est. Completion Date	09/30/2026
Department	Water CIF
Request Groups	CIP
Type	Capital Improvement
Project Number	WA21XX

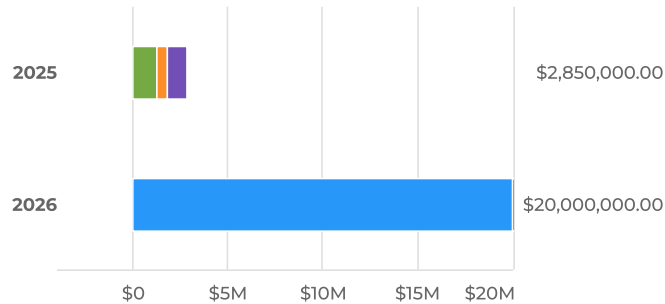
Description

Construction of the West Side water transmission lines and distribution systems.

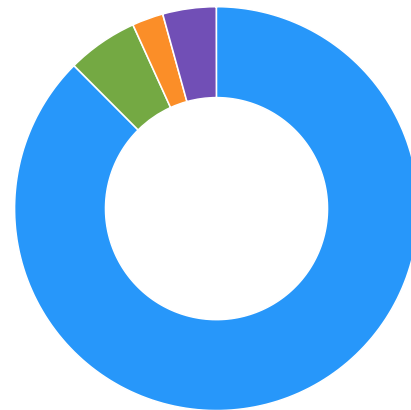
Capital Cost

FY2025 Budget **\$2,850,000** Total Budget (all years) **\$22.85M** Project Total **\$22.85M**

Capital Cost by Year



Capital Cost for Budgeted Years



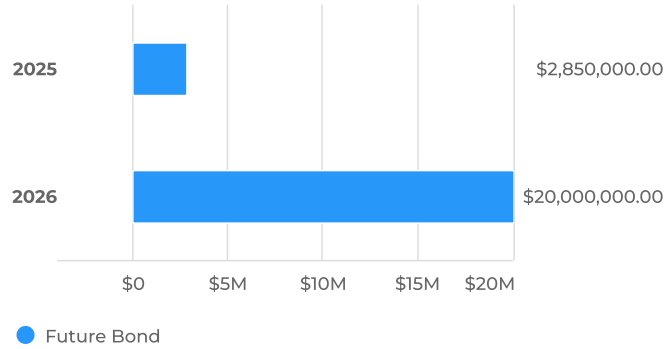
- Construction/Maintenance (88%) \$20,000,000
- Design (6%) \$1,300,000.00
- Engineering (2%) \$570,000.00
- Land/Right-of-way (4%) \$980,000.00
- TOTAL \$22,850,000.00**

Capital Cost Breakdown			
Capital Cost	FY2025	FY2026	Total
Design	\$1,300,000		\$1,300,000
Engineering	\$570,000		\$570,000
Land/Right-of-way	\$980,000		\$980,000
Construction/Maintenance		\$20,000,000	\$20,000,000
Total	\$2,850,000	\$20,000,000	\$22,850,000

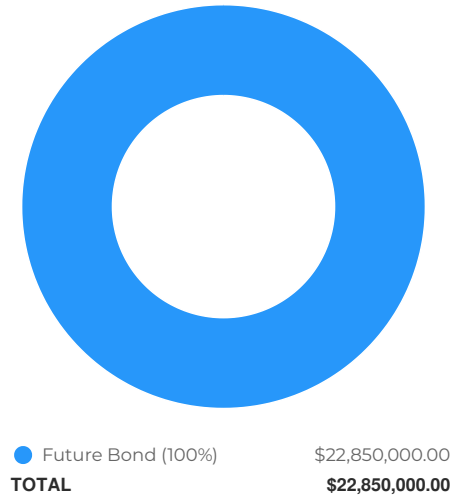
Funding Sources

FY2025 Budget **\$2,850,000** Total Budget (all years) **\$22.85M** Project Total **\$22.85M**

Funding Sources by Year



Funding Sources for Budgeted Years



Funding Sources Breakdown			
Funding Sources	FY2025	FY2026	Total
Future Bond	\$2,850,000	\$20,000,000	\$22,850,000
Total	\$2,850,000	\$20,000,000	\$22,850,000

Glossary

Abatement: A reduction or elimination of a real or personal property tax, motor vehicle excise, a fee, charge, or special assessment imposed by a governmental unit. Granted only on application of the person seeking the abatement and only by the committing governmental unit.

Accounting System: The total structure of records and procedures that identify record, classify, and report information on the financial position and operations of a governmental unit or any of its funds, account groups, and organizational components.

Accrued Interest: The amount of interest that has accumulated on the debt since the date of the last interest payment, and on the sale of a bond, the amount accrued up to but not including the date of delivery (settlement date). (See Interest)

Amortization: The gradual repayment of an obligation over time and in accordance with a predetermined payment schedule.

Appropriation: A legal authorization from the community's legislative body to expend money and incur obligations for specific public purposes. An appropriation is usually limited in amount and as to the time period within which it may be expended.

Arbitrage: As applied to municipal debt, the investment of tax-exempt bonds or note proceeds in higher yielding, taxable securities. Section 103 of the Internal Revenue Service (IRS) Code restricts this practice and requires (beyond certain limits) that earnings be rebated (paid) to the IRS.

Assessed Valuation: A value assigned to real estate or other property by a government as the basis for levying taxes.

Audit: An examination of a community's financial systems, procedures, and data by a certified public accountant (independent auditor), and a report on the fairness of financial statements and on local compliance with statutes and regulations. The audit serves as a valuable management tool in evaluating the fiscal performance of a community.

Audit Report: Prepared by an independent auditor, an audit report includes: (a) a statement of the scope of the audit; (b) explanatory comments as to application of auditing procedures; (c) findings and opinions. It is almost always accompanied by a management letter which contains supplementary comments and recommendations.

Available Funds: Balances in the various fund types that represent non-recurring revenue sources. As a matter of sound practice, they are frequently appropriated to meet unforeseen expenses, for capital expenditures or other one-time costs.

Balance Sheet: A statement that discloses the assets, liabilities, reserves and equities of a fund or governmental unit at a specified date.

Betterments (Special Assessments): Whenever a specific area of a community receives benefit from a public improvement (e.g., water, sewer, sidewalk, etc.), special property taxes may be assessed to reimburse the governmental entity for all or part of the costs it incurred. Each parcel receiving benefit from the improvement is assessed for its proportionate share of the cost of such improvements. The proportionate share may be paid in full or the property owner may request that the assessors apportion the betterment over 20 years. Over the life of the betterment, one year's apportionment along with one year's committed interest computed from October 1 to October 1 is added to the tax bill until the betterment has been paid.

Bond: A means to raise money through the issuance of debt. A bond issuer/borrower promises in writing to repay a specified sum of money, alternately referred to as face value, par value or bond principal, to the buyer of the bond on a specified future date (maturity date), together with periodic interest at a specified rate. The term of a bond is always greater than one year. (See Note)

Bond and Interest Record: (Bond Register) – The permanent and complete record maintained by a treasurer for each bond issue. It shows the amount of interest and principal coming due each date and all other pertinent information concerning the bond issue.

Bonds Authorized and Unissued: Balance of a bond authorization not yet sold. Upon completion or abandonment of a project, any remaining balance of authorized and unissued bonds may not be used for other purposes, but must be rescinded by the community's legislative body to be removed from community's books.

Bond Issue: Generally, the sale of a certain number of bonds at one time by a governmental unit.

Bond Rating (Municipal): A credit rating assigned to a municipality to help investors assess the future ability, legal obligation, and willingness of the municipality (bond issuer) to make timely debt service payments. Stated otherwise, a rating helps prospective investors determine the level of risk associated with a given fixed-income investment. Rating agencies, such as Moody's and Standard and Poors, use rating systems, which designate a letter or a combination of letters and numerals where AAA is the highest rating and C1 is a very low rating.

Budget: A plan for allocating resources to support particular services, purposes and functions over a specified period of time. (See Performance Budget, Program Budget)

Capital Assets: All real and tangible property used in the operation of government, which is not easily converted into cash, and has an initial useful life extending beyond a single financial reporting period. Capital assets include land and land improvements; infrastructure such as roads, bridges, water and sewer lines; easements; buildings and building improvements; vehicles, machinery and equipment. Communities typically define capital assets in terms of a minimum useful life and a minimum initial cost. (See Fixed Assets)

Capital Budget: An appropriation or spending plan that uses borrowing or direct outlay for capital or fixed asset improvements. Among other information, a capital budget should identify the method of financing each recommended expenditure, i.e., tax levy or rates, and identify those items that were not recommended. (See Capital Assets, Fixed Assets)

Cash: Currency, coin, checks, postal and express money orders and bankers' drafts on hand or on deposit with an official or agent designated as custodian of cash and bank deposits.

Cash Management: The process of monitoring the ebb and flow of money in an out of municipal accounts to ensure cash availability to pay bills and to facilitate decisions on the need for short- term borrowing and investment of idle cash.

Certificate of Deposit (CD): A bank deposit evidenced by a negotiable or non-negotiable instrument, which provides on its face that the amount of such deposit plus a specified interest payable to a bearer or to any specified person on a certain specified date, at the expiration of a certain specified time, or upon notice in writing.

Classification of Real Property: Assessors are required to classify all real property according to use into one of four classes: residential, open space, commercial, and industrial. Having classified its real properties, local officials are permitted to determine locally, within limitations established by statute and the Commissioner of Revenue, what percentage of the tax burden is to be borne by each class of real property and by personal property owners.

Collective Bargaining: The process of negotiating workers' wages, hours, benefits, working conditions, etc., between an employer and some or all of its employees, who are represented by a recognized labor union. regarding wages, hours and working conditions.

Consumer Price Index: The statistical measure of changes, if any, in the overall price level of consumer goods and services. The index is often called the "cost-of-living index."

Cost-Benefit Analysis: A decision-making tool that allows a comparison of options based on the level of benefit derived and the cost to achieve the benefit from different alternatives.

Debt Burden: The amount of debt carried by an issuer usually expressed as a measure of value (i.e., debt as a percentage of assessed value, debt per capita, etc.). Sometimes debt burden refers to debt service costs as a percentage of the total annual budget.

Debt Service: The repayment cost, usually stated in annual terms and based on an amortization schedule, of the principal and interest on any particular bond issue.

Encumbrance: A reservation of funds to cover obligations arising from purchase orders, contracts, or salary commitments that are chargeable to, but not yet paid from, a specific appropriation account.

Enterprise Funds: An enterprise fund is a separate accounting and financial reporting mechanism for municipal services for which a fee is charged in exchange for goods or services. It allows a community to demonstrate to the public the portion of total costs of a service that is recovered through user charges and the portion that is subsidized by the tax levy, if any. With an enterprise fund, all costs of service delivery--direct, indirect, and capital costs—are identified. This allows the community to recover total service costs through user fees if it chooses. Enterprise accounting also enables communities to reserve the

"surplus" or net assets unrestricted generated by the operation of the enterprise rather than closing it out to the general fund at year-end. Services that may be treated as enterprises include, but are not limited to, water, sewer, hospital, and airport services.

Equalized Valuations (EQVs): The determination of the full and fair cash value of all property in the community that is subject to local taxation.

Estimated Receipts: A term that typically refers to anticipated local revenues often based on the previous year's receipts and represent funding sources necessary to support a community's annual budget. (See Local Receipts)

Exemptions: A discharge, established by statute, from the obligation to pay all or a portion of a property tax. The exemption is available to particular categories of property or persons upon the timely submission and approval of an application to the assessors. Properties exempt from taxation include hospitals, schools, houses of worship, and cultural institutions. Persons who may qualify for exemptions include disabled veterans, blind individuals, surviving spouses, and seniors.

Expenditure: An outlay of money made by municipalities to provide the programs and services within their approved budget.

Fiduciary Funds: Repository of money held by a municipality in a trustee capacity or as an agent for individuals, private organizations, other governmental units, and other funds. These include pension (and other employee benefit) trust funds, investment trust funds, private- purpose trust funds, and agency funds.

Fixed Assets: Long-lived, assets such as buildings, equipment and land obtained or controlled as a result of past transactions or circumstances.

Fixed Costs: Costs that are legally or contractually mandated such as retirement, FICA/Social Security, insurance, debt service costs or interest on loans.

Float: The difference between the bank balance for a local government's account and its book balance at the end of the day. The primary factor creating float is clearing time on checks and deposits. Delays in receiving deposit and withdrawal information also influence float.

Full Faith and Credit: A pledge of the general taxing powers for the payment of governmental obligations. Bonds carrying such pledges are usually referred to as general obligation or full faith and credit bonds.

Fund: An accounting entity with a self-balancing set of accounts that are segregated for the purpose of carrying on identified activities or attaining certain objectives in accordance with specific regulations, restrictions, or limitations.

Fund Accounting: Organizing financial records into multiple, segregated locations for money. A fund is a distinct entity within the municipal government in which financial resources and activity (assets, liabilities, fund balances, revenues, and expenditures) are accounted for independently in accordance with specific regulations, restrictions or limitations. Examples of funds include the general fund and enterprise funds. Communities whose accounting records are organized according to the Uniform Municipal Accounting System (UMAS) use multiple funds.

GASB 34: A major pronouncement of the Governmental Accounting Standards Board that establishes new criteria on the form and content of governmental financial statements. GASB 34 requires a report on overall financial health, not just on individual funds. It requires more complete information on the cost of delivering value estimates on public infrastructure assets, such as bridges, road, sewers, etc. It also requires the presentation of a narrative statement the government's financial performance, trends and prospects for the future.

GASB 45: This is another Governmental Accounting Standards Board major pronouncement that each public entity account for and report other postemployment benefits in its accounting statements. Through actuarial analysis, municipalities must identify the true costs of the OPEB earned by employees over their estimated years of actual service.

General Fund: The fund used to account for most financial resources and activities governed by the normal appropriation process.

General Obligation Bonds: Bonds issued by a municipality for purposes allowed by statute that are backed by the full faith and credit of its taxing authority.

Governing Body: A board, committee, commission, or other executive or policymaking body of a municipality or school district.

Indirect Cost: Costs of a service not reflected in the operating budget of the entity providing the service. An example of an indirect cost of providing water service would be the value of time spent by non-water department employees processing water bills. A determination of these costs is necessary to analyze the total cost of service delivery. The matter of indirect costs arises most often in the context of enterprise funds.

Interest: Compensation paid or to be paid for the use of money, including amounts payable at periodic intervals or discounted at the time a loan is made. In the case of municipal bonds, interest payments accrue on a day-to-day basis, but are paid every six months.

Interest Rate: The interest payable, expressed as a percentage of the principal available for use during a specified period of time. It is always expressed in annual terms.

Investments: Securities and real estate held for the production of income in the form of interest, dividends, rentals or lease payments. The term does not include fixed assets used in governmental operations.

Line Item Budget: A budget that separates spending into categories, or greater detail, such as supplies, equipment, maintenance, or salaries, as opposed to a program budget.

Local Aid: Revenue allocated by the state or counties to municipalities and school districts.

Maturity Date: The date that the principal of a bond becomes due and payable in full.

Municipal(s): (As used in the bond trade) "Municipal" refers to any state or subordinate governmental unit. "Municipals" (i.e., municipal bonds) include not only the bonds of all political subdivisions, such as cities, towns, school districts, special districts, counties but also bonds of the state and agencies of the state.

Note: A short-term loan, typically with a maturity date of a year or less.

Objects of Expenditures: A classification of expenditures that is used for coding any department disbursement, such as "personal services," "expenses," or "capital outlay."

Official Statement: A document prepared for potential investors that contains information about a prospective bond or note issue and the issuer. The official statement is typically published with the notice of sale. It is sometimes called an offering circular or prospectus.

Operating Budget: A plan of proposed expenditures for personnel, supplies, and other expenses for the coming fiscal year.

Overlapping Debt: A community's proportionate share of the debt incurred by an overlapping government entity, such as a regional school district, regional transit authority, etc.

Performance Budget: A budget that stresses output both in terms of economy and efficiency.

Principal: The face amount of a bond, exclusive of accrued interest.

Program: A combination of activities to accomplish an end.

Program Budget: A budget that relates expenditures to the programs they fund. The emphasis of a program budget is on output.

Purchased Services: The cost of services that are provided by a vendor.

Refunding of Debt: Transaction where one bond issue is redeemed and replaced by a new bond issue under conditions generally more favorable to the issuer.

Reserve Fund: An amount set aside annually within the budget of a town to provide a funding source for extraordinary or unforeseen expenditures.

Revaluation: The assessors of each community are responsible for developing a reasonable and realistic program to achieve the fair cash valuation of property in accordance with constitutional and statutory requirements. The nature and extent of that program will depend on the assessors' analysis and consideration of many factors, including, but not limited to, the status of

the existing valuation system, the results of an in-depth sales ratio study, and the accuracy of existing property record information.

Revenue Anticipation Note (RAN): A short-term loan issued to be paid off by revenues, such as tax collections and state aid. RANs are full faith and credit obligations.

Revenue Bond: A bond payable from and secured solely by specific revenues and thereby not a full faith and credit obligation.

Revolving Fund: Allows a community to raise revenues from a specific service and use those revenues without appropriation to support the service.

Sale of Real Estate Fund: A fund established to account for the proceeds of the sale of municipal real estate other than proceeds acquired through tax title foreclosure.

Stabilization Fund: A fund designed to accumulate amounts for capital and other future spending purposes, although it may be appropriated for any lawful purpose.

Surplus Revenue: The amount by which cash, accounts receivable, and other assets exceed liabilities and reserves.

Tax Rate: The amount of property tax stated in terms of a unit of the municipal tax base; for example, \$14.80 per \$1,000 of assessed valuation of taxable real and personal property.

Tax Title Foreclosure: The procedure initiated by a municipality to obtain legal title to real property already in tax title and on which property taxes are overdue.

Trust Fund: In general, a fund for money donated or transferred to a municipality with specific instructions on its use. As custodian of trust funds, the treasurer invests and expends such funds as stipulated by trust agreements, as directed by the commissioners of trust funds or by the community's legislative body. Both principal and interest may be used if the trust is established as an expendable trust. For nonexpendable trust funds, only interest (not principal) may be expended as directed.

Uncollected Funds: Recently deposited checks included in an account's balance but drawn on other banks and not yet credited by the Federal Reserve Bank or local clearinghouse to the bank cashing the checks. (These funds may not be loaned or used as part of the bank's reserves and they are not available for disbursement.)

Undesignated Fund Balance: Monies in the various government funds as of the end of the fiscal year that are neither encumbered nor reserved, and are therefore available for expenditure once certified as part of free cash.

Unreserved Fund Balance (Surplus Revenue Account): The amount by which cash, accounts receivable, and other assets exceed liabilities and restricted reserves. It is akin to a "stockholders' equity" account on a corporate balance sheet. It is not, however, available for appropriation in full because a portion of the assets listed as "accounts receivable" may be taxes receivable and uncollected. (See Free Cash)

Valuation (100 Percent): The legal requirement that a community's assessed value on property must reflect its market, or full and fair cash value.



STAFF REPORT

MEETING DATE: September 10, 2024

TITLE:

Consider and act on the first reading of Ordinance No. 2024-28, Amending the Bastrop Code of Ordinances, Appendix A, Fee Schedule, Article A13.02 "Water and Wastewater Rates and Charges", Sections A13.02.002 Wastewater Service Charge, and A13.02.004 Water Service Charge, as attached in Exhibit A; providing for: findings of fact, enactment, repealer, severability, providing for an effective date, codification, proper notice and meeting, and move to include on the September 17, 2024 agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Submitted by: Edi McIlwain, Chief Financial Officer

BACKGROUND/HISTORY:

The City Manager engaged NewGen Strategies and Solutions in May 2018 to perform a Water and Wastewater Rate Study and in 2022 for a Wholesale Rate Study update. Both studies were to evaluate revenue requirements forecasted out over five (5) years and review current water and wastewater rate ordinance along with billing methodology. The consultant provided city staff with a rate model tool to be used to forecast rate scenarios based on actual and projected revenue and expense assumptions.

The Water and Wastewater Rate Study recommended that the city use a phase-in approach to increasing the demand charge by meter size for water meters to reflect the American Waterworks Associations meter equivalency standards. This step increase will continue through FY 2025.

Demand Charge by Meter Size - Water

Meter Size	# of Units	Current Rate	FY 2022	FY 2023	FY 2024	FY 2025
1.5"	73	82.06	84.65	87.24	89.83	92.42
2"	97	124.19	130.10	136.01	141.92	147.83
3"	14	232.86	243.94	255.02	266.10	277.18
4"	4	296.46	337.85	379.24	420.63	462.02
6"	2	714.14	766.60	819.06	871.52	923.98

The last Wholesale Rate Study was performed in 2021/2022. These rates were due to be updated with the list of water and wastewater CIP projects.

Wholesale Water

Monthly Fixed Charge

Source Cost\$45,000.00 per MGD subscribed capacity

Transmission Cost \$4,977.71 per MGD subscribed capacity

Customer Charge\$1.75 per wholesale meter

Plus the following charges for consumption per 1,000 gallons

Volumetric Charge per 1,000 gallons \$2.24 per 1,000 gallons of actual consumption

Wholesale Water

Monthly Fixed Charge

Customer Charge....\$1.75 per wholesale meter

Plus the following charges per 1,000 gallons of metered contributed flow

Volumetric Charge per 1,000 gallons.....\$5.18 per 1,000 gallons of metered flow contributed

Article III, Section 3.01(13) states the City Council has the power and duty to provide for a sanitary sewer and water system. Section 3.14 (9) states that action requiring an ordinance includes the amending or repealing of a previously adopted ordinance.

FISCAL IMPACT:

Water and wastewater revenue

RECOMMENDATION:

Edi McIlwain, CFO recommends approval of the first reading of Ordinance No. 2024-28 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances, Appendix A, Fee Schedule, Article A13.02 "Water and Wastewater Rates and Charges", Sections A13.02.002 Wastewater Service Charge, and A13.02.004 Water Service Charge, as attached in Exhibit A; providing for: findings of fact, enactment, repealer, severability, providing for an effective date, codification, proper notice and meeting, and move to include on the September 17, 2024 agenda for a second reading.

ATTACHMENTS:

- Ordinance 2024-28 (including Exhibit A)

ORDINANCE NO. 2024-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CITY CODE OF ORDINANCES, AMENDING APPENDIX A, FEE SCHEDULE, ARTICLE A13.02 “WATER AND WASTEWATER RATES AND CHARGES”, SECTIONS A13.02.002 WASTEWATER SERVICE CHARGE, AND A13.02.004 WATER SERVICE CHARGE, AS ATTACHED IN EXHIBIT A; PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, CODIFICATION, AND PROPER NOTICE AND MEETING

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt ordinances or regulations that are for the good government, peace, or order of the City and that are necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council of the City of Bastrop, Texas engaged NewGen Strategies and Solutions to conduct a Water and Wastewater Rate Study in May 2018 and a Wholesale Rate Study in August 2022; and

WHEREAS, the Water and Wastewater Rate Study recommended a phase-in plan for the demand charge by meter size for water meters that reflects the American Waterworks Associations industry standards; and

WHEREAS, the Wholesale Rate Study recommended increased rates for both water and wastewater to fund ongoing water and wastewater infrastructure projects; and

WHEREAS, this ordinance increases the water demand charge for meter sizes greater than 1.5” and increases wholesale water and wastewater rates; and

WHEREAS, the City Council of the City of Bastrop, Texas has determined that in order to properly bill water and wastewater charges to their customers, it is necessary to amend the City Code of Ordinances Appendix A: Fee Schedule Article A13.02 Water and Wastewater Rates and Charges, Sections 13.02.002 and 13.02.004, as attached in Exhibit A.

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

SECTION 1: FINDINGS OF FACT The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. ENACTMENT Appendix A, Article A13.02 Water and Wastewater Rates and Charges, Sections A13.02.002 Wastewater service charge and A13.02.004

Water service charge are hereby amended to read in accordance with Exhibit A which is attached hereto and incorporated into this Ordinance for all intents and purposes. Underlined language shall be added. Stricken language shall be deleted.

SECTION 3. REPEALER All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

SECTION 4. 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. EFFECTIVE DATE This Ordinance shall be effective November 1, 2024.

SECTION 6. PROPER NOTICE & MEETING It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ & APPROVED on First Reading on the 10th day of September 2024.

READ & ADOPTED on the Second Reading on the 17th day of September 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Irma Parker, Interim City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit "A"

Appendix A – Fee Schedule**Sec. A13.02.002 - Wastewater service charge.**

(a) No change

(b) Wholesale Wastewater: The following rates are applicable to all wholesale wastewater customers within the corporate limits of the city and the city's extraterritorial jurisdiction who have metered wastewater connections and who have executed a wholesale wastewater agreement with the city:

Monthly Fixed Charge

Customer Charge....\$1.75 per wholesale meter

Plus the following charges per 1,000 gallons of metered contributed flow

Volumetric Charge per 1,000 gallons.....\$5.18 per 1,000 gallons of metered flow contributed

Sec. A13.02.004 - Water service charges.

(a) Retail Water: The following rates will be applicable to retail all sales or service of water within the corporate limits of the city.

(1) Residential - In city limits

Meter Size	Minimum Charge
¾" (or smaller)	\$37.72
1"	\$62.87
1½"	\$128.32
2"	\$207.08
3"	\$377.20
4"	\$628.67
6"	\$1257.33

Plus the following charges for consumption per 1,000 gallons:

0—3,000 gallons	\$ 2.85
3,001—5,000 gallons	\$ 3.04
5,001—10,000 gallons	\$ 3.22
10,001—20,000 gallons	\$ 3.42
20,001—50,000 gallons	\$ 3.69
Over 50,000 gallons	\$ 3.87

Commercial - In city limits.

Meter Size	Minimum Charge
¾" (or smaller)	\$37.72
1"	\$62.87
1½"	\$128.32
2"	\$207.08
3"	\$377.20
4"	\$628.67
6"	\$1257.33

Plus the following charges for consumption per 1,000 gallons:

0—3,000 gallons	\$ 2.85
3,001—5,000 gallons	\$ 3.04
5,001—10,000 gallons	\$ 3.22
10,001—20,000 gallons	\$ 3.42
20,001—50,000 gallons	\$ 3.69
Over 50,000 gallons	\$ 3.87

(2) Residential and Commercial - Outside city limits.

Meter Size	Minimum Charge
¾" (or smaller)	\$41.59
1"	\$70.70
1½"	\$130.87
2"	\$204.03
3"	\$382.53
4"	\$649.00
6"	\$1,228.59

Plus the following charges for consumption per 1,000 gallons:

0—3,000 gallons	\$ 4.12
3,001—5,000 gallons	\$ 4.42
5,001—10,000 gallons	\$ 4.70
10,001—20,000 gallons	\$ 4.98
20,001—50,000 gallons	\$ 5.39
Over 50,000 gallons	\$ 5.66

- (b) Wholesale Water: The following rates are applicable to wholesale sales of water within the corporate limits of the city and the city's extraterritorial jurisdiction who have metered water connections and who have executed a wholesale water agreement with the city.

Monthly Fixed Charge

Source Cost\$45,000.00 per MGD subscribed capacity

Transmission Cost\$4,977.71 per MGD subscribed capacity

Customer Charge\$1.75 per wholesale meter

Plus the following charges for consumption per 1,000 gallons

Volumetric Charge per 1,000 gallons\$2.24 per 1,000 gallons of actual consumption



STAFF REPORT

MEETING DATE: September 10, 2024

TITLE:

Consider and act on the first reading of Ordinance No. 2024-31, Authorizing the Issuance of the City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023; 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; repealing all ordinances and actions in conflict herewith; and providing for an effective date.

STAFF REPRESENTATIVE:

Submitted by: Edi McIlwain, Chief Financial Officer

BACKGROUND/HISTORY:

During the FY2025 planning sessions and workshops, the City Manager communicated with City Council on the need to issue City of Bastrop, Texas certificates of obligation for paying all or a portion of the City's 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) water and waste water system; and (2) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees (collectively the "Project").

The City Council passed a resolution on June 11, 2024, authorizing and directing the City Secretary to give notice of intention to issue the Certificates. The notice was published on June 19, 2024, and June 26, 2024 in *The Bastrop Advertiser*, a newspaper of general circulation in the City and a "newspaper" as defined in Section 251.044, Government Code.

This issuance will be for \$36.845 million for water and wastewater infrastructure projects.

City Charter Sec. 7.01 – Powers to Issue

In keeping with state law, the City shall have the power to borrow money on the credit of the City for any public purpose not now or hereafter prohibited by state law.

Bond Council has advised that state law supersedes the City Charter in only requiring one reading for a Bond Ordinance.

Issuance Timeline of Competitive Sale:

Sept. 3, 2024	The Preliminary Official Statement is distributed to the bidders
Sept. 10, 2024	The City Council adopts an ordinance authorizing the issuance of the CO's
Sept. 26, 2024	Closing of the sale

RECOMMENDATION:

Consider and act on the first reading of Ordinance No. 2024-31 of the City Council of the City of Bastrop, Texas, authorizing the Issuance of the City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2024; 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; repealing all ordinances and actions in conflict herewith; and providing for an effective date.

ATTACHMENTS:

- Ordinance No. 2024-31



ORDINANCE NO. 2024-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE ISSUANCE OF THE CITY OF BASTROP, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024; 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; REPEALING ALL ORDINANCES AND ACTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop, Texas (the "City") deems it advisable to issue certificates of obligation in the amount of \$38,000,000 (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) water and waste water system, and (2) the payment of professional services in connection therewith including legal, fiscal and engineering fees and the costs of issuing the certificates of obligation; and

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

WHEREAS, on June 11, 2024 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 June 19, 2024 and June 26, 2024 in *The Bastrop Advertiser*, a newspaper of general circulation in the City and a "newspaper" as defined in Section 2051.044, Government Code; and

WHEREAS, the notice was also posted with the City's website continuously for at least 45 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; therefore,

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES.

The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Certificates of the City of Bastrop, Texas (the "City") are hereby authorized to be issued and delivered in the aggregate principal amount of \$38,000,000 for the purpose of paying contractual obligations incurred or to be incurred for constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping the City's: (1) water and waste water system, and (2) the payment of professional services in connection therewith including legal, fiscal and engineering fees and the costs of issuing the certificates of obligation.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF CERTIFICATES.

Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF BASTROP, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024", and initially there shall be issued, sold, and delivered hereunder fully registered certificates, without interest coupons, dated September 4, 2024, in the denomination and principal amount hereinafter stated, numbered consecutively from R-1 upward (except the initial Certificate delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective initial registered owners thereof (as designated in Section 12 hereof), or to the registered assignee or assignees of said Certificates or any portion or portions thereof (in each case, the "Registered Owner"), and the outstanding principal amount of the Certificates shall mature and be payable on August 1 in each of the years and in the principal amount, respectively, as set forth in the following schedule:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>
2025		2038	
2026		2039	
2027		2040	
2028		2041	
2029		2042	
2030		2043	
2031		2044	
2032		2045	
2033		2046	
2034		2047	
2035		2048	
2036		2049	
2037			

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

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

<u>YEAR</u>	<u>INTEREST RATE</u>	<u>YEAR</u>	<u>INTEREST RATE</u>
2025		2038	
2026		2039	
2027		2040	
2028		2041	
2029		2042	
2030		2043	
2031		2044	
2032		2045	
2033		2046	
2034		2047	
2035		2048	
2036		2049	
2037			

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

Section 4. CHARACTERISTICS OF THE CERTIFICATES. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at Regions Bank, Houston, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make the Registration Books available within the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

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

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

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

AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

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

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

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate

for the purpose of payment of principal of and interest, with respect to such Certificate, for the purposes of registering transfers with respect to such Certificate, and for all other purposes of registering transfers with respect to such Certificates, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the City to make payments of principal, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

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

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

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

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

the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of such Underwriters one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all the Certificates for such maturity.

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

FORM OF CERTIFICATE

NO. R- UNITED STATES OF AMERICA PRINCIPAL AMOUNT
STATE OF TEXAS
COUNTY OF BASTROP \$ _____
CITY OF BASTROP, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION SERIES 2024

INTEREST RATE DATE OF CERTIFICATE MATURITY DATE CUSIP NO.
September 4, 2024 August 1, 20_

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the CITY OF BASTROP, in the County of Bastrop, State of Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the Date of Certificate, on February 1, 2025 and semiannually on each August 1 and February 1 thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged or converted from is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at

Regions Bank, which is the "Paying Agent/Registrar" for this Certificate at its designated office for payment currently, Houston, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Certificate (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the 15th day of the preceding month each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. Notwithstanding the foregoing, during any period in which ownership of the Certificate is determined only by a book entry at a securities depository for the Certificate, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

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

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

THIS CERTIFICATE is dated September 4, 2024, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$38,000,000, 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) water and waste water system, 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, 2033, or on any date thereafter, the Certificates of this Series maturing on and after August 1, 2034 may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the City and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000).

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

THE CERTIFICATES MATURING ON August 1 in the years _____ are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts on the following dates and at a price of par plus accrued interest to the redemption date ("Term Certificates").

Term Certificates Maturing on August 1, 20

<u>Redemption Date</u>	<u>Principal Amount</u>
†	\$†

† 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

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL CERTIFICATE

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

A. immediately under the name of the Certificates, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

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

Year	Principal Amounts	Interest Rates

(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 February 1, 2025 and semiannually on each August 1 and February 1 thereafter to the date of payment of the principal installment specified above; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date 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;

(3) 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;

(4) 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;

(5) 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;

(6) 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;

(7) 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 --

(A) 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,

(B) amounts invested in a bona fide debt service fund, within the meaning of section I.148-1(b) of the Treasury Regulations, and

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

(8) 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);

(9) 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

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

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

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

certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

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

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

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

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

Section 13. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default: (i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or (ii) default in the performance or observance of any other covenant, agreement or obligation of

the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Certificates, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

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

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

Section 14. ESTABLISHMENT OF CONSTRUCTION FUND AND INTEREST EARNINGS. (a) Construction Fund. A special fund or account, to be designated the City of Bastrop Series 2024 Certificate of Obligation Construction Fund (the "2024 Construction Fund") is hereby created and shall be established and maintained by the City at a depository bank of the City. The 2024 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 August 27, 2024 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) 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 2024, 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 2024. 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.

- (b) 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:
- A. Principal and interest payment delinquencies;
 - B. Non-payment related defaults, if material within the meaning of the federal securities laws;
 - C. Unscheduled draws on debt service reserves reflecting financial difficulties;
 - D. Unscheduled draws on credit enhancements reflecting financial difficulties;
 - E. Substitution of credit or liquidity providers, or their failure to perform;
 - F. 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
 - G. Modifications to rights of holders of the Certificates, if material within the meaning of the federal securities laws;
 - H. Certificate calls, if material within the meaning of the federal securities laws;
 - I. Defeasances;
 - J. Release, substitution, or sale of property securing repayment of the Certificates, if material within the meaning of the federal securities laws;
 - K. Rating changes;
 - L. Bankruptcy, insolvency, receivership or similar event of the City;
 - M. 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 within the meaning of the federal securities laws; and

- N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws;
- O. 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 holders, if material; and
- P. 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.

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.

(c) 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.

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.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the final reading on the ___ day of September, 2024.

Mayor, City of Bastrop, Texas

ATTEST:

City Secretary, City of Bastrop, Texas

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

[Signature Page]

[Signature Page]

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

B-1

EXHIBIT "C"**DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

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

Annual Financial Statements and Operating Data

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

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

Accounting Principles

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

MEMORANDUM

DATE: August 28, 2024
TO: Edi McIlwain
FROM: J. Bart Fowler
RE: September 10, 2024 City Council Meeting

With respect to the City Council Meeting on September 10, 2024, we recommend the following agenda language:

Consideration and action with respect to an "ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF BASTROP, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024; 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."

Please do not hesitate to call with any questions.

Cc: Dan Wegmiller
Jeff Garland



STAFF REPORT

MEETING DATE: September 10, 2024

TITLE:

Consider and act on Resolution R-2024-118 approving an agreement between the Bastrop Economic Development Corporation (BEDC) and Hunden Partners in an amount not to exceed \$60,000 for a feasibility study for a sports complex in the Bastrop Business and Industrial Park.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

The Bastrop Economic Development Corporation, in partnership with the City of Bastrop, is considering building a sports complex on around 80 acres within the Bastrop Business and Industrial Park. The BEDC has hired Katherine Caffrey from NAVIS Consulting to provide senior-level project management experience to oversee a feasibility study. After reviewing five proposals and interviewing six potential firms, Ms. Caffrey recommends that the BEDC hire Hunden Partners to conduct the feasibility study.

Hunden Partners has conducted over 100 feasibility studies for destination sports in the United States, with extensive experience in Texas. Hunden specializes in sports tourism facilities and mixed-use/placemaking development, and will provide a comprehensive assessment that considers both the sports aspect and the overall project potential.

At the board meeting on August 26, 2024, the BEDC Board of Directors voted unanimously to recommend approval of the contract, which now requires City Council approval.

FISCAL IMPACT:

The \$60,000 will be taken from the BEDC's Professional Services line item included in the BEDC's FY 2024 and 2025 budgets.

RECOMMENDATION:

Recommend approval of Resolution No. R-2024-118 of the City Council of the City of Bastrop, Texas, approving an agreement between the Bastrop Economic Development Corporation (BEDC) and Hunden Partners in an amount not to exceed \$60,000 for a feasibility study for a sports complex in the Bastrop Business and Industrial Park.

ATTACHMENTS:

1. Draft Resolution R-2024-118
2. Hunden Partners Proposal

RESOLUTION NO. R-2024-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN AGREEMENT BETWEEN THE BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC) AND HUNDEN PARTNERS IN AN AMOUNT NOT TO EXCEED SIXTY THOUSAND DOLLARS (\$60,000.00) FOR A SPORTS COMPLEX FEASIBILITY STUDY IN THE BASTROP BUSINESS AND INDUSTRIAL PARK.

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

WHEREAS, to fulfill its public purpose in attracting qualifying projects under Texas Local Government Code, Chapters 501 and 505 *et seq.*, as amended, the BEDC requires certain professional services, including without limitation, the contracting with and hiring of a firm to assist the BEDC in determining the feasibility of building a sports complex in the Bastrop Business and Industrial Park; and

WHEREAS, Hunden Partners has provided the BEDC with a proposal to provide a feasibility study in the amount of \$60,000.00; and

WHEREAS, after careful evaluation and consideration by the Board, it has determined that these services and this support can be provided most beneficially, efficiently and economically under a third-party agreement with Hunden Partners, to be executed by the Interim Executive Director on behalf of the BEDC; and

WHEREAS, the Board of Directors of the BEDC met on August 26, 2024, and took formal action making required findings, and supporting and authorizing funding for this professional service; and

WHEREAS, the City has reviewed the August 26, 2024, actions of the BEDC related to the professional service noted herein, has considered and evaluated the service, and has found it meritorious of the City Council’s authorization and approval.

WHEREAS, such expenditure is authorized as a general power, privilege and function of the corporation pursuant to Texas Local Government Code Section 505.152.

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

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

Section 2. Authorization of Expenditure. The City Council of the City of Bastrop, Texas, hereby authorizes the funding in an amount not to exceed \$60,000.00.

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

Section 4. Any prior resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

Section 5. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

Section 6. This Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 10th day of September 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



BASTROP, TX SPORTS FACILITY

market demand, financial feasibility & economic impact study

NAVIS Consulting

Katherine Caffrey, Founder & Principal

katherine@navisguide.com

hunden
partners

August 9, 2024

NAVIS Consulting
Katherine Caffrey, Founder & Principal
katherine@navisguide.com

Re: Bastrop Sports Facility Market Demand, Financial Feasibility & Economic Impact Study

Ms. Caffrey,

The Hunden Partners team (Hunden or Team) is pleased to submit a proposal to NAVIS Consulting (Client) to complete a market demand, financial feasibility, and economic impact study for a new indoor and/or outdoor sports complex (Facility or Project) in Bastrop, Texas. The purpose of the study is to determine the market supply, demand and opportunity for a new indoor and outdoor sports facility, with the capability to meet the needs of local and community user groups, as well as tournament organizers for regional and national events.

Hunden Partners, led by CEO Rob Hunden, is the premier placemaking real estate development and advisory firm in the U.S. Our firm offers the full range of market and financial feasibility services, as well as economic and fiscal impact analyses for transformative development projects. We also offer development and owner services to move projects to fruition via financing assessments, developer or management company solicitations and owner's development management services. Since its founding in 2006, Hunden's team has worked on more than 1,000 destination projects or studies, with more than \$20 billion in projects built and successful, or currently underway. We specialize in the feasibility and impact of tournament sports complexes, which makes our team the perfect fit for this study.

What Sets Hunden Apart?

- **Sports Complex Feasibility Experts.** Hunden has completed more than 100 community and tournament sports facility studies across the U.S. Some of the most notable built-and-thriving facilities include:
 - Grand Park in Westfield, Indiana,
 - Advent Health Sports Park at Bluhawk in Overland Park, Kansas
 - Wintrust Sports Complex in Bedford Park, Illinois
 - Great Park Tournament Complex in Irvine, California
 - UW Health Sports Factory in Rockford, Illinois
 - Roebbelen Center in Roseville, California, and
 - Paradise Coast Sports Complex in Naples, Florida, among many others.
- **Extensive Experience in Texas.** Hunden Partners has worked throughout Texas on dozens of studies and projects, including in Manor, Austin, Mansfield, Houston, Corpus Christi, East

Montgomery County, New Braunfels, Houston, El Paso, and many others. Our recent sports, events and athletic facilities market study experience throughout the state includes Baytown, League City, Kyle, Hays County, Fort Worth, Dallas, Amarillo, Lubbock, Temple, Sherman, and others.

- **Focus on Placemaking.** Hunden Partners does not just focus on single building developments, but rather on synergistic districts, campuses and destination placemaking. We have a passion for understanding what attracts visitors and residents to cities, districts, and properties, and we have an extensive background in analyzing market industry for “Live, Work, Play” developments across the U.S.
- **Independent and not Interested in Management Contract.** Hunden’s reports are objective and are not underbid in order to secure a future management contract.
- **Data-Driven.** Hunden has a passion for data-driven analytics that lead to sound and actionable recommendations and strategies for transformative developments.
- **Boutique Firm Focused on Your Questions.** As a 100% principal-owned firm with 30+ professional staff, Hunden has the advantage of being able to tailor our national experience to your needs.
- **Transparency and Truth Telling.** Hunden manages a transparent study process and communicates the market and financial realities so you can adjust your visions for ultimate success.

You will deal directly with Rob Hunden as the primary contact and signatory of any contracts. Project Manager Ryan Sheridan will serve as the day-to-day point of contact. Should you have any questions, please contact me directly at 312.933.3637 or rob@hunden.com. The Hunden Partners team appreciates the opportunity to work with you.

Sincerely,

A handwritten signature in black ink, consisting of the letters "RH" followed by a horizontal line extending to the right.

Robin Scott Hunden, CEO



METHOD OF APPROACH

Understanding

NAVIS Consulting (Client) is seeking a proposal from the Hunden Partners team (Hunden or Team) to complete a market demand, financial feasibility, and economic impact study of a new tournament sports facility (Facility or Project) in Bastrop, Texas (City).

Bastrop is the county seat in Bastrop County and located approximately 30 miles southeast of Austin. Due to its location between Austin and Houston, the city sees high levels of visitor and commuter traffic regularly. Additionally, City officials have identified a potential opportunity to capture a piece of the sports tourism market. The Client is now seeking an independent study to explore the validity of a sports complex development, with the goal to attract visitors to the area through sports tourism and prepare for future event growth opportunities.

Through a comprehensive study process, Hunden will determine the market supply, demand and opportunity for a new indoor and outdoor sports facility. Hunden will then make recommendations for the optimal facility type and programming, create demand and financial models to show projected performance of the recommended scenarios, and complete an economic, fiscal and employment analysis to show the projected return on investment to the community in terms of jobs, new spending and tax revenues generated by the recommended scenarios.

Future Capabilities. Hunden has the ability to augment this scope of work to perform a market demand, financial feasibility, and economic impact study for a new conference hotel in Bastrop, should the Client deem this appropriate.

Scope of Work

Hunden's work process is proposed as follows:

- Task 1 – Kickoff and Project Orientation
- Task 2 – Economic, Demographic and Tourism Analysis
- Task 3 – Local and Regional Indoor and Outdoor Sports Market Analysis
- Task 4 – Tournament Opportunity Analysis
- Task 5 – Support Amenities Analysis
- Task 6 – Case Studies and Best Practices
- Task 7 – Recommendations
- Task 8 – Demand and Financial Projections
- Task 9 – Economic, Fiscal and Employment Impact Analysis

Task 1: Kickoff and Project Orientation

The kickoff will be attended by members of the Hunden team, City officials, and the Client to confirm the goals of the study and other contextual issues related to the Project. Hunden will:

- Obtain information and data from NAVIS Consulting, the Bastrop Economic Development Corporation, relevant county and city departments and their respective support staffs, and any other organizations that the Client deems appropriate.
- Tour Bastrop, along with the proposed Project site, local sports facilities and their surrounding demand generators, interview stakeholders from a variety of local private and public organizations and perform fieldwork as appropriate.
- Gather and analyze background data related to the Project and any previously completed studies, as available and appropriate.
- Gather and review available economic, demographic and financial data.

Hunden will collaborate with the Client to plan the kickoff trip and orientation efforts to ensure proper stakeholder engagement and outreach efforts.

Task 2: Economic, Demographic and Tourism Analysis

Hunden will evaluate the Bastrop market as an economic center of activity as well as a destination for visitors, especially as it relates to sports facilities, tournaments and events. This analysis will provide a realistic assessment of the area's strengths, weaknesses, opportunities and threats (SWOT). Among the data gathered and analyzed will be:

- Geographic attributes, accessibility, and transportation links,
- Trends in population growth and income,

- Corporate presence, major employers and any significant recent or likely future changes,
- Education levels, and
- Tourism attractions, especially those popular with families.

Hunden utilizes the latest market data, visitor origin data, demographic data, psychographic data and other resources to determine a comprehensive view of your marketplace.

Task 3: Local and Regional Indoor and Outdoor Sports Market Analysis

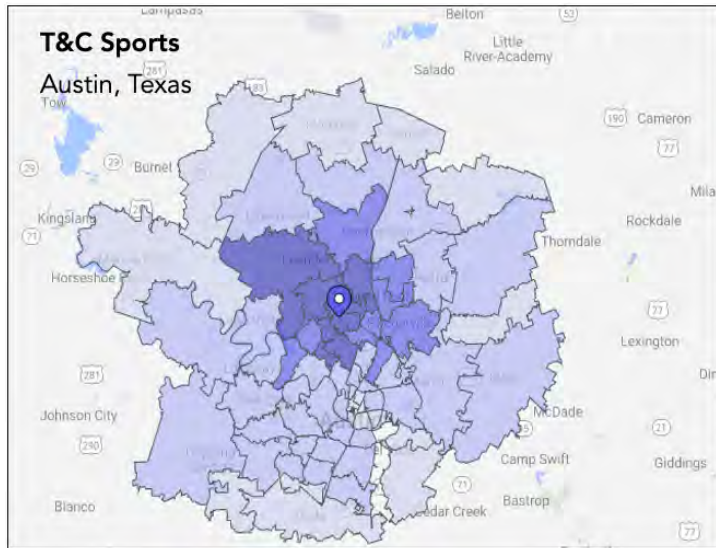
Local Competitive Market. Hunden will detail the existing offerings for sports facilities in the competitive local markets and their suitability for tournament and league play. Hunden's output will show how many visitors frequent the relevant local and regional facilities and where the facilities draw attendees from in order to assess utilization and gaps in the market.

Hunden will compile a supply and demand matrix that will identify whether the current inventory of facilities in the local Bastrop market and/or greater region is adequate for each sport/facility type studied.

Regional Competitive Market. Many of the likely events that could occur at a new sports complex will be from around the region. In order to understand the competitive situation in which the community finds themselves, the regional competitive sports facilities will be profiled and analyzed. Hunden will analyze and document the following conditions, as available and appropriate:

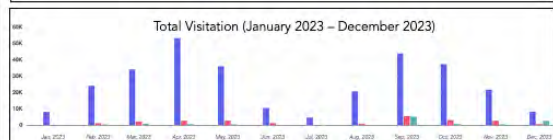
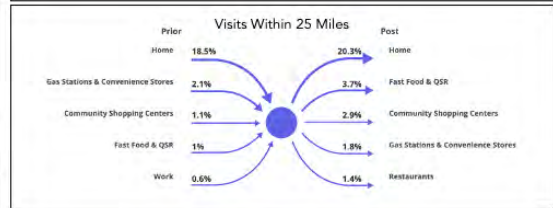
- Site and facility layout.
- Capacity,
- User and attendee counts, including local vs. out-of-town,
- Event types,
- Type of sports usage,
- Utilization times,
- Rental rates,
- Growth characteristics,
- Amenities, and
- Unique characteristics.

Hunden will utilize **geofencing research technology** to gather visitation and performance data for the relevant competitive sports complexes. This research output can show how many visitors frequent the facilities (and on dates when there is a large tournament) and where the facilities draw attendees from. Hunden can also use this tool to gather demographic and socio-economic data to understand the current market reality in the area and the surrounding region. The following figures provide a high-level illustration of just some of the type of visitation data we can gather with this tool.



Visitor Origins by Distance from Site	Total Visits		Total Unique Customers		Avg. Visits per Customer
	Est. Number of Visits	Percent of Total Visits	Est. Number of Customers	Percent of Total Customers	
Locals - Within 25 miles	303,300	89%	52,800	74%	5.74
Regional Distance - Between 25 and 100 miles	23,800	7%	11,600	16%	2.05
Long Distance only - Over 100 miles	12,900	4%	5,700	9%	1.79
Total Visits	339,100	100%	71,100	100%	4.77

Source: Floor.ai



The regional competitive sports facilities analysis will provide a sense of strengths and weaknesses, as well as opportunities and threats. With so many communities embarking on youth and amateur sports facilities, it is important to understand how the elite teams and leagues operate, how they determine where to host events, and where they choose to play. This analysis will answer both the competitive supply question and the regional demand question.

Demand Interviews. Conducting demand interviews is one of the methods that Hunden uses to determine existing participation data, rental rates and costs for facilities in the city and the competitive regional marketplace, and other key datapoints to identify gaps and determine recommendations. These interviews will help determine what teams, leagues, and tournaments are likely to come to Bastrop and under what conditions.

Task 4: Tournament Opportunity Analysis

Of critical importance to this Project is the potential for economic and fiscal impact from the inducement of events from national and regional tournaments. Just like local and small regional tournaments, super-regional and national tournaments can generate significant visitation, spending, room nights and other positive impacts to a community and can even support the development of other real estate uses if enough consistent local and non-local demand occurs onsite. Participants and their families come from farther distances and therefore must spend the night, unlike those from the region that may be “daytrippers.”

Tournament Demand Interviews. Hunden will conduct interviews with tournament directors, leagues, school district representatives, management at competitive facilities and others who are likely to use the facilities. These interviews will help determine what teams, leagues, and tournaments are likely to come to the facility and under what conditions. Demand interviews will lead to implications of the facility program.

Task 5: Support Amenities Analysis

Hunden understands that attracting more tournaments through new sports facilities should include capturing more hotel room nights and spending from the visiting teams and families. As such, the market needs to have enough quality hotels to capture the demand. To the extent that some hotels are located outside of the city limits, the return on the investment for the Project will not be limited to the city. As such, Hunden will analyze the existing local hotel, retail, and restaurant supply at a high level.

Hotel. The analysis will determine proximate quality room count, as well as the community-wide room count, for hotels in the nearby area, to understand what impact from a new sports facility and programming can be captured in the city limits – and the implications for more hotels to be developed in the community.

The analysis will include tracking of occupancy, monthly room night demand, average daily rate (ADR), and Revenue per Available Room (RevPAR), and performance by year, month, day of week, unaccommodated demand and demand type/market mix. Hunden will include data showing local room occupancy, average daily rate, and Rev/Par for the last six years.

Restaurant/Retail. Hunden will also profile, map, and discuss the pros and cons of retail and restaurant nodes and how their proximity to the proposed site enhance or detract from the Project's success.

Task 6: Case Studies and Best Practices

Hunden will provide case study profiles of comparable indoor and outdoor sports complexes and discuss implications and lessons learned. Hunden will gather details on what these projects offer and profile them accordingly. Profiles will include interviews with management and data collection via Placer.ai. These facilities will be profiled, and implications discussed. Insight and best practices from these facilities will assist in identifying critical components of these types of complexes that can then be implemented into the recommendations, as appropriate.

Best Practices. Hunden believes that a career's worth of experience should result in wisdom and best practices for our clients. We gather these and share them with our clients.

Task 7: Recommendations

Hunden will provide recommendations for a new sports facility in Bastrop, including size, program, amenities, quality, and other key elements. The recommendations will consider the results of all the prior tasks, which will point toward logical conclusions regarding every aspect of the Project.

The recommendations may support or modify the size, scope and use of the facilities depending upon many factors, including input from the Client. The recommendations for the sports complex may include:

- All physical programmed areas by use and size – indoor and/or outdoor facilities, courts, fields, etc.,
- Optimal sports uses, programming and events,
- Parking needs,
- Amenities,
- Optimal site parameters, and
- Others, as appropriate.

Task 8: Demand and Financial Projections

Event/Demand Projections. Hunden will make projections for demand for events and uses at the proposed Project. These will be projected for a period of ten years. Projections will include demand by type of event/tournament, average attendance for each type and total attendance by type.

Estimated Operating Financials. Based on the projection of demand and a number of assumptions regarding rental rates, fees, concession per-capita revenues and others, Hunden will prepare a financial projection for the recommended Project. This will include operation and maintenance costs which will influence the anticipated return on investment projections.

This financial analysis will include the following:

- **Estimated line-item revenues for ten years of operations.** Expenses directly related to the development will also be projected for the period. The demand profile, experience with similar developments and data from existing courses will be used to model the operating revenues and costs of the new developments and will be incorporated into the business plan. The model will generate a pro forma operating statement that will include revenue and expense items, including the following:
 - Revenues: rental rates, ticket sales, fees, food and beverage, parking and other income as relevant,
 - Direct operating expenses: wages and salaries, contract services, utilities, maintenance and repair, supplies and other expenses, and
 - Unallocated expenses: employee benefits, advertising and promotion, general and administrative, professional services, insurance and other expenses.

As stated above, the financials will be presented in a line-item by line-item basis, which will lead to estimates of net operating income or loss. Based on the operating loss or profit, there will be either funds remaining for debt service or there will be a requirement for ongoing operating support by the public.

Task 9: Economic, Fiscal and Employment Impact Analysis

Hunden will conduct an economic, fiscal and employment impact analysis and prepare an impact model to determine the direct, indirect, and induced impacts, including the tax revenues that are generated by the Project.

Based on the above analysis, a projection of net new direct spending will be tabulated. New spending is that spending that is new to the community as visitors come to Bastrop and the surrounding area due to an event, spend the night or otherwise spend time or money in the area. Hunden will analyze the spending by residents (transfer spending) and discuss the amount that is recaptured. For example, due to the existence of activity generated by events, economic activity occurs as residents pass up opportunities to leave the area to spend money. Instead of going to an event in another area, the event keeps their spending within the area. This is considered recaptured demand. The net new and recaptured direct spending is considered to be the **Direct Impacts**.

From the direct spending figures, further impact analyses will be completed, including:

- **Indirect Impacts** are the supply of goods and services resulting from the initial direct spending. For example, a new resident's direct expenditure on retail causes the store to purchase goods and other items from suppliers. The portion of these purchases that are within the local economy is considered an indirect economic impact.
- **Induced Impacts** embody the change in local spending due to the personal expenditures by employees whose incomes are affected by direct and indirect spending. For example, a waitress at a restaurant may have more personal income because of the new spending. The amount of the increased income that the employee spends in the area is considered induced impact.
- **Fiscal Impacts** represent the incremental tax revenue collected by the City due to the net new economic activity related to a development. The fiscal impact represents the government's share of total economic benefit. There will be distinct tax impacts for each governmental entity. Fiscal impacts provide an offset to the potential public expenditures required to induce the development of the Project. Hunden will identify the taxes affected and conduct an analysis of the impact on these accounts and governmental units.
- **Employment Impacts** include the incremental employment provided not only onsite, but due to the spending associated with the Project. For example, the direct, indirect, and induced impacts generate spending, support new and ongoing businesses, and ultimately result in ongoing employment for citizens. Hunden will show the number of ongoing jobs supported by the project and provide the resulting income and income taxes generated.

Hunden uses one of the industry's most relied upon multiplier models, IMPLAN. This input-output model estimates the indirect and induced impacts, as well as employment impacts, based on the local economy. An input-output model generally describes the commodities and income that normally flow through the various sectors of the economy. The indirect and induced expenditure, payroll and employment result from the estimated changes in the flow of income and goods caused

by the projected direct impacts. The model data are available by various jurisdictional levels, including counties.

Touchpoints and Deliverables

- **Kickoff Organizing Call** – Once the administrative engagement paperwork process is complete, Hunden will schedule an initial kickoff organizing call/Zoom with the Client team for introductions and to schedule the in-person site visit, tours, and meetings. Hunden will send a kickoff memo outlining requests for data, scheduling arrangements, and key contact information.
- **Site Visit/Local Discovery** – Members of the Hunden key personnel team will travel to Bastrop to conduct an in-person kickoff trip with the Client, including stakeholder meetings and interviews, a site tour, and tours of surrounding demand generators.
- **Circle Back Call** – After the kickoff trip, Hunden will schedule a ‘circle-back call’ with the Client to wrap up data requests and any outstanding discovery phase items.
- **Check-In Calls** – Throughout the market research tasks, Hunden can schedule check-in calls with the Client to ensure timely forward direction through the study process.
- **Market Findings Presentation (Deliverable)** – At the conclusion of Task 7, Hunden will present a PowerPoint-style deliverable of market findings electronically to the Client. This will include our recommendations and scenarios as appropriate.
- **Draft Analysis (Deliverable)** – Hunden will complete all financial and impact modeling elements of the scope of work and compile the results into a PowerPoint-style draft analysis, which will be presented to the Client electronically for review and comment.
- **Final Analysis (Deliverable)** – After receiving comments from the Client on the draft analysis, Hunden will issue its final PowerPoint-style analysis.

Timing

Hunden proposes the following timing estimates for each distinct deliverable:

- Market Findings – approximately eight weeks after the following has occurred: contract authorization, receipt of initial kickoff payment, completion of in-person site visit, and receipt of all requested data
- Draft Analysis – approximately three to four weeks after delivery of Market Findings
- Final Analysis – approximately two to three weeks after receiving Client comments on the draft

Hunden Partners expects the overall timeline to be approximately 12-14 weeks, assuming prompt Client responses, reviews and availability.

Fees

Hunden Partners proposes to complete the outlined scope of work for a lump-sum fee of **\$60,000**, inclusive of research and travel expenses for one (1) trip to Bastrop for the kickoff site visit/stakeholder engagement session. Any additional travel will be billed at cost.

Hunden proposes to bill the Client according to the following payment schedule, broken out by deliverable milestones:

- | | |
|---------------------------------|----------|
| ▪ Kickoff, to initiate work: | \$15,000 |
| ▪ Market Findings Presentation: | \$15,000 |
| ▪ Delivery of Draft Analysis: | \$15,000 |
| ▪ Delivery of Final Analysis: | \$15,000 |

We remain flexible in our approach and open to adjustments in order to best meet the Client’s needs.

What Sets Us Apart?

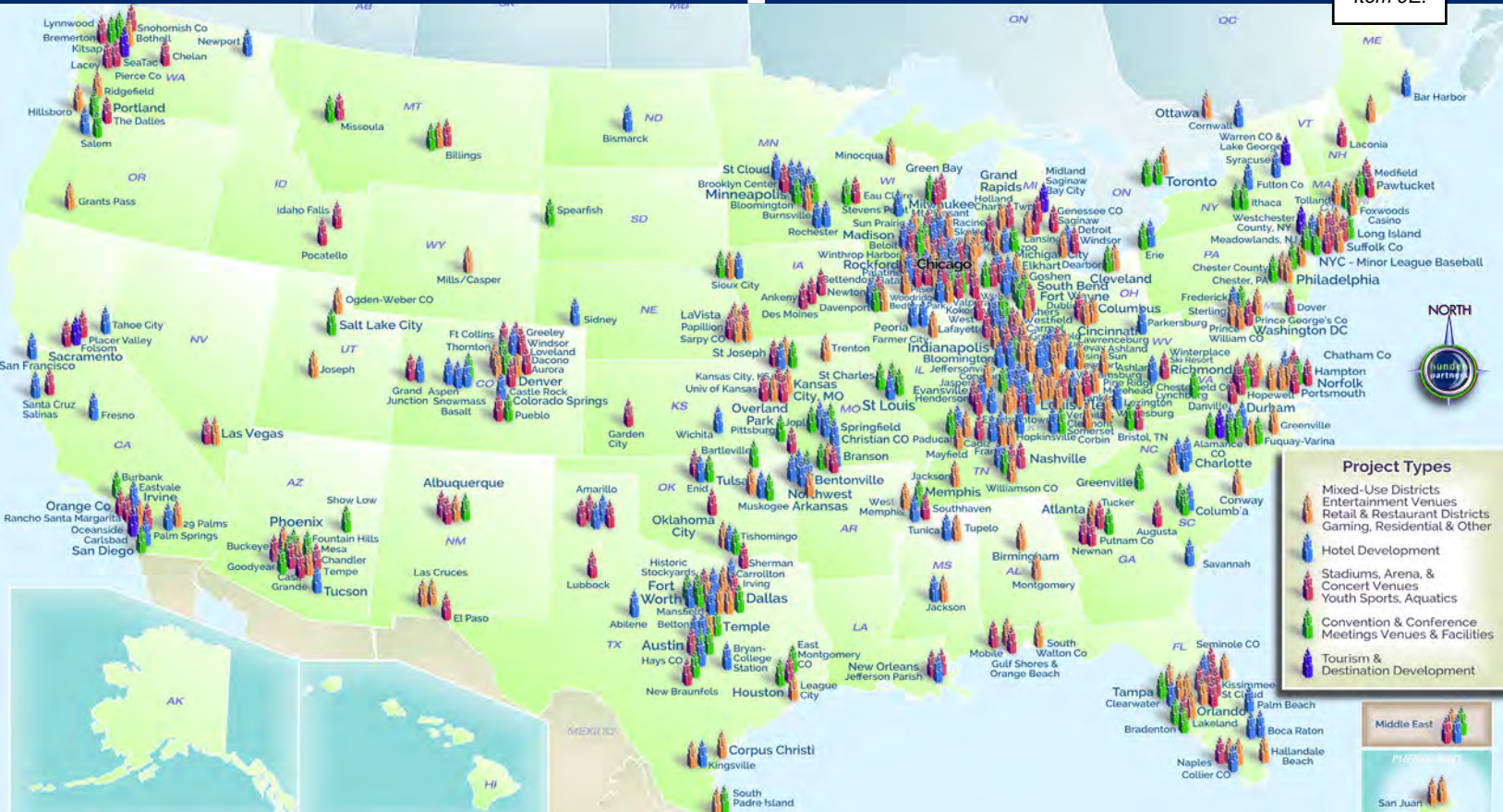
We believe that you will not find a more comprehensive approach and methodology to this kind of market and financial feasibility study than the process developed by Hunden Partners. We go beyond national trends and statistics by executing individual demand interviews with user groups, tournament organizers, and state/regional sports organizations to gather perspectives and insights that help us and our clients understand the local, regional and national competitive marketplace for their unique situation. To support your future decisions, we bring to each opportunity years of case studies, best practices and lessons learned.

Typical vs. Hunden Sports Complex Study		
	Competitors/ Youth Sports Study	Hunden/ Youth Sports Study
Kickoff & Tours	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Economic & Demographic Analysis	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
National Trends & Market Overview	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tournament/User Group/State & Regional Org 1-1 Demand Interviews	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Support Amenities Analysis (Hotel & Restaurant/Retail)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cost Estimates & Drawings/Layouts from Trusted Design Partner	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Unbiased Recommendations & Scenarios (no incentive to secure management contract)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Demand & Financial Projections	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Economic, Fiscal & Employment Impact Analysis	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

QUALIFICATIONS

hunden partners

Item 9E.



Project Types

- Mixed-Use Districts
- Entertainment Venues
- Retail & Restaurant Districts
- Gaming, Residential & Other
- Hotel Development
- Stadiums, Arena, & Concert Venues
- Youth Sports, Aquatics
- Convention & Conference Meetings Venues & Facilities
- Tourism & Destination Development

Hunden Partners is a global placemaking, tourism, and real estate development strategic advisor that provides public and private sector clients with analytics, market intelligence, guidance and strategy, so they can move their project and place from vision to reality. Hunden's expertise lies at the intersection of destination real estate development, tourism development, and economic development. Hunden has a passion for data-driven analytics, planning, and recommendations that lead to sound financials, impact studies, and actionable strategies for development success. We are passionate about placemaking and know that each place and related study deserves a tailored approach.

Our Expertise. Hunden is one of the only firms that understands the unique world of destination development, from tourism and placemaking action plans to feasibility and impact studies, financing plans, developer selection processes, governance structures and complex P3 deal development. We help clients create the vision for what they want their place to be, through in-depth analyses to executable action plans and ribbon cutting. Deep expertise includes convention/conference centers, headquarter and destination hotels, arenas, stadiums, amphitheatres, performing arts centers, youth sports complexes, mixed-use districts, attractions, entertainment concepts, activated public spaces, major events, and many more.

<p>Over 1,000 studies & processes resulting in over \$20B in successful development</p>	<p>185+ placemaking plans & destination / entertainment district studies</p>	<p>200+ youth sports complex, professional stadium & arena studies</p>	<p>650+ conference, convention, event center & hotel studies</p>	<p>80% studies & processes for public-sector or DMO clients</p>
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Our Work. Since our incorporation in 2006, Hunden Partners has provided services for more than 1,000 client projects, processes and studies worldwide, leading to more than \$20 billion in successful and in-process developments. We focus on transformative projects that create synergy with their surrounding uses and communities. Hunden is committed to telling the truth, highlighting best practices, and directing clients away from common pitfalls, so that communities can get to successful financing, execution and performance of key developments.

We are constantly building an expert team with a variety of backgrounds, skills, and expertise. Hunden Partners is a certified LGBT Business Enterprise (NGLCC) based in Chicago, with additional professionals around North America



Rob Hunden

CEO / President

Project Director

Career Background

- Hunden Partners
- Johnson Consulting
- Horwath Landauer/Grubb & Ellis
- Indianapolis Bond Bank
- Huckaby & Associates, D.C.

Select Associations & Thought Leadership/Speaking Affiliates

- Destinations International
- International Society of Hospitality Consultants
- International Economic Development Council
- Urban Land Institute
- International Association of Venue Managers
- International City/County Management Association
- International Council of Shopping Centers
- Coliseum Conference
- Association of Luxury Suite Directors
- P3 Conference/Convention Sports & Entertainment Facilities Conference
- Entertainment Experience Evolution Conference

Select Contributions to Articles & Publications

- Crain's Chicago Business
- Crain's New York Business
- Indianapolis Business Journal
- Sports Business Journal
- Urban Land Magazine
- IEDC Economic Journal

For nearly 30 years, Mr. Hunden has provided economic development, finance, and planning expertise and has conducted more than 1,000 feasibility and economic impact studies, including for some of the most notable transformative development projects in the U.S. He has had a hand in the development of more than \$20 billion in completed or underway, transformative projects. With a background in economics, real estate and tourism development, Rob brings trusted industry expertise to guide destination development and tourism oriented projects from concept to execution. Areas of specialty include major/minor league and university sports and entertainment districts, convention centers, hotels, youth sports complexes, multi-use arenas and event centers, and innovation and entertainment districts across North America.

Distinguished by his synthesis of critical analytics with placemaking, planning, programming and design, Hunden ensures smart, supportable and transformative developments. His expertise extends to entire districts and downtowns, including notable projects such as the KC Power & Light District, Indy Eleven Park, T-Mobile District in San Juan, the planned Gateway District on KU's campus, the planned Dallas Convention Center downtown district, and many others across North America. Hunden's guidance and expertise is not limited to simply completing studies; it's about shaping projects and destinations to support thriving communities, exemplified by Fort Worth Stockyards, downtown Indianapolis, Chicago Riverwalk and Navy Pier expansion, and more.

Mr. Hunden's public-private project and economic development career began at the Indianapolis Bond Bank and the Indianapolis Mayor's Office from 1996 through 1998, where he managed more than a dozen projects, including the 1999 Indiana Convention Center expansion, the RCA Dome expansion, development of the 650-room Marriott and Conseco/Bankers Life/Gainbridge Fieldhouse. He also worked on the repurposing and conversion of Glendale Mall, Union Station, and the development of the Emmis Headquarters on Monument Circle. From 1994 to 1996, he worked in financial consulting in the Washington, DC area for clients including six presidential candidates.

Rob has written articles on downtown development and taught college-level Destination Development, Tourism and related courses at Kendall College in Chicago. He has also sat on advisory boards for the Center for Real Estate Studies at Indiana University's Kelley School of Business, DePaul University's School of Hospitality and for IAVM's Allied Member committee. Mr. Hunden is a member of Destinations International, the International Society of Hospitality Consultants (ISHC), ULI, IEDC, IAVM, and ICMA. He has conducted IEDC panel discussions and taught numerous professional development courses for IEDC over the past 20 years. Mr. Hunden received a B.S. in Finance from Indiana University in Bloomington, Indiana.



Ryan Sheridan

Lead Project Manager

Chicago, Illinois

Career Background

- Hunden Partners
- Nestle Coffee Partners

Quick Facts

- Indiana University, Kelley School of Business
- BS Finance and Business Analytics
- Home City: Rochester, NY

As Project Manager at Hunden, Mr. Sheridan leads clients through every step of the study process, from kickoff meetings and stakeholder interviews to management of deliverable creation and final presentations. He collaborates closely with CEO Rob Hunden to execute quality assurance processes that lead to the highest quality final product.

While at Hunden, Mr. Sheridan has worked on over 100 market, financial feasibility, and impact analyses. His areas of expertise include professional sports stadiums and districts, youth tournament and community sports facilities, and unique tourism attractions such as boutique lodging, distilleries/breweries, and entertainment venues and districts.

Ryan has a passion for leading Hunden's studies for the Kentucky Tourism Development Act (KTDA), which have recently included multiple distilleries, boutique hotel and non-traditional luxury lodging facilities, and other attractions that aim to drive economic impact through new tourism to the Commonwealth.

Ryan's work involves a deep understanding of the competitive supply and potential demand for local, regional, and national usages. This understanding, supported by Hunden's extensive research tools, informs his expertise on the multiple factors that contribute to a destination's "sense of place."

Youth/Amateur Sports Studies

- The Dalles/Waco County - Sports Study
- Lakeville, IN - Newton Park Sports Complex
- Seminole Co, FL - Sports Complex
- Buckeye, AZ - Sports Academy Peer Review
- Dublin, OH - Youth Sports Tournament Complex
- Hamilton County, IN - BEST Master Plan & Sports Studies
- Genesee County, MI - Athletic Complex Feasibility
- Pueblo, CO - Amateur Tournament Sports Market Demand
- Mansfield, TX - Sports-Anchored Mixed-Use District
- Warren County, NY - Sports Performance Center
- Wasco County, OR - Sports Complex
- Phoenix, AZ - Indoor Ice Arena
- Temple, TX - Tourism Assets Master Plan & Sports Study

Sports-Anchored Mixed-Use Analyses:

- Westfield, IN - Grand Park Expansion & New District
- Hampton, VA - Sports District
- Indianapolis, IN - Eleven Park Stadium and Mixed-Use District
- Baytown, TX - Arena-Anchored Mixed-Use District
- League City, TX - Sports-Anchored Mixed-Use Development
- Tempe, AZ - NHL Arena and District
- Noblesville, IN - G-League Arena & Mixed-Use District
- Mansfield, TX - Stadium-Anchored Mixed-Use District

Professional Qualifications

Youth/Amateur Sports & Recreation Facilities

Ankeny, IA - Indoor Sports Complex
 Belvidere, IL - Recreation Center
 Bettendorf, IA – Aquatics & Recreation Center
 Brooklyn Center, MN - Community Aquatics Center
 Buckeye, AZ - Sports Facility & Academy
 Castle Rock, CO – Recreation/Sports Complex
 Chicago, IL – Chicago Park District Multiple Studies
 Cincinnati, OH – Regional Sports Analysis
 Clay County, FL - Great Wolf Lodge & Sports Complex
 Collier County, FL - Tournament Sports Complex
 Curry County, NM - Sports and Rec Complex
 Danville, VA – Youth Sports Complex
 Dublin, OH - Tournament Sports Complex
 DuPont, WA – Sports Complex Analysis
 Elkhart, IN – Rugby Fields
 Elkhart, IN – Youth Sports Complex
 Elmhurst, IL – Multipurpose Indoor Sports
 Fishers, IN – Youth Sports Complex & Hockey Arena
 Floyd County, IN - Sports Facility Needs
 Fort Collins, CO – Sports Facility Needs
 Garden City, KS - Ice Arena & Rec Center
 Genesee County, MI - Youth Sports Complex
 Grand Rapids, MI – Sports Facility Needs
 Greeley, CO - Youth Sports Complex
 Green Bay, WI - Multi-Use Sports Complex
 Gulf Shores, AL – Sports Facility Needs
 Henderson, KY – Recreation/Sports Complex
 Holland Charter Township, MI – Recreation Center
 Indianapolis, IN – Youth Sports Complex
 Irvine, CA – Great Park Sports Complex
 Jefferson Parish, LA – Youth Sports Complex
 Joliet, IL – Huskies Hockey Arena
 Kane County, IL – Cross Country Track
 La Vista, NE – Aquatic Facility & Youth Sports Complex
 Lacey, WA – Indoor Sports Facility Feasibility
 Laconia, NH - Outdoor Sports Complex
 Lakeville, IN - Newton Park Sports Complex Expansion
 Lexington, KY – Youth Sports Facility
 Medfield, MA – Parks & Recreation Needs
 Monroe, MI – Arena Reuse Multi-Sport Facility
 Morehead, KY – Recreation Facility
 Newnan, GA – Youth Sports Complex
 North Las Vegas, NV - Youth Sports Complex
 Oconomowoc, WI - Indoor Sports Complex
 Oldham County, KY - Sports Complex
 Orange County, FL – Indoor Sports Complex
 Osceola County, FL – Sports Facility Needs
 Overland Park, KS - Indoor Sports Complex
 Palatine, IL – Park District Facility Needs
 Phoenix, AZ - Indoor Sports Complex & Hotel
 Pierce County, WA - Sports Event Analysis
 Portland, OR - Portland Expo Youth Sports Reuse
 Pueblo, CO Sports & Recreation Facility
 Puerto Rico - Outdoor Sports Complex
 Pulaski Co, MO - Indoor/Outdoor Sports Complex
 Rancho Santa Margarita, CA – Sports Facility
 Rockford, IL – UW Health Sports Factory
 Saginaw, MI – Youth Sportsplex
 Seminole County, FL - Sports Complex
 Snohomish County, WA – Sports Complex
 Stoughton, WI - Indoor Sports Complex
 Volusia Co, FL - Sports Complex, BMX & Motocross
 Waco, TX - Ballfields and Sports Tourism Assessment
 Warren County, OH - Sports Campus Viability
 Wasco County, OR - Youth Sports Needs Assessment
 Westfield, IN – Grand Park Sportsplex
 West Cook, IL - YMCA Redevelopment
 West Lafayette, IN – Indoor Recreation & Aquatics
 Williamson County, TN – Youth & Amateur Sports
 Windsor, CO - Baseball Stadium & Sports Complex
 Windsor, ON – Sports Complex





Athletic Fields Usage Agreements & Sports Tourism Study

Waco, Texas

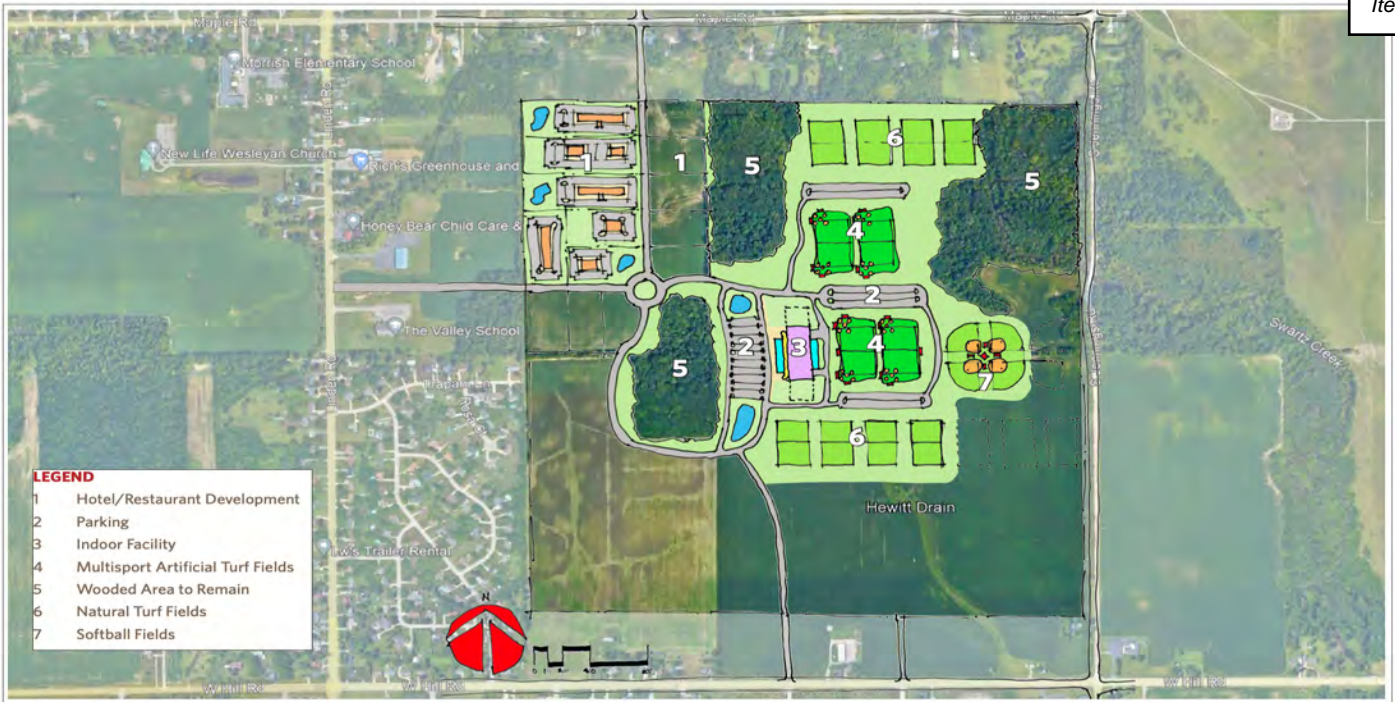
Hunden Partners was engaged by the City of Waco to complete a city-wide comprehensive assessment of athletic facilities and use agreements in Waco, Texas. The Hunden Team, including Convergence Design and Legacy Sports Group, is in the process of completing an overall analysis of the current inventory, conditions, capacity and use agreements for existing Waco athletic fields, as well as market demand and opportunity analysis for additional indoor and outdoor facilities. The goal of the study was to produce a guide for future usage, field and/or other facility development, and improvements that will allow Waco to operate at a competitive level in the sports tourism industry.

The City of Waco and the City Parks and Recreation Department desires to offer ballfields and programming that meet the needs of residents and visitors, as well as compete on a local, regional and national level for sports tourism economic development. Waco has a variety of existing ballfields used by participants in city-operated activities, private sports providers, and school districts for recreation, competitive and travel/tournament competition levels, all of which are to be addressed from an operational standpoint during Phase 1 of the analysis.

The Hunden Team evaluated strengths, weaknesses, opportunities and threats related to ballfields and other indoor and outdoor sports. Hunden identified trends, analyzed comparative use agreements, and developed strategic goals and priorities for future success. Both Phases of the process included interviews with city and county officials, community stakeholders, sports clubs, and organizations to understand the existing demand and usage for programs and fields, the current supply and the gaps between the two. By the end of Phase 1, Hunden provided recommendations for improvement, usage, and use agreement structures. Phase 2 concluded with additional recommendations for expanding opportunities for sports tourism, including new facility opportunities.

Client: City of Waco

Time Period: 2023 - 2024



Genesee County Sports Complex



Airport Site Concept | Phase 2

June 2022

Indoor/Outdoor Sports Complex Market, Financial Feasibility & Economic Impact Study

Genesee County, Michigan

Hunden Partners, along with architects at Convergence Design and facility programming operations expert HB Brantley, was engaged by Genesee County to conduct a full financial feasibility study of the sports market opportunity for a new indoor or outdoor sports complex. The goal of the study was to determine if renovations to current facilities were sufficient to meet youth sports industry demand or if new facilities should be built, and what opportunities may exist for a new complex to regularly host regional, sub-regional, or national tournaments.

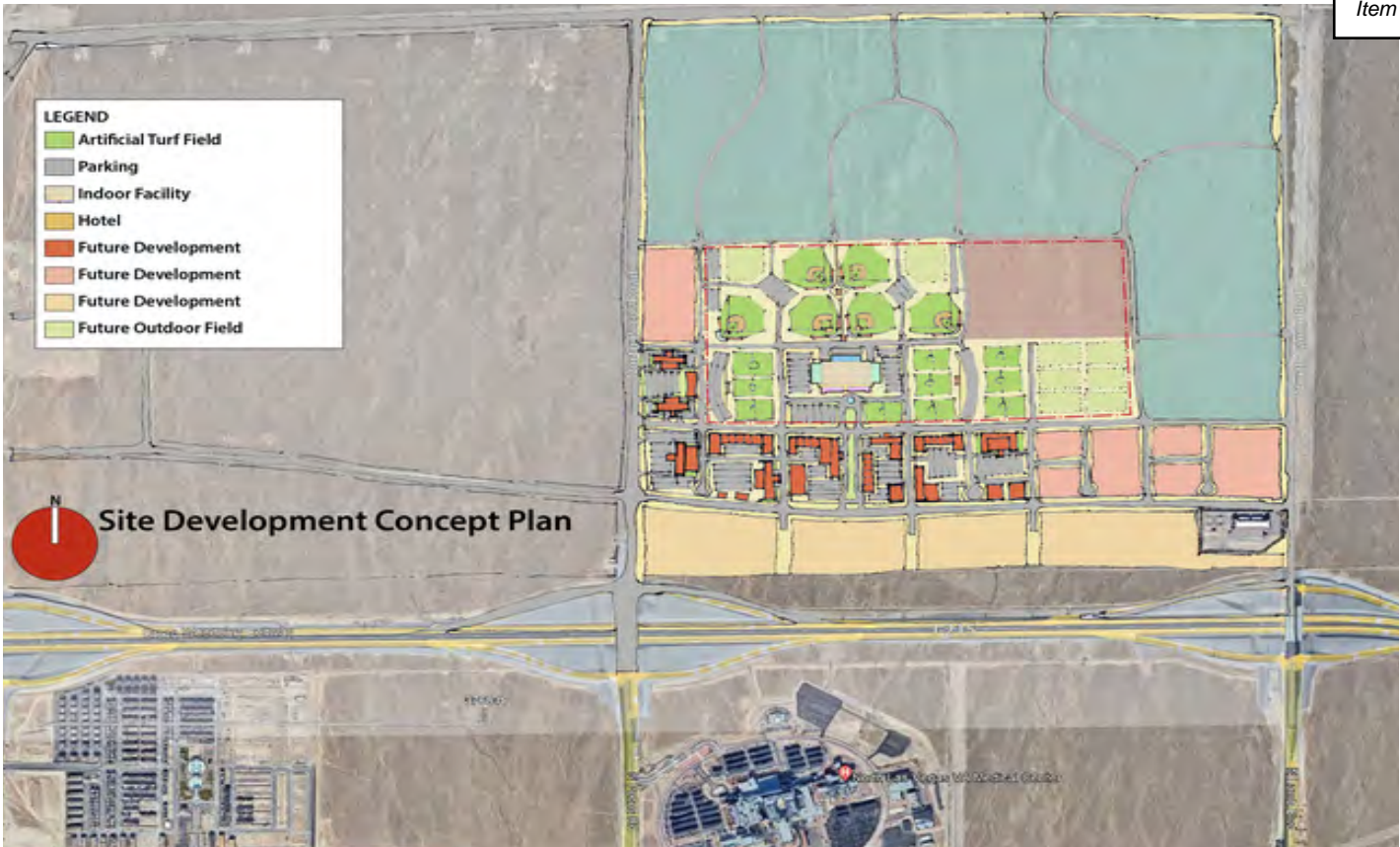
For this study, Hunden focused on Genesee County’s location as part of Metro Detroit, its demographic and socioeconomic characteristics, and its presence as an economic center of activity and destination for sports tourism visitors.

Hunden provided a full market analysis and developed recommendations and a financial plan for sustainable operations of the facility. Based on the study findings, Hunden provided detailed programmatic goals, layouts, and concept drawings related to the recommended complex:

- A phased construction approach for a new indoor & outdoor complex to include indoor courts, full-sized multi-purpose turf fields, and softball/baseball diamonds,
- Recommendations for future expansion of the complex as more resources become available to the County, including additional fields to attract regional/statewide tournaments, and
- Complex that balances the needs of local, resident users with those of traveling teams, tournaments, and visitors for a regional sport destination.

Client: Genesee County

Time Period: 2022



Indoor/Outdoor Sports Tournament Complex Study

North Las Vegas, Nevada

The Hunden Partners Team, along with sports facility architect partner Convergence Design, was engaged by the City of North Las Vegas (City) to conduct a market demand, financial feasibility, and economic impact study for a new sports tournament facility (Project) in North Las Vegas, Nevada. The goal of the Project is to strengthen and diversify the area’s tourism base, creating a more robust economy through regional and national tournament attractions, as well as provide the local and regional community with market-supported sports development and programming.

North Las Vegas is a suburban city in Clark County, Nevada, in the Las Vegas Valley. It is the fourth most populous city in the state. In spite of its robust population, the City does not have facilities capable of accommodating demand from existing local sports leagues, not to mention regional or national users.

Hunden’s analysis found substantial demand for indoor and outdoor sports facilities, and concluded with recommendations for a phased complex buildout, beginning with development of ten indoor courts, seating for 1,000, four turf multi-sport fields, 15,000 square feet of commercial space, and 15,000 square feet of leasable medical tenant space. Phase II of the recommended Project buildout includes the addition of six multi-sport turf fields and six baseball/softball diamonds with seating for 450 spectators. Hunden’s analysis emphasized the necessity of competitive support amenities, as such features are often the determining factor in attracting overnight visitors and major tournament organizers.

Client: City of North Las Vegas **Time Period:** 2023 - 2024



Grand Park Feasibility & TIF Analysis; Area Master Plan

Westfield, Indiana

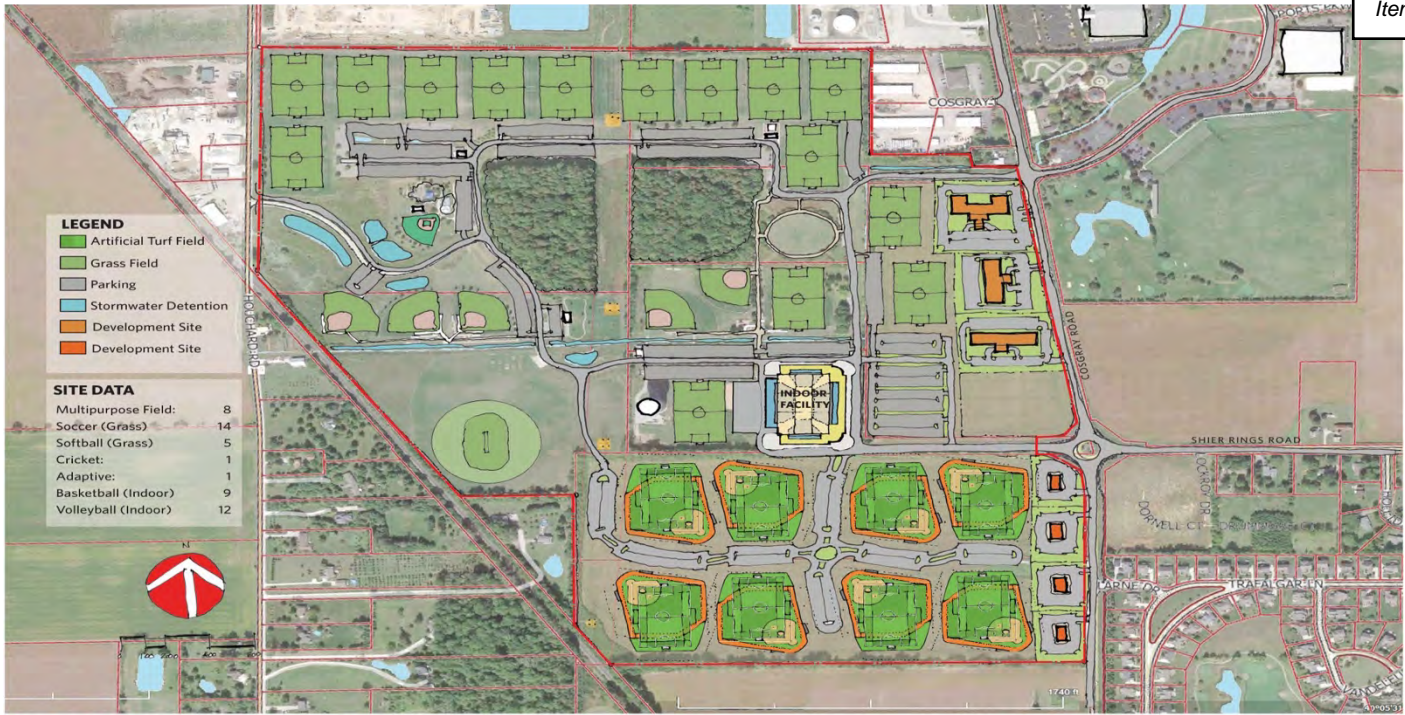
Hunden worked with the City of Westfield to analyze two related projects. The first was a feasibility and economic impact study of the proposed Grand Park sportsplex. The second study was a TIF funding analysis of the several square miles surrounding the sportsplex. These analyses included a detailed competitive supply and demand analysis, business plan review, tournament market analysis, room night projection, analysis of funding options that included TIF projections, trends analysis for the youth sports industry, a competitive assessment of comparable facilities and demand and financial projections for the complex.

Grad Park is a full-service tournament facility, with sports fields to accommodate local and traveling league play. The 400-acre complex consists of a full range of championship-level playing fields, including: 26 baseball and softball diamonds, 32 additional fields for lacrosse, rugby and field hockey and three indoor sports facilities to accommodate year-round activity, tournaments and events. The facility is one of the largest and most successful in the country, outperforming Hunden's initial performance projections.

In 2024, Hunden, including architects from Perkins&Will and urban design experts from MKSK Studios, were further engaged by Hamilton County Tourism (HCT) and the City of Westfield to complete an area-wide master plan for future destination development surrounding the existing Grand Park sports complex. The area-wide master plan provides a multi-phased recommendations for buildout in the first 1-3 years (Phase I), 3-7 years (Phase II), and 7-10 years (Phase III). After conducting market research, the Team prepared a financial analysis for the proposed components of the Grand Park District. The funding sources and methods for execution of the project were analyzed based on the project's ability to provide a return on investment for the public sector.

Client: City of Westfield

Time Period: 2011; 2024



Darree Fields Tournament Sports Complex Market, Financial Feasibility & Economic Impact Study

Dublin, Ohio

Hunden Partners, along with architects at Convergence Design, was engaged to conduct a sports market demand, financial feasibility, and economic impact study related to future development and programming at Darree Fields. Hunden analyzed the existing state of Darree Fields for its possible future development and programming, with the vision for the Project being a vibrant sports-tournament development that will induce year-round visitation to the city.

Along with serving as the home of the Art in Public Places Project, "Going, going...Gone!" Darree Fields offers 151 acres of amenities for sports, recreation and cultural uses and programming. Hunden's analysis determined a need in the Dublin area for an indoor and outdoor youth sports complex. Hunden's full build-out recommendations were as follows:

- 8 full-size multi-purpose lighted turf fields,
- 14 grass multi-purpose lighted turf fields,
- 5 grass softball diamonds, and
- 9 hardwood basketball courts (12 volleyball).

Hunden's completed study determined the financial feasibility and economic impact of further development of the site, including a phased build-out program for the above recommendations.

Client: Visit Dublin

Time Period: 2022



Sports Facility Financial Feasibility & Pro Forma Study

Seminole County, Florida

Hunden Partners, along with architects at Convergence Design, was engaged to conduct a financial feasibility and pro forma study related to a conceptualized 180,000-square foot multi-sports complex. Hunden determined the market demand for sports and events, programming options, similar case studies, construction and operational cost projections, and funding options, especially as they relate to the proposed complex.

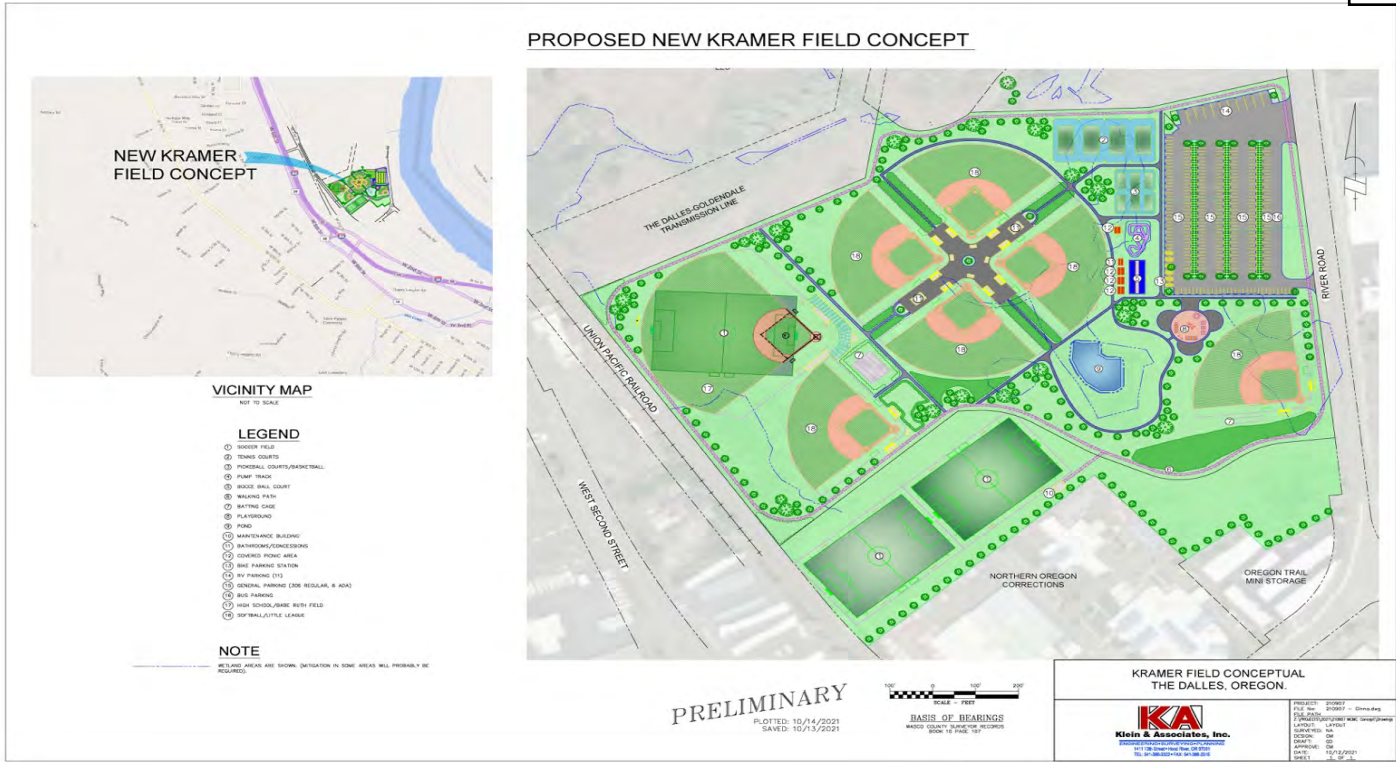
After reviewing the project concept and business plan for the complex, including layout, current proposed programming, demand sources, and financial projections, Hunden's preliminary recommendations for the complex determined demand for 9 hardwood basketball courts with the ability to configure into 18 volleyball courts. Included in the 9-court recommendation is a championship style court with retractable seating for spectators.

Onsite amenities are the key to success for the longevity of this type of facility and will contribute to its ability to become a tournament destination. By establishing additional amenities, non-sporting events could be hosted at the facility as needed.

Hunden ultimately determined a strong need for a high-quality indoor sports facility in the Seminole County area, with strong destination appeal and an existing weak supply in the greater Florida marketplace giving the complex a favorable outlook.

Client: Seminole County

Time Period: 2022-2023



The Dalles/ Wasco County Regional Sports & Event Complex Market & Financial Feasibility Study

The Dalles & Wasco County, Washington

Hunden Partners was engaged by Stantec Consulting Services on behalf of the City of The Dalles and Wasco County to conduct a study that aims at identifying the supply/demand for sports/recreation in the City of The Dalles and Wasco County; how the city and county stack up to surrounding communities in the regional market; and finally, based on this analysis, drawing impactful conclusions that identify where strong opportunities lie to take the city and county to the next level as a destination for sports and recreation.

The project under study, Kramer Field, was conceptualized to include 3 soccer fields, 7 baseball diamonds, 6 pickleball courts, 4 tennis courts, bocce ball court, walking path, playground, pond, picnic area, and parking on a either a 150+/- acre site or a 30+/- acre site. The illustration above was by developed by Klein & Associates, Inc. for Wasco County. The purpose of the study is to provide the Client with a comprehensive assessment of the current market demand, future opportunity, and the needs/gaps for indoor and outdoor sports facilities for both residents and regional sports tourism.

Hunden reviewed the project as planned and conducted a market opportunity analysis for tournament sports. Hunden also provided prescriptive market-based recommendations for the project site. Finally, Hunden is creating demand, financial and economic impact projections for the recommended scenarios.

Client: Stantec/City of The Dalles/Wasco County **Time Period:** 2023 – 2024



Scenario 1

Max Tournaments & Local Utilization

Program Summary

- Existing Expo Halls D&E
- Temporary Outdoor Events / Cirque Du Soleil Repurpose of Historical Hall Materials

New Sports Facilities (Indoor)	310,440 SF
Community Ice (2 Ice Sheets)	78,000 SF
Combined Track & Court (9 BB, 18 VB)	98,640 SF
Indoor Turf - Fieldhouse	133,800 SF
On-Site Amenities (Phase 1)	98,420 SF*
Athletic and Entertainment Center	78,470 SF*
Fitness/Training	12,000 SF
Sports Medicine	3,000 SF
Meeting Space/Classrooms	6,000 SF
Offices	8,000 SF
Family Entertainment Center	20,000 SF
Food & Beverage (P1 F&B)	10,000 SF
Memorial Museum	15,000 SF
Memorial Museum/Exhibit	15,000 SF
On-Site Amenities (Phase 2)	138,000 SF
Hotel 1	120-Keys / 54,000 SF
Hotel 2	120-Keys / 54,000 SF
Food & Beverage (P2 F&B)	30,000 SF

*Subtotal plus Grossing Factor

Expo Future-Use Sports & Events Project Study

Portland, Oregon

Hunden Partners Team was engaged by Metro (Client) to conduct a market demand and financial feasibility study to examine the highest and best use of the Portland Expo Center (PEC or Expo) campus and how it may best pivot operations, either through renovation or redevelopment, into a community-centric venue for amateur, professional and recreational sports (Project). The Team includes Rowe Consulting Group, LLC., Cascadia Partners, a Portland-based planning and consulting firm, Perkins & Will, and Sports Facilities Company.

The PEC, originally built in the early 1920s, is a 53-acre campus located on the north side of Portland near Vancouver, Washington. Managed by Metro, the PEC features five inter-connected exhibit halls, Halls A - E, totaling more than 333,000 square feet. The site is adjacent to a number of popular sports facilities and attractions and the northern terminus for the Yellow Line of Portland's light-rail transit system, as well as has connections to TriMet Bus Line 11-Rivergate/Marine Drive. For more than 100 years, Expo has served as Portland's gathering place, attracting nearly 500,000 visitors per year and more than 100 events.

The history of the Expo Future Project has its roots in Hunden's 2014 expansion feasibility study and then progressed through a Development Opportunity Study (DOS) prepared in 2019 by Cascadia Partners, a community engagement process in 2020/2021, an RFEI process in 2022, and adoption of the community-driven Guiding Principles. The Team's analysis addressed sports tourism and entertainment national and regional market trends, development and facility cost estimates and savings, demand and financial projections, economic, fiscal, and employment impact analysis, and funding options.

Client: Metro

Time Period: 2023 - Present



Juday Creek Athletic Sports Complex Feasibility Study & Developer Solicitation Process

South Bend- Mishawaka, Indiana

Hunden Partners worked with Visit South Bend Mishawaka (VSBM) to study the need and opportunity for the development of a multi-purpose indoor and/or outdoor youth athletic complex.

Hunden performed a market assessment, revenue projections and operation costs for the project. The analysis also included a comprehensive market analysis for various sports and facilities to determine the local need as well as any potential opportunity to host tournaments. Hunden determined the potential funding for a sports facility in South Bend-Mishawaka. The study profiled existing and new youth and/or adult sports facilities in the local and regional area in order to understand the current demand, future uses and the economic impact and feasibility of recommendations.

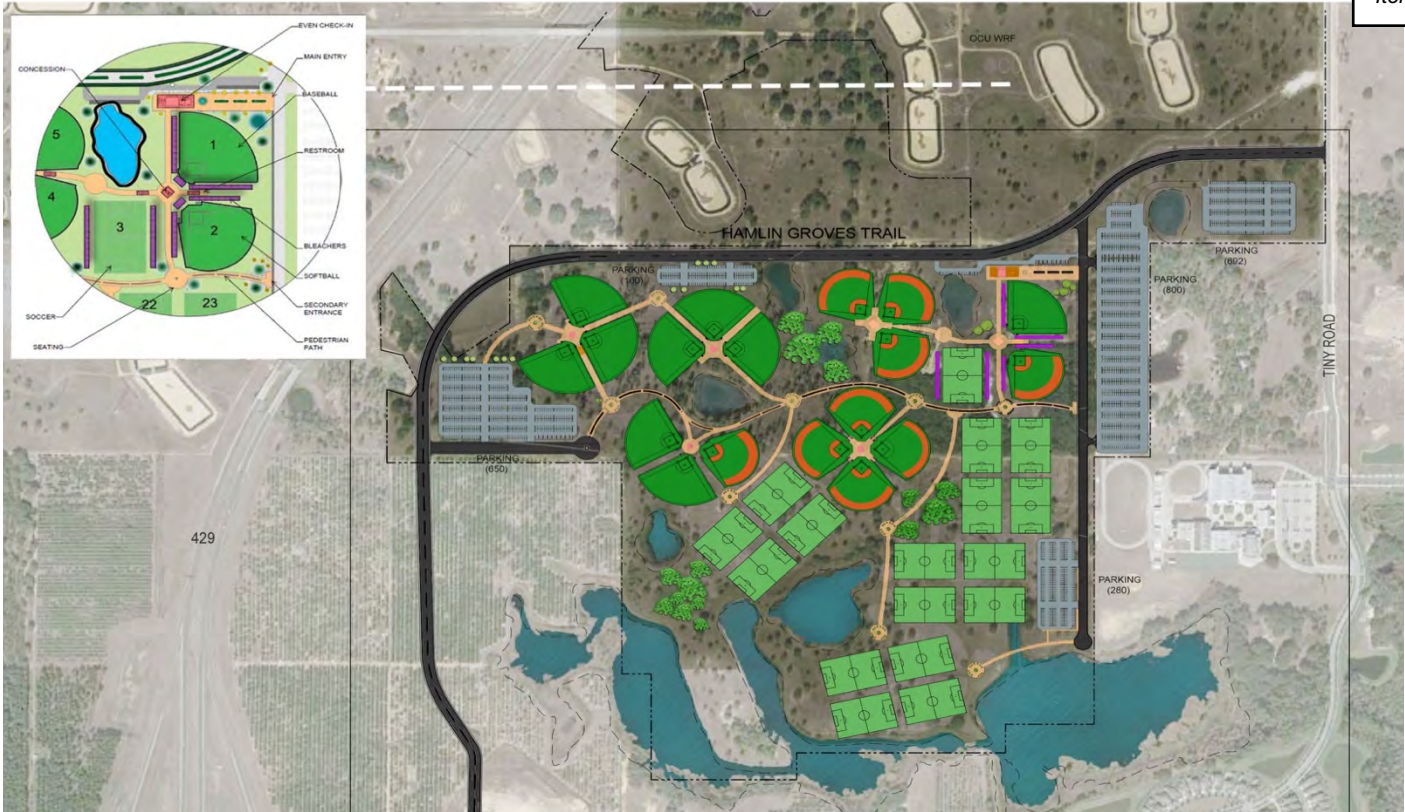
The goal of the study was to determine how a sports facility could best serve the community by providing an improved quality of life, hotel stays, new jobs and economic impact. Hunden researched the physical and budgetary challenges VSBM faced in embarking upon the construction and management of recommended facilities.

Further assistance included a Request for Expressions of Interest (RFI) Process. We assisted VSBM in locating interested operators, programming, and funding through this process. Hunden also conducted a review of governance structures and management options for the new facility.

The 350,000 square foot multipurpose indoor athletic facility (including 8 courts for volleyball and basketball and 2 turf field for indoor soccer and baseball) broke ground in 2022.

Client: Visit South Bend Mishawaka

Time Period: 2015 - 2018



Youth Sportsplex Market & Feasibility Study

Orange County, Florida

Hunden Partners was engaged by Orange County, Florida, to study the need and opportunity for the development of a multi-purpose indoor and/or outdoor youth athletic complex.

Hunden performed a market assessment, revenue projections and operation costs for the project. The analysis also included a comprehensive market analysis for various sports and facilities to determine the local need as well as any potential opportunity to host tournaments. A review of competitive and comparable sports facilities in the area as well as across the country was conducted to determine if there is enough excess demand that a new facility in Orange County could attract.

Hunden also completed three demand and financial projection scenarios for the proposed complex, including a multi-venue complex as well as two sport specific scenarios.

The County was interested in understanding how a sports facility could best serve the community by providing an improved quality of life, hotel stays, new jobs and economic impact. Hunden helped Orange County understand the physical and budgetary challenges it faced in embarking upon the construction and management of this type of facility.

Client: Orange County

Time Period: 2014 - 2015



Indoor/Outdoor Tournament Complex Feasibility

Williamson County, Tennessee

Hunden Partners worked with the Williamson County Convention and Visitors Bureau to determine the market demand, financial feasibility and economic impact of a potential youth and amateur multisport complex to be located in Williamson County. Hunden looked at both indoor sports opportunities, as well as outdoor fields. Due to the closure of a major indoor facility by private owners, the community experienced a decline in youth sports tournament impact. This loss of impact was measurable and supported the notion that youth sports has a very real and positive impact on the local economy.

Williamson County has grown to become a popular destination for youth and amateur sports teams and events both regionally and nationally. Some of this popularity stems from the County's location and access to much of the country, as well as its climate and adjacency to Nashville. The Hunden Team explored what kind of sports should be targeted as well as the optimum number of sports facilities the County should construct for year-round use.

Hunden made recommendations for indoor and outdoor developments. Hunden worked with design firm Sink Combs Dethlefs to develop recommended layouts and programs for the indoor and outdoor facilities, then produced demand and financial models, as well as attendance and economic, fiscal and employment impact models to show how well the projects would perform.

Client: Williamson County CVB

Dates: 2016 - 2017



Sports Facilities Market Demand & Feasibility Study

Gulf Shores, Alabama

Hunden Partners worked with the Gulf Shores & Orange Beach Sports Commission to assess the market demand and financial feasibility of a new and/or enhanced sports and related facilities, to meet the current and future needs of the community, support athletic programs and generate recreation spending. The purpose of the study was to determine the market opportunity in Gulf Shores and Orange Beach (GSOB) for a new multisport complex or a renovation and improvement of existing facilities. The study analyzed existing and competitive facilities in the local, state and regional markets to identify gaps in quality and supply. Hunden also identified and studied similar public and private examples of athletic facilities from around the nation that would likely not be directly competitive.

The demand analysis of this study included an assessment of how the climate, existing facilities and access issues impact the opportunity for GSOB to leverage its existing strengths and expand its sports offerings. The analysis covered tournaments and indoor and outdoor sports.

The findings indicated that there was demand and opportunity for a new multi-sport venue for indoor and outdoor events. Although there was demand and opportunity for both indoor and outdoor facilities, an indoor facility was recommended as a higher priority. Given the quality and capacity of the recommended new facility, inducing major new regional tournaments should be highly achievable. In addition, the study included a recommendation for an outdoor sports facility as a phase II development.

Client: Gulf Shores & Orange Beach Sports Commission **Time Period:** 2017



hunden partners



Scope of Work

Hunden's work process is proposed as follows:

- Task 1 – Kickoff and Project Orientation
- Task 2 – Economic, Demographic and Tourism Analysis
- Task 3 – Local and Regional Indoor and Outdoor Sports Market Analysis
- Task 4 – Tournament Opportunity Analysis
- Task 5 – Support Amenities Analysis
- Task 6 – Case Studies and Best Practices
- Task 7 – Recommendations
- Task 8 – Demand and Financial Projections
- Task 9 – Economic, Fiscal and Employment Impact Analysis

Task 1: Kickoff and Project Orientation

The kickoff will be attended by members of the Hunden team, City officials, and the Client to confirm the goals of the study and other contextual issues related to the Project. Hunden will:

- Obtain information and data from NAVIS Consulting, the Bastrop Economic Development Corporation, relevant county and city departments and their respective support staffs, and any other organizations that the Client deems appropriate.
- Tour Bastrop, along with the proposed Project site, local sports facilities and their surrounding demand generators, interview stakeholders from a variety of local private and public organizations and perform fieldwork as appropriate.
- Gather and analyze background data related to the Project and any previously completed studies, as available and appropriate.
- Gather and review available economic, demographic and financial data.

Hunden will collaborate with the Client to plan the kickoff trip and orientation efforts to ensure proper stakeholder engagement and outreach efforts.

Task 2: Economic, Demographic and Tourism Analysis

Hunden will evaluate the Bastrop market as an economic center of activity as well as a destination for visitors, especially as it relates to sports facilities, tournaments and events. This analysis will provide a realistic assessment of the area's strengths, weaknesses, opportunities and threats (SWOT). Among the data gathered and analyzed will be:

- Geographic attributes, accessibility, and transportation links,
- Trends in population growth and income,

- Corporate presence, major employers and any significant recent or likely future changes,
- Education levels, and
- Tourism attractions, especially those popular with families.

Hunden utilizes the latest market data, visitor origin data, demographic data, psychographic data and other resources to determine a comprehensive view of your marketplace.

Task 3: Local and Regional Indoor and Outdoor Sports Market Analysis

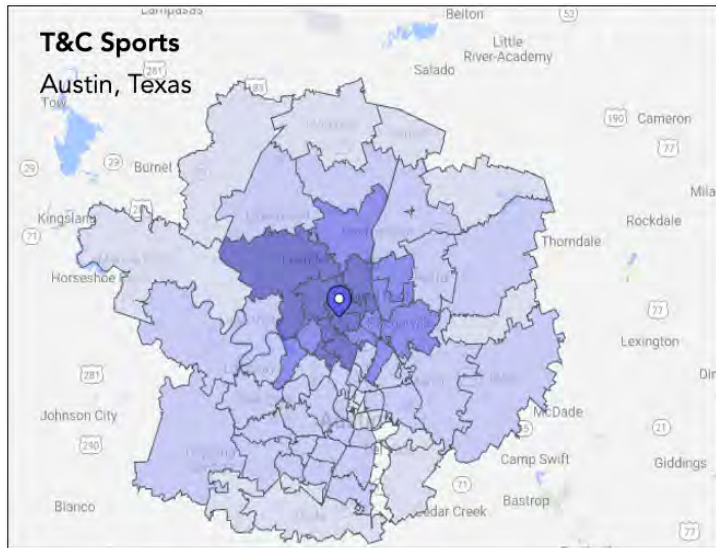
Local Competitive Market. Hunden will detail the existing offerings for sports facilities in the competitive local markets and their suitability for tournament and league play. Hunden's output will show how many visitors frequent the relevant local and regional facilities and where the facilities draw attendees from in order to assess utilization and gaps in the market.

Hunden will compile a supply and demand matrix that will identify whether the current inventory of facilities in the local Bastrop market and/or greater region is adequate for each sport/facility type studied.

Regional Competitive Market. Many of the likely events that could occur at a new sports complex will be from around the region. In order to understand the competitive situation in which the community finds themselves, the regional competitive sports facilities will be profiled and analyzed. Hunden will analyze and document the following conditions, as available and appropriate:

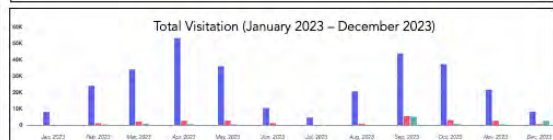
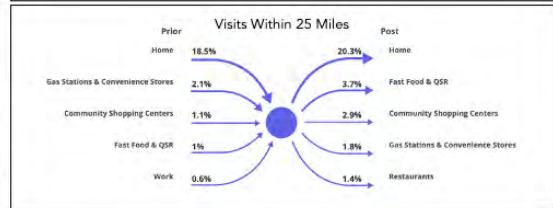
- Site and facility layout.
- Capacity,
- User and attendee counts, including local vs. out-of-town,
- Event types,
- Type of sports usage,
- Utilization times,
- Rental rates,
- Growth characteristics,
- Amenities, and
- Unique characteristics.

Hunden will utilize **geofencing research technology** to gather visitation and performance data for the relevant competitive sports complexes. This research output can show how many visitors frequent the facilities (and on dates when there is a large tournament) and where the facilities draw attendees from. Hunden can also use this tool to gather demographic and socio-economic data to understand the current market reality in the area and the surrounding region. The following figures provide a high-level illustration of just some of the type of visitation data we can gather with this tool.



Visitor Origins by Distance from Site	Total Visits		Total Unique Customers		Avg. Visits per Customer
	Est. Number of Visits	Percent of Total Visits	Est. Number of Customers	Percent of Total Customers	
Locals - Within 25 miles	303,300	89%	52,800	74%	5.74
Regional Distance - Between 25 and 100 miles	23,800	7%	11,600	16%	2.05
Long Distance only - Over 100 miles	12,000	4%	5,700	9%	1.79
Total Visits	339,100	100%	71,100	100%	4.77

Source: Floor.ai



The regional competitive sports facilities analysis will provide a sense of strengths and weaknesses, as well as opportunities and threats. With so many communities embarking on youth and amateur sports facilities, it is important to understand how the elite teams and leagues operate, how they determine where to host events, and where they choose to play. This analysis will answer both the competitive supply question and the regional demand question.

Demand Interviews. Conducting demand interviews is one of the methods that Hunden uses to determine existing participation data, rental rates and costs for facilities in the city and the competitive regional marketplace, and other key datapoints to identify gaps and determine recommendations. These interviews will help determine what teams, leagues, and tournaments are likely to come to Bastrop and under what conditions.

Task 4: Tournament Opportunity Analysis

Of critical importance to this Project is the potential for economic and fiscal impact from the inducement of events from national and regional tournaments. Just like local and small regional tournaments, super-regional and national tournaments can generate significant visitation, spending, room nights and other positive impacts to a community and can even support the development of other real estate uses if enough consistent local and non-local demand occurs onsite. Participants and their families come from farther distances and therefore must spend the night, unlike those from the region that may be “daytrippers.”

Tournament Demand Interviews. Hunden will conduct interviews with tournament directors, leagues, school district representatives, management at competitive facilities and others who are likely to use the facilities. These interviews will help determine what teams, leagues, and tournaments are likely to come to the facility and under what conditions. Demand interviews will lead to implications of the facility program.

Task 5: Support Amenities Analysis

Hunden understands that attracting more tournaments through new sports facilities should include capturing more hotel room nights and spending from the visiting teams and families. As such, the market needs to have enough quality hotels to capture the demand. To the extent that some hotels are located outside of the city limits, the return on the investment for the Project will not be limited to the city. As such, Hunden will analyze the existing local hotel, retail, and restaurant supply at a high level.

Hotel. The analysis will determine proximate quality room count, as well as the community-wide room count, for hotels in the nearby area, to understand what impact from a new sports facility and programming can be captured in the city limits – and the implications for more hotels to be developed in the community.

The analysis will include tracking of occupancy, monthly room night demand, average daily rate (ADR), and Revenue per Available Room (RevPAR), and performance by year, month, day of week, unaccommodated demand and demand type/market mix. Hunden will include data showing local room occupancy, average daily rate, and Rev/Par for the last six years.

Restaurant/Retail. Hunden will also profile, map, and discuss the pros and cons of retail and restaurant nodes and how their proximity to the proposed site enhance or detract from the Project's success.

Task 6: Case Studies and Best Practices

Hunden will provide case study profiles of comparable indoor and outdoor sports complexes and discuss implications and lessons learned. Hunden will gather details on what these projects offer and profile them accordingly. Profiles will include interviews with management and data collection via Placer.ai. These facilities will be profiled, and implications discussed. Insight and best practices from these facilities will assist in identifying critical components of these types of complexes that can then be implemented into the recommendations, as appropriate.

Best Practices. Hunden believes that a career's worth of experience should result in wisdom and best practices for our clients. We gather these and share them with our clients.

Task 7: Recommendations

Hunden will provide recommendations for a new sports facility in Bastrop, including size, program, amenities, quality, and other key elements. The recommendations will consider the results of all the prior tasks, which will point toward logical conclusions regarding every aspect of the Project.

The recommendations may support or modify the size, scope and use of the facilities depending upon many factors, including input from the Client. The recommendations for the sports complex may include:

- All physical programmed areas by use and size – indoor and/or outdoor facilities, courts, fields, etc.,
- Optimal sports uses, programming and events,
- Parking needs,
- Amenities,
- Optimal site parameters, and
- Others, as appropriate.

Task 8: Demand and Financial Projections

Event/Demand Projections. Hunden will make projections for demand for events and uses at the proposed Project. These will be projected for a period of ten years. Projections will include demand by type of event/tournament, average attendance for each type and total attendance by type.

Estimated Operating Financials. Based on the projection of demand and a number of assumptions regarding rental rates, fees, concession per-capita revenues and others, Hunden will prepare a financial projection for the recommended Project. This will include operation and maintenance costs which will influence the anticipated return on investment projections.

This financial analysis will include the following:

- **Estimated line-item revenues for ten years of operations.** Expenses directly related to the development will also be projected for the period. The demand profile, experience with similar developments and data from existing courses will be used to model the operating revenues and costs of the new developments and will be incorporated into the business plan. The model will generate a pro forma operating statement that will include revenue and expense items, including the following:
 - Revenues: rental rates, ticket sales, fees, food and beverage, parking and other income as relevant,
 - Direct operating expenses: wages and salaries, contract services, utilities, maintenance and repair, supplies and other expenses, and
 - Unallocated expenses: employee benefits, advertising and promotion, general and administrative, professional services, insurance and other expenses.

As stated above, the financials will be presented in a line-item by line-item basis, which will lead to estimates of net operating income or loss. Based on the operating loss or profit, there will be either funds remaining for debt service or there will be a requirement for ongoing operating support by the public.

Task 9: Economic, Fiscal and Employment Impact Analysis

Hunden will conduct an economic, fiscal and employment impact analysis and prepare an impact model to determine the direct, indirect, and induced impacts, including the tax revenues that are generated by the Project.

Based on the above analysis, a projection of net new direct spending will be tabulated. New spending is that spending that is new to the community as visitors come to Bastrop and the surrounding area due to an event, spend the night or otherwise spend time or money in the area. Hunden will analyze the spending by residents (transfer spending) and discuss the amount that is recaptured. For example, due to the existence of activity generated by events, economic activity occurs as residents pass up opportunities to leave the area to spend money. Instead of going to an event in another area, the event keeps their spending within the area. This is considered recaptured demand. The net new and recaptured direct spending is considered to be the **Direct Impacts**.

From the direct spending figures, further impact analyses will be completed, including:

- **Indirect Impacts** are the supply of goods and services resulting from the initial direct spending. For example, a new resident's direct expenditure on retail causes the store to purchase goods and other items from suppliers. The portion of these purchases that are within the local economy is considered an indirect economic impact.
- **Induced Impacts** embody the change in local spending due to the personal expenditures by employees whose incomes are affected by direct and indirect spending. For example, a waitress at a restaurant may have more personal income because of the new spending. The amount of the increased income that the employee spends in the area is considered induced impact.
- **Fiscal Impacts** represent the incremental tax revenue collected by the City due to the net new economic activity related to a development. The fiscal impact represents the government's share of total economic benefit. There will be distinct tax impacts for each governmental entity. Fiscal impacts provide an offset to the potential public expenditures required to induce the development of the Project. Hunden will identify the taxes affected and conduct an analysis of the impact on these accounts and governmental units.
- **Employment Impacts** include the incremental employment provided not only onsite, but due to the spending associated with the Project. For example, the direct, indirect, and induced impacts generate spending, support new and ongoing businesses, and ultimately result in ongoing employment for citizens. Hunden will show the number of ongoing jobs supported by the project and provide the resulting income and income taxes generated.

Hunden uses one of the industry's most relied upon multiplier models, IMPLAN. This input-output model estimates the indirect and induced impacts, as well as employment impacts, based on the local economy. An input-output model generally describes the commodities and income that normally flow through the various sectors of the economy. The indirect and induced expenditure, payroll and employment result from the estimated changes in the flow of income and goods caused

by the projected direct impacts. The model data are available by various jurisdictional levels, including counties.

Touchpoints and Deliverables

- **Kickoff Organizing Call** – Once the administrative engagement paperwork process is complete, Hunden will schedule an initial kickoff organizing call/Zoom with the Client team for introductions and to schedule the in-person site visit, tours, and meetings. Hunden will send a kickoff memo outlining requests for data, scheduling arrangements, and key contact information.
- **Site Visit/Local Discovery** – Members of the Hunden key personnel team will travel to Bastrop to conduct an in-person kickoff trip with the Client, including stakeholder meetings and interviews, a site tour, and tours of surrounding demand generators.
- **Circle Back Call** – After the kickoff trip, Hunden will schedule a ‘circle-back call’ with the Client to wrap up data requests and any outstanding discovery phase items.
- **Check-In Calls** – Throughout the market research tasks, Hunden can schedule check-in calls with the Client to ensure timely forward direction through the study process.
- **Market Findings Presentation (Deliverable)** – At the conclusion of Task 7, Hunden will present a PowerPoint-style deliverable of market findings electronically to the Client. This will include our recommendations and scenarios as appropriate.
- **Draft Analysis (Deliverable)** – Hunden will complete all financial and impact modeling elements of the scope of work and compile the results into a PowerPoint-style draft analysis, which will be presented to the Client electronically for review and comment.
- **Final Analysis (Deliverable)** – After receiving comments from the Client on the draft analysis, Hunden will issue its final PowerPoint-style analysis.

Timing

Hunden proposes the following timing estimates for each distinct deliverable:

- Market Findings – approximately eight weeks after the following has occurred: contract authorization, receipt of initial kickoff payment, completion of in-person site visit, and receipt of all requested data
- Draft Analysis – approximately three to four weeks after delivery of Market Findings
- Final Analysis – approximately two to three weeks after receiving Client comments on the draft

Hunden Partners expects the overall timeline to be approximately 12-14 weeks, assuming prompt Client responses, reviews and availability.

Fees

Hunden Partners proposes to complete the outlined scope of work for a lump-sum fee of **\$60,000**, inclusive of research and travel expenses for one (1) trip to Bastrop for the kickoff site visit/stakeholder engagement session. Any additional travel will be billed at cost.

Hunden proposes to bill the Client according to the following payment schedule, broken out by deliverable milestones:

- | | |
|---------------------------------|----------|
| ▪ Kickoff, to initiate work: | \$15,000 |
| ▪ Market Findings Presentation: | \$15,000 |
| ▪ Delivery of Draft Analysis: | \$15,000 |
| ▪ Delivery of Final Analysis: | \$15,000 |

We remain flexible in our approach and open to adjustments in order to best meet the Client’s needs.



STAFF REPORT

MEETING DATE: September 10, 2024

TITLE:

Consider action to approve the first reading of Ordinance No. 2024-23 of the City Council of the City of Bastrop, Texas approving the Fiscal Year 2025 Annual Service Plan Update, including provisions related to assessments for the Hunters Crossing Public Improvement District; approving a Fiscal Year 2025 assessment roll for the District; and containing other provisions related to the Hunters Crossing Public Improvement District and the Hunters Crossing Local Government Corporation; and move to include on the September 17, 2024 City Council Agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

The Hunters Crossing Public Improvement District (the "PID") was created by the City of Bastrop, Texas and is operating under the authority of Chapter 372, Texas Local Government Code. The City previously determined the estimated cost of certain public improvements for the PID and the method of assessment for the costs of such Public Improvements and adopted a Service and Assessment Plan for the PID.

Texas Local Government Code Section 372.013 requires the ongoing service plan to be presented to the governing body of the municipality for review and approval, which was done in 2003. The statute further requires the ongoing service plan be reviewed and updated annually to determine the annual budget for improvements.

City Staff has prepared a proposed Fiscal Year 2025 Budget and Proposed Assessments for the Operations and Maintenance Project Costs for Fiscal Year 2025 based on the updated service plan and presented it to the public and the Hunters Crossing Local Government Corporation (LGC) for consideration. The LGC on July 18, 2024, by Resolution of the Board, recommended approval of its proposed service plan, assessment levy and annual budget for Fiscal Year 2025. The LGC recommended that the assessment roll is incorporated into the Ordinance for City Council adoption as required by law.

The updated Service & Assessment Plan reflects no increase for all property assessments, but continues with the \$221,566.54 of the prior year.

Texas Local Government Code section 372.016-.017 requires the governing body to prepare an assessment roll and adopt it by ordinance or order. The required procedure provided by law is:

- 1) Give proper notice;
- 2) Conduct a public hearing;

- 3) At the close of the hearing, hear and pass on any objection to the proposed assessments;
- 4) Amend any proposed assessment if warranted; and
- 5) Pass the ordinance to levy the assessment.

FISCAL IMPACT:

PID Assessments for FY2025

RECOMMENDATION:

At the last council meeting, the City Council was made aware of issues related to the Hunter's Crossing PID and what is seemingly no end in sight to the residents.

Council has the option to reduce the O&M levy of \$221,566.54 to an amount equal to the debt and required expenses to Legal and P3 Consultants which is approximately \$98,400. However, this option places the responsibility on Parks crews and Drainage crews for the maintenance. The prior \$88,000 that was included in the budget covers a 3rd party mowing contract to BrightView services. That contract will be out for RFP in January of 2025.

Due to the timing in the budget and the need to get the assessments to the tax assessor/collector, the City Manager recommends approval of the first reading of Ordinance No. 2024-23 of the City Council of the City of Bastrop, Texas approving the Fiscal Year 2025 Annual Service Plan Update, including provisions related to assessments for the Hunters Crossing Public Improvement District; approving a Fiscal Year 2025 assessment roll for the District; and containing other provisions related to the Hunters Crossing Public Improvement District and the Hunters Crossing Local Government Corporation; and move to include on the September 17, 2024 City Council Agenda for a second reading.

However, staff will continue to review the situation with the PID Board, Legal, and the property owners in the affected area to reach an amicable resolution to all involved prior to next budget year.

ATTACHMENTS:

- Ordinance 2024-23
- Exhibit A, FY 2025 Annual Service and Assessment Plan (prior)
- Exhibit B, FY 2025 Annual Service and Assessment (revised with minimal cost)

ORDINANCE NO. 2024-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS RELATED TO THE HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT; APPROVING THE FISCAL YEAR 2025 ANNUAL SERVICE PLAN UPDATE, INCLUDING PROVISIONS RELATED TO ASSESSMENTS FOR THE HUNTER'S CROSSING PUBLIC IMPROVEMENT DISTRICT; APPROVING A FISCAL YEAR 2025 ASSESSMENT ROLL FOR THE DISTRICT; AND CONTAINING OTHER PROVISIONS RELATED TO THE HUNTER'S CROSSING PUBLIC IMPROVEMENT DISTRICT AND THE HUNTER'S CROSSING LOCAL GOVERNMENT CORPORATION; PROVIDING FOR RATIFICATION OF PRIOR COUNCIL ACTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas (the "City"), pursuant to and in accordance with the terms, provisions, and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), has previously established the "Hunters Crossing Public Improvement District" (the "District"), pursuant to Resolution No. R-2001-19 adopted by the City Council of the City (the "City Council") on September 11, 2001 (the "Original Creation Authorization"); and

WHEREAS, on November 11, 2003, the City Council passed and approved Resolution No. R-2003-34 amending the Original Creation Authorization by reducing the estimated costs of the public improvements for the PID (the "Public Improvements") and modifying the method of assessment; and

WHEREAS, on December 9, 2003, the City Council passed and approved Ordinance No. 2003-35 (the "Original Assessment Ordinance") levying assessments and adopting the Service and Assessment Plan, including the Assessment Roll for the PID attached thereto (collectively, the "Service and Assessment Plan"); and

WHEREAS, on December 14, 2004, the City Council passed and approved Ordinance No. 2004-42 (the Original Assessment Ordinance as amended by Ordinance No. 2004-42, and as the same may be amended from time to time, is referred to collectively as the "Assessment Ordinance"), to correct omissions or mistakes discovered in the Assessment Roll consisting of scrivener's and mathematical errors as well as a failure to denote the effects of rounding in the conversion of square feet; and

WHEREAS, the service plan and assessment roll contained in the Service and Assessment Plan are required to be reviewed and updated annually pursuant to the PID Act; and

WHEREAS, the Hunter's Crossing Local Government Corporation "HCLGC" was established by the City Council to operate the District and make recommendations to the City Council regarding District operation which is controlled by the City Council, including the District's annual service plan update and assessment roll.

WHEREAS, the HCLGC met on July 1, 2024, where the Board deliberated upon the Annual Service Plan Update, including the FY2025 Assessment Roll item and unanimously approved its recommendation to the City Council for adoption as the Fiscal Year 2024 annual update to the Service Plan and FY2025 Assessment Roll.

WHEREAS, after staff and consultant preparation, public hearing was conducted in accordance with the Texas Open Meetings Act on August 13, 2024, where the Hunters Crossing Public Improvement District Fiscal Year 2024 Annual Service Plan Update, including the FY2024 Assessment Roll (attached hereto as Exhibit A) was presented; where opportunity for public testimony was provided; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance to conduct the annual update to the Service and Assessment Plan and set forth the FY2024 Assessment Roll, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance is required by the PID Act and is in the best interest of the citizens of Bastrop.

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

Section 1. Terms.

Terms not otherwise defined herein, including in the preambles to this Ordinance, have the meanings ascribed thereto as set forth in the FY2025 Annual Service Plan Update.

Section 2. Findings.

The findings and determinations set forth in the recitals hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

Section 3. Ratification of Previous City Council Actions.

The City Council does hereby approve and ratify all prior actions of the City Council taken related to the Hunters Crossing Public Improvement District, including the creation of the District and the levy of assessments.

Section 4. Service and Assessment Plan.

The City Council of the City of Bastrop, Texas does hereby approve and adopt the Service and Assessment Plan, dated August 13, 2024, as the FY2025 Annual Service Plan Update for the District, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes.

Section 5. Assessment Roll.

The Assessment Roll attached to the FY2025 Annual Service Plan Update is hereby accepted and approved pursuant to the PID Act as the assessment roll of the District.

Section 6. Method of Assessment.

The method of apportioning the Costs of the Authorized Improvements is set forth in the FY2024 Annual Service Plan Update.

Section 7. Penalties and Interest on Delinquent Assessments.

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Amended and Restated Service and Assessment Plan and as allowed by law.

Section 8. Lien Priority.

The City Council intends for the obligations, covenants and burdens on the landowners of the Assessed Property, including without limitation such landowners' obligations related to payment of the Assessment and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessment and Annual Installments thereof, which were levied by the Assessment Ordinance and which are described in and apportioned by the FY 2025 Annual Service Plan Update, shall be binding upon the landowners of the Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. The Assessment shall have lien priority as specified in the PID Act.

Section 9. Appointment of Administrator and Collector of Assessments.

(a) Appointment of Administrator.

The Hunters Crossing Local Government Corporation was designated by the City as the Administrator of the Service and Assessment Plan and of the Assessment levied by the Assessment Ordinance (the "Administrator"). The Administrator shall perform the duties of the Administrator described in Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Operational and Maintenance Supplemental Service. The City delegates authority to the City Manager (or her designee) to appoint the Administrator or a replacement Administrator.

(b) Appointment of Collector.

The Bastrop County Tax Assessor-Collector is hereby appointed and designated as the collector of the Assessment (the "Collector"). The City Manager, or her assignee, is directed to provide the Assessment Roll to the Collector no later than close of business on September 30, 2024, and to request that such assessments be assessed to and collected from Assessed Property in the PID.

Section 10. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Assessment by the City.

Section 11. Filing in Land Records.

The City Secretary is directed to cause a copy of this Ordinance, including the FY2025 Annual Service Plan Update and Assessment Roll, to be recorded in the real property records of Bastrop County. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

Section 12. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 13. Conflict.

All other ordinances in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency.

Section 14. Public Meeting.

The City Council met in two public meetings conducted in compliance with the Texas Open Meetings Act, and which allowed the public to address the City Council on the passage of this Ordinance, the first on August 13, 2024 and the second on August 27, 2024, and took all necessary action to adopt this ordinance by majority vote of the City Council.

Section 15. Effective Date.

This Ordinance shall take effect and the provisions and terms of the FY2025 Annual Service Plan Update and Assessment Roll shall be and become effective upon passage and execution hereof.

READ and ACKNOWLEDGED on the First Reading on the 10th day of September 2024.

READ and ADOPTED on the Second Reading on the 17th day of September 2024.

ADOPTED:

By: _____
Lyle Nelson, Mayor

ATTEST:

By: _____
Irma G. Parker, City Secretary

APPROVED AS TO FORM AND LEGALITY:

By: _____
George Hyde, Special Legal Counsel to City of Bastrop, Texas

EXHIBIT A

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT
FY 2025 Annual Service Plan Update and Assessment Roll
[Attached]**

Exhibit A



HUNTERS CROSSING
PUBLIC IMPROVEMENT DISTRICT
FY 2025 ANNUAL SERVICE PLAN UPDATE

August 27, 2024

INTRODUCTION

Capitalized terms used in this Annual Service Plan Update shall have the meanings set forth in the Hunters Crossing Public Improvement District 2019 Amended and Restated Service and Assessment Plan, dated September 24, 2019 (the “2019 Amended and Restated SAP”).

On September 11, 2001, the City passed and approved Resolution No. R-2001-19 authorizing the establishment of the Bastrop Hunters Crossing Public Improvement District in accordance with the Act, which authorization was effective upon publication as required by the Act. On November 11, 2003, the City Council approved Resolution No. R-2003-34 amending the Original Creation Authorization by reducing the estimated costs of the Authorized Improvements from \$14,500,000 to \$12,476,000 and modifying the method of assessment.

On December 9, 2003, the City passed and approved Ordinance No. 2003-35, the initial levy of assessments on the approximately 283.001 acre parcel comprising the District, at \$11,961,260 for Capital Assessments and \$5,400,000 for the operation and maintenance of the District (Assessment levied is a grand total of \$17,361,260 in the aggregate). The purpose of the District is to finance certain public improvement projects that confer a special benefit on approximately 283.001 acres within the corporate limits of the City, located south of State Highway No. 71, west of State Highway No. 304, and east of Bear Hunter Drive.

Incorporated in the Original Assessment Ordinance was the 2003 SAP and Assessment Roll for the District and levied in lump sum the assessments shown on the 2003 Assessment Roll. On December 14, 2004, the City Council passed and approved Ordinance No. 2004-42 to correct omissions or mistakes discovered in the Assessment Roll consisting of scrivener's and mathematical errors as well as a failure to denote the effects of rounding in the conversion of square feet. Section 4 of Ordinance No. 2004-42 states: All ordinances, parts of ordinances or resolutions in conflict herewith are expressly repealed.

Under the 2003 SAP, assessments were levied in lump sum on a 283.001-acre parcel of property comprising the District. Under the 2019 Amended and Restated SAP, the assessments were allocated on a parcel-by-parcel basis to 27.434 acres of commercial property, 24.523 acres of multi-family property, 510 single family lots, and 37.937 acres of undeveloped land. Parcel 90301 was excluded from the Capital Assessment portion of the 2019 Amended and Restated SAP because that property's Capital Assessment was reduced to zero by a developer contribution payment. Parcel 98555 was also excluded from the 2019 Amended and Restated SAP because its use is limited to drainage, so its Assessment was reduced to zero as it is non-benefitted property. The 37.937 acres of undeveloped property is anticipated to be developed with multi-family uses.

In the Fall of 2017, property owner inquiries regarding the operation of the District resulted in the Hunters Crossing Local Government Corporation and the new City Council to engage professionals to examine the state of the District and engage with the Original Developer and subsequently the current Developer to reconcile the District operation. Contemporaneously, approximately 15 residents of the District initiated legal action against a host of civil defendants alleging liability for flood damage to their homes in the District. The legal action placed the City, Hunters Crossing Local Government Corporation, the Original Developer, among several others in litigation as Defendants.

Municipal records prior to the Fall of 2017 do not clearly demonstrate statutory compliance in the operation of the District. Legal counsel for the City, the Hunters Crossing Local Government Corporation and the Developer found several provisions of the existing 2003 SAP unworkable, necessitating the 2019 Amended and Restated SAP.

The Original Developer issued written notice of assignment of the District Development and Reimbursement Agreement to TF Hunters Crossing, LP., the current Developer in February 2018, placing additional complexities into the examination. After months of examination, evaluation, and development of materials to reconcile the District operation, the preparation of amended and restated documentation including the 2019 Amended and Restated SAP, were necessary to support the continued operation of the District to its conclusion.

On September 10, 2019, the City Council approved Ordinance No. 2019-40, and on September 24, 2019, City Council adopted Ordinance No. 2019-40, which approved and accepted the 2019 Amended and Restated SAP, including the updated Assessment Roll, which replaced the 2003 SAP in its entirety.

On October 29, 2019, three property owners within the District challenged Ordinance No. 2019-40, by filing claims in the U.S. District Court, Western District, Austin Division.

On August 25, 2020, the City Council approved Ordinance No. 2020-23 which updated the Assessment Roll for 2020.

On July 13, 2021, the City Council approved Ordinance No. 2021-08 which updated the Assessment Roll for 2021.

On September 29, 2021, U.S. District Judge Pitman entered judgment in favor of the city and the District, dismissing all claims.

On October 28, 2021, two of the three property owners who challenged the ordinance, appealed the judgment in favor of the city and the District to the U.S. Fifth Circuit Court of appeals.

On July 12, 2022, the City Council approved Ordinance No. 2022-17 which updated the Assessment Roll for 2022.

On April 11, 2023, the U.S. Fifth Circuit Court of Appeals vacated the District Court's judgement and remanded the case to the District Court for further consideration regarding the property owners' claims asserted under the Texas Constitution.

On July 11, 2023, the City approved Ordinance No. 2023-20 which updated the Assessment Roll for 2023.

The 2019 Amended and Restated SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Parcels 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 2019 Amended and Restated SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2024.

AUTHORIZED IMPROVEMENTS

The Developer has completed the Authorized Improvements listed in the 2019 Amended and Restated SAP and they were dedicated to the City.

OUTSTANDING ASSESSMENTS

The Fiscal Year 2024 SAP Update identified the total unpaid Capital Assessment as \$3,498,730.09. A total of \$351,287.12¹ in Capital Assessment installments were billed for FY 2024 and 2 Prepayments in full were received, resulting in \$3,142,882.97 in Capital Assessments outstanding. The outstanding Capital Assessment per parcel is shown in the table below.

Property ID	Capital Assessment Unpaid	Capital Assessment FY 2024 Principal Installment	Capital Assessment Unpaid After FY 2024 Installment
Commercial Lots			
.071/square foot			
90301	\$ -	\$ -	\$ -
90754	\$ 21,265.80	\$ 3,544.30	\$ 17,721.50
90302	\$ 18,760.68	\$ 3,126.78	\$ 15,633.90
97463	\$ 10,966.92	\$ 1,827.82	\$ 9,139.10
97464	\$ 17,851.44	\$ 2,975.24	\$ 14,876.20
90303	\$ 38,325.46	\$ 4,790.69	\$ 33,534.77
92325	\$ 23,548.26	\$ 3,924.71	\$ 19,623.55
95378	\$ 21,194.69	\$ 3,027.81	\$ 18,166.88
95379	\$ 28,948.26	\$ 4,824.71	\$ 24,123.55
115192	\$ 46,422.34	\$ 4,642.23	\$ 41,780.11
30102	\$ 198,664.28	\$ 19,862.96	\$ 178,801.32
114958	\$ 226,273.36	\$ 22,626.63	\$ 203,646.73
127995 [a]	\$ 155,970.61	\$ 9,593.74	\$ 146,376.87
114957	\$ 884.51	\$ 80.41	\$ 804.10
Multi-Family Lots			
.068/square foot			
104899	\$ 644,592.07	\$ 37,141.52	\$ 607,450.55
113268 [b]	\$ 688,461.41	\$ 35,497.57	\$ 652,963.84
Undeveloped Lots			
.068/square foot			
47760	\$ -	\$ -	\$ -
Single Family Lots			
Per Lot	\$ 2,660.00	\$ 380.00	\$ 2,280.00
Total (510 Lots, 2 Prepaid in Full)	\$ 1,356,600.00	\$ 193,800.00	\$ 1,158,240.00
DISTRICT TOTAL	\$ 3,498,730.09	\$ 351,287.12	\$ 3,142,882.97

[a] Per the 2019 Amended and Restated Service and Assessment Plan, the annual installment for the Capital Assessment was established to be \$9,593.74 and will be collected through 2034. This will result in an amount of \$50,439.47 that will not be paid.

[b] Per the 2019 Amended and Restated Service and Assessment Plan, the annual installment for the Capital Assessment was established to be \$35,497.57 and will be collected through 2041. This will result in an amount of \$49,505.15 that will not be paid.

¹ Does not account for delinquencies.

ANNUAL INSTALLMENTS DUE 1/31/2025

- **Capital Assessment** - The Fiscal Year 2019 SAP Update identified annual installment for each property type for the Capital Assessment. Commercial Property is billed at \$0.071 per square foot of land area, Multifamily Property is billed at \$0.068 per square foot of land area, and residential lots are billed at \$380 per unit. The undeveloped lot prepaid the Capital Assessment. The total installment relating to the Capital Assessment due January 31, 2025 equals \$350,527.12, and a breakdown by parcel is shown in the table below.
- **Operation and Maintenance Supplemental Services Assessment** - The Fiscal Year 2024 SAP Update identified annual installment for each property type for the Operation and Maintenance Supplemental Services Assessment. Commercial, Multifamily, and Undeveloped Property is billed at \$0.045 per square foot of land area, and residential lots are billed at \$35.00 per unit. The total installment relating to the Operation and Maintenance Supplemental Services Assessment due January 31, 2025 equals \$221,566.54, and a breakdown by parcel is shown in the table below. A summary of the anticipated operation and maintenance expenses for Fiscal Year 2025 is attached as **Exhibit B**.

Property ID	Square Feet	Capital Assessment FY 2025 Installment	O&M Assessment FY 2025 Installment	Total FY 2025 Installment
Commercial Lots				
		.071/square foot	.045/square foot	
90301	611,233.92	-	\$ 27,505.53	\$ 27,505.53
90754	49,919.76	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
90302	44,039.16	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
97463	25,743.96	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
97464	41,904.72	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
90303	67,474.44	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
92325	55,277.64	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
95378	42,645.24	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
95379	67,953.60	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
115192	65,383.56	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
30102	279,760.00	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
114958	318,684.96	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
127995	135,123.12	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
114957	1,132.56	\$ 80.41	\$ 50.97	\$ 131.38
Multi-Family Lots				
		.068/square foot	.045/square foot	
104899	546,198.84	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
113268	522,023.04	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
Undeveloped Lots				
		.068/square foot	.045/square foot	
47760	1,652,535.72	-	\$ 74,364.11	\$ 74,364.11
Single Family Lots				
Per Lot	NA	\$ 380.00	\$ 35.00	\$ 415.00
Per Prepaid Lot	NA	-	\$ 35.00	\$ 35.00
Total (510 Lots)	NA	\$ 193,040.00	\$ 17,850.00	\$ 210,890.00
DISTRICT TOTAL		\$ 350,527.12	\$ 221,566.54	\$ 572,093.66

PREPAYMENT OF ASSESSMENTS IN FULL

The following is a list of all Parcels or Lots that made a Prepayment in full of the Capital Assessment within the District.

Capital Assessment Prepayments in Full			
Property ID	Address	Lot Type	Prepayment Date
47760	N/A	Undeveloped	1/31/2020
109261	204 CALIBER CV	Residential	12/19/2023
109262	202 CALIBER CV	Residential	5/23/2024

PARTIAL PREPAYMENT OF ASSESSMENTS

No partial prepayments of the Capital Assessments have occurred within the District.

SERVICE PLAN - FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the 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.

Installment Due	1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
Capital Assessment Installment	\$ 350,527.12	\$ 350,527.12	\$ 350,527.12	\$ 350,527.12	\$ 350,527.12
O&M Assessment Installment	\$ 221,566.54	\$ 221,566.54	\$ 221,566.54	\$ 221,566.54	\$ 221,566.54
	\$ 572,093.66	\$ 572,093.66	\$ 572,093.66	\$ 572,093.66	\$ 572,093.66

ASSESSMENT ROLL

The list of Parcels within the District, the corresponding outstanding Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels shown on the Assessment Roll will receive the bills for the FY 2025 Annual Installments which will be delinquent if not paid by January 31, 2025.

EXHIBIT A – ASSESSMENT ROLL

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2025 Installment	O&M Assessment FY 2025 Installment	Total FY 2025 Installment
90301	\$ -	\$ -	\$ 27,505.53	\$ 27,505.53
90754	\$ 17,721.50	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
90302	\$ 15,633.90	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
97463	\$ 9,139.10	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
97464	\$ 14,876.20	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
90303	\$ 33,534.77	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
92325	\$ 19,623.55	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
95378	\$ 18,166.88	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
95379	\$ 24,123.55	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
115192	\$ 41,780.11	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
30102	\$ 178,801.32	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
114958	\$ 203,646.73	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
127995 [a]	\$ 146,376.87	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
114957	\$ 804.10	\$ 80.41	\$ 50.97	\$ 131.38
104899	\$ 607,450.55	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
113268 [b]	\$ 652,963.84	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
47760 [c]	\$ -	\$ -	\$ 74,364.11	\$ 74,364.11
98372	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98370	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95416	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98355	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98380	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98354	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95395	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95386	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98373	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95415	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95390	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98356	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95396	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98374	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95414	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95389	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98359	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98352	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95397	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95384	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98351	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95398	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95412	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2025 Installment	O&M Assessment FY 2025 Installment	Total FY 2025 Installment
95387	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98350	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95399	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95411	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98627	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95400	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95410	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98626	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95401	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95409	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98625	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95402	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98601	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95408	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95407	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95404	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98622	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98621	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98619	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98617	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104777	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98338	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98346	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104871	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95391	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98361	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98369	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95392	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98347	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98337	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98345	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104870	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98371	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98360	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98379	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104854	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98353	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95381	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95385	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95393	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98336	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98344	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98357	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98378	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95394	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98335	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98343	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98375	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95413	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95388	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2025 Installment	O&M Assessment FY 2025 Installment	Total FY 2025 Installment
98358	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98377	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98366	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98342	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98376	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98365	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98333	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98341	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98364	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98340	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98602	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98339	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104857	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104856	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98624	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95403	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98600	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98623	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98599	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95405	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98598	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98638	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98620	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98628	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98597	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98604	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98639	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98596	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98640	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98618	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98630	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98595	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98641	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98631	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98594	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98616	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98632	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98593	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98643	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98615	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98592	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98644	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98614	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98634	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98591	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98645	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98613	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98635	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98590	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98646	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2025 Installment	O&M Assessment FY 2025 Installment	Total FY 2025 Installment
98612	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98647	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98611	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98637	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98648	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95202	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104881	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
99616	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98362	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104855	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104889	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104872	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104863	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104882	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
99617	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104890	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98368	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104873	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104869	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104862	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104883	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
99618	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104853	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104891	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98367	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104874	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104868	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104861	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104884	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
99619	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104852	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104892	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104875	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98334	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104867	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104860	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104885	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
99620	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104851	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104893	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104876	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104859	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104886	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
99621	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104850	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109244	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104877	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104865	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104858	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104887	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2025 Installment	O&M Assessment FY 2025 Installment	Total FY 2025 Installment
99622	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104849	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109243	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104846	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104878	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104888	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
99623	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104847	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104879	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109241	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104848	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109240	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95406	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98629	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98605	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98606	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98607	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98642	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98608	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109258	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98633	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98609	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98610	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98636	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98589	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104809	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104766	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104773	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104767	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104774	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104768	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104791	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104812	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104769	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104792	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104813	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104793	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104814	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104771	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104794	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104815	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104772	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104795	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104796	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104834	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104797	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104833	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104798	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104832	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104799	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2025 Installment	O&M Assessment FY 2025 Installment	Total FY 2025 Installment
104831	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104800	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104830	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104801	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104829	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104828	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104802	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104827	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104803	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104826	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104804	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104825	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104806	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104866	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104864	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95380	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95383	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95382	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104845	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109242	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109263	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109251	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109239	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109262 [c]	\$ -	\$ -	\$ 35.00	\$ 35.00
109252	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109238	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109261 [c]	\$ -	\$ -	\$ 35.00	\$ 35.00
109253	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109237	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109260	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109254	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109236	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109259	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109250	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109255	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109235	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109249	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109256	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109234	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109248	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109221	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109233	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104819	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104810	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109222	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109228	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109232	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104820	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104811	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109223	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2025 Installment	O&M Assessment FY 2025 Installment	Total FY 2025 Installment
103255	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104786	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104775	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109227	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109231	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104821	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109224	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109246	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104787	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104776	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109226	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109230	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104822	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104770	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109225	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109247	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109229	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104823	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104778	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104824	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104779	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104816	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104780	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104817	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104781	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104818	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104782	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104783	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104785	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104805	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98603	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104788	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104789	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104790	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104784	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111961	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111986	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111987	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111974	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111988	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111973	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111989	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111971	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111970	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111991	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111964	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111966	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111968	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111983	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111969	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2025 Installment	O&M Assessment FY 2025 Installment	Total FY 2025 Installment
111982	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111980	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111979	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111978	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115217	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115218	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115219	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115220	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115221	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115222	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115240	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115223	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115224	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115242	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115243	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115226	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111976	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115227	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111975	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111972	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111990	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109644	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111962	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111992	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111963	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111965	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111967	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111984	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111981	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111977	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115215	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115230	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115213	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115231	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115214	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115254	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115253	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115256	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115252	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115216	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115257	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115234	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115251	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115258	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115235	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115250	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115259	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115236	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115249	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115260	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2025 Installment	O&M Assessment FY 2025 Installment	Total FY 2025 Installment
115237	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115261	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115238	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115247	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115262	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115239	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115246	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115263	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115245	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115241	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115244	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115229	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115228	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124637	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124639	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124640	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124642	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124643	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124644	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124645	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124648	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115233	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115248	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115265	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124660	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124673	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124661	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124674	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124659	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124662	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124638	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124675	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124663	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124676	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124657	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124664	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124677	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124656	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124665	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124641	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124678	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124655	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124666	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124679	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124654	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124667	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124680	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124653	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124668	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124681	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2025 Installment	O&M Assessment FY 2025 Installment	Total FY 2025 Installment
124652	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124669	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124682	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124651	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124670	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124646	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124650	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124671	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124647	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124684	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124649	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124685	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127971	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127978	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127946	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127917	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127990	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127979	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127922	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127947	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127969	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127918	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127989	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127980	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127921	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127948	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127968	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127919	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127988	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127949	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127967	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127966	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127951	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127965	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127952	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127964	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127953	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127955	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127987	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127945	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115232	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127986	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127944	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127957	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127985	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127943	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127984	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127942	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127959	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127983	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2025 Installment	O&M Assessment FY 2025 Installment	Total FY 2025 Installment
127941	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127960	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127991	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127982	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127940	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127961	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127981	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127939	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127962	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
113267	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127938	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127963	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127937	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127935	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127934	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127933	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124658	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124683	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127924	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127923	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127910	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127911	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127915	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127914	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127913	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127936	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127970	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127920	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127950	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127954	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127956	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127958	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127992	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127908	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127909	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127916	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127912	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
Total	\$ 3,142,882.97	\$ 350,527.12	\$ 221,566.54	\$ 572,093.66

[a] Per the 2019 Amended and Restated Service and Assessment Plan, the annual installment for the Capital Assessment was established to be \$9,593.74 and will be collected through 2034. This will result in an amount of \$50,439.47 that will not be paid.

[b] Per the 2019 Amended and Restated Service and Assessment Plan, the annual installment for the Capital Assessment was established to be \$35,497.57 and will be collected through 2041. This will result in an amount of \$49,505.15 that will not be paid.

[c] Parcel has prepaid the Capital Assessment in full and is only subject to the O&M Assessment.

EXHIBIT B – OPERATION AND MAINTENANCE EXPENSES

	Fiscal Year 2025 [a]
Maintenance & Repairs	
Irrigation	\$ 10,000
Miscellaneous Repairs	1,000
Miscellaneous Projects	-
Total Maintenance & Repairs	\$ 11,000
 Contractual Services	
Mowing Services	\$ 88,380
Maintenance Services	-
Professional Services/ Audit	5,000
Legal Fees	10,000
Legal Fees-Taxes	250
Admin Support-PID Consultant	9,000
Property Tax Fees	1,750
Total Contractual Services:	\$ 114,380
 Occupancy	
Utilities	\$ 3,000
Well User Fees	845
Total Occupancy:	\$ 3,845
 Miscellaneous & Other	
Miscellaneous Expenses	\$ 500
	\$ 500
 Transfers Out	
Transfer to Debt Service	\$ 72,400
	\$ 72,400
 Contingency	
Contingency	\$ 19,442
	\$ 19,442
 Total	 \$ 221,567

[a] Expenditures were determined by proposed Fiscal Year 2024 budget provided by City on 6/14/24.

HOMEBUYER DISCLOSURES

Homebuyer Disclosures for each Parcel within the District are found in this Exhibit:

- Residential Lot
- Parcel 109262
- Parcel 109261
- Parcel 90301
- Parcel 90754
- Parcel 90302
- Parcel 97463
- Parcel 97464
- Parcel 90303
- Parcel 92325
- Parcel 95378
- Parcel 95379
- Parcel 115192
- Parcel 30102
- Parcel 114958
- Parcel 127995
- Parcel 114957
- Parcel 104899
- Parcel 113268
- Parcel 47760

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – RESIDENTIAL LOT 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

RESIDENTIAL LOT PRINCIPAL ASSESSMENT: \$2,315.00²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

§

COUNTY 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]³

³ 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

§

COUNTY 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]⁴

⁴ 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 - RESIDENTIAL LOT

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 380.00	\$ 35.00	\$ 415.00
2026	\$ 380.00	\$ 35.00	\$ 415.00
2027	\$ 380.00	\$ 35.00	\$ 415.00
2028	\$ 380.00	\$ 35.00	\$ 415.00
2029	\$ 380.00	\$ 35.00	\$ 415.00
2030	\$ 380.00	\$ 35.00	\$ 415.00
Total	\$ 2,280.00	\$ 210.00	\$ 2,490.00

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2024 SAP Update showed an outstanding balance of \$2,660 per lot, with an annual installment of \$380. Following the payment due 1/31/24, \$2,280 remains outstanding per residential lot.

[b] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is a total of \$650.00 per Single Family Residential Lot. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 109262 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 109262 PRINCIPAL ASSESSMENT: \$35.00²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

§

COUNTY 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]³

³ 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

§
§
§

COUNTY 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]⁴

⁴ 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 - PARCEL 109262

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ -	\$ 35.00	\$ 35.00
2026	\$ -	\$ 35.00	\$ 35.00
2027	\$ -	\$ 35.00	\$ 35.00
2028	\$ -	\$ 35.00	\$ 35.00
2029	\$ -	\$ 35.00	\$ 35.00
2030	\$ -	\$ 35.00	\$ 35.00
Total	\$ -	\$ 210.00	\$ 210.00

[a] Parcel has prepaid the Capital Assessment in full and is only subject to the O&M Assessment.

[b] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is a total of \$650.00 per Single Family Residential Lot. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 109261 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 109261 PRINCIPAL ASSESSMENT: \$35.00²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

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COUNTY OF BASTROP

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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]³

³ 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

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COUNTY OF BASTROP

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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]⁴

⁴ 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 - PARCEL 109261

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ -	\$ 35.00	\$ 35.00
2026	\$ -	\$ 35.00	\$ 35.00
2027	\$ -	\$ 35.00	\$ 35.00
2028	\$ -	\$ 35.00	\$ 35.00
2029	\$ -	\$ 35.00	\$ 35.00
2030	\$ -	\$ 35.00	\$ 35.00
Total	\$ -	\$ 210.00	\$ 210.00

[a] Parcel has prepaid the Capital Assessment in full and is only subject to the O&M Assessment.

[b] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is a total of \$650.00 per Single Family Residential Lot. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 90301 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:

- 10) under a court order or foreclosure sale;
- 11) by a trustee in bankruptcy;
- 12) 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;
- 13) 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;
- 14) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 15) from one co-owner to another co-owner of an undivided interest in the real property;
- 16) to a spouse or a person in the lineal line of consanguinity of the seller;
- 17) to or from a governmental entity; or
- 18) 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 90301 PRINCIPAL ASSESSMENT: \$27,505.53²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

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COUNTY OF BASTROP

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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]³

³ 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

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COUNTY 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]⁴

⁴ 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 - PARCEL 90301

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ -	\$ 27,505.53	\$ 27,505.53
2026	\$ -	\$ 27,505.53	\$ 27,505.53
2027	\$ -	\$ 27,505.53	\$ 27,505.53
2028	\$ -	\$ 27,505.53	\$ 27,505.53
2029	\$ -	\$ 27,505.53	\$ 27,505.53
2030	\$ -	\$ 27,505.53	\$ 27,505.53
2031	\$ -	\$ 27,505.53	\$ 27,505.53
2032	\$ -	\$ 27,505.53	\$ 27,505.53
2033	\$ -	\$ 27,505.53	\$ 27,505.53
2034	\$ -	\$ 27,505.53	\$ 27,505.53
Total	\$ -	\$ 275,055.26	\$ 275,055.26

[a] Parcel 90301 assessment was reduced to zero by a developer contribution payment.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 90754 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 90754 PRINCIPAL ASSESSMENT: \$19,967.89²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

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COUNTY OF BASTROP

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§

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]³

³ 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

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§

COUNTY 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]⁴

⁴ 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 - PARCEL 90754

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
2026	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
2027	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
2028	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
2029	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
2030	\$ -	\$ 2,246.39	\$ 2,246.39
2031	\$ -	\$ 2,246.39	\$ 2,246.39
2032	\$ -	\$ 2,246.39	\$ 2,246.39
2033	\$ -	\$ 2,246.39	\$ 2,246.39
2034	\$ -	\$ 2,246.39	\$ 2,246.39
Total	\$ 17,721.50	\$ 22,463.89	\$ 40,185.39

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 90302 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 90302 PRINCIPAL ASSESSMENT: \$17,615.66²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

§
§
§

COUNTY 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]³

³ 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

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COUNTY OF BASTROP

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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]⁴

⁴ 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 - PARCEL 90302

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
2026	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
2027	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
2028	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
2029	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
2030	\$ -	\$ 1,981.76	\$ 1,981.76
2031	\$ -	\$ 1,981.76	\$ 1,981.76
2032	\$ -	\$ 1,981.76	\$ 1,981.76
2033	\$ -	\$ 1,981.76	\$ 1,981.76
2034	\$ -	\$ 1,981.76	\$ 1,981.76
Total	\$ 15,633.90	\$ 19,817.62	\$ 35,451.52

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 97463 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 97463 PRINCIPAL ASSESSMENT: \$10,297.58²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

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COUNTY OF BASTROP

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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]³

³ 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

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COUNTY 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]⁴

⁴ 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 - PARCEL 97463

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
2026	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
2027	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
2028	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
2029	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
2030	\$ -	\$ 1,158.48	\$ 1,158.48
2031	\$ -	\$ 1,158.48	\$ 1,158.48
2032	\$ -	\$ 1,158.48	\$ 1,158.48
2033	\$ -	\$ 1,158.48	\$ 1,158.48
2034	\$ -	\$ 1,158.48	\$ 1,158.48
Total	\$ 9,139.10	\$ 11,584.78	\$ 20,723.88

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 97464 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 97464 PRINCIPAL ASSESSMENT: \$16,761.91²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

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COUNTY OF BASTROP

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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]³

³ 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

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COUNTY 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]⁴

⁴ 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 - PARCEL 97464

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
2026	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
2027	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
2028	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
2029	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
2030	\$ -	\$ 1,885.71	\$ 1,885.71
2031	\$ -	\$ 1,885.71	\$ 1,885.71
2032	\$ -	\$ 1,885.71	\$ 1,885.71
2033	\$ -	\$ 1,885.71	\$ 1,885.71
2034	\$ -	\$ 1,885.71	\$ 1,885.71
Total	\$ 14,876.20	\$ 18,857.12	\$ 33,733.32

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 90303 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 90303 PRINCIPAL ASSESSMENT: \$36,571.12²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

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COUNTY OF BASTROP

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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]³

³ 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

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COUNTY 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]⁴

⁴ 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 - PARCEL 90303

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2026	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2027	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2028	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2029	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2030	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2031	\$ 4,790.63	\$ 3,036.35	\$ 7,826.98
2032	\$ -	\$ 3,036.35	\$ 3,036.35
2033	\$ -	\$ 3,036.35	\$ 3,036.35
2034	\$ -	\$ 3,036.35	\$ 3,036.35
Total	\$ 33,534.77	\$ 30,363.50	\$ 63,898.27

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 92325 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 92325 PRINCIPAL ASSESSMENT: \$22,111.04²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

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COUNTY OF BASTROP

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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]³

³ 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

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COUNTY OF BASTROP

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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]⁴

⁴ 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 - PARCEL 92325

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
2026	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
2027	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
2028	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
2029	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
2030	\$ -	\$ 2,487.49	\$ 2,487.49
2031	\$ -	\$ 2,487.49	\$ 2,487.49
2032	\$ -	\$ 2,487.49	\$ 2,487.49
2033	\$ -	\$ 2,487.49	\$ 2,487.49
2034	\$ -	\$ 2,487.49	\$ 2,487.49
Total	\$ 19,623.55	\$ 24,874.94	\$ 44,498.49

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 95378 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 95378 PRINCIPAL ASSESSMENT: \$20,085.92²

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 **Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

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COUNTY OF BASTROP

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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]³

³ 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

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COUNTY 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]⁴

⁴ 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 - PARCEL 95378

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2026	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2027	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2028	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2029	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2030	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2031	\$ 0.02	\$ 1,919.04	\$ 1,919.06
2032	\$ -	\$ 1,919.04	\$ 1,919.04
2033	\$ -	\$ 1,919.04	\$ 1,919.04
2034	\$ -	\$ 1,919.04	\$ 1,919.04
Total	\$ 18,166.88	\$ 19,190.36	\$ 37,357.24

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 95379 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 95379 PRINCIPAL ASSESSMENT: \$27,181.46²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

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COUNTY 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]³

³ 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

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COUNTY 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]⁴

⁴ 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 - PARCEL 95379

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
2026	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
2027	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
2028	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
2029	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
2030	\$ -	\$ 3,057.91	\$ 3,057.91
2031	\$ -	\$ 3,057.91	\$ 3,057.91
2032	\$ -	\$ 3,057.91	\$ 3,057.91
2033	\$ -	\$ 3,057.91	\$ 3,057.91
2034	\$ -	\$ 3,057.91	\$ 3,057.91
Total	\$ 24,123.55	\$ 30,579.12	\$ 54,702.67

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 115192 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 115192 PRINCIPAL ASSESSMENT: \$44,722.37²

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 **Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

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COUNTY OF BASTROP

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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]³

³ 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

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COUNTY 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]⁴

⁴ 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 - PARCEL 115192

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2026	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2027	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2028	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2029	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2030	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2031	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2032	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2033	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2034	\$ 0.04	\$ 2,942.26	\$ 2,942.30
Total	\$ 41,780.11	\$ 29,422.60	\$ 71,202.71

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 30102 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 30102 PRINCIPAL ASSESSMENT: \$191,390.52²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

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COUNTY 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]³

³ 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

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COUNTY 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]⁴

⁴ 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 - PARCEL 30102

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2026	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2027	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2028	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2029	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2030	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2031	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2032	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2033	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2034	\$ 34.68	\$ 12,589.20	\$ 12,623.88
Total	\$ 178,801.32	\$ 125,892.00	\$ 304,693.32

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 114958 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 114958 PRINCIPAL ASSESSMENT: \$217,987.55²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

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COUNTY OF BASTROP

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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]³

³ 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

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COUNTY 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]⁴

⁴ 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 - PARCEL 114958

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2026	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2027	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2028	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2029	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2030	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2031	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2032	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2033	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2034	\$ 7.06	\$ 14,340.82	\$ 14,347.88
Total	\$ 203,646.73	\$ 143,408.23	\$ 347,054.96

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 127995 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 127995 PRINCIPAL ASSESSMENT: \$152,457.41²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

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COUNTY OF BASTROP

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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]³

³ 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

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COUNTY 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]⁴

⁴ 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 - PARCEL 127995

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2026	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2027	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2028	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2029	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2030	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2031	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2032	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2033	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2034	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
Total	\$ 95,937.40	\$ 60,805.40	\$ 156,742.80

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 114957 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 114957 PRINCIPAL ASSESSMENT: \$855.07²

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 **Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

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COUNTY OF BASTROP

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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]³

³ 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

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COUNTY 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]⁴

⁴ 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 - PARCEL 114957

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 80.41	\$ 50.97	\$ 131.38
2026	\$ 80.41	\$ 50.97	\$ 131.38
2027	\$ 80.41	\$ 50.97	\$ 131.38
2028	\$ 80.41	\$ 50.97	\$ 131.38
2029	\$ 80.41	\$ 50.97	\$ 131.38
2030	\$ 80.41	\$ 50.97	\$ 131.38
2031	\$ 80.41	\$ 50.97	\$ 131.38
2032	\$ 80.41	\$ 50.97	\$ 131.38
2033	\$ 80.41	\$ 50.97	\$ 131.38
2034	\$ 80.41	\$ 50.97	\$ 131.38
Total	\$ 804.10	\$ 509.65	\$ 1,313.75

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 104899 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 104899 PRINCIPAL ASSESSMENT: \$632,029.50²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

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COUNTY 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]³

³ 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

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COUNTY OF BASTROP

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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]⁴

⁴ 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 - PARCEL 104899

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2026	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2027	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2028	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2029	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2030	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2031	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2032	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2033	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2034	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2035	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2036	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2037	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2038	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2039	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2040	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2041	\$ 13,186.23	\$ 24,578.95	\$ 37,765.18
Total	\$ 607,450.55	\$ 417,842.11	\$ 1,025,292.66

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.068 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 113268 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 113268 PRINCIPAL ASSESSMENT: \$676,454.88²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

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COUNTY OF BASTROP

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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]³

³ 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

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COUNTY OF BASTROP

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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]⁴

⁴ 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 - PARCEL 113268

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2026	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2027	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2028	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2029	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2030	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2031	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2032	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2033	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2034	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2035	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2036	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2037	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2038	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2039	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2040	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2041	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
Total	\$ 603,458.69	\$ 399,347.63	\$ 1,002,806.32

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.068 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 47760 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 47760 PRINCIPAL ASSESSMENT: \$74,364.11²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

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COUNTY OF BASTROP

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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]³

³ 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

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COUNTY 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]⁴

⁴ 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 - PARCEL 47760

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ -	\$ 74,364.11	\$ 74,364.11
2026	\$ -	\$ 74,364.11	\$ 74,364.11
2027	\$ -	\$ 74,364.11	\$ 74,364.11
2028	\$ -	\$ 74,364.11	\$ 74,364.11
2029	\$ -	\$ 74,364.11	\$ 74,364.11
2030	\$ -	\$ 74,364.11	\$ 74,364.11
2031	\$ -	\$ 74,364.11	\$ 74,364.11
2032	\$ -	\$ 74,364.11	\$ 74,364.11
2033	\$ -	\$ 74,364.11	\$ 74,364.11
2034	\$ -	\$ 74,364.11	\$ 74,364.11
2035	\$ -	\$ 74,364.11	\$ 74,364.11
2036	\$ -	\$ 74,364.11	\$ 74,364.11
2037	\$ -	\$ 74,364.11	\$ 74,364.11
2038	\$ -	\$ 74,364.11	\$ 74,364.11
2039	\$ -	\$ 74,364.11	\$ 74,364.11
2040	\$ -	\$ 74,364.11	\$ 74,364.11
2041	\$ -	\$ 74,364.11	\$ 74,364.11
Total	\$ -	\$ 1,264,189.83	\$ 1,264,189.83

[a] Parcel 47760 prepaid the Capital Assessment in full and is only subject to the O&M Assessment.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

EXHIBIT B



HUNTERS CROSSING
PUBLIC IMPROVEMENT DISTRICT
FY 2025 ANNUAL SERVICE PLAN UPDATE

September 10, 2024

INTRODUCTION

Capitalized terms used in this Annual Service Plan Update shall have the meanings set forth in the Hunters Crossing Public Improvement District 2019 Amended and Restated Service and Assessment Plan, dated September 24, 2019 (the “2019 Amended and Restated SAP”).

On September 11, 2001, the City passed and approved Resolution No. R-2001-19 authorizing the establishment of the Bastrop Hunters Crossing Public Improvement District in accordance with the Act, which authorization was effective upon publication as required by the Act. On November 11, 2003, the City Council approved Resolution No. R-2003-34 amending the Original Creation Authorization by reducing the estimated costs of the Authorized Improvements from \$14,500,000 to \$12,476,000 and modifying the method of assessment.

On December 9, 2003, the City passed and approved Ordinance No. 2003-35, the initial levy of assessments on the approximately 283.001 acre parcel comprising the District, at \$11,961,260 for Capital Assessments and \$5,400,000 for the operation and maintenance of the District (Assessment levied is a grand total of \$17,361,260 in the aggregate). The purpose of the District is to finance certain public improvement projects that confer a special benefit on approximately 283.001 acres within the corporate limits of the City, located south of State Highway No. 71, west of State Highway No. 304, and east of Bear Hunter Drive.

Incorporated in the Original Assessment Ordinance was the 2003 SAP and Assessment Roll for the District and levied in lump sum the assessments shown on the 2003 Assessment Roll. On December 14, 2004, the City Council passed and approved Ordinance No. 2004-42 to correct omissions or mistakes discovered in the Assessment Roll consisting of scrivener's and mathematical errors as well as a failure to denote the effects of rounding in the conversion of square feet. Section 4 of Ordinance No. 2004-42 states: All ordinances, parts of ordinances or resolutions in conflict herewith are expressly repealed.

Under the 2003 SAP, assessments were levied in lump sum on a 283.001-acre parcel of property comprising the District. Under the 2019 Amended and Restated SAP, the assessments were allocated on a parcel-by-parcel basis to 27.434 acres of commercial property, 24.523 acres of multi-family property, 510 single family lots, and 37.937 acres of undeveloped land. Parcel 90301 was excluded from the Capital Assessment portion of the 2019 Amended and Restated SAP because that property's Capital Assessment was reduced to zero by a developer contribution payment. Parcel 98555 was also excluded from the 2019 Amended and Restated SAP because its use is limited to drainage, so its Assessment was reduced to zero as it is non-benefitted property. The 37.937 acres of undeveloped property is anticipated to be developed with multi-family uses.

In the Fall of 2017, property owner inquiries regarding the operation of the District resulted in the Hunters Crossing Local Government Corporation and the new City Council to engage professionals to examine the state of the District and engage with the Original Developer and subsequently the current Developer to reconcile the District operation. Contemporaneously, approximately 15 residents of the District initiated legal action against a host of civil defendants alleging liability for flood damage to their homes in the District. The legal action placed the City, Hunters Crossing Local Government Corporation, the Original Developer, among several others in litigation as Defendants.

Municipal records prior to the Fall of 2017 do not clearly demonstrate statutory compliance in the operation of the District. Legal counsel for the City, the Hunters Crossing Local Government Corporation and the Developer found several provisions of the existing 2003 SAP unworkable, necessitating the 2019 Amended and Restated SAP.

The Original Developer issued written notice of assignment of the District Development and Reimbursement Agreement to TF Hunters Crossing, LP., the current Developer in February 2018, placing additional complexities into the examination. After months of examination, evaluation, and development of materials to reconcile the District operation, the preparation of amended and restated documentation including the 2019 Amended and Restated SAP, were necessary to support the continued operation of the District to its conclusion.

On September 10, 2019, the City Council approved Ordinance No. 2019-40, and on September 24, 2019, City Council adopted Ordinance No. 2019-40, which approved and accepted the 2019 Amended and Restated SAP, including the updated Assessment Roll, which replaced the 2003 SAP in its entirety.

On October 29, 2019, three property owners within the District challenged Ordinance No. 2019-40, by filing claims in the U.S. District Court, Western District, Austin Division.

On August 25, 2020, the City Council approved Ordinance No. 2020-23 which updated the Assessment Roll for 2020.

On July 13, 2021, the City Council approved Ordinance No. 2021-08 which updated the Assessment Roll for 2021.

On September 29, 2021, U.S. District Judge Pitman entered judgment in favor of the city and the District, dismissing all claims.

On October 28, 2021, two of the three property owners who challenged the ordinance, appealed the judgment in favor of the city and the District to the U.S. Fifth Circuit Court of appeals.

On July 12, 2022, the City Council approved Ordinance No. 2022-17 which updated the Assessment Roll for 2022.

On April 11, 2023, the U.S. Fifth Circuit Court of Appeals vacated the District Court's judgement and remanded the case to the District Court for further consideration regarding the property owners' claims asserted under the Texas Constitution.

On July 11, 2023, the City approved Ordinance No. 2023-20 which updated the Assessment Roll for 2023.

The 2019 Amended and Restated SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Parcels 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 2019 Amended and Restated SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2024.

AUTHORIZED IMPROVEMENTS

The Developer has completed the Authorized Improvements listed in the 2019 Amended and Restated SAP and they were dedicated to the City.

OUTSTANDING ASSESSMENTS

The Fiscal Year 2024 SAP Update identified the total unpaid Capital Assessment as \$3,498,730.09. A total of \$351,287.12¹ in Capital Assessment installments were billed for FY 2024 and 2 Prepayments in full were received, resulting in \$3,142,882.97 in Capital Assessments outstanding. The outstanding Capital Assessment per parcel is shown in the table below.

Property ID	Capital Assessment Unpaid	Capital Assessment FY 2024 Principal Installment	Capital Assessment Unpaid After FY 2024 Installment
Commercial Lots			
.071/square foot			
90301	\$ -	\$ -	\$ -
90754	\$ 21,265.80	\$ 3,544.30	\$ 17,721.50
90302	\$ 18,760.68	\$ 3,126.78	\$ 15,633.90
97463	\$ 10,966.92	\$ 1,827.82	\$ 9,139.10
97464	\$ 17,851.44	\$ 2,975.24	\$ 14,876.20
90303	\$ 38,325.46	\$ 4,790.69	\$ 33,534.77
92325	\$ 23,548.26	\$ 3,924.71	\$ 19,623.55
95378	\$ 21,194.69	\$ 3,027.81	\$ 18,166.88
95379	\$ 28,948.26	\$ 4,824.71	\$ 24,123.55
115192	\$ 46,422.34	\$ 4,642.23	\$ 41,780.11
30102	\$ 198,664.28	\$ 19,862.96	\$ 178,801.32
114958	\$ 226,273.36	\$ 22,626.63	\$ 203,646.73
127995 [a]	\$ 155,970.61	\$ 9,593.74	\$ 146,376.87
114957	\$ 884.51	\$ 80.41	\$ 804.10
Multi-Family Lots			
.068/square foot			
104899	\$ 644,592.07	\$ 37,141.52	\$ 607,450.55
113268 [b]	\$ 688,461.41	\$ 35,497.57	\$ 652,963.84
Undeveloped Lots			
.068/square foot			
47760	\$ -	\$ -	\$ -
Single Family Lots			
Per Lot	\$ 2,660.00	\$ 380.00	\$ 2,280.00
Total (510 Lots, 2 Prepaid in Full)	\$ 1,356,600.00	\$ 193,800.00	\$ 1,158,240.00
DISTRICT TOTAL	\$ 3,498,730.09	\$ 351,287.12	\$ 3,142,882.97

[a] Per the 2019 Amended and Restated Service and Assessment Plan, the annual installment for the Capital Assessment was established to be \$9,593.74 and will be collected through 2034. This will result in an amount of \$50,439.47 that will not be paid.

[b] Per the 2019 Amended and Restated Service and Assessment Plan, the annual installment for the Capital Assessment was established to be \$35,497.57 and will be collected through 2041. This will result in an amount of \$49,505.15 that will not be paid.

¹ Does not account for delinquencies.

ANNUAL INSTALLMENTS DUE 1/31/2025

- **Capital Assessment** - The Fiscal Year 2019 SAP Update identified annual installment for each property type for the Capital Assessment. Commercial Property is billed at \$0.071 per square foot of land area, Multifamily Property is billed at \$0.068 per square foot of land area, and residential lots are billed at \$380 per unit. The undeveloped lot prepaid the Capital Assessment. The total installment relating to the Capital Assessment due January 31, 2025 equals \$350,527.12, and a breakdown by parcel is shown in the table below.
- **Operation and Maintenance Supplemental Services Assessment** - The Fiscal Year 2025 SAP Update identifies annual installment for each property type for the Operation and Maintenance Supplemental Services Assessment. Commercial, Multifamily, and Undeveloped Property is billed at \$0.020 per square foot of land area, and residential lots are billed at \$15.42 per unit. The total installment relating to the Operation and Maintenance Supplemental Services Assessment due January 31, 2025 equals \$98,404.88, and a breakdown by parcel is shown in the table below. A summary of the anticipated operation and maintenance expenses for Fiscal Year 2025 is attached as **Exhibit B**.

Property ID	Square Feet	Capital Assessment FY 2025 Installment	O&M Assessment FY 2025 Installment	Total FY 2025 Installment
Commercial Lots				
		.071/square foot	.020/square foot	
90301	611,233.92	-	\$ 12,224.68	\$ 12,224.68
90754	49,919.76	\$ 3,544.30	\$ 998.40	\$ 4,542.70
90302	44,039.16	\$ 3,126.78	\$ 880.78	\$ 4,007.56
97463	25,743.96	\$ 1,827.82	\$ 514.88	\$ 2,342.70
97464	41,904.72	\$ 2,975.24	\$ 838.09	\$ 3,813.33
90303	67,474.44	\$ 4,790.69	\$ 1,349.49	\$ 6,140.18
92325	55,277.64	\$ 3,924.71	\$ 1,105.55	\$ 5,030.26
95378	42,645.24	\$ 3,027.81	\$ 852.90	\$ 3,880.71
95379	67,953.60	\$ 4,824.71	\$ 1,359.07	\$ 6,183.78
115192	65,383.56	\$ 4,642.23	\$ 1,307.67	\$ 5,949.90
30102	279,760.00	\$ 19,862.96	\$ 5,595.20	\$ 25,458.16
114958	318,684.96	\$ 22,626.63	\$ 6,373.70	\$ 29,000.33
127995	135,123.12	\$ 9,593.74	\$ 2,702.46	\$ 12,296.20
114957	1,132.56	\$ 80.41	\$ 22.65	\$ 103.06
Multi-Family Lots				
		.068/square foot	.020/square foot	
104899	546,198.84	\$ 37,141.52	\$ 10,923.98	\$ 48,065.50
113268	522,023.04	\$ 35,497.57	\$ 10,440.46	\$ 45,938.03
Undeveloped Lots				
		.068/square foot	.020/square foot	
47760	1,652,535.72	-	\$ 33,050.71	\$ 33,050.71
Single Family Lots				
Per Lot	NA	\$ 380.00	\$ 15.42	\$ 395.42
Per Prepaid Lot	NA	-	\$ 15.42	\$ 15.42
Total (510 Lots)	NA	\$ 193,040.00	\$ 7,864.20	\$ 200,904.20
DISTRICT TOTAL		\$ 350,527.12	\$ 98,404.88	\$ 448,932.00

PREPAYMENT OF ASSESSMENTS IN FULL

The following is a list of all Parcels or Lots that made a Prepayment in full of the Capital Assessment within the District.

Capital Assessment Prepayments in Full			
Property ID	Address	Lot Type	Prepayment Date
47760	N/A	Undeveloped	1/31/2020
109261	204 CALIBER CV	Residential	12/19/2023
109262	202 CALIBER CV	Residential	5/23/2024

PARTIAL PREPAYMENT OF ASSESSMENTS

No partial prepayments of the Capital Assessments have occurred within the District.

SERVICE PLAN - FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the 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.

Installment Due	1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
Capital Assessment Installment	\$ 350,527.12	\$ 350,527.12	\$ 350,527.12	\$ 350,527.12	\$ 350,527.12
O&M Assessment Installment	\$ 98,404.88	\$ 98,404.88	\$ 98,404.88	\$ 98,404.88	\$ 98,404.88
	\$ 448,932.00	\$ 448,932.00	\$ 448,932.00	\$ 448,932.00	\$ 448,932.00

ASSESSMENT ROLL

The list of Parcels within the District, the corresponding outstanding Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels shown on the Assessment Roll will receive the bills for the FY 2025 Annual Installments which will be delinquent if not paid by January 31, 2025.

EXHIBIT A – ASSESSMENT ROLL

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2025 Installment	O&M Assessment FY 2025 Installment	Total FY 2025 Installment
90301	\$ -	\$ -	\$ 12,224.68	\$ 12,224.68
90754	\$ 17,721.50	\$ 3,544.30	\$ 998.40	\$ 4,542.70
90302	\$ 15,633.90	\$ 3,126.78	\$ 880.78	\$ 4,007.56
97463	\$ 9,139.10	\$ 1,827.82	\$ 514.88	\$ 2,342.70
97464	\$ 14,876.20	\$ 2,975.24	\$ 838.09	\$ 3,813.33
90303	\$ 33,534.77	\$ 4,790.69	\$ 1,349.49	\$ 6,140.18
92325	\$ 19,623.55	\$ 3,924.71	\$ 1,105.55	\$ 5,030.26
95378	\$ 18,166.88	\$ 3,027.81	\$ 852.90	\$ 3,880.71
95379	\$ 24,123.55	\$ 4,824.71	\$ 1,359.07	\$ 6,183.78
115192	\$ 41,780.11	\$ 4,642.23	\$ 1,307.67	\$ 5,949.90
30102	\$ 178,801.32	\$ 19,862.96	\$ 5,595.20	\$ 25,458.16
114958	\$ 203,646.73	\$ 22,626.63	\$ 6,373.70	\$ 29,000.33
127995 [a]	\$ 146,376.87	\$ 9,593.74	\$ 2,702.46	\$ 12,296.20
114957	\$ 804.10	\$ 80.41	\$ 22.65	\$ 103.06
104899	\$ 607,450.55	\$ 37,141.52	\$ 10,923.98	\$ 48,065.50
113268 [b]	\$ 652,963.84	\$ 35,497.57	\$ 10,440.46	\$ 45,938.03
47760 [c]	\$ -	\$ -	\$ 33,050.71	\$ 33,050.71
98372	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98370	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95416	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98355	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98380	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98354	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95395	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95386	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98373	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95415	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95390	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98356	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95396	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98374	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95414	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95389	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98359	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98352	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95397	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95384	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98351	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95398	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95412	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2025 Installment	O&M Assessment FY 2025 Installment	Total FY 2025 Installment
95387	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98350	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95399	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95411	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98627	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95400	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95410	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98626	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95401	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95409	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98625	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95402	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98601	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95408	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95407	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95404	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98622	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98621	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98619	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98617	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104777	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98338	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98346	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104871	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95391	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98361	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98369	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95392	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98347	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98337	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98345	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104870	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98371	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98360	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98379	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104854	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98353	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95381	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95385	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95393	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98336	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98344	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98357	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98378	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95394	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98335	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98343	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98375	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95413	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95388	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2025 Installment	O&M Assessment FY 2025 Installment	Total FY 2025 Installment
98358	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98377	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98366	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98342	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98376	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98365	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98333	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98341	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98364	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98340	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98602	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98339	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104857	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104856	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98624	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95403	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98600	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98623	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98599	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95405	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98598	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98638	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98620	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98628	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98597	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98604	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98639	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98596	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98640	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98618	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98630	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98595	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98641	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98631	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98594	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98616	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98632	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98593	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98643	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98615	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98592	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98644	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98614	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98634	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98591	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98645	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98613	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98635	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98590	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98646	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2025 Installment	O&M Assessment FY 2025 Installment	Total FY 2025 Installment
98612	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98647	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98611	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98637	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98648	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95202	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104881	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
99616	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98362	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104855	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104889	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104872	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104863	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104882	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
99617	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104890	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98368	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104873	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104869	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104862	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104883	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
99618	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104853	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104891	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98367	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104874	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104868	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104861	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104884	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
99619	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104852	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104892	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104875	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98334	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104867	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104860	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104885	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
99620	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104851	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104893	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104876	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104859	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104886	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
99621	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104850	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109244	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104877	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104865	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104858	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104887	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2025 Installment	O&M Assessment FY 2025 Installment	Total FY 2025 Installment
99622	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104849	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109243	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104846	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104878	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104888	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
99623	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104847	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104879	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109241	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104848	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109240	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95406	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98629	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98605	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98606	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98607	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98642	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98608	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109258	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98633	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98609	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98610	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98636	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98589	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104809	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104766	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104773	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104767	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104774	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104768	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104791	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104812	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104769	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104792	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104813	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104793	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104814	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104771	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104794	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104815	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104772	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104795	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104796	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104834	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104797	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104833	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104798	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104832	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104799	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2025 Installment	O&M Assessment FY 2025 Installment	Total FY 2025 Installment
104831	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104800	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104830	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104801	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104829	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104828	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104802	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104827	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104803	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104826	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104804	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104825	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104806	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104866	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104864	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95380	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95383	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95382	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104845	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109242	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109263	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109251	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109239	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109262 [c]	\$ -	\$ -	\$ 15.42	\$ 15.42
109252	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109238	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109261 [c]	\$ -	\$ -	\$ 15.42	\$ 15.42
109253	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109237	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109260	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109254	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109236	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109259	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109250	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109255	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109235	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109249	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109256	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109234	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109248	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109221	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109233	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104819	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104810	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109222	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109228	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109232	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104820	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104811	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109223	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2025 Installment	O&M Assessment FY 2025 Installment	Total FY 2025 Installment
103255	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104786	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104775	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109227	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109231	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104821	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109224	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109246	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104787	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104776	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109226	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109230	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104822	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104770	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109225	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109247	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109229	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104823	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104778	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104824	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104779	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104816	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104780	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104817	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104781	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104818	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104782	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104783	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104785	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104805	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98603	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104788	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104789	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104790	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104784	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111961	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111986	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111987	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111974	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111988	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111973	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111989	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111971	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111970	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111991	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111964	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111966	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111968	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111983	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111969	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2025 Installment	O&M Assessment FY 2025 Installment	Total FY 2025 Installment
111982	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111980	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111979	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111978	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115217	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115218	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115219	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115220	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115221	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115222	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115240	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115223	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115224	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115242	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115243	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115226	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111976	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115227	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111975	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111972	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111990	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109644	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111962	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111992	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111963	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111965	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111967	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111984	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111981	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
111977	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115215	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115230	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115213	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115231	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115214	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115254	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115253	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115256	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115252	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115216	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115257	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115234	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115251	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115258	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115235	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115250	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115259	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115236	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115249	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115260	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2025 Installment	O&M Assessment FY 2025 Installment	Total FY 2025 Installment
115237	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115261	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115238	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115247	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115262	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115239	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115246	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115263	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115245	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115241	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115244	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115229	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115228	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124637	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124639	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124640	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124642	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124643	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124644	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124645	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124648	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115233	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115248	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115265	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124660	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124673	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124661	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124674	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124659	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124662	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124638	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124675	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124663	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124676	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124657	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124664	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124677	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124656	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124665	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124641	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124678	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124655	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124666	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124679	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124654	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124667	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124680	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124653	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124668	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124681	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2025 Installment	O&M Assessment FY 2025 Installment	Total FY 2025 Installment
124652	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124669	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124682	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124651	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124670	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124646	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124650	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124671	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124647	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124684	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124649	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124685	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127971	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127978	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127946	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127917	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127990	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127979	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127922	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127947	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127969	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127918	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127989	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127980	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127921	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127948	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127968	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127919	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127988	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127949	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127967	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127966	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127951	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127965	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127952	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127964	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127953	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127955	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127987	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127945	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
115232	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127986	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127944	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127957	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127985	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127943	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127984	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127942	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127959	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127983	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2025 Installment	O&M Assessment FY 2025 Installment	Total FY 2025 Installment
127941	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127960	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127991	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127982	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127940	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127961	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127981	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127939	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127962	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
113267	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127938	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127963	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127937	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127935	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127934	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127933	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124658	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
124683	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127924	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127923	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127910	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127911	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127915	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127914	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127913	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127936	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127970	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127920	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127950	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127954	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127956	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127958	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127992	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127908	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127909	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127916	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
127912	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
Total	\$ 3,142,882.97	\$ 350,527.12	\$ 98,404.88	\$ 448,932.00

[a] Per the 2019 Amended and Restated Service and Assessment Plan, the annual installment for the Capital Assessment was established to be \$9,593.74 and will be collected through 2034. This will result in an amount of \$50,439.47 that will not be paid.

[b] Per the 2019 Amended and Restated Service and Assessment Plan, the annual installment for the Capital Assessment was established to be \$35,497.57 and will be collected through 2041. This will result in an amount of \$49,505.15 that will not be paid.

[c] Parcel has prepaid the Capital Assessment in full and is only subject to the O&M Assessment.

EXHIBIT B – OPERATION AND MAINTENANCE EXPENSES

	Fiscal Year 2025 [a]
Maintenance & Repairs	
Irrigation	\$ -
Miscellaneous Repairs	-
Miscellaneous Projects	-
Total Maintenance & Repairs	\$ -
 Contractual Services	
Mowing Services	\$ -
Maintenance Services	-
Professional Services/ Audit	5,000
Legal Fees	10,000
Legal Fees-Taxes	250
Admin Support-PID Consultant	9,000
Property Tax Fees	1,750
Total Contractual Services:	\$ 26,000
 Occupancy	
Utilities	\$ -
Well User Fees	-
Total Occupancy:	\$ -
 Miscellaneous & Other	
Miscellaneous Expenses	\$ -
	\$ -
 Transfers Out	
Transfer to Debt Service	\$ 72,400
	\$ 72,400
 Contingency	
Contingency	\$ -
	\$ -
 Total	 \$ 98,400

[a] Expenditures were determined by proposed Fiscal Year 2024 budget provided by City on 6/14/24.

HOMEBUYER DISCLOSURES

Homebuyer Disclosures for each Parcel within the District are found in this Exhibit:

- Residential Lot
- Parcel 109262
- Parcel 109261
- Parcel 90301
- Parcel 90754
- Parcel 90302
- Parcel 97463
- Parcel 97464
- Parcel 90303
- Parcel 92325
- Parcel 95378
- Parcel 95379
- Parcel 115192
- Parcel 30102
- Parcel 114958
- Parcel 127995
- Parcel 114957
- Parcel 104899
- Parcel 113268
- Parcel 47760

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – RESIDENTIAL LOT 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

RESIDENTIAL LOT PRINCIPAL ASSESSMENT: \$2,295.42²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

§

COUNTY 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]³

³ 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

§

§

COUNTY 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]⁴

⁴ 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 - RESIDENTIAL LOT

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 380.00	\$ 15.42	\$ 395.42
2026	\$ 380.00	\$ 15.42	\$ 395.42
2027	\$ 380.00	\$ 15.42	\$ 395.42
2028	\$ 380.00	\$ 15.42	\$ 395.42
2029	\$ 380.00	\$ 15.42	\$ 395.42
2030	\$ 380.00	\$ 15.42	\$ 395.42
2031	\$ -	\$ 15.42	\$ 15.42
2032	\$ -	\$ 15.42	\$ 15.42
Total	\$ 2,280.00	\$ 123.36	\$ 2,403.36

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2024 SAP Update showed an outstanding balance of \$2,660 per lot, with an annual installment of \$380. Following the payment due 1/31/24, \$2,280 remains outstanding per residential lot.

[b] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is a total of \$650.00 per Single Family Residential Lot. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 109262 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 109262 PRINCIPAL ASSESSMENT: \$15.42²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

§

COUNTY 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]³

³ 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

§

COUNTY 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]⁴

⁴ 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 - PARCEL 109262

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ -	\$ 15.42	\$ 15.42
2026	\$ -	\$ 15.42	\$ 15.42
2027	\$ -	\$ 15.42	\$ 15.42
2028	\$ -	\$ 15.42	\$ 15.42
2029	\$ -	\$ 15.42	\$ 15.42
2030	\$ -	\$ 15.42	\$ 15.42
2031	\$ -	\$ 15.42	\$ 16.42
2032	\$ -	\$ 15.42	\$ 17.42
Total	\$ -	\$ 123.36	\$ 126.36

[a] Parcel has prepaid the Capital Assessment in full and is only subject to the O&M Assessment.

[b] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is a total of \$650.00 per Single Family Residential Lot. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 109261 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 109261 PRINCIPAL ASSESSMENT: \$15.42²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

§

COUNTY 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]³

³ 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

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COUNTY OF BASTROP

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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]⁴

⁴ 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 - PARCEL 109261

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ -	\$ 15.42	\$ 15.42
2026	\$ -	\$ 15.42	\$ 15.42
2027	\$ -	\$ 15.42	\$ 15.42
2028	\$ -	\$ 15.42	\$ 15.42
2029	\$ -	\$ 15.42	\$ 15.42
2030	\$ -	\$ 15.42	\$ 15.42
2031	\$ -	\$ 15.42	\$ 16.42
2032	\$ -	\$ 15.42	\$ 17.42
Total	\$ -	\$ 123.36	\$ 126.36

[a] Parcel has prepaid the Capital Assessment in full and is only subject to the O&M Assessment.

[b] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is a total of \$650.00 per Single Family Residential Lot. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 90301 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 90301 PRINCIPAL ASSESSMENT: \$12,224.68²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

§

COUNTY OF BASTROP

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§

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]³

³ 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

§

COUNTY OF BASTROP

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§

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]⁴

⁴ 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 - PARCEL 90301

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ -	\$ 12,224.68	\$ 12,224.68
2026	\$ -	\$ 12,224.68	\$ 12,224.68
2027	\$ -	\$ 12,224.68	\$ 12,224.68
2028	\$ -	\$ 12,224.68	\$ 12,224.68
2029	\$ -	\$ 12,224.68	\$ 12,224.68
2030	\$ -	\$ 12,224.68	\$ 12,224.68
2031	\$ -	\$ 12,224.68	\$ 12,224.68
2032	\$ -	\$ 12,224.68	\$ 12,224.68
2033	\$ -	\$ -	\$ -
2034	\$ -	\$ -	\$ -
Total	\$ -	\$ 97,797.43	\$ 97,797.43

[a] Parcel 90301 assessment was reduced to zero by a developer contribution payment.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 90754 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 90754 PRINCIPAL ASSESSMENT: \$18,719.90²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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 §
 §
COUNTY 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]³

³ 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

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COUNTY OF BASTROP

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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]⁴

⁴ 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 - PARCEL 90754

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 3,544.30	\$ 998.40	\$ 4,542.70
2026	\$ 3,544.30	\$ 998.40	\$ 4,542.70
2027	\$ 3,544.30	\$ 998.40	\$ 4,542.70
2028	\$ 3,544.30	\$ 998.40	\$ 4,542.70
2029	\$ 3,544.30	\$ 998.40	\$ 4,542.70
2030	\$ -	\$ 998.40	\$ 998.40
2031	\$ -	\$ 998.40	\$ 998.40
2032	\$ -	\$ 998.40	\$ 998.40
2033	\$ -	\$ -	\$ -
2034	\$ -	\$ -	\$ -
Total	\$ 17,721.50	\$ 7,987.16	\$ 25,708.66

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 90302 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 90302 PRINCIPAL ASSESSMENT: \$16,514.68²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

§

COUNTY 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]³

³ 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

§

COUNTY 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]⁴

⁴ 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 - PARCEL 90302

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 3,126.78	\$ 880.78	\$ 4,007.56
2026	\$ 3,126.78	\$ 880.78	\$ 4,007.56
2027	\$ 3,126.78	\$ 880.78	\$ 4,007.56
2028	\$ 3,126.78	\$ 880.78	\$ 4,007.56
2029	\$ 3,126.78	\$ 880.78	\$ 4,007.56
2030	\$ -	\$ 880.78	\$ 880.78
2031	\$ -	\$ 880.78	\$ 880.78
2032	\$ -	\$ 880.78	\$ 880.78
2033	\$ -	\$ -	\$ -
2034	\$ -	\$ -	\$ -
Total	\$ 15,633.90	\$ 7,046.27	\$ 22,680.17

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 97463 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 97463 PRINCIPAL ASSESSMENT: \$9,653.98²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

§

COUNTY OF BASTROP

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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]³

³ 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

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COUNTY OF BASTROP

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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]⁴

⁴ 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 - PARCEL 97463

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 1,827.82	\$ 514.88	\$ 2,342.70
2026	\$ 1,827.82	\$ 514.88	\$ 2,342.70
2027	\$ 1,827.82	\$ 514.88	\$ 2,342.70
2028	\$ 1,827.82	\$ 514.88	\$ 2,342.70
2029	\$ 1,827.82	\$ 514.88	\$ 2,342.70
2030	\$ -	\$ 514.88	\$ 514.88
2031	\$ -	\$ 514.88	\$ 514.88
2032	\$ -	\$ 514.88	\$ 514.88
2033	\$ -	\$ -	\$ -
2034	\$ -	\$ -	\$ -
Total	\$ 9,139.10	\$ 4,119.03	\$ 13,258.13

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 97464 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 97464 PRINCIPAL ASSESSMENT: \$15,714.29²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

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COUNTY OF BASTROP

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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]³

³ 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

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COUNTY OF BASTROP

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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]⁴

⁴ 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 - PARCEL 97464

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 2,975.24	\$ 838.09	\$ 3,813.33
2026	\$ 2,975.24	\$ 838.09	\$ 3,813.33
2027	\$ 2,975.24	\$ 838.09	\$ 3,813.33
2028	\$ 2,975.24	\$ 838.09	\$ 3,813.33
2029	\$ 2,975.24	\$ 838.09	\$ 3,813.33
2030	\$ -	\$ 838.09	\$ 838.09
2031	\$ -	\$ 838.09	\$ 838.09
2032	\$ -	\$ 838.09	\$ 838.09
2033	\$ -	\$ -	\$ -
2034	\$ -	\$ -	\$ -
Total	\$ 14,876.20	\$ 6,704.76	\$ 21,580.96

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 90303 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 90303 PRINCIPAL ASSESSMENT: \$34,884.26²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

§

COUNTY 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]³

³ 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

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COUNTY OF BASTROP

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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]⁴

⁴ 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 - PARCEL 90303

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 4,790.69	\$ 1,349.49	\$ 6,140.18
2026	\$ 4,790.69	\$ 1,349.49	\$ 6,140.18
2027	\$ 4,790.69	\$ 1,349.49	\$ 6,140.18
2028	\$ 4,790.69	\$ 1,349.49	\$ 6,140.18
2029	\$ 4,790.69	\$ 1,349.49	\$ 6,140.18
2030	\$ 4,790.69	\$ 1,349.49	\$ 6,140.18
2031	\$ 4,790.63	\$ 1,349.49	\$ 6,140.12
2032	\$ -	\$ 1,349.49	\$ 1,349.49
2033	\$ -	\$ -	\$ -
2034	\$ -	\$ -	\$ -
Total	\$ 33,534.77	\$ 10,795.91	\$ 44,330.68

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 92325 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 92325 PRINCIPAL ASSESSMENT: \$20,729.10²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

§

COUNTY OF BASTROP

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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]³

³ 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

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COUNTY OF BASTROP

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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]⁴

⁴ 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 - PARCEL 92325

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 3,924.71	\$ 1,105.55	\$ 5,030.26
2026	\$ 3,924.71	\$ 1,105.55	\$ 5,030.26
2027	\$ 3,924.71	\$ 1,105.55	\$ 5,030.26
2028	\$ 3,924.71	\$ 1,105.55	\$ 5,030.26
2029	\$ 3,924.71	\$ 1,105.55	\$ 5,030.26
2030	\$ -	\$ 1,105.55	\$ 1,105.55
2031	\$ -	\$ 1,105.55	\$ 1,105.55
2032	\$ -	\$ 1,105.55	\$ 1,105.55
2033	\$ -	\$ -	\$ -
2034	\$ -	\$ -	\$ -
Total	\$ 19,623.55	\$ 8,844.42	\$ 28,467.97

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 95378 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 95378 PRINCIPAL ASSESSMENT: \$19,019.78²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

§

COUNTY OF BASTROP

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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]³

³ 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

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COUNTY OF BASTROP

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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]⁴

⁴ 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 - PARCEL 95378

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 3,027.81	\$ 852.90	\$ 3,880.71
2026	\$ 3,027.81	\$ 852.90	\$ 3,880.71
2027	\$ 3,027.81	\$ 852.90	\$ 3,880.71
2028	\$ 3,027.81	\$ 852.90	\$ 3,880.71
2029	\$ 3,027.81	\$ 852.90	\$ 3,880.71
2030	\$ 3,027.81	\$ 852.90	\$ 3,880.71
2031	\$ 0.02	\$ 852.90	\$ 852.92
2032	\$ -	\$ 852.90	\$ 852.90
2033	\$ -	\$ -	\$ -
2034	\$ -	\$ -	\$ -
Total	\$ 18,166.88	\$ 6,823.24	\$ 24,990.12

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 95379 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 95379 PRINCIPAL ASSESSMENT: \$25,482.62²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

§

COUNTY OF BASTROP

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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]³

³ 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

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COUNTY OF BASTROP

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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]⁴

⁴ 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 - PARCEL 95379

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 4,824.71	\$ 1,359.07	\$ 6,183.78
2026	\$ 4,824.71	\$ 1,359.07	\$ 6,183.78
2027	\$ 4,824.71	\$ 1,359.07	\$ 6,183.78
2028	\$ 4,824.71	\$ 1,359.07	\$ 6,183.78
2029	\$ 4,824.71	\$ 1,359.07	\$ 6,183.78
2030	\$ -	\$ 1,359.07	\$ 1,359.07
2031	\$ -	\$ 1,359.07	\$ 1,359.07
2032	\$ -	\$ 1,359.07	\$ 1,359.07
2033	\$ -	\$ -	\$ -
2034	\$ -	\$ -	\$ -
Total	\$ 24,123.55	\$ 10,872.58	\$ 34,996.13

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 115192 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 115192 PRINCIPAL ASSESSMENT: \$43,087.78²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

§

COUNTY 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]³

³ 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

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COUNTY OF BASTROP

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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]⁴

⁴ 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 - PARCEL 115192

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 4,642.23	\$ 1,307.67	\$ 5,949.90
2026	\$ 4,642.23	\$ 1,307.67	\$ 5,949.90
2027	\$ 4,642.23	\$ 1,307.67	\$ 5,949.90
2028	\$ 4,642.23	\$ 1,307.67	\$ 5,949.90
2029	\$ 4,642.23	\$ 1,307.67	\$ 5,949.90
2030	\$ 4,642.23	\$ 1,307.67	\$ 5,949.90
2031	\$ 4,642.23	\$ 1,307.67	\$ 5,949.90
2032	\$ 4,642.23	\$ 1,307.67	\$ 5,949.90
2033	\$ 4,642.23	\$ 345.52	\$ 4,987.75
2034	\$ 0.04	\$ 345.52	\$ 345.56
Total	\$ 41,780.11	\$ 11,152.42	\$ 52,932.53

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 30102 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 30102 PRINCIPAL ASSESSMENT: \$184,396.52²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

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COUNTY OF BASTROP

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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]³

³ 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

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COUNTY 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]⁴

⁴ 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 - PARCEL 30102

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 19,862.96	\$ 5,595.20	\$ 25,458.16
2026	\$ 19,862.96	\$ 5,595.20	\$ 25,458.16
2027	\$ 19,862.96	\$ 5,595.20	\$ 25,458.16
2028	\$ 19,862.96	\$ 5,595.20	\$ 25,458.16
2029	\$ 19,862.96	\$ 5,595.20	\$ 25,458.16
2030	\$ 19,862.96	\$ 5,595.20	\$ 25,458.16
2031	\$ 19,862.96	\$ 5,595.20	\$ 25,458.16
2032	\$ 19,862.96	\$ 5,595.20	\$ 25,458.16
2033	\$ 19,862.96	\$ 1,478.41	\$ 21,341.37
2034	\$ 34.68	\$ 1,478.41	\$ 1,513.09
Total	\$ 178,801.32	\$ 47,718.41	\$ 226,519.73

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 114958 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 114958 PRINCIPAL ASSESSMENT: \$210,020.43²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

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COUNTY OF BASTROP

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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]³

³ 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

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COUNTY OF BASTROP

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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]⁴

⁴ 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 - PARCEL 114958

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 22,626.63	\$ 6,373.70	\$ 29,000.33
2026	\$ 22,626.63	\$ 6,373.70	\$ 29,000.33
2027	\$ 22,626.63	\$ 6,373.70	\$ 29,000.33
2028	\$ 22,626.63	\$ 6,373.70	\$ 29,000.33
2029	\$ 22,626.63	\$ 6,373.70	\$ 29,000.33
2030	\$ 22,626.63	\$ 6,373.70	\$ 29,000.33
2031	\$ 22,626.63	\$ 6,373.70	\$ 29,000.33
2032	\$ 22,626.63	\$ 6,373.70	\$ 29,000.33
2033	\$ 22,626.63	\$ 1,684.11	\$ 24,310.74
2034	\$ 7.06	\$ 1,684.11	\$ 1,691.17
Total	\$ 203,646.73	\$ 54,357.81	\$ 258,004.54

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 127995 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 127995 PRINCIPAL ASSESSMENT: \$149,079.33²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

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COUNTY OF BASTROP

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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]³

³ 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

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COUNTY OF BASTROP

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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]⁴

⁴ 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 - PARCEL 127995

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 9,593.74	\$ 2,702.46	\$ 12,296.20
2026	\$ 9,593.74	\$ 2,702.46	\$ 12,296.20
2027	\$ 9,593.74	\$ 2,702.46	\$ 12,296.20
2028	\$ 9,593.74	\$ 2,702.46	\$ 12,296.20
2029	\$ 9,593.74	\$ 2,702.46	\$ 12,296.20
2030	\$ 9,593.74	\$ 2,702.46	\$ 12,296.20
2031	\$ 9,593.74	\$ 2,702.46	\$ 12,296.20
2032	\$ 9,593.74	\$ 2,702.46	\$ 12,296.20
2033	\$ 9,593.74	\$ 714.07	\$ 10,307.81
2034	\$ 9,593.74	\$ 714.07	\$ 10,307.81
Total	\$ 95,937.40	\$ 23,047.83	\$ 118,985.23

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 114957 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 114957 PRINCIPAL ASSESSMENT: \$826.75²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

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COUNTY OF BASTROP

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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]³

³ 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

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COUNTY OF BASTROP

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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]⁴

⁴ 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 - PARCEL 114957

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 80.41	\$ 22.65	\$ 103.06
2026	\$ 80.41	\$ 22.65	\$ 103.06
2027	\$ 80.41	\$ 22.65	\$ 103.06
2028	\$ 80.41	\$ 22.65	\$ 103.06
2029	\$ 80.41	\$ 22.65	\$ 103.06
2030	\$ 80.41	\$ 22.65	\$ 103.06
2031	\$ 80.41	\$ 22.65	\$ 103.06
2032	\$ 80.41	\$ 22.65	\$ 103.06
2033	\$ 80.41	\$ 5.99	\$ 86.40
2034	\$ 80.41	\$ 5.99	\$ 86.40
Total	\$ 804.10	\$ 193.18	\$ 997.28

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 104899 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 104899 PRINCIPAL ASSESSMENT: \$618,374.53²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

§

COUNTY 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]³

³ 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

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COUNTY OF BASTROP

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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]⁴

⁴ 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 - PARCEL 104899

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 37,141.52	\$ 10,923.98	\$ 48,065.50
2026	\$ 37,141.52	\$ 10,923.98	\$ 48,065.50
2027	\$ 37,141.52	\$ 10,923.98	\$ 48,065.50
2028	\$ 37,141.52	\$ 10,923.98	\$ 48,065.50
2029	\$ 37,141.52	\$ 10,923.98	\$ 48,065.50
2030	\$ 37,141.52	\$ 10,923.98	\$ 48,065.50
2031	\$ 37,141.52	\$ 10,923.98	\$ 48,065.50
2032	\$ 37,141.52	\$ 10,923.98	\$ 48,065.50
2033	\$ 37,141.52	\$ 2,886.42	\$ 40,027.94
2034	\$ 37,141.52	\$ 2,886.42	\$ 40,027.94
2035	\$ 37,141.52	\$ 2,886.42	\$ 40,027.94
2036	\$ 37,141.52	\$ 2,886.42	\$ 40,027.94
2037	\$ 37,141.52	\$ 2,886.42	\$ 40,027.94
2038	\$ 37,141.52	\$ 2,886.42	\$ 40,027.94
2039	\$ 37,141.52	\$ 2,886.42	\$ 40,027.94
2040	\$ 37,141.52	\$ 2,886.42	\$ 40,027.94
2041	\$ 13,186.23	\$ 2,886.42	\$ 16,072.65
Total	\$ 607,450.55	\$ 113,369.56	\$ 720,820.11

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.068 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 113268 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 113268 PRINCIPAL ASSESSMENT: \$663,404.30²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

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COUNTY OF BASTROP

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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]³

³ 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

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COUNTY OF BASTROP

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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]⁴

⁴ 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 - PARCEL 113268

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ 35,497.57	\$ 10,440.46	\$ 45,938.03
2026	\$ 35,497.57	\$ 10,440.46	\$ 45,938.03
2027	\$ 35,497.57	\$ 10,440.46	\$ 45,938.03
2028	\$ 35,497.57	\$ 10,440.46	\$ 45,938.03
2029	\$ 35,497.57	\$ 10,440.46	\$ 45,938.03
2030	\$ 35,497.57	\$ 10,440.46	\$ 45,938.03
2031	\$ 35,497.57	\$ 10,440.46	\$ 45,938.03
2032	\$ 35,497.57	\$ 10,440.46	\$ 45,938.03
2033	\$ 35,497.57	\$ 2,758.66	\$ 38,256.23
2034	\$ 35,497.57	\$ 2,758.66	\$ 38,256.23
2035	\$ 35,497.57	\$ 2,758.66	\$ 38,256.23
2036	\$ 35,497.57	\$ 2,758.66	\$ 38,256.23
2037	\$ 35,497.57	\$ 2,758.66	\$ 38,256.23
2038	\$ 35,497.57	\$ 2,758.66	\$ 38,256.23
2039	\$ 35,497.57	\$ 2,758.66	\$ 38,256.23
2040	\$ 35,497.57	\$ 2,758.66	\$ 38,256.23
2041	\$ 35,497.57	\$ 2,758.66	\$ 38,256.23
Total	\$ 603,458.69	\$ 108,351.61	\$ 711,810.30

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.068 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 47760 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 county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

PARCEL 47760 PRINCIPAL ASSESSMENT: \$33,050.71²

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 *Hunters Crossing 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.

¹ 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.

² Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[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]²

² 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

§

COUNTY OF BASTROP

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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]³

³ 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

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COUNTY OF BASTROP

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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]⁴

⁴ 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 - PARCEL 47760

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$ -	\$ 33,050.71	\$ 33,050.71
2026	\$ -	\$ 33,050.71	\$ 33,050.71
2027	\$ -	\$ 33,050.71	\$ 33,050.71
2028	\$ -	\$ 33,050.71	\$ 33,050.71
2029	\$ -	\$ 33,050.71	\$ 33,050.71
2030	\$ -	\$ 33,050.71	\$ 33,050.71
2031	\$ -	\$ 33,050.71	\$ 33,050.71
2032	\$ -	\$ 33,050.71	\$ 33,050.71
2033	\$ -	\$ -	\$ -
2034	\$ -	\$ -	\$ -
2035	\$ -	\$ -	\$ -
2036	\$ -	\$ -	\$ -
2037	\$ -	\$ -	\$ -
2038	\$ -	\$ -	\$ -
2039	\$ -	\$ -	\$ -
2040	\$ -	\$ -	\$ -
2041	\$ -	\$ -	\$ -
Total	\$ -	\$ 264,405.72	\$ 264,405.72

[a] Parcel 47760 prepaid the Capital Assessment in full and is only subject to the O&M Assessment.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.



STAFF REPORT

MEETING DATE: September 10, 2024

TITLE:

Consider and act on Resolution No. R-2024-109, Emergency procurement from Forsythe Brothers Infrastructure, **in the amount not to exceed Two Hundred Thirty-Five Thousand, Nine Hundred and Seventy-Three and 00/100 (\$235,973.00)** for materials and labor to repair damaged storm drain facilities and appurtenances at Church Street and Button Wood, storm drain outfall erosion at Pecan Park, and the repair of 60 feet of damaged storm drain pipe on Sterling Drive, as shown in Exhibit A-2 to Attachment A; authorizing the execution of all necessary documents; upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.

AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

The City of Bastrop has identified an urgent need for repairs to the drainage infrastructure in three separate locations within the city limits. The amount of rain this year has caused significant damage to the infrastructure at these locations:

- Location 1 – 60 feet of storm drainpipe along Sterling Drive was damage by fire. The pipe has a high potential to collapse and would block the storm drain from discharging water. Additionally, leaving this infrastructure items unaddressed could increase the risk of flooding residential houses in the area.
- Location 2 – Pecan Park storm water outfall has erosion around the outlet which discharges into the Colorado River. Repairing the outfall will stop the erosion and mitigate any additional damage, which in the future would increase cost of repairs.
- Location 3 - The storm drain facilities and appurtenances at Church Street and Buttonwood Street need to be replaced, and an inlet needs to be added at the intersection of Church & Buttonwood Street. Repairing this portion of the street will prevent further ponding of the water, which is currently causing flooding concerns to all residents in the area.

Immediate action is required to ensure that public safety and prevent continued damage. This request is made in accordance with Texas Local Government Code section 252.022(a) to seek an exception to competitive bidding requirements based on the justifications under state law and local policy.

Execution of an emergency contract with Forsythe Brothers Infrastructure is necessary to preserve or protect public health and safety of the residents. Failure to make repairs at the identified locations will result in additional damage or potentially flooding concerns.

FISCAL IMPACT:

The Streets and Drainage budget will be impacted with the full cost of repairs.

RECOMMENDATION:

Take action on Resolution No. R-2024-109, Emergency procurement from Forsythe Brothers Infrastructure, **in the amount not to exceed Two Hundred Thirty-Five Thousand, Nine Hundred and Seventy-Three and 00/100 (\$235,973.00)** for materials and labor to repair damaged storm drain facilities and appurtenances at Church Street and Button Wood, storm drain outfall erosion at Pecan Park, and the repair of 60 feet of damaged storm drain pipe on Sterling Drive, as shown in Exhibit A-2 to Attachment A; authorizing the execution of all necessary documents; upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.

ATTACHMENTS:

1. Resolution No. R-2024-109 *(updated to reflect the amended amount)*
2. Contract for services *(updated to reflect the amended amount)*
3. September 5, 2024 Cost Proposal *(updated to reflect the amended amount)*

RESOLUTION NO. R-2024-109

APPROVING THE EMERGENCY PROCUREMENT OF MATERIALS AND LABOR FROM FORSYTHE BROTHERS INFRASTRUCTURE, LLC.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING EMERGENCY PROCUREMENT FROM FORSYTHE BROTHERS INFRASTRUCTURE, IN THE AMOUNT NOT TO EXCEED TWO HUNDRED THIRTY-FIVE THOUSAND, NINE HUNDRED SEVENTY-THREE AND 00/100 (\$235,973.00) FOR MATERIALS AND LABOR TO REPAIR DAMAGED STORM DRAIN FACILITIES AND APPURTENANCES AT CHURCH STREET AND BUTTON WOOD, STORM DRAIN OUTFALL EROSION AT PECAN PARK, AND THE REPAIR OF 60 FEET OF DAMAGED STORM DRAIN PIPE ON STERLING DRIVE, AS DESCRIBED IN EXHIBIT A-2 TO ATTACHMENT A; AUTHORIZING EXECUTION; PROVIDING FOR FINDINGS OF FACT; SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Texas Local Government Code Section 252.022(a) and the City of Bastrop Purchasing Policy, the City is exempt from engaging in the competitive bidding or competitive proposals procurement process in the event of certain emergency procurements that are necessary to preserve or protect the public health or safety, or in the event of unforeseen damages to public equipment or property; and

WHEREAS, the City of Bastrop has identified an urgent need for repairs to drainage infrastructure in three separate locations within the city limits, made necessary by recent amounts of rainfall that caused significant damage to existing infrastructure at the locations as described in **Exhibit A-2 to Attachment A**; and

WHEREAS, the City of Bastrop (“City”) has found and determined that immediate action is required to ensure the public safety and prevent continued

damage to drainage infrastructure; and

WHEREAS, the City Council has reviewed the proposed Agreement with Forsythe Brothers Infrastructure, LLC (“Agreement”), which is attached hereto and incorporated herein as **Attachment A**.

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

Section 1. Findings of Fact: All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. Approval & Execution: The City Council hereby approves the Agreement (attached hereto and incorporated herein as **Attachment A**) and authorizes the City Manager to execute all necessary documents to enter into the Agreement to provide materials and labor **for an amount not to exceed \$235,973.00** to complete the necessary repairs to the drainage infrastructure.

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

Section 4. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

Section 5. Effective Date: This Resolution shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, its Code of Ordinances, and the laws of the State of Texas.

Section 6. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 10th day of September, 2024.

THE CITY OF BASTROP, TEXAS:

Lyle Nelson, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

**CITY OF BASTROP
CONSTRUCTION SERVICES CONTRACT**

This Construction Services Contract (“Contract”) is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the “City”), and **Forsythe Brothers Infrastructure, LLC.**, (the “Contractor”), and together with the City jointly referred to as the “Parties,” for the following work described on the Scope of Services, Exhibit A-2, attached and incorporated herein to this Contract (the “Work” or “Project”).

I. General Information and Terms.

Contractor’s Name and Address: Forsythe Brothers Infrastructure, LLC.

309 W Lane Street
Manor, TX 78653
Attn: Bill Forsythe

General Description of Services:

QA Construction Inspection, Observation, & Plan Review

Maximum Contract Amount:

\$229,100.00, plus the cost incurred by the Contractor to obtain performance and payment bonds as required, provided that such additional costs for performance and payment bonds may not exceed \$6,873.00.

Effective Date:
parties.

On the latest of the dates signed by both

Termination Date:

See II.D.

Contract Parts: This Contract consists of the following parts:

- I. General Information and Terms
- II. Standard Contractual Provisions
- III. Additional Terms or Conditions
- IV. Additional Contract Documents
- V. Signatures

II. Standard Contractual Provisions.

A. Contractor’s Services. The Contractor will provide to the City the services (“Services”) described in the Scope of Services, Exhibit A-2 attached and incorporated herein to this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the Services provided at intervals of at least 30 days of receipt of Contractor’s invoices, except for the final billing. The City will

pay the Contractor within 30 days of receipt of Contractor's invoices for the Services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City shall have the right to withhold payment, or any part thereof, of any of invoice presented by Contractor until resolution providing reasonable verification of the correctness thereof of is reached. The City shall notify the Contractor, in writing, of the disputed amount within thirty (30) days. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Executed Contract. The "Notice to Proceed" will not be given nor shall any Services commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to this Contract.

D. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

- (a) On the termination date, if any, specified in the General Information in Part I, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in the General Information in Part I, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City Manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five (5) business days prior to the termination date, but the City will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination. The City may terminate the Contract anytime if the City does not have available funds pursuant to Texas Government Code Chapter 2251.

(3) If the City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution).

E. Delays. Contractor shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of Contractor, an extension of time shall be the Contractor's sole remedy.

F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the Services described in the Scope of Services, Exhibit A-2, attached and incorporated herein. The City will not control the manner or the means of the

Contractor's performance but shall be entitled to work product as detailed in the Exhibit A-2. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

G. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

H. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

I. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Bastrop County, Texas.

J. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

K. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

L. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COST IN PROPORTION OF CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT,

ERROR, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR ANYONE WHOM THE CONTRACTOR IS LEGALLY LIABLE FOR UNDER THIS CONTRACT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES WHETHER UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, ENHANCED, TREBLE (OR STATUTORY EQUIVALENT), OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK OR SERVICES PERFORMED OR TO BE PERFORMED HEREUNDER.

N. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, OR ALLEGED TO BE CAUSED BY, THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS..

O. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

P. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

Q. Documents and Data, Licensing of Intellectual Property, and Copyright. All Work progress and final documents and data produced by Contractor during the term of the Contract shall be and remain the property of the City. For purposes of this Contract, the term "Documents and Data" include any original work (the Work), reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the City in the performance of this Contract. It also includes any medium in which the Documents and Data are kept, including digitally, magnetically, or electronically. This Contract creates at no cost to the City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a "work made for hire" as defined by federal copyright law. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

R. Standard of Care for Architects and Engineers. To the extent that the Services under this Contract include services performed by an engineer or architect, such Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

S. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Texas Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission), attached and incorporated herein as Exhibit A-1, that includes:

- (a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
- (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

T. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

U. Prevailing Wage Rates. To the extent this Contract is a contract for construction of a public work, consistent with Texas Government Code Chapter 2258, the City determines, and the Contractor acknowledges, that the prevailing wage rates for the work performed for each craft or type of worker needed to perform the Contract shall be based on the current prevailing wage rate determinations for Bastrop County, Texas, as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are available from the United States Department of Labor website at <http://www.sam.gov>, and are attached hereto as Exhibit C-2.

The Contractor must comply with Chapter 2258 of the Texas Government Code. This statute, among other things, requires all contractors and subcontractors performing public works contracts for the City to:

- 1. Pay the prevailing wage rate as determined by the City for the work performed for each craft or type of worker needed to perform the Contract;

2. Keep records of the name and occupation of each worker, laborer and mechanic employed by them to work on the project and the actual per diem wages paid to each; and

3. Forfeit, as a penalty, \$60 per day for each laborer, worker, or mechanic who is not paid the prevailing wage rate for the type of work performed. The City is authorized to withhold the penalty amount from the Contractor's payment, as provided in the statute.

V. Compliance with Other Texas Governmental Procurement Verifications. The Contractor shall comply with the other governmental procurement requirements for certain verifications by executing the verification attached hereto as Exhibit A-3.

III. Additional Terms or Conditions.

A. Insurance

At all times this Agreement is in effect, Contractor shall maintain insurance of the types and amounts as those required in Exhibit B-1. All of Contractor's insurance policies in any way relating to the Work, whether or not required by this Agreement and regardless of the enforceability or validity of any of the indemnities or other assumptions of liability by Contractor, shall, to the full coverage limits of all such policies without any limitations based on the minimum requirements set forth above: (a) other than the worker's compensation insurance, name City Group as additional insureds on a broad form basis with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (i) "ongoing operations," (ii) coverage for vicarious liability, or (iii) circumstances in which the named insured is partially negligent; (b) provide for waiver of all rights of subrogation against City and the other members of City Group; and (c) be primary and noncontributory as to all other policies (including any deductibles or self-insured retentions) and self-insurance that may provide coverage to any member of City Group, and shall be fully applied and exhausted before application of any applicable indemnity obligations of City or of any applicable insurance coverage provided by City or any other member of City Group.

To the extent this Contract is a contract for construction of a public work, consistent with Texas Labor Code Section 406.096, the Contractor hereby certifies that the Contractor shall provide workers' compensation insurance coverage for each of its employees consistent with state law, and that the Contractor shall require its Subcontractors to provide the same certification to the Contractor, who shall provide the Subcontractor's certification to the City.

B. Audit

Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Contractor including those in Contractor Group, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Agreement. The records to be maintained and retained by Contractor Group shall include, without limitation, (a) payroll records accounting for

total time distribution of Contractor's employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other Third Parties' charges, including, but not limited to, Equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The City shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes).

C. Reports of Incidents

Within twenty-four (24) hours upon occurrence, Contractor shall provide in writing to the City notice and details of any accidents or occurrences resulting in injuries to persons, property, or pollution arising in any way arising out of or related to the Work whether done by Contractor or any subcontractor of Contractor or any other member of Contractor Group performing Work pursuant to this Contract. Contractor shall in writing within twenty-four (24) hours of any claim, demand, or suit that may be presented to or served upon it arising out of or as a result of Work.

D. Performance and Payment Bonds

To the extent this Contract is a contract for construction of a public work costing over \$100,000, the Contractor must provide a performance bond satisfying the requirements of Texas Government Code Chapter 2253. Such performance bond must be: (1) for the protection and benefit of City; (2) in the amount of the contract; and (3) conditioned on the faithful performance of the Contract by the Contractor in accordance with the plans, specifications, and Contract documents.

To the extent this Contract is a contract for construction of a public work costing over \$50,000, the Contractor must provide a payment bond satisfying the requirements of Texas Government Code Chapter 2253. Such payment bond must be: (1) for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a Subcontractor to supply public work labor or material under this Contract; and (2) in the amount of the contract price.

The performance and payment bonds must: (1) be executed in accordance with Texas Government Code Chapter 2253 by a surety company authorized to business in the State of Texas; (2) clearly and prominently display on the bond or on an attachment to the bond either (a) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent, or (b) the toll-free telephone number maintained by the Texas Department of Insurance and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

IV. Additional Contract Documents. The following documents attached to this Contract are part

of this Contract:

- EXHIBIT A-1: Certificate of Interested Parties (1295 Form)
- EXHIBIT A-2 Scope of Work
- EXHIBIT A-3 Texas Governmental Procurement Verifications
- EXHIBIT B-1 Requirements for General Services Contract
- EXHIBIT C-1 Performance and Payment Bonds
- EXHIBIT C-2 Prevailing Wage Rates

V. Signatures.

Forsythe Brothers Infrastructure, LLC.

CITY OF BASTROP

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A-1

Certificate of Interested Persons with Certification of Filing
(Form 1295)

(See Attached)

EXHIBIT A-2

Scope of Services **dated September 5, 2024**

(See Attached)

EXHIBIT A-3**Texas Governmental Procurement Verifications****A. No Boycott of Israel.**

Pursuant to Section 2270.0002, Texas Government Code, the Contractor hereby verifies and represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott the State of Israel (“Israel”) and, will not boycott Israel during the term of this Contract. The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Contract and which is hereby incorporated into this Contract, is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

B. The Contractor is not a Terrorist Organization.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Contractor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified as a terrorist or similar organization or nation-state on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Contractor and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

C. Verification Regarding Energy Company Boycotts.

To the extent this Contract constitutes a contract for goods or services for which a written verification is required under Section 2276.002, Texas Government Code, the Contractor hereby verifies and represents that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Contract. The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Contract and which is hereby incorporated into this Contract, is made solely to comply with Section 2276.002, Texas Government Code, as amended, to the extent Section 2276.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001(1), Texas Government Code. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

D. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Contract constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, the Contractor hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Contract and which is hereby incorporated into this Contract, is made solely to comply with Section 2274.002, Texas Government Code to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

VERIFICATION

State of Texas §
County of Bastrop §

The undersigned hereby affirms under penalty of perjury that they are the authorized representative and agent of the Contractor for the purpose of making this verification, and that all representations in the foregoing Exhibit A-3, incorporated into the Contract by this reference, are true.

Agent's Signature

Printed Name: _____ Title: _____

Contractor: _____

On this date personally appeared before me the above-named representative and agent of Contractor, who was known to or satisfactorily identified me, and affirmed under penalty of perjury that that all representations in the foregoing Exhibit A-3 are true.

Notary Public

Date

EXHIBIT B-1
REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City, including any delay periods. If the Project is not finalized and the insurance expires, Contractor is obligated to extend the insurance coverage. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bastrop accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

- A.** The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B.** A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
- C.** All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D.** All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E.** **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F.** All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.
- G.** All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- H.** Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I.** Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.
- J.** Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K.** All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.
- L.** Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M.** Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.
- N.** A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

**City of Bastrop
Engineering and Capital Project Management Department
1311 Chestnut Street
Bastrop, TX 78602**

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

- Workers' Compensation Statutory limits, State of TX.
- Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

Commercial General Liability:

	<input type="checkbox"/> Very High/High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

	<input type="checkbox"/> Very High/ High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily	

- Garage Liability for BI & PD
 - \$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto
 - \$2,000,000 General Aggregate

- Garage Keepers Coverage (for Auto Body & Repair Shops)
 - \$500,000 any one unit/any loss and \$200,000 for contents

Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

- Contract value less than \$1,000,000: **not required**
- Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**
- Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**
- Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**
- Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Bastrop) Limit is 100% of insurable value, replacement cost basis

Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Bastrop)

- \$1,000,000 each occurrence
- \$2,000,000 aggregate

Other Insurance Required: _____

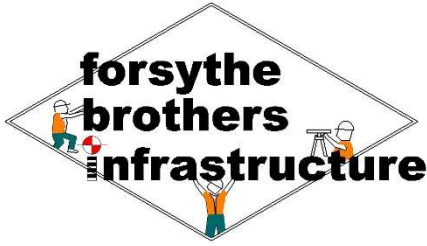
NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.

EXHIBIT C-1
PERFORMANCE AND PAYMENT BONDS

(Bonds to be provided by Contractor and attached as part of the Contract Documents)

EXHIBIT C-2
PREVAILING WAGE RATES

(Attach the current prevailing wage rate determinations for Bastrop County, Texas, as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are available from the United States Department of Labor website at <http://www.sam.gov>.)



Sept 5, 2024

Mr. John Eddleton

Superintendent of Streets and Bridges

City of Bastrop Texas

Dear John-

Below per our conversations are the listed 3 projects under consideration for quotation. Please advise with any questions and thanks greatly for allowing us to provide quotations.

Project #1 Construction of Storm Drain Facility and Appurtenances at Church St/Buttonwood

Scope:

Install nominally 350 of 15" round reinforced concrete pipe

Bedding material to be washed sand to top of pipe-native material above top of pipe to finished grade

Work to include excavation to line/grade as outlined on previous exhibit, removal of existing pipe/haul off of spoils and debris.

Pipe trench to be compacted via mechanical equipment (soil density testing by others)

Pricing includes road base replacement at driveways (salvage of existing one course surface treatment)

Pricing includes installation of 2'x2'x30" junction box with cast iron grate-inverted fill to be installed to match upstream pipe flowline.

Pricing includes construction of downstream "headwall"(final geometry to be determined) to match proposed 15" rcp with existing downstream pipe at Church St.

Pricing includes setup of traffic control signage as necessary, use of drums or "tall" highway cones to delineate edge of roadway, as well as orange safety fencing daily to delineate any open areas.

Price includes cleanup as well as fine grading/raking work.

Price does not include performance and payment bonds.

Alternate savings of \$2500 may be realized by utilizing hdpe pipe in lieu of rcp (this does not constitute an endorsement of the load carrying capacity of the hdpe over the rcp)

Project #2 Storm Drain Outfall Erosion Repair

Scope:

Remove cinder block barrier at wall on outlet structure

Excavate zone downstream of outlet structure, compact, and install 8 oz geotextile. Install 12"-18" rock riprap (assumed two triaxle loads for this estimate)

Excavate deteriorated zone downstream of the structure, Haul away material to a permitted fill site. Assume the entire reach of 162'x20' wide. Assumed approximately 2' of depth.

Compaction of subgrade to be via padfoot roller using ordinary compaction.

Import clay material ("black clay" or equivalent-assumed Manor geographic area as example of clay type) and place over subgrade to a depth of nominally 2' Compact using Ordinary Compaction using padfoot roller.

Included a token amount of silt fencing, and use of FODS trackout system at top of slope/roadway.

Performance and Payment bonds were not included.

Project #3 60" Pipe Repair off Schaefer Blvd.

Scope:

Remove and replace existing 60" hdpe pipe from approximate existing manhole for a distance of approximately 140 lf due to fire damage.

Install silt fencing and FODS trackout system

Verify slope of existing pipeline to determine repair areas of full length or if a reduced scope may be employed.

Remove old damaged pipe and haul away

Install approximately 140 lf of 60" hdpe pipe using pea gravel or sand bedding depending on manufacturer's recommendation.

Provide and utilize aluminum trench boxes and combined benching for pipe installation.

Utilize native material to backfill trench/excavation. Remaining spoils are to be hauled away.

Compact material above pipe using padfoot roller and/or mechanical equipment such as rammer/tampers.

Grade and rake final finished surface.

Combined lump sum cost: \$229,100.00

Please advise with questions, concerns, or modifications. Thanks again for allowing us to provide a quotation and to work for the City of Bastrop in the past!

Sincerely,

A handwritten signature in black ink that reads "Bill Forsythe". The signature is written in a cursive style with a large, stylized "B" and "F".

Bill Forsythe

Forsythe Brothers Infrastructure, llc



STAFF REPORT

MEETING DATE: September 10th, 2024

TITLE:

Consider and act to approve Resolution No. R-2024-120, Approving an Interlocal Agreement for Joint and Cooperative Purchasing by and between the City of Bastrop and the City of Round Rock attached as Exhibit A; authorizing the City Manager to execute all necessary documents; upon request and providing for findings a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Doug Haggerty – Manager, Fleet & Facilities Department

BACKGROUND/HISTORY:

The City of Round Rock and the City of Bastrop, Texas, have entered into an Interlocal Agreement to jointly purchase materials, supplies, goods, services, or equipment. This agreement is authorized by Texas state law, specifically Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code. The purpose of this agreement is to allow the cities to realize substantial savings and economics of scale by jointly procuring goods and services.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of Resolution No. R-2024-120 of the City Council of the City of Bastrop, Texas, approving the proposed Interlocal Agreement related to Paintless Dent Repair.

ATTACHMENTS:

Exhibit A - ILA with Round Rock Coop Purchasing

RESOLUTION NO. R-2024-120

**APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF ROUND ROCK
FOR JOINT AND COOPERATIVE PURCHASING**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, TO APPROVE AN INTERLOCAL AGREEMENT FOR JOINT AND COOPERATIVE PURCHASING BY AND BETWEEN THE CITY OF BASTROP AND THE CITY OF ROUND ROCK ATTACHED AS EXHIBIT A; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDINGS OF FACT; REPEALER; SEVERABILITY; EFFECTIVE DATE; PROPER NOTICE AND MEETING.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, a local government to participate in a cooperative purchasing program with another local government or local cooperative organization; and

WHEREAS, the City of Bastrop and the City of Round Rock ("Parties") are local governments as that term is defined in Section 271.101(2) of the Texas Local Government Code; and

WHEREAS, a local government that purchases materials, supplies, goods, services, or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services; and

WHEREAS, local governments in the State of Texas have the ability to realize substantial savings and economics of scale by jointly procuring materials, supplies, goods, services, or equipment; and

WHEREAS, the Parties desire to enter into a cooperative purchasing program which will allow Parties to purchase materials, supplies, goods, services, or equipment pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, each of the Parties finds that its payments for services performed pursuant to the Interlocal Agreement ("Agreement"), attached hereto as **Exhibit A**, may be made from current revenues that are readily available only for payments that are due this fiscal year; and

WHEREAS, the Parties find that the amount paid for the services performed under this

Agreement fairly compensates the performing party; and

WHEREAS, the Parties, acting by and through their respective signature authorities, do hereby adopt and find the foregoing premises as findings of said governing bodies; and

WHEREAS, the City Council today desires to approve the Agreement, attached hereto and incorporated herein as **Exhibit A**.

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

- Section 1. Finding of Facts:** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.
- Section 2. Approval & Execution:** The City Council hereby approves the Agreement, which is attached and incorporated herein as **Exhibit A**, and authorizes the execution of the Agreement on behalf of the City.
- Section 3. Repealer:** To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated.
- Section 4. Severability:** Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.
- Section 5. Effective Date:** This Resolution shall be in full force and effect from and after its passage.
- Section 6. Proper Notice & Meeting:** The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 10th day of September 2024.

THE CITY OF BASTROP, TEXAS:

Lyle Nelson, Mayor

ATTEST:

Irma Parker, Interim City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

**INTERLOCAL AGREEMENT FOR JOINT AND COOPERATIVE
PURCHASING BY AND BETWEEN THE
CITY OF ROUND ROCK AND
CITY OF BASTROP**

This Interlocal Agreement (hereinafter referred to as the “Agreement”) is entered into by and between the undersigned Local Governments of the State of Texas, namely the **City of Round Rock, Texas**, and the **City of Bastrop, Texas** (hereinafter referred to as the “Local Governments”), acting by and through their respective authorized signatories pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, for the purpose of participating in joint and cooperative purchasing. The undersigned Local Governments may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code; and,

WHEREAS, the Parties are local governments as that term is defined in Section 271.101(2) of the Texas Local Government Code; and,

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization; and,

WHEREAS, a local government that purchases materials, supplies, goods, services or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services; and,

WHEREAS, local governments in the State of Texas have the ability to realize substantial savings and economics of scale by jointly procuring materials, supplies, goods, services or equipment; and,

WHEREAS, the Parties desire to enter into a cooperative purchasing program which will allow Parties to purchase materials, supplies, goods, services or equipment pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code; and,

WHEREAS, each of the Parties finds that its payments for services performed pursuant to this Agreement may be made from current revenues that are readily available only for payments that are due this fiscal year; and,

WHEREAS, the Parties find that the amount paid for the services performed under this Agreement fairly compensates the performing party; and,

WHEREAS, the Parties, acting by and through their respective signature authorities, do hereby adopt and find the foregoing premises as findings of said governing bodies; and,

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing program between the Parties, which will allow the Parties to realize savings when purchasing materials, supplies, goods, services or equipment, and which will facilitate the Parties' ability to satisfy state laws requiring the Parties to seek competitive bids for the purchase of goods and services.

**ARTICLE II
TERM**

The term of this Agreement shall commence on the date on which all Parties hereto have executed this Agreement (“Effective Date”). This Agreement shall automatically renew for successive periods of one (1) year under the terms and conditions stated herein, unless superseded by a supplemental agreement or terminated as provided in this Agreement.

**ARTICLE III
TERMINATION**

A Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Parties. Withdrawal of one Party to this Agreement does not affect the validity of this Agreement as to the remaining Parties.

**ARTICLE IV
PURCHASING**

Each Party shall designate a person to act under the direction of, and on behalf of, said Party in all matters relating to the cooperative purchasing program. Each Party shall make payments directly to vendors under their respective contracts with vendors made under Chapter 271, Subchapter F, Texas Local Government Code. Each Party shall be responsible for the vendors' compliance with provisions relating to the quality of items and terms of delivery as to any items purchased by said Party under this Agreement.

**ARTICLE V
PARTICIPATION**

The Parties agree that any vendor offer of materials, supplies, goods, services or equipment to any Party to this Agreement shall be considered an offer to all Parties to this Agreement. Any vendor making a solicitation shall be notified by the Party seeking the

solicitation that they may limit their offer to apply only to that Party. They shall be further notified that failing to do so, their offer may be included in this cooperative program. Additionally, if other governmental entities within the State of Texas become a Party to this Agreement, any prior offer made available to the Parties to this cooperative program may be extended to that Party so the Party has the opportunity to purchase from any solicitation made by any person or entity to any of the parties participating in this Agreement; however, any vendor offer made to any Party to this agreement, if extended to another Party through this Agreement, is not a final contract without the consent and agreement of the successful vendor(s) to the extension.

All parties indicate their understanding and all parties hereby expressly agree that none of the entities that are parties to this agreement are agents of, partners to, or representatives of those other entities and that no Party to this agreement is obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements of another Party to this Agreement.

**ARTICLE VI
CURRENT REVENUE**

The Parties hereby warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of each party hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party. The Parties hereby warrant that no debt is created by this Agreement.

**ARTICLE VII
FISCAL FUNDING**

The obligations of the Parties pursuant to this Agreement are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

**ARTICLE VIII
MISCELLANEOUS**

A. Relationship of Parties: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

B. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand delivery or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

Exhibit A

Item 9H.

C. Amendment: This Agreement may be amended by the mutual written agreement of the Parties.

D. Severability: In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

E. Governing Law: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws and court decisions of the State of Texas; and venue for any action concerning this Agreement shall lie in the designated County of the first Party to the Contract named as a Defendant.

F. Entire Agreement: This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

G. Recitals: The recitals to this Agreement are incorporated herein.

H. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

[Signatures on the following page.]

Exhibit A

Item 9H.

EXECUTED on this the _____ day of the month of _____, 2024.

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date Signed: _____

Address for Notice:
221 East Main Street
Round Rock, Texas 78664

ATTEST:

By: _____
Ann Franklin, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephanie L. Sandre, City Attorney

Exhibit A

Item 9H.

EXECUTED on this the _____ day of the month of _____, 2024.

CITY OF BASTROP, TEXAS

By: _____
Lyle Nelson, Mayor

Date Signed: _____

Address for Notice:
13311 Chestnut Street
Bastrop, Texas 78602

ATTEST:

By: _____
City Secretary



STAFF REPORT

MEETING DATE: September 10, 2024

TITLE:

Consider and act on the first reading of Ordinance No. 2024-32 granting an extension of the master plan expiration for the Reed Ranch Planned Development District, being 24.04 acres out of the Nancy Blakey Survey, as shown on Attachment 2, located at 615 W Highway 71, within the city limits of Bastrop, Texas, providing for findings of fact; providing for repealer; providing for severability; providing for enforcement; providing for proper notice and meeting; and establishing an effective date.

STAFF REPRESENTATIVE:

Submitted by: Kennedy Higgins – Senior Planner, Development Services

BACKGROUND:

The applicant has applied for an extension of the Master Plan for the Zoning Concept Scheme for Reed Ranch. Per the PDD ordinance, 2023-22 the PD Master plan expires one year (365 days) after approval if the Site plan has not been approved. The applicant is still working through the process, as the City is still working on the extension of Blakey lane. Blakey lane is key for this development. For this reason, the applicant is requesting an extension.

CODE EXPLANATIONS:

B3 Code

Sec. 3.4.006. Master plan. (PDD Ordinance No. 2023-22)

h) Lapse of master plan. A PD master plan shall expire after a period of one year /365 calendar days) if substantial progress is not demonstrated in the form of approval of a site development plan.

i) Extension and reinstatement. Extension of a PD master plan or site plan shall be in accordance with the following:

1) Prior to the lapse of approval for a PD master plan, the applicant may request that the city, in writing, extend the plan approval. Such request shall be considered at a public meeting before the P&Z and the city council, and an extension may be granted by city council at such meeting. Two extensions of six months each in length may be granted, unless otherwise specified by ordinance. If no petition for extension of PD master plan approval is submitted, then the plan shall be deemed to have automatically expired by operation of law and shall become null and void.

2) Determination of extension. In determining whether to grant a request for extension, the city council shall take into account the reasons for the lapse, the ability of the applicant to comply with any conditions attached to the original approval, and the extent to which development regulations would apply to the concept plan or site plan at that point in time. The P&Z and city council shall either extend the PD master plan or deny the request, in which instance the

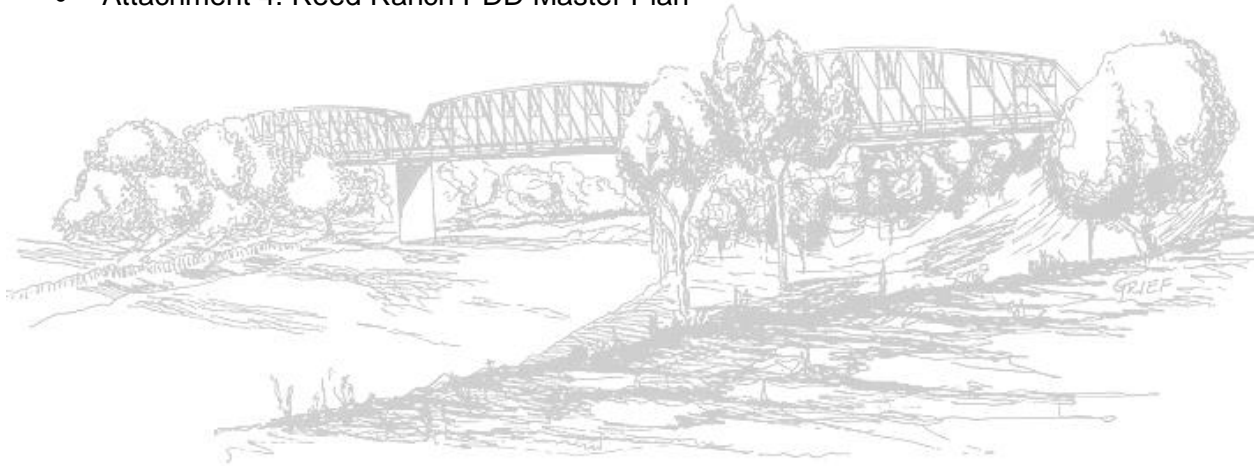
originally approved plan shall be deemed null and void. However, the two aforementioned extensions shall not be unreasonably withheld without due cause.

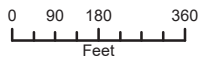
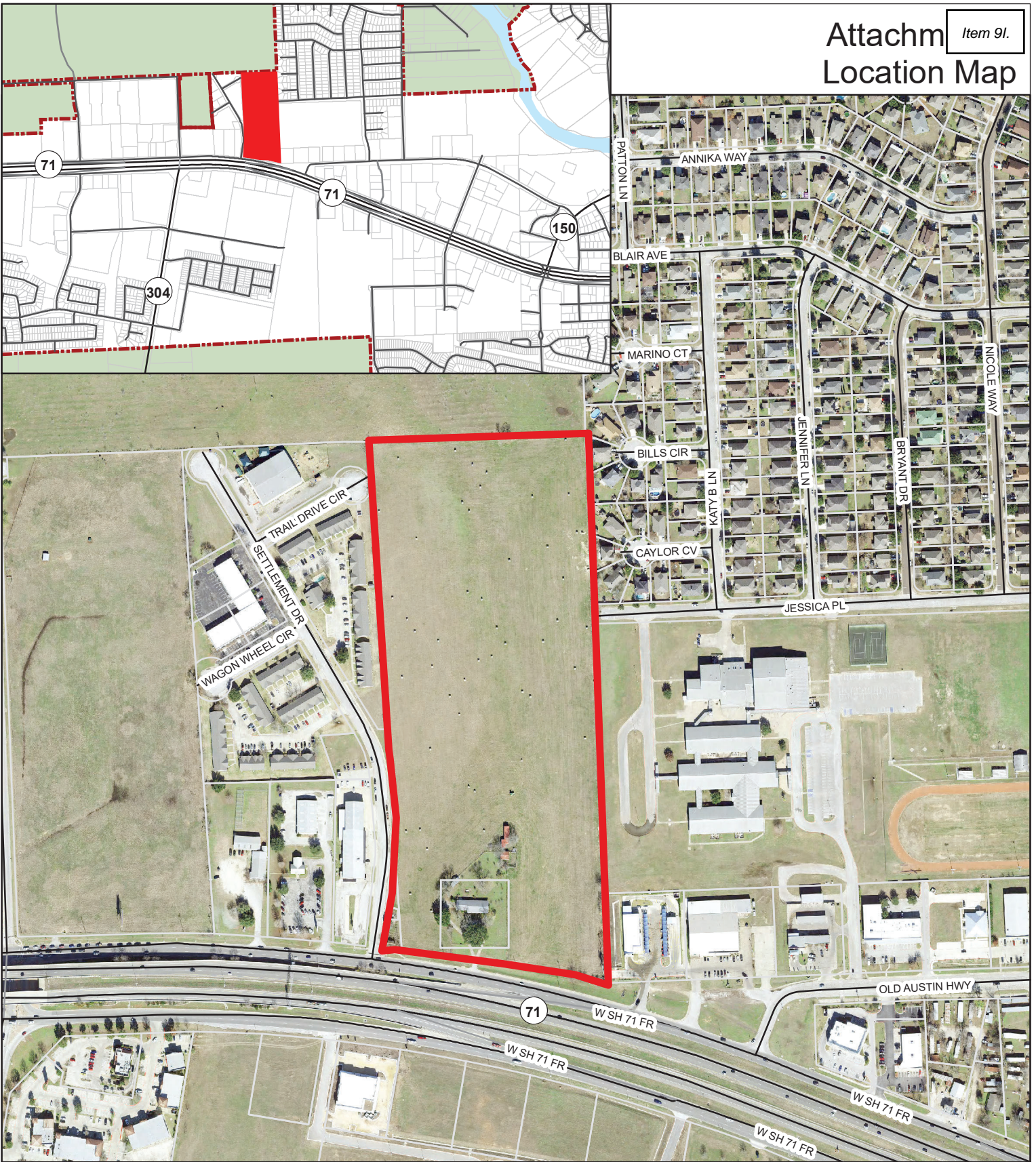
STAFF RECOMMENDATION:

Consider and act on the first reading of Ordinance No. 2024-32 granting an extension of the master plan expiration for the Reed Ranch Planned Development District, being 24.04 acres out of the Nancy Blakey Survey, as shown on Attachment 2, located at 615 W Highway 71, within the city limits of Bastrop, Texas, providing for findings of fact; providing for repealer; providing for severability; providing for enforcement; providing for proper notice and meeting; and establishing an effective date.

ATTACHMENTS:

- Attachment 1: Location Map
- Attachment 2: Ordinance No. 2024-32
- Attachment 3: Applicants Request
- Attachment 4: Reed Ranch PDD Master Plan





1 inch = 400 feet

Date: 10/4/2023

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of the information, nor does it represent that its use will not infringe upon privately owned rights.



ORDINANCE 2024-32

**REED RANCH PDD MASTER PLAN
EXPIRATION EXTENSION**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, GRANTING AN EXTENSION OF THE MASTER PLAN EXPIRATION FOR THE REED RANCH PLANNED DEVELOPMENT DISTRICT FOR 24.04 +/- ACRES OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NUMBER 98, BASTROP COUNTY, TEXAS, MORE COMMONLY KNOWN AS REED RANCH; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PROPER NOTICE AND MEETING; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas (City) is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, on or about November 7, 2023, the City Council Approved Ordinance 2023-35, known as the Reed Ranch Zoning Concept Scheme changing the zoning of 24.04 +/- acres from P2 Rural to Planned Development District; and

WHEREAS, in accordance with City of Bastrop Code of Ordinances, Bastrop Building Block (b3) code article 3.4 Planned Development Districts Section 3.4.006 Master Plan, (h) the master plan shall expire one year (365 days) and (i) extension and reinstatement can be requested; and

WHEREAS, on or about June 27, 2024, the owner's representative, Hayden Lunsford, requested an extension of the expiration of the master plan, set to expire on the anniversary of approval of the ordinance; and

WHEREAS, a public hearing was held before the City of Bastrop Planning and Zoning Commission (P&Z) on August 29, 2024 and a recommendation was made to approve the requested extension of 12 months; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that are for good government, peace, or order of the City and are necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicants, and all other information presented, City Council finds that it is necessary and proper to enact this Ordinance.

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

- Section 1:** The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.
- Section 2:** The Property, 24.04 acres out of the Nancy Blakey Survey, Abstract number 98, more commonly known as Reed ranch, more particularly shown and described in Exhibit A which is attached and incorporated herein, the extension of the expiration of the master plan is hereby granted, the new expiration of the master plan will be November 7, 2025.
- Section 3:** All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.
- Section 4:** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.
- Section 5:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.
- Section 6:** This Ordinance shall be effective immediately upon passage and publication.

[Signatures on following page]

READ & ACKNOWLEDGED on First Reading on this the 10th day of September 2024.

READ & ADOPTED on Second Reading on this the 24th day of September 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

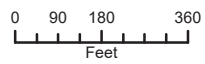
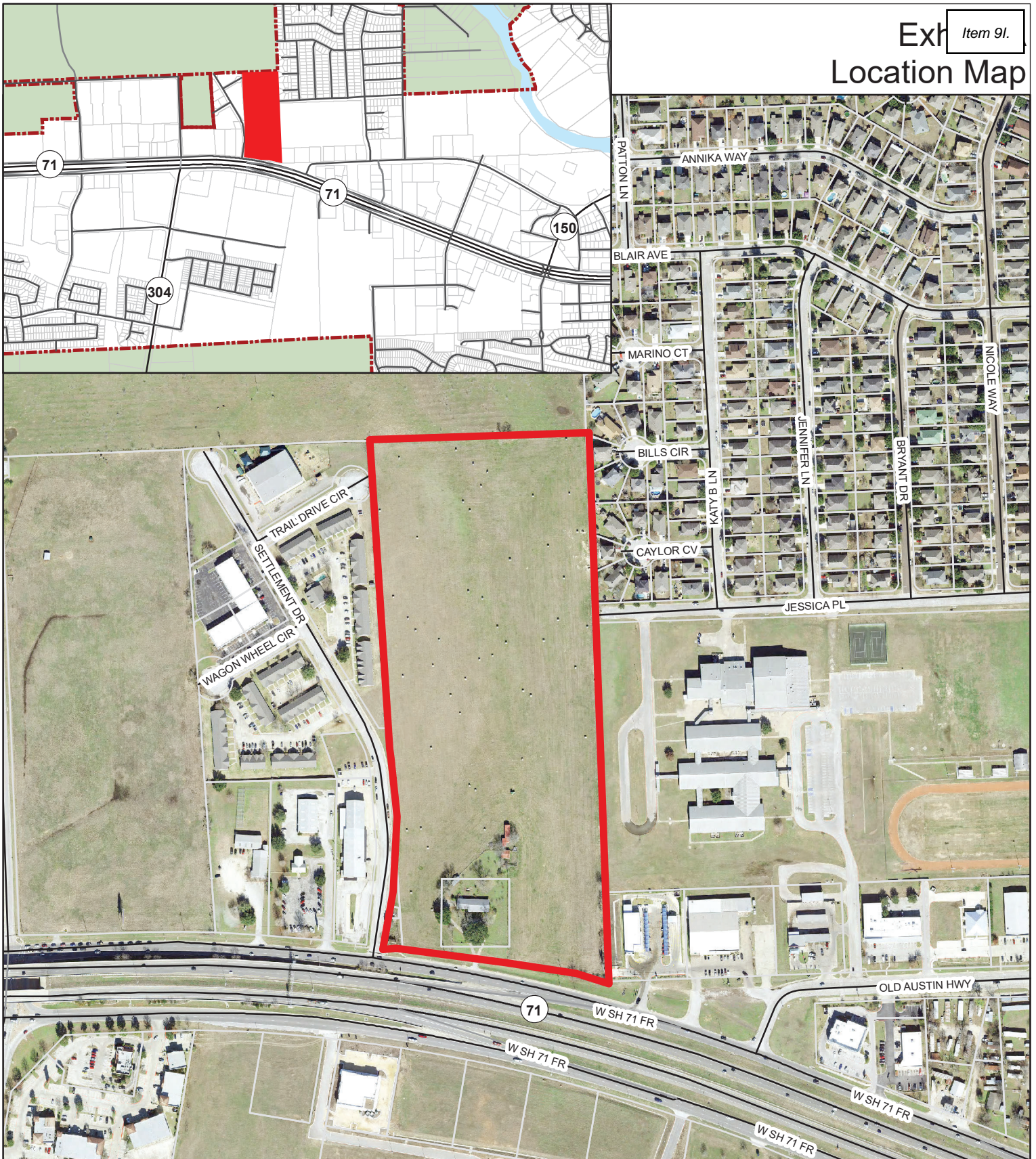
City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

EXHIBIT A

Property Description



Reed Ranch Property Location Map

1 inch = 400 feet



Date: 10/4/2023

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of the information, nor does it represent that its use will not infringe upon privately owned rights.

June 27, 2024

PD Master Plan – Ordinance 2023-35 – Extension Request

To Whom It May Concern,

This letter serves as the formal request to extend the PD Master Plan for Reed Ranch located at the northeast corner of W SH 71 westbound service road and Settlement Drive, encompassing approximately 24.462 acres.

Per the PDD Ordinance: *“(h) Lapse of master plan. A PD master plan shall expire after a period of one year (365 calendar days) if substantial progress is not demonstrated in the form of approval of a site development plan.”*

Based on the above requirement, an extension request must be approved on or prior to September of this year for this project, given the Reed Ranch ordinance was adopted in November of 2023.

Reasons for Extension:

- The necessary ROW and Easement dedication required of us for public roadway improvements included in The Master Transportation Plan were finalized on 5/28/24. Even if we gave all our third-party vendors the green-light to work towards a Site Development Plan on that date, it would be very difficult to get approval by November. City staff can speak to our cooperation and urgency to get these ROW and Easement documents finalized. Knowing the widths of these areas has to come before anything else.
- The extension of Blakey Lane from Lowe’s over to Riverside Grove and then it’s connection down to Old Austin Highway. These connections are paramount to the viability of our project, and they are out of our control (funding and timing). We understand the City is working hard to put these roads in place, but there is always a chance things get delayed or denied. If we open the doors of Reed Ranch Phase I without this road, the only access will be off of Settlement Drive. Not only will Settlement Drive be a mess to maneuver, but our project will greatly suffer. It will also be a massive disruption once the road is under construction adjacent to our newly completed project. It is our goal to see significant progress from the City on these improvements before we press go so that the necessary access is already in place when we open.

Thank you for the consideration.

OWNER:

Bastrop Apartments, L.P.

By: _____

Name: Hayden Lunsford

Title: Authorized Person

ORDINANCE 2023-35

**ZONING CONCEPT SCHEME CHANGE
REED RANCH**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE ZONING CHANGE FOR 24.462 +/- ACRES OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT 98, BASTROP COUNTY, TEXAS, MORE COMMONLY KNOWN AS REED RANCH FROM P2 RURAL TO PLANNED DEVELOPMENT DISTRICT; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PROPER NOTICE AND MEETING; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas (City) is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, on or about July 26, 2023, Charley Dorsaneo submitted a request for zoning modifications for certain properties located at the northeast corner of State Highway 71 and Settlement Drive, within the city limits of Bastrop, Texas described as being 24.462 +/- acres of land out of the Nancy Blakey Survey Abstract 98 more commonly known as Reed Ranch ("Property"); and

WHEREAS, the City Staff has reviewed the request for zoning modifications, and finds it to be justifiable based upon the Future Land Use Designation for this Property; and

WHEREAS, City Council has reviewed the request for zoning modifications, and finds the request to be reasonable and proper under the circumstances; and

WHEREAS, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City of Bastrop Planning and Zoning Commission (P&Z) on October 5, 2023; and

WHEREAS, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City Council regarding the requested zoning modification; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that are for good government, peace, or order of the City and are necessary or proper for

carrying out a power granted by law to the City; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicants, and all other information presented, City Council finds that it is necessary and proper to enact this Ordinance.

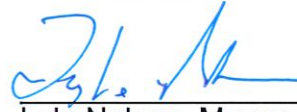
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS THAT:

- Section 1:** The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.
- Section 2:** The Property, a 24.462 +/- acres tract of land out of the Nancy Blakey Survey, Abstract 98, Bastrop County, Texas, more commonly known as Reed Ranch, more particularly shown and described in Attachment A which is attached and incorporated herein, is hereby rezoned from P2 Rural to Planned Development District with a base district of P4 Mix. The City Manager is hereby authorized to promptly note the zoning change on the official Zoning Map of the City of Bastrop, Texas.
- Section 3:** All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.
- Section 4:** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.
- Section 5:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.
- Section 6:** This Ordinance shall be effective immediately upon passage and publication.

[Signatures on following page]

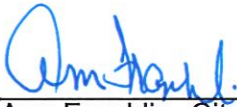
READ & ACKNOWLEDGED on First Reading on this the 10th day of October
2023. **READ & ADOPTED** on Second Reading on this the 7th day of
November 2023.

APPROVED:



Lyle Nelson, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:

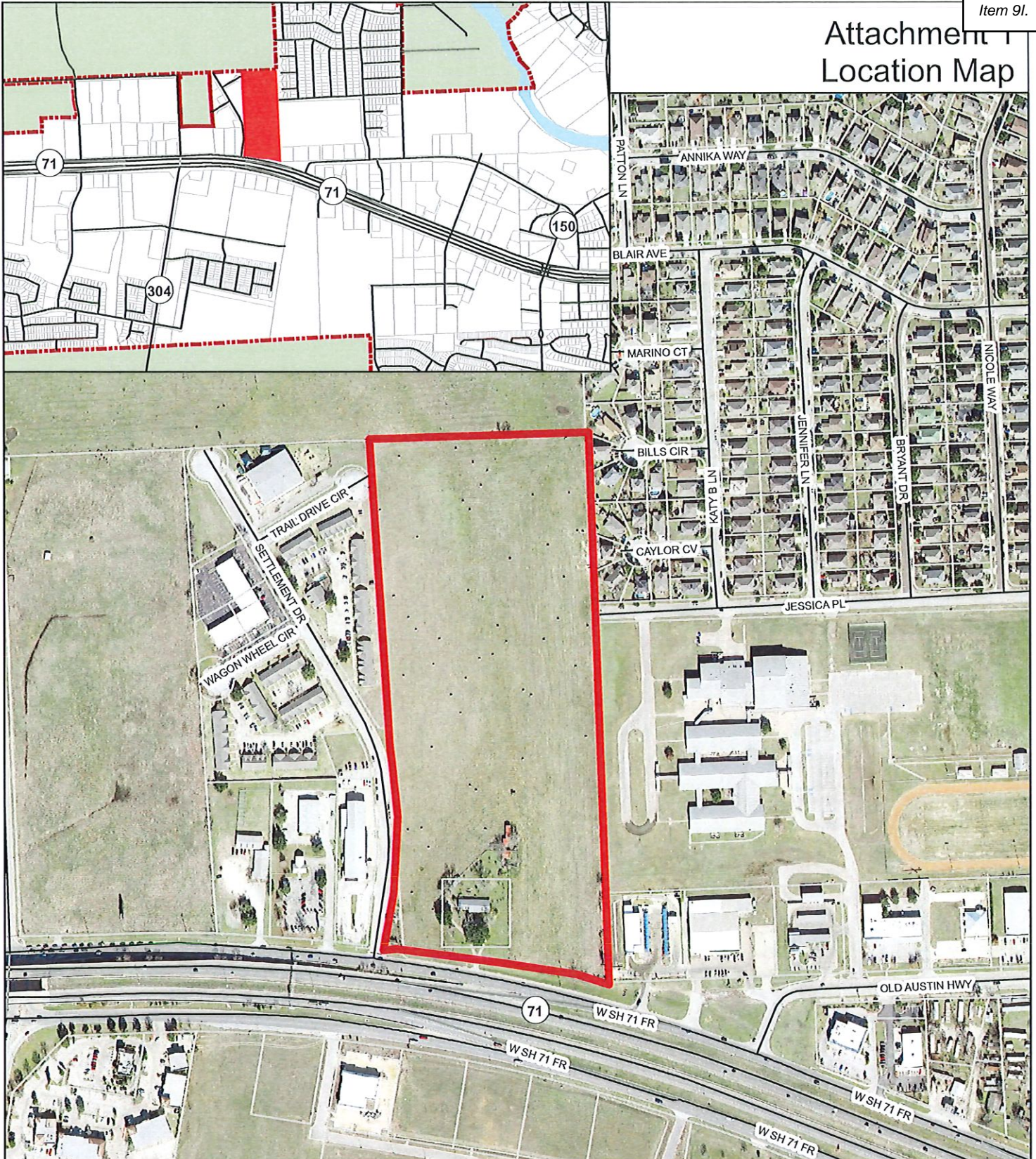


Alan Bojorquez, City Attorney

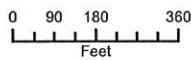
ATTACHMENT A

Property Description

Attachment 1 Location Map



Reed Ranch Property Location Map



1 inch = 400 feet

Date: 10/4/2023

The accuracy and precision of this cartographic data is limited and should be used for information/planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.



ATTACHMENT B

Reed Ranch PDD

REED RANCH

PLANNED DEVELOPMENT DISTRICT

PROPERTY

The subject property is located at the northeast corner of W SH 71 westbound service road and Settlement Drive, encompassing approximately 24.462 acres, as described in the survey, attached hereto as **Exhibit A**, (the "Property").



PURPOSE

The purpose of this planned development zoning district is to develop a two-phase multifamily project with varying building sizes and which will incorporate a mix of unit types nearby accessible civic space through a network of pedestrian-friendly streets. Per the City of Bastrop’s Comprehensive Plan 2036, the proposed development is located within a Transitional Residential character area. This development is compliant with the character area designation as it provides a multifamily use as an appropriate transition between the neighboring Public and Institutional and Neighborhood Residential character areas to the east and the General Commercial character area to the west (5-17). The development furthers the recommended development pattern of the character area by providing a new collector street along the eastern boundary. To move forward with our project, we are making an application for a Planned Development District (PDD) zoning designation, which is a representative zoning district for the character area, and therefore no amendment to the comprehensive plan is required (5-17). The Property is currently zoned as P2 (Rural).

CONCEPT PLAN & BASE ZONING

A conceptual Planned Development Master Plan (the "PD Master Plan") for the proposed project has been attached to this PDD in **Exhibit B** to illustrate and identify the proposed land uses, intensities, building locations, building footprints, and thoroughfare locations, for the Property. In accordance with the B3 Code, the Property shall have a base place type designation of P4 (Mix), to allow for all permitted Building Types, including but not limited to Apartment and Courtyard Apartment Building types. The project is a

REED RANCH

PLANNED DEVELOPMENT DISTRICT

contributing development to the goals of the overall place type mix within the pedestrian shed and the sole use for the Property shall be for multifamily development, as well as related accessory amenity and civic space uses. The southern portion of the Property shall be Phase 1 and the northern portion of the Property shall be Phase 2, and the development shall be constructed in that respective sequence. Approval of this PDD does not constitute approval of a subdivision or site plan.

DEVELOPMENT STANDARDS

The development standards of this PDD may include, but shall not be limited to, uses; density; lot size; building size; lot dimensions; setbacks; coverage; height; landscaping; lighting; screening; fencing; parking and loading; signage; open space; drainage; and utility standards, shall be in accordance with the P4 place type of the B3 Code. However, all building types shall be allowed 3 stories in height, except for (a) buildings in Phase 2, Blocks 2 and 4 (as generally shown on **Exhibit B**), which shall be limited to a maximum of 2 stories, and (b) buildings generally on the western half of the Property, which shall be limited to a maximum of 4 stories, with a variety of unit sizes and bedroom mixes, and those modified Development Standards within the Development Standards Variances, Deviations, Waivers, and Warrants List identified in **Exhibit C**, and approved as part of this PDD.

STREET STANDARDS

The Streets denoted as "Public Streets" in Exhibit B are intended to be City-owned and maintained. The Streets denoted as "Private Streets" shall be privately owned and maintained as part of the project. Per the City's request, this PDD does not provide the extension of Jessica Place through the Property as identified in the City's Thoroughfare Master Plan. By the approval of this PDD, the City acknowledges that no such public thoroughfare or connection is required. The location and permitted cross-sections and standards of such streets, alleys, and parking areas are generally shown on the Street Types exhibit, attached to this PDD as **Exhibit D**, and approved as part of this PDD. Additional street dedication and maintenance standards are described in **Exhibit C**, and approved as part of this PDD.

CIVIC SPACE

This PDD shall include privately owned civic space that shall be accessible to the public as generally shown in Exhibit B. The exact locations of civic space shall be finalized during site plan review. The private civic space shall meet the intent of the civic space requirement of the B3 Code.

EXHIBITS

The exhibits attached hereto shall be considered part of the PDD, except that the exact design and locations of any building, facility, structure or amenity shall be established during the plat or site plan review phases. Modifications from any such exhibit are permitted so long as the project complies with the minimum requirements included in the text of this planned development.

- Exhibit A – Property Survey
- Exhibit B – PD Master Plan
- Exhibit C – Development Standards Variances, Deviations, Waivers, and Warrants List
- Exhibit D – Street Standards

REED RANCH
PLANNED DEVELOPMENT DISTRICT
Exhibit A
Property Survey

**REED RANCH
PLANNED DEVELOPMENT DISTRICT
Exhibit B
PD Master Plan**

ZONING CONCEPT PLANS

FOR

REED RANCH

615 SH 71 W

BASTROP TX, 78602

OWNER

ROBERT CHARLES C
PARKY TRUST
615 HWY 71 W
BASTROP, TX 78602

DEVELOPER

ROBT TINSERON HOLDINGS
2000 WOODLAND AVE, SUITE 900
DALLAS, TX 75220

ARCHITECT

ACTION CORPORATION
2000 WOODLAND AVE, SUITE 900
DALLAS, TX 75220

ENGINEER

HOLDS SHEPHERD, P.C.
1000 WOODLAND AVE, SUITE 300
ALFREN, TEXAS 75009
PHONE: (512) 465-0831

SURVEYOR

MICHAEL JACK NENDRAK
1000 WOODLAND AVE, SUITE 300
ALFREN, TEXAS 75009
PHONE: (512) 465-0831

LEGAL DESCRIPTION:
ADD BLANKY, NANCY, ACRES 23.2400



VICINITY MAP
(1"=2000')

PROJECT ZONING:

P-2

PROJECT ADDRESS:

615 SH 71 W

SUBMITTAL DATE:

JULY 10, 2022

Sheet Number	Sheet Title
1	COVER
2	EXISTING PEDESTRIAN SHED
3	PROPOSED PEDESTRIAN SHED
4	PD SITE PLAN
5	LOT AND BLOCK LAYOUT
6	EXISTING DRAINAGE AREA MAP
7	PROPOSED DRAINAGE AREA MAP
8	UTILITY PLAN 1 OF 2
9	UTILITY PLAN 2 OF 2

PREPARED BY
Westwood

Phone (512) 465-0831 8701 N. Mopac Epy, Suite 320
Tel/Fax (817) 251-9150 westwood@westwood.com
Westwood Professional Services, Inc.
TYPE FIRM REGISTRATION NO. P-469
DATE: 06/27/2022

Westwood

Phone (512) 465-0831 8701 N. Mopac Epy, Suite 320
Tel/Fax (817) 937-5150 Austin, TX 78759
westwood.com
Westwood Professional Services, Inc.
TYPE FIRM REGISTRATION NO. P-469
TELE FIRM REGISTRATION NO. LB-100000-00

NO.	DATE	DESCRIPTION	BY

REED RANCH
615 SH 71 W
BASTROP TX, 78602
COVER

PRELIMINARY
NOT FOR CONSTRUCTION
THIS DOCUMENT IS ISSUED FOR THE
PURPOSE OF SCHEMATIC REVIEW ONLY
AND IS NOT INTENDED FOR PERMITTING,
BIDDING, OR CONSTRUCTION PURPOSES.
PLANS PREPARED UNDER THE DIRECT
SUPERVISION OF HOLDS SHEPHERD, P.C. TEXAS
REGISTRATION NO. 136049.
DATE: 06/27/2022

DESIGN	DRAWN	DATE
JW	CM	06/27/22

SHEET NO. 1
1 OF 9



0 250 500 1000
GRAPHIC SCALE IN FEET

P2	P3	P4	CIVIC	P5	TOTAL
30,400	12,300	4,900	14,600	24,500	86,700

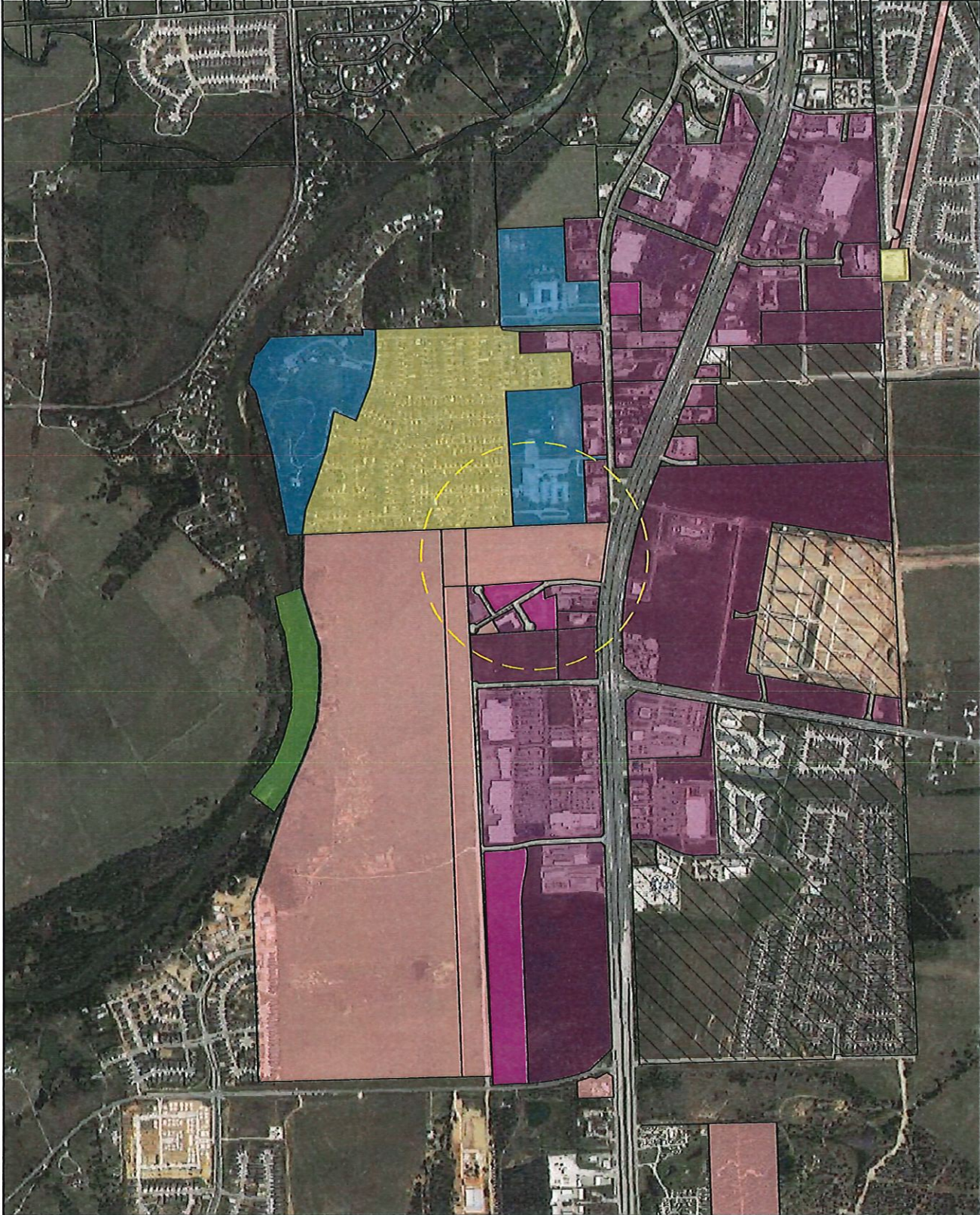
PLANNED DEVELOPMENT
 NATIVE
 CIVIC SPACE
 RURAL
 NEIGHBORHOOD
 MIX
 CORE

Westwood
 WESTWOOD
 1000 WESTWOOD DRIVE, SUITE 100
 HOUSTON, TEXAS 77036
 TEL: 281.416.1000
 WWW.WESTWOODARCHITECTS.COM

EXISTING PEDESTRIAN SHED (1/4 MILE)

DESIGN	DATE	SCALE	NOTES	FILE	NO.	EVALUATED
N/P	N/P	1"=200'				

Item 91.





0 250 500 1000 1500
GRAPHIC SCALE IN FEET

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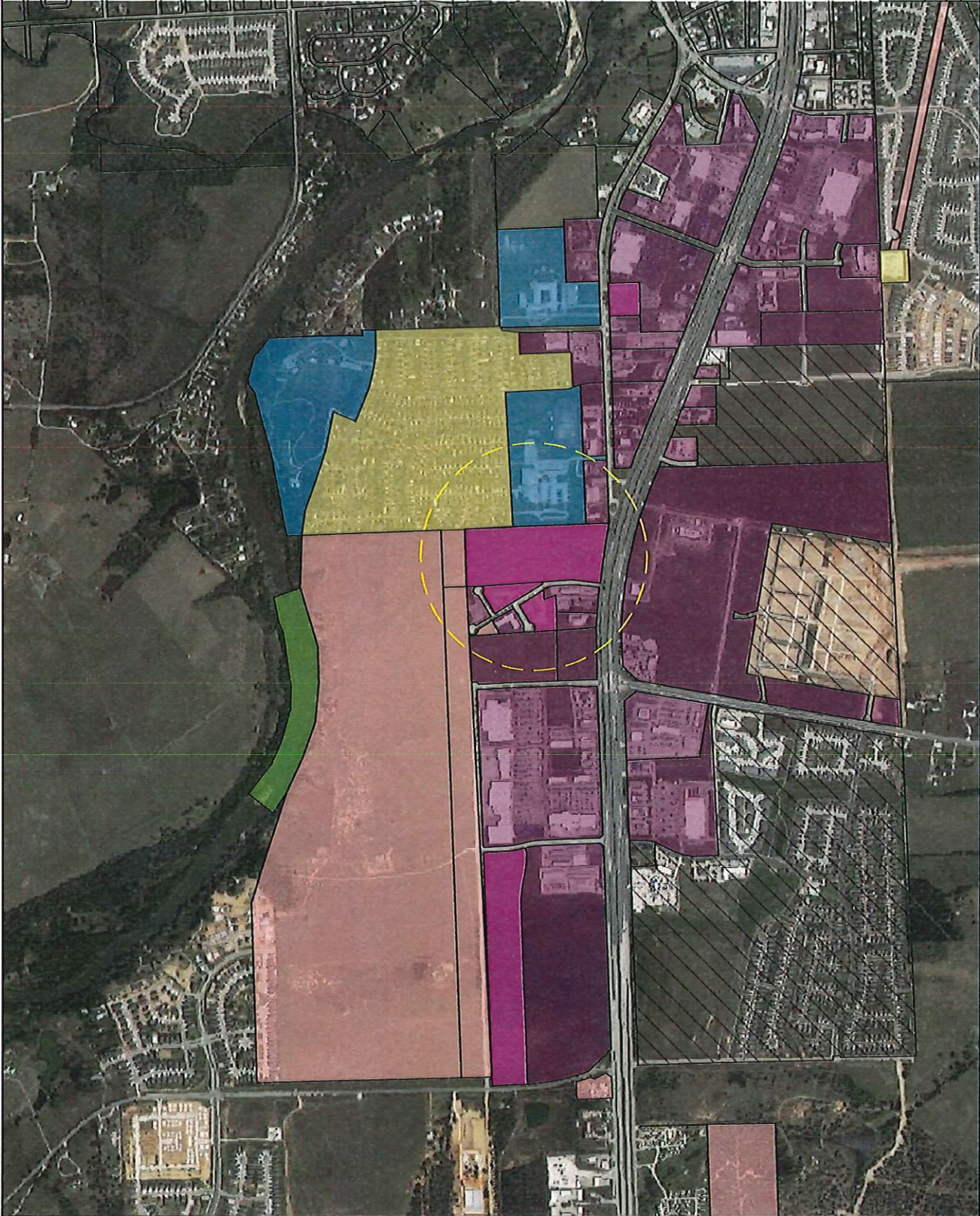
- PLANNED DEVELOPMENT
- NATURE
 - CIVIC SPACE
 - RURAL
 - NEIGHBORHOOD
 - MIX
 - CORE

Westwood
Westwood Professional Services, Inc.
10250 UNIVERSITY BLVD., SUITE 100
DALLAS, TEXAS 75243
TEL: 972.382.1000

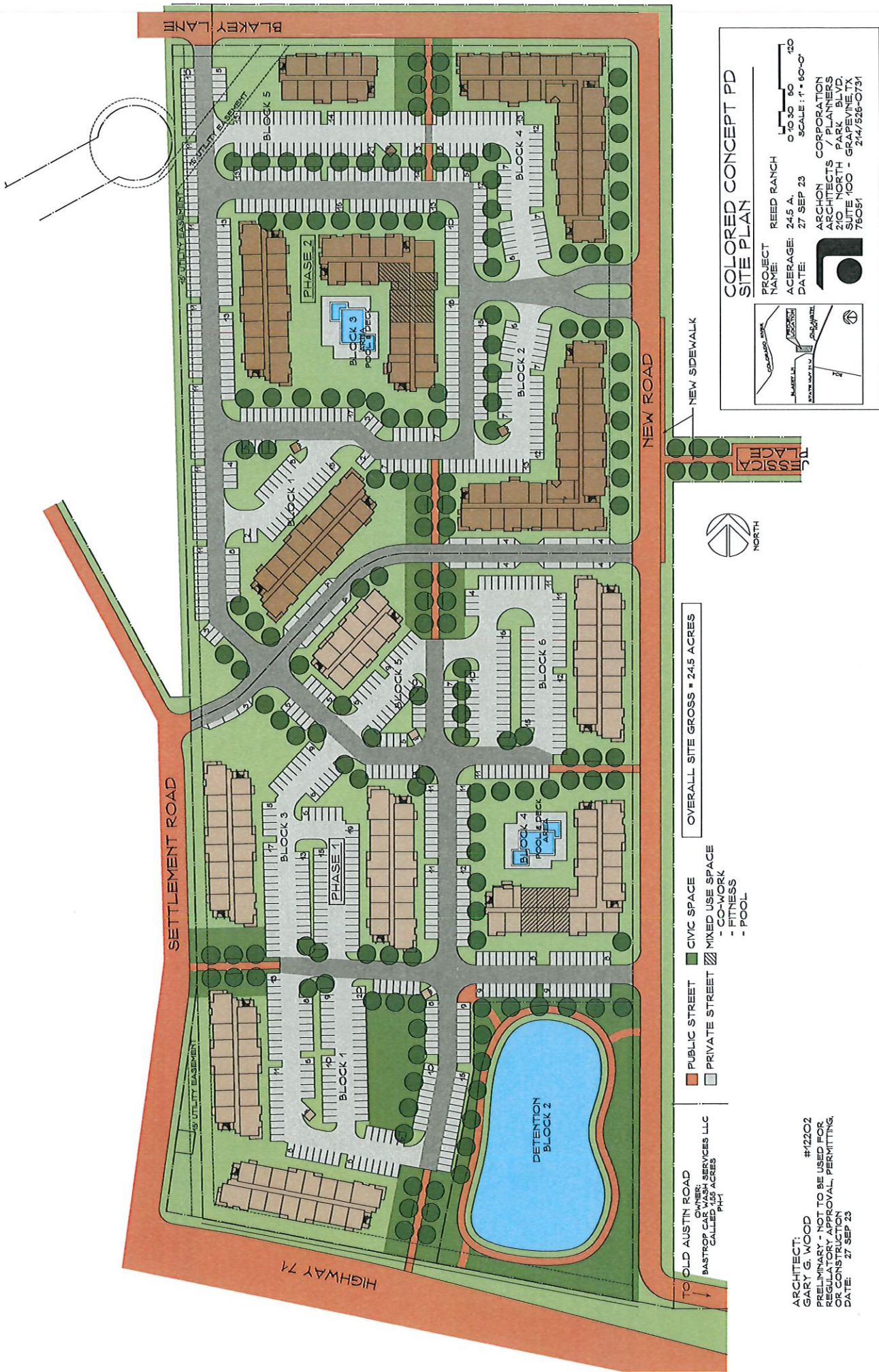
PROPOSED PEDESTRIAN SHED (1/4 MILE)

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
N/P	N/P	8/27/2023	1"=300'			1

Item 91.



DATE PLOTTED: 8/27/2023 10:41 AM
DRAWN BY: N/P
CHECKED BY: N/P
SCALE: 1"=300'
PROJECT: PROPOSED PEDESTRIAN SHED (1/4 MILE)



**COLORLED CONCEPT PD
SITE PLAN**

PROJECT: REED RANCH
 AVERAGE: 24.5 A.
 DATE: 27 SEP 23
 SCALE: 1" = 60'-0"

ARCHON CORPORATION
 ARCHON APARTMENTS
 240 NORTH PARK BLVD
 SUITE 100 - GRAPEVINE, TX
 76051 214/526-0731

OVERALL SITE GROSS = 24.5 ACRES

- PUBLIC STREET
- CIVIC SPACE
- MIXED USE SPACE
- PRIVATE STREET
- CO-WORK
- FITNESS
- POOL

TO OLD AUSTIN ROAD
 OWNER:
 BASTROP CAR WASH SERVICES LLC
 PH-1
 CALLED 1.66 ACRES

ARCHITECT: GARY G. WOOD #12202
 PRELIMINARY - NOT TO BE USED FOR
 OR CONSTRUCTION PERMITTING.
 DATE: 27 SEP 23



LOT/BLOCK PLAN

PROJECT NAME: REED RANCH
 ACERAGE: 24.3 A.
 DATE: 10 JUL 23
 SCALE: 1" = 50'-0"

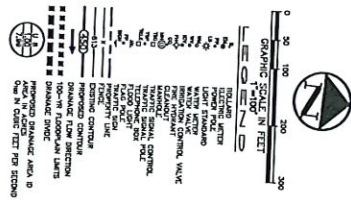
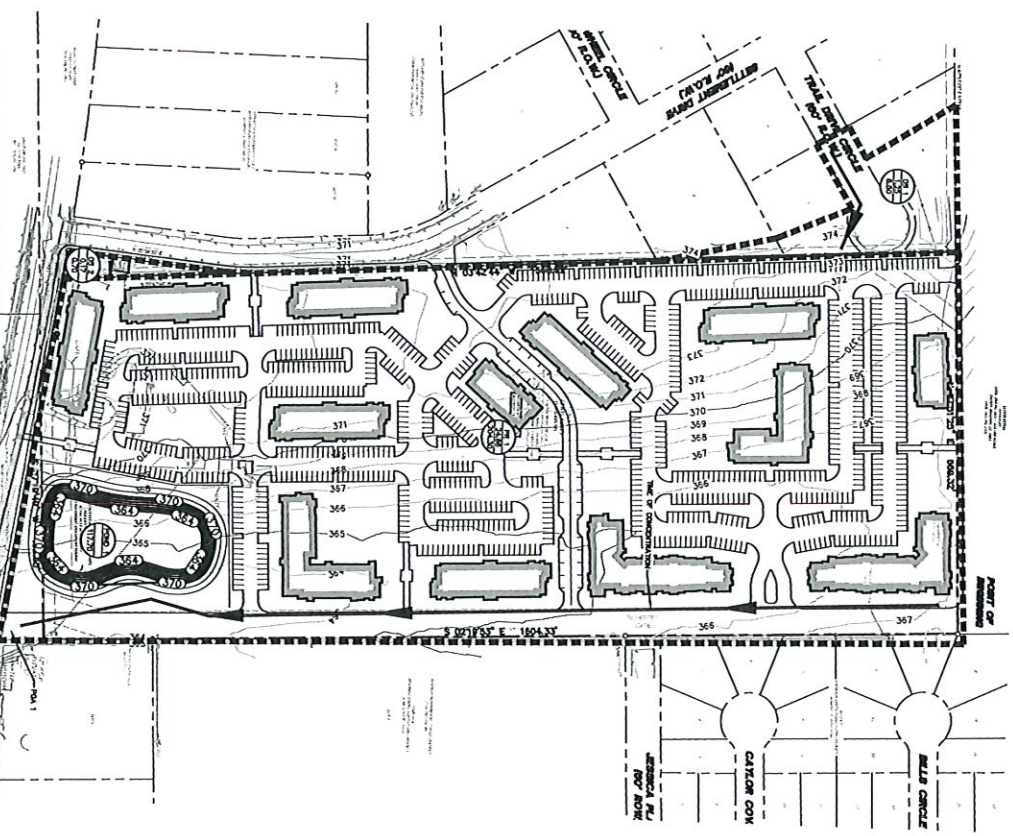
ARCHITECT: ARCHON CORPORATION
 ARCHITECTS / PLANNERS
 210 NORTH PARK BLVD.
 SUITE 100 - GRAPEVINE, TX
 76051

TO OLD AUSTIN ROAD

ARCHITECT: GARY G. WOOD #42202
 PRELIMINARY - NOT TO BE USED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION
 DATE: 10 JUL 23

SHEET NO.	DATE	BY	REVISIONS	
			NO.	DESCRIPTION
7				

REED RANCH PROPOSED DRAINAGE AREA MAP											
NO.	DATE	BY	DESCRIPTION	NO.	DATE	BY	DESCRIPTION	NO.	DATE	BY	DESCRIPTION
1	01/17/2023	JM	ISSUED FOR PERMITS	2	02/01/2023	JM	REVISED FOR COMMENTS	3	02/15/2023	JM	REVISED FOR COMMENTS

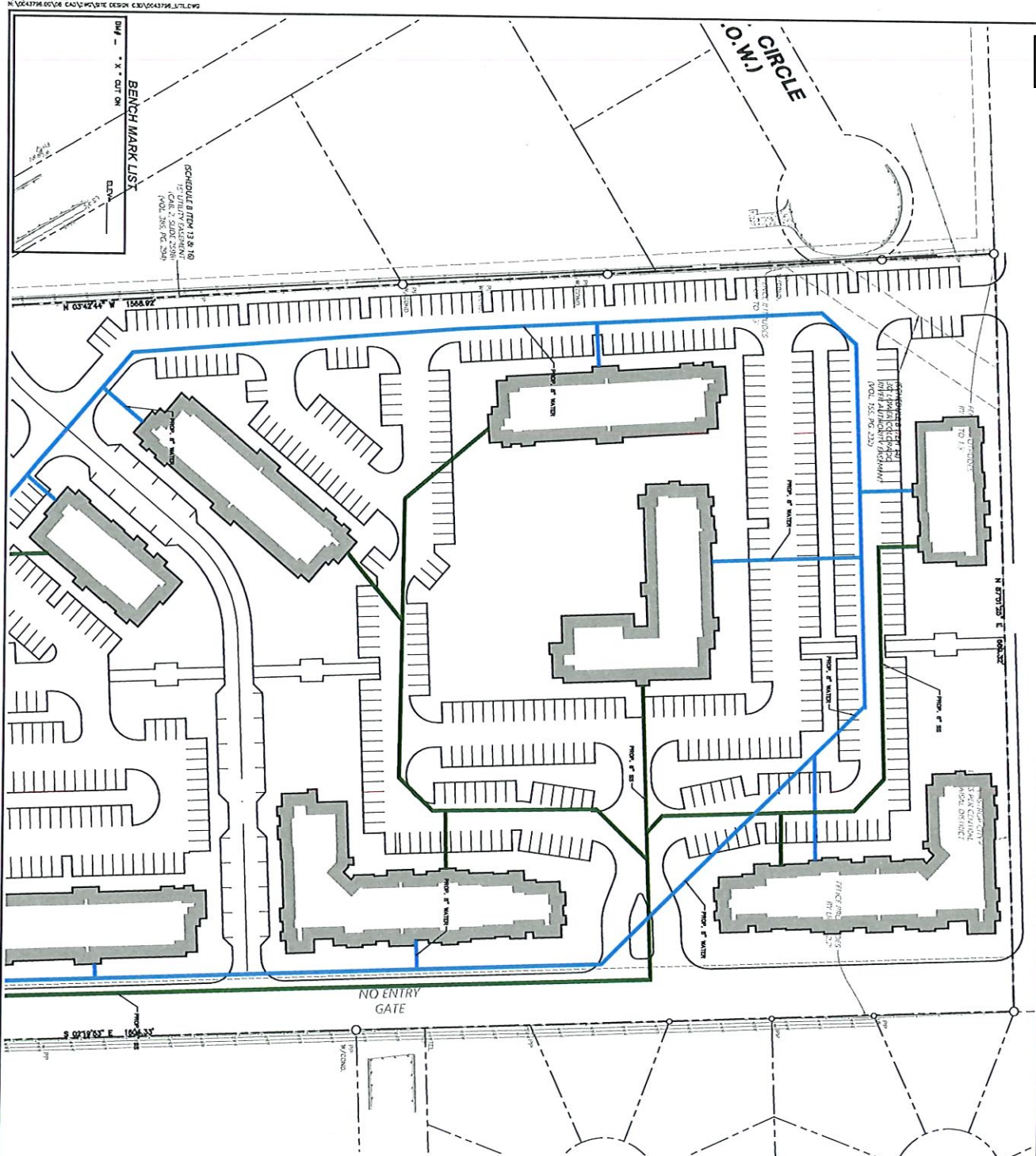


PRELIMINARY
NOT FOR CONSTRUCTION
THIS DOCUMENT IS ISSUED FOR THE PURPOSE OF OBTAINING PERMITS ONLY AND IS NOT INTENDED FOR PERMITTING, RECORDING, OR CONSTRUCTION PURPOSES.
PLANS PREPARED UNDER THE DIRECT SUPERVISION OF JAMES W. BENTLEY, P.E., REG. PROFESSIONAL ENGINEER, REGISTRATION NO. 130244.
DATE: 01/17/2023

REED RANCH
615 SH 71 W
BASTROP TX, 78602
PROPOSED DRAINAGE AREA MAP

NO.	DATE	BY	DESCRIPTION

Westwood
Westwood Professional Services, Inc.
7376 FIRM REGISTRATION NO. 8449
1516 FIRM REGISTRATION NO. 15-10060-00
Phone (512) 455-0331 8701 N. Moogway Expy, Suite 220
Toll Free (813) 937-5153 Austin, TX 78759
westwoodps.com



WATER & SANITARY SEWER GENERAL NOTES

1. ALL CONCRETE SHALL BE CLASS "C" 3000 PSI UNLESS OTHERWISE NOTED.
2. ALL CONCRETE SHALL BE CLASS "C" 3000 PSI UNLESS OTHERWISE NOTED.
3. ALL CONCRETE SHALL BE CLASS "C" 3000 PSI UNLESS OTHERWISE NOTED.
4. ALL CONCRETE SHALL BE CLASS "C" 3000 PSI UNLESS OTHERWISE NOTED.
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6. ALL CONCRETE SHALL BE CLASS "C" 3000 PSI UNLESS OTHERWISE NOTED.
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16. ALL CONCRETE SHALL BE CLASS "C" 3000 PSI UNLESS OTHERWISE NOTED.
17. ALL CONCRETE SHALL BE CLASS "C" 3000 PSI UNLESS OTHERWISE NOTED.
18. ALL CONCRETE SHALL BE CLASS "C" 3000 PSI UNLESS OTHERWISE NOTED.
19. ALL CONCRETE SHALL BE CLASS "C" 3000 PSI UNLESS OTHERWISE NOTED.
20. ALL CONCRETE SHALL BE CLASS "C" 3000 PSI UNLESS OTHERWISE NOTED.

DESIGN	DATE
AM	DATE
CAH	DATE
2022	

REED RANCH
615 SH 71 W
BASTROP TX, 78602

UTILITY PLAN 1 OF 2

REVISIONS		
NO.	DATE	DESCRIPTION

Westwood

Phone (512) 455-0831 8761 N. Mopac Expy, Suite 320
 Austin, TX 78738
 Fax (512) 937-5153 westwoodpa.com

Westwood Professional Services, Inc.
 THE PLAN REGISTRATION NO. P-449
 THE PLAN REGISTRATION NO. LB-1008000

REED RANCH
PLANNED DEVELOPMENT DISTRICT
Exhibit C
Variances, Deviations, Waivers, and Warrants

B3 Code Section	Description	Development Issue	Proposed Alternative & Reasoning
7.1.002(k)	To prevent future conflicts regarding Street maintenance, private Streets are prohibited, except where justified by special considerations.	Dedication requirement does not permit developer to manage and maintain streets.	Allowing for streets to be privately owned, managed, and maintained is fiscally sustainable.
7.2.003	Street right-of-way . . . must be dedicated	Complying with health/safety codes requires lanes to be wider.	Permitting 12.5' lanes such that the street can meet fire lane requirements meets the intent of the code and is fiscally sustainable.
7.3.004	Traffic Lanes: Two lanes at 10 feet each Parking Lanes: Both sides parallel at 8 feet, marked	Only permitting parallel parking does not allow for a financially feasible amount of parking spaces.	Allowing for head-in parking to be 18' is fiscally sustainable. Project to comply with street standards as generally shown in Exhibit D.
7.5.002(d)	Storm Drainage Facilities, if equipped to provide Civic Space, may be counted toward the 10% Civic Place Type allocations requirement by warrant.	Drainage requires a large portion of the project to be a pond. Not allocating this space toward the Civic Space requirement makes project fiscally infeasible.	An amenitized wet pond with a trail as generally shown in Exhibit B meets the intent of code, is fiscally sustainable, and authentically Bastrop.
7.1.002(h)	Dead-end Streets must be avoided.	Proposed design does not show dead-end streets. Rather, internal drives culminate into left and right parking aisles for buildings or walkway plazas in line with 5.2.002(d).	For avoidance of doubt, internal drives culminating into 20' walkway easement placed as generally shown in Exhibit B meets the intent of code.
5.2.002	Preferred block size is 330' by 330' and max block perimeter of 1,320'	Drainage block is large due to odd shape of site and need for a large pond. Treating private streets/driveways as block	Allowing for a single larger block complies with intent of code. Permitting private drives as thoroughfares for block boundaries, as generally shown

			boundaries for this measurement results in an urban fabric of slow streets, with the plazas acting as traffic calming devices.	on Exhibit B is fiscally sustainable and meets the intent of code.
5.2.002(f)	In the P4 Mix, a minimum Residential mix of three Building Types (not less than 20%) shall be required.		Proposed design elects only apartment buildings with amenity and civic spaces. A variety of building types is not fiscally sustainable.	As the project is unlikely to move forward if a variety of building types are required, allowing for a warrant is fiscally sustainable.
6.5.003	-70 percent max lot coverage; -60% minimum buildout at build-to-line; -Build-to-line is 5-15 ft		Project may not meet all build-to-line, façade buildout, or lot coverage requirements. The 60% buildout line is feasible along publicly dedicated streets but not interior privately owned and maintained streets.	Permitting lot occupation as generally shown in Exhibit B is fiscally sustainable.
7.5.004	Plazas not permitted in P4 and require a minimum size of ½ acres.		Walkway easements/plazas as shown on Exhibit B allow for improved site design/walkability.	Allowing such walkway easements/plazas meets the intent of code in that it improves walkability.
6.3.006(5)	On-site surface parking must be located in the Second Layer or Third Layer of each Lot.		With plan for private streets, project desires to allow for Frontage to be on such private streets such that layers can be measured from private streets, as generally shown on Exhibit B.	Allowing for streets to be privately owned, managed, and maintained, as well as allowing for corresponding parking placement, is fiscally sustainable.

Alternative Methods of Compliance

Street Maintenance

The project shall comply with the below maintenance plan for the private streets as generally shown on Exhibit C:

- a. Crack Seal: Years 1-5
- b. Seal Coat: Years 6-10
- c. Resurface and Rehabilitation: 11-25.

Right of Way Dedication:

Owner agrees to dedicate the right-of-way in varying widths (but no more than fifty-five and one half feet (55.5')) at the eastern portion of the Property as generally depicted in Exhibit B, attached hereto and made a part, to allow the City to create a north/south connection to Blakey Lane. The City acknowledges that Owner is not responsible for the construction of this roadway connection. The City shall also be responsible for utilities within Blakey Lane and sidewalk(s) for Blakey Lane.

Impact Fees

The Owner agrees to pay Roadway Impact Fees not to exceed \$2,300,000. The Owners will dedicate 55 feet of ROW along the eastern border of the project with the final plat. The City will provide the Owner a credit of 100% of the ROW appraised value of \$1,400,000 towards the Roadway Impact fee. The Owner will pay the balance to the City in Roadway Impact fees and the City agrees to construct the new roadway.

Site Development Standards:

- 1. Establish the below minimum lot sizes and setbacks:
 - a. Minimum lot area of 12,000 square feet
 - b. Minimum lot width of 100 feet
 - c. Minimum lot depth of 125 feet
 - d. Minimum front yard of 5-15 feet, except that Blocks 2 and 4 in Phase 2 shall have a building setback of at least 30 feet from the proposed new road, as generally shown in Exhibit B.
 - e. Minimum interior side yard of 10 feet
 - f. Minimum exterior side yard of 15 feet
 - g. Minimum rear yard of 35 feet

2. Setbacks or other site development standards can be changed by administrative approval of the City Manager or her designee notwithstanding that the forgoing does not violate the International Building Code.

Landscaping

In the setback required for Blocks 2 and 4 in Phase 2, Owner agrees to provide and maintain additional landscaping, including tree plantings that provide privacy protection to the neighboring homes, as generally shown in Exhibit B. **In addition, the owner agrees to protect and preserve the 39 inch live oak tree located adjacent to Hwy 71.**

REED RANCH
PLANNED DEVELOPMENT DISTRICT
Exhibit D
Street Standards

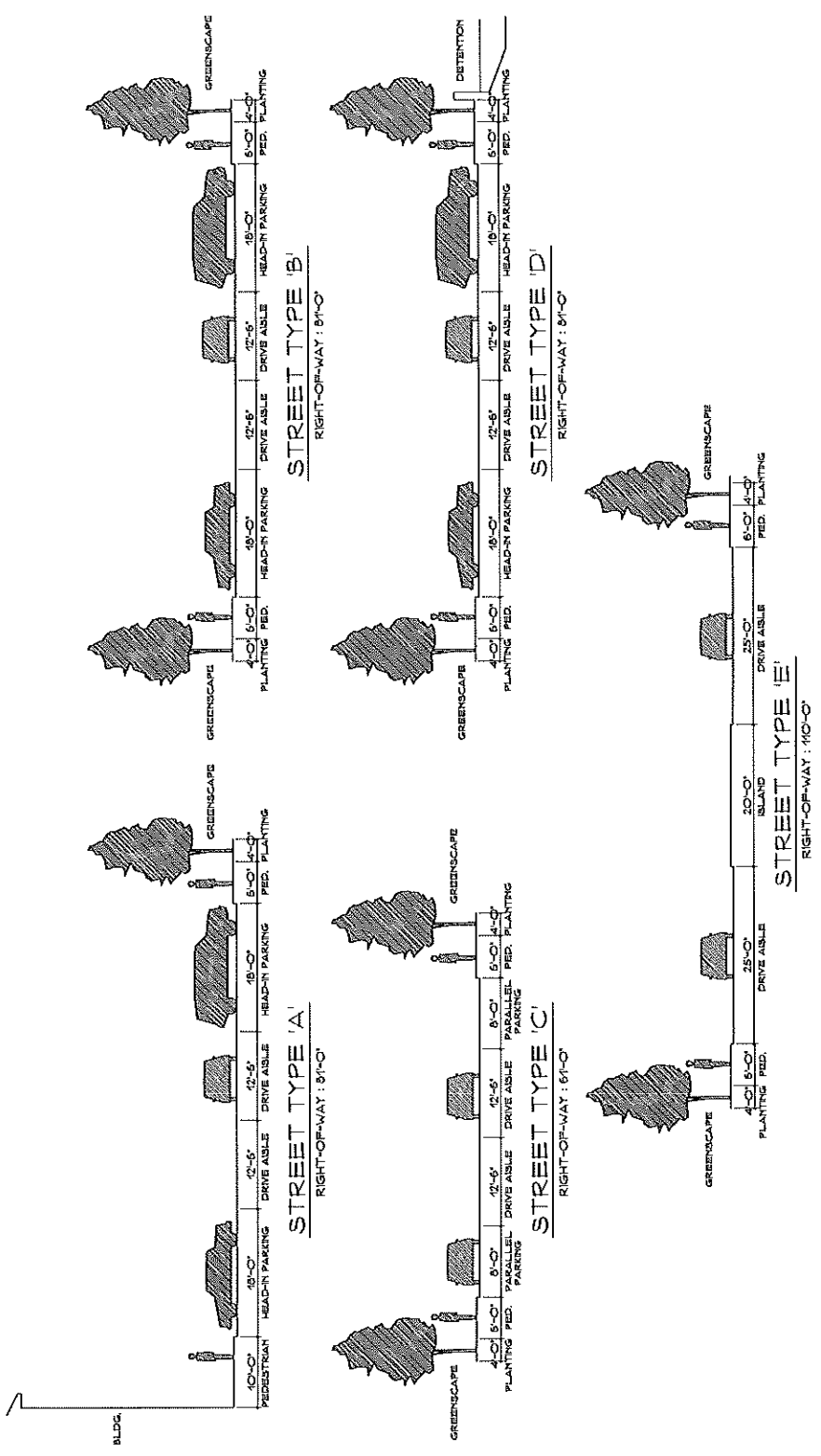


STREET TYPES

PROJECT NAME: REED RANCH
 AVERAGE: 24.3 A.
 DATE: 10 JUL 23
 SCALE: 1" = 60'-0"

ARCHITECT: GARY C. GOOD ARCHITECTS / PLANNERS CORPORATION
 210 NORTH PARK BLVD.
 SUITE 100 - GRAYSON, TX 75001
 214-582-0171

ARCHITECT: GARY C. GOOD #42202
 PRELIMINARY - NOT TO BE USED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION
 DATE: 10 JUL 23



STREET TYPES

PROJECT NAME: REED RANCH
ACRAGE: 243 A.
DATE: 10 JUL 23
SCALE: 1" = 60'-0"

ARCHITECT: GARY & WOOD
CORPORATION / PLANNERS ARCHITECTS
210 NORTH PARK BLVD.
SUITE 100 - GRANVILLE, OHIO 43031
248-585-0770

ARCHITECT: GARY & WOOD #12202
PRELIMINARY - NOT TO BE USED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION
DATE: 10 JUL 23



STAFF REPORT

MEETING DATE: September 10, 2024

TITLE:

Consider and act to approve Resolution No. R-2024-117 of the City Council of the City of Bastrop, Texas, granting Historic Landmark status for 0.564 acres out of Farm lot 3 East of Main Street within the City Limits of the City of Bastrop, Texas, commonly known as the J.T. Crysop House, as attached in Exhibit A; providing for findings of fact; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Kennedy Higgins, Senior Planner / Historic Preservation Officer

ITEM DETAILS:

Site Address: 1607 Main Street (Attachment 1)
 Property ID: 27927
 Property Owner: Sara Emmert and Heath Redfearn
 Current Use: Residential
 Existing Zoning: P-3 Neighborhood
 Designations: National Register of Historic Places

REQUEST:

The property owners at 1607 Main Street have requested local Historic Landmark designation.

BACKGROUND/HISTORY:

The structure was built in 1912 in the Prairie School Style according to the Texas Historical Commission. This house is listed on the national register of historic places on 12/22/1978 with the criteria of significance for the social history, having been built for J.T. Crysop. It is a 2 story, double hipped roof with projected portico and gallery. With diagonal dress skirting at the base, wide windows with strong horizontal ribbon of siding at the base and the second floor.

In addition to being significant for being association with the lives of persons significant in Bastrop's past (see attachment 2 for more information) the house is a great representation of the style of architecture during the time. It was also one of the first homes to be equipped with central heating.

POLICY EXPLANATION:**CHAPTER 9: HISTORIC LANDMARK PRESERVATION & IREDELL DISTRICT****SEC. 9.2.002 CRITERIA FOR HISTORIC LANDMARK STATUS**

(a) A Structure or Site is considered a local Historic Landmark if it is designated as a Recorded Texas Historic Landmark or State Archeological Landmark or is included on the National Register of Historic Places.

(b) A Structure or Site also may be designated by the City as a Historic Landmark if it meets 2 or more of the criteria set out below.

- (1) Possesses significance in history, architecture, archeology, or culture;
- (2) Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history;
- (3) Is associated with the lives of persons significant in our past;
- (4) Embodies the distinctive characteristics of a type, period, or method of Construction;
- (5) Represents the work of a master designer, builder, or craftsman; or
- (6) Represents an established and familiar visual feature of the City.

SEC. 9.2.003 PROCESS FOR DESIGNATION OF HISTORIC LANDMARKS

(a) Owners of property being considered for designation as a Historic Landmark shall be notified prior to the Historic Landmark Commission hearing on the recommended designation. The Historic Landmark Commission shall provide notice to property owners within 200 feet of the property and conduct a public hearing.

(b) After consideration by the Historic Landmark Commission, a recommendation regarding designations shall be submitted the City Council to consider the designations of a Historic Landmark. The adoption of the landmark shall be through a resolution.

(c) Upon designation of a Historic Landmark, the City Council shall cause the designation to be noted as follows:

- (1) Recorded in the official real property records of Bastrop County.
- (2) Designated on the historic resource map of the City.
- (3) Provide the property owner with a plaque and require the installation indicating the designation of the landmark as a City Historic Landmark.

86th Legislature House Bill 2496

Effective May 25, 2019, the Texas State Legislature adopted additional regulations municipalities must follow for designating historic landmarks. Most of the regulations are already present in the Bastrop Historic Landmark Preservation Ordinance. One additional requirement with which the city must comply is to send the property owner a statement the describes the impact of the designation to the property. The property owner is aware and received this letter.

NOTIFICATION:

Thirty-Six (36) property owners within 300 feet 1607 Main Street were notified of the public hearing on August 21, 2024.

HISTORIC LANDMARK COMMISSION RECOMMENDATION:

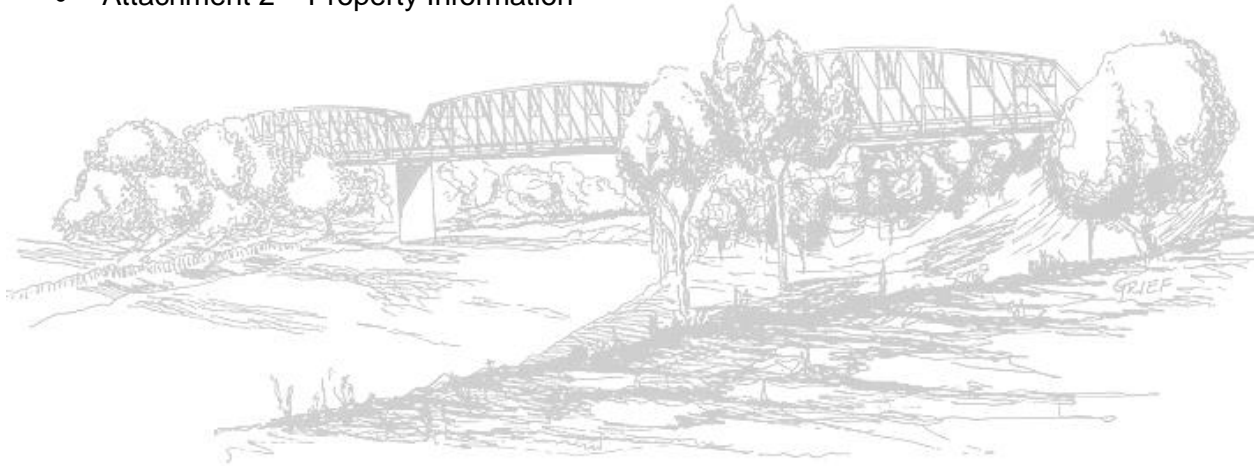
The HLC, the regular meeting on August 15, 2024, held a public hearing and recommended approval by a vote of 4-0, for 1607 Main Street to be a local Historic Landmark, provide the owner a marker and add to the inventory for rebates.

RECOMMENDATION:

Consider action to approve Resolution No. R-2024-117 of the City Council of the City of Bastrop, Texas, granting Historic Landmark status for 0.564 acres out of Farm lot 3 East of Main Street within the City Limits of the City of Bastrop, Texas, commonly known as the J.T. Crysop House, as attached in Exhibit A; providing for findings of fact; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Exhibit A – Agreement
- Attachment 1 – Location Map
- Attachment 2 – Property Information



RESOLUTION NO. R-2024-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, GRANTING HISTORIC LANDMARK STATUS FOR 0.564 ACRES OUT OF FARM LOT 3 EAST OF MAIN STREET WITHIN THE CITY LIMITS OF THE CITY OF BASTROP, TEXAS, COMMONLY KNOWN AS THE J.T. CRYSUP HOUSE; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Sara Emmert and Heath Redfearn (“the Owner”) has submitted a request for Historic Landmark status for the structure at 1607 Main Street; and

WHEREAS, Chapter 9: Historic Landmark Preservation & Iredell District of the B³ Code adopted with Ordinance No. 2019-51 provides a designation process for historic sites and structures; and

WHEREAS, notice of the historic designation was sent in accordance the B³ Code to notify property owners within 200 feet of the property and Texas Local Government Code section 211.0165 to notify the property owner of the impact of the designation; and

WHEREAS, the Historic Landmark Commission held a public hearing and considered the request on August 21, 2024 and voted unanimously to recommend approval.

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

Section 1: The Historic Landmark status 0.564 acres out of Farm lot 3 East of Main Street within the City Limits of the City of Bastrop, Texas, commonly known as the J.T. Crysyp House, within the city limits of Bastrop, Texas, is hereby approved and a copy of agreement to be signed by the Property Owner, and incorporated herein for all purposes.

Section 2: The following findings of fact were established for the house located at 1607 Main Street Street:

Structure meets the following criteria:

- (a) A Structure or Site is considered a local Historic Landmark if it is designated as a Recorded Texas Historic Landmark or State Archeological Landmark or is included on the National Register of Historic Places.
This house was placed on the National Register of Historic Places on 12/22/1978
- (4) Embodies the distinctive characteristics of a type, period, or method of Construction;

Exemplifies craftsmanship in the construction in the architectural style of Prairie School Style.

Section 3: All orders, ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4: This ordinance shall take effect upon passage and in accordance with the laws of the State of Texas.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 10th day of September, 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Historic Landmark Designation Agreement

As owner(s) of the property located on 0.564 acres out of Farm lot 3 East of Main Street commonly known as 1607 Main Street;

We, Sara Emmert and Heath Redfearn, wish to have said property designated as a Historic Landmark;

By the signature(s) below, we, the property owner(s) hereby acknowledge that we have received a copy of the current Chapter 9: Historic Landmark Preservation and Iredell District from the B³ Code , and any amendments thereto; that we understand and agree to abide by the terms and obligations related to a Historic Landmark designation; and, in obtaining Historic Landmark status for this property, we agree to maintain said property in accordance with provisions governing Historic Landmarks in the Ordinance and the design guidelines governing same, as adopted by the Bastrop City Council, as such ordinance and guidelines now exist or may exist in the future.

Furthermore, we understand that by entering into this agreement with the City of Bastrop, we will be entitled to all incentives specified within Ordinance 2019-51 “Historic Landmark Preservation and Iredell District” and amendments thereto.

Signature of Property Owner(s) - Sara Emmert

Date

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and they acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Subscribed and sworn to before me on this the _____ day of _____, 2024 to certify which witness my hand and official seal.

Notary Public in and for the State of Texas

My Commission Expires: _____, 20__

Signature of Property Owner(s) - Heath Redfearn

Date

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and they acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Subscribed and sworn to before me on this the _____ day of _____, 2024 to certify which witness my hand and official seal.

Notary Public in and for the State of Texas

My Commission Expires: _____, 20__

Signature for Historic Landmark Commission Date

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and they acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Subscribed and sworn to before me on this the ____ day of _____, 2024 to certify which witness my hand and official seal.

Notary Public in and for the State of Texas

My Commission Expires: _____, 20__

Approved by the Bastrop City Council on the 10th day of September, 2024.

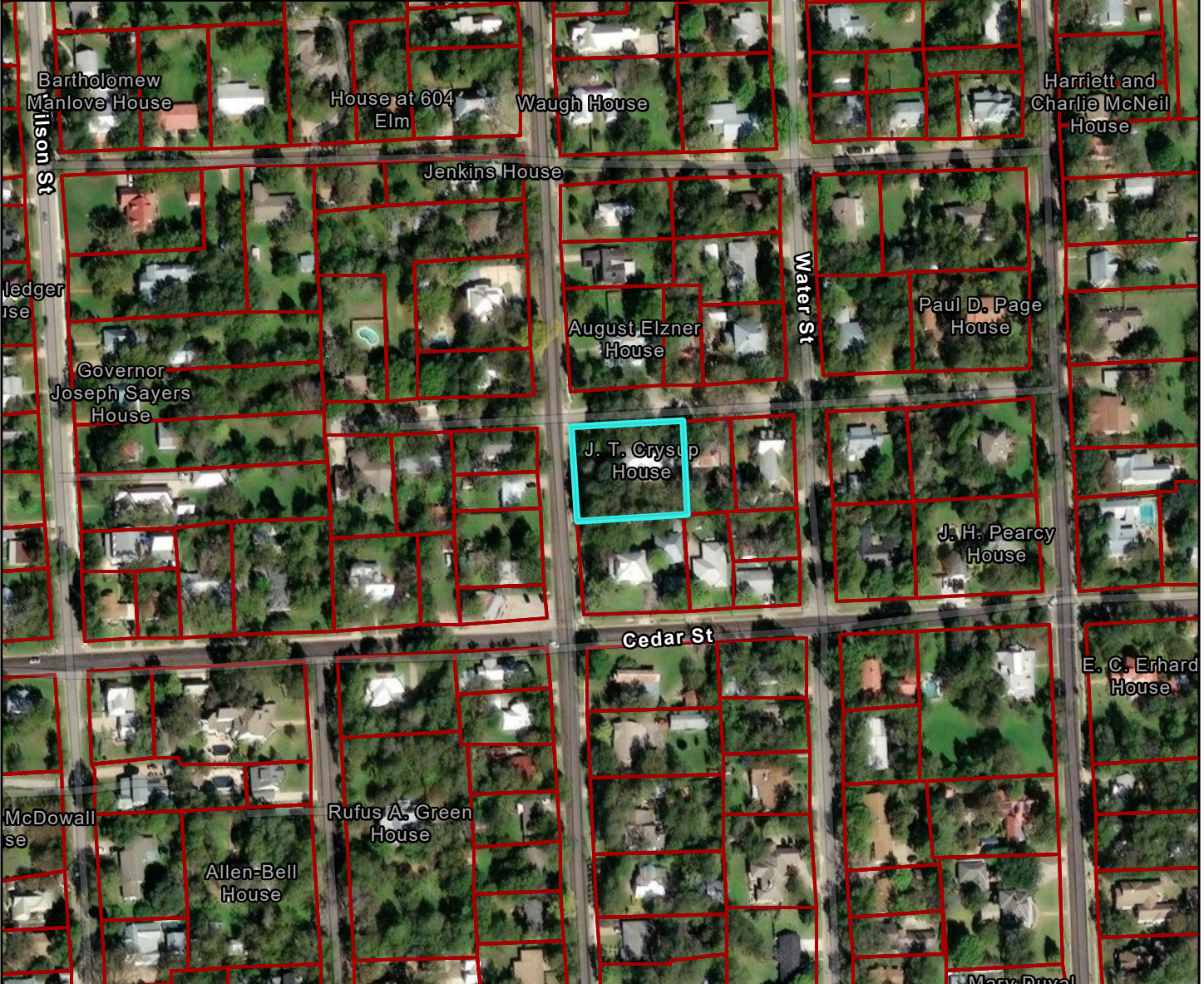
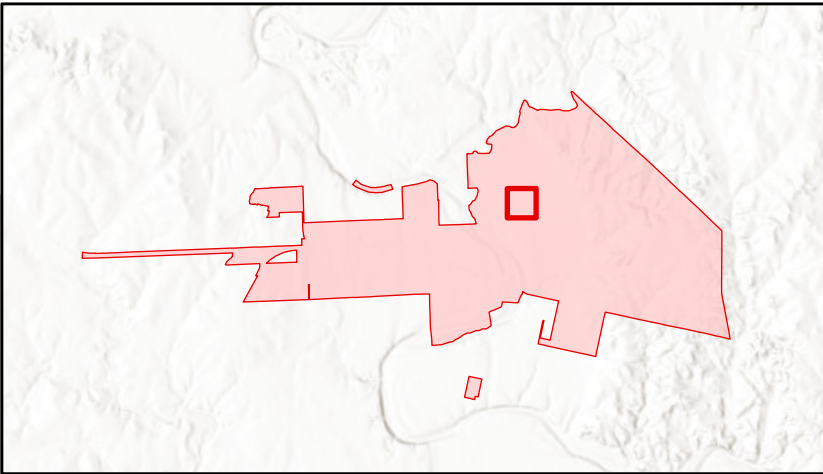
APPROVED:

ATTEST:

Mayor

City Secretary

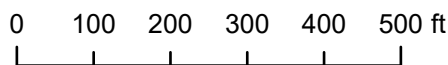
Attachment 1 Location Map



Scale 1:3,000



1607 Main St



Current Time: 8/8/2024 4:10 PM

The City of Bastrop, Texas makes no warranties regarding the accuracy or completeness of the information used to compose this map or the data from which it was produced.

The map does not purport to depict the boundaries between private and public lands. This map is general in nature and is not suitable for navigational purposes.

The 1912 J.T. Crysups House
LOCATION -- 1607 Main Street
Project Description Letter

July 5, 2024

On behalf of the current owners, I submit the following application:

- This request for a City Bastrop historical marker on the house at 1607 Main Street without any ancillary structures, and description of three qualifying categories.
- Years of construction, alteration, and restoration
- Qualifying categories:
 - # 1 and #2 – “embodies the distinctive characteristics of a type, period, or method of construction and represents the work of a master designer, builder or craftsman.”
 - #3 - association with the lives of persons significant in Bastrop’s past.
 - #4 – “Is designated as a Recorded Texas Historic Landmark or State Archeological Landmark, or is included on the National Register of Historic Places.”
- Record of Ownership
- A sketch detailing site and all structures on the same property
- photographs from all sides of each structure to be designated, pages
- copy of current tax payment to the Bastrop County Tax Collector
- statement of HLC status filing fee

Your respectfully,

Ken Kesselus

Application for Historical Landmark Designation

Four qualifying categories:

1 and #2 – “embodies the distinctive characteristics of a type, period, or method of construction and represents the work of a master designer, builder or craftsman.”

The house under consideration sits on 0.564 acre of land that is part of Farm Lot #3 East of Main Street.

This important historic structure is a two-story, frame building with a porte cochere on the south side, a double hipped roof, and projected portico and gallery. It represents the “Prairie Style” and includes “one-over-one windows and strong horizontal ribbon of siding at the base and between the floors.” It benefited from original electrical service in every room. (Robbie Moore Sanders, *Historic Homes of Bastrop, Texas*, Texas A & M Press, 2022, page 107.) More important, it became the first house in Bastrop with central heating, supplied by a coal-fired furnace in the basement and sheet metal ducts that are still present in the interior walls.

Constructed in 1912, it is characteristic of a genre of houses in the now near-northern section of old town Bastrop, within the farm-lot portion that was developed nearly a century after the town’s founding. Its size marks it as a house built during a time of prosperity created largely by the cotton industry and the development of lignite mining a few miles north of town and gives the area a distinctive character that survives until the present.

J.R. Pfeiffer, the premier local building during the early decades of 20th century, had constructed several one-story houses in Bastrop, each following an identical pattern, probably resulting from a single plan that he purchased. The Crysups House, however, stands out from these early examples of Pfeiffer’s work, illustrating his flexibility and perhaps his ability to follow a specific architectural design called for in his contract with the Crysups. (interview, Ken Kesselus, April 23, 2024.)

The house was prominently featured in the 1912 Bastrop County Fair Catalog. (Bastrop County Historical Society Archives.)

Throughout the last hundred and twelve years, only a few changes in the structure have taken place. These include the following.

In 1917, the original owners, J.T. and Lillie Crysups, added an extension to the rear of the house to provide a large kitchen, butler’s pantry, stairway, and a large bedroom on the second floor. The addition was built consistent with the original Prairie Style . At the time, the original wooden roof was covered with galvanized pressed tin shingles, which also covered the addition. These shingles, still on the house and referred to by subsequent residents as “the new roof,” not only serves for fire protection but also adds an appealing aesthetic feature.

When Camp Swift, an important army training base was established six miles north of Bastrop built during World War II, the presence of nearly 90,000 military personnel caused the Bastrop Chamber of Commerce to appeal to all residents to create rental space for officers and their families as well as business operators who flooded into the town. Accordingly, portions of the interior of the house were reconfigured to provide rooms for rent and the porte cochere and the area above were enclosed, again maintaining the Prairie Style, to provide additional rooms for rent.

In 1978, owners John and Doris Clark returned the interior to its original configuration and removed an extra entry door that had been added during World War and rebuilt an original chimney that had been removed years before

In 1990, Joe and Ann Emmert, added a two-story porch to the rear of the house to conform with modern needs.

Qualifying category #3 - association with the lives of persons significant in Bastrop's past.

James. Travis Crysup was an original owner of the house who commissioned its construction. He was lured to Bastrop in 1909 by a group of businessmen eager to create a second bank there. Led by Paul D. Page, prominent attorney and the last resident of Bastrop County to serve in the Texas Senate, investors secured necessary capital and a state banking charter but possessed no knowledge of professional banking. Accordingly, the directors persuaded Crysup to leave Crockett, Texas, where he had formerly served as president of the Crockett Farmers and Merchants Bank. The directors gave him the title of Cashier and authorized him to run the bank's day-to-day operations. (Kenneth Kesselus, *The Citizen State Bank, 1909-1984*.) At the time of his hiring, Thomas B. Love, State Commissioner of Banking, said that Crysup was "one of the most competent men of this state in his line." (*Bastrop Advertiser*, January 16, 1909.) The Citizens State Bank prospered under his leadership until he was forced to retire in 1923 as a result of illness.

During a mere decade and a half, Crysup became a leading businessman in Bastrop. For example, he was "instrumental in organizing the Bastrop Furniture Company and the Powell Cotton Seed Oil Mill and the Bastrop Hotel." (Sanders, *Historic Homes*, page. 108.) He joined the local Methodist Church and was a prominent member of the local Masonic Lodge and the Ben Hur Shrine Temple of Austin.

Lillie Crysup was co-owner of the house and also took an active part in the community. For example, she served as publicity chair of the county-wide Red Cross during World War I, and to celebrate the end of this war, she gave a large Christmas party for the public in this house. Mrs. Crysup was member of the Women's Missionary Society and the Methodist Church. After he husband's death, she continued to manage the house and mirrored his business-oriented ways by purchasing and renovating the Bastrop Hotel. "Under her management, it was reborn to its former glory." She died in 1941. (Sanders, *Historic Homes*, page. 108.)

Joe Emmert, with his wife Ann, bought the house in 1979. Dr. Emmert arrived in Bastrop at a transitional time in the life the old town and contributed greatly to its success. He joined a fresh group of new and native residents who began to fill the void left by the previous generation and moved the town into a stronger, more complex, and more sophisticated community.

He moved to Bastrop after graduation from Texas A & M and University of Texas Dental School, and after his active service in the United States Air Force, he severed in the Air Force Reserves until his retirement with the rank of colonel. From 1980 until his retirement , he engaged in a very successful dental practice.

Almost immediately upon moving to Bastrop Dr. Emmert began a life-long practice of community service, providing leadership in the Bastrop Opera House Association, Bastrop Lions Club, Calvary Episcopal Church, Bastrop Chamber of Commerce, 1981 Main Street Program undertaking, Salinas Art Festival, city-wide wildflower project, Trade Days, Masonic Lodge,

Qualifying category #4 – “Is designated as a Recorded Texas Historic Landmark or State Archeological Landmark, or is included on the National Register of Historic Places.”

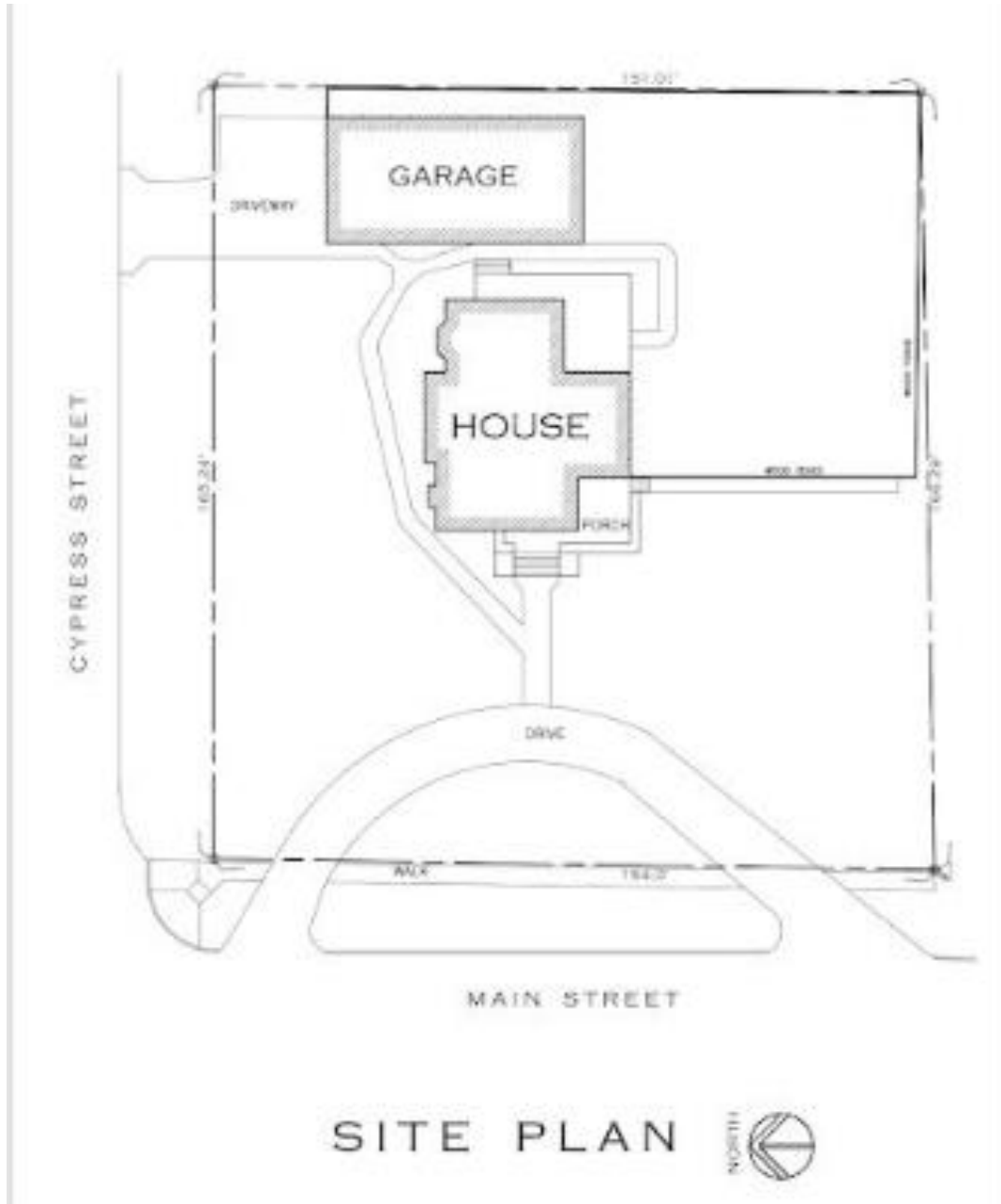
The Crysop House was placed on the National Register of Historic Places in 1976. (Bastrop County Historical Commission.)

RECORD OF OWNERSHIP

- 1827 - Republic of Mexico grant to Stephen F. Austin (his "Little Colony.").
- Ayuntamiento of Mina to Thomas Toulson (Farm Lot 3 East of Main Street) - April 23, 1835, Bastrop County Deed Records (DR) Vol. B, page 251.
- Toulson to Bartholomew Manlove – November 20, 1835, DR Vol. A, page 400.
- Manlove to L.B. Harris – January 20, 1848, DR Vol. F, page 49.
- Harris to Sherman Reynolds – December 31, 1850, DR Vol. G, page 363.
- A judgment of district court ordered Reynolds to forfeit this property to cover an unpaid debt to R.M. Hubbard. At a subsequent Sheriff's sale John C. Buchanan purchased the property – December 3, 1855, DR Vol. K, page 20.
- J.C. Buchanan to Sherman Reynolds – April 13, 1863, DR Vol. Y, page 547.
- This property was subdivided, leaving the portion bound by present Cedar, Cypress, Main, and Water Streets – and this portion was sold by Adelia McLean (nee Reynolds) and A.C. McLean to A.A. Elzner – July 21, 1902, DR Vol. 38, pages 68-69.
- A.A. Elzner and wife to J.L. Wilbarger -September 9, 1902, DR Vol. 38, pages 144-45.
- J.L. Wilbarger to C.L. and Hattie Moncure – August 22, 1910 ---DR Vol. 47, page 353.
- C.L. and Hattie Moncure to James T. and Lillie Crysop – June 8, 1911, DR Vol. 52, page 386, -- the North half of the above listed property, i.e. the north half of the area bound by present Cedar, Cypress, Main, and Water Streets
- After the death of James Crysop, Lillie Crysop became the sole owner of above-mentioned property. Subsequently, the eastern portion of the property was sold, leaving the house on the northwest quarter of the land bound by present Cedar, Cypress, Main, and Water Streets.
- After Lillie's death, her executor sold the remaining property to Robert A. and Mary Tullis, October 31, 1955, DR Vol. 142, page 331.
- After Robert Tullis died, Mary Tullis gave her daughter Margaret Adkins an undivided one-half of the property and retained life estate, July 29, 1979, DR Vol. 254, 190-1.
- Mary Tullis and Margaret Adkins, sold the property to John F. Clark Jr. and Doris Clark, August 24, 1979, DR Vol. 278, page 840.
-

- John and Doris Clark to Joe and Ann Emmert, July 15, 1980, DR Vol. 289, page 100.
- The Emmert's sold the property to Sarah Emmert and Heath Redfearn (married couple, May 8, 2023, DR Vol. 178, page 795.

SKETCH OF THE HOUSE AND GROUNDS



PHOTOGRAPHS

Facing North



Facing West



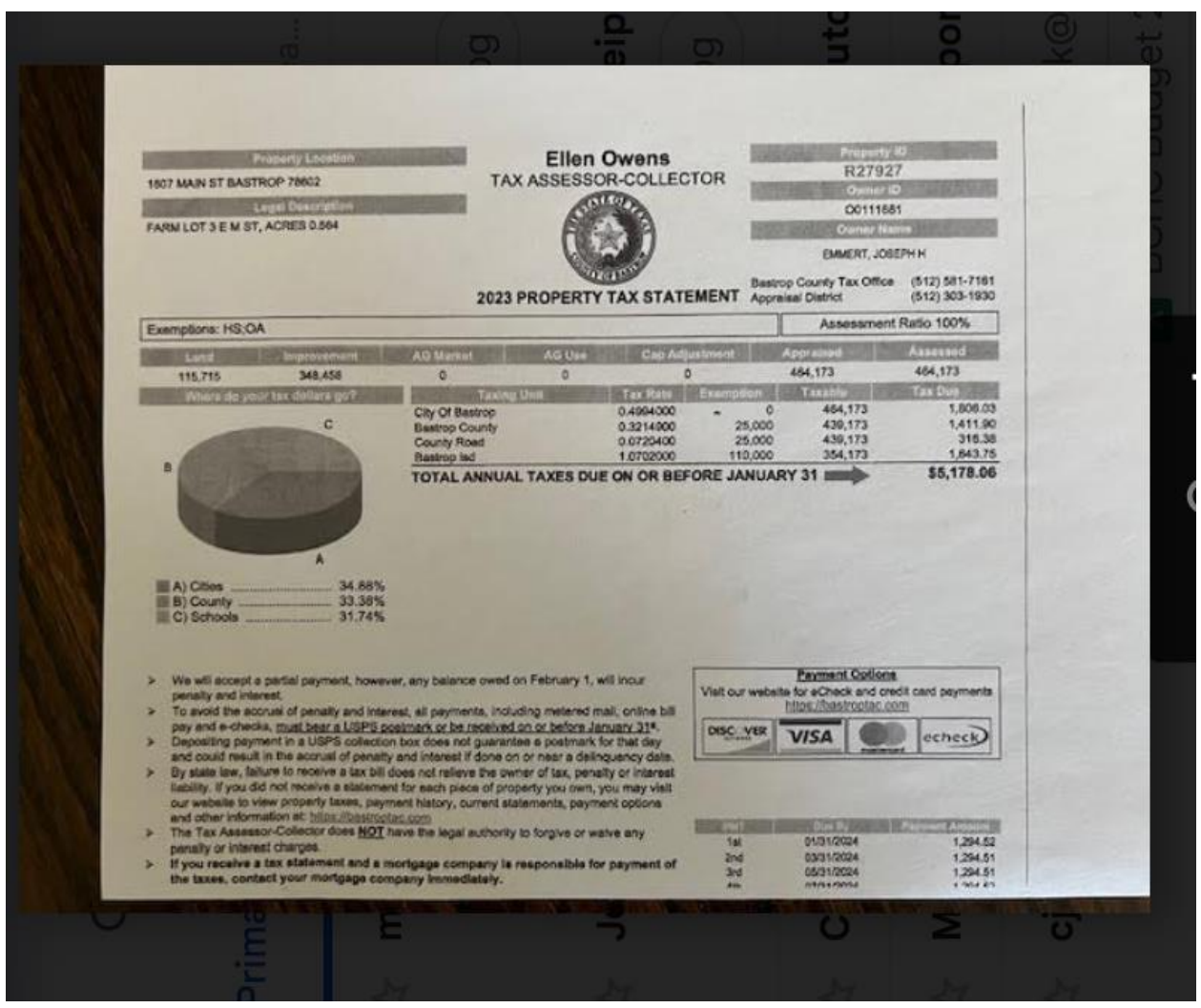
Facing South



Facing East



- copy of current tax payment to the Bastrop County Tax Collector



Copy of payment for application --

INVOICE

Invoice ID 24-009729



INVOICE FOR

Ken Rasmussen
Mark James Press
1301 Church Street
Dallas, TX 75202

INVOICE FROM

City of Dallas, TX
Business Consultant
1311 Chestnut Street
Dallas, TX 75202

FEE NAME	ACCOUNT NO.	AMOUNT
Technology Fee	105-00-00-4025	\$ 0.00
AMOUNT DUE		\$0.00

This document is for payment purposes only and is not the permit

Issue Date
May 22, 2024

Due Date
June 21, 2024

Project Name
1817 Main St - Historic
Landmark Designation

Project ID
24-009729

Department
Planning Department

Project Address
1817 Main St, Dallas, TX
75202



STAFF REPORT

MEETING DATE: September 10, 2024

TITLE:

Consider and act on Resolution No. R-2024-122, Appointing five (5) members to the Bastrop Central Appraisal District BCAD for a term of one (1) year beginning January 1, 2025; Providing for the Execution of Official Ballot; And Providing an Effective Date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Irma G. Parker, City Secretary

BACKGROUND/HISTORY:

Senate Bill 2 (88th Leg., 2nd C.S.) made several changes to the Tax Code regarding the composition of Appraisal Districts. In counties with a population of 75,000 or more, the appraisal district will be governed by a board of nine directors. The board is composed of both appointed and elected directors. Five directors are appointed by the taxing units participating in the district, and three directors are elected by majority vote. The county assessor-collector serves as an ex-officio director.

The Appraisal District Board of Directors has a limited scope in District operations. The Board of Directors has no authority over the setting of values. The duties include hiring the Chief Appraiser, setting the budget of the district, approval of contracts, setting policies and procedures for the Board of Directors, and appointment of Appraisal Review Board Members.

The current Board of Directors term will expire on December 31, 2024. This is an appointment year for Bastrop, and several stages in the process are subject to a deadline as follows:

1. Taxing jurisdictions nominate up to five members on or before **October 15th**.
2. Taxing jurisdictions receive a ballot of all nominations on or before October 30th.
3. Taxing jurisdictions distribute their allocated votes to a single nominee or several nominees on the ballot by resolution at a regular session delivered to the appraisal district on or before December 15th.

Current board members who have expressed an interest in being nominated are David Redd, David Glass, William (Bill) Archer, Jeannie Ralph, and Justin Bezner

FISCAL IMPACT:

None

RECOMMENDATION:

The City Council nominates five (5) members to serve on the BCAD Board of Directors for a one-year term beginning January 2025.

ATTACHMENTS:

1. Resolution No. R-2024-122
2. Support documents from BCAD

RESOLUTION NO. R-2024-122**A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPOINTING FIVE (5) MEMBERS TO THE BASTROP CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS FOR A ONE-YEAR TERM BEGINNING JANUARY 2025; PROVIDING FOR THE EXECUTION OF OFFICIAL BALLOT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Senate Bill 2 (88th Leg., 2nd C.S.) made several changes to the Tax Code regarding the composition of Appraisal Districts. In counties with a population of 75,000 or more, the appraisal district will be governed by a board of nine directors. The board is composed of both appointed and elected directors. Five directors are appointed by the taxing units participating in the district, and three directors are elected by majority vote. The county assessor-collector serves as an ex-officio director; and

WHEREAS, the Appraisal District Board of Directors has a limited scope in District operations, with no authority over the setting of values. Board duties include hiring the Chief Appraiser, setting the budget of the district, approving contracts, setting policies and procedures for the Board of Directors, and appointing Appraisal Review Board Members; and

WHEREAS, current Board of Directors terms will expire on December 31, 2024. Current board members who have expressed an interest in being nominated are David Redd, David Glass, William (Bill) Archer, Jeannie Ralph, and Justin Bezner.

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

Section 1. The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.

Section 2. The Bastrop City Council cast their official votes for _____, _____, _____, _____, and _____ to Bastrop Central Appraisal District Board of Directors.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this **10th** day of **SEPTEMBER** 2024.

CITY OF BASTROP, TEXAS

Lyle Nelson, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma G. Parker, City Secretary

Alan Bojorquez, City Attorney

FW: Nominations for Bastrop CAD Director Appointments

Sylvia Carrillo <scarrillo@cityofbastrop.org>

Thu 8/29/2024 12:38 PM

To: Irma Parker <iparker@cityofbastrop.org>

📎 3 attachments (498 KB)

ALLOCATION OF VOTES.pdf; BCAD Nomination Resolution.doc; Board of Directors Appointment.pdf;

From: Faun Cullens <faun@bastropcad.org>

Sent: Monday, August 26, 2024 10:12 AM

To: Faun Cullens <faun@bastropcad.org>

Cc: Lynn Howell <Lynnh@bastropcad.org>

Subject: Nominations for Bastrop CAD Director Appointments

Importance: High

CAUTION: This email originated outside the City of Bastrop, TX email system. Please maintain caution when opening links or attachments.

Dear Presiding Officer:

As you may be aware, five of the members of the Bastrop CAD Board of Director's are appointed by the participating taxing jurisdictions, the County, the Cities, the School Districts, and the Community College.

The current Board of Directors term will expire on December 31, 2024. This is an appointment year for Bastrop, and several stages in the process are subject to a deadline.

1. Taxing jurisdictions nominate up to five members on or before **October 15th**.
2. Taxing jurisdictions receive a ballot of all nominations on or before October 30th.
3. Taxing jurisdictions distribute their allocated votes to a single nominee or several nominees on the ballot by resolution at a regular session delivered to the appraisal district on or before December 15th.

Just so you know, the appraisal district cannot generate the ballot without nominations.

Current board members who have expressed an interest in being nominated are:

David Redd
David Glass
William (Bill) Archer
Jeannie Ralph
Justin Bezner

Other helpful information: The Board of Directors meets at least once a quarter. Meetings typically start at p.m. and last from one to two hours.

Item 9K.

Attached is the Allocation of Votes, a sample Nomination Resolution and Board members selection cycles.

If you have any questions, please let me know as soon as possible. ***Please note that the first deadline for the nominations is October 15th.***

Thank you,

Faun

Faun Cullens, RPA, CCA

CEO, Chief Appraiser
Bastrop Central Appraisal District
512-303-1930 ext 126

212 Jackson St, PO Box 578,
Bastrop, TX 78602

NOMINATION RESOLUTION

WHEREAS the Texas Property Tax Code allows tax jurisdictions to nominate up to five people to serve on the Board of the Bastrop Central Appraisal District for a term of office of one year beginning January 1, 2025;

AND WHEREAS, _____ desires to nominate a person or persons to said Board;

AND WHEREAS, said tax unit recognizes the importance of cost-effective operations of the Appraisal District,

NOW THEREFORE, we hereby nominate the following person or persons for a position on the Board of Directors of the Bastrop Central Appraisal District.

Approved on this the _____ day of _____, 2024

Presiding Officer of Tax Unit

Attest, Secretary of the Tax Unit

December 2023

Taxing units appoint 5 members via taxing unit election to serve a 1-year term

January 1, 2024

5 entity appointed members take office for a 1-year term

May 2024

General election to elect 3 board members by the public bringing board to a 9-member board including TAC as an ex officio member

July 1, 2024

3 members that were elected in May take office for a 2.5-year term to expire 12/31/2026

<p><u>December 2024</u></p> <p>Taxing units appoint 5 members. 2 members to serve a 1-year term and 3 members to serve a 3-year term</p> <p><u>January 1, 2025</u></p> <p>5 entity appointed members take office</p>
--

December 2025

Taxing units appoint 2 members to a 4-year term

January 1, 2026

2 entity appointed members take office

November 2026

General election to elect all 3 elected positions

January 1, 2027

3 elected members take office. At the January board meeting, the three elected members will draw lots to determine 1 member to serve a 2-year term to expire 12/31/2028 and 2 members to serve a 4-year term to expire 12/31/2030.

December 2027

Taxing units appoint 3 members to serve a 4-year term

January 1, 2028

3 entity appointed members take office.

Important Dates

(CAD) Vote Calculations Due Out: **September 1st**

(TU) Written Resolutions Due Back (Nominees): **BEFORE October 15th** ...unless CA declares to accept later.

(CAD) Ballots Due Out: **BEFORE October 30th**

(TU) Written Resolutions Due Back (Votes): **BEFORE December 15th**

(CAD) Declaration of Candidates Due Out: **BEFORE December 31st**

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	NOTES
OCTOBER 2024			1	2	3	4	5	
	6	7	8	9	10	11	12	
	13	14	15	16	17	18	19	(TU) Written Resolutions Due Back (Nominees): BEFORE October 15th
	20	21	22	23	24	25	26	
	27	28	29	30	31			(CAD) Ballots Due Out: BEFORE October 30th
DECEMBER 2024	1	2	3	4	5	7	8	
	9	10	11	12	13	14	15	(TU) Written Resolutions Due Back (Votes): BEFORE December 15th
	16	17	18	19	20	21	22	
	23	24	25	26	27	28	29	
	30	31						(CAD) Declaration of Candidates Due Out: BEFORE December 31st

BOARD MEMBER SELECTION CYCLES

Elected Members

May 2024	3 members
November 2026	3 members (at first meeting they will draw lots to determine 1 member to serve a 2-year term and 2 members to serve a 4-year term)
November 2028	1 member
November 2030	2 members
November 3032	1 member
November 2034	2 members
November 2036	1 member
November 2038	2 members

Entity Appointed Members

December 2023	5 members
December 2024	5 members (2 members to a 1-year term and 3 members to a 3-year term)
December 2025	2 members
December 2027	3 members
December 2029	2 members
December 2031	3 members
December 2033	2 members
December 2035	3 members
December 2037	2 members



BASTROP CENTRAL APPRAISAL DISTRICT

P.O. DRAWER 578 • BASTROP, TEXAS 78602-0578
 PHONE (512) 303-1930

Board of Directors Appointment of Members

The five-appointed Board of Director's terms will expire on December 31, 2024. The allocation of votes is to be delivered to the voting entities on or before September 1, 2024. The taxing units participating in the appointment process are known as the voting entities. They consist of the County, School District, Cities, and Austin Community College.

Calculations for Voting Entitlement

ENTITY	2023 LEVY	TOTAL LEVY				VOTES
Bastrop County	\$ 52,739,496 /	\$ 191,085,666 X	1,000 =	275.9992 X	5 =	1,380
Bastrop ISD	\$ 82,189,396 /	\$ 191,085,666 X	1,000 =	430.1181 X	5 =	2,151
Bastrop City	\$ 8,463,555 /	\$ 191,085,666 X	1,000 =	44.2919 X	5 =	221
Elgin ISD	\$ 23,863,337 /	\$ 191,085,666 X	1,000 =	124.8829 X	5 =	624
Elgin City	\$ 4,815,941 /	\$ 191,085,666 X	1,000 =	25.2030 X	5 =	126
Lexington ISD	\$ 43,651 /	\$ 191,085,666 X	1,000 =	0.2284 X	5 =	1
McDade ISD	\$ 1,525,084 /	\$ 191,085,666 X	1,000 =	7.9812 X	5 =	40
Smithville ISD	\$ 12,915,316 /	\$ 191,085,666 X	1,000 =	67.5891 X	5 =	338
Smithville City	\$ 2,377,859 /	\$ 191,085,666 X	1,000 =	12.4439 X	5 =	62
ACC-Elgin	\$ 2,152,031 /	\$ 191,085,666 X	1,000 =	11.2621 X	5 =	56
	191,085,666			Total Number of Votes		5,000

Due to the number of meetings available for the Voting Entities to take action in the nomination and appointment process, it is important to inform them as early as possible of the voting allocation and any standing members interested in being nominated to serve.

The following pages are the important dates in the appointment and election process of the Board of Directors for the Appraisal District.

BOARD OF DIRECTORS

DAVID REDD BILL ARCHER DAVID GLASS JUSTIN BEZNER JEANNIE RALPH
 MICHELLE GAERTNER PAUL JOHNSON JOHN SABOL ELLEN OWENS

FAUN CULLENS, RPA, CCA, CEO - Chief Appraiser

**CALCULATIONS for VOTING ENTITLEMENT
BASTROP CENTRAL APPRAISAL DISTRICT
2025 BOARD OF DIRECTORS**

ENTITY	2023 LEVY	TOTAL LEVY						VOTES
Bastrop County	\$ 52,739,496 /	\$ 191,085,666 X	1,000 =	275.9992 X	5 =	1,380		
Bastrop ISD	\$ 82,189,396 /	\$ 191,085,666 X	1,000 =	430.1181 X	5 =	2,151		
Bastrop City	\$ 8,463,555 /	\$ 191,085,666 X	1,000 =	44.2919 X	5 =	221		
Elgin ISD	\$ 23,863,337 /	\$ 191,085,666 X	1,000 =	124.8829 X	5 =	624		
Elgin City	\$ 4,815,941 /	\$ 191,085,666 X	1,000 =	25.2030 X	5 =	126		
Lexington ISD	\$ 43,651 /	\$ 191,085,666 X	1,000 =	0.2284 X	5 =	1		
McDade ISD	\$ 1,525,084 /	\$ 191,085,666 X	1,000 =	7.9812 X	5 =	40		
Smithville ISD	\$ 12,915,316 /	\$ 191,085,666 X	1,000 =	67.5891 X	5 =	338		
Smithville City	\$ 2,377,859 /	\$ 191,085,666 X	1,000 =	12.4439 X	5 =	62		
ACC-Elgin	\$ 2,152,031 /	\$ 191,085,666 X	1,000 =	11.2621 X	5 =	56		
	191,085,666			Total Number of Votes		5,000		



STAFF REPORT

MEETING DATE: September 10, 2024

TITLE:

Consider and act on Resolution No. R-2024-123, Casting an Official Ballot to Elect and Region 10 Representative to serve on the Texas Municipal League (TML) Board of Directors for a 2-year term ending 2026.

AGENDA ITEM SUBMITTED BY:

Submitted by: Irma G. Parker, City Secretary, TRMC, CMC

BACKGROUND/HISTORY:

Today, 1,175 Texas cities are members of the Texas Municipal League. The League is governed by a Board of Directors made up of:

- President and president-elect
- Regional directors, one from each of the League's 15 sub-state regions
- Affiliate directors, one from each of the League's 21 affiliates
- Eight at-large directors, one from each of the state's eight largest cities
- All past presidents still in municipal office
- One ex officio representative from the TML Intergovernmental Risk Pool

The City of Bastrop is in Sub-State Region 10 which is comprised of San Saba, Lampasas, Mason, Llano, Burnet, Williamson, Travis, Hays, Milam, Caldwell Bastrop, Lee, Burleson, Brazos, Fayette, and Washington Counties. Our 2024-2026 Officers are:

President – LaVonja Horne, Council Member – Buda
 Vice President - Emily Hill, Mayor Pro Tem – Manor
 Secretary – Alicia Ramirez, City Clerk – Buda

Region 10 Board Representative was previously held by Leander Mayor Christine DeLisle whose term expires in 2025. Mayor DeLisle has indicated she is not seeking re-appointment. Each TML membership city must vote for the Region Director position. Those individuals vying for this position and their biographies are attached for your information.

FISCAL IMPACT:

None

RECOMMENDATION:

The City Council nominate taff an individual to represent TML Region 10 Board for a 2-year term.

ATTACHMENTS:

1. Resolution R-2024-123

2. Official Ballot
3. Region 10 Director Candidate Biographies



OFFICIAL BALLOT

Texas Municipal League (TML) Region 10 Director Election

This is the official ballot for the election of the Region 10 director of the TML Board of Directors. You received this ballot because you are the city’s primary contact person with TML. Each TML member city is entitled to one vote, which vote must be cast by a majority vote of the city’s governing body. Please record your city’s choice by placing an “X” in the square beside the candidate’s name or writing in the name of an eligible person in the space provided. You can only vote for one candidate.

The officials listed on this ballot have been nominated to serve a two-year term on the TML Board of Directors. A brief biography for each candidate is included after the ballot.

Ballots must reach the TML office by 5:00 p.m. Central Time on October 3, 2024. Ballots received after this date cannot be counted. **The ballot must be properly signed and mailed to: Rachael Pitts, Texas Municipal League, 1821 Rutherford Lane, Suite 400, Austin, TX 78754, or scanned and emailed to rpitts@tml.org. If the ballot is not signed, it will not be counted.**

Region 10 Director (select one)

Dr. Christopher Harvey, Mayor, Manor

Jimmy Jenkins, Councilmember, Smithville

Na’Cole Thompson, Mayor Pro Tem, Leander

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the city named below.

Witness my hand, this _____ day of _____, 2024.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of City

Region 10 Director Candidate Biographies (printed on both sides)



Dr. Christopher Harvey, Mayor, Manor

I humbly submit this application for the Region 10 Regional Director position. I have lived in Region 10 all my life, being born and raised in Austin, now living in Manor. I am a graduate of Texas State University (Social Work), Concordia University at Austin (Master's in Education Administration), and the University of Mary Hardin-Baylor (Doctorate in Leadership in Education Administration). I am a leader in the field of Education. I am a man with Christian values and practices. I am a family man with a wife and three girls. My political affiliation is non-partisan. I value diversity, small business, and community. I believe that strong city leadership can change our country and the world. I have served my community on the Manor City Council since 2019. My colleagues in Region 10 will share that when I have had the floor, I didn't promote Manor, but the region. My supporters in the Texas Legislature and US Congress will echo the sentiment. I am an advocate of regional planning. We've even embarked on a regional wastewater treatment plant and regional economic initiatives with Samsung, Tesla, Applied Materials, and the City of Austin. I have worked to build a relationship with Mayor Kirk Watson and we talk about regional employment, transportation needs (like US HWY 290, FM 973, and HWY 95). He is a supporter of regional planning. He called several Mayors to meet in Austin to answer the call of joining an association so that we can partner and build our area together. I shared this with my council and city staff. We believe in the work and made the financial and time commitments.



Jimmy Jenkins, Councilmember, Smithville

I am retired from American Airlines and returned home to Smithville in 2018. I was born in Wichita Falls and have been a tradesman all my life. After retirement, I wanted to keep my mind and body active. I started attending council meetings and ran for and was elected in 2023. Our small city is at the edge of the growth that is hitting Bastrop County, and over the next two to three years it will be at our doors. As a Smithville councilmember, I have been very active in TML, CARTPO, the Bastrop County Public Health Taskforce, and other related activities for the city. Managing our land use, working with officials to protect our city's ability to govern, and managing the city's infrastructure are top priorities. I have the privilege to be appointed to the 2024 TML Policy Summit. Working to protect our cities' rights to govern and promoting good legislation with other TML members will be a privilege. I am a firm believer that working together with other cities and towns we can improve the lives of our constituents and make our cities better by the exchange of ideas and being good listeners. If I am chosen to serve, I will work hard for Region 10. Listening to ideas from member cities, promoting each other, and promoting ideas that the members put forth to TML leadership will be job one. Texas is a great place to live, raise a family, and to be from. Let's keep it that way. Thank you in advance for your consideration.

Region 10 Director Candidate Biographies (printed on both sides)



Na'Cole Thompson, Mayor Pro Tem, Leander

Na'Cole Thompson's dedication to public service, combined with her extensive experience, education, and recommendation from TML Director Mayor Christine DeLisle, make her a strong candidate for the Texas Municipal League Region 10 director, where she aims to represent and advocate for her region's interests at the state level. Na'Cole's active membership with the Texas Association of Black City Council Members, is a further testament to her advocacy for inclusive governance. As a native Austinite and notable figure, Na'Cole has proven herself to be a versatile leader with deep connections in her community. Currently serving her second term on the Leander City Council and as the mayor pro tem, she continues to demonstrate her commitment to her constituents. Na'Cole's community involvement extends outside city limits as she serves on the Capital Area Council of Governments (CAPCOG) General Assembly, where she contributes to regional strategies that benefit a wide range of communities. Additionally, Na'Cole serves as the board president of the Brushy Creek Regional Utility Authority, working closely with neighboring cities to ensure effective water resource management. On the Leander City Council, Na'Cole has been a proactive council liaison to the Leander Public Arts & Culture Commission, spearheading cultural enrichment through events such as the City's annual Juneteenth and Martin Luther King Jr. celebrations. Lastly, as a small business owner, Na'Cole brings a practical understanding of the challenges and opportunities facing local enterprises. Her educational background includes an MBA from Florida Metropolitan University and a bachelor's degree in communications from Baylor University, supplemented by her graduation from the Women's Entrepreneurship Certificate Program at Cornell University and the LBJ Women's Campaign School.

RESOLUTION NO. R-2024-123

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, CASTING AN OFFICIAL BALLOT TO ELECT A REGION 10 DIRECTOR ON THE TEXAS MUNICIPAL LEAGUE BOARD OF DIRECTORS FOR A TWO (2) YEAR TERM ENDING IN 2026; PROVIDING FOR THE EXECUTION OF OFFICIAL BALLOT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop is among 1,175 Texas cities that are members of the Texas Municipal League (League); and

WHEREAS, the League is governed by a Board of Directors consisting of 15 sub-state Regional Directors, Affiliate Directors, Representatives of the state's eight largest cities, and all past presidents still in municipal office; and

WHEREAS, the City of Bastrop is included in Sub-State Region 10 which comprises of San Saba, Lampasas, Mason, Llano, Burnet, Williamson, Travis, Hays, Milam, Caldwell Bastrop, Lee, Burleson, Brazos, Fayette, and Washington Counties; and

WHEREAS, 2024-2026 Officers are (1) President – LaVonia Horne, Council Member – Buda; (2) Vice President - Emily Hill, Mayor Pro Tem – Manor; and (3) Secretary – Alicia Ramirez, City Clerk – Buda; and

WHEREAS, Region 10 Board Representative was previously held by Leander Mayor Christine DeLisle whose term expires in 2025. Mayor DeLisle has indicated she is not seeking re-appointment; and

WHEREAS, each TML membership city must vote for the Region Director position. Those individuals vying for this position and their biographies were presented for council consideration.

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

Section 1. The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.

Section 2. The Bastrop City Council cast their official vote for _____ to represent the city of Bastrop and Region 10 on the Texas Municipal League (TML).

Section 3. The City Secretary is directed to complete the Official Ballot for the signature of Mayor Lyle Nelson and submit it to TML no later than October 3, 2024.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this 10th day of SEPTEMBER 2024.

CITY OF BASTROP, TEXAS

Lyle Nelson, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma G. Parker, City Secretary

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: September 10, 2024

TITLE:

TABLED 8/27/2024: Consider and act on Resolution No. R-2024-114, of the City of Bastrop, Texas, denying the disannexation of land from the city's 1-mile extraterritorial jurisdiction, for 2.00 acres of property known as Nancy Blakey Abstract No. A98, located at 1285 West State Highway 71, Unit A, Bastrop, Texas in Bastrop County, Texas; upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.

AGENDA ITEM SUBMITTED BY:

Vivianna Nicole Andres, Assistant to the City Manager

BACKGROUND/HISTORY:

This item was heard at the August 27th, 2024 City Council meeting and after deliberation at the dais was tabled. This item is being presented as an update only at the September 10th, 2024 meeting.

The City Secretary received a petition for the release of a tract of land comprised of tract or parcel of land currently situated within the 1-mile ETJ of the City of Bastrop.

POLICY EXPLANATION:

Texas Senate Bill 2038 passed by the Texas State Legislature in the 88th Legislative Session, Texas Local Government Code Chapter 42 allows for the release of an area from the City's extraterritorial jurisdiction ("ETJ") by petition of landowners or by election.

Pursuant to Texas Local Government Code Section 42.102, a resident of an area or the owners of the majority in value of an area in the City's ETJ may file a petition with the City Secretary for the area to be released from the ETJ.

Pursuant to Texas Local Government Code Section 42.152, a resident of an area in the City's ETJ may request the City to hold an election to vote on the question of whether to release the area from the City's ETJ by filing a petition with the City Secretary

RECOMMENDATION:

Postpone the item to the September 17th, 2024, City Council Meeting once final discussions with the applicant have been concluded.

ATTACHMENTS:

- Resolution No. R-2024-114
- Location Map
- Petition

CITY OF BASTROP, TX
RESOLUTION NO. R-2024-114

DENIAL OF EXTRATERRITORIAL JURISDICTION RELEASE

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS,
DENYING THE RELEASE OF LAND FROM THE CITY'S
EXTRATERRITORIAL JURISDICTION AND PROVIDING
FOR FINDINGS OF FACT, REPEALER, SEVERABILITY,
EFFECTIVE DATE, PROPER NOTICE, AND MEETING.**

- WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City of Bastrop ("City") has general authority to adopt an ordinance, resolution, or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and
- WHEREAS,** pursuant to Texas Senate Bill 2038 passed by the Texas State Legislature in the 88th Legislative Session, Texas Local Government Code Chapter 42 allows for the release of an area from the City's extraterritorial jurisdiction ("ETJ") by petition of landowners or by election; and
- WHEREAS,** pursuant to Texas Local Government Code Section 42.102, a resident of an area or the owners of the majority in value of an area in the City's ETJ may file a petition with the City Secretary for the area to be released from the ETJ; and
- WHEREAS,** pursuant to Texas Local Government Code Section 42.152, a resident of an area in the City's ETJ may request the City to hold an election to vote on the question of whether to release the area from the City's ETJ by filing a petition with the City Secretary; and
- WHEREAS,** the City Council received a petition from O. Allen Cassel on July 16, 2024, for the release of a certain tract of land from the ETJ ("Property"), which Property is more accurately described in **Exhibit A** which is attached hereto and incorporated herein; and
- WHEREAS,** *The City of Grand Prairie v. The State of Texas*, D-1-GN-23-007785, has been filed in the 261st District Court of Travis County, Texas, and challenges Senate Bill 2038 as an unconstitutional delegation of legislative authority (among other legal defects) and seeks to render the bill void and unenforceable in its entirety; and
- WHEREAS,** the above-named property is within the City's statutory one-mile ETJ; and

WHEREAS, due to the nature of the lawsuit and the legitimate interests of our community, the City elects to reserve its rights to enforcement of regulations in the ETJ, until the conclusion of the pending litigation; and

WHEREAS, The City's ETJ has traditionally been regarded by the City as an important component of our comprehensive planning efforts, including land use, development, capital improvements (infrastructure), and the extension of utilities; and

WHEREAS, the City is inclined to proceed in a deliberate, cautious manner when considering whether to release an area pursuant to new legislation that is currently undergoing a legal challenge.

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

Section 1. Findings of Fact: The foregoing recitals are incorporated into this resolution ("Resolution") by reference as findings of fact as if expressly set forth word-for-word herein.

Section 2. Release Denied: The Petition is hereby considered verified; however, the Property as described in the Petition included as **Exhibit A** is denied and shall not be released from the City's ETJ pending the outcome of the *City of Grand Prairie v. The State of Texas* litigation.

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

Section 4. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

Section 5. Effective Date: This Resolution shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, its Code of Ordinances, and the laws of the State of Texas.

Section 6. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED on First Reading by the City Council of the City of Bastrop, on this, the 27th day of August 2024.

APPROVED:

by: _____
Lyle Nelson, Mayor

ATTEST:

Irma Parker, Interim City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A

July 12, 2024

Item 9M.

JUL 16 2024

Alan J. Bojorquez
Bojorquez Law Firm
Bastrop City Attorney
11675 Jollyville Road, Suite 300
Austin, Texas 78759

Via: U.S. Postal Service Certified Mail Number 7019 2970 0001 5629 0219 Return Receipt

Re: Petition for Release from the Extraterritorial Jurisdiction of the City of Bastrop

Dear Mr. Bohorquez,

1. O. Allen Cassel (“Owner”) files this Petition pursuant to TEX. LOC. GOV’T CODE § 42.102.
2. O. Allen Cassel owns property within the extraterritorial jurisdiction of the City of Bastrop located at 1285 W SH 71, Bastrop, Texas 78602, PID 56645 (the “Property”). *See* Exhibit A (Deed and Property Map).
3. Owner hereby Petitions the City of Bastrop to release of Owner’s Property from its extraterritorial jurisdiction.
4. Pursuant to TEX. LOC. GOV’T CODE § 42.102, an owner or owners of majority in value of an area in a municipality’s extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the owner’s property in question meets the applicability requirements of TEX. LOC. GOV’T CODE § 42.101 and the petition requirements of TEX. LOC. GOV’T CODE § 42.104.
5. Owner’s Property meets the applicability requirements of TEX. LOC. GOV’T CODE § 42.101.
6. As set forth in Exhibit B, Affidavit of Owner, and as set forth in TEX. LOC. GOV’T CODE § 42.101, the undersigned swears that the Property is not:
 - (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV’T CODE § 43.0117, at which an active training program is conducted;
 - (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:
 - (A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and
 - (B) that has a population greater than 240,000;
 - (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:

Exhibit A

Item 9M.

- (A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and
- (B) in a county with a population of more than 2 million;
- (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or
- (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.
7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.
8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owner's value in the Property constitutes more than 50% of the value of the Property, as indicated by the tax rolls of the Bastrop Central Appraisal District.
9. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompany this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.
10. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.
11. This Petition contains, in addition to the signature:
- (A) the signer's printed name;
- (B) the signer's:
- (i) date of birth; or
- (C) the signer's residence address; and
- (D) the date of signing.
12. As required by TEX. LOC. GOV'T CODE § 42.104(b), Owner filing this Petition satisfied the signature requirement within 180 days after the date the first signature for the Petition was obtained.
13. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signature collected under this section is in writing.
14. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the land to be released in Exhibit A, which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.
15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owner, who filed this Petition under Section 42.102.

Exhibit A

Item 9M.

15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owner, who filed this Petition under Section 42.102.
16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owner has obtained the number of signatures on the Petition required under Section 42.104 to release the area from the extraterritorial jurisdiction of the City of Bastrop, the City must immediately release the area—Owner's Property—from the City's extraterritorial jurisdiction.
17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Owner's Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Owner's Property—is released by operation of law.

Exhibit A
EXHIBIT A
DEED AND PROPERTY MAP

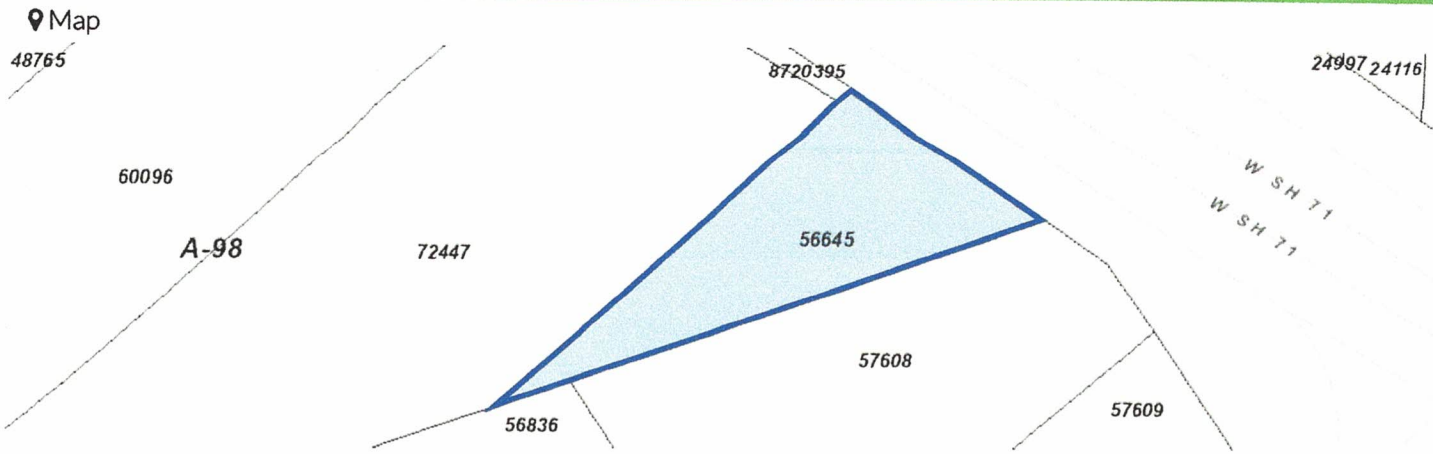
Item 9M.

(INSERT DEED AND CAD MAP HERE.)

Exhibit A

Item 9M.

Property ID: 56645 For Year 2024



Property Details

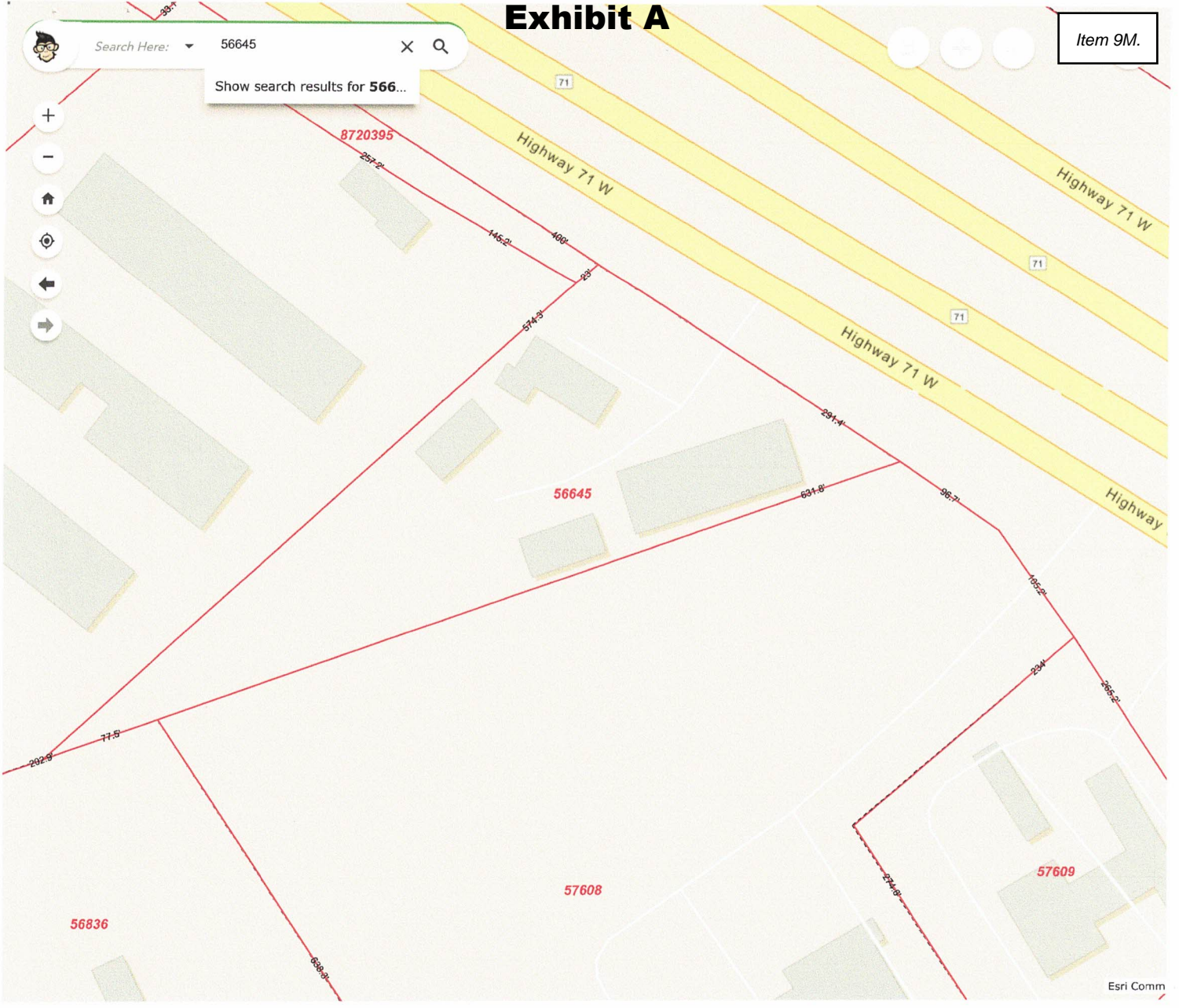
Account	
Property ID:	56645
Geographic ID:	R56645
Type:	Real
Zoning:	
Property Use:	
Location	
Situs Address:	1285 W SH 71 UNIT A BASTROP, TX 78602
Map ID:	Mapsco:
Legal Description:	A98 BLAKEY, NANCY, ACRES 2.000
Abstract/Subdivision:	A98 - Blakey, Nancy
Neighborhood:	NBHD0313
Owner	
Owner ID:	651674
Name:	CASSEL, O ALLEN
Agent:	
Mailing Address:	P O BOX 534 BASTROP, TX 78602
% Ownership:	100.00%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

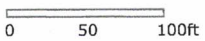
Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$318,022 (+)
Land Homesite Value:	\$0 (+)
Total Value:	\$318,022 (+)

Exhibit A

Item 9M.



30°06'46"N 97°25'03"W



774

Exhibit A

Item 9M.

VOL 400 PAGE 392

OFFICIAL RECORDS

GENERAL WARRANTY DEED

12951

THE STATE OF TEXAS
COUNTY OF BASTROP

KNOW ALL MEN BY THESE PRESENTS:

That I, RICHARD WELCH, not joined herein by my wife, for the reason that the hereinafter described property forms no part of any property owned, used, claimed or occupied by us as our homestead, but constitutes ordinary community property over which I have control, of Bastrop County, Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to me in hand paid by O. ALLEN CASSEL, of Bastrop County, Texas, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, no part of which consideration is secured by a lien, either expressed or implied, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said O. ALLEN CASSEL, subject to any reservations and restrictions contained herein, an undivided one-half (1/2) interest in and to the following described real property in Bastrop County, Texas, to-wit:

A tract or parcel of land being 2.000 acres of land located in Bastrop County, Texas, being a part of the NANCY BLAKEY SURVEY, Abstract No. 98, and being a part of that certain 18.568 acre tract of land from Wayne Meuth and Charley Kirk to Richard Welch, dated August 1, 1984, and recorded in Volume 339, Page 197 in the Deed Records of Bastrop County, Texas, said 2.000 acres being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, his heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made and accepted subject to any and all conditions, restrictions, reservations, and leases, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk, Bastrop County, Texas.

EXECUTED this 6 day of December, 1985.

Richard Welch
RICHARD WELCH

STATE OF TEXAS
COUNTY OF BASTROP

This instrument was acknowledged before me on the 6 day of December, 1985, by RICHARD WELCH.

My commission expires:

11/05/88

NOTARY SEAL

Nancy Cude
NOTARY PUBLIC - STATE OF TEXAS
NANCY CUDE
Print Name of Notary

The mailing address of the Grantee:

Box 534
Bastrop, W. 78608

Exhibit A

ABRAHAM—SURVEYING
908 B PECAN ST. · BASTROP, TEXAS · 78602
PHONE: (512) 321-5823

Item 9M.

VOL 400 PAGE 393

TRACT B2

FIELD NOTE DESCRIPTION FOR A 2.000 ACRE TRACT:

A tract or parcel of land being 2.000 acres of land located in Bastrop County, Texas, being a part of the Nancy Blakey, Abstract No. 98, and being a part of that certain 18.668 acre tract of land from Wayne Muth and Charley Kirk to Richard Welch, dated August 1, 1984 and recorded in Volume 339, Page 197 in the Deed Records of Bastrop County, Texas, and being more particularly described by metes and bounds as follows, to wit:

Beginning at an iron rod found in the Southwest line of State Highway No. 71 at the East corner of said 18.668 acre tract for the East corner and POINT OF BEGINNING of the herein described tract;

Thence leaving the Southwest line of said State Highway No. 71, South 72 degrees 38 minutes 26 seconds East, a distance of 748.71 feet to an iron rod set in the Southeast line of said 18.668 acre tract for the West corner of this tract;

Thence leaving the Southeast line of said 18.668 acre tract, North 50 degrees 26 minutes 33 seconds East, a distance of 615.97 feet to an iron rod set in the Northeast line of said 18.668 acre tract, the Southwest line of said State Highway No. 71 for the North corner of this tract;

Thence with the Southwest line of said State Highway No. 71, the Northeast line of said 18.668 acre tract, South 72 degrees 38 minutes 26 seconds West, a distance of 573.56 feet to the POINT OF BEGINNING containing 2.000 acres of land, more or less.

Surveyed July 31, 1985



William S. Abraham
William S. Abraham
Registered Public Surveyor No. 2052

EXHIBIT "A"
PAGE ONE OF TWO

Exhibit A

Item 9M.

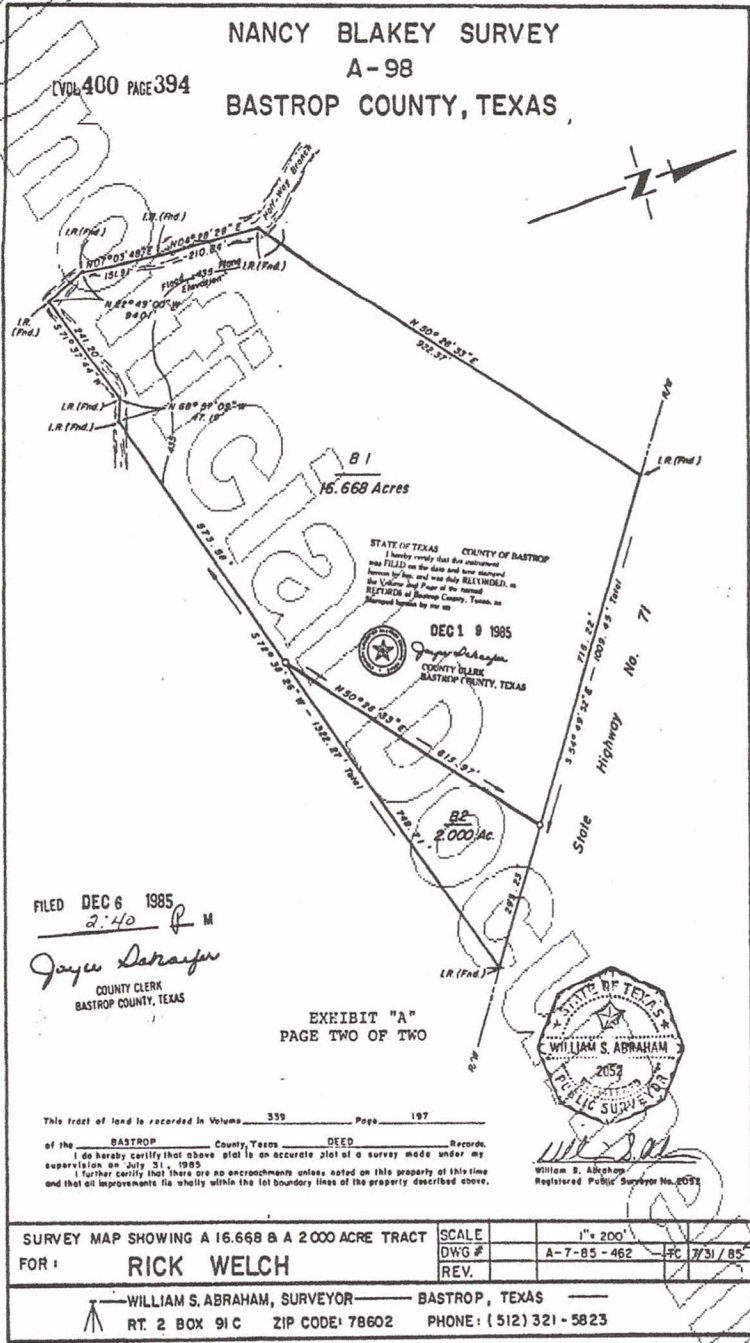


Exhibit A

Owner Name: (Name of Owner)

Item 9M.

By: Oscar Allen Casse
Printed Name

Its: Owner
Title

O. Allen Casse
Signature

04/18/1939
Date of birth

1503 Water St.
Residence address

12/12/2024
Date of signing

Exhibit A

EXHIBIT B

Item 9M.

AFFIDAVIT OF (NAME OF LANDOWNER) IN SUPPORT OF PETITION FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF (CITY NAME)

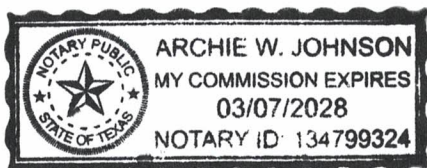
Before me, the undersigned authority, on this day personally appeared, O. Allen Cassel, who under oath stated as follows:

1. My name is O. Allen Cassel. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.
2. I am the property owner of the property located at the following address: 1285 W SH 71, Bastrop, Texas 78602, PID 56645. This property should not be in the extraterritorial jurisdiction of the City of Bastrop. If needed this document will remove my property from the extraterritorial jurisdiction of the City of Bastrop.
3. I swear that the Property is not: (1) within five miles of the boundary of a military base, as defined by Tex. Loc. Gov't Code § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is: (a) within 15 miles of the boundary of a military base, as defined by Tex. Loc. Gov't Code § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under Tex. Loc. Gov't Code § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under Tex. Loc. Gov't Code § 43.0751.
4. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.
5. I swear that I satisfied the signature requirement of Tex. Loc. Gov't Code § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

O. Allen Cassel

O. Allen Cassel

Sworn and subscribed to before me on this the 12th day of July, 2024.



Archie W. Johnson

Notary Public in and for the State of Texas

Johnson Outdoor Advertising, LP
2012 Walsh Drive
Round Rock, Texas 78681



7019 2970 0001 5629 0219

Retail



RDC 99



78759

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CEDAR PARK, TX 78613
JUL 15, 2024

\$10.99

S2323Y501213-77

JUL 16 2024



Alan Bohorquez
Bastrop City Attorney
11675 Jollyville Road, Suite 300
Austin, Texas 78759

July 12, 2024

Item 9M.

JUL 16 2024

Alan J. Bojorquez
Bojorquez Law Firm
Bastrop City Attorney
11675 Jollyville Road, Suite 300
Austin, Texas 78759

Via: U.S. Postal Service Certified Mail Number 7019 2970 0001 5629 0219 Return Receipt

Re: Petition for Release from the Extraterritorial Jurisdiction of the City of Bastrop

Dear Mr. Bohorquez,

1. O. Allen Cassel (“Owner”) files this Petition pursuant to TEX. LOC. GOV’T CODE § 42.102.
2. O. Allen Cassel owns property within the extraterritorial jurisdiction of the City of Bastrop located at 1285 W SH 71, Bastrop, Texas 78602, PID 56645 (the “Property”). See Exhibit A (Deed and Property Map).
3. Owner hereby Petitions the City of Bastrop to release of Owner’s Property from its extraterritorial jurisdiction.
4. Pursuant to TEX. LOC. GOV’T CODE § 42.102, an owner or owners of majority in value of an area in a municipality’s extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the owner’s property in question meets the applicability requirements of TEX. LOC. GOV’T CODE § 42.101 and the petition requirements of TEX. LOC. GOV’T CODE § 42.104.
5. Owner’s Property meets the applicability requirements of TEX. LOC. GOV’T CODE § 42.101.
6. As set forth in Exhibit B, Affidavit of Owner, and as set forth in TEX. LOC. GOV’T CODE § 42.101, the undersigned swears that the Property is not:
 - (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV’T CODE § 43.0117, at which an active training program is conducted;
 - (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:
 - (A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and
 - (B) that has a population greater than 240,000;
 - (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owner's value in the Property constitutes more than 50% of the value of the Property, as indicated by the tax rolls of the Bastrop Central Appraisal District.

9. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompany this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.

10. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

11. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(C) the signer's residence address; and

(D) the date of signing.

12. As required by TEX. LOC. GOV'T CODE § 42.104(b), Owner filing this Petition satisfied the signature requirement within 180 days after the date the first signature for the Petition was obtained.

13. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signature collected under this section is in writing.

14. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the land to be released in Exhibit A, which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owner, who filed this Petition under Section 42.102.

15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owner, who filed this Petition under Section 42.102.
16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owner has obtained the number of signatures on the Petition required under Section 42.104 to release the area from the extraterritorial jurisdiction of the City of Bastrop, the City must immediately release the area—Owner's Property—from the City's extraterritorial jurisdiction.
17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Owner's Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Owner's Property—is released by operation of law.

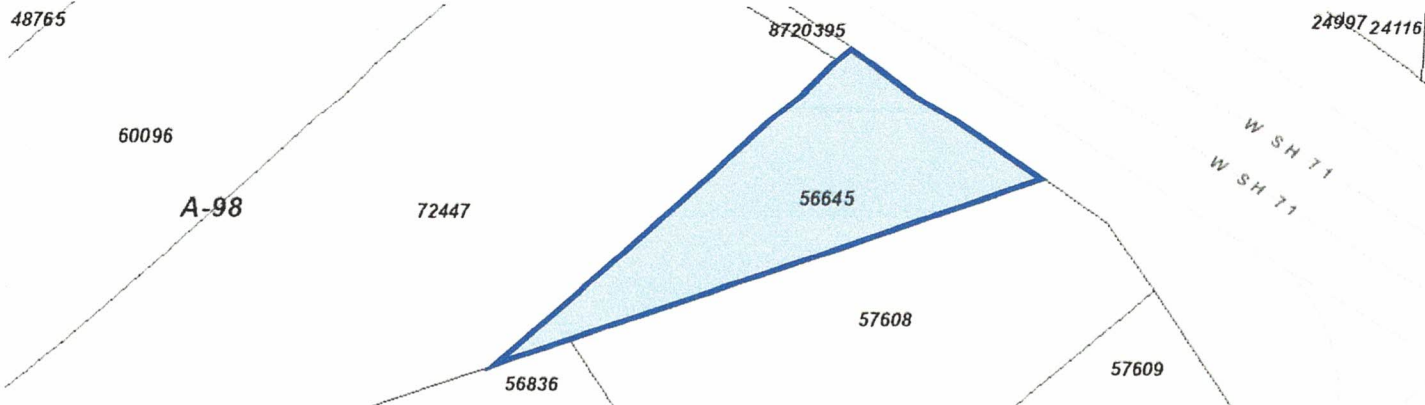
**EXHIBIT A
DEED AND PROPERTY MAP**

Item 9M.

(INSERT DEED AND CAD MAP HERE.)

Property ID: 56645 For Year 2024

Map



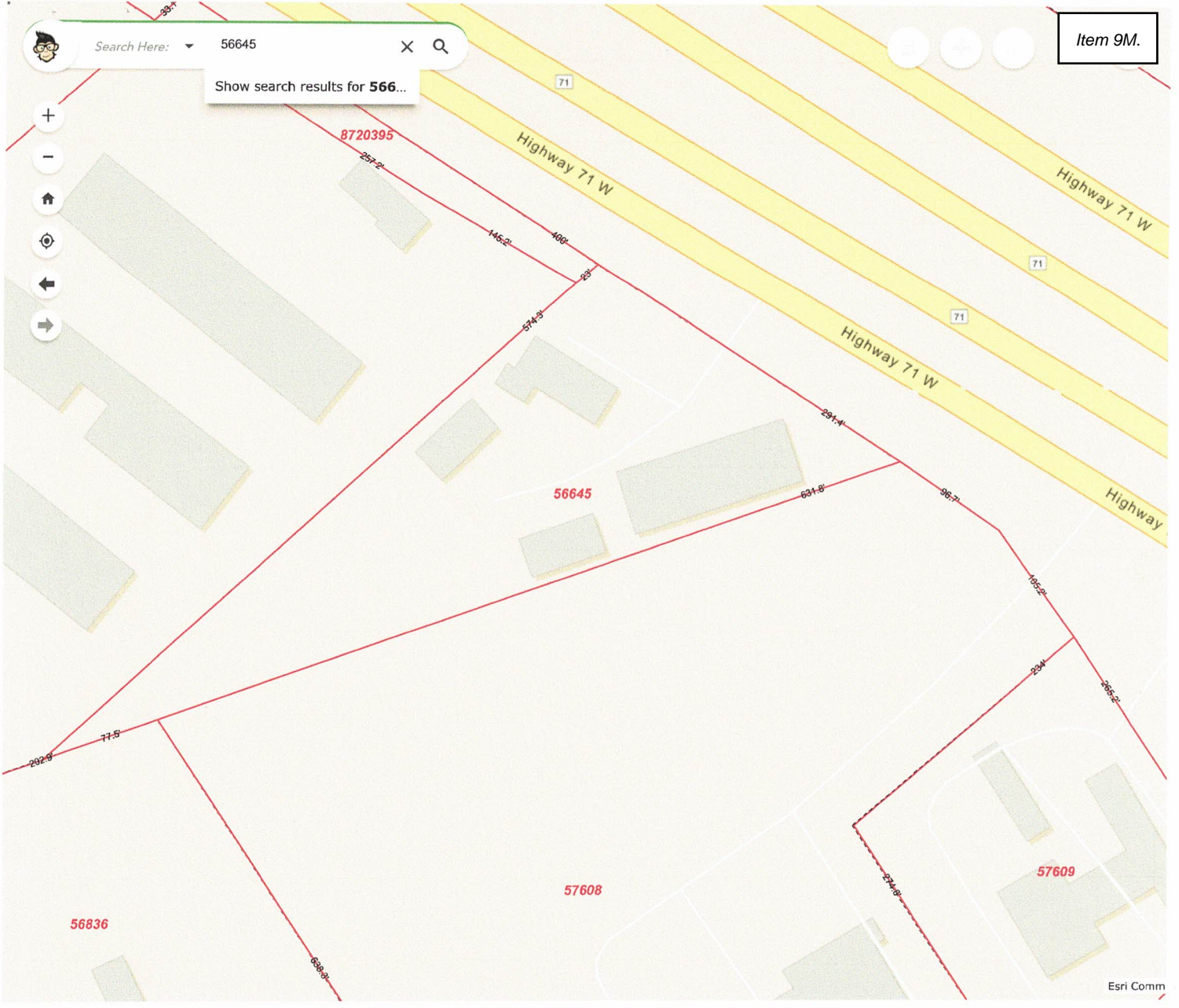
Property Details

Account	
Property ID:	56645
Geographic ID:	R56645
Type:	Real
Zoning:	
Property Use:	
Location	
Situs Address:	1285 W SH 71 UNIT A BASTROP, TX 78602
Map ID:	Mapsco:
Legal Description:	A98 BLAKEY, NANCY, ACRES 2.000
Abstract/Subdivision:	A98 - Blakey, Nancy
Neighborhood:	NBHD0313
Owner	
Owner ID:	651674
Name:	CASSEL, O ALLEN
Agent:	
Mailing Address:	P O BOX 534 BASTROP, TX 78602
% Ownership:	100.00%
Exemptions:	For privacy reasons not all exemptions are shown online.

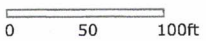
Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$318,022 (+)
Land Homesite Value:	\$0 (+)
Total Value:	\$318,022 (+)

Item 9M.



30°06'46"N 97°25'03"W



786

GENERAL WARRANTY DEED

12951

THE STATE OF TEXAS
COUNTY OF BASTROP

KNOW ALL MEN BY THESE PRESENTS:

That I, RICHARD WELCH, not joined herein by my wife, for the reason that the hereinafter described property forms no part of any property owned, used, claimed or occupied by us as our homestead, but constitutes ordinary community property over which I have control, of Bastrop County, Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to me in hand paid by O. ALLEN CASSEL, of Bastrop County, Texas, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, no part of which consideration is secured by a lien, either expressed or implied, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said O. ALLEN CASSEL, subject to any reservations and restrictions contained herein, an undivided one-half (1/2) interest in and to the following described real property in Bastrop County, Texas, to-wit:

A tract or parcel of land being 2.000 acres of land located in Bastrop County, Texas, being a part of the NANCY BLAKEY SURVEY, Abstract No. 98, and being a part of that certain 18.568 acre tract of land from Wayne Meuth and Charley Kirk to Richard Welch, dated August 1, 1984, and recorded in Volume 339, Page 197 in the Deed Records of Bastrop County, Texas, said 2.000 acres being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anyway belonging, unto the said grantee, his heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made and accepted subject to any and all conditions, restrictions, reservations, and leases, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk, Bastrop County, Texas.

EXECUTED this 6 day of December, 1985.

Richard Welch
RICHARD WELCH

STATE OF TEXAS
COUNTY OF BASTROP

This instrument was acknowledged before me on the 6 day of December, 1985, by RICHARD WELCH.

My commission expires: 11/05/88
Nancy Cude
NOTARY PUBLIC - STATE OF TEXAS
NANCY CUDE
Print Name of Notary

The mailing address of the Grantee:
Box 534
Bastrop, W. 78602

TRACT B2

FIELD NOTE DESCRIPTION FOR A 2.000 ACRE TRACT:

A tract or parcel of land being 2.000 acres of land located in Bastrop County, Texas, being a part of the Nancy Blakey, Abstract No. 98, and being a part of that certain 18.668 acre tract of land from Wayne Muth and Charley Kirk to Richard Welch, dated August 1, 1984 and recorded in Volume 339, Page 197 in the Deed Records of Bastrop County, Texas, and being more particularly described by metes and bounds as follows, to wit:

Beginning at an iron rod found in the Southwest line of State Highway No. 71 at the East corner of said 18.668 acre tract for the East corner and POINT OF BEGINNING of the herein described tract;

Thence leaving the Southwest line of said State Highway No. 71, South 72 degrees 38 minutes 26 seconds East, a distance of 748.71 feet to an iron rod set in the Southeast line of said 18.668 acre tract for the West corner of this tract;

Thence leaving the Southeast line of said 18.668 acre tract, North 50 degrees 26 minutes 33 seconds East, a distance of 615.97 feet to an iron rod set in the Northeast line of said 18.668 acre tract, the Southwest line of said State Highway No. 71 for the North corner of this tract;

Thence with the Southwest line of said State Highway No. 71, the Northeast line of said 18.668 acre tract, South 72 degrees 38 minutes 26 seconds West, a distance of 573.56 feet to the POINT OF BEGINNING containing 2.000 acres of land, more or less.

Surveyed July 31, 1985

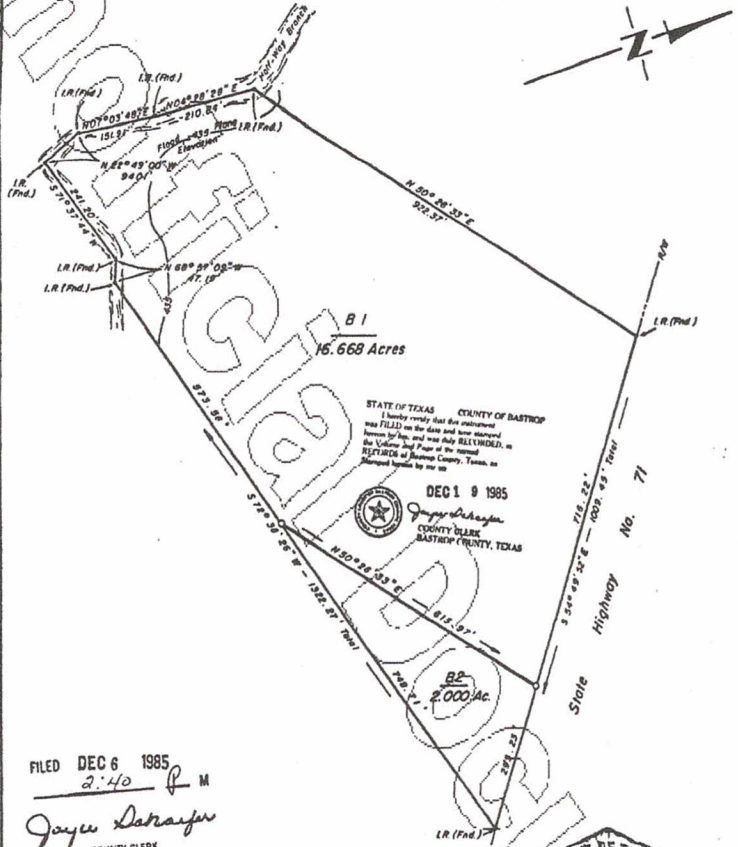


William S. Abraham
William S. Abraham
Registered Public Surveyor No. 2052

EXHIBIT "A"
PAGE ONE OF TWO

NANCY BLAKEY SURVEY A-98 BASTROP COUNTY, TEXAS

VOL. 400 PAGE 394



STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that the contained
has been filed on the date and hour stated
by the Surveyor and was duly RECORDED in
the Volume and Page of the record
RECORDS of Bastrop County, Texas, as
stipulated herein by me on
DEC 19 1985
Joyce DeGraffen
COUNTY CLERK
BASTROP COUNTY, TEXAS

FILED DEC 6 1985
2:40 P M
Joyce DeGraffen
COUNTY CLERK
BASTROP COUNTY, TEXAS

EXHIBIT "A"
PAGE TWO OF TWO



This tract of land is recorded in Volume 339 Page 197
of the BASTROP County, Texas DEED Records.
I do hereby certify that above plot is an accurate plot of a survey made under my
superintendence on July 31, 1985.
I further certify that there are no encroachments unless noted on this property at this time
and that all improvements lie wholly within the lot boundary lines of the property described above.

SURVEY MAP SHOWING A 16.668 & A 2,000 ACRE TRACT		SCALE	1" = 200'
FOR:	RICK WELCH	DWG #	A-7-85-462
		REV.	PC 7/31/85
WILLIAM S. ABRAHAM, SURVEYOR — BASTROP, TEXAS			
RT. 2 BOX 91 C ZIP CODE: 78602 PHONE: (512) 321-5823			

Owner Name: (Name of Owner)

Item 9M.

By: Oscar Allen Casse
Printed Name

Its: Owner
Title

O. Allen Casse
Signature

04/18/1939
Date of birth

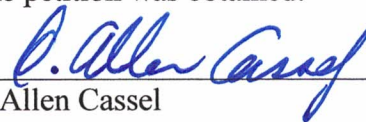
1503 Water St.
Residence address

12/12/2024
Date of signing

EXHIBIT B
AFFIDAVIT OF (NAME OF LANDOWNER) IN SUPPORT OF
PETITION FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF (CITY
NAME)

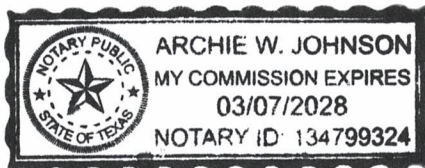
Before me, the undersigned authority, on this day personally appeared, O. Allen Cassel, who under oath stated as follows:


1. My name is O. Allen Cassel. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.
2. I am the property owner of the property located at the following address: 1285 W SH 71, Bastrop, Texas 78602, PID 56645. This property should not be in the extraterritorial jurisdiction of the City of Bastrop. If needed this document will remove my property from the extraterritorial jurisdiction of the City of Bastrop.
3. I swear that the Property is not: (1) within five miles of the boundary of a military base, as defined by Tex. Loc. Gov't Code § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is: (a) within 15 miles of the boundary of a military base, as defined by Tex. Loc. Gov't Code § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under Tex. Loc. Gov't Code § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under Tex. Loc. Gov't Code § 43.0751.
4. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.
5. I swear that I satisfied the signature requirement of Tex. Loc. Gov't Code § 42.104(b) within 180 days following the date the first signature for the petition was obtained.



O. Allen Cassel

Sworn and subscribed to before me on this the 12th day of July, 2024.





Notary Public in and for the State of Texas

Johnson Outdoor Advertising, LP
2012 Walsh Drive
Round Rock, Texas 78681

CERTIFIED MAIL



7019 2970 0001 5629 0219

Retail



78759

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JUL 15, 2024

\$10.99

S2323Y501213-77

RDC 99

JUL 16 2024



Alan Bohorquez
Bastrop City Attorney
11675 Jollyville Road, Suite 300
Austin, Texas 78759

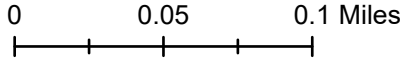
Item 9M.



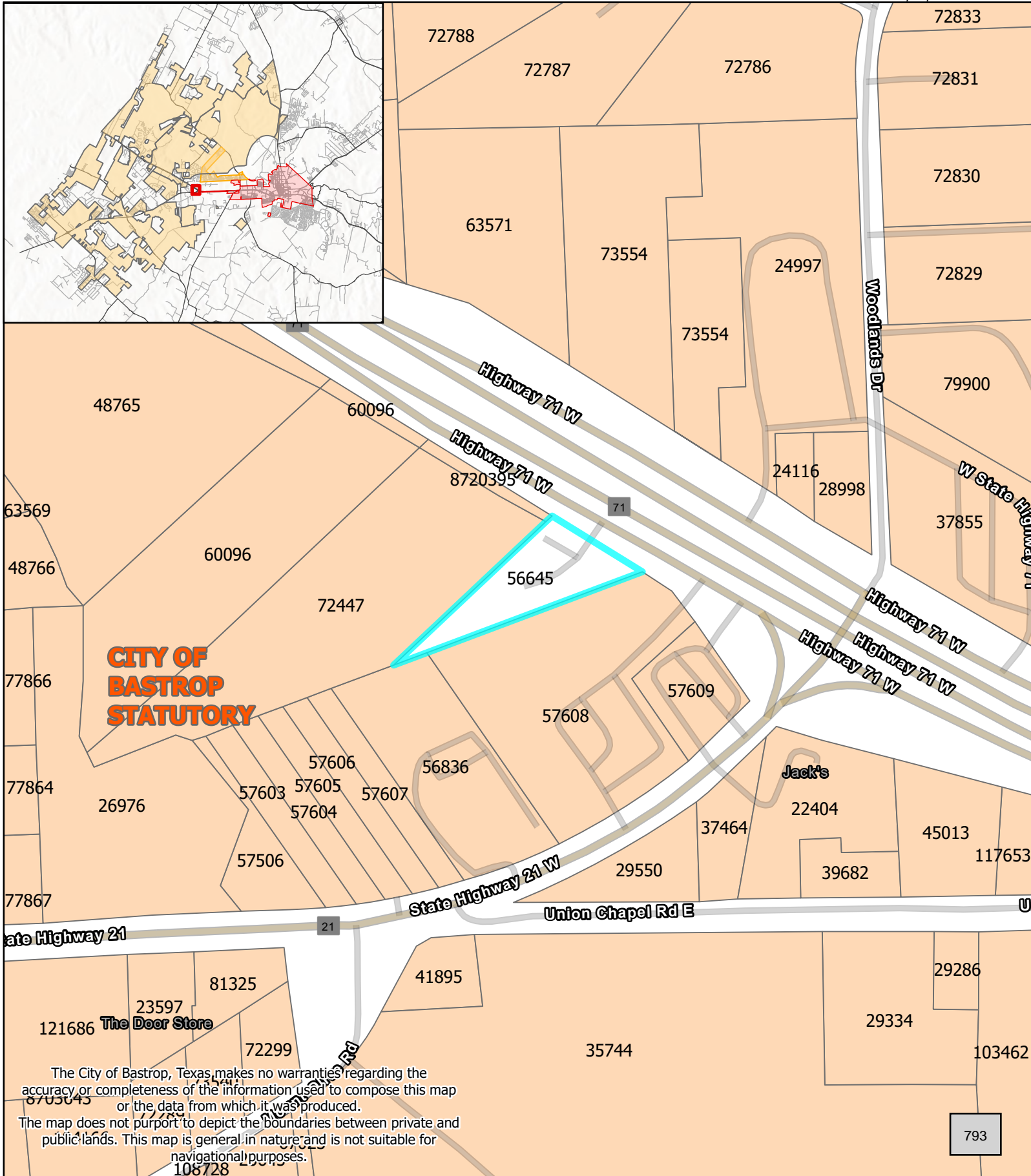
RELEASE OF PROPERTY FROM CITY OF BASTROP

Item 9M.

O. Allen Cassel



Current Time: 7/18/2024 7:44 AM



CITY OF BASTROP STATUTORY

The City of Bastrop, Texas makes no warranties regarding the accuracy or completeness of the information used to compose this map or the data from which it was produced. The map does not purport to depict the boundaries between private and public lands. This map is general in nature and is not suitable for navigational purposes.

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